



**Tuesday, November 15, 2016**

**4:30 p.m.**

**Council Chambers**

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**Pages**

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act**
- 3. Motion to Convene into Closed Session**
  - a. Previous Minutes of the November 1, 2016 Closed Session Meeting
  - b. A proposed or pending acquisition or disposition of land, James Street, Palmerston
  - c. A proposed or pending acquisition or disposition of land, Lions Park, Palmerston
  - d. Solicitor Client Privilege, George Street Rezoning
- 4. Motion to Convene into Open Session**
- 5. Minutes of Previous Meeting**
  - a. Regular Council Minutes of November 1, 2016 1
- 6. Additional Items Disclosed as Other Business**
- 7. Resolution Moving Council into Committee Adjustment to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business**
- 8. Public Meeting Committee of Adjustment - 5:00 p.m.**
  - a. Minor Variance Application File No. A6-16, Blake Murphy, 460 Walker Street, Palmerston 13

<b>9. Public Meeting</b>	
a. 2016-31 Section L 7 to hear an appeal of a Dangerous Dog Designation	18
<b>10. Delegations</b>	
a. Earl and Carolyn Savage, Denali Poodles, Kennel By-law Exception	26
<b>11. Public Question Period</b>	
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a. Ombudsman Ontario, The Watchdog October Newsletter	28
b. Municipal Policing Bureau, Letter on OPP Arbitration Awards	32
c. Mapleton Seniors Centre for Excellence, November Newsletter and Calendar	34
d. Guelph Wellington Crime Stoppers, Donation Request	37
e. County of Wellington, Draft Plan of Subdivision 23T-100003 Extension Miles and Diny Pul	39
f. Upper Grand District Secondary School, Notice of Decision, Closure of Centre Peel Secondary School	40
<b>13. Reports of Committees and Town Staff, Matters Tabled and Motions for Which Notice Has Been Previously Given</b>	
a. Committee Minutes for Receipt	
1. Jamesway Board Meeting Minutes of August 11, 2016	41
b. Committee Minutes for Approval	
c. Staff Reports	
1. Chief Building Official, October Building Permit Review	43
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4. Treasurer, Clifford Library Lease – Wellington County	59
5. Treasurer, Approval of Accounts October and November 2016	60
6. Public Works Director, Winter Maintenance Contract, County Roads	62

- d. Other Business Disclosed as Additional Item

**14. Motion to Convene into Court of Revision - 6:30 p.m.**

- a. Municipal Drain 116 Part Lots 36 Concession 18, Town of Minto, Part Lots 6, Concession 4, Municipality of West Grey Section 10(2) of the Drainage Act 64

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

**16. Notices of Motion**

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

**18. By-laws**

- a. 2016-74, Municipal Drain 116, Third Reading 67
- b. 2016-91, Lease Agreement with the County of Wellington for a portion of 7 Brown Street, Clifford 70
- c. 2016-92, Confirm the Proceeding of the November 15, 2016 Committee/Council meeting 86

**19. Adjournment**



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

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**Council Present:**

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

**Council Regrets:**

Councillor Dave Turton

**Staff Present:**

Bill White, C.A.O. Clerk  
Annilene McRobb, Deputy Clerk, Recording Secretary  
Chris Harrow, Fire Chief  
Belinda Wick-Graham, Business & Economic Manager  
Gordon Duff, Treasurer  
Brian Hansen, Public Works Director  
Matt Lubbers, Recreation Services Manager  
Stacey Pennington, Building Inspector

**1. Call to Order**          2:32 p.m.

**2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act**          None

**3. Motion to Convene into Closed Session**

**RESOLUTION: 2016-202**

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

**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**
- **Personal matters about an identifiable individual, including employees; Employee Benefits**

**Carried**

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



**RESOLUTION: 2016-203**

**Moved By: Councillor Colwell; Seconded By: Councillor Anderson**  
**THAT The Council of the Town of Minto resume into open Council.**

**Carried**

**5. Minutes of Previous Meeting**

- a. Regular Council Minutes of October 18, 2016

**RESOLUTION: 2016-204**

**Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner**  
**THAT the minutes of the October 18, 2016 Council Meeting be approved.**

**Carried**

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

Deputy Mayor Faulkner and Councillors Elliott and Colwell identified items.

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

**RESOLUTION: 2016-205**

**Moved By: Councillor Elliott; Seconded By: Councillor Colwell**  
**THAT The Town of Minto Council convenes into Committee of the Whole.**

**Carried**

**8. Public Meeting**

- a. Minor Variance A5-16: Gingerich 5461 Highway 87 (See Schedule A minutes attached)

**RESOLUTION: 2016-206**

**Moved By: Councillor Anderson; Seconded By: Councillor Dirksen**  
**THAT the Committee of the Whole convenes into Committee of Adjustment.**

**Carried**

**9. Delegations**

- a. Darlene DeStefano Chair, Mission Butterfly Incorporated

Darlene DeStefano and John K Dalley Director provided information on Mission Butterfly a non-profit organization to improve quality of life and enhance wellbeing of veterans, active military, first responders and families by delivering programs to reduce or arrest symptoms of PTSD and related conditions. This new organization is seeking funding to get started. The Mayor thanked them for the presentation noting Town support will be considered at budget.

- b. Dennis L. German, P.Geo. President German Solar Corporation

Mr. German described their FIT 5 Small Scale Ground mounted Solar applications proposed on former CN railway lands. The five projects will occupy less than 3 acres of abandoned rail line his company bought from CN. German Solar Corporation requests a support resolution from Minto. Council discussed the proposal and confirmed that if contracts are offered by the IESO the company must consult with the public to get renewable energy permit.

The C.A.O. Clerk's report under item 12b10 was summarized and considered at this point.

**MOTION: COW 2016-241**

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

**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 a Non-Rooftop Solar Project (the "Project") on various former rail lands (the "Lands") in the Corporation of the Town of Minto under the Province's FIT Program;

***AND WHEREAS***, the Applicant has requested that the Council of the Corporation of the Town of Minto 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 the Corporation of the Town of Minto 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.

Carried

**10. Public Question Period**

Resident Bill Sinclair asked how close solar installations under 9b) will be to nearby homes. C.A.O. Clerk White noted the distance is not yet known but if the company has a contract offer from the IESO, they have to consult with landowners and the Town on project details.

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

- a. Grey County, Resolution Regarding Access and Delivery of Hydro
- b. Union Gas Limited, 2017 Rates - Notice of Application
- c. Town of Petrolia, Resolution regarding Ontario's Intensive Therapy Funding
- d. Zorra Township, Resolution - Accommodation Review Process
- e. Zorra Township, Resolution Autism Spectrum Disorder
- f. United Townships of Head, Clara & Maria, Request for Support for Rural Ontario Property Owners
- g. Town of Latchford, Resolution - Autism Spectrum Disorder
- h. Municipality of North Middlesex, Ontario Rural Education Symposium
- i. Clifford Recreation Association, November Newsletter
- j. Township of South-West Oxford, Resolution in Support of Elimination of Barriers for CCAs (Certified Crop Advisors)

**MOTION: COW 2016-242**

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

**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**

**1. Maitland Valley Conservation Authority Board of Directors Minutes September 21, 2016**

**MOTION: COW 2016-243**

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

**THAT the Maitland Valley Conservation Authority Board of Directors Minutes for September 21, 2016 are received for information.**

Carried

**b. Committee Minutes for Approval**

**1. Cultural Roundtable Committee Minutes of October 24, 2016**

Belinda Wick-Graham summarized noting Youth Action Council is underway. The Palmerston Railway museum upgrades continue including reviving hand car races. November 22 Norgan Theatre hosts a second showing of Live2lead. Light Up the Town in Harriston is November 15, 7 pm at Tannery Park. Council needs to meet earlier to be able to attend.

**MOTION: COW 2016-244**

**Moved By: Councillor Dirksen Seconded By: Councillor Anderson**

**THAT the November 15<sup>th</sup> Council meeting be rescheduled to 4:30 p.m.**

Carried

Treasurer Duff reported on the Supporting Performing Arts in Rural Communities (SPARC) conference he attended.

**MOTION: COW 2016-245**

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

**THAT the Cultural Roundtable Committee Minutes of October 24, 2016 are received as corrected and recommendations contained within be approved.**

Carried

**2. Economic Development and Planning Committee Minutes of October 13, 2016**

The Business & Economic Development Manager reviewed minutes noting a new Chair for committee will be chosen next meeting. Two structural grant applications were received. Committee recommends funding the Old Post with the Old Mac's In Palmerston application deferred to spring 2017. Elora Street Flowers won two awards at the Guelph-Wellington Business Enterprise Centre Event. The agricultural incubator in Harriston is progressing with site plan and survey work to come. Staff continues with training opportunities.

Councillor Colwell noted the Chamber Christmas Social is December 5, 6 p.m. Councillor Elliott noted Belinda Wick –Graham may speak at the OSUM Conference in May.

**MOTION: COW 2016-246**

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

**THAT the Economic Development and Planning Committee Minutes of October 13, 2016 are received and recommendations contained within be approved.**

**Carried**

**3. Parks and Recreation Advisory Committee Minutes of October 24, 2016**

Recreation Services Manager Lubbers summarized stating the last payment for Norgan renovations will be made this year. Basketball, hockey and babysitter courses are underway. A youth drop in sports program was run with Blessings to You Centre is planned again next year. Public skating and shinny hockey is all sponsored by local businesses and is now free to the public.

Council brought forward items 12c.1 and 2 before considering the minutes as they related to recommendations from PRAC. The Recreation Services Manager review various recreation agreements and Clifford Homecoming's request for profit sharing on bar sales.

**MOTION: COW 2016-247**

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

**THAT the Parks and Recreation Advisory Committee Minutes of October 24, 2016 are received and recommendations contained within be approved.**

**AND FURTHER 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.**

**AND FURTHER 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.**

**Carried**

**c. Staff Reports**

**1. Recreation Services Manager, Recreation Agreements**

Recommendation approved through item 12b.3.

**2. The Recreation Services Manager, Clifford Homecoming**

Recommendation approved through item 12b.3.

**3. Recreation Services Manager, Recreation Framework Update**

Recreation Services Manager Lubbers explained how the 2015 Framework supports recreation as a key part of community building. He will email the document as information.

**MOTION: COW 2016-248**

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

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

**Carried**

**4. Building Inspector, Site Plan Approval, Minto Rural Health Centre, 500 White's Road**  
Building Inspector Pennington reviewed of the report noting concerns with limited parking on are addressed with 28 new spaces proposed in front of the building. Drainage details are being addressed, but the site plan agreement remains if the revised site plan is approved.

**MOTION: COW 2016-249**

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

**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.**

**Carried**

5. Building Inspector, Palmerston Childcare Facility 530 Prospect Street Site Plan Approval  
The Building Inspector outlined the site plan for a 4500 square foot child care facility at the Public School. More parking is provided but concerns with student access at the driveway must be dealt with operationally; storm outlet drain could fill up causing some ponding.

**MOTION: COW 2016-250**

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

**THAT 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.**

**Carried**

Deputy Mayor Faulkner assumed the Chair.

6. Fire Chief, Minto Fire Cares Foundation

The Fire Chief outlined reasons for the charitable foundation and how will help Minto Fire.

**MOTION: COW 2016-251**

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

**THAT 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.**

**Carried**

Mayor Bridge returned to the Chair

7. C.A.O. Clerk and Deputy Clerk, Municipal Elections Act Regulation 310/16 Ranked Ballots  
The C.A.O. Clerk summarized, recommending no ranked ballots for the 2018 election.

**MOTION: COW 2016-252**

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

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 provides direction on whether the Town of Minto will use ranked ballots for the 2018 election.

Carried

8. C.A.O. Clerk, AMO “What’s Next Ontario” Resolution  
C.A.O. Clerk White outlined the extent of the funding shortfall outlined by AMO.

**MOTION: COW 2016-253**

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

**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.**

**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.

Carried

9. C.A.O. Clerk, Annual Conferences, ROMA Delegation Request  
The C.A.O. Clerk suggested Council look at increasing training at the budget meeting. Mayor Bridge will work with Councillors to spread Council attendance to different events.

**MOTION: COW 2016-254**

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

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

Carried

10. C.A.O. Clerk, Solar Installations; German Solar former CN Lands  
This report was moved forward and considered during item 9. Delegations.

Councillor Colwell Assumed the Chair

11. Treasurer, Wellington County Debenture 2016  
Treasurer Duff noted that this is the formal process required for debentures.

**MOTION: COW 2016-255**

**Moved By: Deputy Mayor Faulkner Seconded By: Mayor Bridge**  
**THAT Council accepts the Treasurer's October 25<sup>th</sup> 2016 Wellington County Debenture report and considers the passage of the related By-law in Regular Session.**

Carried

12. Treasurer, Approval of Accounts October 2016  
The Treasurer summarized some of the payments included in the statement of accounts.

**MOTION: COW 2016-256**

**Moved By: Councillor Anderson; Seconded By: Councillor Dirksen**  
**THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for October 28, 2016 as follows: Administration \$274,378.30, Building \$4,091.02, Economic Development \$11,102.66, Incubator \$284.50, Tourism \$1,174.74, Fire \$15,664.43, 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.**

Carried

Mayor Bridge resumed the Chair

13. Public Works Director, Clifford Ultra Rib Pipe Sanitary Sewer Mains Strategy  
Director Hansen noted the policy provides for removal, patching and connecting to ultra-rib.

**MOTION: COW 2016-257**

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

Carried

d. Other Business Disclosed as Additional Item  
Deputy Mayor Faulkner invited IPM volunteers to appreciation Arthur Community Centre, November 6, 2-4 pm, and reminded us all to support remembrance services.

Councillor Dirksen noted Remembrance Day service November 6 at Presbyterian Church then at Caressant Care followed by the service at the cenotaph in Clifford.

Councillor Anderson noted the County Museum service November 5 10:30 am includes a presentation on War Horses contribution to the war effort.

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

**RESOLUTION: 2016-207**

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

**THAT the Committee of Adjustment convenes into Regular Council Meeting.**

**Carried**

**14. Notices of Motion - None**

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

**RESOLUTION: 2016-208**

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

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

**Carried**

**16. By-laws**

**a. 2016-81, Borrowing from County of Wellington**

**RESOLUTION: 2016-209**

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

**THAT By-law 2016-81; to authorize an application to the Corporation of the County of Wellington to incur debt and issue debentures in respect of capital works; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

**b. 2016-82, Clifford Vitality Group Public Facilities Limited Use Agreement**

**RESOLUTION: 2016-210**

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

**THAT By-law 2016-82; to Execute a Public Facilities Limited Use Agreement with the Clifford Vitality Group; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

**c. 2016-83, Harriston Curling Club Public Facilities Limited Use Agreement**

**RESOLUTION: 2016-211**

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

**THAT By-law 2016-83; to Execute a Public Facilities Limited Use Agreement with the Harriston Curling Club; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**



d. 2016-84, Harriston Lawn Bowling Public Facilities Limited Use Agreement

**RESOLUTION: 2016-212**

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

**THAT By-law 2016-84; to Execute a Public Facilities Limited Use Agreement with the Harriston Lawn Bowling; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

e. 2016-85, Mapleton-Minto 81's Public Facilities Limited Use Agreement

**RESOLUTION: 2016-213**

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

**THAT By-law 2016-85; to Execute a Public Facilities Limited Use Agreement with the Mapleton-Minto 81's; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

f. 2016-86, Minto Broomball Tournament Promoters Public Facility Limited Use Agreement

**RESOLUTION: 2016-214**

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

**THAT By-law 2016-86; to Execute a Public Facilities Limited Use Agreement with the Minto Broomball Tournament Promoters; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

g. 2016-87, Norwell District Secondary School Public Facilities Limited Use Agreement

**RESOLUTION: 2016-215**

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

**THAT By-law 2016-87; to Execute a Public Facilities Limited Use Agreement with Norwell District Secondary School; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

h. 2016-88, Palmerston Curling Club Public Facilities Limited Use Agreement

**RESOLUTION: 2016-216**

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

**THAT By-law 2016-88; to Execute a Public Facilities Limited Use Agreement with Palmerston Curling Club; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

i. 2016-89, Site Plan Agreement Upper Grand District Secondary School

**RESOLUTION: 2016-217**

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

**THAT By-law 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; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.**

**Carried**

j. 2016-90, Confirm the Proceeding of the November 1, 2016 Committee/Council meeting  
**RESOLUTION: 2016-218**

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

**THAT By-law 2016-90; Confirm the Proceedings of the November 1, 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 5:35 p.m.**

**RESOLUTION: 2016-219**

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

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

**Carried**

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Mayor George A. Bridge

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C.A.O. Clerk Bill White

**Schedule "A"**  
**Minutes of the Committee of Adjustment Hearing**  
**Tuesday July 19, 2016 7:00 pm Council Chambers**  
**Minor Variance File A5-16, Kelly Gingerich, Parts 5 &6, 5461 Highway 87, Minto**

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Mayor Bridge called the meeting to order at 5:22 p.m. stating 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.

Secretary Treasurer White described the location of the subject lands noting the hearing is called 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. Sections 8.5.1, 8.4.1, and 8.4.3 of the Town's Zoning By-Law 01-86, as amended, does not permit 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.

Secretary -Treasurer White advised notice was given to property owners within 60 meters of the land, applicable agencies and posted on site October 21, 2016. Town Staff had no concerns with the variance. Wellington County Junior Planner, Elizabeth Martelluzzi's report noted the variance is minor, maintains the general intent and purpose of the Official Plan and Zoning By-law, and is desirable and appropriate for the development of the property.

