

Tuesday, February 21, 2017 7:00 p.m. Council Chambers

			Pages
1.	Call t	o Order	
2.	Discl	osure of Pecuniary Interests Under the Municipal Conflict of Interest Act	
3.	Minu	tes of Previous Meeting	
	a.	Regular Council Minutes of February 6, 2017	1
4.	Addit	ional Items Disclosed as Other Business	
5.	Meet	lution Moving Council into Committee of the Whole to Consider Public ings, Delegations, Public Question Period, Correspondence, Reports, Motions hich Notice Has Been Previously Given and Other Business	
6.	Publi	c Meeting	
	a.	Proposed Building Permit Fee By-law	9
7.	Dele	gations	
8.	Publi	c Question Period	
9.	Corre	espondence Received for Information or Requiring Direction of Council	
	a.	Municipality of Neebing, Carbon Tax Credits for Municipalities	30
	b.	Ontario Municipal Board, Issue Decision, Schuettel vs Minto By-law 2016-48	32
	C.	Township of Muskoka Lakes, Fire Protection and Prevention Act, 1997 Resolution	39
	d.	Government of Ontario, Operator Certification Bulletin Drinking Water and	43

10.			mittees and Town Staff, Matters Tabled and Motions for Which n Previously Given	
	a.	Committ	tee Minutes for Receipt	
		1.	Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Minutes of September 23.2016	53
	b.	Committ	tee Minutes for Approval	
	C.	Staff Re	ports	
		1.	Recreation Services Manager, Accessibility Annual Update	59
		2.	Recreation Services Manager, Multi-Year Accessibility Plan	63
		3.	Recreation Services Manager, Customer Service Policy	67
		4.	C.A.O. Clerk, Equipment Lease Agreement SunSaver2 FIT 4.0	74
		5.	Treasurer, Approval of Accounts for February 14, 2017	90
		6.	Treasurer and Public Works Director, Citywide Software Proposal	92
		7.	Public Works Director, Minto Green Legacy Days	111
	d.	Other Bu	usiness Disclosed as Additional Item	
11.	Motio	n to Retur	n To Regular Council	
12.	Notic	es of Motic	on	
13.	Resol	ution Adop	oting Proceedings of Committee of the Whole	
14.	By-lav	vs		
	a.	2017-15	5, Building Permit Fees amendment	112
	b.	2017-16	6, Amend Water By-law 2017-06	114
	C.		7, Confirming Proceedings of the February 21, 2017 tee/Council meeting	116

15. Adjournment



Council Minutes Monday February 6, 2017 3:00 p.m. Council Chambers

Council Present:

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

Council Regrets: Deputy Mayor Ron Faulkner

Staff Present:

Bill White, C.A.O. Clerk
Annilene McRobb, Deputy Clerk, Recording Secretary
Terry Kuipers, Chief Building Official
Belinda Wick-Graham, Business & Economic Manager
Gordon Duff, Treasurer
Brian Hansen, Public Works Director
Allan Carr, Facilities Manager
Matt Lubbers, Recreation Services Manager

1. Call to Order 3 p.m.

At the request of Mayor Bridge Shannon Burrows of the Minto Express announced that her last day is March 17, and thanked Council and staff for their support. The Mayor and Council thanked Shannon for of her work wished her well in her new endeavour.

- 2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act None.
- 3. Minutes of Previous Meeting
- a. Regular Council Minutes of January 24, 2017

RESOLUTION: 2017-025

Moved By: Councillor Colwell; Seconded By: Councillor Turton

THAT the minutes of the January 24, 2017 Council Meeting be approved.

Carried

- 4. Additional Items Disclosed as Other Business None
- Resolution Moving Council into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business

RESOLUTION: 2017-026

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen

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

Carried

6. Public Meeting - None.

7. Delegations

- a. Janet Klemp and Tawnya Robertson, 7th Annual Mayors Charity Golf Tournament Janet Klemp and Tawnya Robertson announced the 7th Annual Mayors charity Golf Tournament is August 10. Applications from charitable groups can be submitted. The tournament has raised \$56,000 for charity. Mayor Bridge thanked them for the presentation, along with staff, volunteers and golfers for their support. A \$500 cheque from 2016 tournament surplus was accepted by Lion Councillor Elliott for Palmerston Lion's Park.
- b. Alison Armstrong Recruitment Coordinator, Shirley Borges Executive Director Minto Mapleton Family Health Team

