



Tuesday, February 16, 2016

6:30 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. Personal matters about an identifiable individual, Department Heads Performance Reviews
4. Motion to Convene into Open Session
5. Minutes of Previous Meeting
 - a. Regular Council Minutes of February 2, 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
9. Delegations
 - a. Janet Klemp, 6th Annual Mayor's Charity Golf Tournament 8
 - b. Ken Mohle and Joe Janeczko, Youth for Christ/Youth Unlimited (YFC/YU) Minto 12
 - c. Wellington County Councillor David Anderson, County Update 13

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- d. Other Business Disclosed as Additional Item

13. Motion to Return To Regular Council

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15. Resolution Adopting Proceedings of Committee of the Whole

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- c. 2016-10, of Appointing Municipal Council Members and Citizens of the Town of Minto 188
- d. 2016-11, Confirm the Proceeding of the February 16, 2016 Committee/Council meeting 194

17. Adjournment



Council Minutes
Tuesday, February 2, 2016
3:00 p.m. Council Chambers

Council Present:

Councillor Mary-Lou Colwell
Councillor Dave Turton
Councillor Judy Dirksen
Councillor Jean Anderson
Councillor Ron Elliott

Council Regrets:

Mayor George A. Bridge
Deputy Mayor Ron Faulkner

Staff Present:

Bill White, C.A.O. Clerk
Annileene McRobb, C.A.O. Clerk and Council Assistant, Recording Secretary
Terry Kuipers, Chief Building Official
Gordon Duff, Treasurer
Brian Hansen, Public Works Director
Wayne Metzger, Water Lead Hand

1. **Call to Order** - Councillor Turton called the meeting to order at 3:02 p.m.
 - a. Resolution to name Acting Deputy Mayor

RESOLUTION: 2016-21

Moved By: Ron Elliott; Seconded By: Mary-Lou Colwell

THAT The Council of the Town of Minto appoint Councillor David Turton to act in the place of the head of Council and the Deputy-Mayor of Council for the February 2, 2016 Council Meeting. While so acting, the member has and may exercise all the rights, powers and authority of the head of Council.

Carried

2. **Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act -None.**
3. **Minutes of Previous Meeting**
 - a. Regular Council Minutes of January 19, 2016

RESOLUTION: 2016-22

Moved By: Jean Anderson; Seconded By: Judy Dirksen

THAT the minutes of the January 19, 2016 Council Meeting be approved.

Carried

4. Additional Items Disclosed as Other Business

Councillors Colwell and Dirksen and Acting Deputy Mayor Turton declared items.

5. 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: 2016-23

Moved By: Mary-Lou Colwell; Seconded By: Ron Elliott

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

Carried

6. Public Meeting - None.

7. Delegations

a. Mark MacKenzie, Harriston Historical Society, Local Project, Newsletter
Mark MacKenzie and Willa Wick provided an overview of the Society's 2015 activities, and noted Carmen Wepler will speak on the history of plowing matches and his experience at the World Plowing Championship February 10th 7:30 p.m. Harriston Library. Mr. MacKenzie noted after 20 years provincial funding for historical plaques is no longer available. The Historical Society wants to continue to offer historical plaques for key historical sites like the former Town Hall and the Old Post Office in Harriston. The cost of plaques varies from \$1500-3000.

Council discussed options and suggested the Historical Society work through the Cultural Roundtable Committee for requests of funding these projects. The C.A.O. Clerk asked the Society forward information on current plaque locations to ensure they are added to the Treasures of Minto Website.

MOTION: COW 2016-21

Moved By: Jean Anderson; Seconded By: Judy Dirksen

THAT the Harriston Historical Society work with the Cultural Roundtable Committee regarding locating and funding plaques recognizing historic sites.

Carried

8. Public Question Period

The Acting Deputy Mayor asked if County Councillor Anderson could provide information on a new County crossing of Toronto Street at Prospect in Palmerston. County Councillor Anderson explained the crossing was in response to an accessibility concern and more detail could come forward at his Council update. Council discussed the process for establishing these types of crossings.

9. Correspondence Received for Information or Requiring Direction of Council

a. Drinking Water Source Protection, proposed amendments to the Source Protection Plan for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region

- b. Randy Pettapiece, MPP, Town of Minto meeting request ROMA Good Roads
- c. The Friends of the Ontario Greenbelt, Ontario Greenbelt in Wellington County
- d. Federal Economic Development Agency for Southern Ontario, Canada 150 Community Infrastructure Program
- e. Association of Municipal Managers, Clerks and Treasurers of Ontario, Recipient of Certified Municipal Officer Accreditation

MOTION: COW 2016-22

Moved By: Ron Elliott; Seconded By: Judy Dirksen

THAT Council receives the correspondence as information.

Carried

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

- a. Committee Minutes for Receipt
 - 1. Saugeen Valley Conservation Authority Minutes of December 10, 2015
 - 2. Clifford Jamesway Manor Meeting Minutes of December 10, 2015

MOTION: COW 2016-23

Moved By: Judy Dirksen; Seconded By: Jean Anderson

THAT the Saugeen Valley Conservation Authority Minutes of December 10, 2015, and Jamesway Manor Board Minutes of December 10, 2015 be received as information.

Carried

- b. Committee Minutes For Approval
 - 1. Minto Trails Committee Minutes of December 15, 2015

C.A.O. Clerk White reviewed the minutes and noted letters were sent to landowners along the trail where there the Town does not own the link. There is some positive feedback that parts of the link may be available, but there are also some concerns. Despite not receiving Canada 150 Community Infrastructure Program Grant work on the trail link will continue such as adding members from existing Minto trail groups.

MOTION: COW 2016-24

Moved By: Mary-Lou Colwell; Seconded By: Jean Anderson

THAT the Minto Trails Committee Minutes of December 14, 2015 be received and recommendations contained within be accepted.

Carried

- 2. Trees for Minto Minutes of January 26, 2016
- Councillor Dirksen reviewed the minutes and noted that we have discovered many grants that may assist landowner in planting trees on their property.

MOTION: COW 2016-25

Moved By: Ron Elliott; Seconded By: Jean Anderson

THAT Council the Trees for Minto Minutes of January 26, 2016 be received and recommendations contained within be accepted.

Carried

c. Staff Reports

1. Building Assistant, Severance Report- B7/16 Brown Cecilia Street Clifford
Chief Building Official Kuipers presented the report. Council discussed servicing and encroachment issues to be addressed by conditions.

MOTION: COW 2016-26

Moved By: Judy Dirksen; Seconded By: Jean Anderson

THAT the Council recommends the County of Wellington Land Division Committee approve Severance Application B7/16 Cheryl Brown, Plan Clifford Pt Park Lot 11 Lots 2, 3 and 7 Plan 6OR1322, Town of Minto that the following conditions be considered:

- 1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.**
- 2. THAT the applicant satisfies the requirements of the Town of Minto in reference to Parkland Dedication as provided for in the Planning Act including where applicable paying cash-in-lieu of parkland in the amount of \$500 per lot or other specified in the applicable policy of the Town at the time of consent.**
- 3. THAT the applicant satisfies the requirements of the Town of Minto in reference to the location of the pool on Part 1 prior to the issuance of consent.**
- 4. THAT the applicant obtain a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.**
- 5. That the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.**
- 6. THAT the applicant provide confirmation from the Town of Minto that servicing arrangements are made as required to provide for, among other matters, extensions of sanitary sewers, water, storm sewers, streetlights, hydrants, roadways, curbs and sidewalks, and surface water management and that if necessary a servicing agreement has been signed and securities posted to the satisfaction of the Town.**
- 7. That the applicant written confirmation from the Town of Minto Public Works Department that satisfactory access arrangements to the subject lands has been including payment of applicable fees.**

Carried

2. C.A.O. Clerk and Council Assistant, Changes to 2016 Council Meetings

MOTION: COW 2016-27

Moved By: Mary-Lou Colwell; Seconded By: Ron Elliott

That Council receives the CAO Clerk and Council Assistant's report dated January 26, 2016 regarding the 2016 Calendar and that the April 5th meeting be moved to March 29th, and that the August 16th and September 20th meeting be removed.

Carried

3. C.A.O. Clerk, Provincial Electric Vehicle Charger Program

C.A.O. White stated that if the grant is successful, a partnership agreement with Sun Saver 2 is needed for installation. The chargers may link to solar panel under Fit 4.0.

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.

Carried

Councillor Colwell assumed the Chair

4. Treasurer, Approval of Accounts January 25th, 2016

Treasurer Duff summarized key accounts for downtown snow removal and road capital.

MOTION: COW 2016-29

Moved By: Jean Anderson; Seconded By: Dave Turton

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for January 25, 2016 as follows: Administration \$101,611.10, Building \$ 1,169.82; Economic Development \$9,167.58, Incubator \$1,014.73, Tourism \$ 1,223.63; Fire \$13,456.85, Drains \$3,737.98; Roads \$207,318.64, Streetlights \$2,539.66, Waste Water \$ 15,994.72, Water \$54,952.64, Recreation \$ 1,337.13, Clifford \$6,597.03, Harriston \$11,323.43 Palmerston \$ 10,846.73, Norgan \$ 3,369.22.

Carried

5. Treasurer and Tax Collector, Section 357 Applications

MOTION: COW 2016-30

Moved By: Judy Dirksen; Seconded By: Ron Elliott

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

Carried

6. Treasurer and Tax Collector, Minutes of Settlement and Assessment Adjustments

MOTION: COW 2016-31

Moved By: Dave Turton; Seconded By: Jean Anderson

That Council receives the February 2016 report from the Treasurer and Tax Collector regarding Assessment Adjustments and that these adjustments be approved.

Carried

Acting Deputy Mayor David Turton assumed the Chair

7. Public Works Director, Compliance Coordinator, DWQMS Representative and Water Lead Hand

Water Foreman Wayne Metzger noted current DWQMS Representative Darrell Buehler retires the end of February and Todd Rogers is trained to take over his role.

MOTION: COW 2016-32

Moved By: Ron Elliott; Seconded By: Mary-Lou Colwell

THAT Council receives the Public Works Director's report dated January 29, 2016 regarding naming of a Compliance Coordinator, DWQMS Representative and Alternate ORO, and that Council considers a By-law in open session.

Carried

d. Other Business Disclosed as Additional Item

Councillor Colwell reported the Minto Rural Health Facility will be 90% complete by the end of February with the first tenant moving in April 1st. The Chamber of Commerce Annual General Meeting is Monday February 8 at the CNRA building in Palmerston 6:30 pm Strategic Planning and AGM 7:30.

Councillor Dirksen noted the Minto Rural Health Centre is fully leased. She had attended a public meeting January 27th to learn about the new governance model under the Memorandum of Understanding for Groves Hospital and North Wellington Health Care. She expects residents should not see any differences in health services.

Acting Deputy Mayor Turton reminded Council of the Maitland Valley Conservation Authority Annual General Meeting February 17, 2016 at 7 pm at the Harriston Library. The Bowl for Big Brothers and Big Sisters Annual Fundraising takes place in February and asked Council to get involved. A Weather Alert from Wellington County suggests freezing rain warning in effect for our area from 9 pm – midnight tonight.

11. Motion to Return To Regular Council

RESOLUTION: 2016-24

Moved By: Judy Dirksen; Seconded By: Jean Anderson

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

Carried

12. Notices of Motion - None

13. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION: 2016-25

Moved By: Mary-Lou Colwell; Seconded By: Ron Elliott

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

Carried

14. By-laws

- a. 2016-06, to appoint a Compliance Coordinator and Alternate Overall Responsible Operator Pursuant to the Safe Drinking Water Act

RESOLUTION: 2016- 26

Moved By: Jean Anderson; Seconded By: Judy Dirksen

THAT By-law 2016-06; to appoint Todd Rogers as Compliance Coordinator and Alternate Overall Responsible Operator Pursuant to the *Safe Drinking Water Act*; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

- b. 2016-07, Confirm the Proceeding of the January 19, 2016
Committee/Council meeting

RESOLUTION: 2016-27

Moved By: Ron Elliott; Seconded By: Mary-Lou Colwell

THAT By-law 2016-07; 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

15. Adjournment

Acting Deputy Mayor Turton adjourned the meeting at 4:08 p.m.

RESOLUTION: 2016-28

Moved By: Judy Dirksen; Seconded By: Jean Anderson

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



CONTACT: JANET KLEMP
TOWN OF MINTO
5941 HWY 89
HARRISTON, ON
N0G 1Z0

MEDIA RELEASE

Apply now to receive funds from the 6th Annual Mayor's Charity Golf Tournament

Harriston, February 2015:

The 6th Annual Mayor's Charity Golf Tournament will be held Aug. 11, 2016 at Pike Lake Golf Centre Limited.

The application process is now open and will close on Monday, April 11th. The Core Committee is looking for applications from non-profit organizations within the Town of Minto, that fit into one of three categories; Community Betterment, Service Club or Sports Club.

Over the past five years, the Mayor's Charity Golf Tournament has raised \$44,000.00 towards local community groups. This money has gone towards planter baskets and beautifying our downtowns, the purchase of new sports equipment and assisting organizations with the financial expenses of running these important programs and events in our community.

For more information about the tournament, or to obtain an application form to apply for the proceeds, call 519-338-2511, visit www.town.minto.on.ca or email janet@town.minto.on.ca.

1. The Non-profit organization must be based in Minto, have a local affiliation or demonstrate direct benefit to the Town of Minto.
2. A letter must be produced by the organization requesting funds explaining where the funds would be directed.
3. The chosen organization(s) must elect one (1) representative to attend Committee meetings and actively participate.
4. The chosen organization(s) must provide two (2) volunteers to work the day of the event.
5. The chosen organization(s) must each obtain a minimum of the following by Monday, June 20, 2016:
 - ☐ 15 hole sponsors (15 x \$100.00) minimum
6. Please choose the category your group or organization fits under (select only one):
 - ☐ Community Betterment
 - ☐ Sports Club
 - ☐ Service Club
7. In the event the chosen group or organization does not comply with the minimum requirements as listed, the Mayor's Charity Golf Tournament Core Committee reserves the right to re-allocate a portion of the proceeds from the Tournament.
8. Organizations who have received funding from the Mayor's Charity Golf Tournament in the past may apply, but preference will be given to first-time applicants.

Return Application to: Town of Minto c/o Mayor's Charity Golf Tournament 5941 Highway 89 Harriston ON N0G 1Z0	All Other Inquires: tel: 519-338-2511 fax: 519-338-2005 Janet Klemp: janet@town.minto.on.ca
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***NOTE: the application deadline is Monday, April 11th, 2016 at 12:00 noon ***
 All successful applicants will be notified by Friday, April 15th, 2016

[illegible]

Please check the boxes to ensure you understand the requirements of your group or organization if selected to receive the proceeds from the 2016 Mayor's Charity Golf Tournament.

- ☐ We are required to appoint one (1) representative from our organization to sit on the planning committee.
- ☐ We are required to have two (2) volunteers work the day of the event.
- ☐ We are required to secure a minimum of 15 hole sponsors (15 x \$100.00) by Monday, June 20th, 2016.
- ☐ We understand that if our organization does not comply with the minimum requirements as listed above, the Mayor's Charity Golf Tournament Core Committee reserves the right to re-allocate a portion of the proceeds from the Tournament.

We are applying under the category of (select only one):

- ☐ Community Betterment
- ☐ Sports Club
- ☐ Service Club

Print Name:

Witness (Print Name):

Signature:

Witness (Signature):

Date:

Date:



YFC/Youth Unlimited of Minto

Harriston, Ontario N0G 1Z0

Phone: 519-781-5311 Email: kenneth.m@yfcmento.com

Phone: 226-791-2050 Email: joseph.j@yfcmento.com

"We see **hope** and **potential** in every young person"

February 2016

Dear members of Town of Minto Council

We appreciate your willingness as a Council to allow us to introduce ourselves. We are Ken Mohle of Palmerston and Joe Janeczko of Harriston. Both of us are raising a support team in order that we can each be ½ time staff for Youth for Christ/Youth Unlimited (YFC/YU) in Minto. Our goal for this delegation is that we can get to know our Council a little and also give you an opportunity to know who we are.

Joe and I are dedicated to ministry with youth. We would like to continue what Pat Savage and many volunteers worked so hard to accomplish. We would like to continue to provide places for youth to 'hang out' with their friends. With the help of volunteers, we would like to continue to provide programs that will benefit our youth such as: sports, special interest clubs, community projects, etc. We would like to give youth the opportunity to live up to their potential. We would like to share with the youth of Minto the hope of the gospel of Jesus Christ and the great difference it can make in their lives.

We are both very new in this role and we are not fully aware of all of the needs of this ministry. We are not exactly sure what our budget is for 2016, yet. However, we see this delegation as a time of introduction and a description of what we hope to be doing and the service we will be providing for our community.

We thank for your dedication to serving the Town of Minto.

Respectfully yours,

Ken Mohle

Joe Janeczko

Town of Minto Council Meeting

February 16 , 2016

Report by County Councillor David Anderson

Good evening Mayor Bridge, Councillors, Staff and members of the public, I would like to thank you for this opportunity to come to Council, and present a report to you on the progress that the County has made in the past 15 months. When I was running for the position of county councillor, a good part of my election platform was based on providing better and more transparent representation at the county level . I have been present at a good many of the town of Minto Council sessions, but I have not been regularly providing updates on how your tax dollars are being spent at the county level; this is the first of what I plan on providing as annual reports , with extra reports provided if/or as the occasion arises.

Currently the Town of Minto pays the County of Wellington 43% of the total tax revenue that it collects. This payment supports various activities at the County level providing services which in turn support the Town of Minto.

Departments at the County Level are:

Social Services: I am currently the chair of this committee and it is responsible for

Subsidized, affordable housing in Clifford, Harriston and Palmerston

OW Ontario Works Benefit's

Child care Service (Palmerston child care Learning Centre)with 13 spaces currently available. Palmerston Childcare may move to an Upper Grand District Board site with an increased capacity in 2017 ,through funding provided by the Board of Education; budgetary implications are unknown at this time

Information, Heritage and Seniors

Includes programs such as Wellington Terrace,

The county Museum, which is currently hosting ,a fabulous tattoo display.

Libraries which h includes the Palmerston Library, which has undergone extensive renovations which are nearing completion ; the grand opening is on March 11th at 11:00 am and this is when the Library will be officially open for business. This project is within budget at \$3,500.000. Handout on Library Circulation Statistics. Usage at all three Libraries is increasing across Minto which is great to see.

Roads

HWY 23 to Minto/Howick townline(6.8 kms)is scheduled to be repaved this summer

Police

Resource Officer Program at Norwell District Secondary School,

Parking Enforcement 2014-19 tickets/ 2015-30 tickets

Car vs Deer Collisions 2014-37/2015-47.

Handout on calls for service

Planning

Assist with Zoning changes and they manage The Green Legacy Program

Solid Waste Services

Developing a Waste Management Strategy for the entire county in 2016

Economic Development

Supports the community through Accessibility Grants, ~~High School Bursaries~~, Trail Funding, as well as other grants that can be applied for.

Through this budget 250,000 has been allocated to assist with the IPM in 2016

Administration, Finance and Human Resources

POA Provincial Offenses Court (Administered by the City of Guelph)

Land Ambulance (Administered by the City of Guelph)

The County of Wellington currently has a credit rating of AA+, and is able assist the Town of Minto by allowing you to borrow money at a better rate then other financial institutions are able to offer. The County also supports local healthcare with substantial donations for each facility including The Palmerston Hospital donation of 2.2 million dollars.