Chair Bridge called upon those wishing to speak. Applicant Kelly Gingerich was in attendance. No persons came forward. The Secretary -Treasurer provided one resolution in favor and one resolution denying the application. Only members in favour of the resolution would sign the decision sheet.

**COA MOTION 2016-05**

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

**That Committee of Adjustment approves the application by Kelly Gingerich for property Pt Lot 36 Con 8 RP61R8396 Parts 5 &6 Town of Minto municipally known as 5461 Highway 87, Town of Minto; 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.**

**Carried**

Chair Bridge stated 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. Chair Bridge adjourned the Public Hearing at 5:28 p.m.

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Mayor George A. Bridge

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Secretary Treasurer Bill White



Public Hearing Agenda Committee of Adjustment  
Tuesday November 15<sup>th</sup>, 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. A6-16, Blake Murphy.
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 Part Lot 84 and Lot 89 Thompsons Survey, RP 61R20435, with a civic address of 460 Walker Street, former Town of Palmerston, Town of Minto.

**THE PURPOSE AND EFFECT OF THE APPLICATION** is to permit construction of a single family dwelling with an exterior side yard setback of 3.048m (10') where Section 12.2.1.5 of the Town of Minto Zoning By-law 01-86, as amended, requires a minimum exterior side yard setback of 6m (19.7'). Other variances may be considered as required.

**Notices** were mailed to the property owners within 200 feet or 60 metres of the subject property as well as the applicable agencies on November 4<sup>th</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 Junior Planner, Elizabeth Martelluzzi

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.



**Town of Minto**

**DATE:** November 8, 2016  
**TO:** Mayor Bridge and Members of Council  
**FROM:** Stacey Pennington Building Inspector  
**RE:** Minor Variance A6-16 Murphy,  
Part Lot 84 and Lot 89 Thompsons Survey, RP 61R20435  
460 Walker Street, Palmerston

---

**STRATEGIC PLAN**

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

**BACKGROUND**

The subject lands are located at 460 Walker Street, Palmerston. The Official Plan designation of the subject property is Residential. The lot is zoned RW-Medium Density Residential. The subject property is 808 sq. m. (0.2 acres) in size.

The purpose of the application is to permit construction of a single family dwelling with an exterior side yard setback of 3.048m (10') where Section 12.2.1.5 of the Town of Minto Zoning By-law 01-86, as amended, requires a minimum exterior side yard setback of 6m (19.7'). Other variances may be considered as required. The applicant is looking to increase the front building width, to have a single detached home, with a double car garage. This would allow a larger rear yard.

Refer to the Map to the right. The property is located on the edge of Palmerston. The lot is on the corner of Walker Street and Lowe Street. Lowe Street is a dead end street. The lot is located only one block from the Town of Minto boundary with the Township of North Perth.

The surrounding uses are mostly residential, shown in yellow. The lots to the rear of the property and across Lowe Street are zoned industrial shown in purple.



**COMMENTS**

Staff in the Building Department and Public Works Department met to review the application, and there are no concerns with the reduction of the exterior side yard setback 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.

The applicant can meet the required setbacks from the existing sewage treatment plant. For further development of the land directly to the rear, rezoning would be required. Development in this area is also limited by the Urban Boundary of Palmerston, Town of Minto and County of Wellington boundary to the south. The reduced exterior side yard setback will have little to no impact on further development or traffic flow in the area.

### **RECOMMENDATION**

THAT the Committee of Adjustment receives the Building Assistants report regarding proposed A6-16; Murphy, Minor Variance application for Part Lot 84 and Lot 89 Thompsons Survey, RP 61R20435, municipally known as 460 Walker Street, Palmerston, Town of Minto.

---

Stacey Pennington  
Building Inspector

### **ATTACHMENTS**

County of Wellington Planner comments



## 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

November 9, 2016

Bill White, CAO-Clerk  
Town of Minto Committee of Adjustment  
5941 Highway 89, R.R. #1  
Harriston, ON N0G 1Z0

Dear Bill,

**RE: Minor Variance Application A6/16**  
**Part Lot 84 and Lot 89 Thompsons Survey, RP 61R20435**  
**460 Walker Street, Palmerston, 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 exterior side yard requirement of the Town of Minto Zoning By-law to permit the construction of a single detached dwelling. The applicants have proposed a 3.05m (10ft) exterior side yard setback, whereas Section 12.2.1.5 requires a minimum of 6.0m (19.7ft).

We find that the variance is not minor in nature, given the applicants have requested to reduce the required exterior yard setback by almost 3.0m. The Committee should be satisfied that the variance would not cause an impact on future development of the flanking road, Lowe Street, and that the variance 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 land.

### Wellington County Official Plan

The subject property is designated as URBAN CENTRE. 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 which are zoned R2 (Residential) are approximately 759m<sup>2</sup> (8712 sq ft). The property is currently vacant. The applicants are proposing to construct a new dwelling on the property and are asking for the following relief from Section 12.2.1.5, the residential zone (R2) regulations:

	By-Law (01-86) as amended	
	Allowed (Minimum)	Requested
<b>Exterior Side Yard 12.2.1.5.</b>	6m (19.7 feet)	3.05m (10 feet)

The exterior side yards are important setbacks which allow for the safe separation of development from a portion of traveled roadway; maintain safe sight lines for the travelling public, as well as allow for a consistent street façade to be preserved to adjacent properties. A further reduction of the exterior side yard setback would not constitute a minor variance from the by-law when looking at the cumulative effects.

The applicant has indicated in their application that the reason for the relief is that the chosen house plan will not fit. Staff note that the vacant lot has a width (frontage) of 20m (65 ft), which is much larger than the required standard of 15m (50 ft) in the R2 zone. The building envelope afforded by the current zoning standards allows for a substantial house to be constructed.

The Committee should be satisfied that the proposed relief is minor in nature, 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.

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

Yours truly,



Elizabeth Martelluzzi, B.URPL  
Junior Planner



A hearing under By-law 2016-31  
Section L 7 to hear an appeal of a Dangerous Dog Designation

**Date:** November 15, 2016

**Location:** Town of Minto Council Chamber, 5491 Hwy 89, Harriston

**Time:** 5:00 p.m.

**ORDER OF BUSINESS:**

**1. Chair, Mayor George Bridge**

**2. Purpose of Meeting and Decision of the Appeal Committee CBO Terry Kuipers**

**3. Information relating to the Incident that is the subject of this Hearing Cam Forbes, By-law Enforcement Officer**

**4. Opportunity to Question - Statement & Evidence of By-law Enforcement Officer**

- (a) Applicant/Appellant
- (b) Members of Council

**5. Statement by Witness - Owner(s) of victim dogs**

**6. Opportunity to Question - Witness (Owner(s) of the victim Dogs)**

- (a) Applicant/Appellant
- (b) Members of Council
- (c) By-law Enforcement Officer

**7. Statement & Evidence of Applicant/Appellant**

- (a) Applicant/Appellant

**8. Statement & Evidence of Witness in support of Applicant's/Appellant's Case**

If there are any witnesses in support of the Applicant's/Appellant's case, the Chair will ask them to come forward to the table and provide their statement.

**9. Opportunity to Question - Applicant/Appellant/Witnesses**

- (a) By-law Enforcement Officer
- (b) Members of Council

**10. Presentation of Summary Arguments**

- (a) By-law Enforcement Officer
- (b) Applicant/Appellant

**11. Decision of Council**

**12. Adjournment of Hearing**

## Property Standards Site Inspection Report

**Property Owner:** Carole Fell (Tennant)

**Property Location:** [REDACTED] Palmerston [REDACTED]

**Legal Description:**

**Roll Number:** [REDACTED]

**Nature of Complaint/Violation(s):** Dog attacked another dog

**Date:** September 19, 2016

**Time:**

Property Complies / In Violation

### **Comments:**

I received a call from Bill Cheeseman at [REDACTED] Palmerston. Bill told me he had his dog out for a walk, a German Sheppard came running at them, so he picked up his dog. At this point his dog (a Shitzu) squirmed and got loose. The German Sheppard then attacked his dog and ran off. Bill then took his dog to the vet's office where he was told the internal damage was too great and the dog would have to be put down. OPP Officer Dustin Fear took Bill's statement, LP16292506. I spoke to Officer Fear and was told that he spoke with Carole about the dog attack and he felt that she showed no remorse about this incident.

#### **Monday October 3, 2016**

At 3:15pm I stopped to talk to Carole Fell at this address. I asked her if she could tell me what she could about the day of the attack. Carole told me that she was putting her dogs in the car when the one named Daisy got loose and ran off. She told me that she did not see her dog attack the other dog. After the attack she went over and thought the dog was ok as it growled at her. She told me that she was upset when she heard that Bill's dog had to be put down due to it's injuries.

Inspector's Signature: \_\_\_\_\_



Date: \_\_\_\_\_

*Oct 5/16*



Dr. D.J. Curtin, Dr. K.G. Kieffer, Dr. D.M. Clarkson  
Dr. B.K. Mighton, Dr. R.K. Thompson

594 11<sup>th</sup> St. Hanover, ON · Tel. **519.364.6772** · Fax. **519.364.7176**

**Walkerton – Hanover Veterinary Clinic**

R.R.#2 Walkerton, ON

Tel. **519-881-2090** or **519-364-2110** · Fax. **519.881.0108**

Re: 'Maggie' Cheeseman

#### Case Summary

At approximately 16:50 on September 15, 2016, Bill and Sandra Cheeseman brought their Shih Tzu into the Hanover Veterinary Hospital for examination and treatment for wounds they reported were sustained when Maggie was attacked while walking on leash approximately 30 minutes earlier.

On arrival at the clinic Maggie was bright, alert and responsive, with two, large lumps on either side of her abdomen. She was systemically stable and resented examination or palpation of her abdomen. We administered butorphanol as an analgesic (pain killer) and conducted a thorough physical exam, including an ultrasound of the abdominal masses.

We identified a possible puncture of the skin on the left side of her abdomen, and ultrasound examination revealed structures in both lumps that were consistent with intestines under the skin, and outside the abdominal wall musculature. The resulting diagnosis was traumatic herniation of intestines through the abdominal wall, with probable penetration of the abdomen by a foreign body. We recommended surgery to correct the herniation and investigate the extent of the damage.

Under general anesthesia we opened Maggie's abdomen and found that the abdominal musculature had been ruptured on the left and right sides, and that a large area of skin had been pulled away from the underlying musculature on both sides. On the left side we discovered that the observed skin lesion was a full thickness penetration of the skin that matched with a complete penetration of the abdominal wall, including the peritoneum (i.e. whatever had penetrated the skin also penetrated into the abdomen). Both abdominal ruptures were large enough that intestines had passed through and were lying under the skin. We also discovered that the omentum had been torn in a number of places and, more seriously, that the small intestine had been severely damaged in one place, and completely transected another place such that chyme (partially

digested intestinal contents full of organic material and bacteria) had been leaking into the abdomen since the injury was sustained.

The prognosis for Maggie was grave. This means that, due to contamination of the abdomen due to a foreign body and due to leaking of intestinal contents, the chance of full recovery was very poor. Further, she would have required days of painful hospitalization before we could be confident whether, or not, she would survive.

The Cheesemans elected to euthanize Maggie under general anesthesia after discussion about the grave prognosis associated with such a serious injury and abdominal contamination. We administered euthansol intravenously under general anesthesia, and Maggie's death was smooth and painless.

While we cannot say with certainty what caused Maggie's wounds, we can say that the spacing of the abdominal tears, and the size of the single cutaneous penetration wound are consistent with a level 3 or 4 bite (Dr. Ian Dunbar's bite scale) from another, larger dog.

Dr. Mark Clarkson

Dr. Donna Curtin



Thursday, October 06, 2016

Carole Fell

Palmerston ON.  
N0G 2P0

On September 15, 2016 your dog Daisy, a German Sheppard cross, attacked and injured another dog to the extent that it had to be put down. For this reason the Dog Control Officer has designated your dog Daisy as a dangerous dog.

**7. "Dangerous Dog"**

- a) Means a dog that, in the absence of any mitigating factor, has attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so;
- b) Means a dog that, in the absence of any mitigating factor has significantly injured a domestic animal; or,
- c) Means a dog previously designated as a potentially dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.

Please accept this notice that the Town of Minto designates your Dog "Daisy" as a dangerous dog pursuant to The Town of Minto Dog Licensing By-law 2016-31.

You are required, upon receipt of this notice, to comply with the following requirements:

- a) To keep such dog confined within the owner's dwelling, or in an enclosed pen of sufficient dimension and construction to provide humane shelter for the dog while preventing the entry therein of unsupervised children;
- b) To securely attach a muzzle to such dog at all times when it is not confined in accordance with Clause L. 4. a);

5941 Highway #89  
Harriaton, Ontario  
N0G 1Z0

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

[www.town.minto.on.ca](http://www.town.minto.on.ca)

- c) To obtain and maintain in force a policy of public liability insurance issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than \$1,000,000.00 for any damage or injury caused by such Dangerous Dog and provide to the Dog Control Officer a certificate of such policy and each subsequent renewal thereof. Such policy shall contain a provision requiring the insurer to immediately notify the Dog Control Officer should the policy expire, be cancelled or be terminated for any reason; and,
- d) To permit the Dog Control Officer to insert a microchip implantation in such dog for the purpose of identifying such dog as a Dangerous Dog.

5. Such owner of a dog that has bitten a person or domestic animal shall display a sign at each entrance to the property and building in which the dog is kept warning in writing, that there is a Dangerous Dog on the property. This sign shall be visible and legible from the nearest road or thoroughfare.

You may request, within three working days of receiving this notice, a hearing by the Council of the Town of Minto which will affirm or rescind the Dog Control Officer's designation of your dog as a dangerous dog and which the Council may substitute its own designation or its own requirements of the owner pursuant to section L4 and L5 of the Town of Minto Dog Licensing By-law 2016-31.

Your request for a hearing must be submitted in writing to the Clerk of the Town of Minto within three working days of the receipt of this notice.

As the owner of a dog that has been designated as a dangerous dog pursuant to this by-law, you shall advise the Dog Control Officer immediately if you transfer ownership of such dog to another person or changes in address at which such dog is kept and furnish the Town of Minto with particulars of same.

If you have any questions, please contact me.

Please act accordingly,



Cam Forbes,  
Property Standards Officer  
By-Law Enforcement Officer  
Town of Minto  
T 519.338.2511  
F 519.338.2005  
E [cam@town.minto.on.ca](mailto:cam@town.minto.on.ca)  
[www.town.minto.on.ca](http://www.town.minto.on.ca)

Letter for appeal *ef*

Palmerston NOG 2PO

11<sup>th</sup> October 2016

In response to your letter dated October 6<sup>th</sup>, I would like to point out that I nor anybody else was witness to this 'incident'. On walking to my vehicle I let go of Daisy's leash and she ran off barking, and was back almost immediately, followed by a man shouting. He had a small dog clutched to his left shoulder which was barking and wriggling and had bitten the man's ear. When I understood what he was shouting about I took hold of his dog and checked it over as I was concerned, and pointed out that there were no obvious marks, bites, damp or displaced fur, (which I would expect if the dog had been bitten). The man in question took the dog back and said it was not its middle area but the back end of the dog, that had been attacked. At this point a women whom I believe was his wife appeared from the opposite direction and she also started shouting and verbally threatening.

I have been told that the dog was injured internally and had a single puncture wound on either side of its stomach, (there was no sign of this at the time), (I would expect two puncture wounds on either side from the canine teeth) and the dog was destroyed due to the possibility of infection! (Would antibiotics not have been an option?).

I feel that I must point out that Daisy has been raised on a farm, with dogs, cats, hens and other animals and we have never had any problems, she has also never been a problem with children. She is a sheppard cross and very vocal. The girls that used to live next to us in Palmerston would play with Daisy and walk her around.

Regards

*ef*

Carole Fell

p.s. I shall be away from oct 24 - Nov 5<sup>th</sup>.  
*ef*

Section L 7 of By-law 2016-31 to Regulate and License  
the Keeping of Dogs and Dog Kennels in the Town of Minto

7. Where the owner of a dog receives a notice from the Dog Control Officer designating such dog as a Potentially Dangerous or Dangerous Dog and so requests in writing to the Clerk of the Town within three working days of receipt of such notice, Council shall hold a hearing pursuant to the provisions of the Statutory Powers Procedures Act within 15 working days of the Clerk's receipt of the request for a hearing and may:

- a) Affirm, amend or rescind the Dog Control Officer's designation of the dog as a Potentially Dangerous Dog or as a Dangerous Dog, as the case may be;
- b) Substitute its own designation of the dog as a Potentially Dangerous or Dangerous Dog, as the case may be; and/or,
- c) Substitute its own requirements/conditions of the owner of a Potentially Dangerous Dog pursuant to Subsections L. 3., or L. 4. and L. 5.



**Sent:** November-09-16 9:17 AM

**To:** Bill White

**Cc:** [earl.savage0@gmail.com](mailto:earl.savage0@gmail.com)

**Subject:** Request in Change to Kennel by-Law

Hi Bill

I am writing you as we discussed in hopes of getting the current Kennel bylaw changed or to have an exception to the bylaw be granted. As you know we (my wife Carolyn, and daughters, Samantha, Rebecca, and Vanessa) are very interested in a property in Minto county.