Shirley Borges outlined progress recruiting health care professionals noting there is now a regular rotation of Resident doctors through the hospital learning about rural medicine. The newly opened Minto Rural Health Centre helps attracts physicians which is needed as local doctors' transition to retirement. Alison Armstrong noted a lot of interest in Minto and Mapleton and new marketing initiatives will help with attraction. The Mayor and Council thanked Borges and Armstrong for their work. The \$10,000 funding is in the budget, and it was noted in Minto anyone wanting a doctor or nurse practitioner has access.

8. Public Question Period None.

9. Correspondence Received for Information or Requiring Direction of Council

- a. City of Owen Sound, Gas Tax Funding Formula Resolution
- b. Clifford Recreation Association, February Newsletter
- c. County of Prince Edward, Request to Minister of Education to Rewrite the Pupil Accommodation Review Guideline (PARG)
- d. County of Prince Edward, Request to Minister of Education to Initiate Immediate Stay of Execution on the Accommodation Review Process
- e. Jeff Leal, Minister of Agriculture, Food and Rural Affairs, Rural Economic Development (RED) program
- f. Maitland Valley Conservation Authority, 2017 Priorities, Work Plan and Budget
- g. MP Peter Van Loan, York-Simcoe, Support for Bill C-323, Heritage Infrastructure
- Federation of Canadian Municipalities, Budget 2017 Recommendations Seizing the Moment
- i. Federation of Canadian Municipalities, Municipal recommendations for Federal Budget 2017 Seizing The Moment
- MPP Patrick Brown Simcoe North, Support for Natural Gas expansion in Ontario
- k. Dave Hemingway, Industrial Wind Turbines in Ontario

Councillor Turton noted (Item f) Maitland Valley Conservation Authority, 2017 Priorities, Work Plan and Budget and that representatives are now visiting local Councils.

Councillor Colwell noted (Item e) Rural Economic Development (RED) program and thanked the Minister for re-instating the RED Program.

Councillor Turton requested (Item d) County of Prince Edward, Request to Minister of Education to Initiate Immediate Stay of Execution on the Accommodation Review Process be considered for support.

MOTION: COW 2017-022

Moved By: Councillor Turton; Seconded By: Councillor Colwell

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

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

AND WHEREAS the Board of Education has initiated an unachievable timeline for the proposed transition plan and will have a negative impact on the health and safety of the students:

BE IT RESOLVED THAT the Corporation of the Town of Minto requests the Minister of Education initiate an immediate Stay of Execution on the Accommodation Review Process until such time as a review of the above mentioned impacts on small rural communities can be studied, completed and the results and recommendations be considered.

Carried

Mayor Bridge summarized (Item i) Federation of Canadian Municipalities, Municipal recommendations for Federal Budget 2017 Seizing The Moment and ask if Council would support the budget recommendations.

MOTION: COW 2017-023

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT Town of Minto Council support recommendations published in the Federation of Canadian Municipalities, Budget 2017 Recommendations Seizing The Moment

Carried

MOTION: COW 2017-024

Moved By: Councillor Dirksen; Seconded By: Councillor Anderson THAT the balance of correspondence be received for information.

Carried

- 10. Reports of Committees and Town Staff, Matters Tabled and Motions for Which Notice Has Been Previously Given
- a. Committee Minutes for Receipt
- 1. Jamesway Board Meeting Minutes of December 15, 2016
- 2. Jamesway Board Annual General Meeting Minutes of January 7, 2017 Councillor Anderson reviewed the minutes noting recent changes at the facility.

MOTION: COW 2017-025

Moved By: Councillor Turton; Seconded By: Councillor Dirksen
THAT the Jamesway Board Meeting Minutes of December 15, 2016 and
Jamesway Board Annual General Meeting Minutes of January 7, 2017 be received for information.

Carried

- b. Committee Minutes for Approval
- 1. Parks and Recreation Committee Minutes of January 26, 2017 Recreation Services Manager noted the Norgan had above average attendance in January. Grassroots hockey is going well. Mass registration is March 7-9. New TV monitors were put in the Harriston Arena lobby. Centralized booking is working well with a smooth transition.