- HIGH SCHOOL BURSARIES

Circulation Statistics

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	TOTALS
ABOYNE	2014 12,479	10,993	14,565	11,264	12,268	12,391	16,870	13,469	10,593	11,634	10,940	11,188	148,654
	2015 12,132	11,457	14,956	9,453	9,059	10,358	11,656	10,619	9,498	9,240	8,837	8,460	125,725
	2016 9,598	0	0	0	0	0	0	0	0	0	0	0	9,598
ARTHUR	2014 4,587	4,321	4,716	4,768	4,506	4,762	6,459	5,209	4,493	5,137	4,440	4,430	57,828
	2015 4,413	4,689	5,220	4,780	4,911	4,621	6,049	5,482	5,389	5,204	4,833	5,065	60,656
	2016 4,905	0	0	0	0	0	0	0	0	0	0	0	4,905
CLIFFORD	2014 1,372	1,264	1,623	1,264	1,392	1,534	2,056	1,544	1,440	1,433	1,053	1,078	17,053
	2015 1,306	1,124	1,336	1,339	1,249	1,173	1,711	1,644	1,459	1,507	1,188	1,404	16,440
	2016 1,458	0	0	0	0	0	0	0	0	0	0	0	1,458
DRAYTON	2014 9,908	9,502	10,947	9,314	8,648	9,901	13,317	10,716	9,503	9,266	8,430	8,401	117,853
	2015 9,235	9,067	10,613	9,449	8,724	10,919	12,528	10,357	8,699	8,597	8,204	8,039	114,431
	2016 8,900	0	0	0	0	0	0	0	0	0	0	0	8,900
ELORA	2014 5,520	4,759	5,988	5,791	5,498	4,790	6,699	6,056	5,318	5,598	5,173	5,390	66,580
	2015 5,513	4,870	6,082	6,043	5,924	6,581	7,708	7,383	6,612	6,749	6,084	6,568	76,117
	2016 6,961	0	0	0	0	0	0	0	0	0	0	0	6,961
ERIN	2014 4,214	3,793	4,766	4,285	4,198	4,226	6,107	4,765	4,521	4,604	4,361	4,585	54,425
	2015 4,593	4,443	5,175	4,932	4,710	5,064	6,195	5,688	5,115	4,851	4,382	4,097	59,245
	2016 4,519	0	0	0	0	0	0	0	0	0	0	0	4,519
FERGUS	2014 10,052	9,000	10,803	11,077	10,023	8,008	13,506	11,435	10,249	10,272	9,285	9,397	123,107
	2015 9,376	8,588	7,186	18,267	16,066	18,003	20,087	17,721	15,944	15,440	15,196	13,086	174,960
	2016 14,728	0	0	0	0	0	0	0	0	0	0	0	14,728
HARRISTON	2014 3,879	4,026	4,652	4,062	3,825	4,154	5,633	4,585	4,207	4,428	3,902	4,060	51,413
	2015 4,238	3,969	5,039	4,544	4,444	4,303	5,310	5,026	4,648	4,232	4,372	4,028	54,153
	2016 4,186	0	0	0	0	0	0	0	0	0	0	0	4,186
HILLSBURGH	2014 3,547	2,845	3,440	3,632	3,147	3,370	4,271	3,524	2,835	2,923	2,473	3,009	39,016
	2015 2,956	2,770	3,364	3,372	2,826	3,261	3,932	3,477	2,994	2,905	2,788	2,772	37,417
	2016 3,120	0	0	0	0	0	0	0	0	0	0	0	3,120
MARDEN	2014 3,887	3,267	4,276	3,843	3,502	3,905	5,040	4,634	3,841	3,943	3,704	3,813	47,655
	2015 3,668	3,554	4,246	4,191	4,002	4,208	4,450	3,948	3,692	3,684	3,465	3,602	46,710
	2016 4,146	0	0	0	0	0	0	0	0	0	0	0	4,146
MT FOREST	2014 7,392	7,539	8,416	7,486	7,476	7,246	10,308	8,180	7,949	8,120	7,236	7,596	94,944
	2015 7,746	7,388	8,570	8,461	7,881	8,044	8,773	8,613	8,112	8,454	7,683	8,278	98,003
	2016 8,633	0	0	0	0	0	0	0	0	0	0	0	8,633
PALMERSTON	2014 2,100	1,944	2,239	2,410	2,188	2,403	3,270	2,707	2,411	2,801	2,236	2,325	29,034
	2015 2,756	2,318	2,734	2,384	2,628	2,891	3,800	3,458	3,239	2,942	2,646	2,697	34,493
	2016 2,612	0	0	0	0	0	0	0	0	0	0	0	2,612
PUSLINCH	2014 3,234	2,777	3,269	3,343	3,317	3,878	3,905	3,140	2,937	3,010	3,065	2,800	38,675
	2015 2,918	2,781	3,364	3,292	2,777	3,025	3,738	3,196	2,954	3,035	2,675	2,585	36,340
	2016 3,312	0	0	0	0	0	0	0	0	0	0	0	3,312
ROCKWOOD	2014 5,942	5,473	6,930	6,867	6,236	6,997	8,758	7,191	6,339	6,553	6,428	5,889	79,603
	2015 6,088	5,839	6,978	6,875	6,599	7,500	9,605	8,440	7,892	7,788	7,037	6,719	87,360
	2016 7,397	0	0	0	0	0	0	0	0	0	0	0	7,397
TOTALS	2014 82,483	75,324	91,148	83,629	80,544	82,606	110,806	91,661	80,875	84,169	77,130	78,420	970,299
	2015 82,297	77,827	90,281	92,346	86,649	95,072	111,491	101,493	92,177	90,395	85,014	83,337	1,027,987
	2016 84,475	0	0	0	0	0	0	0	0	0	0	0	80,289

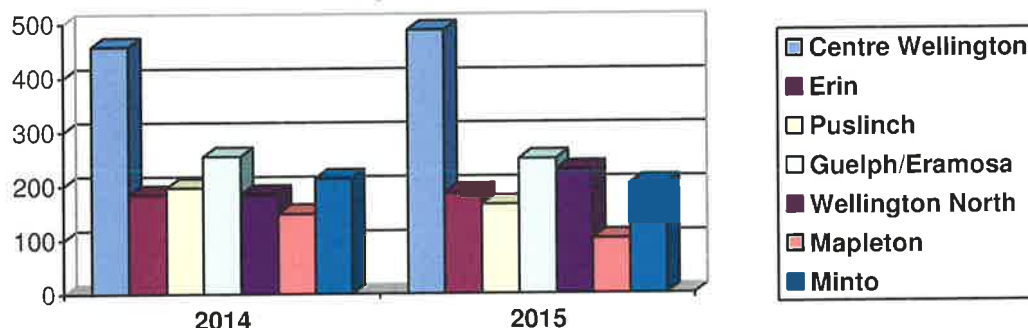
Annual Change	3%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-91%
													20

Numbers now include eBook circulation and in-house usage of material.



Calls for Service

Calls for Service November 2014
vs November 2015



Calls For Service

Municipality	2009	2010	2011	2012	2013	2014	2015
Centre Wellington	6,240	6,214	5,996	6,449	5,961	5,917	5,255
Town of Erin	2,110	2,152	2,156	2,322	2,167	2,129	1,958
Puslinch Township	1,900	1,836	2,157	2,404	2,178	2,128	1,930
Guelph/Eramosa	3,214	3,224	3,615	3,272	3,397	3,462	2,877
Wellington North	3,295	3,172	3,169	3,136	3,337	2,905	2,636
Township of Mapleton	1,209	1,252	1,320	1,322	1,349	1,418	1,176
Town of Minto	2,352	2,322	2,384	2,725	2,524	2,438	2,255
Provincial	1,997	2,378	2,392	2,694	3,214	3,051	2,353
Totals	22,317	22,550	23,189	24,324	24,127	23,448	20,440

Victim Services Wellington

2015 YTD Calls for Assistance County of Wellington OPP	Previous Year Totals	
67	2012	122
	2013	100
	2014	91

911 Calls

2015 YTD	1272
2012	2,683
2013	2,520
2014	2,104

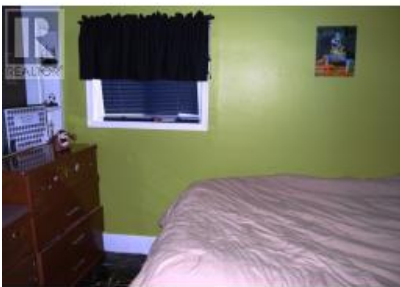
Ontario Sex Offender Registry

2015 YTD OSOR Registrations	Previous Year Totals	
67	2012	69
	2013	70
	2014	75

False Alarms

2015 YTD	712
2012	911
2013	961
2014	881

*This is NOT the number of sex offenders residing in Wellington County



46 ROBERTSON Street, HARRISTON, Ontario N0G1Z0

\$120,000

Listing ID: 234100000807900



Property Type

Single Family

Title

Building Type

House

Land Size

Storeys

1.5

17

Show measurements in

Imperial

Description

1.5 storey 5 bedroom home on a quiet street in Harriston. Features 2 kitchens, main floor family room and 2 bathrooms. Newer windows, 100 amp hydro service and forced air gas heating. Two driveways, fenced backyard and a garden shed. Great for a growing family. Come and take a look!

Location Description

46 Robertson Street, Harriston. See sign.

Details

Access	Features	Zoning Description
Year-round access	None	res.

Building

Bathrooms (Partial) 0	Bathrooms (Total) 2	Exterior Finish Asbestos
Floor Space 2000 sqft	Flooring Ceramic, Laminate, Hardwood	Foundation Type Stone
Heating Fuel Natural gas	Heating Type Forced air	Roof Style Unknown
Roofing Material Asphalt shingle	Style Detached	Utility Sewer Municipal sewage system
Water Municipal water		

Rooms

Level	Type	Dimensions
Second level	Master bedroom	13X11
	Bedroom	11'5X10
	Bedroom	10X7
	Bedroom	13X11
	Bedroom	9X10'5
	Bath (# pieces 1-6)	4PC
Main level	Living room	15X13
	Kitchen	15X12
	Dining room	14'5X10
	Family room	16'8X12
	Kitchen	9X9
	Bath (# pieces 1-6)	4PC

KEITH GRAY

Sales Person

☎ 519-338-3541

Fax: 519-338-2034

RE/MAX MIDWESTERN REALTY INC

Brokerage (HAR)

Brokerage, Independently Owned and Operated

60 ELORA STREET SOUTH, BOX 748

HARRISTON, ON N0G1Z0

☎ 519-338-3541

Fax: 519-338-2034

Data provided by: REALTORS® Association of Grey Bruce Owen Sound

All information displayed is believed to be accurate but is not guaranteed and should be independently verified. No warranties or representations are made of any kind.

CAO/Clerk, Bill White Highway 89
Harriston, On
NOG 1Z0
Town of Minto

February 16, 2016

RECEIVED FEB 16 2016

To whom it may concern,

This letter is to further our opposition to the amendment to rezone the property at 46 Robertson St from Single Family Residential (R1B) to Medium Density Residential (R2) to permit a fourplex.

To clarify comments that were made during the public meeting of January 19, 2016, The property at 46 Robertson St. has been a single family dwelling for over well over 20 years by the last two owners. The current owner/seller has had his adult children living/staying at the location, using both driveways thus giving the appearance that there are two familys. This property should remain R1B.

We continue to strongly appose an amendment that we feel would threaten the safety, tranquillity and property value of our neighbourhood.

Thank-you for your consideration,



Bob & Pat Harron
52 Robertson St
Harriston, On

ONTARIO ENERGY BOARD NOTICE

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

Learn more. Have your say.

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

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

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

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

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

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

THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

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

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

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

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

BE INFORMED AND HAVE YOUR SAY

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

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

LEARN MORE

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

ORAL HEARING

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

PRIVACY

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

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



Ontario

Ontario Energy Board / Commission de l'énergie
2016

Draft Issues List

EB-2016-0004

1. Does the OEB have the legal authority to establish a framework whereby the customers of one utility subsidize the expansion undertaken by another distributor into communities that do not have natural gas service?
2. Based on a premise that the OEB has the legal authority described in Issue #1, what are the merits of this approach? How should these contributions be treated for ratemaking purposes?
3. Should the OEB consider exemptions or changes to the EBO 188 guidelines for rural and remote community expansion projects?
 - Should the OEB consider projects that have a portfolio profitability index (PI) less than 1.0 and individual projects within a portfolio that have a PI lower than 0.8?
 - What costs should be included in the economic assessment for providing natural gas service to communities and how are they to be determined and calculated.
 - What, if any, amendments to the EBO 188 Guidelines would be required as a result of the inclusion of any costs identified above?
 - What would be the criteria for the projects/communities that would be eligible for such exemptions? What, if any, other public interest factors should be included as part of this criteria? How are they to be determined?
4. Should the OEB allow existing natural gas distributors to establish surcharges from customers of new communities to improve the feasibility of potential community expansion projects? If so, what approaches are appropriate and over what period of time?
5. Are there other ratemaking or rate recovery approaches that the OEB should consider?
6. Should the OEB allow for the recovery of the revenue requirement associated with community expansion costs in rates that are outside the OEB approved incentive ratemaking framework prior to the end of any incentive regulation plan term once the assets are used and useful?

7. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?
8. What types of processes could be implemented to facilitate the introduction of new entrants to provide service to communities that do not have access to natural gas. What are the merits of these processes and what are the existing barriers to implementation? (e.g. Issuance of Request for Proposals to enter into franchise agreements)

Maitland Valley Conservation Authority



Providing leadership to protect and enhance our water, forests and soils!

February 4, 2016

Town of Minto
R.R.1 Harriston
Ontario
N0G 1Z0

Attention: Mayor Bridge and Members of Council

Dear Mayor Bridge:

Re: 2016 Priorities and Budget

I am writing to you at this time to outline the MVCA's priorities for the next year along with our proposed budget for 2016.

On August 11, 2015 Phil Beard, General Manager/Secretary-Treasurer and Dave Turton, Minto's appointee to MVCA made a presentation to council on the MVCA's 2015-2017 Work Plan. The presentation outlined the MVCA's priorities for the next three years as well as the changes that we are planning to make to our services and infrastructure (a copy of the 2015-2017 Work Plan Summary is attached to this letter).

The Board has decided that we will focus our limited resources on strengthening our Flood and Erosion Safety Services and Watershed Stewardship Extension Services. This means that we will be making major changes to services and infrastructure in non-core areas.

One of our biggest challenges is dealing with infrastructure that we have deemed to be surplus to our needs. We are in the process of evaluating each piece of surplus infrastructure and looking at the options for dealing with each one.

We are also moving forward with our plan to stabilize the MVCA's financial base while limiting levy increases to a maximum of \$58,000 a year over the next three years.

The attached information sheet outlines our priorities for 2016. If you have any questions related to our priorities for the coming year, please do not hesitate to contact your Director on MVCA's Board.

MAITLAND VALLEY CONSERVATION AUTHORITY
1093 Marietta Street, Box 127, Wroxeter, ON N0G 2X0
519 335-3557 Fax: 519 335-3516 Email: maitland@mvca.on.ca



The MVCA's Board has developed a draft budget for 2016. The total budget for 2016 is \$3,183,498.

A copy of the proposed levy schedule is located in the attached newsletter.

The Board of Directors for the MVCA plans to vote on the 2016 budget on Wednesday March 16, 2016. If you have any comments or concerns related to the 2016 priorities and/or budget, please forward them to your Director and Phil Beard, General Manager/Secretary Treasurer, by March 9, 2016.

In closing, I would like to thank Council for their support in 2015 and we look forward to working with you in 2016.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Art Versteeg". The signature is fluid and cursive, with the first name "Art" and last name "Versteeg" clearly distinguishable.

Art Versteeg, Chair
Maitland Valley Conservation Authority

Who We Are

- The Maitland Valley Conservation Authority is jointly owned by its member municipalities.
- Conservation Authorities are established by the provincial government at the request of municipalities.
- The activities of Maitland Conservation are driven by local municipalities, landowners and community organizations. We are committed to providing effective community-based conservation services in a cost efficient manner.



Municipal Update, January 2016 MAITLAND Conservation

Priorities for 2016

Flood and Erosion Safety Services

Key Functions: regulation of activities in hazardous areas to prevent the loss of life and reduce property damage due to flooding and erosion; flood forecasting; assisting municipalities with flood and erosion emergency preparedness.

- Services review to strengthen key functions.
- Update of shoreline and gully erosion rate information and mapping. This will improve the accuracy of erosion risk information and assist staff with identifying changes required to development and stormwater management policies.
- Harriston Hydrology Project - partnering with the Town of Minto to develop a drainage and stormwater strategy for the North Maitland watershed as well as improving the flood forecasting model for the area.
- Create and implement a public awareness strategy about the MVCA's development regulation. The intent is to improve understanding about the risks of developing or altering floodplains, river valleys, shoreline areas, wetlands and watercourses.
- Develop a climate trends and impacts education strategy for municipalities, staff and Directors.

Watershed Stewardship Services

Key Functions: assist municipalities and landowners to manage rural stormwater and to develop soil and water conservation systems (reforestation, berms, grassed waterways etc.) that will reduce damage to drainage infrastructure and reduce the loss of soil and nutrients from agricultural land.

- Identify areas at high risk for runoff and erosion. Develop strategies to encourage landowners in these areas to adopt conservation practices.
- Evaluate resource allocation within the service to find ways to increase support to extension activities and priority projects.
- Identify lower cost approaches to reducing non-point source pollution, especially methods to prevent, trap and treat runoff.

Conservation Area Services

Key Functions: the management of 28 Conservation Areas encompassing 4,600 acres including wetlands, floodplains and river valley areas. These areas range from urban day-use parks to provincially significant environmental sites.

- Assessment of options for Falls Reserve Conservation Area including possible reductions in operations and services and conversion to a day-use area.
- Direction on the Logan and Maitland Mills.

Corporate Services

- Update financial forecast and work plan for services, infrastructure and equipment for 2017-2019.
- Review corporate activities to determine if resources can be shifted to other services.

Maitland Conservation is leading the way in efforts to protect and enhance water, forests and soils in the Maitland and Nine Mile River watersheds.

The organization is continuing a restructuring process that will focus services on the impacts of a rapidly changing climate. This includes:

- **Strengthening Flood and Erosion Safety Services** to help municipalities reduce the potential for loss of life, property damage and social disruption due to the increased potential for flooding, as well as bluff and gully erosion along the Lake Huron shoreline. Several thousand people live and work in flood-prone areas across the watershed. These areas represent \$176 million dollars worth of tax assessment. Along the shoreline there is over \$366 million dollars worth of land and development in areas prone to bluff erosion, with an additional 2,000 acres of land at risk from gully erosion worth close to \$90 million dollars.
- **Strengthening Watershed Stewardship Services** to assist municipalities and landowners reduce the potential for soil erosion, nutrient loss, and damage to drainage and road infrastructure located in vulnerable areas. There are over 470,000 acres of prime agricultural land in the Maitland and Nine watersheds worth almost \$4.7 billion dollars.
- **Working to develop a stable financial base** to provide the support municipalities and landowners need to develop a more resilient and prosperous watershed.



2016 Draft Levy Schedule

Municipality	% of Municipality in Watershed	2015 for 2016 CVA (modified) in Watershed	CVA Based Apportionment Percentage	2016 Draft General Levy	2015 Approved General Levy	2015-2016 Difference
Township of Ashfield-Colborne-Wawanosh	100	\$950,500,414	12.22	\$158,817	\$152,654	\$6,163
Municipality of Central Huron	76	810,382,227	10.42	\$135,405	\$129,041	\$6,364
Town of Goderich	100	968,575,754	12.45	\$161,838	\$155,586	\$6,252
Township of Howick	92	310,021,432	3.98	\$51,800	\$49,332	\$2,468
Municipality of Huron East	72	769,243,599	9.89	\$128,531	\$123,886	\$4,645
Township of Huron-Kinloss	43	541,850,456	6.96	\$90,537	\$86,393	\$4,144
Township of Mapleton	5	63,609,462	0.82	\$10,628	\$9,982	\$646
Town of Minto	64	539,079,660	6.92	\$90,074	\$86,377	\$3,697
Municipality of Morris-Turnberry	95	364,189,757	4.68	\$60,851	\$57,143	\$3,708
Township of North Huron	100	492,690,970	6.33	\$82,323	\$80,230	\$2,093
Municipality of North Perth	98	1,584,316,453	20.36	\$264,720	\$249,693	\$15,027
Township of Perth East	9	131,966,690	1.70	\$22,050	\$21,003	\$1,047
Municipality of South Bruce	1	5,670,384	0.07	\$949	\$917	\$32
Township of Wellington North	16	213,850,897	2.75	\$35,732	\$34,258	\$1,474
Municipality of West Perth	3	34,681,455	0.45	\$5,794	\$5,554	\$240
Total		7,780,629,607	100.00	\$1,300,049	\$1,242,049	\$58,000



Maitland
CONSERVATION

519-335-3557
www.mvca.on.ca
maitland@mvca.on.ca



Maitland Valley CONSERVATION AUTHORITY

Work Plan Summary 2015 - 2017

Why has the MVCA developed a three-year Work Plan?

- To focus limited resources on doing a few important things well.
- To help member municipalities and landowners identify appropriate measures to deal with the increasing potential for flooding, erosion, and drought due to a rapidly changing climate.
- To help identify needed improvements and maintenance on infrastructure, equipment, and services.

Priorities over the next three years:

- 1) To strengthen the capacity of Flood and Erosion Safety Services: This will help municipalities reduce the potential for damage to development and land in areas prone to flood and erosion.
- 2) To strengthen Watershed Stewardship Services: This will help member municipalities and landowners to develop rural stormwater management systems and soil and water conservation systems. This will also help to protect municipal outlet drainage systems and soil and water resources.
- 3) To stabilize the MVCA's financial base to:
 - a) ensure Flood and Erosion Safety Services and Watershed Stewardship Services have adequate resources; and
 - b) sustain the equipment and infrastructure required to provide core services.

Flood and Erosion Safety Services

Services we must provide:

- 1) Information for municipalities on areas that are at risk of damage, loss of life, and social disruption due to flooding. This includes:
 - a) flood forecasting system,
 - b) flood progression mapping,
 - c) flood emergency planning support services, and
 - d) technical expertise to review development proposals in flood prone areas.

Why? Several thousand people live and work in flood-prone areas across the watershed. This represents \$176 million worth of tax assessment.

- 2) Information for municipalities on areas at risk from bluff and gully erosion along the Lake Huron shoreline. This includes:
 - a) erosion risk monitoring system,
 - b) erosion risk mapping, and
 - c) technical support for reviewing development proposals in hazard areas.

Why? Development and land worth \$366 million are at risk from shoreline bluff erosion and 2,000 acres of land worth \$90 million is at risk from gully erosion.



Watershed Stewardship Services

Services we must provide:

- 1) To assist municipalities and rural landowners develop appropriate rural stormwater management systems and soil and water conservation systems. This will help prevent damage to municipal drainage infrastructure and the loss of soil and nutrients from agricultural land.
- 2) Technical expertise, outreach, and education related to rural stormwater management including reforestation and soil health.
- 3) Outreach and education to assist with the development, design, and funding for installing rural stormwater management systems (grassed waterways, berms, wetlands) windbreaks, buffer strips, and the reforestation of marginal farm land.

Why? The watershed contains 470,000 acres of prime agricultural land that is worth \$4.7 billion! Municipalities, landowners, and the Province of Ontario have invested millions of dollars to build and maintain municipal outlet drains. In addition, there are over 50,000 acres of marginal farmland in production across the watershed.

Priority Projects:

- Garvey Glen Watershed Restoration Project
- Scott Municipal Drain Watershed Restoration Project
- Middle Maitland Headwaters Restoration Project
- North Maitland Watershed Restoration Project

Conservation Areas

Service we should provide:

- 1) Management of MVCA properties should showcase good examples of the conservation of soil, forests, and floodplains.

Why? The MVCA owns 28 Conservation Areas representing over 4,600 acres of land. These properties include floodplains, wetlands, upland forests, and river valley lands.

Priorities:

- To reduce maintenance costs through naturalization and slow growing turf mixtures at the MVCA Administration Centre and Gorrie Conservation Area;
- To lease out Falls Reserve Conservation Area to reduce infrastructure replacement and maintenance costs;
- To reforest marginal agricultural lands located adjacent to forested lands;
- To modify board systems in dams to reduce operating requirements;
- To develop a plan for existing infrastructure that requires major repairs or is surplus to our needs. This includes the Maitland Mill in Gorrie, Logan Mill in Brussels, and Wawanosh Nature Centre; and
- To expand the MVCA carbon compensation tree planting program for the public and the Conservation Authority.

Corporate Services

Service we must provide:

- 1) Governance and leadership of the MVCA - MVCA Directors are the link between the Authority and member municipalities.