The address is 9308 Blind Line , Minto

We would like to have a kennel licence for this property but understand that it does not meet the requirements set out in the bylaw based on the size of the property.

We currently breed Miniature and Toy pure breed Poodles and are a registered CKC (Canadian Kennel Club) member and run under the kennel name of Denali Poodles. The CKC is Canada's registry for pure breed dogs and is governed by Agricultural Canada.

We have been breeding for over 20 years and we always think about making the breed better. We show our dogs at CKC registered Dog Shows to put Canadian Championships on them to prove their quality. We are not a "Puppy Mill" that just pumps out puppies, but a respected breeder in the pure breed dog world.

As I said, we are looking to purchase this property and are more then happy to come to the next council meeting and discuss this. I would like to know the next steps in requesting the changes to the bylaw.

Thanks

Earl Savage

Denali Poodles



Images not displaying properly? Add [thewatchdog@ombudsman.on.ca](mailto:thewatchdog@ombudsman.on.ca) to your address book now or Display this email in your [browser](#).



# THE WATCHDOG

## Newsletter

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## Ombudsman to release 2015-2016 annual report: Nov. 2

Ombudsman Paul Dubé will release his 2015-2016 Annual Report next Wednesday, November 2. It is the Ombudsman's first annual report since his office's mandate was expanded to include municipalities, universities and school boards, in addition to provincial government organizations.

You can catch the live webcast on the main page of our [website](#) at 2 p.m. on Nov. 2 – mark your calendar!

- [Watch the video about the upcoming report](#)



OCTOBER 2016

The Ombudsman is an independent officer of the Ontario legislature who conducts oversight of provincial government agencies and municipalities, universities and school boards. Ombudsman Paul Dubé began his five-year term on April 1.

[FILE A COMPLAINT ONLINE](#)

### Ombudsman Ontario

Bell Trinity Square  
483 Bay St., 10th Floor, South Tower  
Toronto, ON  
M5G 2C9

Phone: 1-800-263-1830

Fax: 416-586-3485

TTY: 1-866-411-4211

Email: [info@ombudsman.on.ca](mailto:info@ombudsman.on.ca)



### CLOSED MUNICIPAL MEETINGS

#### Municipality of West Nipissing

The Ombudsman found that the



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## Ontario Ombudsman makes submission to police oversight review

On October 27, Ombudsman Paul Dubé released his submission to the province's [Independent Police Oversight Review](#), calling for new legislation to make police oversight bodies more effective, accountable and transparent.

In the submission, entitled [Oversight Unchanged](#), Mr. Dubé argues that all three of Ontario's police oversight bodies – the [Special Investigations Unit](#) (SIU), the [Office of the Independent Police Review Director](#) (OIPRD) and the [Ontario Civilian Police Commission](#) (OCPC) – should be within the Ombudsman's mandate, as should municipal police services boards. At present, the only one of these bodies within the Ombudsman's jurisdiction is the SIU, which investigates cases where police are involved in incidents of serious injury or death.

- [Read the Ombudsman's submission](#)
- [Read the full press release](#)

In the news

- [Ombudsman wants the power to look into police oversight bodies](#) (CTV News)
- [Ontario Ombudsman wants power to investigate all police oversight bodies](#) (CBC News)

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## "The more we learn by being open and working together, the more we're able to build fair and better ways of governing": Premier Wynne speaks to watchdogs

Premier Kathleen Wynne spoke about the importance of building good working relationships between government organizations and oversight offices, as the keynote speaker at our office's annual training course for administrative watchdogs, "Sharpening Your Teeth," on October 25.

Since 2007, we have offered the course for ombudsmen and professional investigators across Canada and around the world, always on a full cost-recovery basis. This year we welcomed more than 70 participants, from as far as Tonga, Ukraine, Antigua and Barbuda, and Nebraska; from ombudsman offices in Nova Scotia, Manitoba and Yukon; and from other ombudsman and legislative offices in Ontario. Sessions included training in conducting systemic investigations, interviewing and report writing, as well as a presentation by New Brunswick Ombudsman Charles Murray.

Municipality of West Nipissing did not violate the open meeting requirements in the *Municipal Act* or its procedure by-law at the special meeting on July 21, 2016. The municipality has since amended its procedure by-law to provide for public notice of all meetings.

[Read the letter](#)

### OUTREACH

October was another busy month, including travel to Albuquerque, New Mexico, where Ombudsman Paul Dubé made a presentation to police oversight officials from across North America at the [National Association for Civilian Oversight of Law Enforcement's Annual Conference](#).

The Ombudsman presented to attendees about his report on police de-escalation techniques, which was very well received. He also discussed de-escalation with civilian heads of oversight of law enforcement in Ottawa during a meeting organized by the [Civilian Review and Complaints Commission for the RCMP](#).

The Ombudsman also attended the [United States Ombudsman Association annual conference](#) in Arlington, Virginia, in mid-October - a valuable opportunity to share knowledge and expertise with ombudsmen from across North America.

Ombudsman staff continue to meet with stakeholders around the province. In October, they met with groups in the developmental services sector and from municipal associations, including in McNab, Horton, Toronto, and Guelph.

### WHAT'S NEW?



In her speech, the Premier noted, "By emphasizing procedural fairness, resolving complaints as quickly as possible and having a level of personal contact with the people who seek out the help of the Ombudsman, you help people to see the government itself in more human terms."

- [Watch the video](#)



Premier Kathleen Wynne delivers her speech during the Ontario Ombudsman's Sharpening Your Teeth training on October 25, 2016.

## Broader public sector: Recent cases

We've received more than **3,900** complaints about municipalities, universities, and school boards since our jurisdiction over those sectors came into effect. We've had **974** school board complaints since September 1, 2015 and since January 1, 2016 we've received **2,736** complaints about municipalities and **205** about universities. Most of these cases have been resolved informally, usually through referral to local officials.

### Recent cases

#### *Municipalities*

A man contacted our office about a burned-out streetlight in his neighbourhood. He had brought the matter to his municipality but months had gone by without a response. Our Office intervened and discovered there had been a miscommunication with city staff, as well as a temporary hiatus in replacing bulbs, since the municipality was planning to switch to LED bulbs on October 17. The municipality assured us the contractor will replace burned-out bulbs first, including the one the man had flagged to the municipality.

What's new at our office? Check out the [Ombudsman's latest post](#) about his most recent speeches and reports, and other activities by our team.

## WANT TO WORK WITH US?

We're looking for talented people to join our **administrative, investigations and early resolutions** teams.

Learn more about early resolutions [here](#). Learn about investigations [here](#). Learn about the administrative assistant positions [here](#).



## STAY CONNECTED

Ombudsman Ontario has **4,474** [Facebook](#) fans and **37,349** [Twitter](#) followers! Please continue to reach out to us on social media, or drop us a line at [thewatchdog@ombudsman.on.ca](mailto:thewatchdog@ombudsman.on.ca).

And stay connected with our office in both official languages! Follow our French Twitter account: [@Ont\\_OmbudsmanFR](https://twitter.com/Ont_OmbudsmanFR).

A mayor called our Office wondering if the Ombudsman could fill the role of municipal integrity commissioner. Ombudsman staff explained our role as an office of last resort and clarified that we don't replace local accountability mechanisms, including the integrity commissioner. We sent the mayor an email with this information and included references to relevant sections of our website and speeches by the Ombudsman.

[Check out our brochures](#) to learn more about municipal, university and school board complaints, or [fill out a complaint form here](#).

**Have a complaint about a municipality? [Read this first](#)**

**Have a complaint about a university? [Read this first](#)**

**Have a complaint about a school board? [Read this first](#)**

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November 02, 2015

Dear Mayor/Municipal Clerk,

I take this opportunity to follow-up on the September 8, 2016 letter sent to all OPP-policed municipalities regarding the reconciliation of the municipal policing costs related to the collective agreement negotiations between the Ontario Provincial Police Association (OPPA) and the Province of Ontario (Employer). As you may be aware, both parties proceeded to mediation and ultimately to arbitration; the Arbitrator issued a decision on October 3, 2016, in accordance with the *Ontario Provincial Police Collective Bargaining Act*. The Arbitrator's award is final and binding to both the OPPA and the Employer. The new Civilian and Uniform Collective Agreements will expire on December 31, 2018.

The Arbitrator awarded a salary increase to all classifications in the OPPA Uniform and Civilian Collective Agreements, as follows:

- January 1, 2015 – 2.00 percent
- December 1, 2015 – 0.65 percent
- January 1, 2016 – 1.50 percent
- July 1, 2016 – 0.45 percent
- January 1, 2017 – 1.50 percent
- July 1, 2017 – 0.40 percent
- January 1, 2018 – 1.75 percent

As previously communicated, the OPP has been incorporating estimated salary rates in the municipal policing Annual Billing Statements for 2015 through 2017 as 1.5 percent, 2.64 percent and 2.54 percent, respectively.

As a result, the OPP estimated salary rate increases in your billing statements align very closely to the arbitration award rates and will have a minimal impact on your municipal policing costs. For 2015-2017, the annual compound salary rate percentage in our estimates only differed by 0.37 percent.

	<b>Arbitration Award</b>	<b>Annual Billing Statement Estimates</b>	<b>Variance</b>
Jan-15	2.00%	1.5%	
Dec-15	0.65%		
<b>2015 Compound Impact*</b>	<b>2.06%</b>	<b>1.5%</b>	<b>0.56%</b>
Jan-16	1.5%	2.64%	
Jul-16	0.45%		
<b>2016 Compound Impact*</b>	<b>4.44%</b>	<b>4.18%</b>	<b>0.26%</b>
Jan-17	1.5%	2.54%	
Jul-17	0.40%		
<b>2017 Compound Impact*</b>	<b>6.46%</b>	<b>6.83%</b>	<b>-0.37%</b>

\*The yearly rate and the intra-year compound rates of previous periods prorated according to the specified periods.

The OPP will include both the 2015 and 2016 reconciliation adjustments in the 2018 Annual Billing Statement, providing municipalities with the opportunity to include these adjustments in their 2018 budget planning. The reconciliation adjustments for 2017 will be included in the 2019 Annual Billing Statements.

The cost of OPP services compares very favourably to those of other municipal police services in the province and will continue to do so in 2016 and beyond. I would like to thank municipal partners for their commitment and collaboration in reaching our common goal to maintain public safety in Ontario.

Yours truly,



M.M. (Marc) Bedard  
Superintendent  
Commander,  
Municipal Policing Bureau



**International Act of Kindness Day; Friday November 4<sup>th</sup>**; did you know that the first Friday of November is International Act of Kindness Day? Take the time to do something nice, perhaps share some of your fabulous baking with a friend or neighbor, call someone who you know is having a tough month or introduce yourself to someone you recognize from your neighbourhood, but don't know. Even sharing a smile with a stranger can lift the spirits of someone who is having a bad day. Take the time to show your community that you care about them.

**Walking Groups are Back!** All through the summer a small but mighty group of walkers continued to walk in many communities. Now that the winds are getting brisk, after a long and wonderful summer, it's time to get into the routine of walking regularly at the arena's again! Safe and dry with no cost to participate! Please note that all that is required is a clean pair of indoor walking shoes to participate in this group. Kick off dates are as follows;

**Arthur- Tuesday November 1<sup>st</sup> 9:30 a.m. – Tuesday Wednesday, Thursday**

**Harriston-Monday November 7<sup>th</sup> 9:00 a.m. - Monday, Wednesday, Friday**

**Palmerston- Monday November 7<sup>th</sup> 9:00 a.m.- Monday, Wednesday, Friday**

**Drayton- Monday November 15<sup>th</sup> 9:30 a.m.- Tuesday, Thursday, Friday**

**Euchre; 1st Monday of the month 7:30p.m. Palmerston Legion \$5 –light lunch provided, please bring your own partner.** Every other Monday during the month Euchre starts at 7:00pm and is \$2

**Taste for Life; Thursday November 10<sup>th</sup> 11:30-1:30 p.m. Mount Forest Pentecostal Church-** Join Mount Forest Family Health Team Dietitian Sarah Pink as she provides quick and easy recipes for one. Breakfast of Champions is the topic this month. Please register by Monday November 7<sup>th</sup> by calling Sarah at 519.323.0255 ext. 5085.

**Returning- Line Dancing Mondays 10-11 a.m. Harriston Arena-** Please join Barb and Mary-Ann as they teach fun and easy line dancing routines that are sure to provide you with your daily exercise. Coordination is not required; just a desire to try something new and the ability to laugh along as you learn something new. Cost \$3 per class. Please call 519.638.1000 if you require more information.

**Cooking on a Budget; Monday November 14<sup>th</sup> 11:30-1:30p.m.; Harriston Legion-** Join Minto-Mapleton Family Health Team Dietitian, Jenny Harrison, as she shares easy and nutritious recipes that won't break the bank. All ingredients required for the recipes are available in your local grocery store. Please register by calling 519.638.2110

**Art Workshop Wednesday November 16<sup>th</sup> 2 p.m. Palmerston Library- Christmas Ornament-** Donna Hirtle returns to bring out your artistic flair. Please join Donna for this fun-filled workshop. The cost is \$5 please call to register 519.638.1000

**Cards and Games Afternoon - Thursday November 17<sup>th</sup> 2 p.m. CRNA building Palmerston ,** cost is \$2 per person everyone is welcome!

**Euchre; Friday November 18<sup>th</sup> 7:30 p.m. Drayton Legion \$5-** everyone is welcome!

**Learn To Manage Your Fibromyalgia Tuesday October 25<sup>th</sup> to Tuesday November 29<sup>th</sup>-** via the Ontario Telemedicine Network. This six week program will assist you to manage your Fibromyalgia. Each week a different allied health professional will provide their expertise to assist you manage your illness, as effectively as possible. Offered at the Minto Rural Health Centre in Palmerston 519.638.2110 or the Claire Stewart Medical Centre at 519.323.0255. Please call to register as space is limited.

**Friendship Circle; each Tuesday 10:30-11:30 a.m. Mount Forest Pentecostal Church;** This coffee group takes place each Tuesday morning in Mount Forest at 259 Fergus Street South. The third Tuesday of the month is a luncheon hosted by the Golden Hearts. A great venue to learn about other community events and health programs available in Mount Forest and surrounding area.

**Friendship Circle; Wednesday November 30<sup>th</sup> 10-11 a.m. Palmerston United Church-**Please feel free to join us for conversation, free coffee and treats; there is never a shortage of things to discuss. Topics last month included favourite authors and the Shaker Community amongst other assorted things!

#### **CONGREGATE DINING PROGRAMS 12:00pm – 2:00pm**

**People of all faiths welcome! Presentations are free and begin at 12:30pm; if you would like to stay for lunch the cost is \$10**

**Drayton Reformed Church; Friday November 4<sup>th</sup>-Fire Prevention** Join Rick Richardson Mapleton's Fire Chief as he discusses the importance of fire prevention in the home and why it is more important than ever to have fire escape plan and to ensure that your smoke and carbon monoxide detectors are in good working order.



**Palmerston United Church Wednesday November 9<sup>th</sup> Are you ready?** Join Allan Lee, Hardy Lee Funeral Home Director, Wendy Smith, Lay Minister at Palmerston United Church and Ernie Macmillan, a Lawyer for an informative discussion on preparedness for end of life. Bring your questions and the experts will have the answers.

**Clifford United Church, Friday November 18<sup>th</sup> – Falls and Arthritis** -Susan, a physiotherapist from the Arthritis Society, will share practical tips on how to avoid falls, a leading cause of injury amongst older adults. Susan will bring tools that have been designed to make everyday tasks easier to complete.

**Arthur United Church; Thursday November 24<sup>th</sup> Out of Africa-** Join local author, Donna Michalek, as she discusses her children's book, based on her experiences travelling to Africa, the impact the journey has had on her life and her desire to highlight the benefits of child sponsorship. Her book will be available for purchase.

**Harriston Legion; Wednesday November 30<sup>th</sup> Navigating Home Care in Minto-** Join Right at Home Canada Lynda Prior as she shares information on home care services, how to access them and what is available in our communities to supplement CCAC services.