MOTION: COW 2017-026

Moved By: Councillor Colwell; Seconded By: Councillor Turton THAT Parks and Recreation Committee Minutes of January 26, 2017 be received and any recommendation contain therein be approved.

Carried

2. Trees for Minto Committee Minutes of January 26, 2017 Councillor Dirksen noted the Committee's rural resident open house April 5. Committee will track future plantings. Fruit trees will be looked at for urban residents.

MOTION: COW 2017-027

Moved By: Councillor Elliott; Seconded By: Councillor Colwell THAT Trees for Minto Committee Minutes of January 26, 2017 and any recommendations contained therein be approved.

Carried

- c. Staff Reports
- 1. Building Inspector, Severance B129/16 Lots 335 and 336 260 Mary St., Palmerston Building Inspector Pennington described the proposal to create building lot for a 5 plex beside an existing 12 unit building. Access and servicing issues are covered by conditions.

MOTION: COW 2017-028

Moved By: Councillor Turton; Seconded By: Councillor Dirksen

THAT Town of Minto Council recommend the County of Wellington Land Division Committee approve Severance Application B129/16 Evergreen Apartments, Lots 35 & 36, Survey Caswell and Clement's, Part Park Lot 3, Pt Lane, Survey Borthwick's, Former Town of Palmerston, Town of Minto that the following conditions be considered:

- 1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
- 2. THAT the applicant satisfies the requirements of the Town of Minto in reference to Parkland Dedication as provided for in the Planning Act including where applicable

- paying cash-in-lieu of parkland in the amount of \$500 per lot or other specified in the applicable policy of the Town at the time of consent.
- 3. THAT the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.
- 4. THAT the applicant obtain a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.
- 5. THAT the applicant provide confirmation from the Town of Minto that servicing arrangements are made as required to provide for, among other matters, extensions of sanitary sewers, water, storm sewers, streetlights, hydrants, roadways, curbs and sidewalks, and surface water management and that if necessary a servicing agreement has been signed and securities posted to the satisfaction of the Town.
- 6. THAT the applicant provide written confirmation from the Town that access arrangements to the severed and retained lot have been made by way of a private two-way driveway, shared or mutual entrance (by way or right of way or easement) to the satisfaction of the Town of Minto.

Carried

2. Deputy Clerk, Appointment By-law

The Deputy Clerk noted changes included staff appointments to Line Fences Committee.

MOTION: COW 2017-029

Moved By: Councillor Elliott; Seconded By: Councillor Colwell

THAT Council receives the January 25, 2017 report from the Deputy Clerk regarding updating the Appointment By-law, and considers the By-law in regular session.

Carried

3. Deputy Clerk, Volunteer Dinner

Options for the event were presented by the Deputy Clerk and Council selected April 26.

MOTION: COW 2017-030

Moved By: Councillor Turton; Seconded By: Councillor Elliott

THAT Council receives the Deputy Clerks report regarding the 9th Annual Volunteer Appreciation Event and that it be held Wednesday April 26 at the budgeted amount set.

Carried

Councillor Colwell assumed the Chair

4. Tax Collector, Section 357 Applications

Treasurer noted changes include shed and rural home demos. Council asked if rural housing options are being lost. The Building Inspector noted often new homes are built to replace.

MOTION: 2017-031

Moved By: Councillor Anderson; Seconded By: Mayor Bridge

THAT Council receives the January 17, 2017 report from the Treasurer and Tax Collector

regarding Section 357 Applications and that these applications be approved.

5. Tax Collector, Minutes of Settlement and Assessment Adjustments
The Treasurer explained most adjustments are reassessed gravel pits. Mayor Bridge noted
the County and others are looking at this.

MOTION: 2017-032

Moved By: Councillor Turton; Seconded By: Councillor Anderson

THAT Council receives the January 17 2017 report from the Treasurer and Tax Collector

regarding Assessment Adjustments and that these adjustments be approved.

Carried

6. Treasurer, Approval of Accounts

Treasurer Duff noted expenses such as Industrial Park design, Touch a Truck supplies, grader and snow removal equipment repairs.