Priorities:

- Develop a stable funding base for the MVCA to assist member municipalities and landowners in developing a more resilient and prosperous watershed.
- Limit levy increases over the next two years to between \$55,000 and \$58,000. 2016 forecast: an additional \$73,150 for operating is required and an additional \$15,000 to allocate towards projected infrastructure and equipment needs (total of \$88,150). The shortfall of \$33,150 (\$88,150 - \$55,000) will have to come from savings and/or outside funding.
- Reduce tangible capital assets from \$3.8 million to less than \$2.4 million.
- Ensure that services are restructured to achieve the outcomes identified in the 2015-2017 Work Plan.
- Develop stronger partnerships with counties and municipalities that have the greatest potential for flood and erosion damage and/or have lands with greatest rural stormwater management and soil and water conservation needs.



Feb 4/16

2016 Draft Operating Budget Summary - Maitland Valley Conservation Authority Table 1

ITEM	Expenditures	Service Area Revenue		NET COST	GRANTS		LEVIES	Reserve Funding		
		General	Donations		Admin/Op	Other	General	Deferred	Working Capital	Accumulated Surplus
<i>Flood Safety Services</i>										
FFS-Preparedness	103128			103128	35278		67850			
FFS-Monitoring	117257			117257	35278		81979			
Planning and Regulations	241475	73000		168475			153849		14626	
Listowel Conduit - Preventative Maintenance	1500			1500			1500			
Total	463360	73000		390360	70556		305178		14626	
<i>Watershed Stewardship Services</i>										
Watershed Monitoring and Reporting	81909	2000	2500	77409			77409			
Extension Services	122285			122285			122285			
Maitland Watershed Partnerships	6247			6247			5675	572		
Forestry Services	82733	82733								
Stewardship Education	27804	25258	150	2396					2396	
Stewardship Outreach	65483	250	300	64933			64933			
Total	386461	110241	2950	273270			270302	572	2396	
<i>Conservation Areas Management Services</i>										
Falls Reserve Conservation Area	297157	360178	1200	-64221		11061				
Wawanosh Park Conservation Area	12207	12029	200	-22						
Management/Development/Operations	156227	11900		144327			144327			
Motor Pool	24400	54636		-30236						
Total	489991	438743	1400	49848		11061	144327			
<i>Corporate Services</i>										
Administration	272689	28760		243929			243929			
Financial Management	88077			88077			88077			
Governance	17370			17370			17370			
Services Areas Support	54785			54785			54785			
Communications and IT	135799	500	2500	132799			126081			6718
Total	568720	29260	2500	536960			530242			6718
<i>Net Operating Budgets</i>	1908532	651244	6850	1250438	70556	11061	1250049	572	17022	6718

Feb 4/16

2016 Draft Project Budget Summary - Maitland Valley Conservation Authority

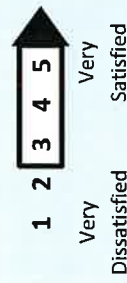
Table 2

ITEM	Expenditures	Service Area Revenue		NET COST	GRANTS		LEVIES		Reserve Funding			
		General	Donations		Admin/Op	Other	General	Special	Deferred	Working Capital	Motor Pool	Forest Management
Flood Safety Services Projects												
Flood Forecasting Equipment	22500			22500			22500					
Shoreline Reaches Review	27450			27450			17500			9950		
Listowel Conduit	10000			10000			10000					
Listowel Hydrology	7000			7000						7000		
Total	66950	0	0	66950	0	0	50000	0	0	16950	0	0
Watershed Stewardship Services Projects												
Garvey Glenn Coordination	93939	10000		83939		50000			83997			
Garvey Glenn Demos	215000	201093		13907					13907			
Garvey Glenn Capacity Building	88563	35192		53371					53371			
Garvey Glenn Watershed Restoration	25969	18000		7969					7969			
Garvey Glenn - Great Lakes Agricultural Stewardship Initiative - GLASI	168180	168180		0								
Middle Maitland Headwaters Restoration	5858		23700	-17842					13983	0		
Huron Clean Water Project	300000	83277		216723		216723						
Nutrient Management Monitoring MOE	6901	13330		-6429								
Middle Maitland River Restoration (Listowel)	120000	84000		36000					36000			
Carbon Footprint Initiative	2747			2747					2747			
Total	1024411	613072	23700	387639	0	266723	0	0	209227	0	0	0
Special Projects												
Drinking Water Source Protection Transition up to Mar 31/16	13764	13764		0								
Drinking Water Source Protection Capacity Building	2439			2439					1800	639		
Total	16203	13764	0	2439	0	0	0	0	1800	639	0	0
Conservation Areas Management Services Projects												
Forestry Management	8750		1000	7750		0						7750
Vehicle/Equipment Replacement	37300	10000		27300							27300	
Brussels Conservation Area Mill/Dam	26000		12000	14000						14000		
Marginal Farmland Reforestation	5000			5000		3000						2000
MVCA Carbon Offset	500			500							500	
Footprints to Forests Carbon Offsetting	1552			1552							1552	
Naturalization of Administration Centre	7000			7000								7000
George Taylor Meadow Creation	2000			2000					2000			
Wawanosh Valley Conservation Meadow Creation	3000			3000					3000			
Gorrie Conservation Naturalization	1000			1000								1000
Total	92102	10000	13000	69102	0	3000	0	0	5000	14000	29352	17750
Corporate Services Projects												
Admin Centre Repairs	18000			18000						18000		
Computers/Network Equipment/Software/IPM	57300		10500	46800						46800		
Total	75300	0	10500	64800	0	0	0	0	0	64800	0	0
Net Project Budgets	1274966	636836	47200	590930	0	269723	50000	0	216027	96389	29352	17750

2015 Ministry of Municipal Affairs and Housing (MMAH) Client Satisfaction Survey Results

Earlier in 2015, many of you took the time to complete the MMAH Municipal Services Division Client Satisfaction Survey. Thank you for sharing your thoughts with us. We would like to share some of the results with you.

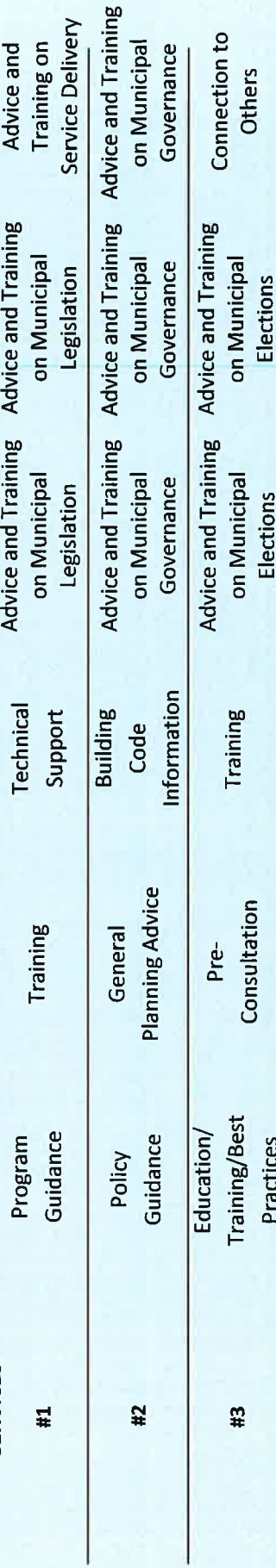
A HIGH PERCENTAGE OF MUNICIPAL CLIENTS ARE SATISFIED



RESPONSE RATE FROM MUNICIPAL OFFICIALS



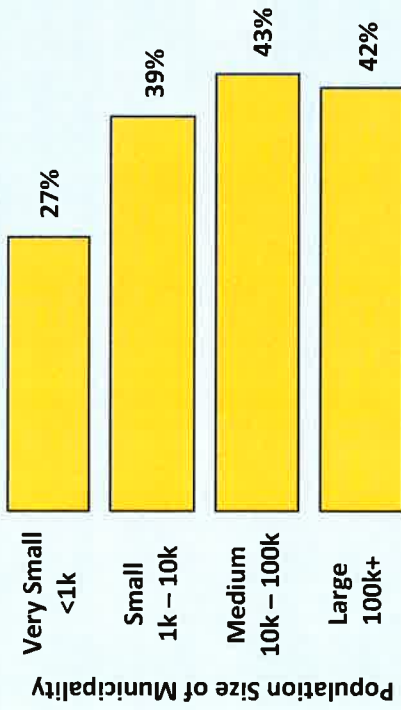
YOUR MOST VALUED SERVICES



2015 Ministry of Municipal Affairs and Housing (MMAH) Client Satisfaction Survey Results

RESPONSE RATE BY MUNICIPAL SIZE

The response rate from very small municipalities (pop. <1,000) was significantly lower than other municipalities.



WHAT YOU TOLD US

When asked which aspect of service delivery we need to improve most, almost half of respondents said there is no need for improvement at all.

Remaining responses were varied, with some emphasis on timeliness and clarity on available supports.

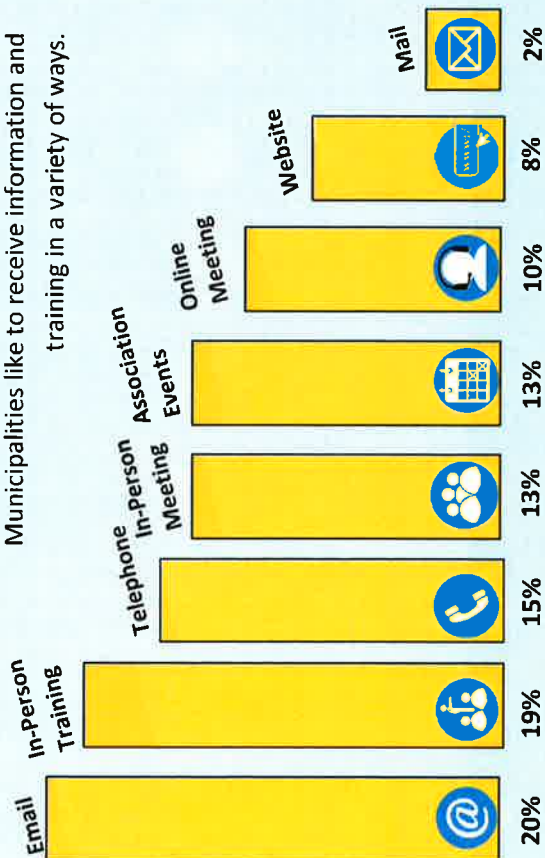
WHAT WE WILL DO

Continue to focus on service excellence.

Work on process improvements to ensure timely service. Reach out to clients to provide clear program advice.

YOUR COMMUNICATION PREFERENCES

Municipalities like to receive information and training in a variety of ways.



IF YOU HAVE FEEDBACK, PLEASE CONTACT US!

Municipal Services Office – Central
General Inquiry: 416-585-6226
Toll Free: 800-668-0230

Municipal Services Office – East
General Inquiry: 613-545-2100
Toll Free: 800-267-4736

Municipal Services Office – West
General Inquiry: 519-873-4020
Toll Free: 800-265-4736

Visit our website:
www.ontario.ca/municipal

Municipal Services Office – North (Thunder Bay)
General Inquiry: 807-475-1651
Toll Free: 800-465-5027

Municipal Services Office – North (Sudbury)
General Inquiry: 705-564-0120
Toll Free: 800-461-1193



February 1, 2016

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

Re: Village of Clifford
Waste Water Collection System

Dear Mayor Bridge and Members of Council,

It has recently come to our attention that problems may be occurring in the sanitary sewer system in the village of Clifford. As you are likely aware, the sewer system was installed 1994 under a contract that was designed and administrated by Gamsby & Mannerow Ltd (now GM BluePlan Engineering). As well, the project was reviewed and approved by the Ministry of the Environment.

While we are not aware of the specifics of the problems, I would like to take this opportunity to clarify some of the points that were raised at your Council meeting of January 5th, 2016.

It was correctly pointed out that the contract allowed for three different types of sanitary sewer pipe; PVC SDR35 Smooth Wall, PVC Rib-Profile (Ultra-Rib), and Concrete. While Gamsby & Mannerow at the time recommended against Ultra-Rib pipe, this was ultimately the preferred selection due to the significant cost savings.

Regardless of our recommendation in 1992, we would like to point out that PVC Rib-Profile Pipe was, and remains, certified for use in municipal sanitary sewers. It should be noted that PVC SDR35 pipe, which is the current norm in the industry, and PVC Ultra-Rib pipe both have a ring stiffness of 320 kPa, making them identical in structural strength. As well, Ultra-Rib Pipe has the following properties:

- Meets CSA B182.4 certification for "Profile PVC Sewer Pipe and Fittings"
- Meets ASTM F794 certification for "Standard Specification for PVC Ribbed Gravity Sanitary Pipe"
- Meets the requirements of OPSS 1841 "Material Specification for Non-Pressurized PVC Pipe Products"
- Has a safe burial depth of greater than 14.0m when using clear stone bedding
- Has a maximum allowable deflection of 5.3% (approx. 10mm for a 200mm diameter pipe)

It was stated at your meeting that PVC Rib-Profile Pipe is not recommended for “urban” applications. We are unaware of any such recommendation, and note that Rib-Profile pipe remains in use in numerous urban areas. Ultra-Rib pipe does present certain issues when used as sanitary sewer pipe, in particular difficulties in sealing at maintenance holes, and difficulties in making future lateral connections. Due to these issues, GM BluePlan do not currently recommend Ultra-Rib pipe for use in municipal sanitary sewer systems.

Of importance when using this type of pipe is the connection to sanitary laterals. Connections to laterals must be made with a manufactured “tee”, as was specified in the contract documents in 1993, or with a manufactured “Inserta-Tee”. Strap-on saddles are not to be used, as they can affect the structural integrity of the pipe. Additionally, proper compaction of the bedding at the connection point and under the sanitary lateral is critically important. It is possible that if problems are occurring in the sanitary mains, that these can be traced to lateral connections made after the construction project was complete. It may be more cost effective to replace the pipe only where these connections were made, assuming that the remainder of the pipe remains structurally sound.

We would recommend that further investigation be undertaken prior to replacement of entire blocks of sewer pipe. We would respectfully suggest that Minto would be well served to:

- Contact the pipe manufacturer (IPEX Inc.) for advice and discussion
- Use a pipeline camera to video record the sections of pipes most likely to be affected, where new development and subsequent connections have occurred
- Measure pipeline deflection with a ‘go-no go’ device

I hope you will find this information useful, and would be willing to attending Town Council to discuss further, or to provide any other assistance, if so desired.

Yours truly,

GM BLUEPLAN ENGINEERING LIMITED

Per:

A handwritten signature in black ink, appearing to read 'Matt Ash'.

Matt Ash, C.E.T.
Senior Project Manager

Corporation of the Town of Carleton Place

175 Bridge Street, Carleton Place, ON K7C 2V8 Phone: (613) 257-6200 Fax: (613) 257-8170



February 10th, 2016

Hon. Jeff Leal
Minister of Agriculture, Food and Rural Affairs
11th Floor
77 Grenville Street
Toronto, ON
M7A 1B3

We were very disappointed with the rejection of our two recent applications for infrastructure funding and, as you can see from the attached motion, our Council is asking that use of the current scoring indicators be discontinued.

Municipalities that have significant debt and few reserves have not planned to maintain their infrastructure. Awarding a high score to a municipality with a low net financial asset per household just encourages continued poor planning.

Also, we note that the scoring indicators for a municipality are not likely to change anytime soon meaning that the same municipalities will continue to score well and qualify repeatedly for funding.

By copy of this letter, we ask other municipalities and groups to support our request that all future infrastructure funding be distributed to all municipalities utilizing a fair and equitable formula.

Yours truly

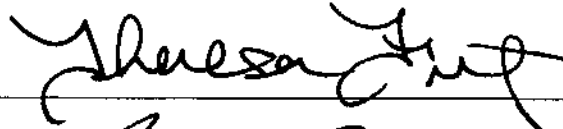
Louis Antonakos, Mayor
613-257-6206
lantonakos@sympatico.ca
info@carletonplace.ca

**TOWN OF CARLETON PLACE
127th COUNCIL**

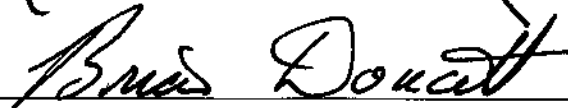
Motion No. 5-127-05

Communication 127026

Moved by



Seconded by




WHEREAS the Province of Ontario recently scored applications for two major infrastructure programs, the Small Communities Fund (SCF) and the Ontario Community Infrastructure Fund (OCIF) and ranked municipalities based on their economic conditions and fiscal situations;

AND WHEREAS some of the indicators used to score municipalities actually penalize a municipality that has planned for future infrastructure needs by establishing financial reserves;

AND WHEREAS municipalities have little ability to alter their circumstances and improve their score or ranking;

NOW THEREFORE BE IT RESOLVED that the Town of Carleton Place hereby calls upon Minister Jeff Leal to discontinue the use of the current evaluation criteria that penalizes municipalities that plan to maintain their infrastructure and instead distribute all future infrastructure grants to all municipalities utilizing a fair and equitable formula.

Carried February 9th, 2016


Louis Antonakos, Mayor

RECEIVED JAN 29 2016

5771 Highway 23,

R.R.#2, Harriston, ON, N0G1Z0

January 29, 2016

Mr. White, Mr. Bridge

Just wondering if you are aware that when the railroad expropriated the right of way for their tracks that they were required to build and maintain fencing forever. This obligation remains with any subsequent owners. Dave Burns, spokesperson for the Palmerston trail group is aware of this and his reply was that they had no money for fences. Has he conveyed this information to council?

This could be an expensive issue for the municipality if it became an owner of former railroad property.

Concerned tax payer,

Ralph Tarr

338-2043

Town seeks legal opinion before moving on acquisition of trail lands

by Patrick Raftis

PALMERSTON — Minto council will seek a legal opinion before making a commitment to permanently maintain the White's Junction Trail and proceeding with an agreement to take over the property.

At the May 6, 2015 council meeting, Palmerston Trail Association president David Burns proposed the town take over ownership and responsibility to maintain about eight kilometres of former railway right of way developed by the organization.

Council was receptive to the idea and prepared a draft agreement.

However, on Jan. 8 the trail association asked the town in a letter to confirm several conditions would be met, including that the property remain a walking and biking trail, that no motorized vehicles be allowed and any successor group to the association retain the right to post railway-related historical material and plant memorial trees.

"I think they've been struggling with actually signing off on the lands," commented CAO Bill White at the Jan. 19 Minto council meeting.

However, he noted he was not in a position to guarantee the group's requested condi-

tions would be met.

"One thing that might help the group is that we put on the deed that it always be used for a trail and that way we bind the future council that this remain a public trail," White suggested.

Councillor Mary Lou Colwell expressed concern about making financial commitments that could last well beyond the terms of existing councillors.

"I just feel we can't legally bind ourselves," she said.

Deputy mayor Ron Faulkner agreed, adding, "We're accepting liability and giving away the decision-making ability."

Right of first refusal

Mayor George Bridge suggested the town offer the trail group right of first refusal on the property, should a future council decide it did not want to maintain the trail.

"I think right of first refusal almost gives them the protection they want," the mayor stated.

"As long as we're not giving them a covenant," said Faulkner.

White suggested the town have the proposed "covenant" reviewed by a lawyer "just to address council's concern that they could extricate themselves from that part of the agreement in the event that they didn't want it to be a trail anymore."

Council approved a resolution to accept the report and directed White to obtain legal advice.

Mill Street Park acquisition

Municipal acquisition of a small piece of parkland in Harriston proved less complicated at the Jan. 19 meeting.

Council passed a bylaw at the meeting to authorize the signing of documents to complete the purchase of the Mill Street Park from the estate of George Walkey.

CAO Bill White explained in a report the Harriston Horticultural Society has a 99-year lease for the park. The lease was signed in 1958 and runs to April 21, 2057. The property is about a half-acre in size and land ownership had rested with Walkey's estate. The town has negotiated purchase for a nominal amount.

The horticultural society pays the \$80 per year in annual taxes, and is prepared to continue to use the lands for its own purposes.

The report states the town already assists with maintenance and "should own the land given it is fully within the flood plain."

The purchase price is \$1 and each party is to cover its own legal fees, expected to be less than \$1,000.

Wellington Advertiser
Jan 29. 2016

CULTURAL ROUNDTABLE
Minutes of January 25, 2016

The Cultural Roundtable held its regular meeting on Monday January 25, 2016 at Launch It Minto. Roundtable Members present for the meeting were: Chair Andrew Gowan, Mayor George Bridge, Willa Wick, Caitlin Hall, John Cox, Megan Raftis and Peggy Raftis. Members of staff present were Treasurer Gordon Duff. Regrets were received from Morgan Janssen, Brooke McLean, Councillor Mary Lou Colwell, Councillor Jean Anderson, and Economic Development Manager Belinda Wick-Graham.

Chair Andrew Gowan welcomed everyone and opened the meeting at 6:00 p.m.

The Roundtable reviewed the previous meeting notes

MOTION:

Moved By: Willa Wick

Seconded By: Megan Raftis

THAT:

The Cultural Roundtable approve the minutes of the November 23, 2015 meeting

CARRIED

Chair Gowan spoke about the #MintoPhoto contest that has been running for the past year. The purpose of the contest was twofold: to encourage people to use the #MintoPhoto hashtag and also to gauge the usefulness of the Guelph publication that it was promoted in. There were 66 photos submitted using the hashtag, and six eligible contestants for the draw as other participants were either members of the Cultural Roundtable committee or staff members at the Town of Minto.

Mayor Bridge suggested we should have included a rider for the use of the submitted photos for promotional purposes. Chair Gowan indicated that this was discussed initially, but was not included. It was also suggested that the photos submitted be uploaded to the Treasures of Minto website.

The six eligible contestants' names were put in a hat and the winner was drawn. The winner of the #MintoPhoto Contest is Amy Belair.

The committee discussed various options for the \$400 prize that is to be awarded to Amy and it was decided that the prize would include a 1 night stay at the Meiklejohn House, valued at \$135.60; \$75 in gift certificates to the restaurants of her choice; and \$175 in gift certificates to the activities of her choice. Hall informed the group that Wick-Graham will notify the winner upon her return.

Chair Gowan reported that the Volunteer Portal is functional. The reveal at the library didn't work so well due to a poor internet connection. A pilot session held at the Town office was a success and some bugs were identified and fixed. Instructions on how to post opportunities on the Volunteer Portal are available and will be given out at future training sessions. All postings on the portal are approved by Wick-Graham before they go live.

