

Tuesday, November 1, 2016 2:30 p.m. Council Chambers

- 1. Call to Order
- 2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act
- 3. Motion to Convene into Closed Session
  - a. Previous Minutes of the October 18, 2016 Closed Session Minutes
  - b. Personal matters about an identifiable individual, including employees; Facilities Department
  - c. Personal matters about an identifiable individual, including employees; Employee Benefits
- 4. Motion to Convene into Open Session
- 5. Minutes of Previous Meeting
  - a. Regular Council Minutes of October 18, 2016
- 6. Additional Items Disclosed as Other Business
- 7. Resolution Moving Council into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business
- 8. Public Meeting 5 pm
  - a. Minor Variance Application A5-16: Gingerich 5461 Highway 87
- 9. Delegations





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### 17. Adjournment



#### Council Minutes Tuesday, October 18, 2016 6:30 p.m. Council Chambers

Council Present: Mayor George A. Bridge Deputy Mayor Ron Faulkner Councillor Mary-Lou Colwell Councillor Dave Turton Councillor Judy Dirksen Councillor Ron Elliott

Council Regrets: Councillor Jean Anderson

Staff Present: Bill White, C.A.O. Clerk Annilene McRobb, Deputy Clerk, Recording Secretary Lorie Forbes, Deputy Treasurer Cam Forbes, By-Law Enforcement Officer

**1. Call to Order** 6:32 p.m.

**2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act** Councillor Dirksen declared a pecuniary interest for Item 12 c) 6) C.A.O. Clerk, Marquardt Lease; Monster Truck Rides; Temporary Building.

3. Motion to Convene into Closed Session

#### RESOLUTION: 2016-190

Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner THAT The Council of the Town of Minto conduct a meeting Closed to the Public to discuss the following:

- Previous Minutes of the September 6, 2016 Closed Session Meeting
- Litigation or potential litigation Elora Street, Harriston Wayfinding signage
- Advice that is subject to solicitor-client privilege- George Street Development, Harriston

Carried

**4. Motion to Convene into Open Session** 7:06 p.m.

RESOLUTION: 2016-191 Moved By: Councillor Turton; Seconded By: Councillor Elliott THAT The Council of the Town of Minto resume into open Council.

Carried

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#### 5. Minutes of Previous Meeting

#### **RESOLUTION: 2016-192**

Moved By: Councillor Colwell; Seconded By: Councillor Turton THAT the minutes of the October 4, 2016 Council Meeting be approved.

Carried

a. Regular Council Minutes of October 4, 2016

6. Additional Items Disclosed as Other Business

- Councillor Elliott declared an additional item.
- 7. Resolution Moving Council into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business

RESOLUTION: 2016-193 Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Colwell THAT The Town of Minto Council convenes into Committee of the Whole.

Carried

8. Public Meeting - None.

#### 9. Delegations

a. Wayne and Joel Martin, 2017 Canadian Fast Pitch Championships Wayne Martin announced that Minto will host the 2017 U14 Canada Fastpitch Championship August 9-13. Four diamonds in Minto will be used with most games to be held in Palmerston. The volunteer committee is formed and they are working on logistics with Town staff. They thanked the Town for their assistance so far. Mayor Bridge and Council congratulated Wayne and Joel Martin for their successful bid, and confirmed Town support for the event.

b. County Councillor David Anderson, County of Wellington Update

County Councillor Anderson noted he received many positive comments about County and Town pride during IPM 2016. He provided a summary of activities from County Libraries, Museum and Archives, OPP, Social Services and Solid Waste. The OPP have been patrolling the new Harriston Roundabout.

Council discussed the presentation and asked questions about crime statistics. Mayor Bridge noted OPP bike patrols are doing well, and statistics can be made available to Town Council monthly. County Councillor Anderson noted there has been an increase in the Federal and Provincial Social Infrastructure Fund for housing needs.

**10.** Public Question Period- No one came forward.

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

- a. Mayor Bill Vrebosch, Municipality of East Ferris, ROMA Conference in January
- b. Ontario Good Roads Association, Call for Nominations for Board of Directors
- c. Township of Madawaska Valley, Resolution regarding parole system and Bill 21, Private Members Bill
- d. Minister of Natural Resources and Forestry Kathryn McGarry, Introduction of Legislation to Amend the Aggregate Resources Act
- e. Federation of Canadian Municipalities, seeks members' help for our Haitian partner municipalities severely damaged by Hurricane Matthew
- f. Royal Astronomical Society of Canada, Street Lighting
- g. Association of Municipalities Ontario, AMO Policy Updated Arbitrated Settlement with the OPPA
- h. MPP Randy Pettapiece, News Release- Order Paper Questions
- i. Municipality of Grey Highlands, Accommodation Review Request for Immediate Moratorium
- j. Association of Municipalities Ontario, AMO Report to Member Municipalities Highlights of September 2016 Board Meeting
- k. Association of Municipalities Ontario, What's Next Ontario Resolution request
- I. Ombudsman Ontario, The Watchdog September Newsletter
- m. Harriston Royal Canadian Legion, Wreaths for Harriston and Clifford Cenotaphs
- n. Frank Lambier Palmerston Legion, Wreath for Palmerston Cenotaph

#### MOTION: COW 2016-231

Moved By: Councillor Turton; Seconded By: Councillor Elliott THAT Council receives the correspondence for information.

Carried

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

- a. Committee Minutes for Receipt-None
- b. Committee Minutes for Approval

1. Launchlt Minto Minutes of September 7, 2016

Councillor Colwell reviewed the minutes noting the increase in Chamber of Commerce contribution to Launchlt reflecting staff allocation, success of Live2 Lead event, and discussions around floor space.

#### MOTION: COW 2016-232

Moved By: Councillor Colwell; Seconded By: Councillor Turton THAT Council receives the Launchlt Committee Minutes of September 7, 2016 and approves all recommendations contained within.

Carried

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#### c. Staff Reports

1. Triton Engineering Services Ltd., Queen and Walker Streets, Traffic Report

October 18, 2016 Council Minutes

C.A.O. Clerk White noted the report had been emailed to the landowner. The firm noted no technical safety concern, but recommended bars at the stop sign, awareness and future capital improvements. Council discussed the report and recommendations.

#### MOTION: COW 2016-233

Moved By: Councillor Dirksen

; Seconded By: Councillor Elliott

THAT the October 13, 2016 report from Triton Engineering regarding four way stop at the intersection of Queen and Walker Street, Palmerston be received and that the existing all-way stop, while not warranted, should be retained, and emphasized by painting stop bars. AND FURTHER that when Queen Street is scheduled for improvements, provision of curb and gutter, and sidewalk on one side should be considered,

AND FURTHER that an awareness, education, and enforcement program should be implemented including the installation of temporary portable electronic speed signs, followed by increased enforcement.

Carried

2. By-law Enforcement Officer, Amendments to the Parking By-law By-law Enforcement Officer Forbes reviewed his report. Council discussed the 2 hour parking limit noting that it may be more of a deterrent. Public parking spaces should be highlighted.

#### MOTION: COW 2016-234

Moved By: Councillor Turton; Seconded By: Councillor Elliott

THAT the Council of the Town of Minto receives the By-law Enforcement Officers October 18, 2016 report regarding the amended Parking By-law, and consider the by-law in open session to implement no parking on the inside curve of Milton Seiler Crescent, establish two hour limits in the urban areas as outlined in the report, and approve changes recommended by the County regarding parking on boulevards and shoulders of the road.

#### Carried

3. Chief Building Official, July, August and September Building Permit Reviews C.A.O. Clerk presented the report noting more permits in 2016 than 2015, but a lesser construction value. Council discussed the reports noting lower institutional permits.

#### MOTION: COW 2016-235

Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Turton THAT Council receives the July, August and September Building Permit reports from the Chief Building Official for information.

Carried

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4. Deputy Clerk, Ontario Drainage Act, Court of Revision The Deputy Clerk reviewed Court of Revision processes set around the Council meeting.

#### MOTION: COW 2016-236

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell THAT Council of the Town of Minto receives the Deputy Clerk's report dated October 4, 2016 regarding Ontario Drainage Act, Court of Revision and that Councillor Turton and Mayor

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Bridge (Chair) be appointed to Court of Revision, to sit with West Grey member for proceedings respecting Municipal Drain 116.

#### Carried

5. C.A.O. Clerk, Harriston Lawn Bowling, Final Agreement Public Guardian and Trustee The C.A.O Clerk noted the Public Guardian accepted the agreement presented by Council to the Attorney AMO. The Town Lawyer recommends approval.

#### MOTION: COW 2016-237

Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Elliott THAT Council receives the C.A.O. Clerk's October 12, 2016 report regarding Harriston Lawn Bowling, Final Agreement Public Guardian and Trustee and that a by-law be considered in regular Council to approve the final agreement.

Carried

6. C.A.O. Clerk, Marquardt Lease; Monster Truck Rides; Temporary Building Having declared a pecuniary interest, Councillor Dirksen left the Council Chambers. The C.A.O. Clerk noted at temporary building could be part of the zoning.

#### MOTION: COW 2016-238

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT Council receives the C.A.O. Clerk's report dated October 13, 2016 regarding the Murray and Jodene Marquardt's request to place a temporary building to house the monster truck on-site and that the lease be amended to allow the temporary building only for the monster truck use and no other use contingent on applying for and receiving a building permit and further that the temporary building is removed at their expense at the end of or upon cancellation of the lease agreement.

Carried

#### Councillor Colwell assumed the Chair

7. Tax Collector, Application for Tile Drain Loan Ryan and Chantelle Koeslag 6408 Given Rd The Deputy Treasurer reviewed the loan application.

#### MOTION: COW 2016-239

Moved By: Mayor Bridge; Seconded By: Deputy Mayor Faulkner THAT Council of the Town of Minto receives the report from the Tax Collector regarding an Application for Tile Drain Loan by Ryan & Chantelle Koeslag and approves the Application for a Loan under The Tile Drainage Act.

Carried

8. Treasurer, Approval of Accounts September 2016 Deputy Treasurer Forbes provided an overview of the accounts.

#### MOTION: 2016-240

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for September 30, 2016 as follows: Administration \$292,157.88, Building \$8,906.29, Economic Development \$2,352.55, Incubator \$789.18, Tourism

\$4,875.94, Fire \$28,731.09, Roads \$262,936.10, Streetlights \$926.23, Waste Water \$73,546.30, Water \$21,815.89, Minto in Bloom \$78.94, Recreation \$4,593.90, Clifford \$19,027.58, Harriston \$21,551.87, Palmerston \$37,028.61, Norgan \$4,227.09.

Carried

Mayor Bridge Resumed the Chair

d. Other Business Disclosed as Additional Item

Councillor Elliott noted the 2<sup>nd</sup> Annual Barn Dance is at the Norgan Theatre Thursday December 1 8 pm. Tickets are \$25 each.

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

#### RESOLUTION: 2016-194

Moved By: Councillor Elliott; Seconded By: Councillor Turton THAT the Committee of the Whole convenes into Regular Council meeting.

Carried

14. Notices of Motion - None

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

#### RESOLUTION: 2016-95

Moved By: Councillor Colwell; Seconded By: Councillor Elliott THAT The Council of the Town of Minto ratifies the motions made in the Committee of the Whole.

Carried

#### 16. By-laws

a. 2016-25, authorizing the transfer of 43 Arthur Street West, Harriston to the Town of Minto

#### RESOLUTION: 2016-196

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

Carried

b. 2016-77, amend Parking By-law 5000-05

#### RESOLUTION: 2016-197

Moved By: Councillor Turton; Seconded By: Councillor Dirksen THAT By-law 2016-77; to amend By-law 5000-05, a By-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within 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

c. 2016-78, Sale of Part Lot 313, Ann Street, Clifford to Bray

#### RESOLUTION: 2016-198

Moved By: Councillor Elliott; Seconded By: Councillor Turton THAT By-law 2016-79; Authorizing the Mayor and C.A.O. Clerk to execute any and all documents for the sale of Part Lot 313 Ann Street, Clifford to Benjamin Bray; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

d. 2016-79, Sale of Part Lot 314, Ann Street, Clifford to Welsh

#### RESOLUTION: 2016-199

Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Colwell THAT By-law 2016-79; Authorizing the Mayor and C.A.O. Clerk to execute any and all documents for the sale of Part Lot 314 Ann Street, Clifford to Christine Welsh; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

e. 2016-80, Confirm the Proceeding of the October 18, 2016 Committee/Council meeting

#### RESOLUTION: 2016-200

Moved By: Councillor Colwell; Seconded By: Councillor Elliott THAT By-law 2016-80; Confirm the Proceedings of the October 18, 2016 Committee/Council meeting; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

17. Adjournment 8: 30 p.m.

RESOLUTION: 2016-201 Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner THAT The Council of the Town of Minto adjourn to meet again at the call of the Mayor.

Carried

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Mayor George A. Bridge

C.A.O. Clerk Bill White



Public Hearing Agenda Committee of Adjustment Tuesday November 1, 2016 at 5:00 p.m. Council Chambers, Municipal Office 5941 Highway 89, RR# 1 Harriston

- 1. Chair Bridge calls the Public Hearing to order and publicly states: "Any decision reached by this Committee today cannot be used to set a precedent. Each application considered by the Committee is dealt with on its own merits and no two applications are exactly the same".
- 2. The Public Hearing is to consider Minor Variance Application File No. A5-16, Kelly Gingerich
- 3. Chair Bridge to call on the Secretary -Treasurer.
- 4. Secretary -Treasurer White to state the following information.

**The Subject Property** is legally described as Pt Lot 36 Con 8 RP61R8396 Parts 5 &6 Town of Minto municipally known as 5461 Highway 87, former Town of Palmerston, Town of Minto.

**THE PURPOSE AND EFFECT OF THE APPLICATION** is to permit the reconstruction of a Second Dwelling Unit on the subject parcel, with a lot size of 9.39ha (23.21ac) and a setback of 91.44m (300.0') from the main dwelling unit, whereas sections 8.5.1, 8.4.1, and 8.4.3 of the Corporation of the Town of Minto's Comprehensive Zoning By-Law 01-86, as amended, does not permit the establishment of a Second Dwelling Unit on a lot subject to the Reduced Lot Regulations, requires a minimum lot size of 35ha (86.0ac), and requires the second dwelling unit to be within 61.0m (200.0') of the main dwelling unit respectively.

**Notices** were mailed to the property owners within 200 feet or 60 metres of the subject property as well as the applicable agencies on October 21<sup>st</sup> posted on the subject property and circulated to staff on the same date and the following comments were received:

- Town of Minto Building Inspector, Staff report
- Report Wellington Senior Planner, Linda Redmond
- Site Sketch
- 5. Chair Bridge calls upon the applicant or agent followed by comments by County or Town Staff.
- 6. Chair Bridge requests any persons wishing to speak to the application to come forward and address the Committee of Adjustment through the Chair.
- 7. Chair Bridge asks for any questions by Committee, or any response or rebuttal by the applicant or agent.
- 8. The Secretary -Treasurer provides resolution(s) for the Committee to consider. Upon a resolution being carried or defeated; the Notice of Decision of the Committee of Adjustment is to be signed by all members of the Committee of Adjustment in favour of the decision.
- 9. Chair Bridge to state **"Anyone wishing to receive a copy of the Notice of Decision" to please sign** the Request for Notice of Decision prior to leaving the Council Chambers following the meeting.
- 10. Chair Bridge to officially adjourn the Public Hearing.



DATE:

FROM:

TO:

RE:

Town of Minto October 24, 2016 Mayor Bridge and Members of Council Stacey Pennington Building Inspector Minor Variance A5-16 Gingerich, Part Lot 36 Parts 5 & 6 Concession RP 61R8396 municipally known as 5461 Highway 87, Town of Minto.

#### STRATEGIC PLAN

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

#### BACKGROUND

The subject lands are located at 5461 Highway 87. The Official Plan designation of the subject property is Agriculture. The lot is zoned Agriculture. The subject property is 23.21 acres in size.



The lot is subject to the agriculture reduced lot regulations in Section 8.5 of the Town of Minto Zoning Bylaw. The reduced lot provisions do not allow for a secondary residential dwelling. However, the property has a legal nonconforming mobile home as a secondary residential dwelling, (shown below left) that has been on the subject property prior to 1988. The applicant would like to replace the existing mobile home with a newer modular home (shown below right).





Section 6.21 c) permits the replacement of the legal non-conforming secondary dwelling as long as the height, area, size or volume of the structure is not altered.

#### **COMMENTS**

Staff in the Building Department and Public Works Department met to review the application, and there are no concerns with the replacement of the mobile home on the subject property. The updating of the building maintains the general intent and purpose of the Official Plan and Zoning By-law are minor and desirable for the development of the lands.

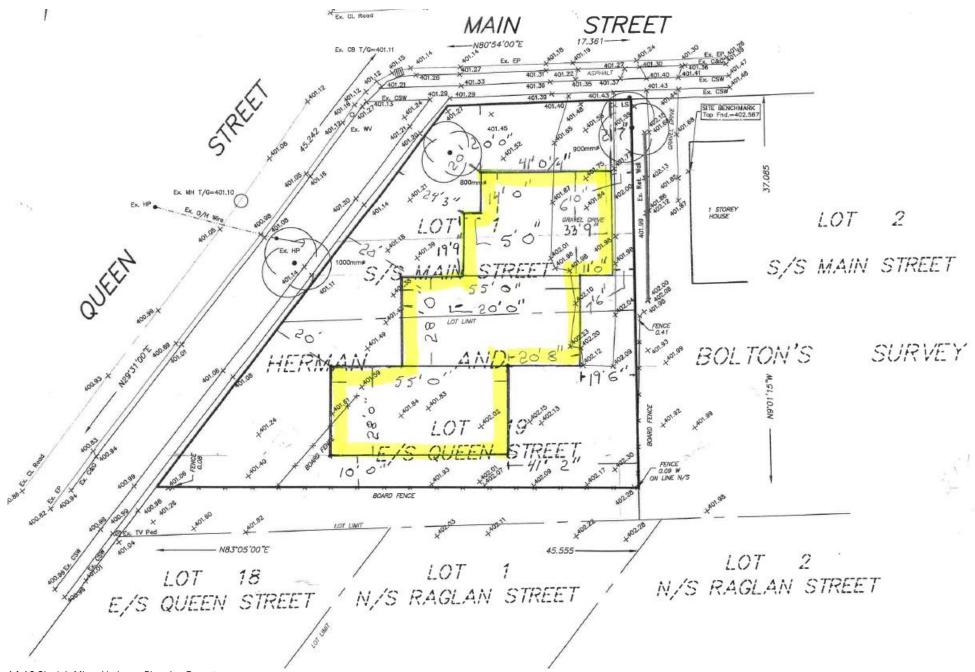
#### **RECOMMENDATION**

THAT the Committee of Adjustment receives the Building Assistants report regarding proposed A5-16; Gingerich, Minor Variance application for Part Lot 36 Parts 5 & 6 Concession RP 61R8396, municipally known as 5461 Highway 87, Town of Minto.

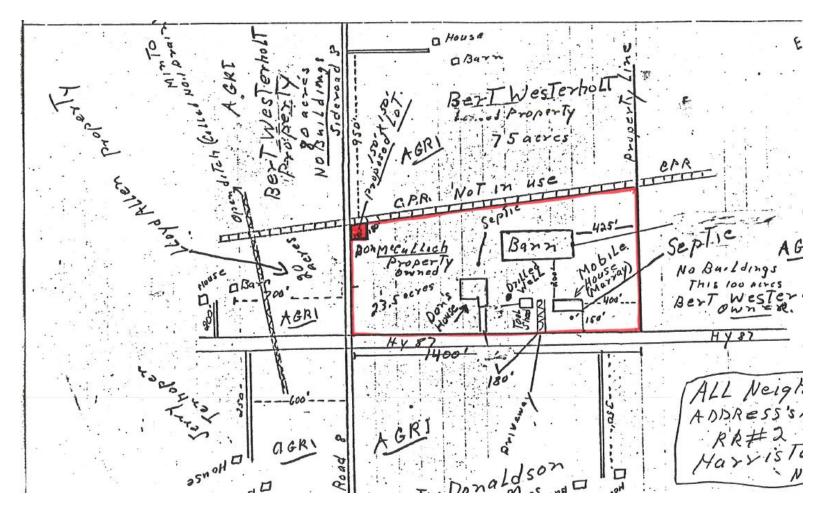
Stacey Pennington Building Inspector

ATTACHMENTS Site Sketch

County of Wellington Planner comments



A4-16 Sinclair Minor Variance Planning Report





#### **COUNTY OF WELLINGTON**

PLANNING AND DEVELOPMENT DEPARTMENT GARY A. COUSINS, M.C.I.P., DIRECTOR T 519.837.2600 F 519.823.1694 1.800.663.0750

ADMINISTRATION CENTRE 74 WOOLWICH STREET GUELPH ON N1H 3T9

October 26, 2016

Bill White, CAO-Clerk Town of Minto Committee of Adjustment 5941 Highway 89, R.R. #1 Harriston, ON NOG 1Z0

#### RE: Minor Variance Application A5/16 Part Lot 36 Parts 5 & 6, Concession RP 61R8396 5461 Highway 87, Town of Minto

We have reviewed the application for minor variance and provide the following comments. Please be advised that these comments were formulated without the benefit of a site visit.

**Planning Comments:** The variance requested would provide relief from the minimum lot area and locational requirements to permit the replacement of a second residential dwelling on the property. The Agricultural zone permits a second dwelling on a minimum lot size of 35 hectares, and requires that the second dwelling be located within the Farm Building Cluster and share a common driveway. The subject lands are 23.2 ha and the proposed second dwelling is not located within the farm building cluster.

This variance is minor and would maintain the general intent and purpose of the Official Plan and Zoning By-law, and would be desirable and appropriate for the development of the subject property.

#### Wellington County Official Plan

The subject property is designated PRIME AGRICULTURAL. The Official Plan provides consideration for minor variances provided the general intent of the Official Plan and Zoning By-law are maintained and the variance is minor and desirable for the appropriate development of the land. Consideration shall be given as to whether compliance with the by-law would be unreasonable, undesirable or would pose an undue hardship on the applicant.



#### Minto Zoning By-law

The subject lands are zoned A (Agricultural zone), and the property is currently occupied by a single detached dwelling, barn, and second dwelling. The existing second dwelling is a mobile home and has existed on the lands for many years. The owners intend to replace it with a permanent modular home, with a different floor area and height, but in the same location. There is an existing septic and well in this location.

In the interest of bringing the property closer to conformity with the zoning by-law, the use is considered as a permitted use in the Agricultural zone.

The proposal requires relief from Section 8.4, Regulations for establishment of a second residential Dwelling. The following relief is required:

	By-Law (01-86) as amended	
	Allowed	Requested
8.4.1	35.0 Ha	9.4 Ha
Lot Area,	(86 ac)	(23.2 ac)
Minimum		
8.4.3	A second residential dwelling shall be located within	The proposed second
Location	the Farm Building Cluster. The second residential	residential dwelling does
	dwelling unit must be detached from the main	not share a common
	residential dwelling, shall share a common driveway	driveway and is not
	with the main farm residence, and shall be located	located within the Farm
	within a 61.0m (200.0 ft) radius of the main farm	Building Cluster
	residence. A second residential dwelling shall be	
	provided with a potable water supply and adequate	
	private sewage treatment facility.	

Given the proposed upgrades and attempt at conformity with the zoning by-law, the minor variances are desirable and appropriate for the use of the subject lands, are minor in nature and conform to the Official Plan and Zoning By-law.

I trust that these comments will be of assistance to the Committee. Yours truly,

E. Maitellym

Elizabeth Martelluzzi, B.URPL Junior Planner



October 6, 2016

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

Dear Council Members,

"I suffered post traumatic stress from **military discipline measures** which was actually a second trauma as my first was as a child in which I suffered issues of **parental abandonment.**" Charles Lewis, Corporal, British Army

"I was first at the scene where a child of nine years old lay lifeless. I administered CPR. The child didn't make it. As a result I suffered post traumatic stress with visions of **my own nine year old son** being that child, **being dead**." *Constable Kelly Krpan, OPP Officer* 

"The torture he endured as a POW was a lifetime ago, but he **couldn't forget, and woke up** several times a night in a cold sweat **re-living the experience**." *Eric Lomax, Lieutenant, British Army (deceased)* 

"On several occasions I witnessed carnage - the aftermath of my fellow comrades being blown up. I am still suffering. I have lost hope of being normal again." *William Miller, 3rd Class Petty Officer, US Navy Seabees* 

Our purpose at Mission Butterfly is to improve the quality of life and enhance the well being of Veterans, Active Duty Soldiers, First Responders and their families through the delivery of programs that effectively reduce effects or arrest symptoms of PTSD and related conditions.

We have worked hard to develop a diverse, committed Board of Directors, a professional Program Delivery Team and a unique program.

Our "HEALING INVISIBLE WOUNDS INTENSIVE PROGRAM" consists of 80+ hours during 4 (3 day) weekends spread over a 10 week period. We aim to provide a safe space and time for participants to practice and process new skills and tools to achieve mind, body, spirit transformation. We continue to follow-up with our families over the course of one year.

Presently, our clientele, board members and professional team primarily resident in Wellington County.

Our organization, MISSION BUTTERFLY, was incorporated federally as a non profit organization on August 2<sup>nd</sup>, 2016. This will allow us to not only expand within Ontario but to each and every province over the next 5-10 years.

We are reaching out for support to launch our 1st program and would be both thrilled and grateful for the Town of Minto's participation.

#### **Suggested Support Options**

#### **Butterfly Donors**

Butterfly donors support our cause in many ways. With a gift of \$5,000 or more your logo will be placed in the distinguished category of the Monarch Butterfly.

#### Sponsor a Family

A contribution of \$25,267 sponsors one family to attend our "Healing Invisible Wounds" 80+ hour Intensive over a ten week period which also includes 1, 3, 6, and 12 month follow up.

#### Partner With Us

Your contribution of \$50,000 per year for a term of not less than three years is a most prestigious gift and as such your logo will be placed prestigiously on our website and our social media platforms.

#### **Population Formula**

In 2006 the population in the Town of Minto was 5,744, while in 2011 the population grew to 8,334. That's a difference of 2,590. Adjusting for similar growth for the past five years brings us to a projected population in 2016 of 10,924. In this option the Town of Minto would invest \$1 per resident making your contribution a total of \$10,924.

Our 'Healing Invisible Wounds Intensive Program' is going to make a huge difference to residents suffering with PTSD and who are facing stigma, lack of education and support to a holistic healing program.

We are confident that we can make an impact with partners like the Town of Minto who value safety, sense of community and quality of life.

We look forward to you contributing towards our goals.

Sincerely,

Darentes

Darlene DeStefano, PhD, CPC, MMsc Chair & Founder Mission Butterfly Incorporated Direct Line: 519-837-0507

# GSC RP 15 LP FIT 5 Small Scale - Ground Mounted Solar Applications – Minto





### Standard Project Details

- I. All projects are located on abandoned CN railway corridors, and occupy less than 3 acres.
- II. One or two rows of panels, 12 feet above ground.
- III. Two row configuration is typically 350 metres long, Single row is 700 metres long
- IV. Weed control and Access for farm operations is maintained.
- V. Distribution line upgrades are required in most cases.