MOTION: COW 2017-033

Moved By: Councillor Elliott; Seconded By: Councillor Anderson

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for January 30, 2017 as follows: Administration \$ 66,952.74, People & Property \$2,056.86, Economic Development \$12,923.01, Incubator \$706.12, Tourism \$1,040.22, Fire \$16,234.32, Drains \$27,956.93, Roads \$62,873.14, Waste Water \$3,768.84, Streetlights \$1,230.75, Water \$16,243.55, Recreation \$2,111.80, Clifford \$7,285.02, Harriston \$11,656.20, Palmerston \$23,436.45, Norgan \$4,396.07.

Carried

7. Fire Chief, Fire Vehicle Purchase 2017

Fire Chief Harrow noted the vehicle was discussed during budget, and is the same price resulting from Recreation's recent vehicle tender.

MOTION: COW 2017-034

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT Council receives the Fire Chief's January 27, 2017 report and approves purchasing a 2017 Ford Escape from Leslie Motors at the same price as the vehicle approved at the December 6, 2016 Council meeting at a price of \$27,795 (plus red or black paint).

Carried

Chief Harrow announced former Harriston Fire Chief Harold Weber Harold passed away following a long illness. Visitation is Tuesday and his funeral Wednesday. Mr. Weber served 40 years a fire fighter and 17 years as Chief.

8. Facilities Manager and Public Works Director, Grass Cutting Tender Facilities Manager Carr noted spitting the award is allowed in the Tender and is acceptable to the bidders.

MOTION: COW 2017-035

Moved By: Councillor Turton; Seconded By: Councillor Anderson

THAT Council of the Town of Minto receives the February 2, 2017 report from the Director of Public Works and Facilities Manager regarding Tender 2016-12 Town Property Grass Cutting 2017 and 2018 and awards the tender to both Culp's Lawn Care and Unistar General Inc. at a total cost of \$2,077.50 plus HST per cut per week.

Carried

9. C.A.O. Clerk, ROMA 2017 Conference Summary

C.A.O. Clerk White noted at ROMA. AMO has increased the revenue to expense shortfall across the Province to 8.35%. There is discussion of municipalities having adding 1% to the HST for municipal infrastructure. An in house Minto Energy Strategy in concert with the Provincial Long Term Energy Plan will help prepare for climate change. Council suggested the strategy look at access to natural gas.

MOTION: COW 2017-036

Moved By: Councillor Turton; Seconded By: Councillor Dirksen

THAT Council receives the C.A.O. Clerk's February 2 report ROMA 2017 Conference Summary and supports initiation in-house of a formal Minto Energy Strategy to be developed with the assistance of Triton Engineering in consultation with community members and stakeholders.

Carried

- d. Other Business Disclosed as Additional Item None.
- 11. Motion to Return To Regular Council

RESOLUTION: 2017-027

Moved By: Councillor Anderson; Seconded By: Councillor Colwell

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

Carried

- 12. Notices of Motion None
- 13. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION: 2017-028

Moved By: Councillor Turton; Seconded By: Councillor Elliott

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

Carried

14. By-laws

a. 2017-12, Appointment Bylaw

RESOLUTION: 2017-029

Moved By: Councillor Dirksen; Seconded By: Councillor Anderson

THAT By-law 2017-12; for the purpose of Appointing Municipal Council Members and Citizens of the Town of Minto; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

b. 2017-13, Garden Suite Agreement 6433 10th Line, Isaac Martin

RESOLUTION: 2017-030

Moved By: Councillor Anderson; Seconded By: Councillor Turton

THAT By-law 2017-13; to authorize the Mayor and C.A.O. Clerk to execute a Garden Suite Agreement between the Corporation of the Town of Minto and Isaac Martin for Part Lot 12, Concession 10 6433 10th Line, Town of Minto; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

c. 2017-14, Confirming Proceedings of the February 6, 2017 Committee/Council meeting

RESOLUTION: 2017-031

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen
THAT By-law 2017-134 to Confirm the Proceedings of the February 6, 2017
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

15. Adjournment 4:42 p.m.

RESOLUTION: 2017-032

Moved By: Councillor Colwell; Seconded By: Councillor Turton

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

Carried

Mayor George A. Bridge	C.A.O. Clerk Bill White



TOWN OF MINTO

DATE: January 23, 2017 REPORT TO: Mayor and Council

FROM: Terry Kuipers, Chief Building Official

SUBJECT: Building Permit Fee Amendment Justification Report

STRATEGIC PLAN:

9.1 Establish and maintain streamlined planning approval processes that use innovative and cost effective tools to protect Town and public interest and ensure development proceeds quickly and affordably.