CULTURAL ROUNDTABLE
Minutes of January 25, 2016

A discussion ensued on how to roll out the portal. Mayor Bridge suggested promoting it through social media and a story in the Wellington Advertiser. Treasurer Duff also suggested putting information in the welcome bags distributed to newcomers to inform them of volunteer opportunities in the community. Hall recommended a listing on the Town of Minto page in the Rural Route with details about the portal. Letters to organizations that might require volunteers, including instructions on posting the portal was also suggested as well as posters to be displayed at libraries and other community posting locations. Promoting the portal at Norwell was also discussed as students require volunteer hours. Mayor Bridge will discuss the portal with the principal at Norwell and will look for suggestions on how to promote it at the school.

Chair Gowan brought up the Information Meeting to be held in March. This is the meeting that was held in 2015 for the first time where we invite all the groups from Minto to attend and discuss collaborating on events and promotion and to also create our community calendar of events in the attempt to prevent many events being held on the same day. It was suggested that instead of having a speaker this year, we host a Volunteer Portal presentation. A survey was completed at the event in 2015, would be helpful to see the results before planning this year's event. The date selected is Thursday March 31, 2016 at 7pm in the Library Community Room. McLean to please confirm room availability.

The Volunteer Management Training update was deferred to the next committee meeting as it was decided Wick-Graham was needed to give update.

Flipping the Iceburg, a youth leadership event facilitated by Gregory Smith was reviewed. Gregory is providing a good deal at \$75 per person for a 1 day event. The committee was unsure of some details including the intended age group of participants, how participants are selected, where it would be held, etc. A decision on this was deferred to the next committee meeting. There was little information available on the Youth Council. Treasurer Duff offered to check with Matt Lubbers at the Town of Minto for an update. Alison Vasey, the Community Youth Resiliency Worker, has left the position.

The strategic planning document for the Cultural Roundtable was circulated to committee members for a reminder on the focus of our committee and as a starting point to brainstorm future activities. The budget for 2016 is \$15,000, same as in 2015. In 2015, \$9,307 was spent. Wick-Graham has budgeted \$5000 in the tourism budget for the Butter Tarts & Buggies initiative. Mayor Bridge announced that the Palmerston Library is set to be completed soon and includes a "maker space" that could be used to facilitate workshops and programming with recording studio equipment, drafting equipment, etc. Raftis suggested hosting a paint night, where an artist/facilitator is invited to host an event where participants can make their own painting with instructions and supplies provided. A similar event was held in Palmerston last year, organized by Tracy Zemmeling and was very popular. The Plowing Match was discussed and it was noted that a number of cultural events are

CULTURAL ROUNDTABLE
Minutes of January 25, 2016

not being held this year to free up time and resources for this major community event. There will be no fall Basement Café, no Savour the Flavours and no Culture Days events. There was some discussion about how the Cultural Roundtable can participate in showcasing Minto at the plowing match. Mayor Bridge informed the committee about the Wellington County tent which will be used to showcase various groups such as Taste Real. There will also be a zipline into the tent. Mayor Bridge mentioned that there would be an opportunity for groups such as the Arts Council and Theatre Guild to have a presence without the cost of their own tent.

Roundtable Partner Updates: Raftis reported that the Youth Theatre Program is a finalist in the Rural Ontario Institute Youth Engagement Showcase and will have a television crew coming shortly to film some footage. The latest play will run March 18, 19, 20 and 24, 25, 26. Treasurer Duff reported that Spark lives and recently received three years of Trillium funding. He also mentioned the next Basement Café will be held on February 20, 2016. There is a brainstorming session planned for February 25 at 7pm to discuss various options for the Old Post Office basement.

Next meeting will take place Monday February 22, 2016 at 6:00 p.m. at LaunchIt Minto.

Caitlin Hall
Economic Development Assistant



TOWN OF MINTO

DATE: February 2 2016

REPORT TO: Mayor and Council

FROM: Stacey Pennington, Building Assistant

SUBJECT: Deletion of Severance Consent Agreement
Stever Development-Minto and Nelson Street Clifford

STRATEGIC PLAN:

- 9.1 Establish and maintain streamlined planning approval processes that use innovative and cost effective tools to protect Town and public interest and ensure development proceeds quickly and affordably.
- 11.7 Apply policies where developers pay for the cost of services required for a subdivision or similar development, that hard service costs are recovered through appropriate fees for infill lots, and the cost of remaining infrastructure Strategic Plan July 2013 15 such as sidewalks, parkland, private utilities and similar are born by the benefitting parties.

BACKGROUND:

In 2007 Wellington County conditionally approved severance applications B114/07 through B118/07 for Frederick and Evelyn Stever and B119/07 and B120/07 for Larry Stever. These applications apply to the lands shown below.



To prevent the severance from expiring in 2008, the Town executed an agreement with both Frederick and Evelyn Stever and Larry Stever, which allowed Town staff to sign off on the severance even though conditions approved by the Land Division Committee were not met. It allowed the individual lots to be created but those same lots could not be subsequently sold to any other party until certain conditions were met.

The severance agreement was intended to be temporary and required the family complete certain actions before lots could be sold. This included submission of a reference plan for the subject properties, signing of a development agreement to the satisfaction of the Town, and proper title registration of these agreements.

In 2011, the Stever family signed the required Development Agreement with the Town outlining servicing and drainage requirements for the four lots fronting on Minto Street. There was \$47,500 in security posted with the site plan agreement representing their contribution to servicing the lands.

COMMENTS:

The development agreement dealt with work required on Minto Street. The Town also received ownership of the storm pond and easement needed to support residential construction. This is a picture of the storm pond when it was first constructed.



After the development agreement was signed, Public Works Department scheduled work on Nelson Street from the Water Tower south to Minto Street. Not only did this service the Stever lots on Nelson, but it pre-serviced lots across the road owned by Wightman. Public Works has confirmed that the required payment toward Nelson Street has been received. On that basis required work under the development agreement is substantially completed, and the restrictions under the old severance consent agreement can now be removed.

FINANCIAL CONSIDERATIONS:

All financial implications are covered by the security in the Development Agreement.

RECOMMENDATION:

THAT Council of the Town of Minto receives the Building Assistants's Report dated February 2, 2016 regarding Deletion of the Severance Consent Agreement for the Stever Development located at Minto and Nelson Street, in Clifford, and the Mayor and C.A.O. Clerk be authorized to sign any required documentation to release the 2008 Severance Agreement pertaining to the properties.

Stacey Pennington
Building Assistant

Properties

PIN 71002 - 0142 LT ☒ Redescription
Description PT PKLT 6 E/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD, PART 1,
PART 2, PART 3, PART 4, PART 8, PART 9 AND PART 10, 61R-10860, TOWN OF MINTO
Address CLIFFORD

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF MINTO
Address for Service R. R. #1
5941 Highway 89
Harriston, Ontario
N0G 1Z0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation through Barbara L. Wilson, Clerk.

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Guildford William Deverell	166 Main Street South Mount Forest N0G 2L0	acting for Applicant(s)	Signed	2008 06 11
Tel	5193231600			
Fax	5193233877			

Submitted By

DEVERELL & LEMAICH LLP	166 Main Street South Mount Forest N0G 2L0	2008 06 13
Tel	5193231600	
Fax	5193233877	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : LV8369

SEVERANCE CONSENT AGREEMENT

THIS AGREEMENT made this 21st day of May, 2008.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

Hereinafter called "Minto",
Of the FIRST PART,

AND

FREDERICK CHARLES STEVER and EVELYN JEAN STEVER
of the Town of Minto, in the County of Wellington,

Hereinafter called "Frederick and Evelyn",
Of the SECOND PART,

AND

LARRY FREDERICK STEVER, of the Town of Minto,
In the County of Wellington,

Hereinafter called "Larry",
Of the THIRD PART.

WHEREAS:

- A. Frederick and Evelyn are the registered owners of the following lands having property identifier number 71002-0142 (LT) with frontages on Nelson Street, Minto Street and Park Street in the former Village of Clifford:

Park Lot 6 on the East side of Minto Street Plan for the Village of Clifford (Concession D) as described in instrument number DN46709 registered on the 27th day of June, 1977 save and except that part thereof described in instrument number RON54823 registered on the 12th day of June, 1979.

- B. Larry is the registered owner of the following lands having property identifier number 71002-0096 (LT) with frontages on Nelson Street and Park Street in the former Village of Clifford:

Part of Park Lot 6 on the East side of Minto Street Plan for the Village of Clifford (Concession D) as described in instrument number RON54823 registered on the 12th day of December, 1979.

- C. Frederick and Evelyn have applied to the County of Wellington Planning and Land Division Committee (hereinafter called "the Committee") by way of Application Nos. B114, B115, B116, B117 and B118 (2007) for consent to sever their said property into five (5) lots and two (2) retained lots pursuant to Section 53 of the *Planning Act*.
- D. Larry has applied to the Committee by way of Application Nos. B119 and B120 (2007) for consent to sever his said property into two (2) lots and one (1) retained lot pursuant to Section 53 of the *Planning Act*.
- E. Provisional consents pursuant to the said Applications B114 to B118 inclusive were given by the Committee on the 2nd day of August, 2007 with eleven (11) conditions of approval to be fulfilled not later than 4:00 p.m. on the 9th day of August, 2008.

- F. Provisional consents pursuant to the said Applications B119 and B120 were given by the Committee on the 2nd day of August, 2007 with ten (10) conditions of approval to be fulfilled not later than 4:00 p.m. on the 9th day of August, 2008.
- G. This Agreement is being made to address condition numbers 6 and 10 in the provisional consents for Applications B114 to B118 inclusive and condition numbers 6 and 9 in the provisional consents for Applications B119 and B120 established by the Committee for the proper and orderly development of the properties described above as authorized by subsection 51 (25) (d) of the *Planning Act*.
- H. Subsection 51 (26) of the *Planning Act* provides that such an agreement may be registered on the title of the lands to which it applies and that the municipality is entitled to enforce the provisions of it against the owner and subject to 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 pursuant to the said conditions imposed by the Committee, Frederick and Evelyn and Larry covenant and agree with Minto as follows:

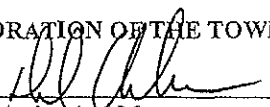
1. Survey. The Parties of the Second and Third Parts shall provide Minto and its solicitor with a registered reference plan of survey showing the seven (7) severed lots and the three (3) retained lots as numbered parts thereon prior to the issuance by Minto of the required 'Letter of Clearance' with respect to the said conditions 6 and 10 and 6 and 9 respectively.
2. No Dealings with the Properties without Consent. The Parties of the Second and Third Parts shall register on their respective properties immediately after the registration of the transfers required to put the creation of the seven (7) severed lots and the three (3) retained lots into effect, in a form satisfactory to Minto, a restriction on the further transfer or mortgaging of the whole or any part of their respective properties described herein.
3. Section 118, Land Titles Act. The restriction provided for in paragraph 2 shall be implemented by an Application to the Land Registrar under Section 118 of the Land Titles Act whereby the Land Registrar will make an entry on the parcel registers for the said properties as subdivided declaring that no transfer will be made, or charge created, unless the consent of Minto has been obtained either through the Clerk or the Mayor of Minto.
4. Minto's Consent. The Parties of the Second and Third Parts shall not request the consent of Minto for relief from the Section 118 restriction until they have entered into a Development Agreement with and satisfactory to Minto with respect to the provision and

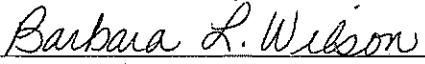
financing of the following services for the properties described herein: water, sanitary sewer, storm sewer, storm water management, and street lighting, and in addition any other matter which Minto may deem to be necessary for the proper and orderly development of the said properties.

5. **Building Permits.** The Parties of the Second and Third Parts shall not apply to the Chief Building Official for Minto for a building permit for any of the seven (7) severed lots and three (3) retained lots until a Development Agreement as provided for in paragraph 4, which is satisfactory to Minto, has been entered into and registered on the title to all components of the properties described herein.
6. **Discharge of Section 118 Restriction.** Upon the registration of a Development Agreement as described in paragraphs 4 and 5, Minto shall cause the restriction under Section 118 of the Land Titles Act to be removed from the titles to the properties described herein by the preparation and registration of an 'Application to Delete Restrictions' at the expense of the Parties of the Second and Third Parts.
7. **Registration of Agreement.** Prior to the provision of the revised 'Letter of Clearance' by Minto to the Committee with respect to the conditions addressed by this Agreement, the Agreement shall be registered by Minto pursuant to the provisions of the Land Titles Act and the Planning Act at the expense of the Parties of the Second and Third Parts.
8. **Enurement.** The covenants, rights, duties, provisions, conditions and obligations in this Agreement shall enure to the benefit of and be binding upon Minto and upon the Parties of the Second and Third Parts and their heirs, estate trustees and assigns.

IN WITNESS WHEREOF the party of the First Part has hereto executed this Agreement.


THE CORPORATION OF THE TOWN OF MINTO


Per: 
David Anderson - Mayor

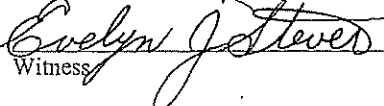
Per: 
Barbara Wilson - Clerk

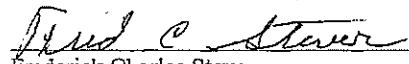
We have authority to bind the Corporation.

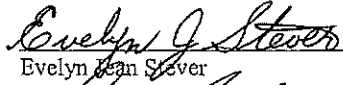
IN WITNESS WHEREOF the parties of the Second and Third Parts have hereunto executed this Agreement.


Witness


Witness


Witness


Frederick Charles Stever


Evelyn Jean Stever


Larry Frederick Stever

ACKNOWLEDGEMENT AND DIRECTION

TO: Brian George Saunderson
(Insert lawyer's name)

AND TO: CHRISTIE CUMMINGS
(Insert firm name)

RE: Deletion of Notice registered as Instrument No. WC213443 ('the transaction')
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☒ Other documents set out in Schedule "B" attached hereto. - Application

Dated at _____, **this** _____ **day of** _____, **20** _____.

WITNESS

(As to all signatures, if required)

THE CORPRATION OF THE TOWN OF MINTO

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

This document has not been submitted and may be incomplete.

Properties

PIN	71002 - 0292 LT
Description	PT PKLT 6 E/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD - PT 3 61R10860; TOWN OF MINTO
Address	CLIFFORD

Applicant(s)

Name	THE CORPRIATION OF THE TOWN OF MINTO Acting as a company
Address for Service	R.R. #1, 5941 Highway 89, Harriston, Ontario, N0G 1Z0

I, , have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

I THE CORPORATION OF THE TOWN OF MINTO having a legal interest in the lands hereby apply under section 71 of the Land Titles Act to have the register for the said PIN amended by: DELETION OF INSTRUMENT NO. WC213443

I BRIAN GEORGE SAUNDERSON solicitor make the following law statement I hereby confirm that the consent or release of every party enjoying a benefit under the Agreement is included in this Application..



Building Permit Monthly Review

Period Ending - January 31, 2016

	2016		2015	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	0	\$ -	0	\$ -
Multiple Family Dwelling	0	\$ -	0	\$ -
Accessory Dwelling	0	\$ -	0	\$ -
Residential Additions/Renovations	3	\$ 133,000.00	2	\$ 38,000.00
Residential Accessory Structures	1	\$ 50,000.00	0	\$ -
Residential Pool Enclosures/Decks	0	\$ -	0	\$ -
Commercial Permits	0	\$ -	0	\$ -
Industrial	0	\$ -	0	\$ -
Institutional	0	\$ -	0	\$ -
Agricultural	1	\$ 60,000.00	0	\$ -
Sewage Systems	0	\$ -	0	\$ -
Demolitions	0	\$ -	0	\$ -
Monthly Total	5	\$ 243,000.00	2	\$ 38,000.00
Total Year to Date	5	\$ 243,000.00	2	\$ 38,000.00

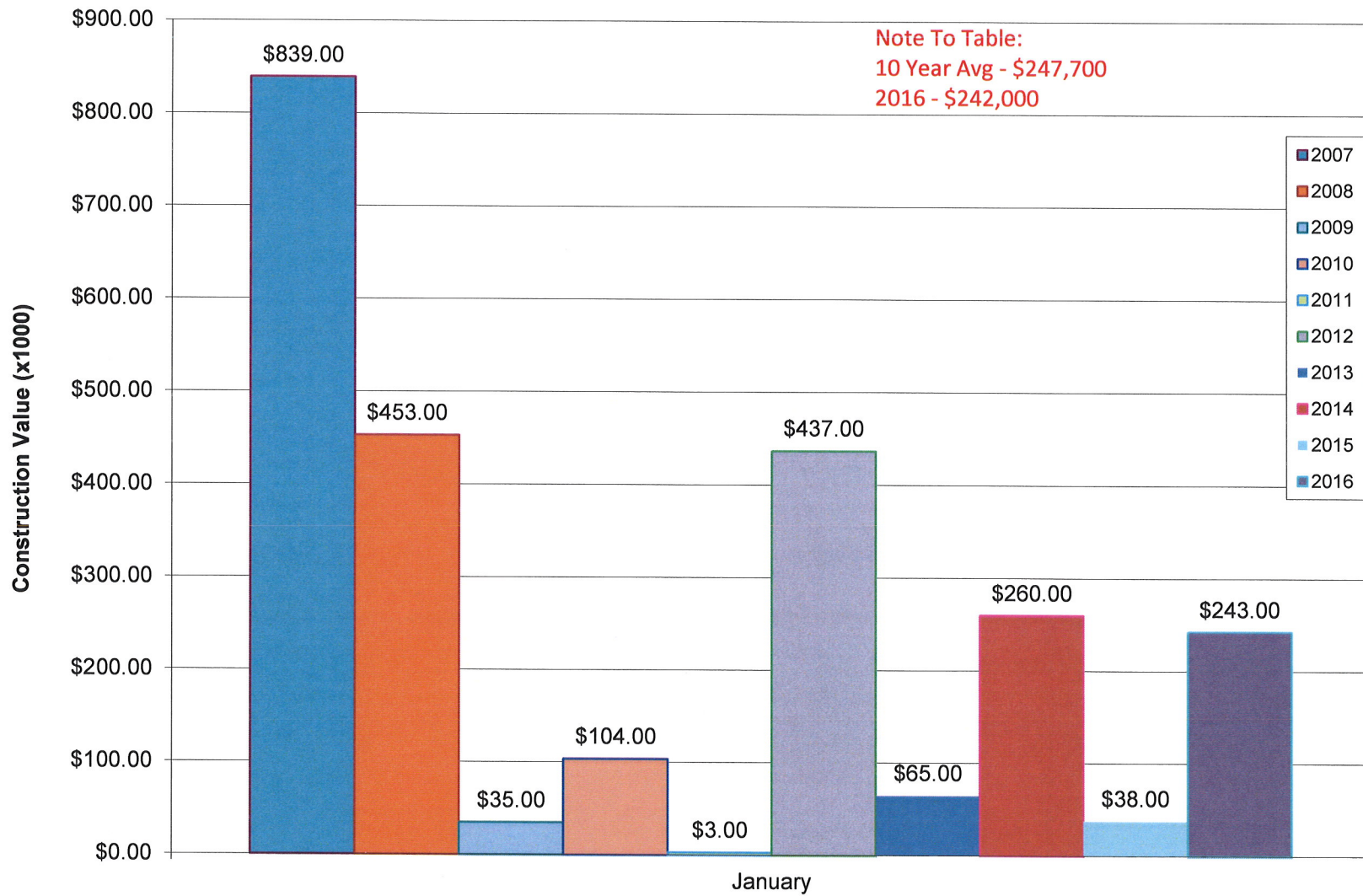


Building Permit Year-To-Date Report

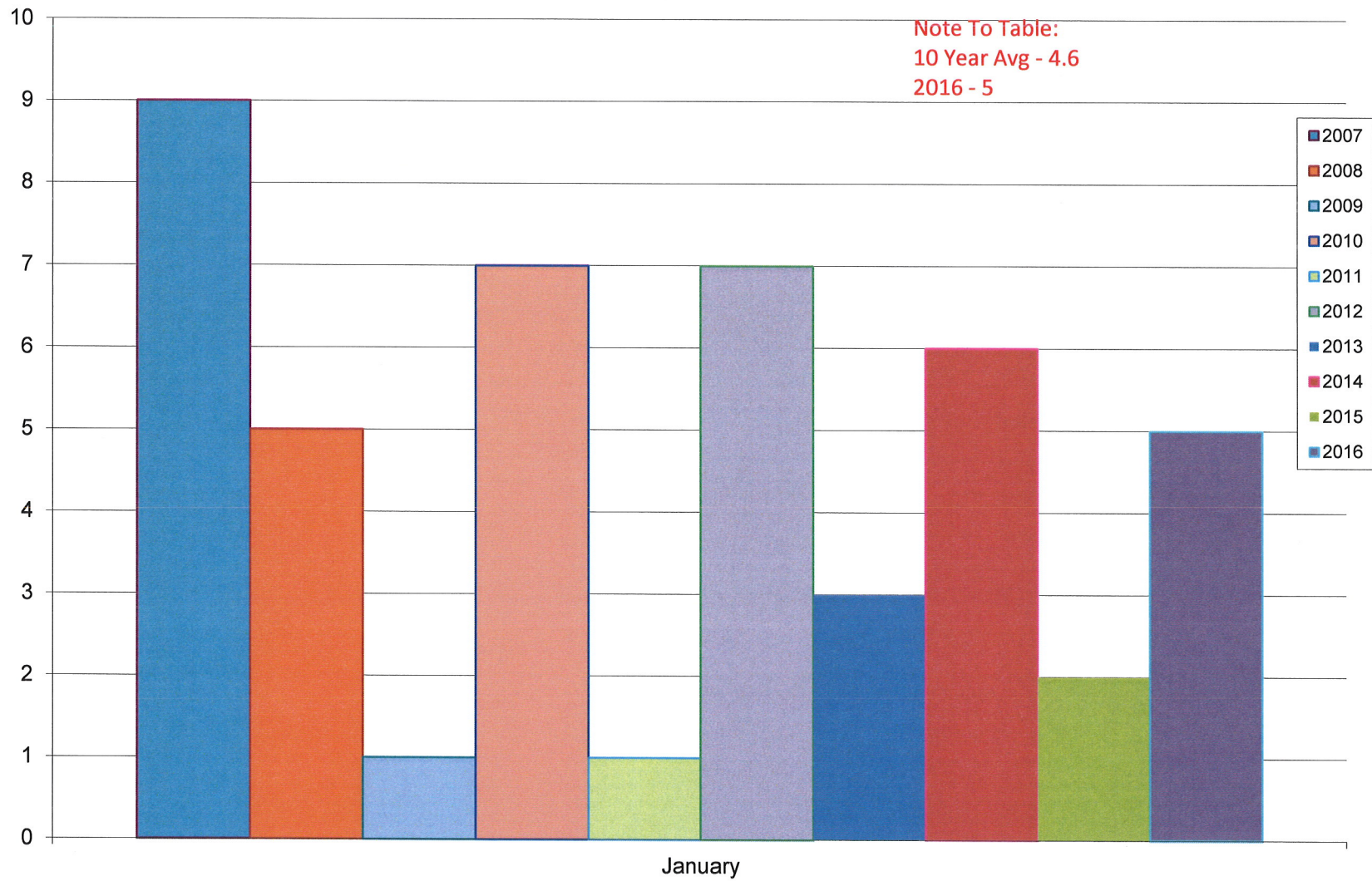
Year-To-Date Ending January 31, 2016

PERMIT TYPE	2016		2015	
	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	0	\$ -	0	\$ -
Multiple Family Dwelling	0	\$ -	0	\$ -
Accessory Apartments	0	\$ -	0	\$ -
Residential Additions/Renovations	3	\$ 133,000.00	2	\$ 38,000.00
Residential Accessory Structures	1	\$ 50,000.00	0	\$ -
Residential Pool Enclosures/Decks	0	\$ -	0	\$ -
Commercial Permits	0	\$ -	0	\$ -
Industrial	0	\$ -	0	\$ -
Institutional	0	\$ -	0	\$ -
Agricultural	1	\$ 60,000.00	0	\$ -
Sewage Systems	0	\$ -	0	\$ -
Demolitions	0	\$ -	0	\$ -
Total	5	\$ 243,000.00	2	\$ 38,000.00

10 Year Construction Value



10 Year Permit Numbers





TOWN OF MINTO

DATE: February 11, 2016
REPORT TO: Mayor and Council
FROM: Bill White, CAO/Clerk
SUBJECT: Howick Fire Agreement

STRATEGIC PLAN:

6.5 Make available the Town's Volunteer Fire Services to abutting municipalities at fees that cover the cost of developing and maintaining the service, and support joint initiatives to share the cost of fire prevention and inspection services.