## **Standard Project Details**



### Typical Abandoned Railway Corridor



### **Double Row Configuration**

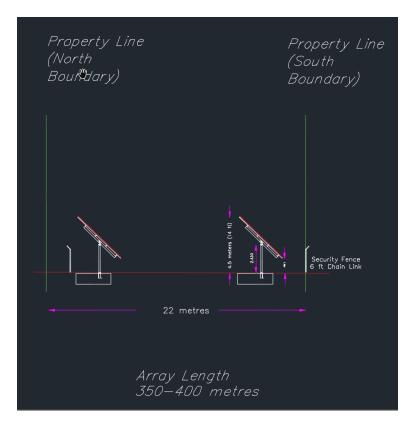


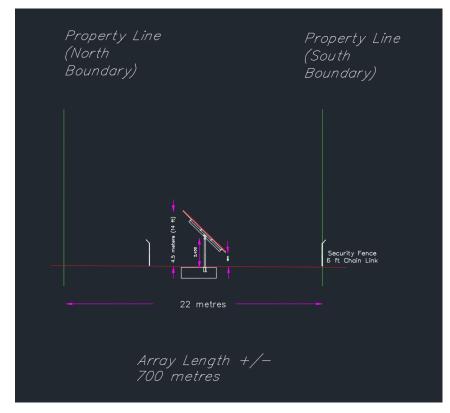
Single Row Configuration





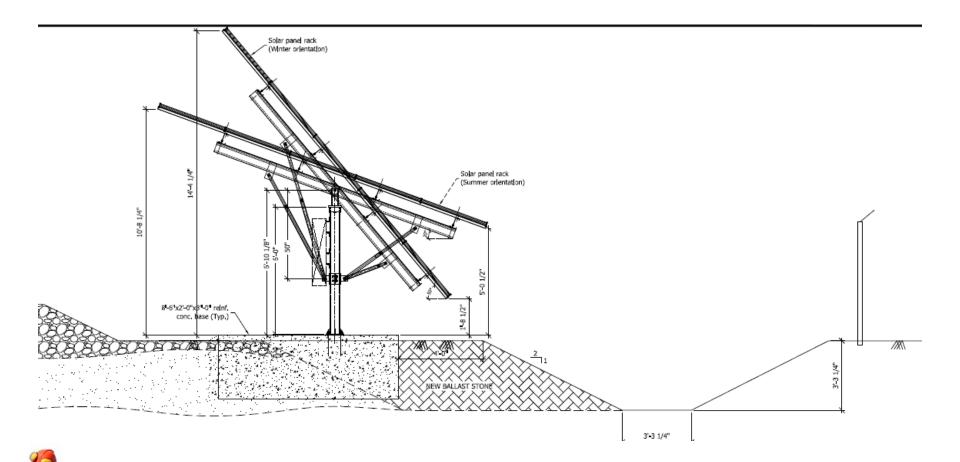
## **Project Details**







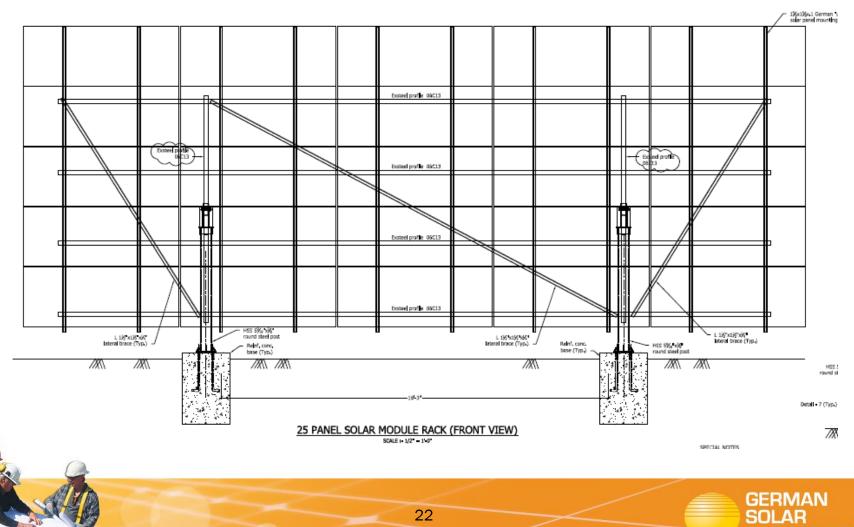
### Project Details – Seasonal Tilt





21

### Project Details – Seasonal Tilt



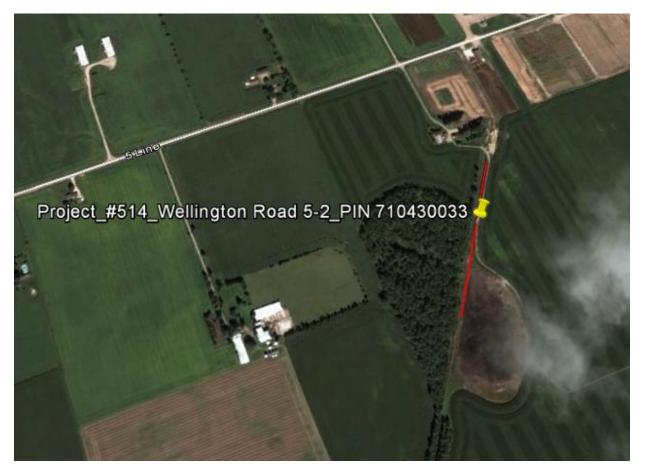
22

CORPORATION











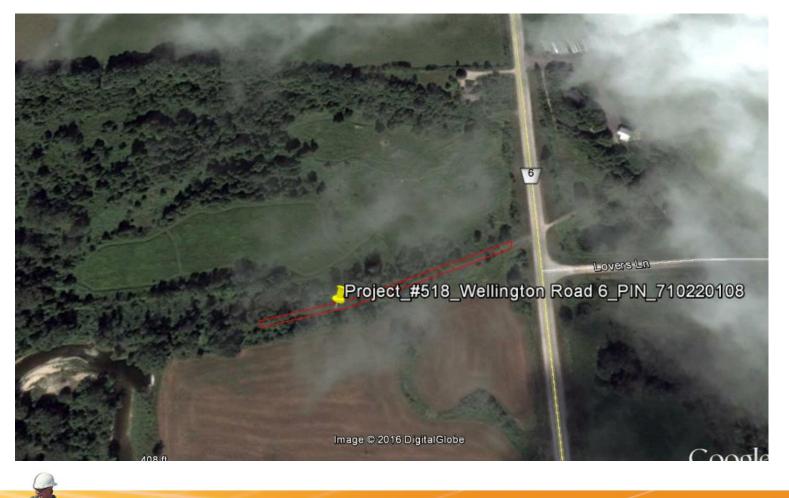














### Contact

- German Solar Corporation
- Attn: Dennis L. German
  - 15835 Robins Hill Rd,
  - London Ontario.
  - N5V 0A5
- Ph: 519-457-7373





### Clerk's Department

595 9<sup>th</sup> Avenue East, Owen Sound Ontario N4K 3E3 519-372-0219 x 1227 / 1-800-567-GREY / Fax: 519-376-8998

October 11, 2016

The Honourable Kathleen Wynne Premier of Ontario Toronto ON M7A 1A1 By email only: premier@ontario.ca

Honourable Madam:

Provincial legislation and Hydro One's strategy regarding hydro costs was discussed at a recent Grey County standing committee meeting. At the October 4, 2016 Council session, resolution SSC70-16 was endorsed as follows:

WHEREAS there is inequity between the cost of hydro for rural residents as compared to urban residents due to higher distribution charges;

AND WHEREAS this practice targets and negatively affects rural residents, especially those who are already unable to pay for the high cost of hydro;

NOW THEREFORE BE IT RESOLVED THAT the County of Grey request the Province to re-evaluate the structure of hydro in terms of access and delivery and implement structural changes to address the unfair practice of charging more for delivery for rural residents;

AND THAT this resolution be circulated to all municipalities in the Province of Ontario as well as Ontario Small Urban Municipalities (OSUM) and Association of Municipalities of Ontario (AMO).

Grey County Council respectfully requests consideration of this resolution.

Yours truly,

d 1/02

Sharon Vokes Clerk/Director of Council Services sharon.vokes@grey.ca www.grey.ca

cc. Glenn Thibeault, Minister of Energy by email: <u>gthibeault.mpp.co@liberal.ola.org</u> AMO by email: <u>amo@amo.on.ca</u> OSUM by email: Imccabe@goderich.ca K. Weppler, Director of Finance All Ontario Municipalities Bill Walker, MPP Bruce Grey Owen Sound by email: <u>bill.wlker@pc.ola.org</u> Jim Wilson, Simcoe Grey MPP by email: jim.wilson@pc.ola.org

### ONTARIO ENERGY BOARD NOTICE TO CUSTOMERS OF UNION GAS LIMITED

### Union Gas Limited applied to change its natural gas rates effective January 1, 2017.

#### Learn more. Have your say.

Union Gas Limited applied to the Ontario Energy Board to change its natural gas rates effective January 1, 2017.

A portion of the change is set using a formula previously approved by the Ontario Energy Board for the period 2014-2018. The formula is tied to inflation and other factors intended to promote efficiency.

Some customers are also impacted by Union Gas Limited's proposal for a new Customer Managed Service for new and existing Union South Rate T2 customers. Union Gas Limited's application also includes the implementation of the Union North Cost Allocation and Rate Design and the Parkway Delivery Commitment Incentive, both of which were previously approved by the Ontario Energy Board.

If the application is approved, an average residential customer of Union Gas Limited would see the following service areas changes and annual impacts.

Previous Service Area	New Service Area	Annual Change
South	South	\$13.35
Fort Frances	North West	-\$8.05
Northwestern	North West	\$17.55
Northern (Union SSMDA)	North West	-\$28.75
Northern (Union NDA)	North East	-\$11.17
Eastern	North East	-\$50.33

#### THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider Union Gas' request. We will question the company on its case for a rate change. We will also hear questions and arguments from individual customers and from groups that represent Union Gas' customers. At the end of this hearing, the OEB will decide what, if any, rate changes will be allowed.

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 Union Gas' application on the OEB's website now.
- 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 **October 24, 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.

The OEB intends to consider cost awards in this proceeding that are in accordance with the *Practice Direction on Cost Awards* and only in relation to Union Gas' proposals on the Rate T2 Customer Managed Service, the Union North Cost Allocation and Rate Design Implementation and the Parkway Delivery Commitment Incentive.

#### LEARN MORE

Our file number for this case is **EB-2016-0245**. 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, please enter the file number **EB-2016-0245** on the OEB website: <u>www.ontarioenergyboard.ca/participate</u>. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

There are two types of OEB hearings – oral and written. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **October 24, 2016.** 

#### 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 rate hearing will be held under section 36 of the Ontario Energy Board Act, S.O. 1998 c.15 (Schedule B).





#### THE CORPORATION OF THE TOWN OF PETROLIA

411 Greenfield Street P.O. Box 1270 PETROLIA, Ontario Canada N0N 1R0

Telephone: 519-882-2350 FAX: 519-882-3373 www.town.petrolia.on.ca

#### "Celebrating our Heritage. Investing in our Future"

October 20, 2016

Michelle Mantifel Township of Brudenell, Lyndoch and Raglan <u>mmantifel@blrtownship.ca</u>

Dear Ms. Mantifel,

I am pleased to inform you that during our regular meeting of Council on October 11, 2106 the below noted correspondence went before Town Council, with the following motion passed;

Item d) Resolution regarding Ontario's Intensive Therapy Funding from the Township of Brudenell, Lyndoch and Raglan

MOVED: Mary-Pat Gleeson SECONDED: Grant Purdy

"THAT the Council of the Town of Petrolia, <u>support</u> the Township of Brudenell, Lyndoch and Raglan's resolution regarding Ontario's Intensive Therapy Funding/Services for Children with Autism; AND THAT this show of support be forwarded to the Honourable Kathleen Wynne, Premier of Ontario and all Municipalities in Ontario;

> <u>Carried</u> C – 13 –10/11/2016

Yours truly,

Mandi Pearson, Deputy Clerk/Operations Clerk

Cc: Hon. Kathleen Wynne, Premier: Legislative Building, Queen's Park Ontario Municipalities



# TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306, Ingersoll, ON, N5C 3K5 Ph. (519) 485-2490 · 1-888-699-3868 · Fax: (519) 485-2520

October 21, 2016

Honourable Kathleen Wynne, Premier of Ontario Legislative Building - Room 281 Queen's Park Toronto, ON M7A 1A1

Dear Premier Wynne:

#### Re: Accommodation Review Process

Please be advised the Council of the Township of Zorra passed the following resolution at its October 18, 2016, regular meeting:

"WHEREAS the current Accommodation Review process is not reflective of the reality of rural school and community life;

AND WHEREAS school closures impact single-school small rural communities in all educational, social and economic aspects to a far greater degree than those impacts in multi-school urban communities;

BE IT RESOLVED, That the Municipality of the Township of Zorra requests the Minister of Education initiate an immediate moratorium on the Accommodation Review Process until such time as a review of the above mentioned impacts on small rural communities be studied, completed and the results and recommendations be considered;

AND THAT this resolution be circulated to Premier Kathleen Wynne, MPP Bill Walker, Minister of Infrastructure, Bluewater District School Board, Bruce-Grey Catholic District School Board, Community School Alliance, County of Grey, County of Bruce, People for Education, and all municipalities in Ontario." Disposition: Carried

If you have any questions, please do not hesitate to contact me.

Yours truly,

Donald W. MacLeod Chief Administrative Officer internet: www.zorra.on.ca cc: MPP Bill Walker

Honourable Bill Chiarelli, Minister of Infrastructure Bluewater District School Board Bruce-Grey Catholic District School Board Doug Reycraft, Chair, Community School Alliance (by email <u>reycraft@sympatico.ca</u>) County of Grey County of Bruce People for Education All Ontario Municipalities (by email)

16-065



# TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306, Ingersoll, ON, N5C 3K5 Ph. (519) 485-2490 · 1-888-699-3868 · Fax: (519) 485-2520

October 21, 2016

Honourable Michael Coteau, Minister of Children and Youth Services Ministry of Children and Youth Services / Anti-Racism Directorate 14th Floor 56 Wellesley Street West Toronto, ON M5S 2S3

Dear Minister Coteau:

#### Re: Autism Spectrum Disorder

Please be advised the Council of the Township of Zorra passed the following resolution at its October 18, 2016, regular meeting:

"WHEREAS, Autism Spectrum Disorder is now recognized as the most common neurological disorder affecting 1 in every 94 children, as well as their friends, family and community;

AND WHEREAS, Applied Behaviour Analysis (ABA) is the scientific process based on objective evaluation and empirically based interventions used to achieve meaningful, generalizable and enduring behaviourial change. Intensive Behavioural Intervention (IBI) is an application of the principles of ABA in an intensive setting used to affect behaviour change and improvement;

AND WHEREAS, the current waiting list of children for Intensive Behaviour Intervention (IBI) is over 2,000 and more than 13,000 children await Applied Behaviour Analysis (ABA);

AND WHEREAS, the Province of Ontario has announced it intends to discontinue IBI services to children over the age of four and provide a onetime payment to assist with services, thereby abandoning thousands who have been wait-listed for years;

AND WHEREAS, there are two service models for affected children to be treated, 1) the Direct Service Offering (DSO) where children receive services directly from trained staff at Ontario's nine regional service providers, and 2) the Direct Funding Offering (DFO) where parents receive funding directly in order to purchase services;

AND WHEREAS, the DFO model to provide services is used in Alberta, British Columbia and imminently Saskatchewan. Such a model is clinically rigorous and has been identified by the Auditor General of Ontario as being less expensive than Ontario's DSO model;

THEREFORE, be it resolved that a letter be sent to Hon. Tracy MacCharles, Minister of Children and Youth Services; Alexander Bezzina, Deputy Minister; Hon. Eric Hoskins, Minister of Health; and Hon. Kathleen Wynne, Premier of Ontario, requesting the Province to:

- 1. Amend its policy to one that will allow all children on the current waiting list to receive the IBI services promised them; and
- 2. Remove the age limit for IBI therapy and replace it with a program that provides ongoing IBI services based on need and individual development, not age; and
- 3. Ensure oversight by professionals and parents based on 'development progress' criteria and milestones; and
- 4. Adopt a Direct Funding Offering (DFO) model in lieu of the current Direct Service Offering (DSO) model;

AND FURTHER THAT a copy of this resolution be forwarded to all municipalities within the Province of Ontario." <u>Disposition: Carried</u>

If you have any questions, please do not hesitate to contact me.

Yours truly,

Munged

Donald W. MacLeod Chief Administrative Officer

cc: The Honourable Nancy Matthews, Deputy Minister The Honourable Eric Hoskins, Minister of Health The Honourable Kathleen Wynne, Premier of Ontario All Ontario Municipalities (by email)

16-064



## THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA 15 Township Hall Road STONECLIFFE, ONTARIO, KOJ 2KO

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: hcminfocfischer@gmail.com; or hcmclerkmreith@gmail.com

#### Friday, October 21, 2016

The Honourable Kathleen Wynne, Premier <u>kwynne.mpp@liberal.ola.org</u> Legislative Building – Room 281 Queen's Park Toronto ON M7A 1A1

#### Re: Provincial Policy Statement and County of Renfrew Official Plan

#### Dear Premier Wynne

At its meeting of Friday, October 14, 2016 the Council of the United Townships of Head, Clara & Maria discussed and passed the following resolution requesting that the province seriously consider amending the Provincial Policy Statement (PPS) and direction to municipalities to create Official Plans (OP) and Zoning By-Laws which "shall be consistent with" the PPS due to the negative impact on the lives and livelihoods of rural Ontarians.

i. Report #14/10/16/1103 – 03 – County of Renfrew Official Plan Resolution #14/10/16/009

Moved by Councillor Foote and Seconded by Councillor Grills **WHEREAS** the *Municipal Act, 200*6 states in section 2 that "*Municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters*";

**AND WHEREAS** The Provincial Policy Statement, 2014 (PPS) expresses in its preamble that it "...provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario's policy-led planning system, the Provincial Policy Statement sets the policy foundation for regulating the development and use of land. It also supports the provincial goal to enhance the quality of life for the citizens of Ontario";

**AND WHEREAS** it further states that "Provincial plans and municipal official plans provide a framework for comprehensive, integrated and long-term planning that supports and integrates the principles of strong communities, a clean and healthy environment and economic growth, for the long term";

**AND WHEREAS** the *Planning Act* requires that local plans and policy "*shall be consistent with*" the PPS. And that "*Where a provincial plan is in effect, planning decisions must conform or not conflict with the provincial plan*";

**AND WHEREAS** the Ministry of Municipal Affairs' Land Use Planning web page begins with the statement that "*Ontario's land use planning system gives municipalities the major role in planning decisions*" conflicting directly with the "*shall be consistent with*" requirement;

**AND WHEREAS** many rural Ontario residents have pro-actively purchased large tracts of land some years and even decades ago, planning to sever and sell these lands at a future date, in lieu of pensions to finance their retirements and leave a financial legacy for their children;

**AND WHEREAS** the restrictions continually being placed by the province through the Provincial Policy Statement and the County through the Official Plan on the use of private lands by property owners in rural Ontario in fact negatively affects rural Ontarians' quality of life by stealing from them their retirements, their pensions and significantly devaluing their land;

**AND WHEREAS** the most recent version of the County Official Plan's severance restrictions surrounding "at capacity" or "sensitive" lakes is being implemented arbitrarily and severely - an example in Head, Clara & Maria includes a lake with zero existing development with a restriction on severance of 150 acre tracts of land and setbacks of 300 metres;

**AND WHEREAS** restrictions around severing lands that do not front on municipal roads or Provincial highways and surrounding sensitive lakes along with the refusal of the province to allow new entrances or private roads to enter TransCanada Highway 17 significantly restricts and stagnates economic growth in rural Ontario and specifically in Head, Clara & Maria;

**AND WHEREAS** the provincial government through the *Planning Act*, its Provincial Policy Statement and insistence that Official Plans conform to this broad provincial legislation ties the hands of municipalities to act like the responsible governments that the province promises they can be resulting in significant negative financial implications for rural Ontarians and rural municipalities specifically contrary to statements made in the PPS preamble.

**THEREFORE BE IT RESOLVED** that since the land development reality in rural Ontario is significantly different from the reality in urban Ontario that the Council of the United Townships of Head, Clara & Maria does hereby request the Ministry of Municipal Affairs amend *the Planning Act* and Provincial Policy Statement to allow normal and usual use of private lands in rural Ontario, specifically including continued severance and development of lands on private roads;

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community. HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.

2

AND FURTHER THAT County of Renfrew Official Plan restrictions surrounding the development on "sensitive" or "at capacity" lakes be considered on a case by case basis and realistic manner and not simply addressed with wide brush strokes;

**AND FURTHER THAT** the County of Renfrew through the Official Plan relaxes restrictions in these same areas;

**AND FURTHER THAT** even though a member of County Council is not bound to follow local municipal Council's direction that the Council of the United Townships of Head, Clara & Maria does hereby request that Mayor Gibson, in his position as County Council member, oppose the new Official Plan based on the controlling and oppressive approach to land use control imposed by that document;

**AND FURTHER THAT** this resolution be circulated throughout the county of Renfrew and the province of Ontario for support. Carried Unanimously

Council respectfully requests your consideration of its position and requests consultation with and consideration of the position of small rural municipalities when drafting policy which focuses on urban/southern Ontario but significantly affects all Ontarians.

Regulation could be created to provide for exemptions for various areas of the province where current restrictions are more detrimental than beneficial to the property owners and the municipalities in which they reside. Current policy stagnates growth for our community and many other small rural Ontarian communities and must be amended to ensure positive growth for the future. We appreciate your consideration of our position.

Sincerely and on behalf of Council

Melinda Reith Municipal Clerk and CAO

Cc: Premier - Hon. Kathleen Wynne - <u>kwynne.mpp@liberal.ola.org</u> Hon. Bill Mauro - Ministry of Municipal Affairs - <u>bmauro.mpp.co@liberal.ola.org</u> John Yakabuski, MPP Renfrew-Nipissing-Pembroke - <u>john.yakabuski@pc.ola.org</u> County of Renfrew – Jim Hutton, CAO County Municipalities Association of Municipalities of Ontario Ontario Municipalities

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community. HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.

#### THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Date:	Frida	y, October 1	4, 2016	Resolution I	No.:14/10/16/009
Moved	by:	Duc	HU	_Seconded by:	D. Grills

**WHEREAS** the Municipal Act, 2006 states in section 2 that "Municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters";

**AND WHEREAS** The Provincial Policy Statement, 2014 (PPS) expresses in its preamble that it "...provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario's policy-led planning system, the Provincial Policy Statement sets the policy foundation for regulating the development and use of land. It also supports the provincial goal to enhance the quality of life for the citizens of Ontario";

**AND WHEREAS** it further states that "*Provincial plans and municipal official plans provide a framework for comprehensive, integrated and long-term planning that supports and integrates the principles of strong communities, a clean and healthy environment and economic growth, for the long term";* 

**AND WHEREAS** the *Planning Act* requires that local plans and policy "*shall be consistent with*" the PPS. And that "*Where a provincial plan is in effect, planning decisions must conform or not conflict with the provincial plan*";

**AND WHEREAS** the Ministry of Municipal Affairs' Land Use Planning web page begins with the statement that "*Ontario's land use planning system gives municipalities the major role in planning decisions*" conflicting directly with the "*shall be consistent with*" requirement;

**AND WHEREAS** many rural Ontario residents have pro-actively purchased large tracts of land some years and even decades ago, planning to sever and sell these lands at a future date, in lieu of pensions to finance their retirements and leave a financial legacy for their children;

**AND WHEREAS** the restrictions continually being placed by the province through the Provincial Policy Statement and the County through the Official Plan on the use of private lands by property owners in rural Ontario in fact negatively affects rural Ontarians' quality of life by stealing from them their retirements, their pensions and significantly devaluing their land; **AND WHEREAS** the most recent version of the County Official Plan's severance restrictions surrounding "at capacity" or "sensitive" lakes is being implemented arbitrarily and severely - an example in Head, Clara & Maria includes a lake with

zero existing development with a restriction on severance of 150 acre tracts of land and setbacks of 300 metres;

**AND WHEREAS** restrictions around severing lands that do not front on municipal roads or Provincial highways and surrounding sensitive lakes along with the refusal of the province to allow new entrances or private roads to enter TransCanada Highway 17 significantly restricts and stagnates economic growth in rural Ontario and specifically in Head, Clara & Maria;

**AND WHEREAS** the provincial government through the *Planning Act*, its Provincial Policy Statement and insistence that Official Plans conform to this broad provincial legislation ties the hands of municipalities to act like the responsible governments that the province promises they can be resulting in significant negative financial implications for rural Ontarians and rural municipalities specifically contrary to statements made in the PPS preamble.

**THEREFORE BE IT RESOLVED** that since the land development reality in rural Ontario is significantly different from the reality in urban Ontario that the Council of the United Townships of Head, Clara & Maria does hereby request the Ministry of Municipal Affairs amend *the Planning Act* and Provincial Policy Statement to allow normal and usual use of private lands in rural Ontario, specifically including continued severance and development of lands on private roads;

**AND FURTHER THAT** County of Renfrew Official Plan restrictions surrounding the development on "sensitive" or "at capacity" lakes be considered on a case by case basis and realistic manner and not simply addressed with wide brush strokes;

**AND FURTHER THAT** the County of Renfrew through the Official Plan relaxes restrictions in these same areas;

**AND FURTHER THAT** even though a member of County Council is not bound to follow local municipal Council's direction that the Council of the United Townships of Head, Clara & Maria does hereby request that Mayor Gibson, in his position as County Council member, oppose the new Official Plan based on the controlling and oppressive approach to land use control imposed by that document;

**AND FURTHER THAT** this resolution be circulated throughout the county of Renfrew and the province of Ontario for support.

nennew anu	nce of Ontario for support	6.4	
Carried	Defeated	Mayor	Ab

#### **TOWN OF LATCHFORD** RESOLUTION

2. Cartur **MOVED BY: SECONDED BY:** 

No.: 16/ 13 72. Date: October 20<sup>th</sup> 2016

Be It Resolved that the Corporation of the Town of Latchford supports the Township of Brudnell, Lyndoch, and Raglans resolution passed at their September 7<sup>th</sup> 2016 meeting, regarding support for funding for .Ontario's Intensive Therapy Funding/Services for Children with Autism. (As per attached)

Carried	Amended	Defeated Signature of Presiding Officer
	DIVISI	ON VOTE
FOR		AGAINST
8		
Decla	aration of Pecuniary	Interest/Conflict of Interest

declared interest, abstained from discussion and did not vote on the question.

**Clerk-Treasurer** 

ACTZON

OCT - 3 2016



OCT - 3 2016

September 29, 2016

Honourable Kathleen Wynne Premier of Ontario 11<sup>th</sup> Floor, 77 Grenville Street Toronto, Ontario, M7A 1B3

Dear Honourable Wynne,

#### Re: Ontario's Intensive Therapy Funding/Services for Children with Autism

Please be advised that Council passed the following resolution at their September 7, 2016 meeting:

WHEREAS Autism Spectrum Disorder is now recognized as the most common neurological disorder affecting 1 in every 94 children, as well as their friends, family and community; and

WHEREAS Applied Behavior Analysis (ABA) is the scientific process based on objective evaluation and empirically based interventions used to achieve meaningful, generalizable and enduring behavioral change. Intensive Behavioral Intervention (IBI) is an application of the principles of ABA in an intensive setting used to affect behaviour change and improvement; and

WHEREAS the current waiting of children for Intensive Behavioural Intervention (IBI) is over 2,000 and more than 13,000 children await Applied Behaviour Analysis; and

WHEREAS the Province of Ontario has announced it intends to discontinue IBI services to children over the age of four and provide a one-time payment to assist with services, thereby abandoning thousands who have been wait-listed for years; and

WHEREAS there are two service models for affected children to be treated, 1) the Direct Service Offering (DSO) where children receive services directly from trained staff at Ontario's nine regional service providers, and 2) the Direct Funding Offering (DFO) where parents receive funding directly in order to purchase services; and

WHEREAS the DFO model to provide services is used in Alberta, British Columbia and imminently in Saskatchewan. Such a model is clinically rigorous and has been identified by the Auditor General of Ontario as being less expensive then Ontario's DSO model;

**THEREFORE BE IT RESOLVED THAT** a letter be sent to Hon. Tracey MacCharles, Minister of Children and Youth Services; Alexander Bezzina, Deputy Minister; Hon. Eric Hoskins, Minister of Health; and Hon, Kathleen Wynne, Premier of Ontario, requesting the Province to:

- 1. Amend its policy to one that will allow all children on the current waiting list to receive the IBI services promised them; and
- 2. Remove the age limit for IBI therapy and replace it with a program that provides ongoing IBI services based on need and individual development, not age; and
- 3. Ensure oversight by professionals and parents based in 'development progress' criteria and milestones; and
- 4. Adopt a Direct Funding Offering (DFO) model in lieu of the current Direct Service Offering(DSO);

**AND FURTHER THAT** a copy of this resolution be forwarded to all municipalities within the Province of Ontario.

Your consideration of Council's request is appreciated.

Sincerely,

Mihele Maitpl

Michelle Mantifel



# **RURAL EDUCATION SYMPOSIUM** GROWING INNOVATION...LEARN LOCAL

## **Sponsored by: Municipality of North Middlesex**

## **KEYNOTE SPEAKER:**

Doug Reycraft, Community Schools Alliance

**Plenary Presentation:** Marcus Ryan, Zorra Township, Ward 3 Councillor Tracy Grant, Daniel West, joined by business and student leaders.

Plan to join the rural school conversation by attending the symposium and lend your voice and expertise.

The focus for the symposium:

- ✓ Foster a shared vision for rural schools in Ontario,
- ✓ Facilitate dialogue locally and provincially related to small and rural schools,
- ✓ Promote the strengths of rural community schools.

# **FREE REGISTRATION**

eventbrite.ca ontario-rural-education-symposium-tickets

Ontario Rural Education Symposium Saturday November 26 2016 9:00 am – 2:00 pm

North Middlesex Community Centre Parkhill, Ontario 225 McLeod Street Parkhill, Ontario

Presented by: North Middlesex Local School Advisory Committee

Please Visit our Website:

Ontruraleducation.com

Contact Us:

ontruraleducation@gmail.com



NOVEMBER 2016

CLIFFORD RECREATION ASSOCIATION (CRA) NEWSLETTER

# UPCOMING EVENTS....

NOV 05: BANTAM REP TOURNAMENT

NOV 06: PUBLIC SKATING, 2-3:30 pm

NOV 13: PUBLIC SKATING, 2-3:30 pm

NOV 15: CRA DEC. NEWSLETTER DEADLINE

NOV 19: PEE WEE REP TOURNAMENT

NOV 20: PUBLIC SKATING, 2-3:30 pm

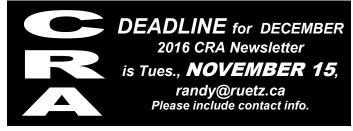
NOV 25: FREE P.A. DAY SKATING, 12:30-2 pm

NOV 27: PUBLIC SKATING, 2-3:30 pm

# **PUBLIC SKATING is FREE!**

Sunday, Nov. 06, 2:00-3:30 pm (sponsored by Minto Optimist Club) Sunday, Nov. 13, 2:00-3:30 pm (sponsored by Clifford Firefighters) Sunday, Nov. 20, 2:00-3:30 pm (sponsored by Clifford Firefighters) Sunday, Nov. 27, 2:00-3:30 pm (sponsored by Clifford Recreation Association) Saturday, Dec.. 03, 5:30-7:00 pm (sponsored by Larry Epworth & Sons)





# Clifford-Run OMHA/MMH Hockey Tournaments

November 5 — Bantam Rep November 19 — PeeWee Rep January 21 — PeeWee LL February 9-12 — annual Cricket Tournament

There is NO ADMISSION FEE for these tournaments. Come out and support some great young hockey talent!

# tots'n seniors skate

Fridays 1:00 to 3:00 p.m.

Sponsored by The Clifford Firefighters Assoc.

# Santa Claus Parade

NOVEMBER 26 at 7 pm 2016 Theme is "A Small Town Christmas—Past, Present and Future" Parade route is Elora Street between Queen and Nelson Streets.

Kids! Please arrive at the parade route 15 minutes early to receive a gift!