5.0 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:

Building Permit Fees have not been reviewed or amended in the Town since 2010. Since then numerous legislative and economic changes have taken place within the industry. As such, an extensive review of the existing fee structure is justified as permit revenue has fallen behind current operating costs of enforcing the Building Code Act.

The main goal of the permit fee review is to evaluate each permit type and as a result, apply a fair and equitable fee based on the cost to administer and enforce the Ontario Building Code. The Building Department calculated the average size of each type of project issued between 2014 and 2016, and determined average time spent reviewing an application and related documents, issuing the Building Permit, completing mandatory and additional inspections, conducting administration, as well as answering general inquires on each type.

Over 2014 to 2016, the Building Permit revenue was budgeted at \$120,000, and even though two of these three years set both record construction values and permit numbers, actual permit revenue did not exceed the amount budgeted, and gap between revenue and the service cost have been increasing.

The goal of this review is to maintain fair cost recovery for most permit types so that no projects subsidizing others. This review enables the Building Department to operate in a manner to reduce tax subsidization of the Department by general tax levy to enforce the Building Code Act and the Ontario Building Code.

When the 2006 OBC was enacted, changes to the Building Code Act itself impacted Building Permit fees which required revenue from Building Permit Fees only cover Building Code Act enforcement costs. A Building Department could only collect fees reasonable to this enforcement so revenue only reflects the cost of providing the service. The Act does allow for reserves to even out peaks and valleys in revenue generated from one construction season to the next. The reserve can only be used for OBC related enforcement, and it is recommended the total reserve amount not exceed between 100-200% of Direct and

Indirect costs incurred by the Department in cases of economic downturn (with no tax support).

As Council is aware, the Building Department has numerous duties in addition to OBC enforcement. Time assessed for each member of the department was allocated as:

- Chief Building Official 75% BCA/OBC work;
- Building Inspector 50% BCA/OBC;
- By-Law Enforcement Officer 0%.

COMMENTS:

The Building Department is responsible for ensuring municipal obligations regarding a number of factors in construction are met, including: structural safety; building efficiency, life safety, public health, fire protection, accessibility, and the timely, efficient and consistent manner of service for the benefit of all members of the community.

Since the last Permit Fee review, legislated requirements of the Department increased such as required training, inspections, service level and overall work load. Changes include a new Building Code with 2500 +/- changes from the las, a 35-40% energy efficiency increase in many structures with added mandatory inspections, and +- 800 amendments to the new Code. This added cost to operate the Department such as increased staff time and training.

The Building Department scope addresses other mandated responsibilities and obligations, such as Zoning, Source Water Protection and By-Law Enforcement. The costs of this added work cannot be recovered from Building Permit Fees, although in many cases they form part of the rationale for issuing a Permit. At this time, Source Water Protection expenses that Minto incurs are funded in part by the Province of Ontario until December 2017. By-Law Enforcement expenses are funded totally by the general levy.

2016 Operating Costs:

Direct Costs:

The Building Department direct costs for administration and enforcement of the Building Code Act are costs which don't vary due to work load, such as salaries and benefits.

\$ 124,245.63

Indirect Costs:

The Building Department's Indirect Costs are its support costs which include training, membership fees, cell phones, legal fees, vehicle expenses, supplies, rent, building maintenance, etc. \$86,225.00

Reserve Fund:

At this point in 2017, construction across Agricultural, Industrial and Residential sectors appears to be strong, with an anticipated busy year ahead. The biggest reasons for increasing reserve contribution are increased Departmental operating costs, which include additional mandated inspections, extra associated training, replacing aging equipment; and future space needs.

The goal of the reserve fund is to recover one year of Direct and Indirect Costs over a period of 7 years. Since the Building Department's implementation of its reserve, it has covered the cost of new and replacement field equipment and vehicle replacement with a no contributions from general tax revenue. However, the reserve has declined due to the increase replacement and operational costs. \$30,000.00

Total Operational Costs for 2016 (Direct+ Indirect + Reserve) \$ 240,470.63

2016 Permit Revenue: \$144,000.00

Net Building Department Operating Costs (Revenue - Total Operating Cost -\$96.470.63

Proposed Building Permit Fee Changes:

The Building Department recommends a modest Building Permit Fee increase. This increase will not make up all of Net Building Department Operating Costs, but will provide an incremental step towards it, and will keep up in line with the adjacent Municipalities.