**Do you need information about the services available to support you in your home? Please call us at 519.638.1000, Toll Free 1-866.446.4546 – we’d be happy to help!**

Mon	Tue	Wed	Thu	Fri
DRC- Drayton Reformed Church PUC- Palmerston United Church CUC -Clifford United Church MFPC- Mt. Forest Pentecostal Church ASH- Arthur Seniors Hall CMHA-392 Main Street N Mt Forest	<b>1 Good Food Box Payment Date</b> 9:00 SMART Exercise-PUC 9:00 Drayton Walking-PMD 9:00 Arthur Exercise-ASH <b>9:30 Walking Group-Arthur Arena Kick Off</b> 10:00 SMART Exercises-PUC <b>10:00 Manage Your Fibromyalgia</b>	<b>2</b> 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises-CUC 9:00 Coffee Hour- Moorefield United <b>9:30 Walking Group- Arthur Arena</b> 10:00 Friendly Crafts-Harriston 1:00 Shuffleboard-Arthur Seniors Hall	<b>3</b> 9:00 Palmerston Walking-Arena 9:00 Drayton Walking-PMD 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 Coffee Morning-Clifford Hall 10:00 Palmerston Light Exercise- 11:00 Exercises-Harriston Knox	<b>4</b> 9:00 Palmerston Walking- Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises- PUC 9:00 Drayton Walking-PMD Arena 9:30 SMART Exercises-Drayton Reformed 10:00 SMART Exercises-PUC <b>12:00 pm Drayton Dining-Rick Richardson- Fire Prevention</b>
<b>7 9:00 Palmerston and Harriston Walking Group Kick off-Arena</b> 9:00 Friendship Club-MFFB 9:00 Euchre- Drayton United Church 9:00 SMART Exercise-CUC 10:00 Line Dancing-Harriston Arena 10:00 Palmerston Light Exercise-CNRA	<b>8 Good Food Box Payment Date</b> 9:00 SMART Exercise-PUC 9:00 Drayton Walking-PMD 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 SMART Exercises-PUC <b>10:00 Manage Your Fibromyalgia</b> 10:30 Friendship Circle-MFPC	<b>9 9:00 Palmerston Walking-Arena</b> <b>9:00 Harriston Walking-Arena</b> 9:00 SMART Exercises-CUC 9:00 Coffee Hour- Moorefield United <b>9:30 Walking Group- Arthur Arena</b> 10:00 Friendly Crafts-Harriston <b>12:00pm Palmerston Dining- Are you Ready? Ask the Experts</b>	<b>10 9:00 Palmerston Walking-Arena</b> <b>9:00 Drayton Walking-PMD Arena</b> 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 Coffee Morning-Clifford 11:00 Exercises-Harriston Knox 10:00 Palmerston Light Exercise with Fran Dawson- CNRA Building	<b>11 Remembrance Day</b> <b>9:00 Palmerston Walking- Arena</b> <b>9:00 Harriston Walking-Arena</b> 9:00 SMART Exercises- Palmerston United Church <b>9:00 Drayton Walking-PMD Arena</b> 9:30 SMART Exercises-Drayton Reformed Church
<b>14 9:00 Palmerston Walking-Arena</b> <b>9:00 Harriston Walking-Arena</b> 9:00 Friendship Club-MFFB 9:00 SMART Exercise-CUC 9:00 Euchre-Drayton United Church 9:30 SMART Exercises-DRC 10:00 Line Dancing- Harriston Arena 10:00 Palmerston Light Exercise -CNRA <b>11:30 Cooking on a Budget- Jenny Harrison- Harriston Legion</b>	<b>15</b> 9:00 SMART Exercise-PUC <b>9:00 Drayton Walking-PMD Arena</b> 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 SMART exercises-PUC <b>10:00 Learn To Manage Your Fibromyalgia</b> 10:30 Golden Hearts Luncheon 3:15 SMART exercises-VON Mt,Forest	<b>16 9:00 Palmerston Walking-Arena</b> <b>9:00 Harriston Walking -Arena</b> 9:00 SMART Exercises-CUC 9:00 Coffee Hour- Moorefield United <b>9:30 Walking Group- Arthur Arena</b> 10:00 Friendly Crafts-Harriston 1:00 Games-Mount Forest Complex <b>2:00 Art Workshop with Donna Hirtle Palmerston Library</b>	<b>17 9:00 Palmerston Walking-Arena</b> <b>9:00 Drayton Walking-PMD</b> 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 Coffee Morning-Clifford Hall 11:00 Exercises-Harriston Knox 10:00 Palmerston Light Exercise with Fran Dawson- CNRA Building <b>2:00 Cards &amp; Games at CNRA Building Palmerston \$2</b>	<b>18 9:00 Palmerston Walking</b> <b>9:00 Harriston Walking-Arena</b> 9:00 SMART Exercises-PUC 9:30 SMART Exercises-DRC <b>9:00 Drayton Walking-PMD</b> 10:00 SMART Exercises- PUC 7:30 Euchre @ Drayton Legion \$5 <b>12:00 Clifford Dining- Susan McAuslan- Arthritis and Falls</b>
<b>21 9:00 Palmerston Walking</b> <b>9:00 Harriston Walking-Arena</b> 9:00 SMART Exercise-CUC 9:00 Euchre-Drayton United Church 9:30 SMART Exercises-DRC 10:00 Line Dancing- Harriston Arena 10:00 Light Exercise-CNRA	<b>22</b> 9:00 SMART Exercise-PUC <b>9:00 Drayton Walking-PMD Arena</b> 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 SMART exercises-PUC <b>10:00 Learn To Manage Your Fibromyalgia</b> 10:30 Friendship Circle-MFPC 3:15 SMART exercises-VON Mount Forest	<b>23 9:00 Harriston Walking -Arena</b> <b>9:00 Palmerston Walking-Arena</b> 9:00 SMART Exercises-CUC 9:00 Coffee Hour- Moorefield United <b>9:30 Walking Group- Arthur Arena</b> 10:00 Friendly Crafts-Harriston 1:00 Games-Mount Forest & District Sports Complex 1:00 Shuffleboard-Arthur Seniors Hall	<b>24 9:00 Palmerston Walking</b> <b>9:00 Drayton Walking-PMD</b> 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur</b> 10:00 Coffee Morning-Clifford Hall 10:00 Palmerston Light Exercise with Fran Dawson- CNRA Building <b>12:00 Arthur Dining- Right at Home Canada-Home Care Services and how to access</b>	<b>25 9:00 Palmerston Walking-Arena</b> <b>9:00 Harriston Walking-Arena</b> 9:00 SMART Exercises-Palmerston United Church <b>9:00 Drayton Walking-PMD</b> 9:30 SMART Exercises- DRC 10:00 SMART Exercises- PUC
<b>28 9:00 Palmerston Walking-Arena</b> <b>9:00 Harriston Walking-Arena</b> 9:00 SMART Exercise-CUC 9:00 Euchre-Drayton United Church 9:30 SMART Exercises-DRC 10:00 Line Dancing- Harriston Arena 10:00 Light Exercise - CNRA Building	<b>29</b> 9:00 SMART Exercise-PUC <b>9:00 Drayton Walking-PMD Arena</b> 9:00 Arthur Exercise-ASH <b>9:30 Walking Group- Arthur Arena</b> 10:00 SMART exercises-PUC <b>10:00 Learn To Manage Your Fibromyalgia</b> 10:30 Friendship Circle-MFPC 3:15 SMART exercises-VON Mount Forest	<b>30 9:00 Harriston Walking -Arena</b> <b>9:00 Palmerston Walking-Arena</b> 9:00 SMART Exercises-CUC 9:00 Coffee Hour- Moorefield United <b>9:30 Walking Group- Arthur Arena</b> 10:00 Friendly Crafts-Harriston <b>10:00 Friendship Circle-PUC</b> <b>12:00 Harriston Dining- Out of Africa</b>	<div></div> <div>November 2016</div>	
			<div></div>	

RECEIVED OCT 31 2016



DEAR COMMUNITY MEMBERS

October 23<sup>rd</sup> 2016,

Please join us in celebrating our **Award Winning Program** recognized by the Ontario Association of Crime Stoppers for 2015. We were chosen among 26 Crime Stoppers programs in the province in the *Under 300,000 population* category. Our achievements in winning this award included overall stats for the program, number of presentations given, media coverage, number of volunteer hours, special projects and activities. It is only with the support we receive from our community members that this is possible.

Crime Stoppers Guelph Wellington (CSGW) is a **non-profit charitable organization** which combines the best efforts of the media, the community and the police in the fight against crime. Since inception in 1988, the CSGW program has recovered over \$37 million in illegal drugs and stolen property off our streets and has authorized over \$161,500 thousand in cash rewards to our Tipsters.

Money to run the program and pay our Tipsters comes from fundraising efforts by the Board and donations from organizations such as yours. We are asking for your support through a donation to help maintain the unprecedented success of the CSGW Program. Charitable tax receipts can be requested for donations of \$10.00 or more. We sincerely appreciate your commitment to our community and thank you for your past support.

If you are interested in learning more about our program, please contact us to book a presentation for your group or staff. Call us at 519-846-5371 or send an email to [info@csgw.tips](mailto:info@csgw.tips).

Together, we can make a difference in helping reduce crime in our communities.

Sincerely

CRIME STOPPERS GUELPH WELLINGTON

Raymond Tout  
Chair

Charitable Registration # 13701 5491 RR0001  
Canada Revenue Agency: [www.cra-arc.gc.ca/charities](http://www.cra-arc.gc.ca/charities)

**A Registered Charitable Organization**

Anonymous

Confidential

Cash Rewards

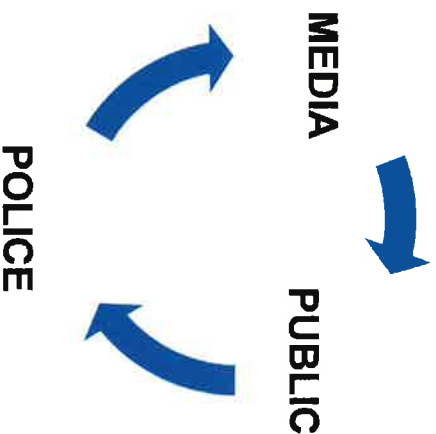
**WWW.CSGW.TIPS**

# How Crime Stoppers Works!

1. A crime has been committed or is about to be committed, and you know something about it. Crimes such as: break and enter, theft, drugs, weapons, assault, wanted person and mischief.
2. Call CRIME STOPPERS at 1-800-222-TIPS (8477). We do not have call display or \*69.
3. Submit a web tip on line at: [www.csgw.tips](http://www.csgw.tips). Click on the **Give a Tip** icon on the left side of the page to proceed.
4. Your **anonymity is guaranteed**.
5. You will be assigned a confidential code number. Keep this number safe and don't tell anyone you have called.
6. Be sure to call back to be updated on your tip or for you to provide additional information. You will have to refer to your confidential code number. Web tips provide two-way communication.
7. If your tip leads to an arrest or a closed case, you may be eligible for a cash reward between \$50 and \$2,000.
8. Rewards are determined by the accuracy of your information and the seriousness of the crime.
9. Instructions on how to pick up your cash reward will be given once it is approved by the Board of Directors.

## What is Crime Stoppers?

Incorporated in 1988, Crime Stoppers Guelph Wellington is a non-profit charitable organization which combines the best efforts of the **media**, the **community** and the **police** in the fight against crime.



**Our goal** is to promote awareness within the community and continue to educate our students and the public in making our community safer.

Since inception, over \$37,313,457 in recovered property and narcotics has been taken off the street, 2,222 cases cleared and 4,137 charges laid.

**The numbers speak for themselves...  
Crime Stoppers works!**

**CRIME**  **GUELPH WELLINGTON STOPPERS 1-800-222-TIPS (8477)**

## Yes, I want to help:

Enclosed is my donation:

- ☐ \$10      ☐ \$50  
☐ \$100      ☐ Other

Donations \$10 and over are tax-deductible.

**CHARITABLE REGISTRATION #  
13701 5491 RR0001**



I would like to become a Board Director,  
please send me an application:

NAME: \_\_\_\_\_ 88  
 STREET: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 POSTAL CODE: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_

Crime Stoppers Guelph Wellington  
 P.O. Box 391  
 Fergus, ON N1M 3E2



# COUNTY OF WELLINGTON

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

ADMINISTRATION CENTRE  
74 WOOLWICH STREET  
GUELPH ON N1H 3T9

October 3, 2016

Harjinder S. Gill  
c/o First G. Capital Inc.  
439 Main Street East  
P.O. Box 100  
PALMERSTON, Ontario N0G 2P0

Dear Mr. Gill:

Re: Draft Plan of Subdivision 23T-10003 Extension  
Owners: Mies & Diny Pul  
Location: Part Lot 20, Concession 1, geographic Town of Palmerston, now Town of Minto

Please be advised that an extension to Draft Approved Plan of Subdivision 23T-10003 has been granted today, October 3, 2016. The lapse date for this Plan has been extended to October 4, 2021.

Should you require any further clarification or assistance, please contact me.

Sincerely,

Gary Cousins, MCIP, RPP  
Director of Planning

cc— Clerk, Town of Minto  
Maitland Valley Conservation Authority  
Union Gas  
Upper Grand District School Board  
Wellington Catholic District School Board  
County of Wellington Engineer's Office  
Wellington County Planning Department



RECEIVED OCT 03 2016  
**UPPER GRAND  
DISTRICT SCHOOL  
BOARD**

**Martha Rogers**

*Director of Education and Secretary – Treasurer*

Board Office: 500 Victoria Road N. Guelph, ON N1E 6K2

Email: martha.rogers@ugdsb.on.ca

Tel: 519-822-4420 ext. 720 or Toll Free: 1-800-321-4025

September 28, 2016

PLN: 16-63

File Code: R02

Sent By: mail & email

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

Dear Grace Wilson,

**Re: Notice of Decision – Closure of Centre Peel Secondary School**

At the September 13, 2016 Business Operations Meeting, the Upper Grand District School Board received a report from board staff requesting approval of an exemption from the board's Pupil Accommodation Review process to permit the closure of Centre Peel Secondary School.

Centre Peel SS has been housed in the same building as Centre Peel Public School. However, as of September 6, 2016, there were no secondary students registered to attend Centre Peel SS for the 2016/17 school year. Students who had attended Centre Peel SS in 2015/16 were attending Norwell District Secondary School.

For several years Norwell DSS, located in the Town of Minto, has been providing Centre Peel SS students with additional instructional opportunities that were not available in the Centre Peel PS building.

The Ministry of Education's Pupil Accommodation Review Guideline and the Board's Pupil Accommodation Review Policy 305 and Procedure 305A sets out certain circumstances where the board is not required to undertake a Pupil Accommodation Review, including "where there are no students enrolled at the school at any time throughout the school year".

Therefore, on September 27, 2016, the Board approved the closure of Centre Peel SS, effective immediately. Centre Peel PS students will now be directed to attend Norwell DSS upon graduation of Grade 8. The Centre Peel PS building will remain operating as an elementary school, exclusively.

Sincerely,

Martha C. Rogers  
Director of Education  
& Secretary Treasurer

**Upper Grand District School Board**

• Mark Bailey; Chair  
• Marty Fairbairn; Vice-Chair

• Linda Busuttil  
• Susan Moziar

• Kathryn Cooper  
• Bruce Shieck

• Barbara Lustgarten Evoy  
• Lynn Topping

• Martha MacNeil  
• Barbara White



# Jamesway Board Meeting

August 11th @ 9 A.M.

Attendances Randy Ruetz, Larry Drummett  
Jean Anderson, Karen Howler, Marion Hylin  
Minutes from meeting June 9, 2016 Motion from  
Larry Drummett that we accept seconded by  
Jean Anderson. Carried

Update to Existing Business - Quick Tubs have  
been installed in all apartments.

New Business - Joe Johnson Cpt 102 has died.  
The Board sent a donation of \$25.00 to The  
Palmerston Hospital.

Myrtle & Brian have started cleaning & painting  
New Carpet, and linoleum will be installed last  
week of August. Also a new raised toilet.

New Tenant - Karen Howler has exhausted her leads  
from the County list for a RGT tenant so the  
unit will now be a Market Unit which lowers  
our RGT units to 6 from a mandate of 11.

She will start calling market Unit clients.

Generator - Have received 3 quotes for  
installing Generator. There is funding  
available from County. But not sure if  
the Generator will qualify.

Motion Larry Drummett made a Motion  
to accept the quote from Advanced  
Electric at a cost of \$48,563.95 + HST.  
seconded by Jean Anderson Carried

We need to submit our 1 year capital budget  
and 5 year capital plan by October 1st 16  
Randy Ruetz, Larry Drummett & Karen Howler  
to look after this.



Review Profit & Loss

Accounts Payable July \$21,473.99  
August \$31,621.38

Motion to accept by Jean Anderson  
seconded by Larry Drummett Carried

Next meeting October 13, 2016 @ 9 A.M.