MILLER INSURANCE: hot chocolate, coffee and popcorn served by Clifford Community Church KNOX UNITED CHURCH: serving cookies FIRE HALL: meet with Santa and candy bags; Val E Joy the clown; hot beverages and hot dogs; campfire and socializing

\*If your club, organization, group, family or yourself want to participate, please arrive at Brown and Allan Street prior to parade to be placed in the lineup. For further info email dan\_ellis@wightman.ca



Friday, November 4, 2016 Supper from 4:30 p.m. to 7:30 p.m. Tickets available from any Clifford Rotarian - only 450 tickets will be sold! **Clifford Rotary will be selling** POINSETTIAS in early December. For more information, please contact Larry Grummett at 519 327-8133

40th Annual



EVENING BOOK CLUB (adult), 2nd Thursday of each month 6:45-8:00 pm. Nov. 10, discussing "The Miniaturist" by Jessie

BABY TIME (0-12mos) pre-register Nov. 1, Tues, 2:30-3:00 pm

**STORY TIME** (all ages) Nov 2, 9, 16, 23, 30, Wed., 2:00-3:00 pm

BEDTIME STORIES (all ages) Nov 2, 9, 16, 23 Wed, 6:30-7pm

TWEEN CLUB (teens) Nov 30, Wed., 6:45-7:30 pm

ANCESTRY (adult) Nov 15, Tues., 2:00-3:00 pm

SCRABBLE CLUB (adult) Nov 18, Fri., 1:00-3:00 pm

LET'S DO CHRISTMAS! PA Day Programme (gr. K-6) Nov 25,

10th ANNIVERSARY CELEBRATION OF CLIFFORD BRANCH (all ages) Nov. 23, Wed., 2:00-6:30 pm

All branches closed Friday, November 11, 2016. For more information about Wellington County Library programmes, please call the Clifford Branch (519) 327-8328 or visit www.wellington.ca/library



TOWNSHIP OF SOUTH - WEST OXFORD R. R. # 1, 312915 Dereham Line Mount Elgin, ON N0J 1N0 / www.swox.org Phone: (519) 877-2702; (519) 485-0477; Fax: (519) 485-2932

October 26, 2016

Lisa Thompson, MPP Huron-Bruce Room 425, Main Leg Bldg, Queen's Park Toronto, ON, M7A 1A8

Dear Ms. Thompson:

Please be advised that the Township of South -West Oxford Council passed the following resolution at their regular meeting held on October 18th, 2016.

Resolution No. 10 Moved by David Hayes Seconded by Gerald Mitchell

> RESOLVED that the Council of The Township of South-West Oxford supports the efforts of the Member of Provincial Parliament for Huron— Bruce to eliminate barriers to employment opportunities for CCAs, and allow Ontario farmers the freedom to engage in business with the expert of their choice; and

> FURTHER RESOLVED that a copy of this resolution be forwarded to all Ontario municipalities, and AMO.

**DISPOSITION: Motion Carried** 

Should you require anything further, please do not hesitate to contact me.

Regards,

Vander Walten Lisa

clerk@swox.org

## Maitland Valley Conservation Authority

Working for a Healthy Environment!

# <u>Minutes</u>

#### **Board of Directors Meeting #8/16**

#### September 21, 2016

#### **DIRECTORS PRESENT:**

Art Versteeg, Jim Campbell, Deb Shewfelt, Alvin McLellan, Wilf Gamble, Alison Lobb, Roger Watt, Matt Duncan, Bob Burtenshaw, David Turton

**ABSENT:** 

Paul Gowing

**STAFF PRESENT:** 

Phil Beard, General Manager/Secretary-Treasurer Danielle Livingston, Administrative/Financial Services Coordinator Geoff King, Stewardship Services Coordinator Mat Shetler, Watershed Information Technician Sarah Fleischhauer, Restoration Technician

#### 1. Call to Order

Chair Art Versteeg called the meeting to order at 7:00 pm outlining the meeting objectives and thanking 1<sup>st</sup> Vice-Chair Jim Campbell for chairing the July meeting.

#### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

#### 3. Minutes

The minutes from the Board of Directors meeting #7/16 held on July 20, 2016 have been circulated to the Directors for their information and approval. The Directors agreed with the minutes and this motion followed.

#### Motion FA #68/16

#### Moved by: Deb Shewfelt

#### Seconded by: David Turton

THAT the minutes from the Board of Directors meeting #7/16 held on July 20, 2016 be approved.

(carried)



Box 127, Wroxeter, ON NOG 2X0 (519) 335-3557 Fax (519) 335-3516 maitland@mvca.on.ca

#### 4. Business Out of the Minutes

i) Request from the Township of Huron-Kinloss: Report #46/16 (attached)

At the May Board Meeting, this motion was made. "THAT staff present a report to the Directors outlining the possible impacts of this request on Maitland Valley Conservation Authority's services and budget."

In Report #46/16, General Manager/Secretary-Treasurer Phil Beard outlined the impact that the proposed request, if approved, would have on MVCA's services and levy apportionment.

The Board made the following motion.

#### Motion FA #69/16

#### Moved by: Alison Lobb

#### Seconded by: Roger Watt

Seconded by: Alvin McLellan

**THAT** the Maitland Valley Conservation Authority supports the request from the Municipality of Huron Kinloss to investigate with the Ministry of Natural Resources and Forestry the possibility of transferring the Pine River, Clark and Lakeshore watersheds from Saugeen Valley Conservation Authority's area of jurisdiction to the Maitland Valley Conservation Authority's area of jurisdiction.

(carried)

#### 5. **Business Requiring Direction**

i) Financial Records Retention Policy: **Report #47/16** (attached)

The Records Retention Policy was last reviewed and updated December 5, 1990. Report #47/16 outlines recommendations for the Board to for updating the Maitland Valley Conservation Authority Records Retention and Disposal Policy so that it will be in conformity with existing legislation.

The following motion was made.

#### Motion FA #70/16

#### Moved by: David Turton

**THAT** the File Retention Policy attached to Report #47/16 be approved as circulated with the amendments as outlined.

(carried)

#### 6. <u>Reports</u>

a) Chair's Report

Chair Art Versteeg reported the following to the Directors;

i) Chair Art Versteeg along with Directors Deb Shewfelt and Jim Campbell met with MPP Lisa Thompson to inform her of the Maitland Valley Conservation Authority recommendations for

Following the presentation, Chair Art Versteeg thanked staff for the informative session.

### 9. <u>Review of Meeting Objectives/Follow-up Actions/Next meeting: October 19, 2016 at the</u> <u>Admin. Centre in Wroxeter</u>

Chair Art Versteeg reviewed the meeting objectives and reminded the Directors of the date of the next meeting.

#### 10. Adjournment

The meeting adjourned at 8:23 pm with this motion.

#### Motion FA #72/16

Moved by: Alison Lobb

THAT the meeting be adjourned.

carried)

Art Versteeg Chair

Danielle Livingston Administrative/Financial Services Coordinator

Seconded by: Bob Burtenshaw

changes to the Conservation Authorities Act and for a renewed partnership with the Province. Lisa was very receptive to MVCA's and Conservation Ontario's position paper and indicated that she would write a letter to the Ministry of Natural Resources and Forestry outlining her support.

- ii) The Source Protection Committee has a new Chair, Matt Pearson.
- iii) Art will be attending the Conservation Ontario Council meeting being held on September 26<sup>th</sup>.
- iv) Bruce Power is holding a media launch for their Electric Vehicle Recharging Station program on Septebmer 27<sup>th</sup> at MVCA's office.
- b) Director's Reports

Director David Turton reported that the 2016 IPM was very successful due to a combination of factors; good weather, great attendance, amazing exhibits and a lot of help from volunteers.

Director Bob Burtenshaw reported that he and Phil Beard attended the Perth East Council Meeting to present the Maitland Valley Conservation Authority 2016-2018 Work Plan and that the presentation was well received by council.

#### 7. Consent Agenda

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

- i) Work Plan Progress Report/2016 Budget Update: Report #48A/16 & #48B/16 (attached)
- ii) Funding Agreements Signed: Report #49/16 (attached)
- iii) Revenue and Expenditures for June, July and August: Report #50/16 (attached)
- iv) Correspondence: For Directors' Information
  - i) Letter from North Perth: supporting response to MNRF on CA Act Review
  - ii) Letter from Howick Township: supporting response to MNRF on CA Act Review
  - iii) Letter from Mapleton Re: Conservation Authorities Act: Proposed Priorities for Renewal be received for information

The following motion was made.

#### **Motion FA #71/16**

#### Moved by: Deb Shewfelt

#### Seconded by: Matt Duncan

**THAT** reports #48/16 through #50/16 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

#### (carried)

#### 8. Board Education Session "Water Quality Trends/Best Management Practices: Geoff King, Watershed Stewardship Services Coordinator/Mat Shetler, Watershed Information Technician.

Staff outlined water quality trends and how our changing climate change is increasing the potential for non-point source pollution to occur in waterways and along the Lake Huron shoreline. Staff also outlined how non-point source pollution can be prevented and treated using a variety of best management practices. Key practices being, keeping the soil covered, buffering watercourses and through rural storm water management systems.

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The Cultural Roundtable held its regular meeting on Monday October 24<sup>th</sup>, 2016 at the Launch It Office. Roundtable members in attendance were Mayor George Bridge, Councillor Mary Lou Colwell, Councillor Jean Anderson, Gordon Duff, John Cox, Peggy Raftis, Megan Raftis and Brooke McLean. Members of staff present were Economic Development Manager Belinda Wick-Graham and Economic Development Assistant Taylor Pridham. Regrets were received from Chair Andrew Gowan.

Belinda Wick Graham welcomed everyone and opened the meeting at 6:03 p.m.

Wick-Graham reported that Willa Wick has resigned from the Roundtable and that the Committee should look for another Historical Society representative. Peggy Raftis noted that finding a representative from Clifford would be ideal.

The Committee reviewed the previous meeting minutes.

#### Motion

#### Moved By: Councillor Mary-Lou Colwell Seconded By: Megan Raftis THAT The Cultural Roundtable approve the minutes of the June 14, 2016 meeting. CARRIED

Megan Raftis reported that the Minto Youth Action Council held its first meeting at Launchlt on Wednesday October 12, 2016. The minutes from this meeting at attached as "Schedule A". There were three youth that attended the meeting and they decided that the regular meeting dates would be the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month from 5:00 pm – 6:00 pm at Launchlt. She also noted that the next meeting would be on Wednesday November 2, 2016. Taylor Pridham shared that she, Recreation Assistant Grace Wilson, Mount Forest Community Animator Trish Wake, and Community Youth Resiliency Worker Gabby leropoli would be attending the MBA Symposium in Milton from November 22 – 24, 2016. This Symposium is the largest gathering of Managers and Staff working in the development of youth programming in Ontario. The costs to attend this Symposium have been covered by a grant received by the Mount Forest Family Health Team.

#### Motion

#### Moved By: Megan Raftis Seconded By: Councillor Jean Anderson THAT The Cultural Roundtable approve the Youth Action Council minutes from October 12, 2016. CARRIED

Wick-Graham reviewed the Railway Museum minutes which are attached as "Schedule B". She reported that since last discussed, the Museum has been cleaned, organized, and a lot of preparation took place for the IPM. The Town purchased a new TV, mannequins, fitted table cloth for the gift store, a train, a bench, and several wall panels, much of which was

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used for the IPM display and repurposed at the Museum. Wick-Graham reported that there was a soft-launch in September with approximately 40 people in attendance where Bob McEachern was presented with a plaque symbolizing the new research and genealogy room being dedicated in his name. She also reported that the Railway Heritage Museum Steering Committee would be looking at digitizing many museum records. She noted that the Museum is looking at hosting an annual Handcar Races fundraiser with proceeds towards the Museum.

#### Motion

Moved By: Mayor George Bridge Seconded By: Brooke McLean THAT The Cultural Roundtable approve the Railway Museum minutes from July 7, August 3, and August 24. CARRIED

Wick-Graham reviewed the Local Heritage Marker minutes attached as Schedule C. She reported that the Old Post's plaque was unveiled on the day of the Harriston Street Party on Saturday August 13, 2016. The plaque was estimated to be \$1,200.00 and ended up costing around \$250.00, thus the Committee is going to look at revising the initial application process that required a significant contribution from the Town and the organization or individual applying.

# MotionSeconded By: Jean AndersonMoved By: Megan RaftisSeconded By: Jean AndersonTHAT The Cultural Roundtable approve the Local Heritage Marker Meeting minutes fromJune 1, 2016.CARRIED

Wick-Graham informed the Committee that Volunteer Portal promotions were underway and that Irmgard from Innovative Print was working on a bookmark and that a press release would be made. Brooke McLean mentioned that it would be a good idea to distribute the bookmarks to the three Minto branches of the Wellington County Library, as well as through posters in schools, social media and the 88.7 River.

Wick-Graham informed the Committee that the Volunteer Seminar Series with Reva Cooper has overall been very well received. The series has touched on volunteer management, recruiting volunteers, retaining volunteers, and the upcoming session would focus on pulling everything together and how to properly run meetings. Wick-Graham also shared that there are many informative documents that have been provided that she would share with groups if desired.

Wick-Graham reported that the Live2Lead event on October 7, 2016 was received with rave reviews and a lot of support. There were over 100 people who attended the morning event.

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She also noted that two more viewings would be taking place in November, one in Mount Forest on November 15, 2016, as well as another viewing at the Norgan Theatre in the evening on November 22, 2016. Wick-Graham also mentioned that this has been a profitable event for Launchlt.

Taylor Pridham and Brooke McLean updated the Committee with plans surrounding Light up the Town on Tuesday November 15, 2016. They shared that this year there would be Christmas carols, a green screen for pictures with Santa Claus, and take-home crafts with the Library's button maker. The Library, Art Gallery and Historical Society's hours would also be extended to 9:00 PM with the Art Gallery's Silent Auction also taking place. Peggy Raftis suggested contacting Andy Klonikowski about dressing up as Santa Claus for the event.

John Cox provided the Committee with Chamber of Commerce updates, noting that the summer Chamber BBQ was successful with over 65 people and many new faces. He also reported that the IPM tent was very successful and that the businesses who attended were satisfied with the experience. Cox also informed the Committee that the annual Chamber of Commerce Christmas Social would be held at Harry Stones at 6:00 pm on December 5, 2016 and that food donations would be appreciated.

Peggy Raftis informed the Committee of her trip to the SPARC forum in Guelph on behalf of the Grey-Wellington Theatre Guild. She shared that she received praise and interest in regards to Minto's Cultural Roundtable and its collaboration with the municipality. Peggy also shared that the Theatre Guild's Fall 2016 production, Frozen Dreams, would be starting on November 15, 2016.

Megan Raftis informed the Committee that she received a scholarship to attend the SPARC conference this coming Thursday on October 27, 2016.

Gordon Duff reported on behalf of the Minto Arts Council that the Silent Auction would be taking place on November 10 until December 3, 2016 and that volunteers for the council are needed. He also informed the Committee that the Arts Council has been working with Michael Hendricks from the Old Post and that the bell should be ringing by November 15, 2016. Gord also mentioned that there would be one more film played at the Norgan Theatre for Big Film Fest 2016, Love and Friendship, on November 21, 2016.

Councillor Jean Anderson reported that the Norgan Christmas Barn Dance would be taking place on December 1, 2016.

Wick-Graham reminded the Committee that the Cultural Roundtable has been a sponsor of the Grey-Wellington Theatre Guild and the Committee agreed to sponsor again.

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#### Motion Moved By: Mayor George Bridge Seconded By: Brooke McLean THAT The Cultural Roundtable becomes a season sponsor of the Grey Wellington Theatre Guild for \$250. CARRIED

Wick-Graham proposed to the Committee about having bi-monthly meetings rather than monthly meetings in 2017. The Committee could meet if called by Chair if needed. She also said that she would check with Caitlin Hall to see if she will continue to sit on the Cultural Roundtable as the Agriculture representative in 2017. Wick-Graham noted that the 2017 Budget and Action Plan would be reviewed and discussed at the upcoming meeting in November.

Adjournment at 7:22 p.m.

Next Meeting: November 28, 2016 6:00 p.m. Launch It Office

> Taylor Pridham Economic Development Assistant

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#### Schedule A

#### MINTO YOUTH ACTION COUNCIL Meeting Minutes Wednesday October 12<sup>th</sup>, 2016 6:00 p.m. – 7:00 p.m. Launchlt Minto

The Minto Youth Action Council held its first meeting on Wednesday October 12<sup>th</sup>, at Launchlt Minto. Committee members present for the meeting were Lola Brown, Erin Raftis, and Sarah Fear. Guests present at the meeting included Gabriella leropoli, *Community Youth Resiliency Worker* from Mount Forest Family Health Team and Leslie Binnington, Health Promotion Specialist from Wellington-Dufferin-Guelph Public Health. Members of staff present were Economic Development Assistant Taylor Pridham and Recreation Assistant Grace Wilson.

Gabriella leropoli opened the meeting with introductions all of individuals present at the meeting. Megan Raftis introduced two icebreakers to help individuals become more familiar with each other's names and interests.

Leslie Binnington discussed what a Youth Action Council (YAC) is and what youth can do by being members of the council.

Leslie Binnington facilitated discussion surrounding three main questions for the youth and all members present shared their opinions on sticky notes posted to chart paper. The questions are answers are as follow:

- 1) What do you think are the main challenges facing youth in Minto?
  - Having nothing to do
  - Having no place to meet/spend time with friends
  - Not having vehicle access
  - Lack of activities and things to do/go to throughout the week
  - Travel between communities for events and other opportunities
  - Not enough awareness of things happening in Minto
  - Need more hangout spots
  - Youth aren't taken as seriously as they should be
- 2) What opportunities would you like to see for youth in Minto?
  - · More events focused towards teens specifically

## CULTURAL ROUNDTABLE Minutes of October 24, 2016 Page 6 of 15

- Chances to be involved in existing community groups (i.e. the fair board , etc.) to collaborate and add to what is here already
- Would like to see youth-driven events/fundraisers/workshops (i.e. coffee house, dances, concerts, training sessions, etc.)
- Leadership opportunities a chance for youth to take charge in the community
- Volunteer opportunities are usually around but it for some people with no real connections to those opportunities it can be difficult to become involved
  - Maybe we could come up with a way for some students to find volunteer opportunities within their community (i.e. volunteer fair)
- 3) What else can be done to make things better for youth in Minto? (i.e. events or training?)
  - More ways for youth to be involved (i.e. volunteer opportunities)
  - Youth could be given more opportunities not necessarily just volunteer opportunities
  - People taking youth seriously
  - Resume and interview training for summer jobs and post-secondary education

The council participated in another ice breaker led by Megan Raftis.

Leslie Binnington asked the council what times and dates would work best for future meetings. The council unanimously agreed that it would work best to meet from 5:00 p.m. – 6:00 p.m. on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of every month at Launchlt in Harriston.

In other business, Taylor Pridham asked council members what would be the best ways to reach out to new youth members. Council members suggested posters in local community building such as stores, restaurants, arenas and schools. Lola Brown expressed that reaching youth through social media is key for this age group.

Next meeting: Wednesday November 2<sup>nd</sup>, 2016 5:00 p.m. – 6:00 p.m. at Launchlt

> Taylor Pridham Economic Development Assistant Minto YAC Adult Ally

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#### Schedule B

Minutes of July 6, 2016 Palmerston Railway Heritage Museum Minutes Palmerston Railway Heritage Museum 1:00 pm

Present: Mayor/Chair George Bridge, Councillor Mary Lou Colwell, Chad Martin, Delanie Toner, Bob McEachern, Andrew Gowan, Susan Welsh, Wayne Martin, Manager of Economic Development Belinda Wick-Graham, Facilities Manager Al Carr, and Wellington County Museum Representative Hailey Johnston.

Mayor George Bridge opened the meeting at 1:10 p.m. and welcomed those in attendance.

Those in attendance reviewed the previous meeting notes.

#### Motion Moved By: Chad Martin and Seconded By: Wayne Martin THAT The Palmerston Railway Heritage Museum Committee approve the minutes of the May 24, 2016 meeting. CARRIED

The Committee reviewed the Action Plan and status of the actions. The updated Action Plan is attached as Schedule "A".

Bob McEachern noted for future consideration that there has been discussions about moving the Old 81 Train to the entrance of the Museum and that the floors of the station will need to be jacked up.

The Committee discussed having a "soft launch re-opening" of the Museum on August 27<sup>th</sup> and 28<sup>th</sup>. Special activities will be planned for this event. August 27<sup>th</sup> is the last day of the Farmers' Market and the 28<sup>th</sup> is a special antique car event.

The Committee had a lengthy discussion on the story panels. Final themes were selected and Delanie and Bob have begun collecting photos and information. Hailey Johnston from the County of Wellington Museum offered to review the information and mock a panel up to see how much time would be required to do the panels. Delanie will forward information and photos to Hailey. At this time we do not know if the County will have the man power to assist with all of the panels so a graphic designer may be needed, but perhaps County staff could edit the text. Hailey felt that the County could assist with labels for items.

Panels chosen were:

#### Page 8 of 15

Gift Area (2)

- How the Station Came to be (why it was built here, renovations over time)
- Handcars (original use, handcar races effect on the station

Ladies Waiting Room (4)

- About the Room (when, why it was built)
- Nell Hamilton (first woman to work in the railway roundhouse)
- Being the wife of a Railroad worker (took care of finances, given lots of responsibility)
- Queen's Hotel (speakers in hotel announcing trains, display rooms)

Display Area (1)

- Types of Engines (wood, coal, and diesel – timeline of engines)

Ticket Booth Wall:

No panel

- Bulletin Board (could be changing every day – "this day in history)

Wall beside Men's Washroom (1)

- Vaccine Farm (why it was placed in Palmerston. Dr. Stewart in Palmerston)

Outdoor Panel beside Bridge (1)

- The Bridge (why it was built, the anger of Grand Trunk about the bridge

Telegraph Room (2)

- Tickets

- Communication

The Committee felt that a guard rope needed to be around the telegraph machine. Hailey offered to see if the County might have any extra or un-used roping.

The Committee reviewed a list of items that need to be sourced for the Museum and associated costs:

Wheels for Wagon	\$1,500 (on hold – 2017)
Washroom Renovation	\$5,000 (completed end of July)
Plumbing and Electrical	\$1,000 (Receptacles, outside taps)
Ladies Waiting Room Bench	?
Replica Bench	?
Display Panels	\$1,000 (Cultural Roundtable Budget)
Rolling Stock	\$1,000 (Moving Trains)
TV	\$1,500 (IPM 2016 Tourism Budget)
Mannequins	\$950 (IPM 2016 Tourism Budget)

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Model Train Miscellaneous \$600 (IPM 2016 Tourism Budget) <u>\$1,000</u>

TOTAL <u>\$12,550</u>

In October the Committee will begin to draft a 2017 budget and look at potential grant opportunities.

Next Meeting: August 3, 2016 at 1:00 pm at the Railway Museum.

Belinda Wick-Graham Manager of Economic Development

## CULTURAL ROUNDTABLE Minutes of October 24, 2016 Page 10 of 15

#### Minutes of August 3, 2016 Palmerston Railway Heritage Museum Minutes Palmerston Railway Heritage Museum 1:00 pm

Present: Mayor/Chair George Bridge, Chad Martin, Delanie Toner, Bob McEachern, Andrew Gowan, Susan Welsh, Wayne Martin, Manager of Economic Development Belinda Wick-Graham, Facilities Manager Al Carr, and Wellington County Museum Representative Hailey Johnston. Regrets were received from Councillor Mary Lou Colwell

Mayor George Bridge opened the meeting at 1:10 p.m. and welcomed those in attendance.

Those in attendance reviewed the previous meeting notes.

### Motion Moved By: Andrew Gowan and Seconded By: Delanie Toner THAT The Palmerston Railway Heritage Museum Committee approve the minutes of the July 6, 2016 meeting. CARRIED

The Committee reviewed the Action Plan and status of the actions. The updated Action Plan is attached as Schedule "A".

Wick-Graham reported about the EDAC students suggesting improvements to the entrance to the museum property (paving, landscaping and signage). It was suggested that we work with the University of Guelph Landscape Architecture Program and that we look at this in October when we address the budget.

The Committee reviewed the budget and discussed various funding opportunities. It was suggested that we investigate the Cultural Spaces Grant, ArtsVest, Community Museum Operating Grant and the Museum Assistants Program. Chad Martin also suggested that members attend the Ontario Museum Association Conference in November. Wick-Graham will look into this and share the details with the Committee. Hailey Johnston provided the Committee with a document containing revenue generating ideas for the Museum. This document is attached as Schedule "B".

The Committee discussed the soft launch opening which will be held on Sunday August 28, 2016. It was suggested to have "throwback" ice cream so ice cream cones for \$0.25. A press release would be issued about the soft launch. Tours would be offered and individuals would be able to sign up to be volunteers at the Museum. Toner offered to create a brochure of what has been happening and then have a volunteer sign up on the back of the brochure

## CULTURAL ROUNDTABLE Minutes of October 24, 2016 Page 11 of 15

so people could fill it out and return it. Wick-Graham offered to assist with Volunteer Descriptions and posting to the Volunteer Portal.

The Committee discussed the Handcar Races on August 20<sup>th</sup> starting at 11:00 am. Delanie asked for assistance in finding teams.

Next Meeting: August 24, 2016 at 1:00 pm at the Railway Museum.

Belinda Wick-Graham Manager of Economic Development

## CULTURAL ROUNDTABLE Minutes of October 24, 2016 Page 12 of 15

#### Minutes of August 24, 2016 Palmerston Railway Heritage Museum Minutes Palmerston Railway Heritage Museum 1:00 pm

Present: Mayor/Chair George Bridge, Chad Martin, Delanie Toner, Bob McEachern, Susan Welsh, Wayne Martin, Manager of Economic Development Belinda Wick-Graham, Facilities Manager Al Carr, and Wellington County Museum Representative Hailey Johnston. Regrets were received from Councillor Mary Lou Colwell and Andrew Gowan.

Mayor George Bridge opened the meeting at 1:07 p.m. and welcomed those in attendance and thanked Bob and Delanie on their work with the Handcar Races this past weekend.

Those in attendance reviewed the previous meeting notes.

### Motion Moved By: Susan Welsh and Seconded By: Chad Martin THAT The Palmerston Railway Heritage Museum Committee approve the minutes of the August 3, 2016 meeting. CARRIED

The Committee reviewed the Action Plan and status of the actions. The updated Action Plan is attached as Schedule "A".

Wick-Graham reported that the cost to work with the University of Guelph students would be \$500 this would cover the costs of bussing the students and any studio costs incurred to complete the project. Wick-Graham will complete the application form and wait to hear from the school. Chad Martin offered to contact Mandy Gebhardt to determine if she might be interested in doing a landscape plan "pro bono" as she has recently completed one for another railway property.

The Committee discussed the soft launch opening and agreed that we were not quite ready to host an opening on the 28<sup>th</sup>. The Museum will be open that day but it was decided that on September 10<sup>th</sup> from 4:00 pm – 6:00 pm we would have a "Media Launch" and invite the media and key people to get a sneak peek into what we have been working on. Wick-Graham will draft a press release and an invitation. Al Carr will order red and white IPM wine to serve at the event. Wick-Graham will order a small meat and small cheese tray and Mayor Bridge offered to cover the cost. The Committee was asked to arrive at 3:00 pm prior to the event.

## CULTURAL ROUNDTABLE Minutes of October 24, 2016 Page 13 of 15

The Committee discussed volunteer needs. It was agreed that we will require volunteers to assist with:

- Museum Sitting
- Construction/Maintenance
- Research/Genealogy
- Special Events

It was suggested that in the Spring we have a Show & Tell Day where interested volunteers can come out and see and hear about the volunteer opportunities.

The Committee discussed the potential for expanding on the Handcar Races. It was decided to host a Community Information Meeting on October 13<sup>th</sup> at 7:00 pm at the CNRA Clubhouse to see who is interested in being involved in a Core Committee to help grow the event. Wick-Graham will draft an invitation and press release to be sent out.

The Town of Minto will be applying for the Ontario 150<sup>th</sup> Celebrate Grant to mark Canada's Birthday. The Committee discussed how the Handcar Races could fit into this application. The Committee felt like they would like \$5,000 to build children's handcars and add Canadian entertainment and rail demos to the event. Wick-Graham will include these enhancements into the application.

Next Meeting: October 13, 2016 at 1:00 pm at the Railway Museum.

Belinda Wick-Graham Manager of Economic Development

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#### SCHEDULE C

#### LOCAL HERITAGE MARKERS JUNE 1, 2016

The Local Heritage Committee held its meeting on Wednesday June 1, 2016 in the Town of Minto Council Chambers. Committee members present for the meeting were Mark Mackenzie representing the Harriston Heritage Association, June Macdonald representing the Minto Heritage Association and Megan Raftis on behalf of the Cultural Roundtable. Members of staff present at the meeting were Business and Economic Development Manager Belinda Wick-Graham and Economic Development Assistant Taylor Pridham. Regrets were received from Bonnie Whitehead and Bob McEachern.

The Committee reviewed and approved the previous meeting minutes from May 18, 2016.

Belinda Wick-Graham reviewed the Terms of Reference package and noted the additions and changes that were made from suggestions from the previous meeting. The Committee was in agreement in appointing Mark Mackenzie as Chair of the Committee moving forward.

Wick-Graham shared that all of the information from the previous meetings would be shared with the Cultural Roundtable on June 14, 2016, including reporting and financing. The Committee approved the Terms of Reference draft.

Wick-Graham also reviewed the draft application package which had been assembled based on a combination of the Toronto Heritage Plaques and Markers Program as well as a draft written up by Mark Mackenzie. The Committee approved making adjustments to the draft application package to just have Heritage Plaques included.

Wick-Graham suggested that planning walking tours or creating brochures for the plaques would be a beneficial method to promote the plaques and the Local Heritage Markers Committee. June Macdonald suggested going in a direction of telling a story with pictures with the plaques as it would be more interactive rather than just aluminum. The Committee agreed that they would like to look further into this idea. Wick-Graham noted that she would contact a designer from the company that created the plaques on the downtown bridge in Harriston.

Macdonald noted that 40 years as the deadline for plaque application would be too young, and suggested for an event to have at least occurred in the past 75 years. The

## CULTURAL ROUNDTABLE Minutes of October 24, 2016 Page 15 of 15

Committee agreed with this and decided to make revisions as needed. The Committee also agreed to reference the Historical Societies for their help with research for the plaques.