Local Building Permit Fee Comparison:

Following are samples of fees charged by area municipalities for a 1,500 sq. ft. bungalow with 500 sq. ft. attached garage and unfinished basement.

Municipality	Fee Structure					
				Attached		
		Main Floor	Basement (per	Garage (per sq.		
	Base Fee	(per sq. ft.)	sq. ft.)	ft.)	Cost for House	
Wellington North	\$255.00	\$0.89	\$0.31	\$0.38	\$2,215.00	
Mapleton (under						
review)	\$300.00	\$0.60	\$0.20	\$0.60	\$1,800.00	
North Perth			\$100.00 (flat			
(under review)	\$100.00	\$0.67	rate)	\$0.58	\$1,495.00	
Minto (Current)	\$200.00	\$0.65	\$0.15	\$0.30	\$1,520.00	
Minto (Proposed)	\$300.00	\$0.80	\$0.15	\$0.40	\$2,000.00	

After extensive review of the current fees and charges and examining the fee structure from other local Municipalities, the Building Department developed proposed fees (see Schedule 1), to realize a reasonable increase. Although the proposed increase will not achieve total cost recovery, it sees tax supported cost drop by about 2/3 to \$32,000 compared to the 2016 amount of \$96,000. Fees remain in line with other local municipalities. Schedule 1 details proposed Building Permit fee Schedule, with the existing fees found in Schedule 2.

Based on the proposed fee structure, Department revenue that would have been realized between 2014 and 2016 are as follows:

2014 - Proposed Fees: \$167,600.00

- Actual Fees: \$119,900.00 - Over/Under Expenses: -\$72,900.00

2015 - Proposed Fees: \$211,000.00

- Actual Fees: \$151,200.00 - Over/Under Expenses: -\$29,500.00

2016 - Proposed Fees: \$205,400.00

- Actual Fees: \$140,900.00 - Over/Under Expenses: -\$35,100.00

Attached as Schedule 3, to this report are examples of the calculations performed showing the current and proposed fees, as well as the fees from the comparators.

FINANCIAL CONSIDERATIONS:

There is no cost to amend the Schedule to the Building By-Law. There is an expected revenue increase of approximately \$50,000 per year above an increased revenue transfer.

RECOMMENDATION:

That the Council of the Town of Minto accepts the Chief Building Official's Building Permit Fee Amendment Justification Report adopts the amended Tariff of Fees Schedule G.

Terry Kuipers, C.B.C.O Chief Building Official Town of Minto

Schedule 1 - Proposed Building Permit Fee Schedule.