BACKGROUND:

Howick Township borders the edge of the Village of Clifford. The Minto Fire Department Clifford Station has traditionally provided emergency responses and fire inspections to part of Howick Township for a number of years.

The current agreement was signed in 2011 after they had formed their own fire department in 2010. A new agreement was prepared and reviewed with the Treasurer and Fire Chief of Howick. Their main concern was the cost per call as in 2015 there were only 3 calls for service in Howick which resulted in their requesting the fee be calculated on a per call basis.

COMMENTS

The agreement changes the remuneration from \$19,176 to \$3000 per response by Minto into the *Fire Area* with a minimum amount of \$9000 paid annually. The following summarizes some of the terms:

- a. Five year agreement with 12 month termination notice for fire area shown on attached map.
- b. Liability, WSIB, confidentiality and similar sections same as North Perth agreement with Town
- c. Services provided include:
 - i. Fire Suppression, Rescue and Emergency Services (include Motor Vehicle Collisions but does not include Trench Rescue, Confined Space Rescue or Water/Ice Rescue)
 - ii. Dispatching of Calls, Radio Communication from Emergency Scenes and Interoperable Communications
 - iii. Hazardous Materials Response to the Awareness Level only
 - iv. Medical Tiered Response acting under the current Agreement with Minto and Guelph/Wellington EMS including defibrillation
 - v. Open Air Burning Matters (except those requiring POA tickets which will be completed by Howick By-Law Enforcement Officer).
 - vi. Issues or Complaints regarding Nuisance Burning (except those which require decisions from the *Chief Fire Official*)
 - vii. Routine Fire Inspections
- d. Howick is responsible for notifying residents and occupants in the *Fire Area* of procedures for reporting an emergency and of the services provided by Minto Fire.

- e. Town Fire Chief may refuse to supply response if personnel, apparatus or equipment are required in Minto or elsewhere, under the Mutual Aid Plan.
- f. Minto receives all funds for occurrences at which the fire department attends in the *Fire Area*. Minto will be responsible for the billing of services in accordance with the Howick Fees and Services By-Law.
- g. Fire Chiefs agree to communicate regularly but no less than once per year, to discuss program and service delivery matters within the *Fire Area*.

FINANCIAL IMPLICATIONS

The 2011 Fee for Service was \$17,716 and it increased to 19,176 in 2015. The Clifford station takes about 42 calls per year at a net cost of \$120,000 annually. That call volume represents about 21% of all calls received by Minto Fire. Clifford's estimated share of Fire administrative costs is about \$108,000. Council will recall the administrative budget contains the cost of the Chief, fire prevention programs, vehicle replacement, Fire Department branding and other overall costs to run the Department. Some of these services are not provided to Howick which is why a \$3,000 per call rate was set.

Calls to Howick vary annually. To exceed the \$19,176 payment in 2015 under the new agreement Howick would need to receive seven calls. Staff will use the \$9,000 as a budget estimate. If there are fewer calls to Howick the Town will save on volunteer remuneration, fuel and equipment. This slight reduction in revenue is not a serious concern.

RECOMMENDATION:

THAT Council receives the Fire Chiefs February 11, 2-016 report on the Howick Fire Agreement and consider a by-law authorizing the Mayor and C.A.O. Clerk to sign the Fire Agreement with the Township of Howick.

Chris Harrow – Fire Chief
Town of Minto



TOWN OF MINTO

DATE:

February 11, 2016

REPORT TO:

Mayor and Council

FROM:

Annilene McRobb, CAO Clerk & Council Assistant

SUBJECT:

Appointment By-law update

STRATEGIC PLAN:

Demonstrate Council and Staff leadership by taking primary responsibility for implementing and following the Strategic Plan, while recognizing the roles of community leaders in achieving Plan success.

12.1 Implement the strategic plan in consultation with the community at all times, and draw on the volunteers, private business, non-profit groups and key individuals to assist and promote strategic goals.

BACKGROUND

The Procedural By-law provides for Council appointments to ad hoc, advisory and special purpose committees annually. The Appointment By-law establishes representation on these committees as well as more bodies such as Committee of Adjustment, Property Standards Committee, Conservation Authorities, and Jamesway Manor Non-profit Housing Corporation. The By-law also includes volunteer appointments to various Town standing Committees. The last Appointment By-law was passed in December, 2104 (2014-89) with an amending By-law passed in April of 2015 (2015-32).

COMMENTS:

The proposed by-law addresses changes to various committee memberships. It also recognizes Councillor Turton's appointment to the Maitland Valley Source Water Protection Committee approved by resolution COW-007-15 at Council's January 7, 2015 meeting.

FINANCIAL CONSIDERATION:

There are no unbudgeted costs to this appointment by-law.

RECOMMENDATIONS:

THAT Council receives the February 11, 2016 report from the CAO Clerk and Council Assistant regarding updating the Appointment By-law, and considers the By-law in regular session.

Annilene McRobb
CAO Clerk and Council Assistant

**TOWN OF MINTO**

DATE: Feb 11, 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 February 11, 2016:

Administration	\$ 1,046,672.56
People & Property	755.98
Health & Safety	
Health Services	15,227.80
Building	172.89
Economic Development	6,027.98
Incubator	1,932.47
Tourism	
Fire	17,187.69
Drains	
Roads	465,462.56
Cemetery	
Streetlights	12,088.08
Waste Water	16,339.98
Water	12,435.90
Minto in Bloom	
Recreation	
Clifford	12,656.47
Harriston	25,042.82
Palmerston	29,833.63
Norgan	4,775.25
	<hr/> <hr/>
	\$ 1,666,612.06

COMMENTS:

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

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

FINANCIAL CONSIDERATIONS:

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

RECOMMENDATION:

That Council of the Town of Minto receives the Treasurer's report dated February 11, 2016, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for December 2015 and January/February 2016.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: February 9, 2016
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: 2015 Council Remuneration

STRATEGIC PLAN:

Manage Town finances in a transparent and fiscally responsible manner using a wide variety of accepted methods such as maintaining healthy reserves, investing conservatively, sensible user fees, property tax control, and responsible borrowing.

BACKGROUND:

The Municipal Act 2001, SO 2001, c.24, Section 284 mandates that "...the Treasurer of a municipality shall in each year on or before March 31 provide to council of the municipality an itemized statement of remuneration and expenses paid in the previous year..."

COMMENTS:

The requirement to report Council expenditures on an annual basis is a statutory duty of the Treasurer.

The base salaries of Council members are as follows:

Mayor	\$11,440
Deputy-Mayor	\$ 9,440
Councillor	\$ 8,440

FINANCIAL CONSIDERATIONS:

There are no additional financial costs related to the reporting of these expenditures. For the calendar year 2015, preliminary results indicate the actual expenditures will be just over \$117,000 versus a budgeted amount of \$137,810.

RECOMMENDATION:

THAT Council receives the February 9th report from the Treasurer regarding 2015 Council Remuneration for information.

Gordon Duff
Treasurer

2015 COUNCIL EXPENSES

December 1, 2014 to November 30, 2015

Name	Regular Earnings	Per Diems Meetings	Conventions Seminars & Expenses	Mileage	Total
G Bridge	\$15,786.15	\$7,200.00	\$1,782.38	\$117.07	\$24,885.60
R Faulkner	12,730.77	2,950.00	2,060.73	454.87	\$18,196.37
J Anderson	10,693.84	4,265.00	2,530.42	0.00	\$17,489.26
ML Colwell	10,693.84	4,195.00	2,927.64	240.63	\$18,057.11
J Dirksen	10,693.84	5,125.00	2,597.02	623.62	\$19,039.48
R Elliott	10,693.84	7,902.00	5,288.05	1004.48	\$24,888.37
D Turton	10,693.84	2,930.00	1,726.20	182.16	\$15,532.20
Total	\$81,986.12	\$34,567.00	\$18,912.44	\$2,622.83	\$138,088.39



TOWN OF MINTO

DATE: February 8, 2016

REPORT TO: Mayor and Council

FROM: Gordon Duff, Treasurer

SUBJECT: Ontario Community Infrastructure Fund (OCIF) Application

Based Component Intake Two – Contribution Agreement

STRATEGIC PLAN:

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

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

BACKGROUND:

On September 1, 2015 Council endorsed its project under the Ontario Community Infrastructure Communities Fund Application Based Component Intake Two as the complete reconstruction of Jane & Inkerman Streets in Palmerston, including replacing aging water pipes and stormwater sewers and associated roadwork. An Expression of Interest was submitted September 8, 2015 resulting in an invitation to submit a full application. The application went in on December 15, 2015. On February 5, 2016 the Town was advised the Province approved the project for costs as submitted.

COMMENTS:

The attached Contribution Agreement recognizes eligible costs incurred from July 28, 2015 to December 31, 2017. The project is to have a Substantial Completion date no later than October 30, 2017. The Contribution Agreement must be executed no later than March 11, 2016 with the tender awarded and a Revised Budget Report submitted no later than May 31, 2016. There are also certain obligations regarding signage and communication requirements as noted in the agreement. This includes a requirement to place a sign during the work and after the work and notifying the parties of major announcements and openings

There are will be a number of reports due at various stages of the work. Fortunately, this program works on the milestone model to flow funds to the municipality. The Town of Minto will receive up to 55% of the maximum Provincial contribution upon the execution of the Contribution Agreement. An amount up to a maximum of 75% of the Provincial Contribution including the amount of the advance at the time of the first milestone will be received when the Revised Budget Report after tendering is approved. The balance of the funding will be received after the Final Reports have been submitted and accepted.

FINANCIAL CONSIDERATIONS:

The Town has been approved for funding at a level of 80% of Total Net Eligible Costs of \$1,619,870. This works out to a Provincial Contribution of \$1,295,896. Based upon the milestone funding model described above, advances for Milestone 1 would be approximately \$712,742; Milestone 2 would be \$259,179 with the remainder for Milestone 3 of \$323,975.

RECOMMENDATION:

That Council receives the Treasurer's report dated February 8, 2016 and a By-law is considered in regular session authorizing the Mayor and C.A.O. Clerk to sign the Ontario Community Infrastructure Fund-Application Based Component Contribution Agreement and any related documents for the Jane & Inkerman Streets complete Reconstruction project.

Gordon Duff, CPA, CGA
Treasurer

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Fax: 519 826-3398

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 1-877-424-1300
Télééc. : 519 826-3398

Rural Programs Branch

February 5, 2016

Our File: OCIF AC2-0174

Gordon Duff, Treasurer/Deputy CAO
Town of Minto
5941 Highway #89
Harriston, Ontario, N0G 1Z0
Email: gordon@town.minto.on.ca

Dear Gordon Duff:

**Re: Ontario Community Infrastructure Fund (OCIF) Application Based Component,
Intake Two**

We are pleased to inform you that your project has been selected for funding under the second intake of the OCIF Application Based Component. Provided that the The Corporation of the Town of Minto enters into a contribution agreement, and subject to the terms and conditions of the same, the Province of Ontario will provide 80 per cent toward the total net eligible costs of the project up to \$1,295,896 described as follows:

Project Title	Total Net Eligible Cost	% Approved	Maximum Provincial Contribution
Jane & Inkerman Streets Complete Reconstruction	\$1,619,870	80%	\$1,295,896

Please note this information should be kept as confidential as possible, recognizing your need to obtain a council by-law, until such time as the government has announced funding for this project.

As noted previously the following conditions must be met in order to receive your funding:

- The Contribution Agreement (attached) must be signed and sealed and returned to the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) NO LATER THAN Friday, March 11, 2016. Failure to do so will result in the loss of funding. A copy of the passed council by-law allowing you to enter into an agreement with Ontario for this Project must accompany the Contribution Agreement. It is recommended that councils or boards meet as soon as possible to pass necessary documentation to allow signatories to sign the Contribution Agreement. This may require a special council meeting in order to meet the timelines. The Contribution Agreement will provide an implementation framework, contracting details,



environmental assessment requirements, as well as outline communications opportunities for your funded project. You will be required to insert the appropriate signatories names and titles.

Please ensure that you print out two copies of the Contribution Agreement and once signed and sealed, courier to Ministry of Agriculture, Food and Rural Affairs, Rural Programs Branch, 1 Stone Road West, 4NW, Guelph, ON, N1G 4Y2.

- You will also need to implement the insurance requirements in the agreement. Note that the ministry does not need to have a copy of these sent in.
- Please ensure that you verify the dates noted on Schedule C of your Contribution Agreement by which time you will:
 1. Award your construction contract (if there are multiple tenders – the estimated date by which the majority of the construction tender will be awarded)
 2. Complete your project.Dates currently noted in your Contribution Agreement are from your application. Please note, if you deviate from these dates, you may risk losing your funding.
- Ensure that you review your project description noted on Schedule A of your Contribution Agreement. Elements of your proposed project may have been revised based on the eligibility of project components and this will be indicated on the project description page.
- Any required Aboriginal consultations on the project should be done prior to the start of project construction work. Preliminary information on Aboriginal consultation will be requested by OMAFRA in the near future.
- Construction for all approved projects must be completed no later than December 31, 2017.

Should you have any questions, please do not hesitate to call the contact centre at 1-877-424-1300 or email OCIF@ontario.ca.

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,



Joel Locklin
Manager, Program Operations

Attachment: Contribution Agreement

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**”)

– and –

THE CORPORATION OF THE TOWN OF MINTO
(the “**Recipient**”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to:
(1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components:
(1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Adjust the Funds**” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Consultant” means any third-party consultant, engineer, contractor, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that

Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s

operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule “G” of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule “D” of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule “D” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule “D” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
 - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not

received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

- 4.9 *Insufficient Funds Provided By Legislature.*** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 *Ontario May Adjust The Funds.*** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 *Funds Are Part Of Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5

PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 28, 2015 and prior to the Project Completion Date.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:
- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
 - (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
 - (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.
- 5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8 INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the Project, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient’s Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient’s officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient’s own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than

by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 *Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.*** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 *Acquisition.*** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 *Ontario Not Responsible For Claims Under Tender/Bidding Process.*** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 *Competitive Procurement Process.*** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process

under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this

Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder

- or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the

Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw
Title: Assistant Deputy Minister

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF MINTO

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

The project is for the reconstruction of Jane and Inkerman Streets, and includes watermain and service line replacement, sanitary sewer line and services replacement, and road rehabilitation. Output: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Minimize incidence of breakages, failures and contamination by these systems; Decrease in contamination risk; reduction in sewer backups.

SCHEDULE “B” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed by October 30, 2017 or no later than December 31, 2017. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2019.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Program Manager, Ontario Community Infrastructure Fund Telephone: 1-877-424-1300 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: The Corporation of the Town of Minto 5941 Highway #89 Harriston, Ontario, N0G 1Z0 Attention: Gordon Duff, Treasurer/Deputy CAO Telephone: 519-338-2511 Fax: Email: gordon@town.minto.on.ca
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Agriculture, Food and Rural Affairs in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Two Hundred Ninety-Five Thousand, Eight Hundred Ninety-Six Dollars (\$1,295,896.00) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$1,619,870
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Eighty Percent (80%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 28, 2015 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to twenty-five (25) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2019.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 11, 2016
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	May 31, 2016

Milestone 3: Submission and Acceptance of Final Report	December 29, 2017
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MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement. This Agreement shall be received by Ontario no later than March 11, 2016.
Milestone 2: Upon receipt and acceptance by Ontario of required reports. If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.	Construction Contract Award Report Revised Budget Report Progress Report

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than March 2, 2018.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

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SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 28, 2015 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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**SCHEDULE “G”
REPORTING REQUIREMENTS**

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by May 15 and November 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 2, 2018.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2017.

REVISED TOTAL PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Total	\$	\$	\$
Less Any Actual or Potential Tax Rebates	\$	\$	\$
REVISED TOTAL NET ELIGIBLE COSTS	\$	\$	\$

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for The Corporation of the Town of Minto, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

This report is due twice a year on or before May 15 and November 15 and as part of a Milestone 2 submission.

Name of Recipient _____

Name of Project _____ **Project Number** _____

Construction Percentage Completed _____

Key Dates: _____

Date	Forecasted	Actual
First Construction Tender Awarded		
70% of Project Costs Awarded		
Start Date of Construction		
End Date of Construction		

Description of Activities	Activity Status(On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?

Attestation:

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name: _____

Title: _____

Date: _____

SCHEDULE “G” continued**PART G.4 – FINAL REPORT****Ontario****FINAL REPORT**

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

File No.:	Project Title:
Date:	Recipient Name:

Final Reports are to be completed and submitted to OMAFRA **within sixty (60) Business Days of the Project Completion and no later than March 2, 2018.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted in Application	Actual
Construction Start Date		
Construction End Date		

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

☐ Yes ☐ No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

--

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
GROSS ELIGIBLE COST	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST*	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached please provide a chart showing the following columns:

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of your Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

SCHEDULE “G” continued***Project Benefits and Impacts***

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
3. Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.			
	At Project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Please indicate the impact of this Project funding on your AMP. Provide details where possible.			
	At Project completion	Anticipated (1-2 years out)	Details
Revised targets for levels of service	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved ability to be more sustainable in financing the remaining AMP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
New measures or modified measures for this asset with respect to health and safety, longevity, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SCHEDULE “G” continued**Section 4. Other Benefits / Information**

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, Aboriginal Group(s), rural communities and the Province of Ontario.

--

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.					
b. The report forms were easy to understand and complete.					
c. I was able to reach appropriate Ontario staff without difficulty.					
d. OMAFRA staff was knowledgeable.					
e. I received consistent advice from Ontario staff.					
f. Ontario staff was courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all

SCHEDULE “G” continued**Section 6. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 7. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	



TOWN OF MINTO

DATE: February 10, 2016
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: Broader Municipal Investment Powers

STRATEGIC PLAN:

5.0 Financial Strategy

Manage Town finances in a transparent and fiscally responsible manner using a wide variety of accepted methods such as maintaining healthy reserves, investing conservatively, sensible user fees, property tax control, and responsible borrowing.

BACKGROUND:

Since the economic crisis of 2008, it has been increasingly difficult to find investments which produce a reasonable rate of return without taking on an undue level of risk. A report to Council regarding 2015 investment activities and returns will be presented later this year.

The Association of Municipalities of Ontario (AMO), Local Authority Services (LAS) and the Municipal Finance Officers Association (MFOA) have been working on achieving broader investment powers for municipalities to provide more investment options. The Town's Investment Policy was last updated on November 5, 2013, but if the Province approves changes proposed our policy will need to be updated.

The Town currently invests through the One Investor Program, which is a professionally managed investment fund run by LAS (AMO) and others. There is \$700 million invested by municipalities in this program. LAS researched this issue in depth resulting in the attached submission to the Province. They note "*The Municipal Act, 2001 O. Reg 438-97, the Eligible Investment Regulation* governs municipal investment powers utilizing a 'legal list' approach. It is this restrictive list they propose to change.

COMMENTS:

January 1, 2016 the Province granted the City of Toronto "Prudent Investor" status, which allows them more diversified options in portfolio management and asset selection. Under current legislation, municipalities are limited to authorized investments on a prescribed list. The changes being pursued by AMO, LAS and MFOA will allow municipalities to act more like a Trustee with more diversified options similar to Toronto. Other Provinces and U.S. States governments have adopted this model for their public investments.

A "Prudent Investor" must exercise the care, skill, diligence and judgment that a sensible person would make in investments. Put another way, there would be no restrictions on asset classes, such as equities, real estate or foreign equity, as long as the overall approach is prudent.

An example of the type of thinking a municipality must apply when evaluating a possible investment as a Prudent Investor:

"A trustee must take seven main criteria into consideration in addition to any others that are relevant to the circumstances when planning the investment of trust property: 1) general economic conditions; 2) the possible effect of inflation or deflation; 3) the

expected tax consequences of investment decisions or strategies; 4) the role that each investment or course of action plays within the overall trust portfolio; 5) the expected total return from income and the appreciation of capital; 6) needs for liquidity, regularity of income preservation or appreciation of capital; and 7) an asset's special relationship or special value to the purposes of the trust or to one or more of the beneficiaries.” (Source: Fasken Martineau Estate Planning Bulletin, February 2000)

The current legislation works fine for municipalities acting on their own behalf, as it is easy to determine what investments may be pursued. However, the list is no guarantee of return and there is still risk involved; unfortunately the legal list can create a false sense of investment security and is slow to adapt to evolving capital markets.”