Wick-Graham informed the Committee that she would revise the draft report and budget to send to review at the Cultural Roundtable meeting on Tuesday June 14, 2016. The Committee also discussed that certain plaques should be more formal than other. Wick-Graham noted that she would check with the Cultural Roundtable about options of having two different streams: one sign landmark plaque and a storyboard type of plaque for places and events that are not as significant. Wick-Graham also mentioned that she would pitch the ideas discussed in meeting to Council on June 21, 2016.

Next Meeting: Wednesday June 22<sup>nd</sup>, 2016 4:00 pm Council Chambers

> Taylor Pridham Economic Development Assistant

#### Minutes of October 13, 2016 ECONOMIC DEVELOPMENT & PLANNING COMMITTEE Town of Minto Administration Office 3:00 p.m.

Present: Mayor George Bridge, CAO/Clerk Bill White, Councillor Jean Anderson, Councillor Mary Lou Colwell, Councillor Ron Elliott, Economic Development Manager Belinda Wick-Graham, Economic Development Assistant Taylor Pridham, Treasurer Gordon Duff, Harold DeVries, Gerry Horst, Jonathan Zettler and Hope Reidt. Guest in attendance were Chief Building Official Terry Kuipers and Glen Hall.

Regrets were received from Chair John Mock, Kirk Brownell, Kelly Schafer and Alison Armstrong.

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

Wick-Graham informed the Committee that John Mock would be stepping down as Chair of the Committee due to the time commitment of his new Home Hardware Appliance store. She invited other Committee members to be the new chair. Glen Hall expressed interest in joining the EDPC.

#### Downtown Revitalization Update

The Committee reviewed the Harriston Downtown Revitalization minutes from July 18, 2016 and October 2, 2016 which are attached as "Schedule A".

The Committee also reviewed the Palmerston Downtown Revitalization minutes from October 12, 2016 which are attached as " Schedule B".

#### **MOTION:**

Moved by: Glen Hall and Seconded by: Jean Anderson That the Economic Development and Planning Committee approve the Harriston Downtown Revitalization Committee Meeting Minutes from July 18 and October 3, 2016, as well as the Palmerston Downtown Revitalization Committee Meeting Minutes from October 12, 2016. CARRIED

The Committee reviewed the two Structural Grant Applications that were received. Michael Hendricks who owns the Old Post and Gurmit Singh who owns the old Mac's building in Palmerston. Chief Building Official Terry Kuipers and Wick-Graham reviewed the checklists with the Committee which are attached as "Schedule C".

The Committee had some concerns about what happens if the property owner sells the building and then changes are made to the building that were funded by the Town of Minto. CAO Clerk Bill White suggested that an agreement should be drafted and signed by the owner and kept on title to ensure that projects the Town funds are kept as is for a certain amount of time. White will bring a draft back to the Committee for approval.

## **RECOMMENDATION:**

Moved by: Councillor Mary-Lou Colwell and Seconded by: Councillor Jean Anderson THAT the Economic Development and Planning Committee approve giving a \$25,000 grant to the Old Post

AND FURTHER THAT Gurmit Singh's application be deferred application until the Spring of 2017.

## CARRIED

The Committee reviewed façade and signage applications submitted by The Old Post. Reports are attached as "Schedule D".

## **RECOMMENDATION:**

Moved by: Councillor Ron Elliott and Seconded by: Harold DeVries That the Council of the Town of Minto approves Facade Improvement Grant Application #H16 for the amount of \$1,935.00 for the property located at 39 Elora St. S. Harriston (The Old Post) CARRIED

## **RECOMMENDATION:**

Moved by: Councillor Ron Elliott and Seconded by: Harold DeVries That the Council of the Town of Minto approves Signage Improvement Grant Application #H16 for the amount of \$581.90 for the property located at 39 Elora St. S. Harriston (The Old Post) CARRIED

Wick-Graham reported that the Renew Program has four businesses in operation right now, three in Mount Forest and one in Palmerston. Dinkelmann Grappling Arts, Minto's first Renew Participant has expanded out into the old Solutions Building. Interest still comes in weekly about the Program.

Wick-Graham noted that the Downtown Investment Attraction Packages have been completely revamped and would be ready by November 16, 2016.

## Joint Economic Development Committee Meeting

Wick-Graham reminded the Committee that there would be a joint Economic Development Committee Meeting take place on October 26, 2016 from 2:00 pm – 7:00 pm in the form of a self-guided tour of several Butter Tarts and Buggies participants. The tour will be followed by dinner and networking at The Spot in Mount Forest and encouraged the Committee to RSVP.

Wick-Graham also noted that the Butter Tarts & Buggies Tour at the IPM received rave reviews and was the only tour that did not get cancelled that week. She expressed that Butter Tarts & Buggies is hoping to have Mapleton join the initiative now that there is a full-time Economic Development Coordinator hired.

## Alumni Attraction and Resident Prospectus

Wick-Graham shared four videos with the Committee that had been made and posted on YouTube with the help of Wightman Telecom, TG Minto, MSW Plastics, Wellington, the North-Wellington Co-Op, and the Old Post.

Glen Hall discussed how the videos had been used as YouTube trivial marking, showing up as the short video clips ahead of other videos viewed. He also shared that many of the views have come from Toronto, Guelph, and Kitchener-Waterloo viewers.

Wick-Graham informed the Committee that there have been 17,000 views for the Manufacturing video and that they are going to start promoting the other 3 videos now.

## Chamber of Commerce Update

Councillor Mary Lou Colwell reported that the IPM Chamber tent had nine spaces for the week and was very busy and successful. She noted that businesses were quiet in town during the day but restaurants were quite busy at night. She also informed the Committee that the Chamber Christmas Social would be taking place on December 1, 2016 at Harry Stones at 6:00 pm and that there would be a draw for a free Chamber membership.

#### Launchlt Update

Glen Hall reported that Launchlt had asked the Chamber of Commerce to increase their contributions to staff wages at Launchlt as staff time is now split equally between Launchlt and Chamber duties. The Chamber agreed to increase the amount to \$18,000.00 for one year and then revisit it annually.

Glen Hall also reported that Launchlt had received a \$10,000.00 grant from Libro Credit Union towards Elevate Ag.

Wick-Graham informed the Committee that Harold DeVries is now a new Launchlt Board Member.

Glen Hall recapped the Live2Lead event that was held at the Norgan on October 7, 2016 and that approximately 100 people attended the successful event. He also shared that Launchlt has a license for two more showings by December 31, 2016 and that one viewing would take place in Mount Forest at the Community Centre and the other viewing returning to the Norgan for an evening event. Launchlt made a profit from the last event and will receive money from the tickets and sponsoring for the upcoming events.

Glen Hall also mentioned to the Committee that there would be another Lunch and Learn at Launchlt featuring work from Simon Sinek, one of the Live2Lead speakers, with the date to be determined.

#### Other Business

Harold DeVries informed the Committee that the Bridges to Better Business Event would be taking place on Monday October 17, 2016 in Guelph. He shared that two local Minto businesses were nominated for awards, Elora St. Flowers and Worth Communications. He also reported that the Guelph-Wellington Business Enterprise Centre would be having a location change and will be presenting a rebranding at the event. Harold also noted that Jen from the Country Squire in Harriston has been enrolled in Starter Company and that it is going well.

CAO Clerk Bill White shared that we would now begin the process to implement the residential transition zoning, with a public meeting set to take place in January.

Mayor Bridge reported that the Economic Development meeting with the Walkerton BIA that himself, Chamber President John Burgess and Belinda Wick-Graham all presented at went very well. He also noted that Grey-Highlands would like them to return to further discuss Economic Development, along with various partnership opportunities.

Jonathan Zettler reported that there were many Cargill volunteers at the IPM and that overall it was successful. He also informed the Committee that an employee was very impressed with Minto's Economic Development Committee and praised the collaboration of the Committee. Jonathan also requested that lights in Regency Drive in Drew should be installed. CAO Clerk Bill White shared that for this to happen, it would have to be privately funded as the Town is unable to do so.

Hope Reidt shared that there was a lot of positive feedback regarding the IPM for Wightman Telecom. She informed the Committee that over 7500 information packs were picked up at their tent and that several Wightman Telecom History books were purchased, with all of the proceeds donated to the Library. Hope mentioned that Wightman's new website has been launched and with the help of the OSiM there has been an increase in online sales.

Adjournment at 4:41 pm

<u>Next Meeting:</u> Thursday November 10<sup>th</sup>, 2016 at 3:30 pm at Town of Minto Council Chambers

Taylor Pridham Economic Development Assistant

#### Schedule A HARRISTON DOWNTOWN REVITALIZATION COMMITTEE July 18, 2016

The Harriston Downtown Revitalization Committee held its regular meeting on Monday July 18, 2016 at Launchlt Minto. Committee members present for the meeting were Councillor David Turton, Cheryl Bell, Lisa Leslie, Ken Rogers, and Randy Martin. Members of staff present were Business and Economic Development Manager Belinda Wick-Graham and Economic Development Assistant Taylor Pridham. Regrets were received from Krista Fisk, Tony Tsotros, John Mock and Geoff Gunson,

The Committee reviewed the August 13<sup>th</sup> Street Party Schedule of Events and street placement which is attached as Schedule "A".

Belinda explained that the flyers would be going out to all homes in Minto (approximately 3,700) through the Wellington Advertiser for July 28<sup>th</sup>. The Minto Express/Independent Plus is doing a centre spread on the street party and selling ads to local businesses at a very reasonable rate. Radio ads will switch to the street party on the Blackburn Station and can switch before August 1<sup>st</sup> if construction is ahead of schedule.

Businesses were reminded to email Belinda their specials promotions for the day so the Town can share via social media and generate more interest. The Harriston Bakery will be doing Beaver Tales and the new business "Ladame" is planning a soft opening that day.

Belinda will follow up with Darren English about set up time and to Al about a rain plan for the dance.

Councillor Turton reported that that construction should be completed by July 29<sup>th</sup> with the road being opened prior to the long weekend.

The Committee discussed the mural on Anderson's building. Belinda will follow up with David as well as Innovative Print to determine the status of the wall preparation.

Next Meeting will be: Monday October 3, 2016

> Belinda Wick-Graham Manager of Economic Development

## HARRISTON DOWNTOWN REVITALIZATION COMMITTEE October 3, 2016

The Harriston Downtown Revitalization Committee held its regular meeting on Monday October 3<sup>rd</sup>, 2016 at Launchlt Minto. Committee members present for the meeting were Councillor David Turton, Cheryl Bell, Ken Rogers, Tony Tsotros, Lisa Leslie and Randy Martin. Members of staff present were Business and Economic Development Manager Belinda Wick-Graham and Economic Development Assistant Taylor Pridham. Regrets were received from John Mock, Krista Fisk, and Geoff Gunson.

The Committee reviewed the previous July meeting minutes.

Belinda Wick-Graham recapped the Street Party on Saturday August  $13^{th}$  and led discussion about thoughts and ideas for the 2017 event. Tony Tsotros expressed that Harry Stones had a successful day. Lisa Leslie noted that there were approximately 100 cars for the car show despite the weather. She also noted that Sunny's on Main closed at 2:00 pm that day and that it would be nice to get all businesses to accommodate their hours for the event for next year. The Committee agreed that the street dance was a success and that in terms of next year, changing the dance hours from 8:00 pm – 11:00 pm, to 9:00 pm – 12:00 am. The Committee also agreed that it is good to keep it as a one-day event. Leslie also mentioned that Leslie Motors are discussing having the Car Show in Harriston annually moving forward and would keep the Committee posted.

Wick-Graham reminded the Committee that there would be no grant for next summer's Street Party because of the Clifford Homecoming. Councillor Turton mentioned that it would be a good idea to get more groups involved and to find more sponsors. The Committee also suggested charging a small \$5 fee as admission to the dance. Wick-Graham suggested inviting the Kinsmen to the next meeting as well as looking into doing a Harriston Packers reunion. She also mentioned the idea of doing a dinner in the street at the Street Party next year in which local food producers would team up to create a locally-made dinner. She also mentioned the idea of incorporating the Urban Slide into next year's event.

Wick-Graham informed the Committee that Light Up the Town is on Tuesday November 15<sup>th</sup> at 7pm at Tannery Park and the Harriston Library. She also mentioned that Taylor Pridham would be meeting with members of the Cultural Roundtable on Tuesday October 4<sup>th</sup> for further planning.

Wick-Graham informed the Committee that Ladies Night would be taking place on Wednesday November 16<sup>th</sup> from 5:00 pm until 9:00 pm. She notified the Committee that there were several mentions of creating a minimum value to be spent in order to get passports stamped. The Committee agreed on creating a coupon booklet along with the passport, posters and promotions this year. To accommodate for this increase in cost, the Committee agreed to opt out of putting a full page ad in the Rural Route and instead will do a small ad on the Town Page promoting the event. The Committee also liked the idea of opening Launchlt for a Pop-Up Store in November.

Wick-Graham shared that the Downtown Investment Attraction Packages will be finished for the November 15<sup>th</sup> deadline. The packages will be completely revamped and ready by the December meeting.

Wick-Graham updated the Committee that Anderson's wall had been repaired, painted, and that Innovative Print would be placing the mural within the next week.

Wick-Graham informed the Committee that the Old Post's Public Space quote was \$2,514.00 to create a flower bed, install interlocking brick, etc. The construction would not be able to begin until Spring 2017 so the project will be put on hold until then and our capital dollars would be carried over to 2017 and utilized for the project through the Downtown Improvement Grant Program.

In terms of the Renew North-Wellington program, Wick-Graham notified the Committee Dinklemann's Grappling Arts has expanded in Palmerston and has occupied the old Solutions building. T&J Studios are happy with their new location and involvement in the program and there is another potential business in the works. There are no current vacancies in Harriston and Clifford in terms of useable, vacant building for business space.

In other business, Wick-Graham noted that the owner of the old Royal Bank has been working with CBO Terry Kuipers to comply with the orders to fix his building. Lisa Leslie raised questions about the way finding signs downtown Harriston and what was being done about the issue with larger trucks hitting them. Councillor Turton reassured the Committee that Council is aware of the issue and will be discussing further steps. Cheryl Bell made note of the lack of wheelchair parking signage and that the painted wheelchair logos on the pavement would not be enough when winter comes. Lisa Leslie also suggested that informing press about the electric car charging station in Minto to inform the public. Leslie questioned why we were having problems with insects in our planters again this year and questioned whether a different supplier should be looked at. Wick-Graham offered to follow up with the landscaping staff.

Wick-Graham added that she would be speaking with Mayor George Bridge and Minto Chamber of Commerce President John Burgess to the Walkerton BIA on Thursday October 6<sup>th</sup> about potentially hiring an economic development manager.

Next Meeting will be: Monday, November 7<sup>th</sup>, 2016 6:00 pm Launchlt Minto

> Taylor Pridham Economic Development Assistant

## Schedule B PALMERSTON DOWNTOWN REVITALIZATION COMMITTEE October 12, 2016

The Palmerston Downtown Revitalization Committee held its regular meeting on Wednesday October 12, 2016 at the C.N.R.A. in Palmerston. Committee members present for the meeting were Councillor Ron Elliott, Connie Robinson, Jurgen Stemmer, Sherry-Lynn McRobb, Paul Brown, Scott and Trish Norman, David Rock, Ron McTaggart, Shawn Lawler, Bill Davis, Amy Habermehl and Angie Christensen, Members of staff present at the meeting were Business and Economic Development Manager Belinda Wick-Graham. Regrets were received from Barb Burrows and Wayne Martin

The Committee reviewed the previous meeting minutes.

The Committee discussed the Palmerston Merchants Christmas Open House scheduled for November 30<sup>th</sup>, 2016. The Committee agreed to run the event from 9:00 am – 9:00 pm and to carry on with the Passport Program but that in order for people to enter they need to have visited at least half of the participating locations. The cost for businesses to participate this year will be \$75 + HST and Wick-Graham will follow up with the promotion package included for this price. Economic Development Assistant Taylor Pridham is coordinating the Living Windows Displays and Pop Up Store again this year.

Business and Economic Development Manager Wick-Graham noted that the traffic study has been received from the County of Wellington and that the Town of Minto Traffic Engineer was reviewing the study and preparing a report for Council that would presented on November 15, 2016. Those interested in the study findings were encouraged to attend the Council meeting.

Wick-Graham reported that the grant for the Lighting of the Bridge was not able to be submitted. The Palmerston Lions were going to be the lead on the application but due to the fact that they take in over \$50,000 a year they would be required to have audited financial statements that would be costly and take time to prepare. The Town will wait for Trillium Funding to be released in 2017 and consider applying at that time for the project.

Wick-Graham reported that the Railway Museum Committee is trying to resurrect the Handcar Races to its "glory days" and a meeting will be held on October 13<sup>th</sup> at 7:00 pm at the CNRA Clubhouse for interested parties to come together and discuss the opportunities.

The Palmerston Railway Museum held a successful soft launch in August and a lot of work has been done over the summer months. The newly formed Committee continues to meet and will be looking for ways to engage more volunteers to extend the Museum season as well as prepare the Research Room and Rolling Stock.

The Committee discussed the parking issues in the downtown core. The issue still exists with people parking all day on the Main Street. The Committee came up with some quick win solutions:

- Remove 2 hour parking on James St. to allow tenants or employees to park off Main Street.
- Install large, green Public Parking signs on street at the Public Parking Lots.
- Line Painting on Main Street to designate parking spots.
- Letters to business owners encouraging employees to park in public parking (Note: the CBO has done this once already)

The Committee would like to have a 2 hour parking by-law enforced on William St. from Main to Bell and on Main Street from Norman St. to Henry St.

The Committee also requested that while construction is taking place on Jane to have the parking spaces lined on Jane St. beside Blessings to You as well as to mark the Loading Zone.

The other item the Committee would like to see looked into is whether a long-term lease agreement could be worked out with the owner of the Jay's Variety parking lot to allow more Public Parking.

#### **RECOMMENDATION:**

Moved by: Amy Habermehl and Seconded by: Connie Robinson THAT:

The Council of the Town of Minto creates and enforces a 2 hour parking by-law in downtown Palmerston on William St. from Main St. to Bell St. and on Main St. from Norman St. to Henry St.

#### AND FURTHER THAT:

The Council of the Town of Minto investigates the possibility of a long term lease for the purpose of parking with the owner of Jay's Variety. CARRIED

The Committee reviewed a signage grant from Rural Spoon. RECOMMENDATION: Moved by: Amy Habermehl and Seconded by: Paul Brown THAT: The Council of the Town of Minto approves signage grant P12 for \$177.50 for the Rural Spoon Restaurant located at 185 Main St. W. Palmerston Other concerns raised include if a fall sweep will be taking place and if ashtrays could be placed in front for the vacant storefronts.

Next Meeting Wednesday November 6:30pm C.N.R.A.

> Belinda Wick-Graham Business & Economic Manager

# Schedule C

#### BUSINESS NAME: 2444877 Ontario Inc. Gurmit Singh ADDRESS: 212 Main St. Palmerston

# Community Improvement Plan Structural Component Checklist

Under Section 4.0 of the Community Improvement Plan the Town could offer inside the urban areas for significant industrial, commercial, residential or institutional redevelopments that accomplish more than one of the following (preference will be given to those that address multiple criteria):

i) address structural and life safety issues to create usable and efficient floor space

ii) improve property standards or preserve architectural significance

iii) remediate a brownfield site, or improve the environment by planting trees, protecting habitat, or other methods to enhance the natural ecosystems.

iv) upgrade public infrastructure such as sewer, water, storm, roadway, sidewalks v) preserve or enhance employment opportunities

vi) create affordable housing in a range of occupancies

vii) enhance fire protection such as sprinkler systems, fire separations and similar:

viii) improve energy efficiency or reduce water and sewer needs

ix) enhance urban design on and around the subject lands and adjacent public space as well as linkages to trails, parks, core areas and other focal points.

Below are criteria the Town seeks to address when to evaluating structural grant applications. When marking for a project indicate with a number whether the work is:

Minor = 1 Moderate = 2 Major = 3	
----------------------------------	--

1. Buildir	ng Structural integ	<b>frity</b>	Total 6
Footing _	Foundation	_ Floor joists <u>3</u> Ceiling joists _	Rafters/trusses <u>3</u>
Walls	_ Main beam(s)	Other	

# 2. Life Safety/ emergency

Total 0 Exit signage \_\_\_\_ Emergency lighting \_\_\_\_ Fire/CO2 Alarms \_\_\_\_\_ Extinguishers\_\_\_\_ Firewall Separation \_\_\_\_ Fire Doors \_\_\_\_ Sprinkler \_\_\_\_\_ Simese connection \_\_\_\_\_ Other

# 3. Usable and efficient floor space

Increase ceiling height	Architectural restorati	on/retention	
Accessible washroom _	Main floor commercial	Upper floor residential	
Increased density	Other		

# 4. Brownfield Remediation

Total 0 Phase 1 \_\_\_\_ Phase 2 \_\_\_\_ Site Specific Risk Assessment \_\_\_\_ Record of Site Condition Monitoring program \_\_\_\_\_

Total 0

Other		
5. Improve Environment Landscape plan Tree planting Habitat		
Windbreak Buffer zone R Species at risk	liverbank protection/enhanc Other	ement
6. Upgrade/Improve Public Infrastruc Sanitary sewer collection main		<b>Total N/A</b> _ Oversizing of main
Roadway widening Road Turni Public Sidewalk LED Street light Other		
7. Employment Opportunities Creates new direct jobs Retains Construction/Spin-off jobs <u>1</u> Fills ma Other		Total 1 skill shortage
<b>8. Housing</b> <b>New affordable rental housing 1</b> Affordable freehold semi or townhous Special needs housing Other	se Housing for senio	-
<b>9. Energy Efficiency</b> Increased insulation Window/Do New Furnace/cooling technology Solar technology Alternative ener Energy efficient lightingOther	_ Low flow fixtures Grayw rgy Rainwater harvesting	ater recycling
<b>10. Enhance Urban Design</b> Professional Landscape plan Na LED Street Lighting Sidewalk/tra Design consistency Architectu Exterior Accessibility (ramps etc.) Other	ail link Contribution to ural Rehab Compatible F	parkland

# Total 1 through 10

## Grand Total 8

The leverage ratio and the total score assist provide a numerical basis to help compare applications and establish funding amounts. Final decision rests with Town Council.

## Calculate Leverage Ratio

Total Project Cost \$ <a></a>	Total Funding Requested \$ <b></b>	Leverage Ratio
\$ <a>/\$<b></b></a>		
e.g. \$200,000	\$40,000	5:1
\$133,126.46	\$34, 186. 76	\$3.89: \$1

## Notes:

- Initiated repairs on a derelict property.
- Project will create needed residential apartments in downtown core.
- Will create 3 commercial spaces as well as commercial office space.
- The building is not yet in a rentable condition
- Contractors and supplies have not been sourced locally.
- Owner applied for vacancy tax rebate in 2015 and is expected to do so in 2016.

## Staff Recommendation:

Defer until Spring 2017 to see what happens with the space over the coming months in the hopes of it being further along to a useable condition.

BUSINESS NAME: The Old Post ADDRESS: 39 Elora St. S. Harriston

# Community Improvement Plan Structural Component Checklist

Under Section 4.0 of the Community Improvement Plan the Town could offer inside the urban areas for significant industrial, commercial, residential or institutional redevelopments that accomplish <u>more than one</u> of the following (preference will be given to those that address multiple criteria):

i) address structural and life safety issues to create usable and efficient floor space

ii) improve property standards or preserve architectural significance

iii) remediate a brownfield site, or improve the environment by planting trees, protecting habitat, or other methods to enhance the natural ecosystems,

iv) upgrade public infrastructure such as sewer, water, storm, roadway, sidewalks v) preserve or enhance employment opportunities

vi) create affordable housing in a range of occupancies

vii) enhance fire protection such as sprinkler systems, fire separations and similar;

viii) improve energy efficiency or reduce water and sewer needs

ix) enhance urban design on and around the subject lands and adjacent public space as well as linkages to trails, parks, core areas and other focal points.

Below are criteria the Town seeks to address when to evaluating structural grant applications. When marking for a project indicate with a number whether the work is:

	nor = 1	Moderate = 2	Major = 3
1. Building Structur	ral integrity		Total 1
Footing Foundation	ation Floor j	joists Ceiling joists	Rafters/trusses <u>1</u>
Walls Main be	am(s) Othe	er	
2 Life Cofety/ amo			Total 1

2. Life Safety/ emergency		Iotal 1
Exit signage Emergency lighting	g Fire/CO2 Alarms	Extinguishers
Firewall Separation 1 Fire Doors	_ Sprinkler Simese	connection
Other	_	

# 3. Usable and efficient floor space

Increase ceiling height \_\_\_\_\_ Architectural restoration/retention <u>1</u> Accessible washroom \_\_\_\_ Main floor commercial \_\_\_\_\_ Upper floor residential \_\_\_\_\_ Increased density \_\_\_\_ Other \_\_\_\_\_

# 4. Brownfield Remediation

Phase 1 \_\_\_\_ Phase 2 \_\_\_\_ Site Specific Risk Assessment \_\_\_\_ Record of Site Condition\_\_\_\_

Monitoring program \_\_\_\_Other\_\_\_\_\_

Total 1

Total 0

	planting Manage S	<b>Total O</b> cormwater Add/Protect
	ne Riverbank protection Other	
6. Upgrade/Improve Public Sanitary sewer collection m		<b>Total N/A</b> main Oversizing of main
	oad Turning lane Curb a treet lighting On-site Stormw 	
	Retains existing jobs Add <u>3</u> Fills market demand	
Affordable freehold semi or	ng Affordable condom townhouse Housing _Other	for seniors
New Furnace/cooling technology Alterna	dow/Door upgrade Pass ology <b>Low flow fixtures <u>1</u></b> ative energy Rainwater h Other	Graywater recycling arvesting
LED Street Lighting Sic	dewalk/trail link Contrik <b>Architectural Rehab <u>2</u> Comp</b> s etc.)	
Total 1 through 10		Grand Total 15
-	otal score assist provide a nestablish funding amounts. F	umerical basis to help inal decision rests with Town
Calculate Leverage Ratio Total Project Cost \$ <a> \$<a>/\$<b> e.g. \$200,000</b></a></a>	Total Funding Requested \$	<b>&gt; Leverage Ratio 5:1</b>

Phase 2 \$63,028.33	\$25,211.33	\$2.50: \$1
Phase 1 & 2 Combined \$290,252.36	\$62,421.64	\$4.65: \$1

## Notes:

- The Old Post Project employed 16 local trade companies during the reconstruction.
- \$44,834.09 has been paid out to date in local wages.
- The Old Post has 5 enterprising tenants with long term commitments ranging from 2-4 years and continues to attract interest from inside and outside the community.
- Purchased \$32,793.10 in local building materials
- Crowd Funded to raise \$17,500 to restore the bell clock tower, which are architecturally significant features that have been rebuilt or returned to their original function.
- The structure shows how modern building practices can be integrated into a historic structure preserving the history yet making it modern and functional so as to attract commercial clients. The structure is well insulated, runs on high efficiency furnaces and AC, uses blinds and high efficiency windows, installation of reflective roof coatings to lower AC and gas costs.
- The successful buildout has helped push further development and enthusiasm for continued development in the downtown core. It helps create a new story about the potential and possibilities that exist in Harriston for social and economic development.
- Received \$42,000 in 2015 for structural and façade improvements.

\$28,503.44 Remains in the 2016 Downtown Improvement Grant Fund **Staff Recommendation:** 

Approval of \$25,000 through the Structural Improvement Fund.

## Schedule D

TOWN OF MINTODATE:October 13, 2016REPORT TO:EDPCFROM:Belinda Wick-Graham, Business & Economic ManagerSUBJECT:Facade Grant – The Old Post

## STRATEGIC PLAN

9.1 Provide grants for businesses that improve the building facades, address structural improvements, and promote re-use and redevelopment of existing buildings where architectural and heritage features are maintained.

#### **BACKGROUND**

The Facade Grant Program was initiated in 2009 and continues in 2016 with \$12,000 available in facade grants on a first-come, first-serve basis.

#### COMMENTS:

This application deals with the access ramp and rails on the building. The original rails on the access ramp were badly deteriorated at their base leading to unsafe and unsightly conditions. The rails were moved onto fixed, stable cement and using a much improved anchor system. The old rails would have eventually rusted thereby causing the cement to crack and break. The new attachment secures the rails for the long terms.

The existing rails on the front step were not safe and were an eye sore making the building look less appealing. New rails have been installed properly according to code making the stairs safe and reliable for the long term.

The Harriston Downtown Revitalization Committee reviewed the application via email and is in full support of the application.

#### FINANCIAL CONSIDERATIONS

The cost of this improvement was \$3,870 + tax and therefore would qualify for \$1,935.00 in funding.

There is currently \$28,503.44 remaining in the Downtown Improvement Grant Program.

#### RECOMMENDATION

That EDPC receives the October 13, 2016 report from the Business & Economic Manager regarding Facade Improvement Grant Application #H16 for the amount of \$1,935.00 for the property located at 39 Elora St. S. Harriston (The Old Post) and

approves this grant.

Belinda Wick-Graham Business & Economic Manager

# FAÇADE IMPROVEMENT



TOWN OF MINTODATE:October 13, 2016REPORT TO:EDPCFROM:Belinda Wick-Graham, Business & Economic ManagerSUBJECT:Signage Grant – The Old Post

## STRATEGIC PLAN

9.1 Provide grants for businesses that improve the building facades, address structural improvements, and promote re-use and redevelopment of existing buildings where architectural and heritage features are maintained.

## **BACKGROUND**

The Signage Grant Program was initiated in 2009 and continues in 2016 with \$3,000 available in signage grants on a first-come, first-serve basis.

## **COMMENTS:**

The Old Post sign provides a compelling welcome to the Old Post as well as clear and attractive signage for the tenants currently in the building. It also provides area to advertise special events and community activities. The sign adds to the attractiveness of the streetscape.

The Harriston Downtown Revitalization Committee reviewed the application via email and is in full support of the application.

## FINANCIAL CONSIDERATIONS

The cost of this improvement was \$1,163.80 + tax and therefore would qualify for \$581.90 in funding.

There is \$28,503.44 remaining in the Downtown Improvement Grant Program.