		Admin Fee	BP Fee (per
1			sq. ft. unless noted)
1 6	Group A & B - Assembly and Institutional Occu	Inancies	otou)
	a) New Construction	\$300.00	\$0.65
	b) Renovation/Alteration	\$200.00	\$0.45
	Group C - Residential Occupancies	\$200.00	φ0.43
	a) New Construction - SFD	\$300.00	\$0.80
	b) New Construction - Multi-Residential (No	\$300.00	\$1.20
	Fee For Basement)	ψ300.00	Ψ1.20
	c) Finished/Unfinished Basement		\$0.40
	d) Renovation/Alteration	\$200.00	\$0.80
	e) Attached Garage	\$200.00	\$0.45
	Deck/Porch	\$200.00	\$0.45
	g) Accessory Apartments	\$200.00	\$0.80
	Group D & E Occupancies	Ψ200.00	Ψ0.00
_	a) New Construction	\$300.00	\$0.80
	o) Renovation/Alteration	\$200.00	\$0.40
	Group F Occupancies	Ψ200.00	ψ0.+0
_	a) New Construction	\$300.00	\$0.45
-	p) Renovation/Alteration	\$200.00	\$0.45
	Agricultural	Ψ200.00	φυ.το
	a) New Construction	\$200.00	\$0.20
	b) Liquid Manure Tanks	Ψ200.00	\$4.70 per Lin. Ft.
	c) Grain Bin/Tower Silo		\$325.00 Flat Fee
	e) Bunk Silos		\$400.00 Flat Fee
	Accessory Structures	\$200.00	\$0.45
	Demolition Permits	Ψ200.00	φυ.το
	a) Class 'A'		\$115.00 Flat Fee
	b) Class 'B'		\$230.00 Flat Fee
	Class 4 On-Site Septic Systems		φ230.00 Tiat Tee
	a) New/Replacement System		\$450.00 Flat Fee
	b) Replacement Tank		\$150.00 Flat Fee
	c) Bed Replacement		\$300.00 Flat Fee
	Plumbing Permit		\$138.00 Flat Fee
	Conditional Permit		
10	John Million at T Citriit		\$345.00 Flat Fee
			Plus Completion
			Permit Amount
	Solid Fuel Fired Appliance		\$138.00 Flat Fee
	Tent Permit		\$138.00 Flat Fee
	Temporary Structure (Temp Dwelling, School I	Portable, Etc)	\$240.00 Flat Fee
	Change of Use (No Construction)		\$115.00 Flat Fee
15 S			\$300.00 Flat Fee
16 P	Pool Fence Enclosure		\$138.00 Flat Fee
Notes To	o Table:		
	An investigation fee of \$150.00 shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee		
b) A	Any other building or structure not included al	bove or where squar	e footage cannot
	pe calculated effectively, a rate of \$9.00 per	=	_
	pe charged for a building permit.		
	nspection only - no permit required: a fee of	\$90.00 per hour sha	all be applied
	nspection requested and not ready or repeate		

Schedule 2 - Existing Building Permit Fee Schedule.

Tariff of Fees

No.	Building	Admin Fee	BP Fee (per sq. ft. unless noted)
1	Group A & B - Assembly and Institutional Or		
	a) New Construction	\$200.00	\$0.65
	b) Renovation/Alteration	\$100.00	\$0.37
	c) Accessory Structures	\$100.00	\$0.46
2	Group C - Residential Occupancies		
	a) New Construction	\$200.00	\$0.65
	b) Finished/Unfinished Basement	\$200.00	\$0.15
	c) Renovation/Alteration	\$100.00	\$0.34
	d) Attached Garage	\$100.00	\$0.30
	e) Accessory Structure	\$100.00	\$0.30
	f) Deck/Porch	\$100.00	\$0.30
3	Group D & E Occupancies		
	a) New Construction	\$200.00	\$0.65
	b) Renovation/Alteration	\$100.00	\$0.38
	c) Accessory Structures	\$100.00	\$0.46
- 4	Group F Occupancies		
	a) New Construction	\$200.00	\$0.45
	b) Renovation/Alteration	\$100.00	\$0.38
	c) Accessory Structures	\$100.00	\$0.46
. 5	Agricultural		
	a) New Construction	\$100.00	\$0.16
			\$4.07 per Lin.
	c) Liquid Manure Tanks		Ft.
	d) Grain Bin (not exceeding 12m in height)		\$280.00 Flat Fee
	e) Tower Silos		\$280.00 Flat Fee
	f) Bunk Silos		\$350.00 Flat Fee
6	Demolition Permits		
	a) Class 'A'		\$100.00 Flat Fee
	b) Class 'B'		\$200.00 Flat Fee
7	Class 4 On-Site Septic Systems		
	a) New/Replacement System		\$425.00 Flat Fee
	b) Replacement Tank		\$150.00 Flat Fee
	c) Bed Replacement		\$275.00 Flat Fee
- 8	Plumbing Permit		\$120.00 Flat Fee
	Conditional Permit		\$300.00 Flat Fee
			Plus Completion
9			Permit Amount
10	Solid Fuel Fired Appliance		\$120.00 Flat Fee
11	Tent Permit		\$120.00 Flat Fee
12	Temporary Structure (Temp Dwelling, Schoo	l Portable, Etc)	\$210.00 Flat Fee
13	Change of Use (No Construction)		\$100.00 Flat Fee
14	Pool Fence Enclosure		\$120.00 Flat Fee

Notes To Table:

- An investigation fee of \$150.00 shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee
- Any other building or structure not included above or where square footage cannot be calculated effectively, a rate of \$9.00 per \$1000.00 of construction value shall be charged for a building permit.
- c) Inspection only no permit required: a fee of \$75.00 per hour shall be applied
- d) Inspection requested and not ready: a fee of \$75.00 shall apply

Approved by Council Resolution May 5, 2010

Schedule 3 – Sample Calculations and Comparators.