The Municipal Act and the regulation prohibits the One Investment Program from pursuing more credible and diversified portfolios with a focus toward minimized investor risk. LAS’ *believes* municipalities can do “more with their monies” with two regulatory changes that do not amend the Municipal Act:

1. Grant Prudent Investor Status for LAS’ One Investor Program so that their investment managers can better manage overall risk and create better investment opportunities.
2. Allow Aboriginal Governments and other Ontario municipal associations to access the One Investment Program especially for longer term investments

FINANCIAL CONSIDERATIONS:

The proposed amendments will give the Town, investing through the LAS One Investment Program, more flexibility as to investments. One concern is the Town may be required to set up a separate Investment Board which is a requirement of Toronto. A second concern is ensuring there remains some protection from dubious investments. Several public sector organizations were affected by the problems affecting such investments as mortgage-backed securities in the 2008-2009 market turmoil. By limiting the expanded investment options to the One Fund portfolio, these concerns should be mitigated.

RECOMMENDATION:

That Council receives the Treasurer’s report dated February 10, 2016 and supports the attached resolution.

Gordon Duff, CPA, CGA
Treasurer

WHEREAS municipalities are required to invest their reserves in accordance with the Municipal Act, 2001 and Ontario Regulation 438/97 (as amended), which specifically outlines allowable investments;

and WHEREAS to ensure the sustainability and sound stewardship of the municipality's investments, the municipality is of the opinion that changes should be made to the Municipal Act, 2001 and Ontario Regulation 438/97 (as amended), to allow for the prudent investment of reserves, if those investments are professionally managed and part of a broader investment strategy;

and WHEREAS the Prudent Investor Standard is an industry accepted best practice in effectively managing a portfolio of investments, and the Standard applies to investments, not in isolation, but in the context of the portfolio of investments and as part of an overall strategy, that should incorporate acceptable risk and return objectives suitable to the stakeholders;

and WHEREAS the Province is conferring "Prudent Investor" status on the City of Toronto to enable greater diversification in portfolio management,

and WHEREAS the Association of Municipalities of Ontario (AMO), Local Authority Services (LAS), and the Municipal Finance Officers Association of Ontario (MFOA), have long requested that the Prudent Investor Standard apply to all municipal investments that are invested with The One Investment Program;

and WHEREAS in 2005, municipalities were granted the ability to invest in longer-term corporate bonds and Canadian equity investments via only the One Investment Program, and the One Investment Program has demonstrated strong investment returns for municipalities within these 'new' investment sectors;

and WHEREAS the institutional portfolio managers utilized by the One Investment Program recommend that the Prudent Investor Standard approach is a more appropriate approach to investing;

and WHEREAS operating municipal investments under the Prudent Investor Standard is precluded by the Municipal Act, Eligible Investments, in its current form;

THEREFORE BE IT RESOLVED THAT the Council of the Town of Minto support the request of AMO, LAS, and MFOA to amend Ontario Regulation 438/97 (as amended) of the Municipal Act, 2001, to allow municipalities to invest consistent with the Prudent Investor Standard, if such investments are through the One Investment Program.



**Submission to Ministry of Municipal Affairs and Housing
to Support the One Investment Program Request for
Broader Investment Powers**

Submission Date: November 2, 2015

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Executive Summary

We know that the provincial government is seized by economic issues, and the same is true for most Ontario municipalities. Municipalities own 67% of the infrastructure assets in the province, and must maintain and replace these assets, and provide other services, with only 9 cents of every household tax dollar.

In an era of low interest rates, meeting long-term financial obligations particularly related to capital works can be daunting but with the help of professional co-mingled investment approaches, such as the One Investment Program (One Investment Program), this exercise is made more realistic.

The Municipal Act, 2001 includes O. Reg 438-97, the *Eligible Investment Regulation*. This regulation governs municipal investment powers utilizing a 'legal list' approach. The regulation notes the investments that any municipality can hold, with some additional powers granted to the One Investment Program and credit-rated municipalities. This model works well for municipalities acting on their own behalf, as it is easy to gauge what is on/off side however, the legal list can create a false sense of investment security, and is slow to adapt to evolving capital markets. It also takes a long time to affect a change to amend the list of allowable investments under the regulation; the last substantial change to the regulation occurred in 2005.

LAS (AMO) and CHUMS (MFOA), as operators of the One Investment Program, have long held that the powers granted to professionally managed investment programs (i.e. the One Investment Program) should be different than the powers granted to standalone municipal investors. The current restrictions within the *Eligible Investment Regulation* limit the ability of the One Investment Program to seek out incremental additional investment return, and to manage overall investment risk within the One Investment Program portfolios. We have worked hard to demonstrate over several years our risk management approaches related to our request for some enhanced investment powers. Now is the time for the regulation to be changed.

The One Investment Program offers five investment options that are credible, diversified, and operate with a focus toward minimized investor risk. At October 2015, more than \$700 million was invested with the One Investment Program, and each investment portfolio is distinct and geared towards a different investment horizon.

This submission supports two opportunities that help the municipal sector to do more with their monies. **We feel these changes can be achieved via regulatory change with no need to amend the Municipal Act legislation.**

Opportunity #1 – Reduce Restrictions on Municipal Investments

Ontario municipalities that are involved in professionally managed investment portfolios, such as The One Investment Program, are prevented from utilizing a large array of prudent investment grade offerings to generate higher investment returns and to help balance overall portfolio risk.

Prudent Investor Status should be granted for the One Investment Program as this would allow us to better manage risk exposure in an ever-changing investment marketplace. Credit downgrades could impact the investments allowed in the One Investment Program, however Prudent Investor Status would allow our professional investment managers to better manage overall risk and create better investment

return opportunities. Appendix A and B provide market-based evidence of the positive impact that broader investment powers would have for our various portfolios.

The Housing Services Corporation (HSC) Investment Program (now ENCASA), has had prudent investor status for more than 10 years, and it is also being proposed for the City of Toronto. The One Investment Program has always achieved investment returns that are competitive to the HSC program, and done so with much lower program fees.

Opportunity #2 – Professionally Managed Co-mingled Investments Can Help Others

The financial issues and investment restrictions that affect municipalities are not specific only to the municipal sector. Similar issues affect Aboriginal governments as these organizations are not always offered quality investment opportunities. Currently however, the *Eligible Investment Regulation* allows municipalities to only co-mingle investments with municipalities, universities, school boards, and hospitals. As the One Investment Program guarantees that all program investors are kept compliant with this regulation, we are unable to offer investment opportunities to other similar and deserving organizations, such as Aboriginal governments and municipal associations such as AMO/LAS, MFOA/CHUMS, and others. The Province should support Aboriginal governments by broadening the regulation wording so the One Investment Program can be offered to these groups, and to the municipal associations that help with municipal leadership.

With both of the proposed opportunities, there is no cost to the province, but both would enhance the ability of the municipal and aboriginal sectors to realize enhanced investment returns, especially for longer-term investment durations. It makes good sense to ensure that every tax dollar grows and goes further. This outcome can be achieved if the province amends the *Municipal Act Eligible Investment Regulation* to provide Prudent Investor Status for the professionally managed One Investment Program, and broadens the eligible investor parameters so the One Investment Program can be offered to Aboriginal groups and Ontario municipal associations.

Introduction

Local Authority Services (LAS) – a corporation of the Association of Municipalities of Ontario (AMO), and The CHUMS Financing Corporation (CHUMS), a subsidiary company of the Municipal Finance Officers Association (MFOA), have jointly operated the One Investment Program since 1993.

The One Investment Program is a co-mingled investment offering utilized by 24% of all Ontario municipalities as at October 2015. The One Investment Program is recognized in the *Municipal Act, 2001* through the *Eligible Investment Regulation* (O.Reg 438/97), and is currently the only mechanism for Ontario municipalities to directly access certain investment types allowed under the regulation, such as Canadian corporate bonds maturing in more than 5 years, and shares of Canadian Corporations. The One Investment Program guarantees that any investment in the Program is compliant with the *Eligible Investment Regulation*.

For more than 20 years, The One Investment Program has helped Ontario municipalities realize enhanced returns on their investments, which helps their fiscal picture by creating additional non-tax revenue, with no dependence on senior levels of government. It is known that there is little new money from senior levels of government for municipalities, and that the province is continually asking municipalities to take on debt related to new projects. Many municipalities are only now, with the creation of asset management plans, fully understanding their future capital needs, and realizing that limitations on their current ways of investing are not going to get them to their end goals.

The purpose of this submission is to identify that more can be done to assist municipalities in realizing stronger investment rates of return, and to help other organizations access the advantageous One Investment Program. This submission provides an analysis in support of the One Investment Program's request for Prudent Investor Standard and our request to add Aboriginal organizations and municipal associations to the list of eligible investors.

Our Issue with the existing rules

The current limitation on municipal investment to the securities listed in the *Eligible Investment Regulation* (O.Reg 438/97) continues to hamper The One Investment Program's ability to fully benefit from the industry best practices and investment thesis of the two professional institutional portfolio managers retained by the One Investment Program.

The investment industry is constantly evolving and within the context of prudent management, professional investment managers are constantly reviewing new investment ideas and structures. The prudent portfolio paradigm allows an investment manager to analyze any securities that are within the Investment Policy parameters set by an investor based solely on risk/return potential. **The static list of permitted securities within the *Eligible Investment Regulation* however, is not able to keep pace with changes in the investment marketplace.**

The past 20 years have witnessed many changes that could not have been foreseen by a prior generation of regulators, such as the exclusive foreign listing of some Canadian companies, the Canadian listing and index inclusion of foreign companies, and new security types. Canadian markets have also changed significantly; five years ago, gold represented 12% of the S&P/TSX Composite but now represents only 3.8%, and the financial sector which 5 years ago represented 29% of the S&P/TSX Composite, now

represents 37%. In short, it is difficult to anticipate the evolution of the capital market, but the prudent portfolio approach provides a better framework for adaptation than does the current legal list approach afforded via the *Eligible Investment Regulation*.

In addition to the inability of the One Investment Program to operate an investment program that evolves to meet the changing capital market, there is also a challenge related to investment diversification. **The only securities that the One Investment Program can invest in are those listed in the *Eligible Investment Regulation*, and the last substantive change to this regulation occurred in 2005.** There are a limited number of prudent investment options within the regulation, and as credit rating agencies continue to deliver harsher ratings on governments and companies, the investable universe continues to shrink. Examples of the limited investment universe are presented in the following two sub-sections of this report.

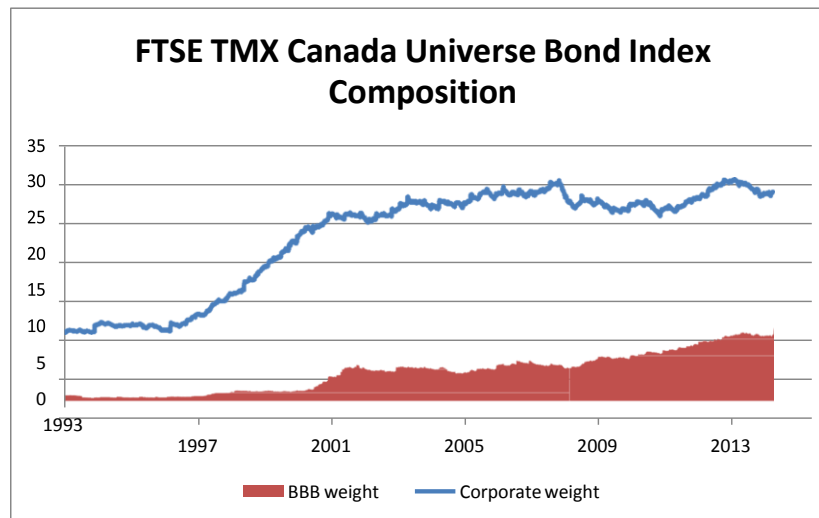
Issues and opportunities related to Fixed Income

BBB rated bonds are now a much more significant part of the investment-grade bond index than they were a decade ago. Ten years ago BBB rated bonds were 3.88% of the Index and 20 years ago, the weight was 0.61%. Today BBB bonds represent 9.95% of the index. The inability of the One Investment Program to invest in BBB rated issues significantly reduces the potential investment universe as well as the sector exposure for the portfolio. It is important to remember that BBB bonds are considered ‘investment grade’ and are included in most professionally managed investment portfolios.

In the context of an overall Canadian investment-grade bond portfolio, there are several potential benefits to introducing BBB-rated bonds to Ontario municipalities via the One Investment Program:

- Enhanced yield: BBBs generally offer higher yields than higher-grade issues in order to compensate the investor for additional perceived risk.
- Capital appreciation: An investment in BBBs may generate capital appreciation in the event of improving company fundamentals, an upgrade, or a healthier macroeconomic landscape.
- Spread cushion: BBBs possess a spread cushion that should provide some measure of protection for total return in the event that interest rates rise.
- Diversification: BBBs have lower correlations to other sectors of the bond market relative to higher-grade bonds and therefore provide diversification benefits.

This last bullet deserves further discussion. The benefits of diversification are both in terms of names and in terms of industries. For instance, Canadian telecom companies are all BBB rated (Bell, Telus, Rogers, Shaw). In addition, many significant industrial names (Cameco, CP Rail), as well as many of the common consumer names (Loblaw, Canadian Tire) are BBB rated. The chart below shows the proportion of BBB rated issues and the total corporate weight in the Universe Bond Index and demonstrates the increasing importance of these issues in the current marketplace. The proportion of BBB issues has more than doubled in the past 10 years, and now represents approximately one third of the corporate issues.



The following table depicts the corporate segment of the FTSE TMX Canada Universe Bond Index at June 30, 2015. It offers perspective on the diversification benefits of including BBBs in a fixed income portfolio in terms of sectors, names, and issues:

B = billions		Communication	Energy	Financial	Industrial	Infra-structure	Real Estate	Securitization	Totals
AAA	Market Value			2 B				9 B	11 B
	%			0.47%				2.29%	2.76%
	Issues			2				17	19
AA	Market Value			103 B		2 B	5 B		110 B
	%			25.28%		0.58%	1.24%		27.10%
	Issues			82		8	13		103
A	Market Value		23 B	64 B	6 B	47 B	4 B		144 B
	%		5.71%	15.71%	1.44%	11.61%	1.04%		35.50%
	Issues		86	115	17	145	10		373
BBB	Market Value	40 B	38 B	19 B	21 B	10 B	14 B		141 B
	%	9.76%	9.24%	4.60%	5.26%	2.43%	3.33%		34.64%
	Issues	68	130	43	65	31	61		398
	Examples	Bell, Rogers, Telus, Shaw	TransAlta, Westcoast Energy, Enbridge	BMO & CIBC Tier 1 Capital, Ford Credit	Cameco, CP Rail, Cdn Tire, Loblaw	Nova Scotia Power, Fortis BC	Choice Properties, Cominar REIT		
Total market value		40 B	61 B	187 B	27 B	59 B	23 B	9 B	406B

Source: FTSE TMX Global Debt Capital Markets, Inc, MFS, as of June 30, 2015

A portfolio consisting solely of AAA, AA, and A-rated bonds, such as what must be constructed under the *Eligible Investment Regulation*, would be very heavily weighted in government bonds and financials. This is demonstrably riskier than a well-diversified portfolio that includes BBBs. Using 10 years of FTSE TMX

Canada Universe Bond Index returns, the following table shows how hypothetical portfolios with varying amounts of BBB-rated bond weights would have performed¹:

BBB weight	Annualized return	Standard deviation (risk)
0.00%	5.42%	3.23%
5.00%	5.48%	3.18%
10.00%	5.54%	3.15%
15.00%	5.59%	3.15%
20.00%	5.65%	3.17%
25.00%	5.71%	3.21%
30.00%	5.76%	3.28%

Source: FTSE Global Debt Capital Markets Inc, MFS

Portfolio risk might increase by adding a large amount of BBB issues, but a responsible portfolio manager would seek out issues that manage risk while seeking better risk-adjusted returns. A 20% allocation to BBBs over the past ten years would have generated a higher return with a lower amount of risk than a portfolio with no BBBs. **A 25% allocation to BBBs over the past ten years would have out-returned a portfolio with a 0% allocation by 29 bps (0.29%) with a lower standard deviation of returns (risk).**

Issues and opportunities related to Equity

There are structural issues with the One Equity strategy, because of the restriction within the *Eligible Investment Regulation* that allows the One Investment Program to hold only shares of Canadian corporations. For many years, the One Investment Program has sought the ability to leverage additional portfolio diversification opportunities through the inclusion of Income Trusts and Real Estate Investment Trusts (REITS) in the portfolio.

As noted earlier the *Eligible Investment Regulation* acts as a ‘legal list’ and does not adapt to the evolution of the capital markets in a timely manner. A number of recent equity issues that the One Investment Program cannot hold, but which would provide additional investment opportunities for the portfolio evidences this point.

- The recent issuing of Subscription Receipts by corporations for specific purposes, such as an acquisition, are not available to the One Investment Program, but there is little or no increased risks from these securities since if the proposed action does not proceed the funds are returned to the investor.
- The One Investment Program cannot purchase warrants, which may be attached to a secondary offering of an existing publicly traded security. The risks of these types of securities are the risks of the underlying common shares, which can be purchased by the One Investment Program.

¹ Scenario analysis uses FTSE TMX Canada Universe Bond Index weights and returns by sector: Federal bonds, provincial bonds, municipal bonds, AAA/AA corporates, A corporates, and BBB corporates. Non-BBB sector scenario weights derived in proportion to their weight in the Index. Benchmark returns used for the ten-year period ended December 31, 2014.

The restriction to hold only shares of Canadian Corporations and securities denominated in Canadian dollars has also reduced the universe of securities available to the One Investment Program, as there are some Canadian companies that list their shares only in foreign markets (i.e. IMAX).

A factor that increases risk and reduces returns is the inability for the One Investment Program to invest in foreign securities. Diversification in foreign equities would enable the One Investment Program to reduce risk from two perspectives: the first is that including foreign currency on an unhedged basis can reduce risk, and the second is that there are many industries in which the selection of Canadian companies is limited.

Currency Diversification

As per the *Eligible Investment Regulation*, the One Investment Program can only hold investments denominated in Canadian dollars. The table below demonstrates the risk/return profile of various alternate portfolio combinations that introduce foreign currency into the equation.

Comparable risk and return	5 Years		7 Years		10 Years	
	Risk (Standard Deviation)	Return	Risk	Return	Risk	Return
All measurement in C\$						
S&P / TSX Composite	9.6	8.1	14.7	3.3	13.8	7.5
S&P 500	8.7	20.7	11.9	11.9	11.3	8.1
One Equity	8.0	13.5	11.9	7.7	N/A	N/A
One Equity Benchmark	8.7	15.6	11.9	7.7	N/A	N/A
50% One Benchmark / 50% S&P 500	8.7	18.2	11.9	9.8	N/A	N/A
75% S&P/TSX / 25% S&P 500	8.5	11.2	13.0	5.6	12.0	7.8
50% S&P/TSX / 50% S&P 500	7.9	14.3	11.9	7.7	10.8	8.0
50% S&P/TSX / 50% MSCI World	8.2	12.8	12.4	6.0	11.3	7.6

The Canadian market as represented by the S&P / TSX Composite has been the riskiest market, as measured by Standard Deviations, with the lowest return over the past decade. The One Program's customized portfolio construction has reduced this risk considerably by reducing the portfolio's exposure to the resource and financial sectors, but more could have been done if there was ability for the One Investment Program to invest in securities traded in foreign currencies.

The table also demonstrates that the inclusion of foreign currency exposure actually reduces risk and increases return. The inclusion of 50% U.S. equity, with current Canadian equity structure would have significantly increased returns for One Investment Program investors with no additional risk. Over 5 years the increase in annualized returns would have been 2.6%, and 2.1% over seven years.

Industry Diversification

As per the *Eligible Investment Regulation*, the One Investment Program can only hold shares of Canadian corporations. Some industry sectors, including Consumer Staples, Consumer Discretionary, Healthcare and Industrials do not offer the same availability of high quality companies in Canada as can be found in foreign markets. The table below shows both the number of issues available in these sectors and the average market capitalization in both USA and Canada. The number of available investment opportunities in these sectors in Canada is smaller and the size of the companies much smaller.

	<u>Canada</u>		<u>U.S.</u>	
	# of Issues	Average market cap (\$MMs)	# of Issues	Average market cap (\$MMs)
Consumer Staples	17	4,086.02	37	51,891.90
Consumer Discretionary	36	3,452.88	85	28,235.29
Healthcare	13	8,487.70	55	52,181.81
Industrials	44	3,236.88	65	29,076.92

A final challenge with the current *Eligible Investment Regulation* related to the ability of the One Investment Program to hold only shares of Canadian corporations, is that many of the best Canadian equity managers are closed to **new** Canadian equity-only mandates. This restriction does not however extend to combined North American or Canadian/global mandates. The inclusion of foreign equities would enlarge the potential universe of Portfolio Management firms from which the One Investment Program could select.

Risk of Proposed Broader Investment Powers for One Investment Program

As noted above in our discussion of issues with the current investment limitations, securities that are beyond the current scope of the *Eligible Investment Regulation* are not by definition more risky. **Broader investment diversification can actually provide for a more balanced portfolio that offers better returns to municipal investors with less overall investor risk.**

Attached to this report as Appendix A and B, the One Investment Program's current portfolio managers (MFS Investment Management Canada Limited - fixed income, and Guardian Capital LP - Canadian equity) have provided market evidence of the positive impact that broader investment powers would have on the asset selections made by the firms. Each appendix notes the resulting positive difference in investment returns for One Program investors.

In addition to professional management from institutional portfolio managers, The One Investment Program retains the services of an accredited CFA consultant to provide oversight related to program operation. We will continue to employ similar due diligence and investment oversight if broader investment powers are granted to the One Investment Program as we recognize that independent third party oversight is important to ensure the ongoing integrity of an investment program, especially for a risk adverse audience such as the Ontario municipal sector.