Adjourned Jean Anderson

President

Secretary  
Karin M. Skyles



## Building Permit Monthly Review

Period Ending - October 31, 2016

	2016		2015	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	2	\$ 580,000.00	3	\$ 685,000.00
Multiple Family Dwelling	1	\$ 650,000.00	1	\$ 350,000.00
Accessory Appartments	0	\$ -	0	\$ -
Residential Additions/Renovations	5	\$ 446,000.00	3	\$ 141,000.00
Residential Accessory Structures	2	\$ 100,000.00	1	\$ 3,000.00
Residential Pool Enclosures/Decks	2	\$ 16,000.00	1	\$ 3,000.00
Commercial Permits	1	\$ 5,000.00	1	\$ 28,000.00
Industrial	0	\$ -	1	\$ 210,000.00
Institutional	0	\$ -	0	\$ -
Agricultural	2	\$ 155,000.00	4	\$ 787,000.00
Sewage Systems	0	\$ -	0	\$ -
Demolitions	0	\$ -	0	\$ -
Monthly Total	15	\$ 1,952,000.00	15	\$ 2,207,000.00
Total Year to Date	185	\$ 15,788,000.00	164	\$ 22,675,000.00

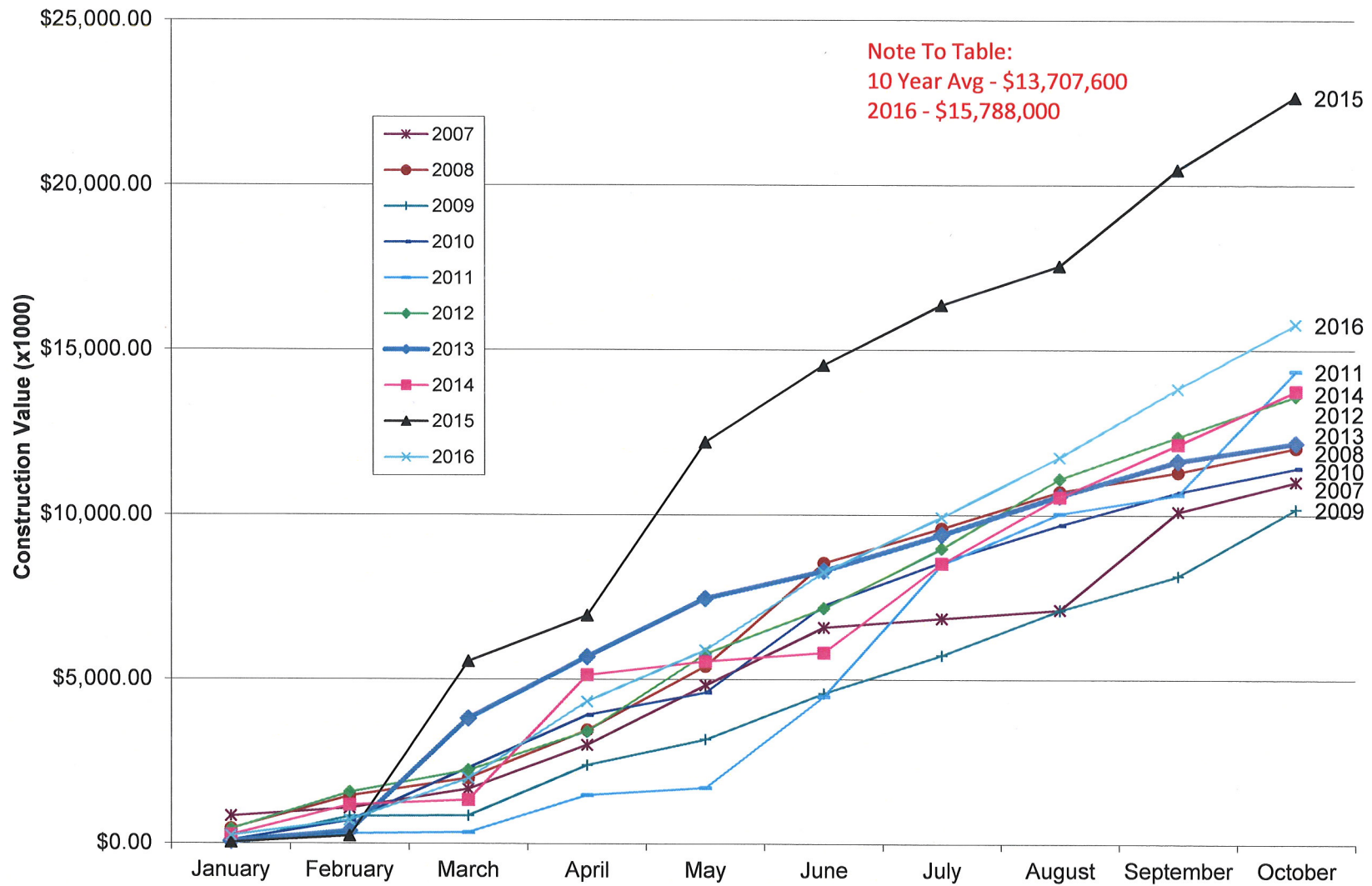


## Building Permit Year-To-Date Report

### Year-To-Date Ending October 31, 2016

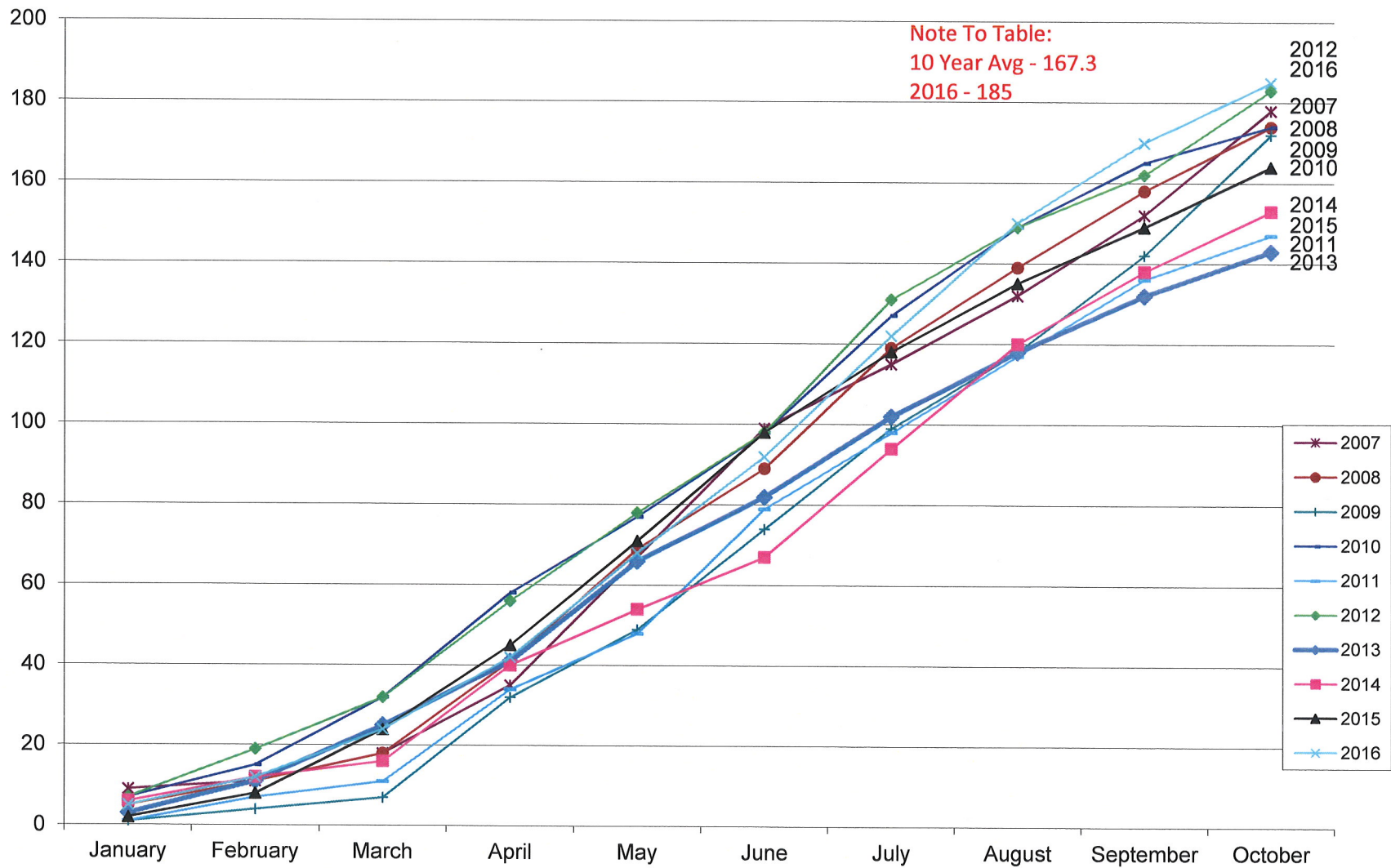
	2016		2015	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	23	\$ 6,769,000.00	15	\$ 4,013,000.00
Multiple Family Dwelling	4	\$ 1,550,000.00	7	\$ 2,635,000.00
Accessory Apartments	1	\$ 40,000.00	0	\$ -
Residential Additions/Renovations	30	\$ 1,831,000.00	34	\$ 1,364,000.00
Residential Accessory Structures	32	\$ 557,000.00	24	\$ 615,000.00
Residential Pool Enclosures/Decks	33	\$ 301,000.00	20	\$ 91,000.00
Commercial Permits	3	\$ 605,000.00	8	\$ 140,000.00
Industrial	5	\$ 700,000.00	4	\$ 1,500,000.00
Institutional	4	\$ 665,000.00	6	\$ 6,062,000.00
Agricultural	34	\$ 2,633,000.00	36	\$ 6,170,000.00
Sewage Systems	12	\$ 114,000.00	7	\$ 73,000.00
Demolitions	4	\$ 23,000.00	3	\$ 12,000.00
<b>Total</b>	<b>185</b>	<b>\$ 15,788,000.00</b>	<b>164</b>	<b>\$ 22,675,000.00</b>

# 10 Year Construction Value





# 10 Year Permit Numbers





## **TOWN OF MINTO**

**DATE:** November 8, 2016

**REPORT TO:** Mayor and Council

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

**SUBJECT:** Standard Community Improvement Plan Agreement

---

### **STRATEGIC PLAN:**

4.7 Support and expand Community Improvement Plan incentives to strengthen the Town's core commercial districts including programs to enhance maintenance of the existing building stock and encourage re-use of vacant buildings.

9.3 Enhance funding and increase the range of qualifying projects in the Community Improvement Plan, such as structural improvements, and promote existing incentives for Brownfield redevelopment and tax increment financing while encouraging the County and Province to participate. Review the Plan's geographic area to assess whether to include areas beyond the downtowns.

### **BACKGROUND**

In October 2015 Council approved an amended Community Improvement Plan providing "a framework to guide public sector investment and stimulate private sector investment" in the urban communities of Harriston, Palmerston and Clifford. The amended CIP enhanced and extended programs the Town has offered since 2009 (to December 31, 2019), added locations along Main Streets where incentives may be offered and defined new incentives for significant Commercial, Residential, Industrial, or Institutional re-development with a focus on maintaining core areas as key focal points. The document requires successful applicants "enter into an agreement with the municipality which will outline the specific terms of the loan/grant program"

In 2015 the Town had set a budget of \$75,000 in anticipation of additional grants for structural improvements under its CIP. Early in 2016 staff developed a Community Improvement Plan Structural Component Checklist to help review and rank potential projects. At that time the Old Post in Harriston and the Brett Young Seeds building in Clifford were main applicants. The Old Post received the first \$37,210.31 grant by recommendation of the Economic Development and Planning Committee and approval by Council. While a formal agreement was not signed at that time, payment was made based on proof of payment supplied by the owner.

In September 2016 Economic Development Committee approved a second structural grant to the Old Post in the amount of \$20,000 \$25,000 subject to the owners executing an agreement as contemplated by the amended CIP.

### **COMMENTS:**

The attached draft agreement was prepared by the C.A.O. Clerk using an on-line version from another community. The Business & Economic Manager and Chief Building Official reviewed the draft agreement and it was presented to the Economic Development and Planning Committee and the Hendricks for comment.

General terms of the agreement are as follows:

- Owners to be up to date on taxes, no liens or contractor payments, and no by-law or other infractions
- Five year term when approved works are to be properly maintained at Owners expense
- 20 days' notice of sale of lands to be provided to Town to ensure new owner qualifies.
- All work to be constructed and maintained according to Building Code and this agreement and all permits to be obtained by the Owner
- Town has right to inspect the works and permission for occupying or using the Town road shall be obtained
- Owner to repay 20% of the grant received for each year the approved works are not properly maintained. 30 days to pay back the grant; interest for 90 days after which charged against the lands as taxes
- Owners to have \$2 million liability and provide a certificate to the Town if requested. Town is saved harmless from any liability for works the owner's complete using any grants provided by the Town.
- The agreement may be registered on title at Town's option and cost. Owners have seven days to correct deficiencies unless life safety or emergency where they have 24 hours;
- Council can provide relief to the agreement upon written request by the Owners
- Town may terminate the agreement with 30 days' notice

The Town and the owners of the Old Post have had fantastic cooperation during the renovation of this important building. This project is exactly the kind the amended CIP was designed to encourage and has become an important focal point in the community. The agreement is written as a template for use in projects where substantial grants are to be given. It provides written assurance that the work the Town helps fund will remain in place for at least five years. Other potential liabilities to the Town as a "supporter" of the project are addressed by the agreement and minimize legal exposure.

#### **FINANCIAL CONSIDERATIONS:**

It is suggested this agreement be considered for grants over \$5,000 or at the discretion of Council.

#### **RECOMMENDATION:**

That Council receives the C.A.O. Clerk's November 8, 2016 report regarding Standard Community Improvement Plan Agreement and approves the use of the agreement as described in the report for grants and other incentives over \$5,000 in value.

Bill White, C.A.O. Clerk

THIS AGREEMENT made this 1st day of December 2016,

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO  
(hereinafter called the "TOWN") OF THE FIRST PART

- and -

<name>  
(hereinafter called the "OWNERS") OF THE SECOND PART

**WHEREAS** the Owners represent and warrants to be the lawful and registered Owners of the lands and premises, (the "Subject Property") as described in Schedule "A" to this Agreement;

**AND WHEREAS** the Town has in place a Community Improvement Plan (the "CIP"), as provided for under Part IV of the Planning Act, R.S.O. 1990, Chapter P.13;

**AND WHEREAS** the Owners applied to the Town for one or more grants in the incentive program of the CIP to develop and/or re-develop and/or improve the Subject Property in accordance with this Agreement;

**AND WHEREAS** the Town requires the Owners, having received approval for certain grants to enter into an Agreement to maintain certain approved work as outlined in the approvals given by the Town

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises and covenants contained herein, and the sum of Two Dollars (\$2.00) CDN, now paid by each of the parties to each other, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**1. RECITALS:**

The Parties acknowledge the accuracy of the foregoing recitals and incorporate same as terms of this Agreement.

**2. SCHEDULES:**

The following schedules are attached hereto and form part of this Agreement:

2.1 Schedule "A" – Description of the Subject Property

2.2 Schedule "B" – Approved Complete Application

2.3 Schedule "C" – Further Terms Forming Part of this Agreement.

**3. PRE-CONDITIONS:**

The Owner acknowledges as follows:

- (a) that they have paid in full all municipal charges including taxes, water and wastewater charges, and local improvement charges as the case may be for the Subject Property;
- (b) confirm there are no outstanding or impending liens or other encumbrances other than duly registered mortgages in good standing; and
- (c) comply with all relevant Municipal By-Laws, codes and requirements both prior to the execution of this Agreement and throughout the term of this Agreement.

**4. TERM:**

Subject to the termination provisions of this Agreement, this Agreement shall be for a period of five years commencing on the date of this Agreement. In the event the approved work contemplated under Schedule "B" of this Agreement is not suitably maintained or is altered or replaced within the Town may consider this Agreement at an end and seek repayment of the grant in accordance with the terms herein.

**5. OWNER'S EXPENSES:**

Every obligation of this Agreement by which the Owners are obligated in any way shall be deemed to include the words "at the expense of the Owners" unless specifically stated otherwise. Nothing in this Agreement shall relieve the Owners from any other lawfully



imposed rates, taxes, levies or charges now or hereinafter imposed by the Town or other government body.

#### 6. OTHER AGREEMENTS:

Wherever some or all of the works associated with the Subject Property may also be subject to another agreement with the Town or any other party, then any matters related to the other agreements shall be coordinated with the requirements under this Agreement.

#### 7. GENERAL CONDITIONS:

The Owners acknowledge, covenant and agree to be bound by the following:

- (a) Sale or transfer of Title or any other type of change of ownership of the Subject Property must be reported to the Town in writing within 20 business days of the final closing date so the Town can assess grant eligibility implications for the new Owner;
- (b) Eligibility for any monies payable to the Owners under this Agreement may be lost in the event the Owners default on any other obligations with the Town; and
- (c) The Owners shall execute any documents, consent, or applications required to give effect to this Agreement.

#### 8. CONSTRUCTION OF WORKS:

The Owners covenant and agree that the works shown on Schedule “B” shall be constructed and maintained in a good and workmanlike manner, in conformity with the prescribed scope of works, and in compliance with the Ontario Building Code. Further, such works shall be in accordance with any specifications set out in this Agreement, the Engineering Standards of the Town and the standards of any applicable regulatory authority. No deviation from or modification of the Schedules shall be made without the written approval of the Town.

#### 9. PERMITS:

Prior to obtaining permits under the Ontario Building Code or any other provisions to modify the works on the subject lands, the Owners shall:

- (a) comply with the terms of this Agreement;
- (b) obtain all necessary permits and approvals required by any applicable agencies having jurisdiction, or made satisfactory arrangements to do so prior to starting construction;
- (c) submit required applications and fees to the Building Department for building permits, inclusive of all information as may be required by the Chief Building Official (CBO) of the Town or his designate; and
- (d) pay to the Town all applicable Development Charges and other charges as may be required.

#### 10. ACCESS AND INSPECTION:

The Owner covenants and agrees that the Chief Building Official, Engineer and any other designated agent(s) of the Town shall have the right, at all times, to inspect the Subject Property, buildings and works being erected or constructed. If in the opinion of the CBO, Engineer or other Town designate, the work is not being carried out or maintained in accordance with the Ontario Building Code or other applicable law, or this Agreement, the CBO may, in the event of an urgent or emergency situation, immediately stop all or any part of the construction for Town any length of time until the building and works have been placed in satisfactory condition.

#### 11. ROAD OCCUPANY PERMITS:

No construction shall take place on the Town’s lands or rights-of-way prior without prior written approval from the Town. The Owners shall at all times keep the Subject Property and the Town’s lands and roadways in reasonable condition and free from all hazardous situations and unnecessary debris and refuse. The Owners shall provide all necessary signs and lighting to provide ample warning to the public of any area that poses actual or potential dangers and/or hazards.

#### 12. WASTE:

All refuse and debris associated with maintenance or repair of the works that are subject to this Agreement shall be disposed in an orderly, sanitary and expeditious manner in a disposal area provided by the Owners at their sole cost and expense. The Town will not be responsible for the removal, disposal or acceptance of refuse and debris.