## **RECOMMENDATION**

That Council receives the October 13, 2016 report from the Business & Economic Manager regarding Signage Improvement Grant Application #H16 for the amount of \$581.90 for the property located at 39 Elora St. S. Harriston (The Old Post) and approves this grant.

Belinda Wick-Graham Business & Economic Manager



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

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

## **Review of Minutes:**

P.R.A.C. minutes from September 26, 2016 minutes were reviewed.

#### **MOTION:**

Moved by: Councillor Dave Turton and Seconded by: Bill Raynard THAT: The P.R.A.C. minutes of September 26, 2016 be approved as circulated. CARRIED

## Council Follow-Up:

None

## Services Manager's Reports:

#### Norgan Theatre

At the last Norgan Theatre Board meeting on September 26, 2016, Grace Wilson updated the board that attendance for shows was down slightly, but expenses were also down. Attendance is expected to pick up in November. The Norgan Theatre Board has booked the Barn Dance group to perform a Christmas show at the Norgan on December 1. The Norgan also facilitated a crowd of approximately 100 people for the Live2Lead leadership webcast brought in by Launchlt Minto. Recreation Services Manager Matthew Lubbers also reported that the Norgan Theatre debt should be paid off by the end of the year.

#### Program Progress Report

Recreation Services Manager Lubbers reported that programs are going well. Both Grassroots Basketball and Grassroots Hockey have about 16 kids signed up. The last Babysitter Course held on September 30 was full and the next one takes place on November 25 at the Lions Clubhouse building in Palmerston. Shuffleboard wrapped up on October 11 and had good attendance through the summer. The youth drop in sports program sponsored by Blessings to You Centre, which was held in Palmerston over the summer had a small number of kids attend, but was beneficial to all the youth that participated. Recreation Services Manager Lubbers hopes to bring the program back next year. A sample of the 2017 pool schedule was also passed around the table to give members of P.R.A.C. a chance to view the potential changes. The schedule was reviewed to better benefit patrons of the pool, recreation programs as well as summer staff.

## Recreation Framework Report

Recreation Services Manager Lubbers presented a report to P.R.A.C. on a letter and document from the Province outlining their support of a Federal Recreation Framework. The Town supports the guidelines of the framework through active living, inclusion and access, connecting people and nature, supportive environments and recreation capacity initiatives.

#### MOTION:

Moved by: Bob McEachern and Seconded by: Bill Raynard THAT: The Service Manager's Report be accepted as presented.

CARRIED

#### Facilities Manager's Report:

#### All Facilities

All parks, pools and the splash pad have been winterized. All three arenas have their ice in and new board ads installed. Schedules for public skating and shinny have been posted on the Town website as well as regular posts on Facebook. Once again recreation staff worked with local businesses that sponsor not only public skating, but also shinny, giving the community more free opportunities to skate and enjoy physical activity in Minto.

The Asset Management Plan is now complete and submitted for Town-owned Parks and Recreation Facilities.

The Harriston Arena and Clifford Arena are both in need of part time Ice Patrol and Tournament Clean-up staff. These positions will be responsible for patrolling the ice during public skating and general cleaning duties during tournaments.

#### Palmerston

A night of ice rentals in Palmerston was cancelled on October 17 due to condensation on the ice. A problem with the Curling Club chiller is being repaired.

Palmerston parks and facilities are busy with daily ice rentals, end of the season ball and soccer tournaments, weekly fitness classes, seminars, a blood donor clinic, wedding, Lions Club Roast and Toast, walking groups and weekly playgroups.

#### Harriston

A ballast in one of the arena lights in Harriston has blown and no replacement has been found, which means arena lighting will need to be changed soon. The new referee's room in Harriston is nearing completion. This will open up another dressing room for female hockey players. The arena lobby furnace has been repaired and the small leak detected in the refrigeration system has been fixed.

The Harriston pool had maintenance done at the beginning of summer to address a leak coming from the main drain; unfortunately the fix did not hold. Facilities Manager Carr is still waiting to hear back regarding the Canada 150 Grant for the Harriston pool but is also budgeting for pool updates in the spring of 2017 to address the leak.

Harriston facilities and parks are busy with ice rentals, card parties, walking groups, meetings, yoga, playgroups, and line dancing.

## Clifford

Clifford has had new mesh put on the nets and some welding done on player benches. The floors were also stripped and waxed as well as the washrooms were updated with new countertops, sinks and accessible toilets. A new fountain was also installed in the lobby as well as new taps in the auditorium kitchen and a new vanity in the curling room.

Clifford facilities have been booked for regular meetings, card parties, church gatherings, an annual turkey supper and ice rentals.

## MOTION:

Moved by: Geoff Gunson and Seconded by: Bill Raynard THAT: The Facilities Manager's Report be accounted as presented

The Facilities Manager's Report be accepted as presented.

CARRIED

## Agreements:

Facilities Manager Carr and Recreation Service Manager Matthew Lubbers are reviewing user agreements with the Mapleton-Minto 81's, Broomball Tournament Promoters, Palmerston Curling Club, Harriston Curling Club, NDSS, Clifford Vitality and the Harriston Lawn Bowling Club. Each agreement will be for three years and is tailored to the different needs of each organization.

## MOTION:

Moved by: Bob McEachern and Seconded by: Councillor Dave Turton THAT:

The P.R.A.C. committee endorses the three-year agreements for Mapleton-Minto 81's, Broomball Tournament Promoters, Palmerston Curling Club, Harriston Curling Club, NDSS, Clifford Vitality and the Harriston Lawn Bowling Club.

CARRIED

## New Business:

Facilities Manager Carr reported that the Clifford Homecoming Committee has submitted a letter requesting the Town of Minto give them an extra percentage from the bar profit share at Clifford Homecoming events to cover expenses. Any leftover revenue will be put back into the community.

## MOTION:

Moved by: Councillor Dave Turton and Seconded by: Bill Raynard THAT:

The P.R.A.C. committee endorses the Clifford Homecoming Committee receiving an extra percentage from their bar profit share.

CARRIED

## MOTION:

Moved by: Councillor Ron Elliott THAT: P.R.A.C. adjourn at 6:15 p.m.

The next meeting is Monday, December 12th at Jemstones in Clifford.

Grace Wilson Recreation and Facilities Assistant Parks & Recreation Advisory Committee



# TOWN OF MINTO

DATE:October 25th, 2016REPORT TO:Mayor and CouncilFROM:Matthew Lubbers, Recreation Services ManagerSUBJECT:Recreation Agreements

# STRATEGIC PLAN:

7.5 Encourage existing groups to increase use of Town facilities and attractions through youth subsidies, cost effective application of non-prime time rates, and joint marketing of tournaments and events.

## BACKGROUND:

The Town has numerous by-law agreements in place with certain users of Town-owned facilities. These by-laws are accompanied by schedules that outline the details of the provisions that the Town is prepared to grant to the users. Six of these agreements recently have or will soon be expiring and need to be renewed. A new agreement with the Harriston Lawn Bowling Club is also being proposed.

## COMMENTS:

The six existing agreements that are being updated for three-year terms involve the:

- 1. Harriston Curling Club
- 2. Palmerston Curling Club
- 3. Mapleton-Minto 81's
- 4. Minto Broomball Tournament Promoters
- 5. Norwell District Secondary School
- 6. Clifford Vitality Group



The agreements with the curling clubs are similar with no changes from the previous identical agreements. Monthly rent of the curling areas will continue to increase by 2% or the October CPI, whichever is less, on an annual basis. The Clubs have exclusive use of these areas during the ice season; the Town takes care of them during the off-season.

The agreements with the 81's and broomball tournament promoters are similar with no changes from the previous identical agreements. The hourly ice rental rate plan for the upcoming three ice seasons is reflected in these agreements. Both parties use the ice surface as well as the auditorium for their games and tournaments.

The agreement with Norwell District Secondary School now includes a provision for the fee to be charged for the instructional classes, where a credit can be earned by students, which the school is now offering.

The Clifford Vitality Group agreement is unchanged with respect to their coffee hour and card parties that take place on a regular basis at the Clifford Hall.

The Harriston Lawn Bowling agreement outlines the terms for which the club is permitted to use the greens and clubhouse now that the Town is the owner of the property. It is similar in nature to existing agreements the Town has with the Drew Community Board and the Palmerston Lions Club. The three-year agreement would commence January 1<sup>st</sup>, 2017.

At the Parks and Recreation Advisory Committee meeting on October 24<sup>th</sup>, 2016, a motion was made endorsing these agreements.

## FINANCIAL CONSIDERATIONS:

Excluding the curling clubs, the other four agreements that are being renewed contain provisions for facility rental cost reductions based on the quantity, timing and nature of the bookings. These reductions to the 81's and broomball tournament promoters are more than offset by the economic spinoff generated from their events. Norwell District Secondary School and the Clifford Vitality Group primarily use non-prime times and provide a benefit to students and older adults.

## **RECOMMENDATION:**

THAT Council receives the Recreation Services Manager's October 25<sup>th</sup>, 2016 report regarding Recreation Agreements and that by-laws be considered in regular Council to approve the agreements.

Matthew Lubbers, Recreation Services Manager



# TOWN OF MINTO

DATE:October 25th, 2016REPORT TO:Mayor and CouncilFROM:Matthew Lubbers, Recreation Services ManagerSUBJECT:Clifford Homecoming Request

# STRATEGIC PLAN:

5.4 Support and encourage volunteer fund-raising where local interest groups contribute to value added Town facilities and services, and facilitate activities that help such groups raise funds to support community services.

## BACKGROUND:

Preparations have been ongoing for the Clifford Homecoming from August 4<sup>th</sup>-7<sup>th</sup>, 2017. Local service clubs and individual volunteers are involved and a good turnout is expected. Staff received correspondence from the planning committee requesting a Council grant.



## COMMENTS:

A New Year's Eve Dance will be taking place and some of the events planned for August will also be licensed. The committee is entitled to 20% of bar sales as per the alcohol policy. It is proposed that they also receive a Council grant to be calculated at 25% of bar sales. This is identical to the arrangement that is in place with pre-approved service clubs as per the Town's Donation Policy. The committee letter states that any proceeds generated from Homecoming events will be directed toward community betterment initiatives.

At the Parks and Recreation Advisory Committee meeting on October 24<sup>th</sup>, 2016, a motion was made endorsing this request.

# FINANCIAL CONSIDERATIONS:

The revenue share and Council grant expenses will be offset by the bar sales. The committee plans to direct proceeds to community betterment initiatives.

## **RECOMMENDATION:**

THAT Council receives the Recreation Services Manager's October 25<sup>th</sup>, 2016 report regarding Clifford Homecoming Request and that and that Council approves giving a grant to the Clifford Homecoming Committee calculated at 25% of bar sales from their licensed events.

Matthew Lubbers, Recreation Services Manager

Clifford Homecoming Request



Clifford Homecoming P.O. Box 250 111 Elora St. Clifford Ont. N0G 1M0

October 24, 2016

Mayor Bridge and Council Town of Minto 5941 Hwy 89 Harriston, On N0G 1Z0

To Whom It May Concern;

The Clifford Homecoming Committee will be hosting a New Year's Eve dance Saturday, December 31 and the Clifford Homecoming August 3-7, 2017. The Homecoming will include historical displays, family activities, community meals, live entertainment, a parade, and much more.

At this point we would like to request an extra percentage of the bar profit share similar to what the service clubs receive (an extra 25%). The extra proceeds would help cover expenses for the events to take place, and if profits are achieved, proceeds from the extra bar revenue would be donated back into the Clifford community.

Thank you in advance for considering our request and we look forward to seeing everyone at our events.

Sincerely,

Dianne Epworth Secretary Clifford Homecoming Committee



# TOWN OF MINTO

DATE:October 25th, 2016REPORT TO:Mayor and CouncilFROM:Matthew Lubbers, Recreation Services ManagerSUBJECT:Recreation Framework Update

# STRATEGIC PLAN:

7.0 Maintain and enhance recreation opportunities for the benefit of persons of all ages and abilities using existing well maintained parks and facilities, and ensure the location, supply and availability of major facilities is reflective of cost/benefit and community development benefits.

# BACKGROUND:

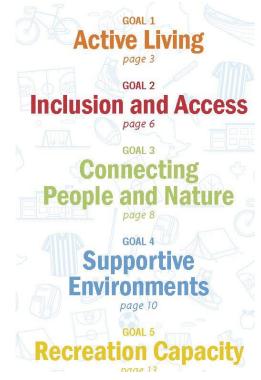
In February 2015, the Minister of Tourism, Culture and Sport along with other Provincial and Territorial Ministers responsible for Sport, Physical Activity, and Recreation (SPAR), formally endorsed the Framework for Recreation in Canada 2015 as a guiding document for the recreation sector in Canada.

The Framework was endorsed by members of the Federation of Canadian Municipalities at their September 2016 meeting.

The Town received correspondence on October 3<sup>rd</sup>, 2016 from Eleanor McMahon, Ontario's Minister of Tourism, Culture and Sport. This Ministry undertook a process to identify government initiatives that support the Framework and promote the benefits of recreation. The attached Ontario Support for the Framework for Recreation in Canada 2015 report highlights some of the goals and priorities including:

- 1. Active Living
- 2. Inclusion and Access
- 3. Connecting People and Nature
- 4. Supportive Environments
- 5. Recreation Capacity





**Recreation Framework Update** 

## COMMENTS:

The Town of Minto Recreation Department is currently involved in initiatives that support goals set in these 5 areas.

Under Active Living, the province has launched the Ontario Healthy Kids Strategy with one of the main pillars being healthy communities for kids to grow up in and get active. There are a number of facilities, many of which are Town-owned, that make Minto a healthy community.

To help with better Inclusion and Access, the Town is involved in accessibility-related projects and was a recent recipient of a Seniors Community Grant Program grant, which will be overseen by the Minto Retiree Activity Group.

The Ontario Trails Strategy supports Connecting People to Nature and the Town will benefit from this long term plan as we develop, manage and promote the use of our trails system. With the linkage of the trail from Palmerston to Harriston now complete, the Minto Trails Committee is nearing the point where community member involvement can begin.

Supportive Environments programs include the Ontario Cycling Strategy, which promotes active transportation and the Community Use of Schools Program. This program provides the Town and other groups with the opportunity to use local school gymnasiums for free; and in turn offer free programs. The Town's Grassroots Basketball program at Norwell for example.

Provincial support of the Federal Framework will require the help of local municipalities. The Town remains committed to providing recreation programs and facilities within our community. We support actions that deter rising rates of obesity and sedentary living, increase opportunities to connect with nature and eliminate inequities within society that have limited access to recreational programming and opportunities.

At the Parks and Recreation Advisory Committee meeting on October 24<sup>th</sup>, 2016, the Framework and this report were discussed.

# FINANCIAL CONSIDERATIONS:

None.

## **RECOMMENDATION:**

That Council receives the Recreation Services Manager's October 25<sup>th</sup>, 2016 report regarding Recreation Framework Update for information.

Matthew Lubbers, Recreation Services Manager



TOWN OF MINTO DATE: TO: FROM: SUBJECT:

October 20, 2016 Mayor and Council Stacey Pennington, Building Inspector Site Plan Approval, Minto Rural Health Centre, 500 White's Road

# STRATEGIC PLAN

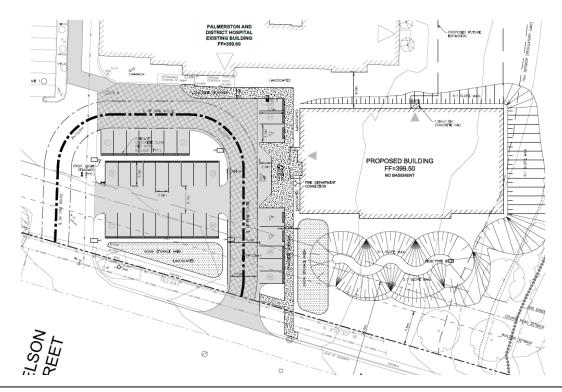
Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial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

Support Minto-Mapleton Health Care Professional Recruitment initiatives to help the local medical community recruit and retain Doctors, Nurse Practitioners and other medical personnel.

## BACKGROUND

North Wellington Health Care recently constructed a new one story medical office building on the Palmerston hospital property for the Minto Rural Health Centre. Town staff and Triton Engineering met in January 2015 to review a preliminary site plan and requested additional grading/drainage information, lighting plan, and parking calculations. Issues at that time included snow storage space, storm water drain under the proposed building, fire protection and separation of the existing sanitary sewer lateral from the existing building. All issues were address prior to the signing of the site plan agreement on July 29<sup>th</sup> 2015.

An excerpt from the original site plan is shown below:



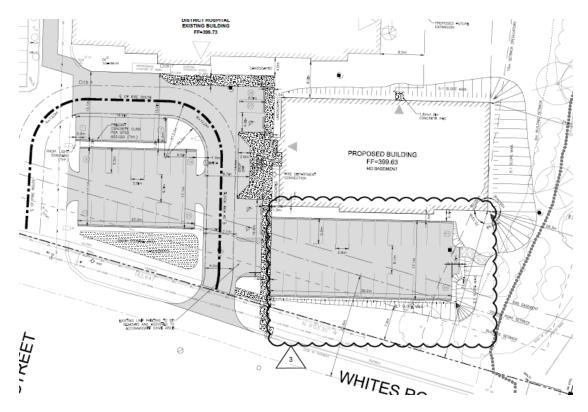
Minto Health Centre Site Plan

At the April 21<sup>st</sup>, 2015 Council meeting, the following motion was passed:

MOTION: COW-107-15 Moved by: M. Colwell; Seconded by: D. Turton THAT Council receive the Minto Rural Health Centre Site Plan report from the Clerk's Assistant and C.A.O. Clerk dated April 21, 2015, Council approves the following plans for the Minto Rural Health Centre, 500 White's Road: a) C2-1 Site Plan issued for Review April 10, 2015, prepared by E.A. Wiersma, Walterfedy b) L1-1 Landscaping Plan & Planting Details prepared by MHBC Planning, Urban Design & Landscape Architecture dated April 10, 2015; c) C3-1 Site Servicing & Grading Plan prepared by Walter Fedy last revised April 10, 2015. Subject to the execution of a Site Plan Agreement with the Town requiring, among other matters, confirming water lateral size, providing additional detail on the

concrete storm sewer under the building, measures in place to protect the sanitary lateral from the proposed building, and the potential additional parking beyond zoning requirements.

Re-submitted plans dated August 24, 2016, includes an additional parking lot with 28 spaces at the front of the building as shown below.



# **COMMENTS**

Town of Minto Staff and Chris Clark at Triton Engineering have reviewed the revised drawings and newly submitted storm water management brief. Comments back to Walter Fedy include but are not limited to:

Minto Health Centre Site Plan

- Storm Water Management
- Decreased snow storage in relation to quantity, location and roadside visibility
- Proposed light of the new parking area, and
- Encroachment on the required setback from Wellington Road 5

Pending a satisfactory response in relation to these comments, staff will move forward to amend the site plan agreement to reflect these changes.

# **RECOMMENDATION:**

THAT Council receives the report from the Building Inspector dated October 20, 2016, regarding Site Plan Approval, Minto Rural Health Centre, 500 White's Road and approves the amended site plan subject to the requirements outlined in the staff report being met.

Stacey Pennington Building Inspector



TOWN OF MINTO DATE: TO: FROM: SUBJECT:

October 21, 2016 Mayor and Council Stacey Pennington, Building Inspector Site Plan Approval, Palmerston Child Care Facility, 530 Prospect Street, Palmerston

# STRATEGIC PLAN

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

Provide strong community development policies and practices that support a family friendly environment, attract family oriented businesses, and enhance Minto as a welcoming, attractive, and safe location. Include resident and business testimonials supporting the family image in publications.

## BACKGROUND

Upper Grand District School Board proposes to construct a new one story child care facility on the Palmerston Public School property. Building Department and Public Works Department staff along with Chris Clarke of Triton Engineering met to review the site plan submissions, including the stormwater management report, and were generally pleased with the level of detail provided and the overall look and design of the project. The site plan shows the following details of the development:

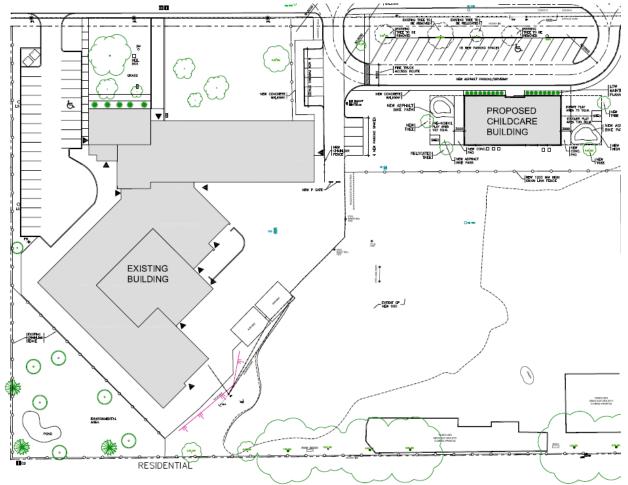
- One story 4558.5 square foot building on the north east side of the property. Including Infant, toddler and preschooler playrooms, change rooms, laundry, barrier free washrooms, kitchen, staff facilities, and offices.
- Paved circular parking for the proposed daycare with one way traffic on-site using existing entrance in the middle of the site exiting to Prospect Street at a new exit on the east side of the property.
- 24 new angled parking spaces will be provided to create a total of 52 spaces on-site; an additional four spaces may be provided depending on project funding. This should help address parking issues for the Palmerston Public School and provide ample parking for the proposed Child Care Facility.
- Accessible concrete sidewalk from paved parking area into front of new Child Care Facility.
- Development eliminates playing field space requiring storm water management plan using the existing tile drainage system as storage attenuation in the event of a flood.
- Proposed site complies with the Institutional Zone including building setback, lot coverage parking and other applicable zoning requirements

To finalize the project for building permit additional storm water management information is needed, along with an additional water valve, and confirmation of pedestrian traffic in relation to proposed on site sidewalks.

The proposed front elevation is shown below:



An excerpt from the site plan highlighting landscaping and parking is shown below:



# <u>COMMENTS</u>

To ensure proper drainage on-site staff has requested the engineer confirm details on the existing tile drain since it will be used to retain surface water during certain storm events. The proposal is to use the maintenance chamber structure for Storm Water Management which is acceptable practice provided the owner is aware that some ponding will occur during storm events as water is slowing released into the storm drains.

Minto Health Centre Site Plan

The daycare will receive water service from a connection to the existing water main supplying the fire hydrant. A new 50mm shut off valve on the main water line to the proposed childcare facility will be required with Town access to the valve. New sidewalk constructed on Prospect Street by the Town must be restored to their current condition.

A site plan agreement has been prepared for review and execution by the developer. Council is asked to consider a by-law allowing the Mayor and Clerk to sign the site plan agreement once the landowner has signed.

# FINANCIAL CONSIDERATIONS

A site plan agreement will be required to confirm construction occurs according to approved drawings. Typically no additional security is required for institutional projects such as this. Normal site plan and building permit fees apply.

# **RECOMMENDATION:**

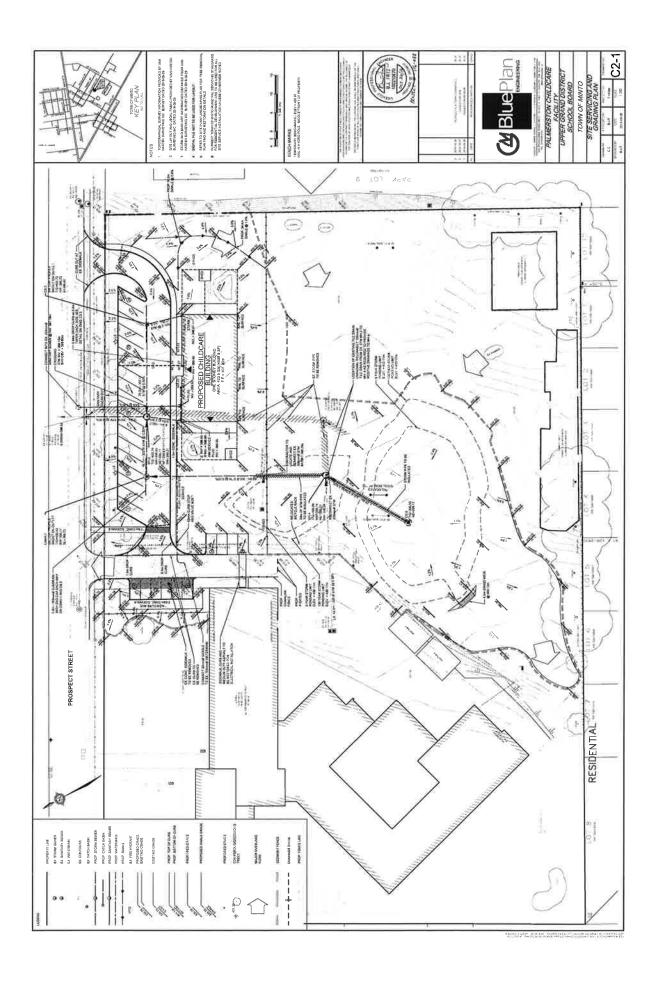
In consideration of the report from the Building Inspector dated October 21, 2016, Council approves the following documents for the Palmerston Child Care Facility, 530 Prospect Street, Palmerston:

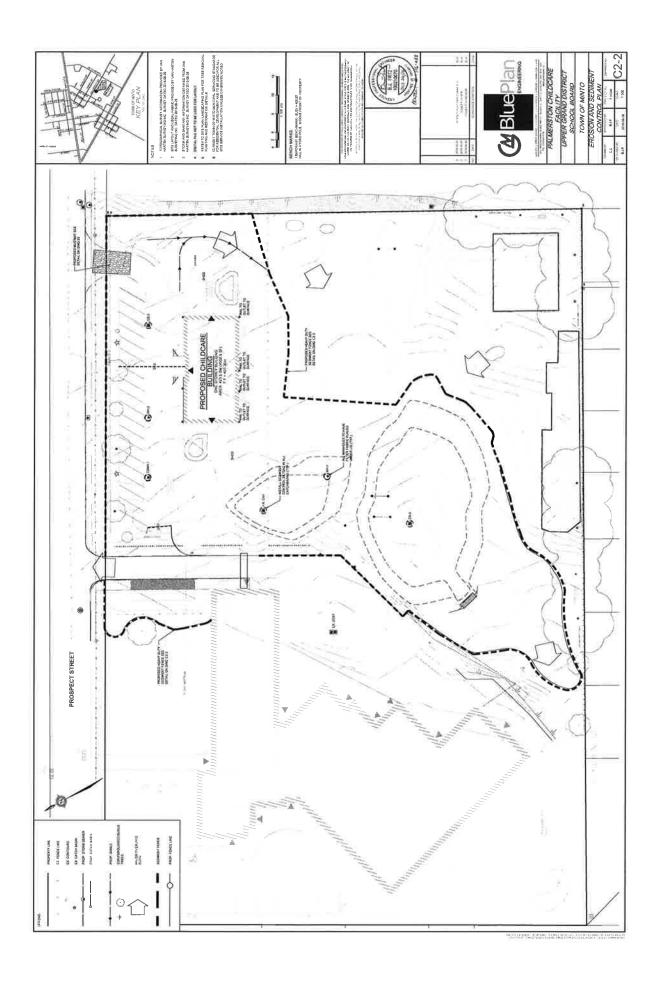
- a) C2-1 Erosion and Sediment Control Plan issued for Site Plan Approval October 7, 2016, engineer stamped by B. J. Fritz, October 11, 2016
- b) A1-Site Plan prepared by WalterFedy Issued for Site Plan Approval October 18, 2016;
- c) Site Servicing and Stormwater Management Report, Palmerston Childcare Facility, GMBP File No. 116088, dated October 4, 2016

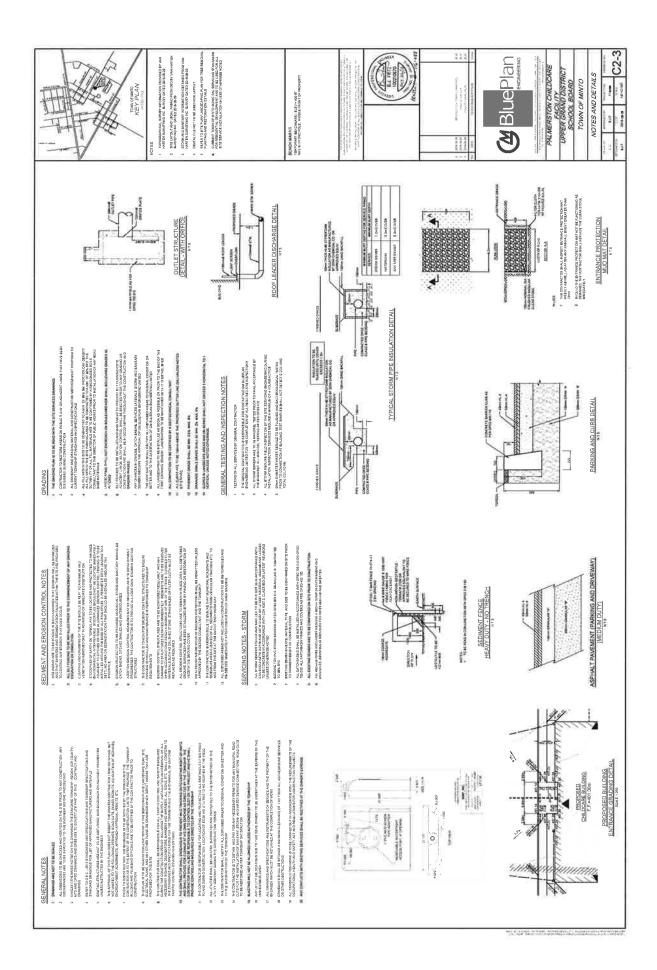
Subject to the execution of a site plan agreement with the Town requiring, among other matters, confirmation of the use of the existing tile drainage system for storm water management, the existing Town sidewalk being restored, and 50mm water valve being accessible to the Town.

AND Further that Council considers a by-law in regular session authorizing the Mayor and Clerk to sign the site plan agreement once the landowner has signed.