The One Investment Program has no desire to venture into areas of broader investment without careful consideration at a staff, governance, and peer oversight levels. Such review took place with regard to corporate bonds and Canadian equities after the last regulation change. A similar due diligence would take place in any additional area of investment considered by the One Investment Program under the prudent investor framework. Specifically, LAS and CHUMS would engage a working group of municipal representatives, as well as industry experts to assess risk, return opportunity, and fit for the sector.

As opposed to piecemeal enhancements to the *Eligible Investment Regulation*, which can provide both investment opportunities, but also challenges, we feel that it is more appropriate to offer the One Investment Program access to the Prudent Investment Standard for portfolio management.

Why a Prudent Investor Standard

The One Investment Program believes that the adoption of the prudent portfolio standard can afford the possibility of greater diversification for our municipal investors, with great opportunity for return, and a moderation in overall portfolio risk.

The Prudent Investor Rule contains five basic principles for trustees to help pursue rewarding strategies:

- 1) Diversification
- 2) Risk levels that are appropriate to the purposes of the funds
- 3) A duty to avoid fees, transactions costs, and other expenses
- 4) Duty of impartiality
- 5) Duty and authority to delegate as prudent investors would

We highlight these principles to show that we have considered what Prudent Investor would mean for the One Investment Program, and also to note that we believe we already act in accordance with the principles even though we operate the One Investment Program with a more defined set of investment parameters via the *Eligible Investment Regulation*.

Implementation of Prudent Investor (or broader investment powers)

If the One Investment Program moved to a Prudent Investor Standard, our approach would be consistent with our historical approach in the consideration and development of the existing One Investment Program portfolios. The first step is to consult with our investment managers, Advisory Committee, Boards of Directors, and municipal investors, to determine what asset allocation best meets their objectives and to educate them on the benefits of the additional diversification. We would expect this could take up to one year.

During this period, we would also be reviewing our governance policies and procedures. We would expect to develop more detailed Investment Guidelines that would outline a detailed set of risk controls and reporting requirements.

Composition of the One Investment Program Advisory Committee would also be reviewed. Options would include:

- An expansion of the Committee with the recruitment of some members from the ranks of senior investment professionals, both practicing and retired
- Establishment of an Investment Committee separate from the Advisory Committee, with membership from the Advisory Committee and external senior investment professionals.

We would anticipate that any foreign equities would be added incrementally to the current equity portfolio rather than establishing a standalone foreign equity strategy at this time. This would ensure that professional investment managers are making asset allocation decisions and not municipalities themselves, related to choosing investment in domestic or foreign equities.

The One Investment Program's approach to change has always been a go-slow, step-by-step approach to ensure full understanding of the changes among our investors, stakeholders and Boards, and we see no reason that this would not continue.

Governance and Consultation

The One Investment Program today has sufficient governance practices to meet the risk control requirements of a prudent portfolio regulatory structure.

- **Board of Directors:** The One Investment Program is overseen by two distinct boards of directors.
- **Professional Administrators:** The day-to-day operations of the program are overseen by staff employed by the two agents (LAS/CHUMS) of the One Investment Program.
- **Professional Investment Management Services:** The One Portfolio only engages firms registered as Portfolio Managers in accordance with National Instrument 31-103 7.2(1)(a)². Each of these firms has proper governance and compliance structures.
- **Documentation and Investment Policy:** The investment mandate, constraints, and permitted securities are outlined, and communicated to each investment manager, via the Investment Guidelines for each portfolio.
- **Independent Consulting Advice:** We have engaged an independent asset management consultant that provides advice on asset mix, investment manager selection and monitoring, and best practices for portfolio governance.
- **Diversification:** Our investment policies require that each portfolio is properly diversified.
- **Regular Investment Review Meetings:** On a semi-annual basis, each investment management firm meets with the One Investment Program Advisory Committee and staff to review investment decisions, strategy, and current outlook.
- **Education:** The One Investment Program provides investment training and education resources to municipalities. In recent years, 26 education seminars have been provided by One Investment Program staff.

The One Investment Program is focused on the long-term needs of Ontario municipalities. Whenever a significant change is undertaken in the product offering, One Program staff engage in a lengthy consultation with stakeholders to ensure a thorough understanding of their needs and objectives. A clear demonstration of this took place in 2006 after the last significant *Eligible Investment Regulation* update, where the One Investment Program was given the authority to invest in shares of Canadian corporations. We established a committee of municipal treasurers to provide insight and advice, and this consultation process took one year to ensure that the Investment benchmark and guidelines that would apply to One Equity and Universe Corporate Bond strategies were appropriate for municipalities.

The One Investment Program has an additional level of checks and balances in that senior management reports to two distinct Boards; LAS – comprised of municipal administrators and elected officials, and MFOA – comprised of municipal finance officials.

² National Instrument 31-103 7.2(1)(a) is the highest standard of registration and ensures that external managers are in one line of business only - managing money on a discretionary basis, thereby eliminating any conflicts of interest.

Division of Power

The overall governance process for the One Investment Program has a clearly defined division of power. Firstly, the investment managers make all investment decisions based on the approved investment guidelines for each portfolio. One staff is responsible for managing the day-to-day administration of the Program and interfacing with the investors, custodian/record keeper, investment managers and the investment consultant.

The One Investment Program Advisory Committee provides both investment and business advice to staff and senior management. Their advice was solicited in 2014 as our High Interest Savings Account was developed, and their advice is regularly sought in the ongoing monitoring of the investment managers.

In identifying potential members of the Advisory Committee consideration is given by LAS and CHUMS to regional representation, the size of stakeholder municipalities, the individual's expertise in investments, and their familiarity (or interest in) the One Investment Program. The committee is currently comprised of 11 members.

The One Investment Program also has highly developed processes and a relatively flat management structure, and invested monies are only managed by professional investment firms.

Accountability

To ensure a close and accountable relationship with stakeholders, the One Investment Program has undertaken a number of initiatives in recent years that are in addition to those undertaken during the planning stages of the Equity strategy and Corporate Bond strategy. The changes to improve accountability include:

- Online access to daily updated account information via a password protected website;
- Monthly investor statements accessed via a password protected website;
- Education sessions in various parts of the province;
- Quarterly updates of program performance on the website publicly available;
- Trade instructions direct to custodian and confirmations back to investors via fax or e-mail

The flat management structure is a significant advantage to the One Investment Program as it ensures that senior management is very close to the day to day operations of the program. This ensures that any issues, large or small, are immediately on senior managements 'radar' and can be addressed quickly, whether those issues are concerns with service levels or with manager underperformance.

Risk Controls

The appropriate risk measure for an investment will depend to a large extent on the objectives of the investor and the expected rate of return. While every investor wants high returns with low risk, a key element of One's stakeholder engagement is to educate and inform municipalities about the risk and reward of investment types, and how to manage and measure them.

Municipalities have a unique risk profile in that they must factor in population growth, whether positive or negative, that will impact the growth of reserve funds needed today and in the future to replace aging infrastructure and the potential future tax base.

The current risk control framework for the One Investment Program portfolios has two distinct components. The first is the *Eligible Investment Regulation*, which limits the available investment options for municipalities. The second, and more important, are the additional restrictions contained within each of the One Portfolio Guidelines. All of the One Investment Program portfolios have minimum and maximum allocations to sectors and credit ratings.

Each portfolio investment guideline offers additional risk controls beyond the regulation. This has made a very significant difference in the risk/return profile of the One Equity strategy. The regulations allow One to invest in shares issued by a corporation that is incorporated under the laws of Canada or a province of Canada. However, the structure of the equity capital markets in Canada is not diversified, and diversification across asset classes and across industry sectors is a cornerstone of risk control. The 2005 amendments to the *Eligible Investment Regulation* left the One Investment Program with a challenge - how to develop Portfolio Guidelines that would force managers to provide greater industry diversification in Canadian equities than is typically found in institutional portfolios, while still adhering the Canada-only requirement.

Most institutional investors, including pension funds, foundations and endowments and all Trustees manage their portfolios under the Prudent Investor framework, which allows them to create properly diversified portfolios across a broad range of equity industry sectors by incorporating U.S. and International equity securities, but this is not the case for the One Investment Program.

The One Investment Program undertook a consultation process with industry experts to identify ways in which the inherent volatility of a market dominated by energy, financials and resources could be moderated on a structural basis. The decision was made to structure the portfolio using Global Industry weightings rather than Canadian Industry weightings as shown in the following table. These weightings are updated on January 1 and July 1 each year.

Group & Sector Allocations MSCI World GIC Sector			Minimum	Maximum
Resource		15.83%	Group Weighting 50%	Group Weighting 150%
	Energy	10.11%		2 times sector weight
	Materials	5.72%		
Consumer		33.28%	Group Weighting 75%	Group Weighting 125%
	Health Care	11.69%		2 times sector weight
	Consumer Discretionary	11.87%		
	Consumer Staples	9.72%		
Interest Sensitive		23.99%	Group Weighting 75%	Group Weighting 125%
	Financials	20.64%		2 times sector weight
	Utilities	3.35%		
Industrials		26.9%	Group Weighting 75%	Group Weighting 125%
	Industrials	11.15%		2 times sector weight
	Information Technology	12.28%		
	Telecom Services	3.47%		

These weightings created a very different portfolio structure from what would be found in a typical institutional Canadian Equity portfolio measured against the S&P /TSX Capped Composite Index.

Industry Sector Weights at July 1, 2015		
	One Bench	S&P/TSX Comp
Energy	7.30	20.40
Materials	5.10	10.80
Industrial	10.70	7.80
Cons Disc	13.10	6.80
Cons Staples	9.70	3.80
Healthcare	13.50	6.00
Financials	21.00	35.00
Info Tech	13.30	2.50
Telecom Service	3.30	4.90
Utilities	3.00	2.10

At inception, it was expected that the One Equity Portfolio would have lower volatility and returns at least equal to the benchmark. Since the inception of the equity strategy in 2007 this has proven to be true as the portfolio has had higher returns and lower volatility than the benchmark.

Another way the One Investment Program manages risk is to monitor the managers' quarterly performance, meet with each manager at least semi-annually, and formally review each portfolio annually. This review is completed by our external CFA consultant.

The advice and assistance of the independent CFA consultant is a critical component of the One Investment Program risk control process. We undertook a process in 2005 to identify a suitable investment consultant to add technical expertise to the process, and Rodgers Investment Consulting was retained. Over the principals 20+ years consulting and 30+ years in the investment industry, the firm has provided services to a wide range of clients in the not-for-profit and aboriginal sectors.

As mentioned earlier, with any expanded investment powers we would anticipate expanding our governance framework and risk controls to deal with the increased complexity of additional traditional asset classes. This would likely entail an expanded Advisory Committee or potentially a new Investment Committee composed of independent experts with specific asset class and governance expertise. The One Investment Program would also create more detailed investment guidelines, and add additional oversight from our CFA consultant.

Investor Profile and Ongoing Education

The municipal sector shares some characteristics with other institutional investors such as pension funds and endowment funds but they also have unique characteristics.

Municipalities often have very long time horizons like pension or endowment funds, but these are often made up of rolling shorter time periods related to infrastructure repair and replacement, and are subject to population and demographic changes that can impact the tax base.

A municipal investor is highly risk adverse and conservative in nature. They are cognizant that they manage public money and they do not want to 'lose' that money. However, their time horizons are not always coordinated with the capital markets. The range in sophistication is wide across municipalities and over time can vary widely. At the same time, given the current interest rate environment, even small municipalities recognize that the returns from bank deposits and GICs are not sufficient to fund their long-term asset management plans.

The One Investment Program reconciles these competing factors through consistent and ongoing education, communication with municipalities, investment guidelines designed to protect capital, low portfolio management fees, ongoing oversight of investment managers, and diversification in traditional asset classes.

Moving the One Investment Program to the Prudent Investor Standard would enable us to increase diversification and increase returns while continuing to manage conservative portfolios. It would also enable One to expand into other suitable asset classes that would enhance the risk/return trade-off for municipalities.

Conclusion

Given the proven investment structure of the One Investment Program, and our 20+ year track record of helping Ontario municipalities meet their investment objectives, and given the fact that 105 Ontario municipalities currently utilize the One Investment Program for the investment of more than \$700 million, the One Investment Program is well positioned to succeed with broader investment powers. **We request that the province provide broader investment powers for the One Investment Program via a move from the *Eligible Investment Regulation* to a Prudent Investor Standard.**

We believe that for professionally managed investment portfolios, that broader investment powers would allow the One Investment Program to provide additional return opportunity for program investors without undue risk. It is our belief that the additional diversification would actually reduce the risks of the portfolios in the aggregate while providing the opportunity for additional non-tax revenues for municipalities to help with the short and long term objectives.

The Province should support Aboriginal governments and municipal associations such as AMO/LAS, MFOA/CHUMS, and others, by broadening the regulation wording so the One Investment Program can be offered to these groups.

Appendix A

MFS Investment Management Canada Limited, the portfolio manager for the One Bond Portfolio and One Universe Corporate Bond Portfolio has provided evidence of the positive impact that broader investment powers would have on the asset selections made by the firm, and the resulting difference in investment returns. The following chart presents the risk and return profiles of various comparable bond portfolios and indices, as at September 30, 2015.

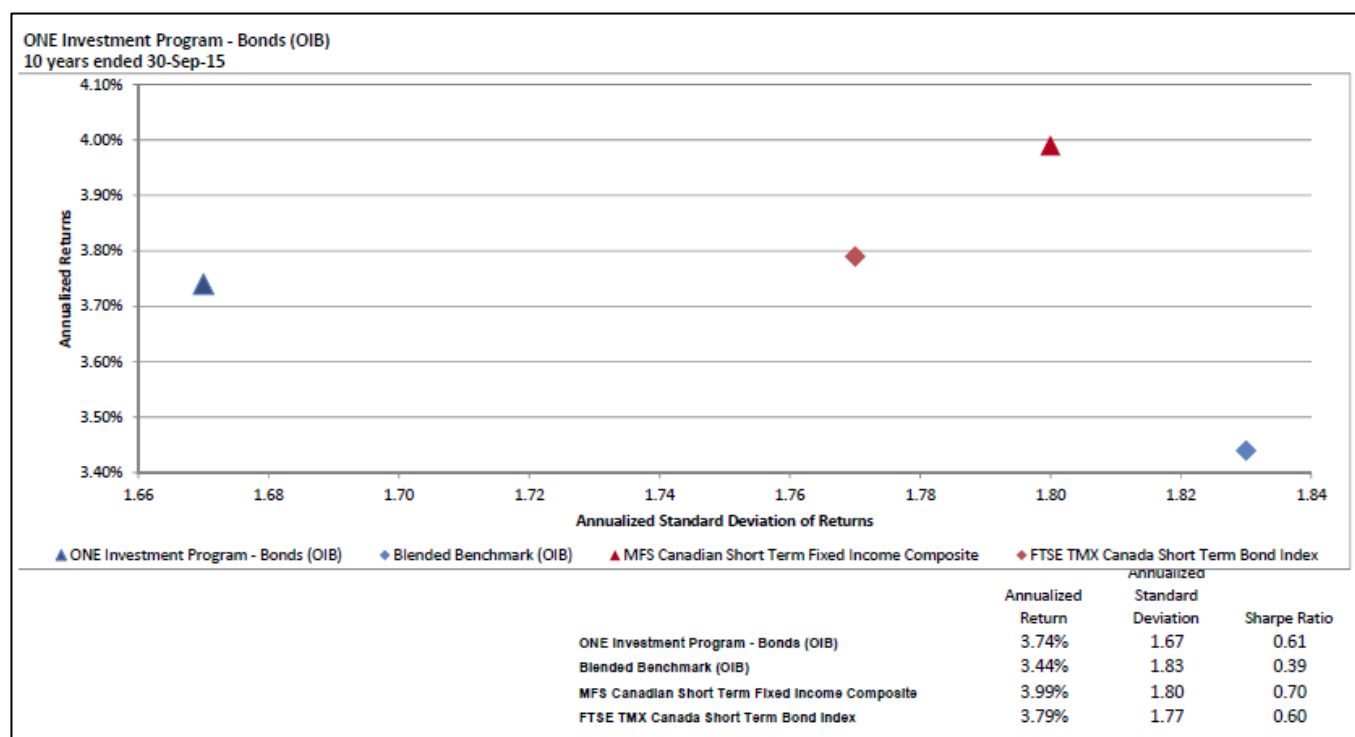
One Bond Portfolio

With investment returns presented on the Y axis (vertical) and risk presented on the X axis (horizontal), the chart below shows that **over the past 10 years, municipalities investing in the One Bond Portfolio missed out on 25bps (0.25%) of annualized return to receive only 13bps (0.13%) less risk vs the MFS Short Term Composite**. This missed opportunity for greater investment returns is a result of the current restrictions within the Eligible Investment Regulation.

Over the 10 years examined, the ONE Bond Portfolio outperformed its benchmark, however underperformed the FTSE TMX Canada Short Term Bond Index and the MFS Short Term Bond Composite. This is a missed opportunity for enhanced investment return for our municipal investors.

From a risk perspective, while the ONE Bond Portfolio showed slightly lower absolute risk than the MFS Composite, for every basis point of risk added, the MFS Composite delivered almost 2bps of excess return.

The ONE Bond Portfolio underperformance comes from the ability of the MFS Composite to utilize higher yielding BBB and A- rated corporate bonds, securities that are currently prohibited for the ONE Bond Portfolio.

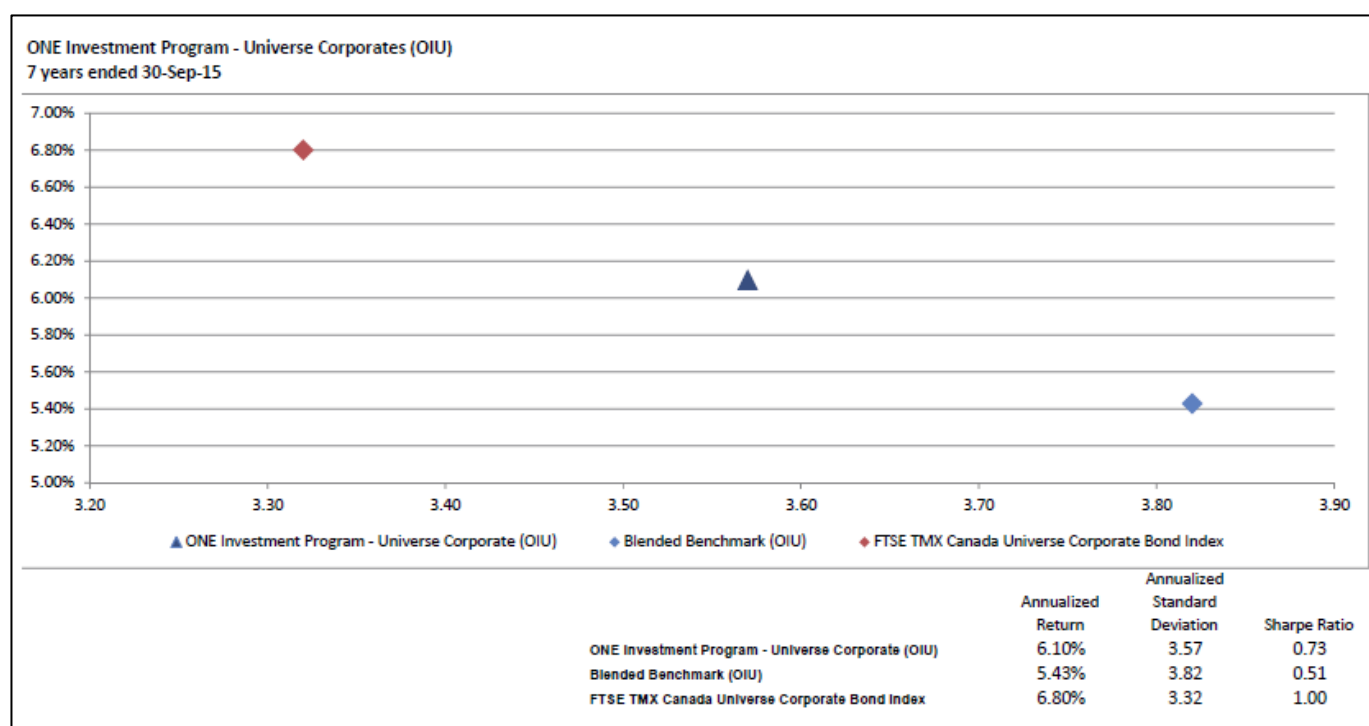


One Universe Corporate Bond Portfolio

With investment returns presented on the Y axis (vertical) and risk presented on the X axis (horizontal), the below chart compares more than 7 years of performance for the One Universe Corporate Bond Portfolio against its benchmark and the FTSE TMX Canada Universe Corporate Bond Index.

The Corporate Bond Index's wider investment universe, which permits BBB-rated issues and higher rated bonds for all maturities, contributed to the **Index's outperformance of the ONE Universe Corporate Bond Portfolio by 70bps (0.7%) annualized, with 25bps (0.25%) lower risk.**

Much of this difference comes from the current Municipal Act limitations on BBB-rated issues and requirements for bonds with 5 years to maturity to have a AA- rating. The current restrictions materially impact both the diversification and potential return for this portfolio.



Appendix B

Guardian Capital LP, the portfolio manager for the One Equity Portfolio has provided evidence of the positive impact that broader investment powers would have on the asset selections made by the firm, and the resulting difference in investment risk and returns.

Canadian Equity Portfolio

Currently the One Portfolio is prevented from holding Real Estate Investment Trusts (REITs) and, non-Canadian Equities, as these investment types are not eligible under the *Eligible Investment Regulation*.