**13. EASEMENTS:**

The Owner agrees to grant to the Town or its agents, free of cost and encumbrance and prior to the advance of any grant all such easements and rights-of-way as may be required as set out in Schedule "C".

**14. PRINCIPAL PAYMENTS:**

Subject to the provisions of this Agreement the Grant monies, as of the day the Grant(s) is (are) approved, shall be paid to the Owners in accordance with the general and specific provisions of the CIP and the provisions of this Agreement.

**15. GRANT MONIES PAYABLE:**

Grant monies shall be paid as shown in Schedule "B", subject to the terms and conditions of the CIP to the Owner. The maximum grant approved pursuant to this Agreement is the sum of \_\_\_\_ Thousand Dollars (\$\_\_\_\_,000).

**16. OWNERS FINANCIAL OBLIGATIONS:**

- (a) In the event the Town determines that the Owners have failed to maintain approved work outlined in Schedule "B" to this Agreement, the Owners agree to re-pay the Town 20% of the grant amount listed in Part 15 of the agreement for each year of this agreement that the said works were not adequately maintained.
- (b) In the event this amount is not re-paid or are only partially re-paid within thirty (30) days of being billed, the Town will be entitled to charge interest on the overdue amounts at the rate charged on overdue property taxes. After ninety (90) days the Town shall add the unpaid amount and interest shall be inclusively deemed as tax arrears and may be collected in the same manner as tax arrears applicable to the subject lands.

**17. INSURANCE:**

The Owners shall maintain Public Liability Insurance in a form and on terms which are in an amount of not less than Two Million Dollars (\$2,000,000.00). The insurance coverage shall be primary and shall not call into contribution any insurance coverage by the Town, and where maintenance work is to occur on Town lands the Town may, at its sole discretion, require the Owner's to name the Town as an additional insured to the Owner's public liability insurance. The Owners shall produce a certificate of insurance if requested by the Town.

**18. MUNICIPAL LIABILITY AND INDEMNIFICATION:**

The Owners indemnify the Town from any and all suits, claims, damages, demands, costs, suits, actions or causes of actions of any nature or kind whatsoever arising from or connected with the carrying out of the Owner's obligations in this Agreement without restricting the generality of the foregoing with respect to any claims pursuant to the Ontario Building Code and the Construction Lien Act. Notwithstanding any other provision of this Agreement, or any intervening acts or arrangements between the parties, the Owners shall, at their sole cost, indemnify the Town as set out above including the full legal costs of the Town, which may arise either directly or indirectly by reason of the Owners undertaking the prescribed works

**19. ADDITIONAL OBLIGATIONS OF THE OWNERS:**

All building and works to be done pursuant to this Agreement shall be provided and maintained by the Owner's sole risk and expense, to the satisfaction of the Town. During the course of any construction or maintenance work, the Owner's shall not create any unreasonable public nuisance, such as dust, noise, vibration or noxious odours, and in particular shall not obstruct ingress or egress to the Subject Property or interfere with traffic flowing along adjoining roadways. The Owner's shall repair or replace any infrastructure, utilities, existing structure or landscaping located along the road allowance that has been damaged as a result of the construction or maintenance activity of works that are subject to this Agreement.

**20. REGISTRATION:**

The parties hereto agree that this Agreement may be registered on Title to the Subject Property at the option of the Town. Upon registration, the Agreement shall be deemed to run with and bind the Subject Property. This Agreement may be released from the title upon all

obligations Town being fulfilled by the Owner, said release to be prepared and registered at the expense of the Town.

**21. ENFORCEMENT:**

- (a) If the Owners are in default of this Agreement, including the obligation to maintain the works, then the Town shall immediately provide written notice of the default to the Owners including the expected corrective work, and provide the Owners seven (7) calendar days, or in a bonafide life safety or emergency situation twenty-four (24) hours to comply with the requirements of the notice.
- (b) In the event the Owners fail to comply with the requirements of the notice, the Town may enter upon the Subject Property without further notice and take all necessary corrective work including, if necessary, removal of the construction works in order to restore the Subject Property to a safe condition.
- (c) Notwithstanding the foregoing, if in the opinion of the Town, there is danger to the public or property, the Town or anyone acting on its behalf, may immediately enter the property without notice to secure the property and/or remove the danger, all to the satisfaction of the Town, at the sole cost of the Owners. The Town shall be entitled to charge the total cost of such enforcement including all engineering and legal fees to the Owners who shall pay forthwith upon demand, failing which the Town may collect the costs from any security posted with the Town and/or add the cost to the tax bill of the Subject Property, whereupon such amount shall be inclusively deemed as tax arrears and may be collected in the same manner as tax arrears.
- (d) In this instance, the Owners shall be deemed to be in default of this Agreement. In the event of default in any obligation of the Owners, the provisions of Section 446 of the Municipal Act, S.O. 2001, and amendments thereto shall apply in addition to any other rights of enforcement that may be available to the Town.

**22. APPLICATION TO COUNCIL:**

The Owners may request relief from certain provisions of this Agreement by making Application to the Council of the Town in writing with reasons for the requested relief. Council for the Town will review the request in consultation with such departments, persons or agencies as it deems appropriate and provide its decision by way of Resolution of Council. The decision of Council shall be final and binding upon the parties. A copy of such decision shall be filed with the Town's copy of this Agreement.

**23. EXTENSION OF TIME:**

Time shall always be of the essence in fulfilling the terms of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both the Owners and Town Council, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

**24. CONSTRUCTION LIEN ACT:**

The Owners covenant and agree that it will hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the Construction Lien Act. The obligation of the Owners to indemnify the Town will extend to any matters arising under the Construction Lien Act, or any other claim for unpaid accounts. On demand by the Town, the Owners will take such steps as may be necessary to immediately discharge all liens registered upon the Subject Property or otherwise advanced against the interest of the Owners in relation to the prescribed works.

**25. MORTGAGEE:** In the event any Mortgagee becomes the Owner of the Subject Property, the Grant will become immediately repayable in accordance with Section 16 of this agreement be advanced unless the Mortgagee agrees in writing to be bound by this Agreement and to maintain the works as required herein.

**26. TERMINATION:**

- (a) If the Owners fail to take out a building permit and complete the construction and maintenance of the required work set out in Schedule "B", this Agreement may be

terminated and declared null and void by the Town at its sole option and on thirty (30) days' notice to the Owners without any recourse, financial or otherwise, on the part of the Owners, their agents or other parties that may have a direct or indirect interest in the Subject Property.

- (b) The refund of any fees, levies or other charges shall be at the sole discretion of the Town, but under no circumstances will interest or any other form of opportunity costs foregone, whether explicit or implied, be paid on any refund nor will the Town be held liable for the terms of any third party agreements. It is the intent of this Agreement and the obligation of the Owners to ensure that maintenance works are performed correctly, expeditiously and continuously once this Agreement has been executed.

27. DEFAULT:

If the Owners are deemed by the Town to be in default of this Agreement, the grant amount listed in Part 15 shall be repaid to the Town in accordance with Part 16 of this agreement and any other applicable section contained herein.

28. BANKRUPTCY, LIQUIDATION OR RECEIVERSHIP:

In the event of bankruptcy, liquidation or receivership, then this Agreement will be deemed to be in default and subject to termination by the Town such that the Grant will not be advanced. Notwithstanding the foregoing, a Trustee or Receiver may seek to re-establish the Grant by applying to the Town, receiving the Town's approval, agreeing to be bound to this Agreement and completing the works as required herein.

29. NOTICE:

All notices that are required to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered mail, or sent by facsimile to the parties at their respective addresses as set out as follows:

"Town"  
Clerk, Corporation of the Town of Minto,  
5941 Highway 89, Harriston Ontario, NOG 1Z0.  
Fax Number: 519-338-2005

"Owners"  
<name, address, fax>

Notices which are delivered or sent in the manner set out shall conclusively be deemed to be received for all purposes hereof and in the case of those personally delivered on the date of such delivery, in the case of those sent by facsimile on the first business day following the sending of the facsimile and in the case of those given by registered mail on the fourth (4th) day following that upon which the Notice was mailed.

30. WAIVERS:

Failure of the Town at any time to require performance by the Owners of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its rights at law to enforce this Agreement.

31. SEVERABILITY:

If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement and its application to any person or circumstances shall not be affected.

32. GOVERNING LAW:

This Agreement shall be interpreted and governed by the laws of the Province of Ontario.

33. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the individuals have hereunto set their hands and seals and the Town has hereunto affixed its Corporate Seals as attested by their proper signing officers in that behalf.

**OWNERS**

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

\_\_\_\_\_  
Witness (if applicable):

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

\_\_\_\_\_  
Witness (if applicable):

**THE CORPORATION OF THE TOWN OF MINTO**

By: \_\_\_\_\_  
George Bridge, Mayor

By: \_\_\_\_\_  
Bill White, C.A.O. Clerk

I/we have authority to bind the Corporation.

**Schedule “A” –Description of the Subject Property**

Lands municipally known as \_\_\_\_\_ located in the Province of Ontario County of Wellington Lot \_\_\_\_\_

**Schedule “B” – Approved Works Subject of Agreement**

Interior and exterior renovation of the building known as the \_\_\_\_\_ located on the subject lands including structure, brickwork, roof, walls, heating, ventilation, air conditioning, internal stairways, antique doors, skylight, windows, access ramps, accessible doors, signs, clock tower and similar

**Schedule “C” – Further Terms Forming Part of this Agreement.**

Not applicable





## TOWN OF MINTO

DATE: November 9<sup>th</sup>, 2016  
REPORT TO: Mayor Bridge and Members of Council  
FROM: Gordon Duff, Treasurer and Janet Klemp, Tax Collector  
SUBJECT: Minutes of Settlement and Assessment Adjustments

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### 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:

Under Section 40 (20) of the Assessment Act, The Town of Minto is required to amend the assessment roll with regard to decisions made by the Assessment Review Board (ARB) under actions brought to the Board under the following circumstances:

- their current value assessment is too high;
- updated structure data which changed their assessment;
- their property classification is incorrect; or
- if a property has more than one property class, the portion that is attributable to each class is incorrect.

The Town is also required to approve adjustments made as Advisory Notices of Adjustment (ANAs) under Sections 19.1 (5) and (7) of the Assessment Act and as Post Roll Amended Notices (PRANs) under Section 32 (1.1) of the Assessment Act. These ANAs and PRANs will result in decreased tax levies due to changes in assessments. The effects of these changes may affect the phase-in amounts of these assessments.

Requests for Reconsideration occur when a taxpayer asks the Municipal Property Assessment Corporation (MPAC) to review an assessment. If successful, Minutes of Settlement are issued to the Town the appropriate adjustments are made after Council approval.

### COMMENTS:

Attached is a listing of adjustments from the above mentioned sources which have been received in our office. These assessment changes deal properties approved into the Farm Property Tax Rate Program, updated structure data, revaluation of farm property, structures demolished from property, change of land use, conservation land area adjustment.

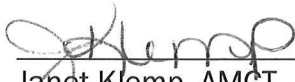
**FINANCIAL CONSIDERATIONS:**

The Town of Minto bears the cost of its share of these tax reductions, while the portions relating to the County of Wellington and the related School Boards are charged back to these bodies.

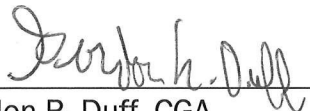
**RECOMMENDATION:**

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

Respectfully submitted by,

  
\_\_\_\_\_  
Janet Klemp, AMCT  
Tax Collector

Reviewed by,

  
\_\_\_\_\_  
Gordon R. Duff, CGA  
Treasurer

# TOWN OF MINTO

## Minutes of Settlement

November 2016

Roll Number	Assessment Change	Effective Date				
			General	County	School Board	Total

### Minutes of Settlement

2341 000 001 05300	FT of 394,200 added RT of 478,000 decreased to 83,800 Approved into the Farm Property Tax Rate Program	Jan 1 - Dec 31, 2016	(1,646.68)	(1,900.38)	(555.83)	(4,102.89)
2341 000 002 14732	RT of 507,000 decreased to 472,000 Updated structure data	Jan 1 - Dec 31, 2016	(207.70)	(224.97)	(65.80)	(498.47)
2341 000 002 24100	RT of 337,000 decreased to 234,000 Revalued as farm	Jan 1 - Dec 31, 2016	(573.68)	(662.06)	(193.64)	(1,429.38)
2341 000 004 04500	RT of 202,000 decreased to 50,000 Structures demolished	Jan 01 - Dec 31, 2016	(846.59)	(977.03)	(285.76)	(2,109.38)
2341 000 004 10000	FT of 66,900 added RT of 363,000 decreased to 296,100 Approved into the Farm Property Tax Rate Program	Jan 1 - Dec 31, 2016	(279.46)	(322.52)	(94.33)	(696.31)
2341 000 004 11100	RT of 427,000 decreased to 274,000 Revalued as farm	Jan 1 - Dec 31, 2016	(852.16)	(983.45)	(287.64)	(2,123.25)

### Amended Property Notices

2341 000 002 01500	Exempt of 13,900 decreased to 11,900 FT of 168,000 increased to 170,000 Area adjustment on Conservation Land Program	Jan 1 - Dec 31, 2016	2.78	3.21	0.94	6.93
2341 000 002 01800	Exempt 13,500 decreased to 3,500 FT of 388,500 increased to 398,500 Area adjustment on Conservation Land Program	Jan 1 - Dec 31, 2016	13.92	16.07	4.70	34.69
2341 000 003 16765	Exempt of 77,600 added RT of 379,200 decreased to 301,600 Area adjustment on Conservation Land Program	Jan 1 - Dec 31, 2016	(432.21)	(498.80)	(145.89)	(1,076.90)
2341 000 012 25200	RT of 1,030,000 decreased to 117,000 MPAC error - change of land use	Jan 1 - Dec 31, 2016	(5,417.99)	(5,868.58)	(1,716.44)	(13,003.01)
	<b>Total Rebates</b>		<b>\$ (10,239.77)</b>	<b>\$ (11,418.51)</b>	<b>\$ (3,339.69)</b>	<b>\$ (24,997.97)</b>

E - Exempt  
RT - Residential  
FT - Farmland





**TOWN OF MINTO**

**DATE:** November 4, 2016  
**REPORT TO:** Mayor Bridge and Members of Council  
**FROM:** Gordon Duff, Treasurer  
**SUBJECT:** Clifford Library Lease – Wellington County

---

**STRATEGIC PLAN:**

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

**BACKGROUND:**

The Town of Minto has leased space from the County of Wellington in the Clifford Library since November 2006 and has in turn sub-leased this space to The Minto-Mapleton Family Health team. The sub-lease was recently renewed, basically unchanged from the previous agreement. The Lease between the County of Wellington and the Town of Minto has now come up for renewal.

**COMMENTS:**

The attached lease proposes an increase from the previous two five-year terms. In discussion with Wellington County staff, it appears the County is seeking increases in the case of all arrangements similar to the Clifford Library lease. In return for this increase, there will be no changes to the base rate for the term of the lease. There will likely be revision to the shared costs as in previous years. As the Town of Minto recently renewed its sub-lease with the present medical tenants with no increase, a similar arrangement was proposed to the County, but was not supported. Staff will follow-up with the Family Health Team as part of the annual review.

**FINANCIAL CONSIDERATIONS:**

These changes in rental costs will be reflected in the 2017 and subsequent operating budgets.

**RECOMMENDATION:**

That Council receives the November 4, 2016 report from the Treasurer and a by-law authorizing signing of the lease be considered in open session.

Respectfully submitted by,

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Gordon R Duff, CPA, CGA  
Treasurer

**TOWN OF MINTO**

**DATE:** November 15, 2016  
**REPORT TO:** Mayor and Council  
**FROM:** Gordon Duff, Treasurer  
**SUBJECT:** Approval of Accounts

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**STRATEGIC PLAN:**

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

**BACKGROUND**

The following is a summary of accounts by Department paid for November 15, 2016:

Administration	\$ 106,259.27
People & Property	
Health & Safety	
Health Services	
Building	4,233.77
Economic Development	7,152.94
Incubator	1,887.05
Tourism	831.68
Fire	3,312.16
Drains	
Roads	284,594.87
Cemetery	
Streetlights	9,481.62
Waste Water	33,607.87
Water	10,701.99
Minto in Bloom	
Recreation	1,731.28
Clifford	7,138.86
Harriston	5,920.93
Palmerston	13,544.58
Norgan	3,353.45
	<hr/> <hr/>
	\$ 493,752.32

**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 November 15, 2016, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for October and November 2016.

Gordon Duff, Treasurer



**TO:** Mayor Bridge and Members of Council  
**FROM:** Brian Hansen, Public Works Director  
**DATE:** November 15, 2016  
**SUBJECT:** Winter Maintenance Contract, County Roads 2 & 3

---

**STRATEGIC PLAN:**

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

**BACKGROUND**

The Town of Minto has previously entered into contracts with the County of Wellington for the Winter Maintenance on County Roads 2 & 3, which is revisited on a yearly basis. This contract includes plowing, sanding, and routine patrolling.

The County of Wellington is offering compensation of \$7,500/km, up from \$7,000/km last year, for the maintenance of 14.4km, commencing November 19, 2016 or whenever winter maintenance has commenced up to and including March 24, 2017 or until such time as winter operations have ended.