Stacey Pennington Building Inspector <u>ATTACHMENTS</u> Draft Site Plan Agreement C2-1 Erosion and Sediment Control Plan









TOWN OF MINTO

DATE:October 24, 2016REPORT TO:Mayor and CouncilFROM:Chris HarrowSUBJECT:Minto Fire Cares Foundation

# STRATEGIC PLAN:

8.4 Facilitate private business or non-profit groups bringing small, medium and large sized events to Town facilities and spaces that attract visitors, develop local talent and culture, fundraise for local groups and enhance local business

## BACKGROUND:

For many years now, Minto Fire has been running various events to support our legislated mandate of public education of fire safety. These events include the Touch-a-Truck, Minto 91Run and our Movember campaign. They bring in significant money which is ear-marked for various projects around the municipality.

In the past, treasury staff tracks money coming in and out for the events. As well, staff assists with issuing tax receipts for various donors. This is added workload for Treasury staff faced with ever increasing reporting requirements.

Staff at Minto Fire proposes to establish a foundation to be the charitable arm of the fire department. It would run separately from the Town and be a standalone foundation overseen by appointed Directors. It would control its own finances and be responsible for filing the proper reports and issuing tax receipts taking the burden off of town treasury staff.

#### COMMENTS:

The foundation's proposed name would be the Minto Fire Cares Foundation. The Foundation would be run by Directors as per the By-Laws and the initial start-up rules. Directors will include the Fire Chief, Prevention Officer and other staff. Volunteer Firefighters would be members of the Foundation and have input on its operation. Over time as bylaws are established and the Foundation operates changes could be made to the Board.

The Foundation would work with Minto Fire to run some of the events currently operating. The money raised would be overseen directly by the foundation abiding by all of the rules of charitable organizations. The Foundation would issue their own tax receipts and allocated donations to "causes" set by the Directors. It is believed the public will more readily donate to Minto Fire Cares because it is representative of Minto Fire and the volunteer firefighters.

Another positive of establishing Minto Fire Cares Foundation is the ability to seek out other partnerships in the community. For example, we are currently in talks with a partner to deal with some occupational stress training and teams we could co-train together. This would be accomplished through funds donated by the Foundation and would benefit Minto Fire and their entire PTSD program.

Afterwards, through By-Laws written with the help of a local lawyer, a mechanism would be put in place to run the Foundation. We have completed the initial work to write the By-laws

of the Foundation and have met with local legal counsel to finalize the document and proper paperwork to be filed with the authorities, after receiving Council's approval.

#### FINANCIAL CONSIDERATIONS:

Start-up money would be used from funds raised from previous events.

#### **RECOMMENDATION:**

The Council receives the Fire Chief's October 24, 2016 report regarding Minto Fire Cares Foundation and supports the establishment of a non-profit organization Minto Fire Cares Foundation.

Chris Harrow, Fire Chief



TOWN OF MINTODATE:October 12, 2016REPORT TO:Mayor and CouncilFROM:Bill White C.A.O. Clerk<br/>Annilene McRobb, CAO Clerk & Council AssistantSUBJECT:Municipal Elections Act Regulation 310/16 Ranked<br/>Ballots

#### STRATEGIC PLAN

12.7 Demonstrate innovation in all aspects of municipal business acknowledging the importance of training, succession planning, transparency, communication and team-based approaches to municipal operations.

#### BACKGROUND

On May 28, 2015 the Province of Ontario launched a review of the Municipal Elections Act which is customary after each election. During the commenting period Council passed the following resolution:

THAT the Council receives the Municipal Elections Act Review report from the C.A.O. Clerk and C.A.O. Clerk Council Assistant dated July 16, 2015 and that Council support a May 1 start to the nomination period, one meeting for outgoing Council after the election, and inaugural meetings no later than the second Thursday in December. Also that the Town of Minto advise the Province does not support a ranked ballot system for the following reasons:

- 1. Issues of splitting the vote, negative campaigning or abandoning a race are generally not problems in rural Ontario;
- 2. "One candidate one vote" Council's elected in Ontario have built communities that are the envy of the world with open, transparent and fair races with very few issues;
- 3. Ranked ballots will be confusing and will increase cost for training candidates, election officials and voters as well as require expense and unnecessary equipment;
- 4. Ranked ballots may encourage political parties to run slates of candidates to attempt to win as many first, second and third place votes so that a party secures the office over an individual.

Bill 181, the Municipal Elections Modernization Act received Royal Assent June 9, 2016 after the Standing Committee on Finance and Economic Affairs held public hearings on May 5 and May 12, 2016. All 3,400 submissions from the public were reviewed by the Committee members on May 19, 2016.

In 2017 staff will report to Council on changes to the Act that will impact on the 2018 election, along with other matters related to that upcoming process. This report is to address the process by which the Town might follow to decide whether a ranked ballot system for the 2018 election in light of the final regulation being approved.

Regulation 310/16 states Council should consider the following matters before passing a by-law allowing ranked ballots:

1. The costs to the municipality of conducting the elections.

- 2. The availability of technology, such as voting equipment and vote-counting equipment and software, for conducting the elections.
- 3. The impact the proposed by-law would have on election administration.

The Act provides that ranked ballots are not allowed for any office on County Council unless authorized for "<u>all</u> offices on the council of <u>every</u> lower-tier municipality". If Council were to consider a ranked ballot system for one or more of its offices a draft by-law must be prepared and a public meeting held.

#### **COMMENTS:**

Council is on record opposing a ranked ballot system in comments sent to the Province in 2015. The Province approved the regulation allowing ranked ballots believing it reduces strategic voting (not voting because you think your preferred candidate may not win), reduces negative campaigning (a candidate needs first place votes to win plus high ranking second place votes from other candidates to win), and ensures more candidates remain in a race (less chance of "splitting the vote" with like-minded candidates).

This link attempts to explain how a ranked voting system might work <a href="http://www.mah.gov.on.ca/Page11118.aspx">http://www.mah.gov.on.ca/Page11118.aspx</a>

In a ranked ballot vote the candidate with the most first place votes could lose to a candidate with more second and third place votes and fewer first place votes.

The regulation is specific on what can be considered when Council decide if it wished to use a ranked ballot and the procedure to be taken to approve a ranked ballot.

#### Costs to the municipality of conducting the elections

The Town's election process costs slightly under \$30,000 to conduct. A mail in ballot system is used to collect the vote including about five polling days where mail in ballots are collected at seniors homes and arenas. The main costs are the "rights" to the DataFix software that produces the voter's list and mail in ballot form, postage, and staffing to attend the polling days and on Election Day to count the vote. Ove 60 people were paid for three hours work for training and counting ballots in the 2014 election.

To use computer tabulated counting the Town should expect a minimum \$15,000 per election added cost, plus about between \$5,000 and \$8,000 per election for ranked ballots. This includes renting new technology each election less any potential savings in part time help during the counting process. A ranked ballot is physically larger which will increase production costs by about 50% as well as increase mailing cost.

## Availability of technology

Counting ranked ballot votes in a reasonable time requires computer tabulation, which means renting pricy equipment and added training for candidates, election officials, and voters. There are companies with balloting systems ready to accommodate municipalities with scanners to count votes including programming to "count" ranked ballots. This technology can be enhanced with more "accessible" options that would help persons with certain disabilities vote by mail.

If Council wished to proceed with a ranked ballot election it should provide that direction in 2016 with a view to conducting a public meeting early in 2017 at the latest, procuring voting equipment through quotation by mid-2017 with training and implementation in time for fall 2018. Staff has done sufficient research to ascertain that there is technology that can be rented to allow a ranked ballot election in Minto albeit at adding about 50% to the Town's election cost.

#### Impact on election administration.

In 2014 the Town published its preliminary results by 10pm election night following manual counting of about 3,500 ballots. Using a technology based system requires considerably fewer temporary staff for counting. Depending on the vendor selected less than six election officials with rented electronic tabulation equipment, software and computers should be able to process 3,500 ballots within a couple of hours.

Some jurisdictions begin counting ballots with tabulators before close of polls at 8pm. After 8pm any ballots received on Election Day are tabulated. So long as technology works, ballot counting will be more efficient than using 60 plus part time people from the community to count. Tabulating technology includes security measures to protect the system and a process by which recounts and ballot auditing can occur. Scrutineers can be present during counting with a technological system but there is no human involvement interpreting ballots.

#### General

With experience in 12 municipal elections helping volunteers count ballots and helping the electorate vote, Clerk's Department Staff believes anything that can be confusing will be confusing to the majority of people. Main causes for spoiled ballots are voting outside the circle provided next to a candidate's name, voting for too many candidates for one office, or not using a proper mark on the ballot. Ranked ballots complicate voting to some degree as the electorate must place a number in the circle beside the candidates in order of preference. Anything hard to explain to people who run and participate in elections will be more challenging to implement.

With a ranked ballot, community volunteers cannot be used to count the vote. There is something democratic about 60 community members counting ballots by hand within view of the candidate's scrutineers. With electronic tabulation, community scrutiny is not part of the process. If a ranked ballot results in a candidate with the most first place votes losing to a candidate with more second place votes it will be very difficult to fully demonstrate that to the electorate. Essentially we would all need to accept the electronic results.

The following is an excerpt from the 2015 staff report on ranked ballots:

"One candidate one vote" has been the model for democratic systems for over 150 years. Thousands of good people have been elected to municipal office across Ontario using a traditional voting system. Candidates are elected that most people think are the best for the job. It does not reward being second or third best, and in that sense can be harsh and is not for the "faint of heart". People who run in elections understand that and should have our respect for letting their name stand.

When a long standing system is subject to change by a partisan government, regardless of the party, it is right to be skeptical as to motivations. Minto has not had a problem with turnout so people seem to vote even if they think their candidate may not win. Campaigns are rarely negative in Minto, and seldom do candidates "drop out" of the race even if they feel the vote might split.

Looking back it is remarkable how much a Council reflects the community. The vast majority of people elected have the interests of all local residents in mind, not just those that voted for them. These Councils have built communities that are the envy of the world, elected with traditional voting methods in open, transparent and fair competitions with few problems.

Even the Federal Government has "backed off" on election reform on the basis that it is no longer needed due to public satisfaction with the government. Staff believes there is satisfaction with the way municipal elections currently run and does not support a ranked ballot in 2018.

#### FINANCIAL CONSIDERATIONS.

A ranked ballot system requires electronic tabulation and additional options to count ranked ballots. This will increase the current cost of \$30,000 by at least 50% or more.

#### **RECOMMENDATION**

That Council receives the Municipal Elections Act Regulation 310/16 Ranked Ballots report from the C.A.O. Clerk and Deputy Clerk dated October 12, 2016 and confirms that the Town of Minto will not use ranked ballots for the 2018 election.

Annilene McRobb Deputy Clerk Bill White C.A.O. Clerk



TOWN OF MINTODATE:October 24, 2016REPORT TO:Mayor and CouncilFROM:Bill White, C.A.O. ClerkSUBJECT:AMO "What's Next Ontario" Resolution

# STRATEGIC PLAN:

12.7 Demonstrate innovation in all aspects of municipal business acknowledging the importance of training, succession planning, transparency, communication and teambased approaches to municipal operations.

#### BACKGROUND

At the 2016 Association of Municipalities of Ontario conference in August, AMO staff presented information on a \$3.6 billion shortfall between municipal government revenues and expenses. This shortfall is expected even if municipal tax increases follow inflation for the next 10 years. This gap includes funding capital needs expressed in various Asset Management Plans across the Province, and is now referred to the Infrastructure Gap.

During the presentation AMO staff reviewed options currently available to municipalities including raising property taxes above inflation, increasing user fees or sharing services. Minto has done all three things in the last five years to help address its infrastructure gap. Between 2011 and 2016 the Town will have spent in the range of \$27 million on capital work, and has identified capital need for \$17.5 million through 2020. This is funded by a combination of tax supported capital, grants, borrowing and reserve contributions, but has impacted on reserve and borrowing amounts to the point where Town fiscal policies will be challenged in the future.

AMO believes the Province should help municipalities fund their infrastructure deficit by helping reduce costs by addressing joint and several liability and turning municipal savings into infrastructure contributions, increasing transfers to municipalities (which has been accomplished in various programs to some degree), and fixing arbitration processes that dramatically increased police and fire wages (not a serious budget impact in Minto). Beyond that AMO staff talked about options for unique revenue sources already used in Toronto being made to other municipal jurisdictions.

The City of Toronto Act provides Canada's largest municipality with a number of revenue generating tools not available to any other municipalities including authority to charge a levy for alcoholic beverages, entertainment and amusement, motor vehicle ownership registration, parking, road tolls and tobacco. This spring KPMG reported to the City of Toronto on how they might capture these taxes, and suggesting they seek new authority from the Province to implement a development levy, hotel tax, parking sales tax, municipal income tax (business income and personal income); and municipal sales tax. Even though these options are available, the issue is the impact on the economy of province wide municipal tolls and taxes.

AMO has set up an advisory committee to consider the fiscal gap and make recommendations on how it might be addressed. The "What's Next Ontario" resolution below supports AMO's initiative is provided for Ontario municipalities to support:.

WHEREAS recent polling, conducted on behalf of the Association of Municipalities of Ontario indicates 76% of Ontarians are concerned or somewhat concerned property taxes will not cover the cost of infrastructure while maintaining municipal services, and 90% agree maintaining safe infrastructure is an important priority for their communities; AND WHEREAS infrastructure and transit are identified by Ontarians as the biggest problems facing their municipal government;

**AND WHEREAS** a ten-year projection (2016-2025) of municipal expenditures against inflationary property tax and user fee increases, shows there to be an unfunded average annual need of \$3.6 billion to fix local infrastructure and provide for municipal operating needs;

**AND WHEREAS** the \$3.6 billion average annual need would equate to annual increases of 4.6% (including inflation) to province-wide property tax revenue for the next ten years; **AND WHEREAS** this gap calculation also presumes all existing and multi-year planned federal and provincial transfers to municipal governments are fulfilled;

**AND WHEREAS** if future federal and provincial transfers are unfulfilled beyond 2015 levels, it would require annual province-wide property tax revenue increases of up to 8.35% for ten years;

AND WHEREAS Ontarians already pay the highest property taxes in the country; AND WHEREAS each municipal government in Ontario faces unique issues, the fiscal health and needs are a challenge which unites all municipal governments, regardless of size;

**NOW THEREFORE BE IT RESOLVED** that this Council supports the Association of Municipalities of Ontario in its work to close the fiscal gap; so that all municipalities can benefit from predictable and sustainable revenue, to finance the pressing infrastructure and municipal service needs faced by all municipal governments.

## COMMENTS:

In June Council passed the Town's Fiscal Accountability Policy along with its Code of Conduct and Transparency Policies. The Policy has the following general principles:

- Apply short and long term budgeting tools, financial plans and asset management practices to support infrastructure in a balanced and sustainable fashion
- Bring forward low to moderate user fee, rate and property tax increases that respect ratepayers ability to pay
- Show "value for money" by maintaining tangible capital assets and by pursuing partnerships with other municipalities, governments and other entities.
- Capital budget should look at asset management plans, five year needs, grant programs and the capacity to complete capital works when making decisions on projects.
- Sustain sufficient reserves to cover two years of operations or twice the annual tax supported budget (on track current estimate about \$8.8 million)
- Ensure total annual borrowing is less than total annual reserves if possible and practical unless borrowing or reserves are needed to obtain senior government grant programs ( on track reserves \$8.8 million borrowing excluding lending to hospital below \$8.8)

It will be a challenge to continue to fund an added \$17.5 million in capital work through 2020 and comply with the Town's fiscal policy. The amount of annual capital needed to support asset depreciation and properly maintain infrastructure is between \$2.5 million and \$6.8 million annually. While increases in formula based infrastructure funding through OCIF has helped, and the Town has been successful in merit based applications through various programs, continuing to match and fund need infrastructure work is a huge challenge. To continue to work within the Town's fiscal policy, Council should support AMO's resolution to allow them to work with the Province toward "predictable and sustainable revenue".

#### **FINANCIAL CONSIDERATIONS:**

Future predictable and sustainable revenue to the Town will depend in part in AMO's success in talks with the Province. The Town should continue to assess its budget needs in context with its newly approved Fiscal Accountability Policy to protect the short and long term financial position of the Town.

#### **RECOMMENDATION:**

That Council receives the C.A.O. Clerk's October 24, 2016 report AMO "What's Next Ontario" Resolution, and that the resolution outlined be supported and forwarded to Association of Municipalities for Ontario.

Bill White, C.A.O. Clerk



TOWN OF MINTODATE:October 21, 2016REPORT TO:Mayor and CouncilFROM:Bill White, C.A.O. ClerkSUBJECT:Annual Conferences, ROMA Delegation Request

# STRATEGIC PLAN:

- 5.1 Actively and professionally seek out Federal and Provincial grants and revenuesharing programs, and promote sustainable and equitable funding programs that require a minimal amount of reporting and promote local accountability.
- 12.7 Demonstrate innovation in all aspects of municipal business acknowledging the importance of training, succession planning, transparency, communication and teambased approaches to municipal operations.

#### BACKGROUND

This report provides information on major conferences for Council and assesses options for delegations at the upcoming ROMA Conference.

#### Major Conferences

When the Ontario Good Roads Association and Rural Ontario Municipal Association conference split after 16 years together, it changed educational opportunities for Council. The OGRA ROMA combined conference was similar in size to the Association of Municipalities event but tended to have a focus on smaller rural municipalities. The combined conference was good for Council and the C.A.O. Clerk as it provided a venue for both rural and road/transportation issues.

Public Works Director and staff will attend OGRA instead of ROMA, but members of Council must choose from a list that includes Ontario Small Urban Municipalities (OSUM), Federation of Canadian Municipalities (FCM) and Association of Municipalities of Ontario (AMO). In addition to the annual economic development conference for Ontario (EDCO) in February, both the national (EDAC) and international (IEDC) conferences are in Ontario this year, which provides a unique chance to attend with people. The following is a schedule and location for major educational events:

5	Location	Dates	Theme
ROMA	Toronto	January 29-31	ROMA Speaks
EDCO	Toronto	February 7-9	Marriott Eaton Centre
OGRA	Toronto	Feb. 26 – March 1	Leadership Matters
OSUM	Blue Mountain	May 2-5	Rural Embraces Urban
FCM (National)	Ottawa	June 1-4	Nation Builders
AMO	Ottawa	August 13-16	ТВА
EDAC (National)	Niagara Falls	September 9 -12	ТВА
IEDC (International)	Toronto	September 17-20	Sheraton Centre

There is space in the ROMA conference hotel if members of Council still wish to attend.

#### Delegations at ROMA

In the last six years the Town has had 17 delegations on a variety of topics including streamlining and accountability, joint and several liability, infrastructure and connecting link

funding, source water protection, rental tax rebates, economic development funding and similar. Town representatives have spoken to the Premier (when she was Minister of Municipal Affairs), Deputy Premier, two Attorneys General, and several Ministers (Environment, Municipal Affairs, Infrastructure etc.) over the years.

Delegations are allowed at ROMA if submissions are filed by November 14. So far the Mayor and C.A.O. Clerk will be at ROMA to present if a delegation is given. Unfulfilled Town delegation requests include cap and trade funding, PTSD legislation, private sewage approval process, and access to Provincial Gas Tax. The Attorney General dismissed the joint and several liability issues at AMO in 2016 in favour of alternatives that would help address municipal insurance premiums.

## COMMENTS:

Regarding conferences the annual AMO event now becomes more of a focal point with the split of OGRA ROMA. This is the largest annual municipal event and a good chance to meet with provincial and municipal leaders. When FCM occurs in Ontario, members should consider the program as it has a different focus than AMO. Attending this event supports Mayor Bridge on the FCM Board.

Councillor Elliott has been on the Board of OSUM since 2012. Members of Council who attended OSUM over the years found it beneficial. The Town has not had a delegation at this event, although the program has hosted a number of Ministers and speeches by the Premier and opposition. With the spilt of OGRA and ROMA there are now three similarly sized events for Council to choose. There is an opportunity to attend national and international economic development conferences in Ontario in 2017, which may be of interest to members on the Committee.

Members of Council can attend events of their choice within their prescribed budget. The cost of each event varies depending on travel distance and length of time, but this means typically two major events and one smaller day event could be covered within budget. At the 2017 budget Council can assess the adequacy of funding for this type of event. It is suggested Council attempt to have representation at OSUM, OGRA and ROMA. Staff can assist with registration and accommodation.

As far as delegations at ROMA, Council might request a delegation with the Attorney General on joint and several liability, or attempt a delegation on this issue at FCM in favour of a more national approach. There are enough infrastructure programs available with a combination of merit and formula based funding to suggest a delegation to allow access to Provincial Gas Tax may have little traction. A delegation asking the Province to provide detail on cap and trade programs may be in order, but concern arises that very little substance might be forthcoming from the Minister at this time.

The Town has success with its delegations by offering a clear overview of the problem and solutions or options for Minister's to consider. This has made Minto a strong voice for rural municipalities consistent with the Town's Strategic Plan.

# FINANCIAL CONSIDERATIONS:

Budgets for such events range from \$3,500 for Councillors, \$4,800 Deputy Mayor and \$5,000 for Mayor. Overall Council stays within its total allocated budget for these events.

# **RECOMMENDATION:**

That Council receives the C.A.O. Clerk's October 21, 2016 report regarding Annual Conferences, ROMA Delegation Request as information.

Bill White, C.A.O. Clerk



TOWN OF MINTODATE:October 14, 2016REPORT TO:Mayor and CouncilFROM:Bill White, CAO/ClerkSUBJECT:Solar Installations; German Solar former CN Lands

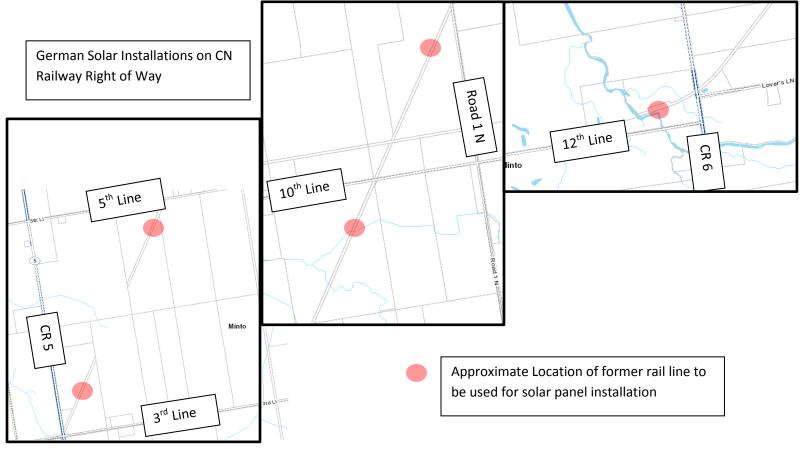
# STRATEGIC PLAN:

10.11 In partnership with private business host solar power initiatives on Town land that encourage local investment keeping in mind community impacts, and Provincial policy. Support on a case by case basis investment in solar energy on private lands where compatible with community interests are addressed.

#### BACKGROUND

In 2012 and 2013, the Town unsuccessfully submitted 8 sites under feed in tariff (FIT) rules for solar installations less than 500 kW. In May 2015 guidelines published for FIT 4.0 allowed the Town to again submit its 8 sites, and finally contract offers were received in 2016. FIT 4.0 required municipalities in the program pass a "blanket resolution" supporting other solar projects so that they may receive priority points under the program. The Town passed a blanket resolution June 16, 2015 which expired one year later.

Guidelines for FIT 5.0 are now published which allow for new solar applications under 500kW starting October 31, 2016. German Solar proposes five installations on former rail lands at shown below:



The applicants will install along the rail lines in double or single row configurations as illustrated in the pictures below and outlined in their presentation.





Double Row Configuration

Single Row Configuration

If a contract offer is received for ground mount installation typically there is a public process involved before panels can be installed. Passing the requested resolution should not prevent the Town from commenting on the specifics location of the panel rows if this is a concern to Council.

The following is a sample resolution provided by German Solar. While it is not a blanket resolution this time, it does limit the Town support to allowing the project to receive priority points and not any other approval or purpose.

[AND WHEREAS]	(insert the legal name of the Applicant) (the "A	Applicant") proposes to construct and operate a
	(insert description of Project, including Renewable Fuel (e.g., Ro	ooftop Solar, Biogas, etc.))
(the "Project") on _	(insert the PIN or legal description of the Prop	perty(ies)) (the "Lands") in
	(insert the name of the Local Municipality)	under the province's FIT Program;
	Applicant has requested that Council of (insert the council's support for the construction and operation of the Project	
indicate by resolution [AND WHEREAS] pur		ct on the Property. ceive the formal support of Local Municipalities will
indicate by resolution [AND WHEREAS] pur be awarded Priority F	Council's support for the construction and operation of the Project suant to the FIT Rules, Version 5.0, Applications whose Projects rec	ct on the Property. ceive the formal support of Local Municipalities will
indicate by resolution [AND WHEREAS] pur be awarded Priority F [NOW THEREFORE B	Council's support for the construction and operation of the Project suant to the FIT Rules, Version 5.0, Applications whose Projects rec Points, which may result in the Applicant being offered a FIT Contra	ct on the Property. ceive the formal support of Local Municipalities will act prior to other Persons applying for FIT Contracts;

# COMMENTS:

The C.A.O. Clerk met with the Chief Building Official and Public Works director regarding this proposal. Generally there was no concern with the application so long as further detail came forward on the layout and look of the site. While the installations on former rail lines in the north of Minto will not likely be visible to the public, the project between the 3<sup>rd</sup> and 5<sup>th</sup> Line east of CR 5 may be visible from municipal roads in some cases. The single or double row configuration makes sense and will allow access to maintain the panels.

The Town had has provided support resolutions for SARJ Equipment in Palmerston and the Fisher family for microFIT some years back. In 2013 The Town opposed an application for a 10MW \$40 million solar farm on 6396 16<sup>th</sup> Line, Part Lots 13, 14, Concession 17. It was these large renewable projects that were suspended by the Province September 26, 2016. Passing the municipal support resolution would not affect the Town's concerns about a 10MW solar farm where it to be proposed again. The Town is still on record as not a willing host for industrial wind turbines; passing the municipal support resolution under FIT 5.0 does not impact on this position.

## FINANCIAL CONSIDERATIONS:

There are no financial considerations with passing the support resolution.

#### **RECOMMENDATION:**

That Council receives the C.A.O. Clerk's October 14, 2016 report, Solar Installations; German Solar former CN Lands, and that the required municipal support resolution be provided as needed as generally outlined as follows:

**WHEREAS** Capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0

AND WHEREAS GSC RP 15 LP, a subsidiary of German Solar Corporation (the "Applicant") proposes to construct and operate <u>a Non-Rooftop Solar Project</u> (the "Project") <u>on various</u> former rail lands (the "Lands") in <u>the Corporation of the Town of Minto</u> under the Province's FIT Program;

AND WHEREAS, the Applicant has requested that the Council of <u>the Corporation of the</u> <u>Town of Minto</u> indicate by resolution that the Project on the Property.

AND WHEREAS pursuant to the FIT Rules, Version 5.0. Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

**NOW THEREFORE BE IT RESOLVED THAT:** Council of <u>the Corporation of the Town of Minto</u> supports construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

Bill White, C.A.O. Clerk

TOWN OF MINTO



DATE:October 25, 2016REPORT TO:Mayor and CouncilFROM:Gordon Duff, TreasureSUBJECT:Wellington County Debenture 2016

# 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:**

Council adopted the 2016 budget on March 29, 2016. On August 26, 2016 a Report was brought forward outlining revisions to the capital budget and proposed borrowing alternatives. Additional funds are necessary to cover the increased scope of the Jane and Inkerman Streets infrastructure upgrades. The revised capital budget was passed by By-Law on October 4, 2016.

# COMMENTS:

Discussions were held with the County of Wellington Treasurer and other lower tier finance staff. The County and the Town of Erin, as well as the Township of Guelph-Eramosa are all interested in issuing debentures this fall in addition to the Town of Minto. The total proposed amount to borrow is \$8,913,200 of which the Town of Minto's share is \$1,120,000. There is generally a cost savings in terms of legal expenses and financial agent costs when several municipalities work on a joint borrowing debenture. Staff works with our long-time financial solicitor, Borden Ladner Gervais, to prepare the necessary documentation. This report and related by-law is our formal request to the County of Wellington to borrow money on behalf of the Town of Minto. Supporting documentation has been forwarded to the County and legal counsel.

## FINANCIAL CONSIDERATIONS:

The servicing costs for this debenture will be reflected in the operating budgets starting in 2017 over the ten year term of the loan. 38% of these costs relate to water and wastewater infrastructure.

## **RECOMMENDATION:**

The Council accepts the Treasurer's October 25th<sup>th</sup> 2016 Wellington County Debenture report and considers the passage of the related By-law in Regular Session.

Gordon Duff Treasurer



TOWN OF MINTODATE:October 28, 2016REPORT TO:Mayor and CouncilFROM:Gordon Duff, TreasurerSUBJECT: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 October 28, 2016:

Administration People & Property Health & Safety Health Services	\$ 274,378.30
Building	4,091.02
Economic Development	11,102.66
Incubator	284.50
Tourism	1,174.74
Fire	15,664.43
Drains	
Roads	129,248.06
Cemetery	2,053.30
Streetlights	994.22
Waste Water	12,428.74
Water	16,186.75
Minto in Bloom	190.49
Recreation	5,938.59
Clifford	4,649.72
Harriston	6,885.70
Palmerston	24,970.85
Norgan	1,756.06

\$ 511,998.13

#### 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 October 28, 2016, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for September and October 2016.