Guardian's belief was that the addition of these asset classes to the existing portfolio over the past 5 and 8 years would likely have provided a better return with lower risk. To test this hypothesis, the current One Portfolio returns were adjusted for the following assumptions³

- Current One Equity Portfolio with a 3% exposure to REITs
- Current Portfolio with a 3% exposure to REITs and a 10% exposure to U.S. Equities
- Current Portfolio with a 3% exposure to REITs and a 10% exposure to Global Equities

Results for Period ending September 30, 2015

	One Investment Equity Portfolio: Current	One Investment Equity Portfolio: 3% in REITs	One Investment Equity Portfolio: 3% in REITs and 10% in U.S. Equities	One Investment Equity Portfolio: 3% in REITs and 10% in Global Equities
5 Year Return	11.32%	11.15%	11.90%	12.08%
5 Year Risk*	7.63%	7.62%	7.54%	7.43%
8 Year Return	6.28%	6.32%	6.57%	6.82%
8 Year Risk*	11.80%	11.74%	11.41%	11.25%

* The Risk measure is the Standard Deviation of Returns

In this example, allowing the Portfolio to have a broader scope within the equity asset class, would have reduced the overall risk in the portfolio and enhanced the investment returns. Specifically, by including a 3% allocation to REITS, 8 year annualized performance was 4 basis points (BPs) higher than the existing One portfolio, and risk was 6 BPs lower. By also adding in 10% exposure to US equities, 8 year annualized performance was 29 BPs higher than the existing One portfolio, with 39 BPs less risk. **If the 10% allocation to US equities is changed to global equities, 8 year annualized performance was 54 BPs (0.54%) higher than the existing One Equity Portfolio, with 55 BPs (0.55%) less risk.**

³ Actual Guardian Capital returns for REITs, US Equities, and Global Equities used for this illustration. Note that this analysis is for demonstration purposes only.

**TOWN OF MINTO**

DATE: February 3, 2016
REPORT TO: Mayor Bridge and Members of Council
FROM: Brian Hansen, Public Works Director
SUBJECT: Minto Green Legacy Days

STRATEGIC PLAN:

9.8 Continue support for energy conservation through programs like Green Legacy, Communities in Bloom, Energy Conservation Plans and similar

BACKGROUND:

As in the past years; the County of Wellington Planning and Development Department has reserved 35,000 trees of various species to be distributed equally to each local municipality. Local businesses and the public donate towards the local food banks and other charitable organizations. The County is working on distributing their fifth million trees this year which is contributing to a more beautiful and healthy environment in our community.

Last year the Public Works Department, Council and Staff volunteered in the handing out of these trees to the public which was a huge success with very positive response from the public sector. In the spring the County of Wellington will be advertising their Green Legacy Days on the County's Web Page and also in the Wellington Advertiser.

COMMENTS:

Again this year the Minto Public Works Department will need volunteers from Council and Staff to help in distribute trees to the public at the Minto Public Works Operation Centre located on Highway 89, on Saturday April 30, 2016 from 8 am to 10 am. The trees will be delivered by the County and stored inside the Operations Centre on Friday April 29, 2016. Another option, in which Mapleton has done for several years, is to take telephone orders from landowners for the 5,000 trees they receive from this event. This option may take more up front work but has the potential of making the day of the handouts go very smoothly.

FINANCIAL CONSIDERATIONS:

This is on a volunteer basis time so there will be no financial impact for this event.

RECOMMENDATION:

That Council receives the Public Works Directors' February 3, 2016 report regarding Minto Green Legacy Days to be held April 30th, 2016 from 8-10 am and direct staff to make necessary adjustments to accommodate taking pre-orders from landowners for the event.

Brian Hansen
Public Works Director

The Corporation of the Town of Minto

By-law No. 2016-08

By-law to authorize execution of an Agreement with
Her Majesty the Queen in Right of Ontario as represented by
The Minister of Agriculture, Food and Rural Affairs;
Ontario Community Infrastructure Fund –
Application Based Component

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

AND WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Town of Minto is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

NOW the Parties agree as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Ontario Community Infrastructure Fund – Application Based Component Contribution 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 16th day of February 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**”)

– and –

THE CORPORATION OF THE TOWN OF MINTO
(the “**Recipient**”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to:
(1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components:
(1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Adjust the Funds**” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Consultant” means any third-party consultant, engineer, contractor, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that

Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s

operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule “G” of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule “D” of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule “D” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule “D” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
 - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not

received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

- 4.9 *Insufficient Funds Provided By Legislature.*** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 *Ontario May Adjust The Funds.*** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 *Funds Are Part Of Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5

PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 28, 2015 and prior to the Project Completion Date.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:
- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
 - (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
 - (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.
- 5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8 INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the Project, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient’s Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient’s officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient’s own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than

by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 *Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.*** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 *Acquisition.*** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 *Ontario Not Responsible For Claims Under Tender/Bidding Process.*** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 *Competitive Procurement Process.*** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process

under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this

Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder

- or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the

Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw
Title: Assistant Deputy Minister

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF MINTO

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

SCHEDULE “A”
PROJECT DESCRIPTION

The project is for the reconstruction of Jane and Inkerman Streets, and includes watermain and service line replacement, sanitary sewer line and services replacement, and road rehabilitation. Output: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Minimize incidence of breakages, failures and contamination by these systems; Decrease in contamination risk; reduction in sewer backups.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed by October 30, 2017 or no later than December 31, 2017. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2019.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Program Manager, Ontario Community Infrastructure Fund Telephone: 1-877-424-1300 Fax: 519-826-3398 Email: OCIF@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Minto 5941 Highway #89 Harriston, Ontario, N0G 1Z0</p> <p>Attention: Gordon Duff, Treasurer/Deputy CAO Telephone: 519-338-2511 Fax: Email: gordon@town.minto.on.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Agriculture, Food and Rural Affairs in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Two Hundred Ninety-Five Thousand, Eight Hundred Ninety-Six Dollars (\$1,295,896.00) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$1,619,870
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Eighty Percent (80%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 28, 2015 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to twenty-five (25) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2019.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 11, 2016
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	May 31, 2016

Milestone 3: Submission and Acceptance of Final Report	December 29, 2017
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MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement. This Agreement shall be received by Ontario no later than March 11, 2016.
Milestone 2: Upon receipt and acceptance by Ontario of required reports. If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.	Construction Contract Award Report Revised Budget Report Progress Report

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than March 2, 2018.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

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**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 28, 2015 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by May 15 and November 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 2, 2018.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2017.

REVISED TOTAL PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Total	\$	\$	\$
Less Any Actual or Potential Tax Rebates	\$	\$	\$
REVISED TOTAL NET ELIGIBLE COSTS	\$	\$	\$

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for The Corporation of the Town of Minto, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

This report is due twice a year on or before May 15 and November 15 and as part of a Milestone 2 submission.

Name of Recipient _____

Name of Project _____ **Project Number** _____

Construction Percentage Completed _____

Key Dates: _____

Date	Forecasted	Actual
First Construction Tender Awarded		
70% of Project Costs Awarded		
Start Date of Construction		
End Date of Construction		

Description of Activities	Activity Status(On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?

Attestation:

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name: _____

Title: _____

Date: _____

SCHEDULE “G” continued**PART G.4 – FINAL REPORT****Ontario****FINAL REPORT**

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

File No.:	Project Title:
Date:	Recipient Name:

Final Reports are to be completed and submitted to OMAFRA **within sixty (60) Business Days of the Project Completion and no later than March 2, 2018.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted in Application	Actual
Construction Start Date		
Construction End Date		

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

☐ Yes ☐ No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

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SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
GROSS ELIGIBLE COST	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST*	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached please provide a chart showing the following columns:

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of your Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

SCHEDULE “G” continued***Project Benefits and Impacts***

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
3. Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.			
	At Project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Please indicate the impact of this Project funding on your AMP. Provide details where possible.			
	At Project completion	Anticipated (1-2 years out)	Details
Revised targets for levels of service	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved ability to be more sustainable in financing the remaining AMP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
New measures or modified measures for this asset with respect to health and safety, longevity, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SCHEDULE “G” continued**Section 4. Other Benefits / Information**

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, Aboriginal Group(s), rural communities and the Province of Ontario.

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Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.					
b. The report forms were easy to understand and complete.					
c. I was able to reach appropriate Ontario staff without difficulty.					
d. OMAFRA staff was knowledgeable.					
e. I received consistent advice from Ontario staff.					
f. Ontario staff was courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all

SCHEDULE “G” continued**Section 6. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 7. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

The Corporation of the Town of Minto
By-law No. 2016-09

to authorize the Mayor and CAO Clerk to execute a Fire Services Agreement
between the Corporation of the Town of Minto and the Corporation of the
Township of Howick

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 Section 2 (6) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) authorizes a municipality to enter fire services agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Minto is prepared to make available fire protection services to Howick and Howick is agreeable and requests of Minto to provide fire protection services to the area of Howick defined as *Fire Area* in Schedule "A" attached hereto and forming part of 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 Fire Services 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 16th day of February, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this day of , 2016.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF HOWICK

(Hereinafter called "Howick")

-and-

THE CORPORATION OF THE TOWN OF MINTO

(Herein called "Minto")

WHEREAS Section 2 (6) of the *Fire Protection and Prevention Act*, Chapter 4, S.O. 1997 (as amended) authorizes a municipality to enter fire services agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Howick operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act* through a fire department situated within Howick;

AND WHEREAS Minto is prepared to make available fire protection services to Howick and Howick is agreeable and requests of Minto to provide fire protection services to the area of Howick defined as *Fire Area* in Schedule "A" attached hereto and forming part of this agreement.

NOW THEREFORE in consideration of the mutual covenants, conditions, considerations and payments herein contained Minto and Howick mutually agree as follows:

1. In this Agreement, unless the context otherwise requires:
 - a. "*Designate*" means a person who in the absence of the *Fire Chief*, has the same powers and authority as the *Fire Chief*;
 - b. "*Fire Area*" means the area of Howick defined in Schedule "A" attached hereto and forming part of this agreement;
 - c. "*Fire Chief*" means the chief of the fire department;
 - d. "*Fire Department*" means the municipal department authorized to perform *Fire Protection Services*;
 - e. "*Fire Protection Services*" means and includes activities defined in the *Fire Protection and Prevention Act*, more particularly described as: Fire Suppression, Rescue and Emergency Services, Communications, modified medical tiered response as per the

agreement of tiered response with Howick shown as Schedule “B”. Public Fire Education shall be coordinated and communicated jointly to the *Fire Area* by Howick and Minto. Emergency Management situations or exercises as may be defined under the *Emergency Management and Civil Protection Act* shall fall under the direction of Howick with required response coordinated and communicated with Minto. Fire Protection Services do not include request and demand fire inspections, open air burning matters and/or any other issues or complaints regarding nuisance burning in the *fire area* covered by Minto. All of the services provided by Minto to the *Fire Area* shall be shown in Schedule “B”.

2. RESPONSIBILITIES

- a. Minto will supply *Fire Protection Services* to all properties and residents situated within the geographical area of Howick shown in Schedule “A” which shall be known as the “*Fire Area*”.
- b. The Service Delivery Expectations are included as Schedule “B”. During the term of this agreement the Service Delivery Expectations provided to the *Fire Area*, including the level of service, will not change.
- c. Howick shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants in the *Fire Area* of procedures for reporting an emergency and of the services provided by the Minto Fire Department. The notification shall be consistent with the provisions in Schedule “B”. Minto shall receive a copy of any notification to be distributed in the *Fire Area* by Howick.
- d. Fire apparatus and personnel that will respond to occurrences in the *Fire Area* of Howick will constitute sufficient apparatus and fire fighters to accomplish the specific services identified in the agreement.
- e. Notwithstanding Section 2.d. above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Minto or elsewhere, under the provisions of the County of Wellington Mutual Aid Plan. In such a case the fire chief, or designate, shall summon assistance for coverage to the *Fire Area* in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section 2.b. above.
- f. Minto shall be required to send a summary of incident reports within the *Fire Area* to the Fire Chief or designate of Howick on an annual basis.

- g. Minto will receive all funds received for occurrences at which the fire department attends in the *Fire Area*. Minto will be responsible for the billing of all funds.
- h. Howick shall take whatever action is appropriate and necessary to have the Howick Fire Chief or designate appointed as *Chief Fire Official* for the *Fire Area* and have all of the powers of the *Chief Fire Official* as per the *Fire Prevention and Protection Act*. All matters requiring decisions of the *Chief Fire Official* shall be communicated to the Howick Fire Chief immediately so as to make a timely decision.
- i. The Fire Chief or designate of Howick and the Fire Chief or designate of Minto agree to communicate as often as deemed necessary, but no less frequently than once per year, to discuss program and service delivery matters within the *Fire Area*.
- j. Howick shall provide Minto a current map of the response area at the commencement of this agreement and thereafter a further copy of each update and revision thereto, noting necessary firefighting information. (i.e. permanent road closures, fire protection water source)
- k. Howick and Minto both agree that they will pass enabling by-laws in order to confirm the terms and conditions of this agreement to enable each municipality to enter into said agreement, thus binding the municipality to said agreement.

3. REIMBURSEMENT

- a. Howick agrees to reimburse to Minto payment in the manner and amounts established. The amounts established are based upon payment of \$3000 per response by Minto into the *Fire Area* with a minimum amount of \$9000 paid annually. The amount per response does not alter no matter the number of Stations or apparatus sent by Minto. As well, the number of hours spent on the response does not alter the amount. This agreement will be in force from the passing of the by-law until amended or appealed by the Council of the Town of Minto or the Township of Howick.

4. ARBITRATION

- a. So often as there may be any dispute between the parties to this agreement, or any of them, with respect to any matter contained in this agreement, including but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990 c. M. 48 and the decision rendered in respect of such proceedings shall be final and binding upon the parties of the agreement. Both parties agree to split the cost of the arbitration process.
- b. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by the Judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act* S.O. 1991 c. 17, or pursuant to any successor legislation.

5. DURATION OF AGREEMENT

- a. This agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement shall be deemed to exist except as entered into writing by both parties to this agreement.
- b. This agreement shall be in force for a period of five (5) years, commencing on the 1st day of January, 2016 and concluding on the 31st day of December, 2021 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section 5.c. hereto.
- c. This agreement may be terminated at any time by either party giving written notice to the other party not less than six (6) months prior to the desired termination date. In any case of termination prior to June 30, the fees specified in Section 3.a. will be applied on a yearly pro rata basis.
- d. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- e. This agreement shall be governed by and be constructed solely in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.

6. CURRENCY

- a. All references to currency amounts in this agreement shall be references to Canadian dollars.

7. VALIDITY

- a. If any part of this agreement is held or rendered invalid or illegal, the remainder of this agreement continues to apply.
- b. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect once the necessary changes have been made.
- c. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- d. All of the provisions and covenants contained in this agreement shall survive the expiry or other termination of this agreement.

8. LIABILITY AND INDEMNIFICATION

- a. Minto shall not be liable for any injury to Howick or to any officers, employees, agents, residents, occupants or visitors of Howick or the Fire Area, or for any damage to or loss of property of Howick, or of any officers, employees, agents, residents, occupants or visitors of Howick or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Services on any occasion to Howick or for any decision made by the Fire Chief pursuant to section 2.e. of this Agreement.
- b. Howick shall save harmless and fully indemnify Minto, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 8.a. and such indemnification shall survive the termination of this Agreement.
- c. Sections 8.a. and 8.b. do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Minto while acting within the scope of his or her employment.
- d. Howick shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of Minto caused by or in any way related to the performance of this Agreement.

- e. Minto shall save harmless and fully indemnify Howick, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 8.a. and such indemnification shall survive the termination of this Agreement.
- f. Sections 8.d. and 8.e. do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Howick while acting within the scope of his or her employment.

9. CONFIDENTIALITY AND PROTECTION OF PRIVACY

- a. The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - i. was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - ii. was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - iii. was approved in writing for disclosure, without restriction, by the disclosing party;
 - iv. is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - v. was developed by either party independently, without a breach of any duty of confidence.
- b. Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 9.
- c. All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive

property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.

- d. Upon completion of the Fire Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- e. Where Minto or Howick or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*, when performing the Fire Services described herein, then Minto or Howick, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

10. WORKPLACE HEALTH AND SAFETY AND INSURANCE ISSUES

- a. Minto agrees to provide Municipal Liability Insurance of at least \$10 million per occurrence from Minto coverage for providing Fire Services for the *Fire Area* of Howick, such policy to name Howick as an additional insured for the purposes of services provided under this agreement. Minto shall provide Howick with proof of such insurance coverage upon written request from Howick.
- b. Minto shall provide to Howick, proof of Worker's Safety and Insurance Board (WSIB) coverage for the fire department's firefighters on a yearly basis for the duration of this agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF HOWICK

Per _____
Art Versteeg, Reeve

Per _____
Carol Wilson, Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF MINTO
:

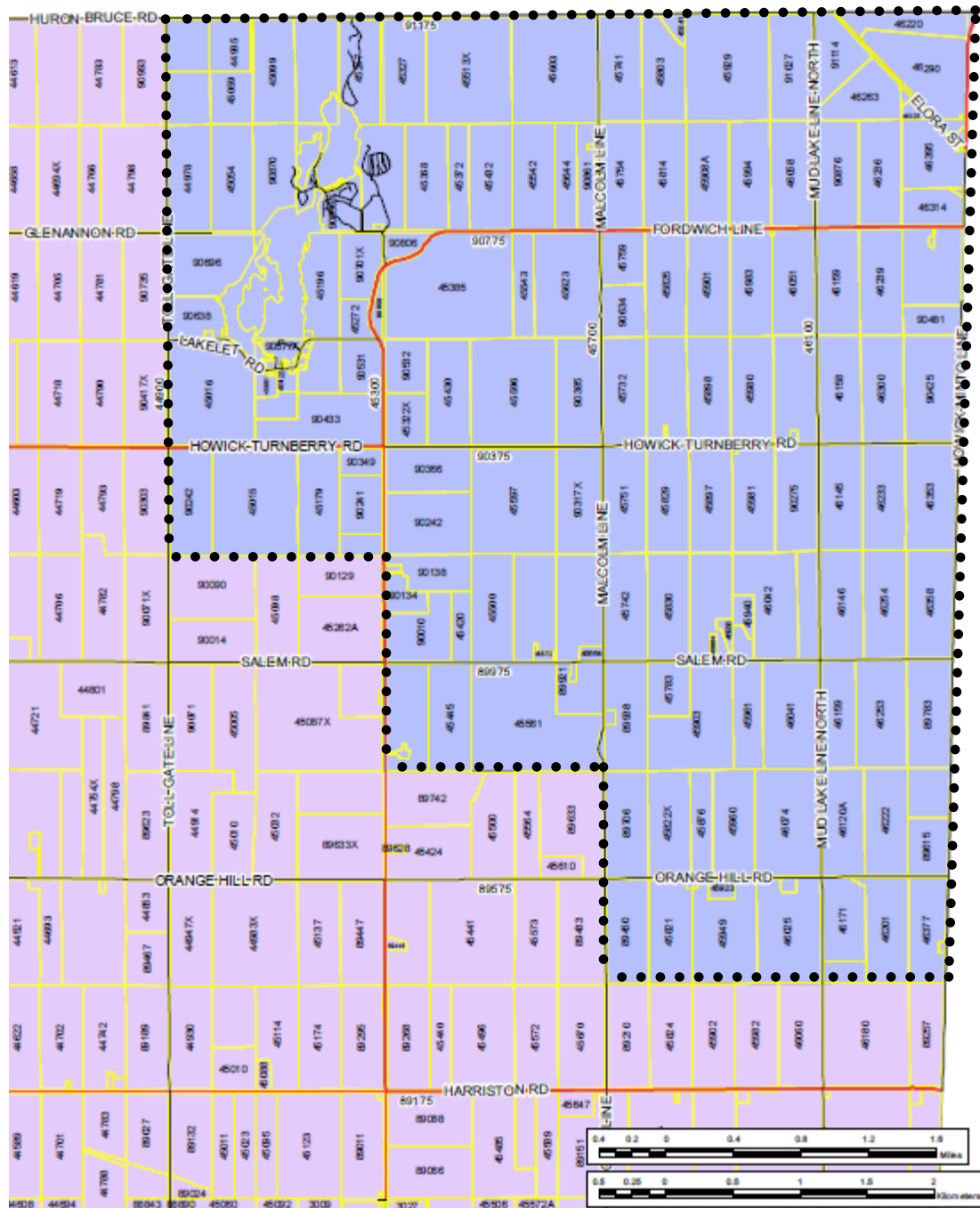
Per _____
George Bridge, Mayor

Per _____
Bill White C.A.O. Clerk
We have authority to bind the Corporation

SCHEDULE "A" FIRE AREA

The following is a map of the *Fire Area* of the Township of Howick covered by Minto.

Clifford Fire Department



SCHEDULE “B”

SERVICE DELIVERY EXPECTATIONS

Minto will provide to the *Fire Area*:

- Fire Suppression
- Rescue and Emergency Services including responses to Motor Vehicle Collisions
- The above will not include Trench Rescue, or Water Rescue as Minto Fire does not offer these services
- Communications
- Hazardous Materials Response to the Awareness Level only
- Medical Tiered Response, as per the current Minto service offered
- Routine Fire Inspections
- An investigator for any fire that is deemed to require an investigation prior to an investigator from the Office of the Fire Marshal and Emergency Management arriving if required.

Howick will provide to the *Fire Area*:

- Emergency Management situations or exercises as may be defined under the *Emergency Management and Civil protection Act*.
- Open Air Burning Matters
- Issues or Complaints regarding Nuisance Burning
- Enforcement of any other By-laws applicable to Howick residents.
- Minto Fire Department shall make every effort to notify the Howick Fire Chief, or designate, as soon as practically possible, in the event that a fire occurs in the designated response area.

Complaint Fire Inspections and Public Education shall be identified coordinated and communicated jointly to the *Fire Area* by Howick and Minto.

The Corporation of the Town of Minto
By-law No. 2016-10

for the purpose of Appointing Municipal Council Members
and Citizens of the Town of Minto

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 individuals are to be appointed to Committees of the Town of Minto Council, Advisory Committees, Independent Boards and other Advisory Bodies for the Corporation of the Town of Minto;

AND WHEREAS the Council of the Corporation of the Town of Minto enacts as follows:

1. The Committees and the members of the respective committees are attached as Schedule A to this By-law.
2. Town of Minto By-law No 2014-89 and. 2015-32 are hereby repealed.

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 1st day of March, 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
Andy Pridham

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

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

Drinking Water Quality Management Standards (DWQMS) Team: Meeting at a minimum annually to ensure Town compliance with Provincial Clean Water Legislation is maintained.

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

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

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

The Corporation of the Town of Minto

By-law No. 2016-10

SCHEDULE A

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

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

The Corporation of the Town of Minto
By-law No. 2016-10
SCHEDULE A

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

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. 2016-11

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held February 16, 2016

WHEREAS the Council of the Town of Minto met on February 16, 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 February 16, 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 16th day of February, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White