**FINANCIAL IMPLICATIONS**

This contract will cover the actual cost of maintenance. The 2016 budgeted revenue from the County of \$100,800 in 2016 can be increased to \$108,000 based on \$7,500/km for the 2017 budget. The County will also compensate for any unforeseen extra costs which may be incurred due to heavy snowfall events outside of regular maintenance, as proposed in the attached letter from the County of Wellington.

**RECOMMENDATION**

That Council receives this report from the Public Works Director regarding the Winter Maintenance Contract for County Roads 2 & 3 and that Council accepts the compensation of \$7,500/km for the 2016/2017 winter season from the County of Wellington.

Brian Hansen  
Public Works Director



## COUNTY OF WELLINGTON

OFFICE OF THE COUNTY ENGINEER  
ADMINISTRATION CENTRE  
74 WOOLWICH STREET  
GUELPH ON N1H 3T9  
T 519.837.2601  
T 1.888.899.0248  
F 519.837.8138

GORDON J. OUGH, P. Eng.  
COUNTY ENGINEER

October 26, 2016

Mayor George Bridge  
Town of Minto  
R.R. 1  
Harriston ON N0G 1Z0

VIA FAX 519-338-2005

RE: **Winter Maintenance**

Dear Mayor Bridge

Once again I am writing to inquire as to whether your municipal staff would agree to maintain our WR2 and WR3 from November 19, 2016 or whenever winter maintenance have commenced up to and including March 24, 2017 or until such time as winter operation have ended..

The winter maintenance would include plowing, sanding, and routine patrolling such as necessary to protect the motoring public. It would not include sign repair, pothole patching or wash outs but we would expect to be notified when these deficiencies are encountered. I offer the following compensation of \$7,500/km for the 2015/2016 winter season.

In addition if the 2016-17 seasonal cost exceeds the proposed compensation I will cover those extra costs.

If this arrangement is acceptable please let me know so that our routes can be confirmed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J Paul Johnson', followed by a horizontal line.

J Paul Johnson, C.E.T., C.S.T.  
Operations Manager

JPJ/sg

Copy: John O'Donnell, Roads Superintendent  
Doug Shaw, Foreman, County of Wellington  
Brian Hansen, Director of Public Works, Town of Minto



**Court of Revision Municipal Drain 116  
Town of Minto  
Tuesday November 15, 2016  
6:30 p.m., Council Chambers**

---

**1. Call to Order**

**2. Roll Call**

**3. Disclosure of Pecuniary Interest under the Municipal Conflict of Interest Act**

**4. Introduction and Purpose of the Meeting**

The Court of Revision hears appeals on the portion of the cost of a proposed drainage work to be collected, as taxes, from the landowner. To appeal to the Court of Revision, a landowner assessed for drainage works must give a written notice of appeal to the Clerk of the initiating municipality at least ten days before the first sitting of the Court. The notice must state which land is assessed too high or too low or which land has not had proper consideration of its use.

No written appeals received

If a notice of appeal is late, but presented prior to the first sitting of the Court, the Court may hear the appeal provided it passes a resolution to accept late appeals. The Court can proceed only if it gives notice to all persons who might be interested.

Notices were mailed on or before October 19, 2016. A decision of the Court of Revision can be appealed to the Ontario Drainage Tribunal.

**5. Delegations**

Members of the public may be heard as a delegation with direction from the Court.

**6. Communications**

- a) Schedule of Net Assessment for Construction Drain 116-2016
- b) Map of Proposed Works

**7. Adjournment**

**SCHEDULE OF ASSESSMENT FOR CONSTRUCTION**  
**Municipal Drain No. 116 - 2016**  
**Town of Minto**

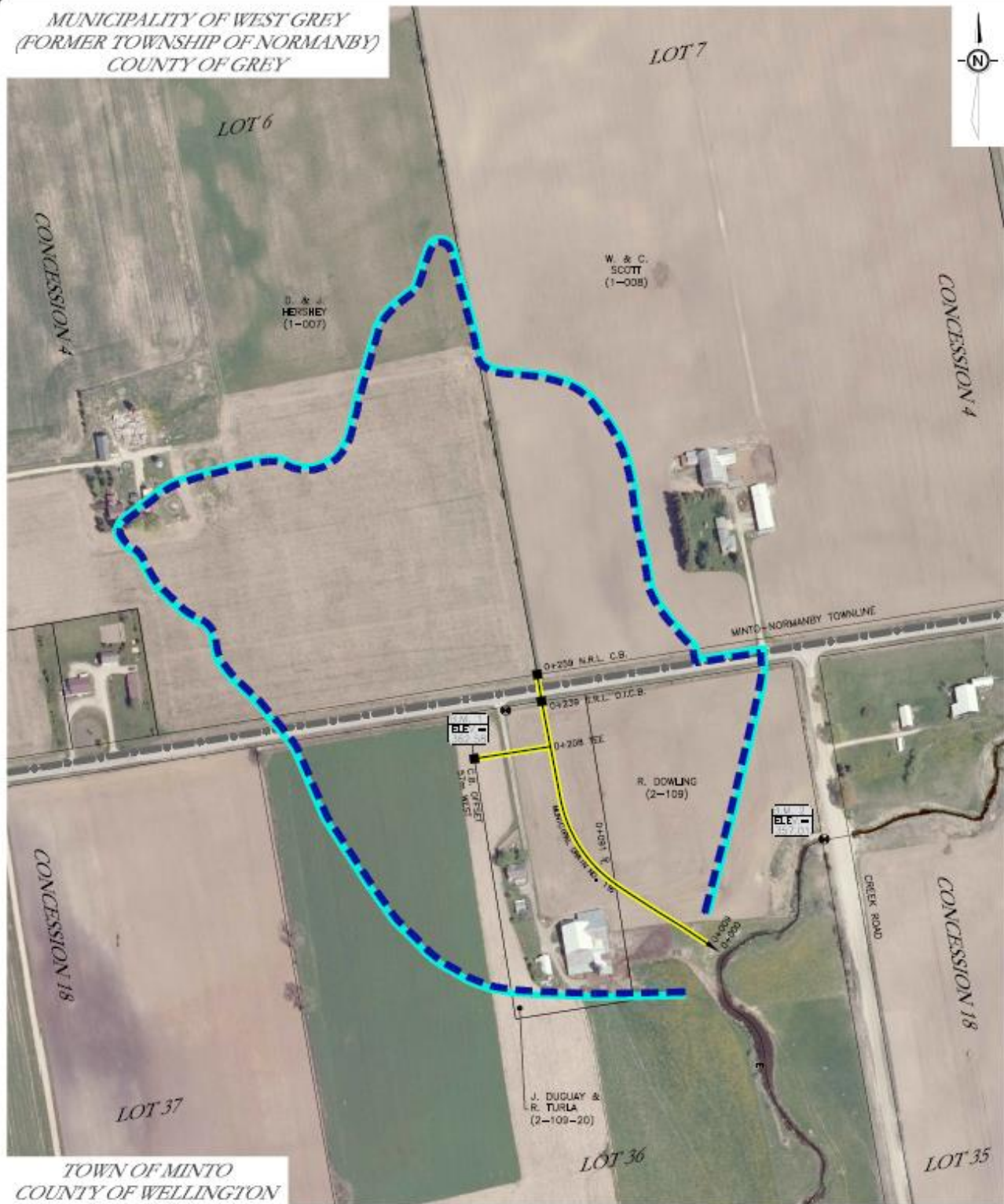
LOT OR PART	CON.	APPROX. HECTARES AFFECTED	OWNER	ROLL NO.	(SEC. 22) BENEFIT	(SEC. 23) OUTLET LIABILITY	(SEC. 26) SPECIAL ASSESSMENT	TOTAL ASSESSMENT	LESS 1/3 GOV'T GRANT	LESS ALLOWANCES	NET ASSESSMENT
<b><u>Town of Minto</u></b>											
Pt. 36	18	3.8	R. Dowling	2-109	\$9,500	\$1,740		\$11,240	\$3,747	\$1,280	\$6,213
* Pt. 36	18	1.9	J. Duguay & R. Turfa	2-109-20	\$8,000	\$360		\$8,360		\$2,690	\$5,670
Total Assessment on Lands					\$17,500	\$2,100		\$19,600	\$3,747	\$3,970	\$11,883
Minto-Normanby Townline					\$1,500	\$1,248	\$10,400	\$13,148			\$13,148
Total Assessment on Roads					\$1,500	\$1,248	\$10,400	\$13,148			\$13,148
<b>Total Assessment on Lands and Roads, Town of Minto</b>					<b>\$19,000</b>	<b>\$3,348</b>	<b>\$10,400</b>	<b>\$32,748</b>	<b>\$3,747</b>	<b>\$3,970</b>	<b>\$25,031</b>
<b><u>Municipality of West Grey (Former Township of Normanby)</u></b>											
Pt. 6	4	5.5	D. & J. Hershey	1-007	\$2,500	\$5,125		\$7,625	\$2,542	\$200	\$4,883
7	4	2.0	W. & C. Scott	1-008	\$1,500	\$1,879		\$3,379	\$1,126	\$200	\$2,053
Total Assessment on Lands					\$4,000	\$7,004		\$11,004	\$3,668	\$400	\$6,936
Minto-Normanby Townline					\$1,500	\$1,248	\$10,400	\$13,148			\$13,148
Total Assessment on Roads					\$1,500	\$1,248	\$10,400	\$13,148			\$13,148
<b>Total Assessment on Lands and Roads, Municipality of West Grey (Former Township of Normanby)</b>					<b>\$5,500</b>	<b>\$8,252</b>	<b>\$10,400</b>	<b>\$24,152</b>	<b>\$3,668</b>	<b>\$400</b>	<b>\$20,084</b>
<b>Total Assessment on Lands and Roads Municipal Drain No. 116 - 2016</b>					<b>\$24,500</b>	<b>\$11,600</b>	<b>\$20,800</b>	<b>\$56,900</b>	<b>\$7,415</b>	<b>\$4,370</b>	<b>\$45,115</b>

- NOTES: 1. \* Denotes lands not eligible for ADIP grants.  
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.  
3. The NET ASSESSMENT is provided for information purposes only.





MUNICIPALITY OF WEST GREY  
(FORMER TOWNSHIP OF NORMANBY)  
COUNTY OF GREY



Court of Revision Drain 116

**The Corporation of the Town of Minto**  
**By-law No. 2016-74**

to provide for drainage works in the Town of Minto  
known as Municipal Drain 116

**WHEREAS** the requisite numbers of owners have petitioned the Council of the Town of Minto in accordance with the provisions of the Drainage Act requesting that the following lands be drained by drainage works:

- 1) Part Lot 36 Concession 18, Town of Minto
- 2) Part Lot 6 Concession 4, Municipality of West Grey
- 3) Lot 7 Concession 4, Municipality of West Grey

**WHEREAS** the Council for the Town of Minto has procured a report made by Dietrich Engineering Ltd. of Waterloo Ontario dated July 25<sup>th</sup>, 2016.

**WHEREAS** the estimated total cost of constructing the drainage works is \$56,900

**WHEREAS** \$56,900 is being assessed to the lands and roads within the drainage area.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable:

**NOW THEREFORE, the Council of the Town of Minto under the Drainage Act hereby enacts as follows:**

1. The Engineer's Report Dietrich Engineering Ltd. of Waterloo Ontario dated July 25<sup>th</sup>, 2016 Reference No. 1557 is hereby provisionally adopted, and the drainage works as therein indicated and set forth are hereby authorized and shall be completed in accordance therewith.

2. The following attachment is extracted from the Engineer's report and is hereby adopted and forms part of this by-law as Schedule "A" - Assessment of Costs

3. A special annual rate sufficient to recover the costs of the drainage works and associated interest costs shall be levied upon the lands as set forth in the attached Schedule "A" to be collected in the same manner and at the same time as other taxes are collected in each year for (5) five years after the passing of this by-law.

4. The Town of Minto may borrow on the credit of the Corporation the amount of \$56,900 being the amount necessary for construction of the drainage works. The Corporation may issue debentures for the amount borrowed less the total amount of:

- a) grants received under Section 85 of the Act;
- b) commuted payments made in respect of the lands and roads assessed within the Municipality;
- c) monies paid under Subsection 61 (3) of the Act; and
- d) monies assessed in and payable by another municipality, and such debentures shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by the lender on the date of sale of such debentures.

5. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in Schedule "A" attached to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this By-law.

- a) For paying the amount of \$13,148 being the amount assessed upon the lands and roads belonging to or controlled by the Town of Minto,
- b) For paying the amount of \$13,148 being the amount assessed upon the lands and roads belonging to or controlled by the Municipality of West Perth.
- c) For paying the amount of \$30,604 being the amount assessed upon the landowners in accordance with the schedule of Assessment as provided in the report, a special rate sufficient to pay the amount assessed plus interest therein shall be



Schedule "A" – Schedule of Net Assessment  
Municipal Drain 116  
Part Lot 36 Concession 18, Town of Minto  
Part Lot 6 Concession 4, Municipality of West Grey  
3) Lot 7 Concession 4, Municipality of West Grey  
3) Lot 7 Concession 4, Municipality of West Grey

SCHEDULE OF ASSESSMENT FOR CONSTRUCTION											
Municipal Drain No. 116 - 2016											
Town of Minto											
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2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.											
3. The NET ASSESSMENT is provided for information purposes only.											

The Corporation of the Town of Minto  
By-law No. 2016-91

To authorize the Mayor and Clerk to execute a  
Lease Agreement with the  
County of Wellington for a portion of 7 Brown Street

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

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

**AND WHEREAS** the Town of Minto desires to lease a portion of the building at 7 Brown Street North in the former Village of Clifford from the Town of Minto beginning January 1<sup>st</sup>, 2017 until the 31<sup>st</sup> day of December 31, 2021;

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

1. That the Mayor and Clerk are hereby authorized and directed to execute the Lease Agreements attached hereto as Schedule "A" forming part of this By-law.
2. That the Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and passed in open Council this 15th day of November, 2016.

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

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

# THIS INDENTURE

made the 1st, day of January, 2017.

*In Pursuance of the Short Forms of Leases Act*

**BETWEEN**

**THE CORPORATION OF THE COUNTY OF WELLINGTON**

hereinafter called the "Lessor" OF

THE FIRST PART

and

**THE CORPORATION OF THE TOWN OF MINTO**

hereinafter called the "Lessee" OF

THE SECOND PART

PREMISES

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee,

ALL THOSE CERTAIN PREMISES known and described as part of a building at Lots 46 to 48, Plan: Village of Clifford; designated as Part 1, 61R9974; Minto, containing an area deemed to be 2,183 sq. ft., (the "premises"), together with twenty-two (22) shared outdoor parking spaces, for the purposes of a medical facility.

AND WHEREAS the County wishes to provide for the application of S110 of the *Municipal Act* S.O. 2001,c.25, and further to provide for tax exemptions as provided in subsection (6) thereof and has entered into this Lease Amendment Agreement pursuant to the said Act and the Municipal Capital Facility By-Law 5239 -11.

AND WHEREAS the Lessee has entered into a Lease Agreement with the County to lease the said premises for the purposes of providing health services at the said premises, being a class of municipal capital facility pursuant to Ontario Regulation 603/06 and the said premises on which the municipal capital facilities is being provided is entirely occupied and used for a service that may be provided by a municipality.

WITNESSETH that in consideration of the covenants herein and for good and valuable consideration, the parties agree as follows:

1. The Lessee will provide health services, such services being a class of municipal capital facility pursuant to Ontario Regulation 603/06, on the said premises demised in the Lease.
2. The County has entered into this Lease Amendment Agreement pursuant to *S110 of the Municipal Act* S.O. 2001,c.25 and the Municipal Capital Facilities By-Law 5239- 11.
3. The said premises shall be exempt from taxation for municipal and school purposes and this exemption shall continue only for so long as the Lease read with this Lease Amendment Agreement is in good standing and not in default.
4. Other than the tax exemption referred to above, the Tenant shall be solely liable for and pay all taxes, fees and charges as may be applicable in law as provided in the Lease.
5. The Lessor and the Lessee agree and acknowledge that the Landlord shall not be liable in any regard in the event that applicable legislation and by-laws relating to tax exemptions do not allow for the tax exemptions set out above or the continuation thereof in accordance with this Agreement.

AND OTHERWISE this Lease Amendment Agreement shall include the same covenants, provisos and conditions, so far as they are applicable or not inconsistent, as are in the Lease.

TERM

TO HAVE AND TO HOLD the said premises for and during the term of five (5) years to be computed from the 1st day of January, 2017 and from thenceforth ensuing and to be fully completed and ended on the 31st day of December, 2021, with the option to extend for an additional five (5) years upon mutual consent and successful negotiations.