Gordon Duff, Treasurer



DATE: TO: FROM: SUBJECT:

# STRATEGIC PLAN:

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

## BACKGROUND

January 5 2016, Council considered a report about Ultra Rib Pipe installed throughout Clifford back in early 1990's. At that time Council learned, "Ultra-Rib pipe" is no longer a recommended installation in urban areas. When connection is made to "Ultra-Rib pipe" installers must core into the wall to connect laterals (PDC"S) reducing the pipe's strength causing it to lose conformity and eventually collapse. Where connections have been made the design life is considerably less than the 50 year expectancy especially when there are multiple connections and the sewer is very deep. The following resolution was passed:

THAT Council receives the report from the Public Works Director regarding Clifford Ultra Rib Pipe Sanitary Sewer Mains and approves adding an additional \$50,064 plus HST to the Ann Street reconstruction contract to replace the Ultra Rib Pipe; AND FURTHER that the Public Works Director develop a strategy to re-line and replace sanitary mains in Clifford over the next few years to help alleviate future threats of pipe failure.

In 2016 the ultra-rib sewer main was replaced with PDC pipe on Ann Street from Allan St to Queen St in Clifford. Along with this section of main several relining's were installed in the sanitary system in Clifford to help extend the life cycle of the mains. During this process all PDC connections were relined up to the property line which eliminates infiltration at the connections points as well. The process of re-lining adds strength to the existing sanitary main which in turn adds life expectancy to the pipe helping to prevent future failure. This report outlines the strategy for remaining ultra-rib pipe in Clifford.

#### **COMMENTS**

The proposed policy/strategy could be added to the Town's servicing standards as follows: *Purpose:* 

- 1. Ensure "ultra-rib" piping is not installed in the Town's sanitary sewer collection system unless specifically recommended by the Town's consulting engineer.
- 2. Replace existing "ultra-rib" pipe during major roadway reconstructions and/or watermain replacement were reasonable and cost effective do so.
- 3. Outline conditions and requirements where "ultra-rib" piping may be "relined" rather than replaced.
- 4. Detail connection requirements to existing "ultra-rib" piping if the Town at its sole discretion permits connection without replacement.

#### Background

"Ultra-rib" pipe was installed as the main sanitary sewer collection pipe for the former Village of Clifford. The Town has found that "ultra-rib" has only been suitable in Clifford under

certain limited circumstances. This policy provides a cost effective strategy to make reasonable use of existing "ultra-rib" if possible with a view to mitigating unnecessary cost to the Town's waste water collection system.

#### Replacement

The Town will replace ultra-rib sanitary sewer mains on all streets during road major reconstruction or watermain replacement where excavation will occur within close proximity to the sanitary sewer main unless the main is not expected to be disturbed or exposed to future connections and the condition is such that replacing would be cost prohibitive. Town staff in consultation with the municipal consulting engineer acting reasonably.

#### Connections

Where a developer proposes more two or more connections within a 15 metres or where one connection is proposed to a sanitary main more than 3.0 meters deep, the private developer shall replace all "ultra-rib" pipe within the frontage of the developer's lands. The extent of the "ultra-rib" pipe to be replaced in these situations shall be determined by Town staff in consultation with the municipal consulting engineer acting reasonably.

If the Town at its sole discretion permits connection to "ultra-rib" pipe the connection shall be made using "T-Liner" or other approved materials and according to the most recent industry accepted standard to the satisfaction of the Town in consultation with the municipal consulting engineer acting reasonably.

Ultra rib piping is not permitted in new subdivisions or roadway sections where sanitary sewer is to be installed by a developer or by the Town.

#### Re-lining Ultra-rib

As an alternative to replacing ultra-rib piping, Town staff will budget to re-line sections of existing ultra-rib sanitary sewer. The intent of re-lining is to reduce inflow and infiltration and extend the useful life of an existing ultra-rib piping.

The Town will budget to proactively re-line sections of sanitary sewer main not identified for reconstruction within a five year period. Sections will be identified during the capital budget process based on an assessment of the useful life of the asset and the specific conditions of the section of pipe.

The Town may require a developer to pay the cost of re-lining sections of sanitary sewer that service a private development and would not have otherwise been scheduled for re-lining. In such cases the developer shall pay all or a portion of the cost of re-lining as determined by the Town in consultation with the municipal consulting engineer acting reasonably.

#### **FINANCIAL IMPLICATIONS**

Money should be allocated for sewer lining as part of future budgets.

#### **RECOMMENDATION**

That Council receives the report from the Public Works Director Clifford Ultra Rib Pipe Sanitary Sewer Mains Strategy and approves the policy outlined in the report and that funds be considered in budget to implement the strategy as outlined.

Brian Hansen, Director of Public Works

# The Corporation of the Town of Minto By-law Number 2016-81

# To authorize an application by the Corporation of the Town of Minto (The Applicant) to the Corporation of the County of Wellington to incur debt and issue debentures in respect of capital works of the Applicant Municipality

WHEREAS subsection 401(1) of the *Municipal Act, 2001*, as amended (the "**Act**") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 401(2)(a) of the Act provides that the municipal purposes referred to in subsection 401(1) include, among other purposes, in the case of an upper-tier municipality, the purposes or joint purposes of one or more of its lower-tier municipalities;

AND WHEREAS subsection 404(1) of the Act provides that a municipality may incur debt and issue debentures for another municipality under subsection 401(2)(a) only if the other municipality applies to the municipality and the municipality agrees;

AND WHEREAS subsection 408(2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS The Corporation of the County of Wellington (the "Uppertier Municipality"), has indicated that it is prepared to incur debt and issue debentures pursuant to section 404 of the Act in respect of the capital works of the Applicant Municipality (individually a "Capital Work", collectively the "Capital Works") set out in Schedule "A" attached hereto and forming part of this By-law ("Schedule "A"") on the basis that the Upper-tier Municipality will issue debentures (the "Debenture Issue") on its own behalf and on behalf of any one or more of its lower-tier municipalities (collectively the "Applicant Municipalities");

AND WHEREAS National Bank Financial Inc. ("NBF") and RBC Dominion Securities Inc. will be or have been appointed as the Upper-tier Municipality's fiscal agents (with NBF as the lead manager of the fiscal agents) in connection with the Debenture Issue; AND WHEREAS in connection with the Debenture Issue, the Upper-tier Municipality and the Applicant Municipalities have authorized or are expected to authorize the issue of debentures for the respective capital works of the Upper-tier Municipality and each of the Applicant Municipalities, including the Capital Works;

AND WHEREAS the Applicant Municipality deems it to be expedient to participate in the Debenture Issue and accordingly deems it to be appropriate to apply to the Council of the Upper-tier Municipality pursuant to section 404 of the Act requesting the Upper-tier Municipality to incur debt and issue debentures of the Upper-tier Municipality in respect of the Capital Works to be long-term financed through the Debenture Issue or, as NBF and the Upper-tier Municipality may otherwise determine to be appropriate, as set out below;

AND WHEREAS NBF and the Upper-tier Municipality, in consultation with the Applicant Municipality, may determine that, based on current market conditions, it is appropriate to reduce the principal amount of the debenture issue to an amount less than the maximum aggregate principal amount of \$1,120,000 and in this connection the Treasurer of the Applicant Municipality will provide the Upper-tier Municipality with written confirmation that for purpose of the Debenture Issue it is appropriate for the Upper-tier Municipality to issue debentures on behalf of the Applicant Municipality in a specified lesser principal amount;

AND WHEREAS before authorizing the Capital Works the Applicant Municipality had its Treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to authorizing each Capital Work and before authorizing any additional cost amounts and any additional debenture authorities in respect thereof (if any), the Treasurer determined that the estimated annual amount payable in respect of each Capital Work, each such additional cost amount and each such additional debenture authority would not cause the Applicant Municipality to exceed the updated limit and that the approval of each Capital Work, each such additional cost amount and each such additional debenture authority by the Ontario Municipal Board was not required;

NOW THEREFORE THE CORPORATION OF THE TOWN OF MINTO ENACTS AS FOLLOWS:

1. The application to the Council of the Upper-tier Municipality requesting the Council of the Upper-tier Municipality to incur debt and issue debentures for the Applicant Municipality in respect of the Capital Works in 2016 in the maximum principal amount of \$1,120,000 (the "Debentures") or, in such reduced principal amount as NBF and the Upper-tier Municipality may otherwise determine to be appropriate up to a maximum term of years as specified in Schedule "A", is hereby approved and this By-law constitutes such application.

- 2. In the event that NBF and the Upper-tier Municipality determine that, based on current market conditions it is appropriate to reduce the maximum principal amount of the Debentures, the Treasurer of the Applicant Municipality is hereby authorized to provide the Upper-tier Municipality with written confirmation that for purposes of the Debenture Issue it is appropriate for the Upper-tier Municipality to issue the Debentures for the Applicant Municipality in the specified lesser principal amount.
- 3. The Treasurer of the Upper-tier Municipality is hereby authorized to negotiate and settle, on the Applicant Municipality's behalf with NBF, subject to the provisions hereof, the terms and conditions in respect of the Debentures, including, without limitation, the applicable rate(s) of interest, the type(s) of debentures and any other aspect relating to the pricing of the Debentures, all as such Treasurer considers appropriate and expedient.

Read a First, Second and Third Time and Finally Passed this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

# The Corporation of the Town of Minto Schedule "A" to By-law Number 2016-81

Capital Work	Loan Amount	Maximum Term of Years
6 <sup>th</sup> Line Resurfacing	\$190,000	10
Structure E Guiderails	\$ 60,000	10
upgrades		
Jane and Inkerman Sts-road,	<u>\$870,000</u>	10
water & sewer work		
	<u>\$1,120,000</u>	

# The Corporation of the Town of Minto By-law Number 2016-82

# Execute a Public Facilities Limited Use Agreement with the Clifford Vitality Group

**WHEREAS** under Section 8 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 the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with the Clifford Vitality Group,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with the Clifford Vitality Group attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

#### Town of Minto By-Law No. 2016-82 Schedule A Page 1 of 3

#### PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto. BETWEEN:

#### THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

#### AND

#### THE CLIFFORD VITALITY GROUP

# Hereinafter referred to as the "User" of the SECOND PART.

#### **WHEREAS:**

- A. The Town is the owner and operator of the Clifford Hall.
- B. The User wishes to use the Clifford Hall being described as the hall for their activities, namely coffee hours on Thursdays and card parties bi-weekly on Mondays.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1<sup>st</sup>, 2016 August 31<sup>st</sup>, 2019 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. *Use Rights.* The User agrees to the following conditions:
  - a. Rent the aforementioned facility for coffee hours and card parties.
  - b. Each rental will be scheduled with the Recreation Facilities Manager or designate at the beginning of each calendar year.
  - c. Adherence to the Town of Minto Recreation Department's facility rental agreement.
  - d. If the Town has the opportunity to book the Clifford Hall for the full rental fee that booking will take precedence over the User's booking for that day.
- 2. *Charges.* The User agrees to the following conditions:
  - a. Pay the Town a daily rate of \$15.00 for coffee hours.
  - b. Pay the Town a daily rate of \$30.00 for card parties.
  - c. All amounts are subject to applicable taxes.

- 3. <u>Payments Due/Interest on Overdue Payments.</u> Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
- 4. <u>*Parking and Access.*</u> The User and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
- 5. <u>No Town Sponsorship/Responsibility.</u> The User acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the User's activities and is just providing space for the User to conduct its activities basis.
- 6. <u>*Housekeeping.*</u> The User shall not be responsible for janitorial services for the auditorium either before or after each rental.
- 7. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the User or the User's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
- 8. <u>Insurance.</u> The User should while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage up to \$2,000,000.00, and every such policy or policies of insurance shall provide cross-liability coverage.
- 9. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the User. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 10. *Not Assignable.* This Agreement shall not be assigned or transferred by the User to any other person, business or corporation whatsoever.
- 11. <u>No Registration</u>. The User shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.

- 12. <u>Freedom of Information.</u> The Town discloses and the User acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.
- 13. <u>*Carryover.*</u> In the event that the User continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.
- 14. <u>Notice to User</u>. Any notice that the Town determines to give to the User regarding this Agreement may be given in writing by personal delivery to the User or by prepaid registered post sent to the User's last mailing address known to the Town.

# SIGNED BY THE USER this 1<sup>st</sup> day of November, 2016.

# **CLIFFORD VITALITY GROUP**

Per:

Arthena Underwood

I have the authority to sign on behalf of the User.

# SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

# THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George A Bridge

Per:

C.A.O. Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-law Number 2016-83

# Execute a Public Facilities Limited Use Agreement with the Harriston Curling Club

**WHEREAS** under Section 8 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 the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with the Harriston Curling Club,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with the Harriston Curling Club attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

#### Town of Minto By-Law No. 16-83 Schedule A Page 1 of 4

# PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto. BETWEEN:

#### THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

#### AND

## THE HARRISTON CURLING CLUB

# Hereinafter referred to as the "Club" of the SECOND PART.

#### **WHEREAS:**

- A. The Town is the owner of the Harriston-Minto Community Complex including its curling surface, lounge, storage areas, kitchen, change rooms and bar area.
- B. The Club wishes to use the aforementioned facilities for their activities, namely curling.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1<sup>st</sup>, 2016 August 31<sup>st</sup>, 2019 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. <u>Use Rights.</u> The Club agrees to the following conditions:
  - a. Rent the aforementioned facilities, generally October March, each calendar year.
  - b. Liaise with the Recreation Facilities Manager or designate regarding curling start and end dates and to discuss any other pertinent information.
- 2. <u>*Charges.*</u> The Club agrees to the following conditions:
  - a. The Club agrees to pay a monthly rental fee of two thousand eight hundred fifty dollars and five cents (\$2833.05), plus the rate of the annual October CPI or 2%, whichever is less, compounded annually, for the 2016-17, 2017-18 and 2018-19 curling seasons.
  - b. The Club's opening and closing months will be prorated by the numbers of days in that month that the curling refrigeration equipment was in operation.
  - c. Invoicing will occur two months after the first billable month.
  - d. The Club agrees to pay all metered natural gas costs.
  - e. The Town agrees to pay all electrical, water and sewer costs.
  - f. All amounts are subject to applicable taxes.

- 3. <u>Payments Due/Interest on Overdue Payments.</u> Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
- 4. <u>*Parking and Access.*</u> The Club and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
- 5. <u>No Town Sponsorship/Responsibility.</u> The Club acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the Club's activities and is just providing space for the Club to conduct its activities basis.
- 6. <u>Housekeeping.</u> The Club shall be responsible for janitorial services and minor repairs during the time period that they rent. Two inspections shall occur by representatives of the Town and the Club prior to the start of the curling season and immediately following the curling season annually. The Club agrees to keep all exits free of obstruction and maintain a safe facility. The Town agrees to provide for snow removal at the curling exits.
- 7. <u>*Maintenance.*</u> The Club shall be responsible for completing the required ice maintenance on the curling surface, including the installation and removal of the ice. All maintenance work in any portion of the curling club will be paid for by the Club.
- 8. <u>*Refrigeration Equipment.*</u> All costs associated with any capital upgrades carried out on the refrigeration system that services the curling surface shall be split as follows: 25% payable by the Club and 75% payable by the Town.
- 9. <u>Other Equipment.</u> All costs associated with any repairs, service work or capital upgrades carried out on equipment in the lounge, storage areas, kitchen, change rooms, bar area and ice surface shall be paid by the Club. If the Town wishes to use heaters owned by the curling club, a fifty dollar (\$50.00) per day payment will be made to the Club by the Town. If the Town wishes to rent the major kitchen facilities, the Town's kitchen rental rates and procedures will be applied and payable to the Club.
- 10. <u>Third Party Use:</u> The Town reserves the right to rent any portion of the curling club during the non-curling season and retain all associated revenues. The Club reserves the right to rent any portion of the curling club during the curling season and retain all associated revenues. The Club must notify the Town of any curling season rentals that are greater than three days in length.
- 11. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the Club or the Club's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.

- 12. <u>Insurance.</u> The Club shall while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage up to \$2,000,000.00, and every such policy or policies of insurance shall provide cross-liability coverage.
- 13. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the Club. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 14. *Not Assignable.* This Agreement shall not be assigned or transferred by the Club to any other person, business or corporation whatsoever.
- 15. *No Registration.* The Club shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
- 16. <u>Freedom of Information.</u> The Town discloses and the Club acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.
- 17. *Carryover.* In the event that the Club continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.
- 18. <u>Notice to Club.</u> Any notice that the Town determines to give to the Club regarding this Agreement may be given in writing by personal delivery to the Club or by prepaid registered post sent to the Club's last mailing address known to the Town.

# SIGNED BY THE CLUB this 1<sup>st</sup> day of November, 2016.

# HARRISTON CURLING CLUB

Per:

President Dwayne Koeslag

I have the authority to sign on behalf of the Club.

SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

# THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George A. Bridge

Per:

CAO/Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-law Number 2016-84

# Execute a Public Facilities Limited Use Agreement with the Harriston Lawn Bowling Club

**WHEREAS** under Section 8 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** the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with the Harriston Lawn Bowling Club,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with the Harriston Lawn Bowling Club attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

#### Town of Minto By-Law No. 16-84 Schedule A Page 1 of 3

## PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto.

# **BETWEEN:**

# THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

# AND

# THE HARRISTON LAWN BOWLING CLUB

# Hereinafter referred to as the "Club" of the SECOND PART.

# **WHEREAS:**

- A. The Town is the owner of the lands and building located at 43 Arthur St. W in Harriston.
- B. The Club is the operator of the lands and building located at 43 Arthur St. W in Harriston.
- C. The Club wishes to operate the aforementioned facilities for their group activities.
- D. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from January 1<sup>st</sup>, 2017 December 31<sup>st</sup>, 2018 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. *Use Rights.* The Club and Town agree to the following conditions:
  - a. The Club is the operator of the lands and building and all rentals will be booked through the Club's appropriate contact.
  - b. The Club is responsible for promoting and advertising the land and building.
  - c. A Town representative will be permitted to attend executive meetings of the Club as an ex-officio member.
- 2. *Charges.* The Club and Town agree to the following conditions:
  - a. The Club will collect and keep all revenues derived from usage and membership.
  - b. The Club will pay the Town zero dollars (\$0.00) for the use of the land and building, for property taxes and water service.

- 3. <u>Operational Costs.</u> The Club will be responsible for all of the operational costs of the land and building, including but not limited to: heat, hydro and grass cutting. The Club will perform minor maintenance on the hall and land. The Town will pay for the septic system and all associated costs.
- 4. <u>*Capital Costs.*</u> The Town shall be responsible for the capital, maintenance and repair costs of the facility for the habitation of the occupants including but not limited to: heating system, windows and roof. The Club shall be responsible for the capital, maintenance and repair costs of all lawn bowling equipment as well as furniture and fixtures in the facility for the quiet enjoyment of the Club and renters.
- 5. <u>No Town Sponsorship/Responsibility.</u> The Club acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the Club's activities and is just providing space for the Club to conduct its activities.
- 6. *Housekeeping.* The Club shall be responsible for custodial services for the building.
- 7. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the Club or the Club's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
- 8. <u>Insurance.</u> The Town will provide property and liability insurance to protect their interests as property owners. A list of all volunteers shall be maintained by the Club for insurance coverage purposes under the Town's policy.
- 9. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the Club. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 10. *Not Assignable.* This Agreement shall not be assigned or transferred by the Club to any other person, business or corporation whatsoever.
- 11. <u>No Registration</u>. The Club shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
- 12. <u>Freedom of Information.</u> The Town discloses and the Club acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.

- 13. <u>*Review of Terms.*</u> Review of all terms outlined in this agreement is permissible annually if requested by the Club or Town prior to the expiration of the term of this agreement.
- 14. <u>*Carryover.*</u> In the event that the Club continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.
- 15. <u>Notice to Club.</u> Any notice that the Town determines to give to the Club regarding this Agreement may be given in writing by personal delivery to the Club or by prepaid registered post sent to the Club's last mailing address known to the Town.

# SIGNED BY THE CLUB this 1<sup>st</sup> day of November, 2016.

### THE HARRISTON LAWN BOWLING CLUB

Per:

Ray Harris

I have the authority to sign on behalf of the Club.

# SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

### THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George A. Bridge

Per:

C.A.O. Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-law Number 2016-85

# Execute a Public Facilities Limited Use Agreement with the Mapleton-Minto 81's

**WHEREAS** under Section 8 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** the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with the Mapleton Minto 81's,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with the Mapleton Minto 81's attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

### Town of Minto By-Law No. 16-85 Schedule A Page 1 of 4

### PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto. BETWEEN:

### THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

#### AND

### **THE MAPLETON-MINTO 81'S**

# Hereinafter referred to as the "User" of the SECOND PART.

### WHEREAS:

- A. The Town is the owner and operator of the Palmerston & District Community Centre, Harriston Minto Community Complex, Clifford Arena, Clifford Hall namely its ice surfaces and auditoriums.
- B. The User wishes to use the arena ice surfaces, auditorium spaces and kitchens, for their group activities, which will occur primarily at the Palmerston & District Community Centre. The user also wishes to have exclusive use of Dressing Room 7 at the Palmerston & District Community Centre. When home games are being played the following weekend at the Palmerston & District Community Centre after Tuesday practices (from mid-September to the end of their hockey season each year), the user also wishes to have exclusive use of Dressing Room 6.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1, 2016 August 31, 2019 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. *Use Rights.* The User agrees to the following conditions:
  - a. Rent a minimum of 1.5 hours of ice at the adult rate per week from mid-September until the end of their season.
  - b. Rent one of the Town of Minto's Arena's ice surface and auditorium for games including exhibition, regular season and playoffs; namely the Palmerston & District Community Centre. All games will be charged a minimum of three hours.

- c. Provide all support staff required to properly host an event as per the Municipal Alcohol Policy if requested by Town staff.
- d. Help the Recreation Department promote the use of the ice surface at the Palmerston & District Community Centre if the User requires usage of the said ice surface after April 1<sup>st</sup>.
- e. Each rental will be scheduled with the appropriate Recreation Lead Hand at the beginning of each year.
- 2. *Charges.* The User agrees to the following conditions:
  - a. Pay the Town the most current adult ice rate for each ice surface rental. The adult ice rate will be \$124.00/hour for the 2016-17 ice season, \$126.00/hour for the 2017-18 ice season and \$128.00/hour for the 2018-19 ice season.
  - b. Pay the Town the most current rate for any use of the auditorium or arena floor, less one hundred dollars per rental. The Town will not charge the User for use of the kitchen during these rentals.
  - c. All amounts are subject to applicable taxes.
- 3. <u>Payments Due/Interest on Overdue Payments.</u> Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
- 4. <u>*Parking and Access.*</u> The User and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
- 5. <u>No Town Sponsorship/Responsibility.</u> The User acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the User's activities and is just providing space for the User to conduct its activities basis.
- 6. <u>*Housekeeping.*</u> The User shall not be responsible for janitorial services for the auditorium either before or after each rental.
- 7. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the User or the User's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
- 8. <u>Insurance.</u> The User should while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar

classes and activities, and liability insurance for bodily injury, death or property damage up to \$2,000,000.00, and every such policy or policies of insurance shall provide crossliability coverage.

- 9. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the User. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 10. *Not Assignable.* This Agreement shall not be assigned or transferred by the User to any other person, business or corporation whatsoever.
- 11. *No Registration.* The User shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
- 12. <u>Freedom of Information.</u> The Town discloses and the User acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and it may be released voluntarily or its release may be compelled under that Act.
- 13. *Licensed Events.* The Town agrees to the following conditions:
  - a. Provide the User a 20% gross revenue share for all liquor related functions based on total bar tickets sold per event.
  - b. Provide the User a 25% grant for all liquor related functions based on the total bar tickets sold per event.
  - c. Provide one bar staff to work and supervise each liquor related function.
  - d. Provide the User with a cashier report at the end of each liquor related event showing both the 20% gross revenue share and 25% grant.
- 14. *Licensed Events.* The User agrees to the following conditions:
  - a. Adhere to all provisions of the rental agreement.
  - Adhere to al applicable municipal policies, including the Town of Minto's Municipal Alcohol Policy and other related legislation.
- 15. *Carryover.* In the event that the User continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.

16. <u>Notice to User.</u> Any notice that the Town determines to give to the User regarding this Agreement may be given in writing by personal delivery to the User or by prepaid registered post sent to the User's last mailing address known to the Town.

SIGNED BY THE USER this 1<sup>st</sup> day of November, 2016.

### **MAPLETON-MINTO 81'S**

Per: \_\_\_\_\_ Rick Fisk

I have the authority to sign on behalf of the User.

SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

### THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George Bridge

Per:

C.A.O. Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-law Number 2016-86

# Execute a Public Facilities Limited Use Agreement with the Minto Broomball Tournament Promoters

**WHEREAS** under Section 8 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** the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with the Minto Broomball Tournament Promoters,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with the Minto Broomball Tournament Promoters attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

### Town of Minto By-Law No. 16-86 Schedule A Page 1 of 4

### PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto. BETWEEN:

### THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

### AND

### THE MINTO BROOMBALL TOURNAMENT PROMOTERS

Hereinafter referred to as the "User" of the SECOND PART.

### WHEREAS:

- A. The Town is the owner and operator of the Palmerston & District Community Centre, Harriston Minto Community Complex, Clifford Arena, Clifford Hall namely its ice surfaces and auditoriums.
- B. The User wishes to use the arena ice surfaces, auditorium spaces and kitchens, for their group activities.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from November 1<sup>st</sup>, 2016 October 31<sup>st</sup>, 2019 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. *Use Rights.* The User agrees to the following conditions:
  - a. Rent any of the three aforementioned facilities to host four (4) broomball tournaments per year, namely: the O.S.S. Broomball Tournament, the Palmerston League Tournament, the Harriston League Tournament and the Central Western Ontario Broomball Association Tournament (CWOBA).
  - b. Rent any of the aforementioned facilities' ice surface and auditorium for all of the Users tournaments as stated in 1a.
  - c. Provide all support staff required to properly host an event as per the Municipal Alcohol Policy if requested by Town staff.
  - d. Each rental will be scheduled with the appropriate Recreation Lead Hand at the beginning of each year.

- e. Adherence to the Town of Minto Recreation Department's Ice User Agreement, which is reviewed annually. The Town will provide a copy to the User annually in September.
- f. Adherence to the Town of Minto's Tournament Concession Policy regarding the sale of food items.
- 2. *Charges.* The User agrees to the following conditions:
  - a. Pay the Town the most current adult ice rate for each ice surface rental. The adult ice rate will be \$124.00/hour for the 2016-17 ice season, \$126.00/hour for the 2017-18 ice season and \$128.00/hour for the 2018-19 ice season.
  - b. Pay the Town the most current rate for any use of the auditorium, less one hundred dollars per rental. The Town will not charge the User for use of the kitchen during these rentals.
  - c. All amounts are subject to applicable taxes.
- 3. <u>Payments Due/Interest on Overdue Payments.</u> Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
- 4. <u>*Parking and Access.*</u> The User and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
- 5. <u>No Town Sponsorship/Responsibility.</u> The User acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the User's activities and is just providing space for the User to conduct its activities basis.
- 6. <u>*Housekeeping.*</u> The User shall not be responsible for janitorial services for the auditorium either before or after each rental.
- 7. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the User or the User's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
- 8. <u>Insurance.</u> The User should while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage

up to \$2,000,000.00, and every such policy or policies of insurance shall provide crossliability coverage.

- 9. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the User. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 10. *Not Assignable.* This Agreement shall not be assigned or transferred by the User to any other person, business or corporation whatsoever.
- 11. *No Registration.* The User shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
- 12. <u>Freedom of Information.</u> The Town discloses and the User acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.
- 13. *Licensed Events.* The Town agrees to the following conditions:
  - a. Provide the User a 20% gross revenue share for all liquor related functions based on total bar tickets sold per event.
  - b. Provide the User a 25% grant for all liquor related functions based on the total bar tickets sold per event.
  - c. Provide one bar staff to work and supervise each liquor related function.
  - d. Provide the User with a cashier report at the end of each liquor related event showing both the 20% gross revenue share and 25% grant.
- 14. *Licensed Events.* The User agrees to the following conditions:
  - a. Adhere to all provisions of the rental agreement.
  - Adhere to all applicable municipal policies, including the Town of Minto's Municipal Alcohol Policy and other related legislation.
- 15. *Carryover.* In the event that the User continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.

16. Notice to User. Any notice that the Town determines to give to the User regarding this Agreement may be given in writing by personal delivery to the User or by prepaid registered post sent to the User's last mailing address known to the Town.

SIGNED BY THE USER this 1<sup>st</sup> day of November, 2016.

### MINTO BROOMBALL TOURNAMENT PROMOTERS

Per:

Christine Lenselink - CWOBA

I have the authority to sign on behalf of the User.

Per:

Nicole Lenselink – O.S.S. Broomball Team

I have the authority to sign on behalf of the User.

Per:

Ed Meulenbelt - Harriston Broomball League

I have the authority to sign on behalf of the User.

Per:

Rick Lenselink - Palmerston Broomball League

I have the authority to sign on behalf of the User.

# SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

### THE CORPORATION OF THE TOWN OF MINTO

Per: \_\_\_\_\_ Mayor George A. Bridge

Per:

C.A.O. Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-law Number 2016-87

# Execute a Public Facilities Limited Use Agreement with Norwell District Secondary School

**WHEREAS** under Section 8 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** the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with Norwell District Secondary School,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with Norwell District Secondary School attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

### Town of Minto By-Law No. 2016-87 Schedule A Page 1 of 4

### PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto.

### **BETWEEN:**

### THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

### AND

### NORWELL DISTRICT SECONDARY SCHOOL

Hereinafter referred to as the "User" of the SECOND PART.

### WHEREAS:

- A. The Town is the owner and operator of the Palmerston & District Community Centre, namely its ice surface, the Barb Wright, Kinsmen & Lawrence Park Baseball Diamonds, soccer pitches and tennis courts. The Town is also the owner of the Harriston-Minto Community Complex and Clifford Arena.
- B. The User wishes to use the aforementioned facilities for their group activities mainly by physical education classes, instructional classes and the varsity hockey teams.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1, 2016 August 31, 2019 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. *Use Rights.* The User agrees to the following conditions:
  - a. Each rental will be scheduled with the appropriate Recreation Lead Hand.
  - b. Adherence to the Town of Minto Recreation Department's Ice User Agreement, which is reviewed annually. The Town will provide a copy to the User annually in September.
- 2. *Charges.* The User agrees to the following conditions:
  - Pay the Town an annual sum of one thousand dollars (\$1000.00) for the use of the ball diamonds, soccer pitches and tennis courts as listed above. This amount will be payable annually in September.
  - b. Pay the Town an annual sum of twenty five hundred dollars (\$2500.00) for the use of the ice surface per instructional class, based on 60 hours of usage per class.