RENT	YIELDING AND PAYING THEREFOR yearly and every year during the said term hereby granted, unto the said Lessor, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) per annum payable at par at Guelph, Ontario, in equal quarterly installments each in advance on the said term, the first payment to be made on the 1st day of November, 2016.
OPERATING COSTS	Operating costs refer to those costs set out in Schedule A attached hereto and shall be allocated between the Lessor and Lessee in the proportions therein set out and shall be paid as Additional Rent All Additional Rent payable under this Lease shall be charged to the Lessee as Rent and, unless otherwise provided in this Lease, shall be payable on demand, without deduction or set-off, as soon after the end of the calendar year in which the charge is made as the amount can be determined. The Lessor, acting reasonably, may in each year of the term estimate the amount of Additional Rent payable for the year. At the Lessor's option, the Additional Rent may be payable in equal quarterly instalments during the year. If quarterly instalments are made, the amount of the Additional Rent actually due shall be calculated at the end of the year and the Lessee shall pay the deficiency, if any, on demand, or the Lessor shall credit the Lessee with any overpayment, such overpayment to be applied in payment of the instalments of Rent next falling due, or if the Term has expired, the overpayment shall be repaid to Lessee
TAXES	The Lessee, in addition to applicable taxes included in the Operating Costs, shall pay any other tax or taxes laid, levied, assessed or imposed with respect to the premises by any local, provincial or federal legislation
<b>ARTICLE I</b>	<b>THE SAID LESSEE COVENANTS WITH THE SAID LESSOR, ITS SUCCESSORS AND ASSIGNS:</b>
RENT	(a) THAT it will pay Rent and Additional Rent.
USE OF PREMISES	(b) THAT the said premises will not, during the said term, be at any time used contrary to any law, regulation or by-law having jurisdiction.
FIXTURES	(c) THAT no fixtures, goods or chattels of any kind will be removed from the premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors or assigns, being first had and obtained.



(d) THAT the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained.

(e) THAT, at the expiration of the term hereby granted, or any renewal thereof, the Lessee may, but shall not be required to, at its sole option, remove or replace any leasehold improvements or alterations made or installed on the premises by it or the Lessor, provided that it shall make good all damage occasioned to the premises as a result of any such removal, reasonable wear and tear excepted.

NOTICE OF DEFECT (f) THAT it will give the Lessor notice, as soon as reasonably possible, of any accident to or defect in any system or part of the premises which the Lessor is obligated to repair.

NOT TO AFFECT  
INSURANCE

(g) THAT it will not do or omit or permit to be done or omitted on the premises anything which shall cause the insurance premiums for the building to be increased and if the insurance premiums for the building shall be increased, the Lessee shall, within five (5) business days after receipt of notice from the Lessor setting out in reasonable detail the cause for such increased premiums, pay to the Lessor the amount of such increase.

LESSEE'S COMPLIANCE  
WITH LAWS

(h) THAT it will comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes of any relevant authority which relate to the Lessee's use or occupation of the premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Lessee.

WASTE

(i) THAT it will not do or allow any waste, damage, disfiguration or injury to the premises or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

MAINTENANCE

(j) THAT it will provide for the entire premises the following: landscaping, grass cutting, and maintenance, snow shoveling, and removal from all sidewalks, walkways, and the shared parking lot.

NUISANCE

(k) THAT it will not use or permit the use of any part of the premises for any dangerous, noxious or offensive purpose or cause or permit any nuisance in, at or on the premises.

LESSEE'S  
INDEMNITY (l) THAT, save and except for any damage arising from the negligent act or omission of the Lessor or for whom it is in law responsible, to indemnify and save harmless the Lessor from and against any and all claims, including, without limitation, all claims for bodily injury or property damage arising from any act or omission of the Lessee or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Lessee and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon.

ASSIGNMENT AND  
SUBLETTING (m) The Lessee shall, before subletting any part of the premises to tenants other than those engaged in the medical profession, first obtain the written approval of the Lessor.

## **ARTICLE II THE LESSOR COVENANTS WITH THE LESSEE:**

QUIET ENJOYMENT (a) For quiet enjoyment.

HEATING (b) To heat the said premises in such manner as to keep the said premises at a reasonable temperature for the reasonable use thereof by the Lessee, except during the making of repairs. In case the boilers, engines, pipes, or other apparatus or any of them used in effecting the heating of the said premises shall at any time become incapable of heating said premises as aforesaid, or become damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them or (at the option of the Lessor) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Lessor shall not be liable for indirect or consequential damages for personal discomfort or illness arising from any default of the Lessor;

ACCESS (c) To permit the Lessee, its agents, invitees and those having business with any or all of them, full and uninterrupted access to the building seven (7) days per week twenty-four (24) hours per day during the term, including access for disabled persons. The Lessor covenants and agrees to provide all services and facilities required to be provided by it hereunder (including without limitation, light, water, fuel, electricity, plumbing, heating, ventilation and air-conditioning) at all times throughout the term.

SERVICES AND  
FACILITIES

(d) To provide and operate the following services and facilities for the premises as expressed below, and maintain the same such services and facilities in good repair (and, if necessary, replace same) during the term:

(1) Utility Systems

All utility systems and facilities, including water, fuel and electricity and including all charges for utilities used or consumed within the premises.

(2) Electrical Systems/Lenses, Bulbs and Related Equipment

An electrical system, including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the term, and all maintenance and parts thereof.

(3) Thermal Conditions and Air Quality

Subject to clause (c) a heating, ventilation and air-conditioning system.

(4) Water System

A water system capable of supplying hot and cold water to the premises and the washrooms serving the premises.

(5) Washrooms

Fully equipped washroom facilities.

(6) Exterior, Interior and Common Areas

Maintenance of the interior and exterior of the premises, walkways, the landscaped grounds and parking lots, including snow removal from access and existing routes, walkways and parking lots.

(7) Glass Replacement

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the building, including without limitation with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Lessee, its servants or agents.

(8) Waste Management and Recycling

In accordance with applicable municipal programs.

REPAIR	(e) To maintain the premises, including the building, the electrical and mechanical systems and the structure, in good repair and tenantable condition during the term and make good any defect or want of repair and/or replacement promptly upon notice thereof with a minimum of disruption.
TELEPHONE INSTALLATION AND COMMUNICATIONS	(f) To permit the Lessee to effect the installation of telephone and inter-communication apparatus in the premises as it may require.
LESSOR IMPROVEMENTS	<p>(g) That, unless the Lessor fully complies with the terms and conditions set out below, at no time during the term thereof shall it commence any further construction or alterations to the building which will have the effect of:</p> <p>(1) Interfering with the operations of the Lessee;</p> <p>(2) Interfering with ingress to or egress from the premises; or unless the Lessee otherwise consents, the Lessee's consent therefor not to be unreasonably withheld.</p>
INDEMNITY	(h) To indemnify the Lessee and save it harmless from and against all losses, claims, actions, damages, costs, liabilities and expenses (together the "Claims") in connection with loss of life, personal injury, damage to property (including any portion of the building and its equipment, machinery, services, fixtures and leasehold improvements) or any other loss or injury arising from or out of the negligent conduct of any work or service provided by the Lessor, or any negligent act or omission of the Lessor or those for whom the Lessor is at law responsible or by anyone permitted to be in the building by the Lessor. If the Lessee is, without fault on its part, made a party to any litigation commenced by or against the Lessor, then the Lessor will protect, indemnify and hold the Lessee harmless and pay all expenses and reasonable legal fees incurred or paid by the Lessee in connection with such litigation.
INSURANCE	<p>(i) At all times throughout the term, to obtain and maintain:</p> <p>(1) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all, contents and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous apparatus owned or operated by the Lessor or by others on behalf of the Lessor in the building and on the lands;</p>

(2) "All risks" insurance on the building and the equipment. contained in or servicing the building and on the lands, in an amount at least equal to the full replacement cost thereof, insuring all property of the Lessor, property for which the Lessor is legally liable or property installed by or on behalf of the Lessor;

(3)comprehensive general liability insurance including personal injury, broad form contractual liability, owners' and contractors' protective, contingent employers' liability, employers' liability, medical payments, products liability, completed operations, non-owned automobile liability, all coverages with respect to the building, the lands and the use of the common areas and facilities. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Ten Million Dollars (\$10,000.00) per occurrence; and

(4)Other forms of insurance as would be carried by a prudent owner of a similar building.

All of such policies shall be taken out and kept in full force and effect in the names of the Lessor and the Lessee, as their respective interests may appear and shall contain a cross-liability clause. None of the policies shall be invalidated as respects the interest of the Lessee, or those for whom the Lessee is at law responsible, by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the said policies.

All of the policies shall contain an undertaking by the insurers to notify the Lessee in writing not less than thirty (30) days prior to any material change, cancellation or termination. If requested by the Lessee, the Lessor agrees to deliver certificates of insurance of the underwriting insurance company or complete certified copies of policies to the Lessee within thirty (30) days after the placing of the required insurance. No review or approval of such insurance documentation by the Lessee shall derogate from or diminish the Lessee's rights or the Lessor's obligations as contained in this lease.

ADDITIONAL  
SERVICES

(j) If the Lessee requires any additional services to be performed in or relating to the premises, it shall so advise the Lessor in writing, and the Lessor may, as soon as reasonably possible, perform or provide any such additional services. Provided however, the Lessor may not provide such additional services, if to do so would:

(1) Seriously interfere with the reasonable enjoyment of the other tenants of their respective premises or the common areas and facilities;

- (2) Jeopardize or impede the Lessor's financing of the building and/or lands; or
- (3) Cause the building or its services and common areas and facilities not to be of building standards.

USE OF  
PREMISES

(k)The Lessor represents and warrants that the Lessee's intended use of the premises complies with all existing laws, regulations and by- laws having jurisdiction as at the commencement of the term.

ENVIRONMENTAL

(l) The Lessor shall use its continuing efforts throughout the term to ensure that no part of the building or the premises is used, without limitation (either by the Lessor or all other Lessees in the building) to generate, manufacture, refine treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant and/or mould, except in strict compliance with all applicable requirements of any relevant authority, including without limitation, environmental land use, occupational health and safety laws, regulations, requirements, permits and by-laws.

The Lessor shall remove any Environmental Contaminant and/or mould located on or in the building, whether or not known to the Lessor, as of the date of execution of the Lease, and whether or not resulting from any act, omission, or negligence of the Lessor or those for whom it is in law responsible, which is not contained in accordance with all applicable requirements of any relevant authority.

**ARTICLE III   PROVISOS:**

UNAVOIDABLE  
DELAYS

(a) Notwithstanding anything in this lease, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant, or act required hereunder by reason of strikes or labour trouble; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease (but excluding the inability to perform because of financial difficulties or lack of funds), then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform the term, covenant or act within the appropriate time period after the expiration of the period of the delay. If any of the events or problems referred to in this section

occur and either party contemplates that it will be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason thereof, such party shall forthwith deliver written notice to the other, with full and detailed particulars setting out the nature of such event or problem and the period of the delay contemplated by the party giving notice for the performance of any such term, covenant or act required hereunder.

RIGHT-OF-WAY

(b) If the premises are now or hereafter served by any easement or right-of-way, the Lessee, its servants, agents, employees, licensees and invitees shall have full right of ingress and egress over such easement or right-of-way in common with all others entitled thereto.

DAMAGE AND  
DESTRUCTION

(c) If, at any time during the term, the building is damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Lessor, then, and in every such event:

- (1) If the damage or destruction to the building is such that, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the date of the occurrence of such damage or destruction (the "Date of Damage"), the premises are rendered partially unfit for occupancy or impossible or unsafe for use or occupancy, then the rent shall abate as of the Date of Damage in proportion to the part of the premises which is rendered unfit for occupancy or impossible or unsafe for use or occupancy, and rent will not be payable again until such time as the premises and the leasehold improvements have been fully restored by the Lessor to their condition as of the commencement date.
- (2) If the damage or destruction to the building is such that, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the date of damage, the premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if, in either event, the damage, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the Date of Damage, cannot be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then either the Lessor or the Lessee may terminate this tenancy within twenty (20) days following the date of the giving of the Lessee's architect's opinion, upon written notice to the other party, in which event this lease and the term hereby demised will cease and be at an end as of the date of such damage or destruction and the rent shall be apportioned and paid in full to the Date of Damage. In the event that neither the Lessor nor the Lessee shall terminate this lease in accordance with the provisions hereof, then the Lessor shall repair the premises, the leasehold

improvements and the building with all reasonable speed and the rent hereby reserved shall abate from the Date of Damage until the date that either the premises and leasehold improvements are restored to their condition as of the commencement date or reasonable and convenient access is restored thereto.

- (3) If the damage or destruction is such that, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the Date of Damage, the premises are rendered wholly unfit for occupancy or if it is impossible or unsafe to use and occupy the premises, and if, in either event, the damage, in the opinion of the Lessee's architect to be given within twenty (20) days from the Date of Damage, can be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then the rent shall abate from the Date of Damage until the date the premises and leasehold improvements are restored to their condition as of the commencement date, provided that the Lessor shall repair the premises and the leasehold improvements with all reasonable speed.
- (4) The decision of the Lessee's architect as to the time within which the damage or destruction to the premises, the leasehold improvements or the building can or cannot be repaired, the extent of the damage, or the state of tenantability of the premises, as the case may be, shall be final and binding upon the parties.
- (5) Notwithstanding anything contained in this section (e), if the Lessor does not commence to repair or restore the premises, the leasehold improvements or the building within fifteen (15) days of the date of delivery of the Lessee's architect's opinion, or, having commenced the repair or restoration of the premises, the leasehold improvements or the building does not continue to complete same with reasonable dispatch, the Lessee may terminate the lease upon fifteen (15) days' prior notice to the Lessor, in which case, this lease and the term hereby demised shall cease and be at an end as of the date of such damage or destruction and the rent shall be apportioned and paid in full to the date of such damage or destruction.



RE-ENTRY	(d) If the rent hereby reserved, or any part thereof, shall be in arrears or if the Lessee shall make default in the observance or performance of any of the Lessee's covenants or agreements contained in the lease and such arrears of default shall continue for a period of fourteen (14) days, then the Lessor may give the Lessee written notice requiring the Lessee to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Lessee fails to pay the arrears or to commence to remedy the default within such period, the Lessor may, in addition to any other remedies the Lessor may have, either in this lease or at law, re- enter the premises and the term hereby granted shall thereupon be terminated.
TERMINATION	(e) The Lessee and/or Lessor shall have a right to cancel the lease by providing the other party with twelve (12) months' prior written notice at any time.
NON-WAIVER	(f) No condoning, excusing or overlooking by the Lessor or Lessee of any default, breach or non-observance by the Lessee or the Lessor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Lessor's or the Lessee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Lessor or the Lessee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Lessor or the Lessee save only an express waiver in writing.

NOTICES

(g) Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice:

to the Lessor: Corporation of the County of Wellington  
74 Woolwich Street, Guelph, ON N1H 3T9

**Attention: Scott Wilson, CAO**  
Facsimile No: (519) 837-1909

to the Lessee: Corporation of the Town of Minto  
RR 1, 5941 Highway 89  
Harriston, ON N0G 1Z0

**Attention: Gordon Duff, CPA, CGA**  
Facsimile No: (519) 338-2005

and delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the third business day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery.

ENTIRE  
AGREEMENT

(h) The Lessee and the Lessor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this lease save as expressly set out in this lease and that this lease and the schedules hereto constitute the entire agreement between the Lessor and the Lessee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality.

SEVERABILITY

(i) The Lessor and the Lessee agree that all of the provisions of the lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of the lease be illegal or not enforceable, it or they shall be considered separate and severable from this lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

INTERPRETATION

(j)

- (1) "Environmental Contaminant" means (a) any substance which, when it exists in the building or the water supplied to or in the building, or when it is released into the building or any part thereof, or into the water or the natural environment, is likely to cause at any time material harm or degradation to the building or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including without limitation and by way of example stachybotrys chartarum and other moulds), mercury and its compounds, dioxams and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (b) any substance declared to be hazardous or toxic under any environmental laws now or hereafter enacted or promulgated by any authorities, or (c) both (a) and (b).
- (2) The words 'herein', 'hereof', 'hereby', 'hereunder', 'hereto', 'hereinafter', and similar expressions refer to this lease and not thereof, unless there is something in the subject matter or context inconsistent therewith. In no event shall this lease be interpreted as a semi-gross or a net lease and the Lessee shall only be responsible for costs and expenses specifically set out herein.

REGISTRATION

- (k) The Lessee may, at its option, register a Notice of this lease in the applicable Land Registry or Land Titles Office, and the Lessor will co-operate with the Lessee to facilitate the registration and execute all documentation required for such purpose.

IN WITNESS **WHEREOF** THE PARTIES HERETO HAVE EXECUTED THIS LEASE.

**THE CORPORATION OF THE COUNTY OF WELLINGTON**

Per:

\_\_\_\_\_

\_\_\_\_\_

**THE CORPORATION OF THE TOWN OF MINTO**

Per:

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE "A"

Description	Procurement & payment responsibility	Cost sharing method	Included in operating cost component of lease
Hydro (including lighting for parking lot and signs)	County	40% to Minto 60% to County	Yes
Union Gas	County	40% to Minto 60% to County	Yes
Water and wastewater	County	50% to Minto 50% to County	Yes
Property taxes (if any)	County	100% to Minto	Yes
Pest Control	County	100% County	No
Insurance on building	County	100% County	No
Solid Waste Disposal	County	100% County	No
Fire alarm / extinguisher monitoring	County	100% County	No
Grounds maintenance, landscaping and snow removal for entire property	Minto	100% Minto Paid directly by Minto	No
Tenant's liability insurance	Minto	100% Minto Paid directly by Minto	No
Janitorial services	Minto	100% Minto Paid directly by Minto	No
Security system	Minto	100% Minto Paid directly by Minto	No
Telephone and internet	Minto	100% Minto Paid directly by Minto	No

The Corporation of the Town of Minto  
By-law No. 2016-92

To confirm actions of the Council of the  
Corporation of the Town of Minto  
Respecting a meeting held November 15, 2016

**WHEREAS** the Council of the Town of Minto met on November 15, 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 15, 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 15<sup>th</sup> day of November, 2016.

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Mayor George A. Bridge

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C.A.O. Clerk Bill White