- c. Pay the Town an hourly rate of forty dollars (\$40.00) for each hour of rented ice time between 9:00am 3:00pm on weekdays for physical education classes.
- d. Pay the Town an hourly rate of sixty dollars (\$60.00) for each hour of rented ice before 5:00pm on weekdays for varsity hockey teams.
- e. Pay the Town the applicable hourly minor sports rate for each hour of rented ice. The proposed minor sports hourly ice is as follows:

Ice Season	Weekdays after 5:00pm and Sundays	Saturdays
2016-17	\$101.00/hour	\$93.00/hour
2017-18	\$103.00/hour	\$95.00/hour
2018-19	\$105.00/hour	\$97.00/hour

- f. Charges outlined in 2b, 2c and 2d are also applicable at the Harriston-Minto Community Complex and Clifford Arena should their ice surfaces be required.
- g. All amounts are subject to applicable taxes except for instructional classes in 2b.
- 3. <u>Payments Due/Interest on Overdue Payments.</u> Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
- 4. <u>*Parking and Access.*</u> The User and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the arena during those times.
- 5. <u>No Town Sponsorship/Responsibility.</u> The User acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the User's activities and is just providing space for the User to conduct its activities basis.
- 6. <u>*Housekeeping.*</u> The User shall not be responsible for janitorial services for the auditorium either before or after each rental.
- 7. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the User or the User's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
- 8. <u>Insurance.</u> The User should while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage

up to \$2,000,000.00, and every such policy or policies of insurance shall provide crossliability coverage.

- 9. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the User. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 10. *Not Assignable.* This Agreement shall not be assigned or transferred by the User to any other person, business or corporation whatsoever.
- 11. *No Registration.* The User shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
- 12. <u>Freedom of Information.</u> The Town discloses and the User acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.
- 13. *Carryover.* In the event that the User continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.
- 14. <u>Notice to User.</u> Any notice that the Town determines to give to the User regarding this Agreement may be given in writing by personal delivery to the User or by prepaid registered post sent to the User to NDSS, 355 Cumberland St., Palmerston, ON N0G 2P0.

# SIGNED BY THE USER this 1<sup>st</sup> day of November, 2016.

# NORWELL DISTRICT SECONDARY SCHOOL

Per: \_\_\_\_\_ Paul Richard

Per:

Ian Strachan

We have authority to sign on behalf of the User.

# SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

## THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George Bridge

Per: \_\_\_\_

CAO/Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-law Number 2016-88

# Execute a Public Facilities Limited Use Agreement with the Palmerston Curling Club

**WHEREAS** under Section 8 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** the Corporation of the Town of Minto wishes to enter into a Public Facilities Limited Use Agreement with the Palmerston Curling Club,

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and directed to execute the Public Facilities Limited Use Agreement with the Palmerston Curling Club attached hereto as Schedule "A" and forming part of this By-law.
- 2. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 1st day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

### Town of Minto By-Law No. 16-88 Schedule A Page 1 of 4

### PUBLIC FACILITIES LIMITED USE AGREEMENT

This Agreement is made as of the date of signing on behalf of the Town of Minto. BETWEEN:

### THE CORPORATION OF THE TOWN OF MINTO

Hereinafter referred to as the "Town" of the FIRST PART,

#### AND

### THE PALMERSTON CURLING CLUB

### Hereinafter referred to as the "Club" of the SECOND PART.

### WHEREAS:

- A. The Town is the owner of the Palmerston & District Community Centre including its curling surface, lounge, storage areas, kitchen, change rooms and bar area.
- B. The Club wishes to use the aforementioned facilities for their activities, namely curling.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from September 1<sup>st</sup>, 2016 August 31<sup>st</sup>, 2019 inclusive.

**NOW THEREFORE IN CONSIDERATION OF** the terms and conditions contained herein the parties hereto agree as follows:

- 1. *Use Rights.* The Club agrees to the following conditions:
  - a. Rent the aforementioned facilities, generally October March, each calendar year.
  - b. Liaise with the Recreation Facilities Manager or designate regarding curling start and end dates and to discuss any other pertinent information.
- 2. <u>Charges.</u> The Club agrees to the following conditions:
  - a. The Club agrees to pay a monthly rental fee of two thousand eight hundred fifty dollars and five cents (\$2833.05), plus the rate of the annual October CPI or 2%, whichever is less, compounded annually, for the 2016-17, 2017-18 and 2018-19 curling seasons.
  - b. The Club's opening and closing months will be prorated by the numbers of days in that month that the curling refrigeration equipment was in operation.
  - c. Invoicing will occur two months after the first billable month.
  - d. The Club agrees to pay all metred natural gas costs.
  - e. The Town agrees to pay all electrical, water and sewer costs.
  - f. All amounts are subject to applicable taxes.

- 3. <u>Payments Due/Interest on Overdue Payments.</u> Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
- 4. <u>*Parking and Access.*</u> The Club and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
- 5. <u>No Town Sponsorship/Responsibility.</u> The Club acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the Club's activities and is just providing space for the Club to conduct its activities basis.
- 6. <u>Housekeeping.</u> The Club shall be responsible for janitorial services and minor repairs during the time period that they rent. Two inspections shall occur by representatives of the Town and the Club prior to the start of the curling season and immediately following the curling season annually. The Club agrees to keep all exits free of obstruction and maintain a safe facility. The Town agrees to provide for snow removal at the curling exits.
- 7. <u>Maintenance.</u> The Club shall be responsible for completing the required ice maintenance on the curling surface, including the installation and removal of the ice. All maintenance work in any portion of the curling club will be paid for by the Club.
- 8. <u>*Refrigeration Equipment.*</u> All costs associated with any capital upgrades carried out on the refrigeration system that services the curling surface shall be split as follows: 25% payable by the Club and 75% payable by the Town.
- 9. <u>Other Equipment.</u> All costs associated with any repairs, service work or capital upgrades carried out on equipment in the lounge, storage areas, kitchen, change rooms, bar area and ice surface shall be paid by the Club. If the Town wishes to use heaters owned by the curling club, a fifty dollar (\$50.00) per day payment will be made to the Club by the Town. If the Town wishes to rent the major kitchen facilities, the Town's kitchen rental rates and procedures will be applied and payable to the Club.
- 10. *Third Party Use:* The Town reserves the right to rent any portion of the curling club during the non-curling season and retain all associated revenues. The Club reserves the right to rent any portion of the curling club during the curling season and retain all associated revenues. The Club must notify the Town of any curling season rentals that are greater than three days in length.
- 11. <u>No Town Responsibility.</u> The Town assumes no responsibility for damage by theft or otherwise to belongings of the Club or the Club's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.

- 12. <u>Insurance.</u> The Club shall while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage up to \$2,000,000.00, and every such policy or policies of insurance shall provide cross-liability coverage.
- 13. <u>Termination by the Town.</u> Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the Club. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
- 14. *Not Assignable.* This Agreement shall not be assigned or transferred by the Club to any other person, business or corporation whatsoever.
- 15. *No Registration.* The Club shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
- 16. <u>Freedom of Information.</u> The Town discloses and the Club acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.
- 17. *Carryover.* In the event that the Club continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.
- 18. <u>Notice to Club.</u> Any notice that the Town determines to give to the Club regarding this Agreement may be given in writing by personal delivery to the Club or by prepaid registered post sent to the Club's last mailing address known to the Town.

# SIGNED BY THE CLUB this 1<sup>st</sup> day of November, 2016.

### PALMERSTON CURLING CLUB

Per:

Mike Dobson

I have the authority to sign on behalf of the Club.

SIGNED BY THE TOWN this 1<sup>st</sup> day of November, 2016.

# THE CORPORATION OF THE TOWN OF MINTO

Per: \_\_\_\_\_\_ Mayor George A. Bridge

Per: \_\_\_\_

CAO/Clerk Bill White

We have authority to bind the corporation.

# The Corporation of the Town of Minto By-Law No. 2016-89

# to Authorize the Execution of a Site Plan Agreement with Upper Grand District School Board to permit a childcare facility at 530 Prospect Street, Palmerston

**WHEREAS** the Corporation of the Town of Minto has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under Section 9 of the *Municipal Act*, S.O. 2001, c.25;

**AND WHEREAS** the Corporation of the Town of Minto approved a site plan subject to execution of a site plan agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P.13; Upper Grand District School Board to permit childcare facility at 530 Prospect Street, Palmerston, legally described as Pt Park Lot 10 Pt Park Lot 11, Wellington ST RP 61R10805.

**AND WHEREAS** the parties hereto have agreed upon the terms as set out in the attached Site Plan Agreement, in substantially the same form affixed hereto as Schedule "A" to this By-law;

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and for Upper Grand District School Board attached as Schedule "A" to this By-law.
- 2. That the Site Plan Agreement shall apply to lands in Palmerston legally described as on Pt Park Lot 10 Pt Park Lot 11 Wellington ST RP 61R10805.
- 3. That this By-law shall come into force and effect on the date of its passing thereof.
- 4. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 1<sup>st</sup> day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White

### THIS AGREEMENT MADE IN TRIPLICATE THIS 1st DAY OF SEPTEMBER, 2013.

BETWEEN:

## THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

## THE UPPER GRAND DISTRICT SCHOOL BOARD

hereinafter called the "Owner" of the Second Part.

### SITE PLAN AGREEMENT

\*\*\*\*\*\*\*

- WHEREAS the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development described by Schedule "B";
- AND WHEREAS the parties hereto agree that the lands affected by this Agreement are as set out in Schedule "A" attached hereto;
- AND WHEREAS the Town has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of The Planning Act, 1990;
- AND WHEREAS by an application dated on or about the 7<sup>th</sup> day of October, 2016, the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";
- AND WHEREAS the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on the 1<sup>st</sup> of November, 2016;
- AND WHEREAS the Town provided approval of the Owner's Application subject to the Owner entering into an Agreement as permitted by subsection 41(7) of the Planning Act, R.S.O.1990 c.P.13;
- AND WHEREAS the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successors in title;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of plans by the Town for the development of the subject lands and the sum of ONE (\$1.00) DOLLAR, the receipt of which hereby admitted, the Owner hereby agrees with the Town as follows:

### PART A - GENERAL PROVISIONS

1.

- The parties to this Agreement hereby agree that:
  - i) the Owner as herein stated is the registered owner of the lands described in Schedule "A" to this Agreement; and
  - ii) the lands affected by this Agreement are as described in Schedule "A" to this Agreement, hereinafter called the "subject lands"; and
  - iii) this Agreement shall apply to and be binding upon all successors in title to the Owner.

- 2. The Owner for himself/herself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this Agreement.
- 3. The Owner consents to the Town at its sole expense and discretion to register this Agreement in the Registry Office for the County of Wellington against the "subject lands".
- 4. The Owner will at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".
- 5. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court, or before any Administrative Tribunal, the Parties' right to enter and enforce this Agreement. The Law of Contract applies to this Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision in section 41 of the Planning Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each Party to the other and they are not severable. This provision may be pleaded by either Party in any action or proceeding as an estoppel of any denial of such right.
- 6. The Town's CAO/Clerk at his/her sole discretion may agree to minor variations to provisions of this Agreement, and such minor variations shall not constitute an amendment to this Agreement.
- 7. The clauses of this Agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
- 8. Nothing in this Agreement shall relieve the Owner from complying with all applicable municipal by-laws and requirements, including the requirement for building permits.
  - (i) Building Permits: The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the subject lands.
  - (ii) Occupancy: The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until sufficient required works under this agreement have been completed in accordance with the requirements of the Ontario Building Code, the Zoning By-law and any other municipal By-laws, including testing and approval of the internal water distribution and sanitary sewer collection to ensure operation in accordance with conditions established by the Town.
  - (iii) In the event that a building or part thereof is occupied otherwise and in accordance with the provisions of clause 8(ii), the Owner covenants and agrees that the Town shall be entitled to obtain an Order from a Court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the

terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such Application on the part of the Town.

9. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this Agreement.

### PART B - SITE DEVELOPMENT AND MAINTENANCE PROVISIONS

10. The Owner agrees to undertake development of the "subject lands", at his/her sole expense, in conformity with the site plan described in Schedule "B" attached hereto, which shall hereinafter be referred to as the "approved site plan".

The Owner covenants and agrees that no work shall be undertaken or performed on the subject lands except in accordance with the terms of this Agreement (including the Schedules attached hereto), the approved Site Plan, and all other plans and specifications submitted to and accepted by the Town, and by such other agencies or approval authorities as may be applicable including, without limiting the generality of the foregoing, the County of Wellington and the applicable Conservation Authority.

- 11. The Owner agrees to provide, install or otherwise abide by, at his/her sole expense, the "site development requirements" as detailed in Schedule "C" attached hereto.
- 12. (a) Upon completion of the development of the "subject lands" in conformity with the provisions of this Agreement, the Town shall issue a "Certificate of Compliance".
  - (b) "Certificate of Compliance" shall mean a statement of the Town as to the substantial completion of the works, matters and facilities required by this Agreement and shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the "subject lands".
- Unless otherwise agreed to by the Town, prior to obtaining a building 13. (a) permit or proceeding with any work in support of the approved development, the Owner agrees to provide a security (hereinafter called the "security") to the Town in the amount as detailed in Schedule "C" attached hereto by way of cash or a letter of credit in a form acceptable to the Town (see Schedule "E" to this Agreement for sample letter of credit) which shall have an initial expiry date no sooner than the date as detailed in Schedule "C" hereof, to ensure the provision of all matters and facilities required pursuant to this Agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a "certificate of compliance", unless the Town exercises its rights under clauses 14 or 15 of Part "B" of this Agreement, in which case the "security" shall be drawn upon by the Town to the extent necessary to secure conformity with this agreement.
  - (b) In accordance with the standard policies of the Town, the Owner agrees to pay the cost of those works described in Schedule "D" attached hereto, which are works to be done by the Town, or its contractors.
- 14. (a) Where the Owner is required by this Agreement to do work and where such work is not done within the prescribed time period, or where the facilities and matters required by this Agreement are not so provided,

maintained or used by the Owner in accordance with this Agreement, or where the Owner does not otherwise abide by the requirements of this Agreement including clause 8(ii), the "security" may be drawn on by the Town to the extent necessary to ensure compliance with this agreement, and a "certificate of compliance" shall not be issued until such matters have been brought into conformity with this Agreement.

- (b) The Owner agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities required by this Agreement, or otherwise abide by the requirements of this Agreement, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this Agreement as the Town deems necessary at its sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands", and may be recovered by Court Action and with the same priority as municipal taxes.
- (c) The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this Agreement.
- 15. The Owner agrees that the "security" may be used to rebuild or repair any public facilities damaged or altered during development of the "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town's Public Works Director and the Owner shall pay all costs of such reconstruction or repair.
- 16. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a "certificate of compliance" will not be issued until such work necessary to complete the development is done, and that until a "certificate of compliance" has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
- 17. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
- 18. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of the approved site plan described by Schedule "B" and with Schedule "C" (site development requirements), and all other requirements pursuant to this Agreement, and all repair or maintenance shall conform with the requirements of this Agreement as it applied to the original development.
- 19. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town.
- 20. (a) The Owner agrees that at his sole expense, all parking areas provided on the "subject lands" shall be maintained clear of snow reasonably in all circumstances so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of usable parking spaces below the minimum number of spaces required by the Town's zoning by-law.

- (b) The Owner agrees not to store snow on the "subject lands" or municipal road allowances such that it blocks visibility adjacent to a street or drainage facilities or where adequate drainage facilities are not provided or where melt-water would adversely affect an abutting property.
- 21. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untravelled portions of Town owned road allowances abutting the "subject lands".

### PART C - OTHER PROVISIONS

- 22. Definitions for terms which may be used in this Agreement shall be as follows:
  - (1) "Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted, but may include areas of Landscaped Open Space.
  - (2) "Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps.
  - (3) "Parking Area" shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including manoeuvring aisles and other space necessarily incidental to the parking of vehicles, and may include areas of Landscaped Open Space.
  - (4) "Natural Open Space" shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area. Natural Open Space areas shall be kept clear of all weeds and natural growth which is prohibited by Town by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.
- 23. (a) During development of the "subject lands", the Owner shall:
  - i) abide by those provisions of Schedule "C" to this Agreement relating to erosion and sediment control; and
  - ii) install and maintain at his/her sole expense all necessary erosion control works and structures (ie. sediment traps, silt fence, check dams, etc.) required by the Town's Public Works Director or the Chief Building Official from time to time to minimize erosion on and off the subject lands.
  - (b) Should the Owner be in default of any requirement under Clause 23 (a) of this Agreement, the provisions of Clause 14 (b) shall apply, except that in an emergency situation where the potential of damage to any lands is deemed by the Public Works Director to be imminent, the thirty (30) day notice shall not be required, and the Town shall have the right of entry immediately after providing the Owner with notice.
- 24. The Owner agrees to obtain all required approvals from the County of Wellington where the lands described by Schedule "A" to this agreement are located on or require access to any road under the jurisdiction of the

County of Wellington, and that the Town will not release the terms of this agreement, or any security required thereto, where approvals from the County of Wellington have not been obtained by the Owner.

- 25. In the event of transfer of ownership of the subject lands, the Town will not return any Letter of Credit or security required under this agreement until such time as the new Owner files with the Town a replacement security in a form satisfactory to the Town. Pending the provision of a replacement security the Town may use the security filed pursuant to this agreement for any purpose set out herein.
- 26. The Owner covenants and agrees that a General Comprehensive Liability Insurance Policy in the amount of not less than Five Million Dollars is in place and that the Town is indemnified under the said policy for any loss arising from claims or damages, injuries or otherwise in connection with work done by or on behalf of the Owner. The Town shall be named as an additional insured within the said insurance policy. The Owner shall maintain such overage throughout the course of the development and shall supply a certificate of insurance as proof of coverage upon demand of the Town.
- 27. Failure of the Town at any time to require performance by the Owner of any obligation under the Agreement shall in no way affect the Town's rights thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation be taken or held to be a waiver of performance of the same, or any other obligation under the Agreement, and the Town shall specifically retain its right at law to enforce the Agreement.

IN WITNESS WHEREOF the parties have duly executed this agreement.

### THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George A. Bridge

Per:

C. A. O. Clerk Bill White

### UPPER GRAND DISTRICT SCHOOL BOARD

Per:

Director of Education Martha Rogers

I/We have the authority to bind the Corporation.

### SCHEDULE "A"

### SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Minto, County of Wellington, Province of Ontario, and composed of:

Pt Park Lot 10 Pt Park Lot 11, Wellington ST RP 61R10805

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### SCHEDULE "B"

### **APPROVED SITE PLAN**

The "approved site plan" shall be the following plans referred to thereon as the "approved site plan" as indicated by the signature of the CAO/Clerk for the Town of Minto, and on file in the Town office:

- 1) C2-1 Site Servicing and Grading Plan dated September 8 2016
- 2) C2-2 Erosion and Sediment Control Plan dated September 8 2016
- 3) C2-3 Notes and Details dated September 8 2016

Such plans prepared by GM BluePlan Engineering last revised October 26, 2016 unless otherwise noted.

### SCHEDULE "C"

### SITE DEVELOPMENT REQUIREMENTS

### 1. <u>Completion Date</u>

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be \_\_\_\_\_\_.

### 2. <u>Security</u>

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$\_\_\_\_\_ (amount) to this Agreement.

The security includes \$3,500 submitted at the time of site plan approval for legal and engineering costs related to processing this development. This amount shall be retained by the Town as a deposit for legal, engineering and planning related costs which shall be deducted from this amount, the balance of which after such costs shall be refunded upon substantial completion of the project.

Where works required by this Agreement have not been completed, and where the Owner has not provided to the Town other security acceptable to the Town, the Town may use such security to secure completion of the said works, and the Town shall maintain such security until completion of the works in accordance with the terms of this Agreement.

### 3. <u>Erosion and Sediment Control</u>

- a) If required by the Town Public Works Director or the Town's Chief Building Official, the Owner shall prepare and submit an Erosion Control Plan acceptable to the Town Public Works Director to be adhered to during development of the "subject lands", which plan shall include an acceptable maintenance schedule and starting and completion dates.
- b) To minimize erosion problems, the Owner shall schedule construction such that:
  - i) all activities on the site be conducted in a logical sequence to minimize the area of bare soil exposed at one time;
  - soil stockpiles be located away from watercourses and stabilized against erosion as soon as possible; soil stockpiles remaining longer than 30 days should be stabilized by mulching, vegetative cover, tarps or other means, whereas soil stockpiles intended to remain for less than 30 days can be controlled by filter fence barriers around the pile or acceptable equivalent;
  - iii) construction vehicles leave the site at a designated point(s) provided with a rock or gravel mat to minimize the amount of mud tracking off-site; a temporary vehicle wash down facility may be required for truck wheels;
  - iv) where work is suspended, temporary drainage and erosion control works should be undertaken to minimize erosion, to include steel plates placed over catch basins, sediment traps and silt fences, and sediment storage areas, to ensure sediment and debris do not enter the municipal sewer system on nearby creek or flood adjacent properties;
  - v) all temporary and permanent detention works and facilities be constructed <u>prior</u> to installation of any services on the site or commencement of earth moving operations;
  - vi) all disturbed areas be properly stabilized as soon as possible, and if areas are to remain disturbed through the winter, such areas shall be seeded and mulched or sodded as determined by the Public Works Director.
- c) During the construction period, the Owner shall employ the following "good housekeeping" practices regardless of the soil erodibility and any other erosion and sediment control measures undertaken:
  - i) All catchbasins should be provided with sumps which should be inspected and cleaned frequently;

- ii) At the downstream end of the "subject lands", the last manhole on the storm sewer should have a sump which will retain any large debris, which can be cleaned out and filled in with concrete at the end of the project;
- iii) Small weirs should be built into the pipes at manholes on the "subject lands" that are near the outlet for the site drainage, to provide impounding within the minor system and encourage settlement of the sediment being transported; care should be taken when removing the weirs that the sediment is not washed into the Town's system;
- iv) Once the catchbasins have been installed and connected to the minor system, the basins in rear yards, ditches and low activity areas, should be buffered using straw bales on the upstream side (for street catchbasins and high activity areas, the straw bales will not provide adequate protection);
- v) All concentrated or channelized discharges of water off-site must be treated by appropriate erosion and siltation control measures when such water passes through disturbed areas;
- vi) A site supervisor must be designated by the Owner to ensure the approved Erosion Control Plan measures (when such plan is required by the Town) are implemented in a timely and effective manner, who shall conduct inspections of the subject lands on a regular basis and after significant storm events to ensure the components of the Erosion Control Plan are functioning properly, and who shall maintain a work log to record dates and a description of the work activities and site inspections.
- 4. <u>Completion of Adjoining Town Lands</u>

The Owner agrees to appropriately and properly finish to the requirements and satisfaction of the Town's Public Works Director all lands lying between the "subject lands" and any and all abutting streets, excluding those works which are detailed in Schedule "D" which are works to be undertaken by the Town, which, without limiting the generality of the foregoing shall include the following works required to be completed by the Owner in accordance with the "approved site plan":

- i) landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed;
- ii) installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Town's Engineer;
- iii) removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.
- 5. <u>Grading and Drainage</u>

The Owner agrees to prepare a grading and a drainage plan acceptable to the Public Works Director and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Town's Public Works Director.

6. <u>Lighting</u>

The Owner agrees that any lighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties or so controlled in intensity so as to prevent glare on adjacent streets and properties.

### 7. <u>Directional Signage</u>

The Owner, upon request by the Town, shall prepare and submit for approval to the Town's Public Works Director and Fire Chief a signage plan, and the Owner agrees to install all signage pursuant to the approved signage plan.

### 8. <u>Temporary Fencing</u>

- (a) The Owner shall install temporary construction fencing on the "subject lands" in accordance with sound construction practice and in accordance with the requirements of the Public Works Director or the Town's Chief Building Official, acting reasonably, from the time of commencement of construction to the time of completion of the construction, to secure the site and to provide protection to the general public.
- (b) The Owner agrees to install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Public Works Director in this regard, acting reasonably.

### 9. <u>Fire Routes</u>

The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Town's Fire Fighting equipment.

### 10. Landscaping

The Owner agrees to provide all landscaping, including any fencing, curbing, sidewalks, plantings (trees and shrubs), ground cover, and the like, as shown on the "approved site plan" or a landscape plan to be approved by the Public Works Director to the specifications and requirements as indicated thereon and to the satisfaction of the Town's Chief Building Official, acting reasonably.

### 11. <u>Building Accessibility</u>

The Owner agrees that the site and building shall be designed so as to provide unobstructed access for wheelchairs to at least one main building entrance from the public sidewalk/street and one parking area by use of sidewalk ramps of proper gradient and surfacing.

### 12. Parking Lot Finishing

The Owner agrees that all parking areas and driveways shall be surfaced with asphalt or cement, and all parking stalls shall be visually identified by line painting as shown on the "approved site plan".

### 13. <u>Servicing</u>

The Owner agrees to abide by the requirements of the Town's Public Works Director and the Town's Fire Chief respecting the provision of municipal services to the site including but not limited to municipal water, sanitary sewer, storm sewer, transit, roadway. The Owner and the Town agree to negotiate appropriate costs to be paid by the developer for said services in support of the development indicated on the "approved site plan".

### 14. <u>Road Widening</u>

The Owner agrees to convey in fee simple and free from encumbrances any land which may be required by the Town for the purpose road widening and for the purpose of establishing a one foot reserve across that portion of the frontage of real properties herein no required for an entrance or exit, in order to ensure proper ingress and egress from the subject lands in accordance with the "approved site plan".

### 15. Solid Waste and Recycling

The Owner agrees to comply with the County's requirements respecting the disposal of solid waste and the recovery of recyclable materials, and to provide all required facilities indicated on the "approved site plan" to accommodate proper retention, disposal and recycling including appropriate screening of waste bins and separation from sensitive land uses as may be required to comply with applicable municipal regulations.

### 16. <u>Private Services</u>

The Owner shall obtain all approvals for and make all necessary arrangements for any and all private services such as telephone, telecommunications, cable television, electricity, gas and other such service and shall provide any easements required by private service companies necessary to supply said private services, and the Owner further acknowledges that the Town shall bear no expense, cost or obligation with regard to the installation, relocation or redesign of said private services that may be necessary to comply with the requirements of the "approved site plan".

### 17. <u>Servicing Design</u>

The Owner acknowledges and agrees that it is the responsibility of the Owner or their consultant to confirm that the proposed servicing design, and location of proposed structures, will not be in conflict with other utilities located in the right-of-way.

### 18. <u>Record Drawings</u>

Prior to the return of any securities held against this project, the Town may require the original engineering drawings shall be revised to illustrate the recorded changes and variances from the approved construction drawings.

### 19. Engineering Approvals

That the Owner obtain all permits necessary from the Public Works Director respecting new driveway access to the site and post any required security prior to commencement of any works on the site or within the municipal right-of-way prior to the issuance of any building permit.

### 20. <u>Recycling Facilities</u>

That the Owner acknowledges and agrees that facilities shall be provided for recycling in accordance with the requirements of the County.

### 21. <u>Building Permits</u>

The Owner acknowledges and agrees that prior to the issuance of any Building Permit for the proposed development:

a) the Owner shall obtain final approval from the Conservation Authority for any applicable surface water management works.

### 22. Sign Permits

That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

### SCHEDULE "D"

### WORKS TO BE UNDERTAKEN BY THE TOWN

- 1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:
  - i) installation of sewer and water service laterals if necessary.
  - ii) curb cuts and curb replacements if necessary.
  - iii) sidewalk replacements if necessary.
  - iv) utility plant relocations if necessary.
  - v) installation of the storm sewer if necessary.

### SCHEDULE "E"

### SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town of Minto 5941 Highway 89, Harriston, ON NOG 1Z0

In consideration of the agreement between The Corporation of the Town of Minto and (*Name of Owner*) which is dated the day of , 19, we hereby authorize you to draw on the (*Name and Address of Bank*) up to an aggregate amount of \$\_\_\_\_\_\_ available by draft at sight for 100% of invoice value of credit, with guarantee as follows:

As requested by our customer (*Name of Owner*), we the (*Name of Bank*) hereby establish and give an Irrevocable Letter of Credit in your favour in the total amount of \$\_\_\_\_\_\_, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without question as to rights between you and our said customer, provided however, that you are to deliver to the (*Name of Bank*) at such time as a written demand for payment is made by you upon us, a statement signed by you confirming that the monies drawn by you are pursuant to our customer's agreement with The Corporation of the Town of Minto.

The amount of this Letter of Credit may be reduced from time to time as advised in writing from time to time by you to us.

This Letter of Credit shall remain in full force and effect for a period of \_\_\_\_\_\_ months and will expire on \_\_\_\_\_\_, 20\_\_\_, provided however, that unless notice of expiry is given by registered mail to the Clerk of The Corporation of the Town of Minto by us no later than 30 days prior to the expiry date, the Letter of Credit shall be deemed to be renewed from year to year on the same terms and conditions.

In the event that we refuse to renew the Letter of Credit at the aforementioned date of expiry, prior to such date the Town shall have the right to draw such amount of money as it shall in its absolute discretion deem necessary.

### Letter to be Dated, Signed and Sealed

*Note: The Letter of Credit must be irrevocable.* 

The Letter of Credit must be written so as to be honoured by the Surety without question or without just cause having to be proven by the Town to the Bank.

Automatic renewal provisions with 30 day notice of expiry must be included in the Letter of Credit.

The date of expiry as stated in the Letter of Credit must be in accordance with Schedule "C" of this Agreement.

# The Corporation of the Town of Minto By-law No. 2016-90

# To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held November 1, 2016

WHEREAS the Council of the Town of Minto met on November 1, 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 November 1, 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 1<sup>st</sup> day of November, 2016.

Mayor George A. Bridge

C.A.O. Clerk Bill White