Construction of a Single Family Detached Dwelling – 1500 sq. ft., Finished Basement, 500 sq. ft Attached Garage (actual cost \$2506.94)						
Minto - Current	Minto -	Wellington North	North Perth	Mapleton		
	Proposed					
\$200.00 plus	\$300.00 plus	\$255.00 plus	\$100.00 plus	\$300.00 plus		
\$0.65/\$0.15/\$	\$0.80/\$0.40/\$	\$0.89/\$0.31/\$	\$0.67/\$100/\$	\$0.60/\$0.20/\$		
0.30	0.45	0.38	0.67	0.60		
=\$1550.00	= \$2000.00	=\$2215.00	=\$1495.00	= \$1800.00		

Construction of an Accessory Structure - 500 sq. ft. (actual cost \$963.45)					
Minto - Current	Minto -	Wellington	North Perth	Mapleton	
	Proposed	North			
\$100.00 plus	\$200.00 plus	\$175.00 plus	\$100.00 plus	\$100.00 plus	
\$0.30	\$0.45	\$0.19	\$0.58	\$0.25	
=\$250.00	= \$425.00	=\$195.00	=\$390.00	= \$225.00	

Construction of an Agricultural Shed/Barn - 4000 sq. ft. (actual cost \$1456.42)				
Minto - Current	Minto -	Wellington	North Perth	Mapleton
	Proposed	North		
\$100.00 plus	\$200.00 plus	\$255.00 plus	\$100.00 plus	\$200.00 plus
\$0.16	\$0.20	\$0.30	\$0.20	\$0.20
=\$740.00	= \$1000.00	=\$1455.00	=\$900.00	= \$1000.00

Construction of Semi-Detached – 2 Storey, 2500 sq. ft., Finished Basement, No Garage					
(actual cost \$3!	566.46)				
Minto -	Minto -	Wellington North	North Perth	Mapleton	
Current	Proposed				
\$200.00 plus	\$300.00	\$255.00 plus	\$100.00 plus	\$300.00 plus	
\$0.65/\$0.15	plus \$1.20	\$0.89/\$0.31/\$0.38	\$0.67/\$100	\$0.60/\$0.20/\$0.60	
=\$2012.50	= \$3000.00	=\$2867.50	=\$1875.00	= \$2050.00	

Construction of Industrial Building – 5000 sq. ft. (actual cost \$2893.03)					
Minto - Current	Minto -	Wellington North	North Perth	Mapleton	
	Proposed				
\$200.00 plus	\$300.00 plus	\$255.00 plus	\$100.00 plus	\$300.00 plus	
\$0.45	\$0.45	\$0.89/\$0.31/\$0.38	\$0.60	\$0.55	
=\$2450.50	= \$2550.00	=\$3100.00	=\$1875.00	= \$3050.00	

Building Permit Fee Review



Building Department February 21, 2017



Since Last Review

- Last review/amendment was in 2010
 - Saw a very modest increase to match neighbouring Municipalities
 - Differing staffing levels
- Changes in the Ontario Building Code
 - 2500 changes with introduction of 2012 OBC
 - Amended since with 800 additional changes (exclusive of one issued last week)
 - Additional required inspections/training
- Change in Industry
 - Structure sizes
 - Structure complexity





Permit Fees/Reserve

Building Permit Fees

Can only be collected and used for OBC Enforcement

Reserve

- No ceiling mandated, but 100% of Direct/Indirect cost recommendation
- Includes life-cycling of equipment







Local Comparators

Used:

- Wellington North
- Mapleton
- North Perth







Rational

- Comparative economic growth per capita
- Similar fee requirements (Development Charges, SPA, etc)



2016 Budget Results

- Permit Fee Revenue Budget
 - Budgeted for \$120,000.00 for past 3 years
 - 2016 Revenue \$140,900.00
- Enforcement Costs
 - Direct Costs \$124,245.63
 - Indirect Costs \$86,225.00
 - Reserve \$30,000.00
 - Total \$240,470.63
- Tax Supported Costs
 - \$99,570.63

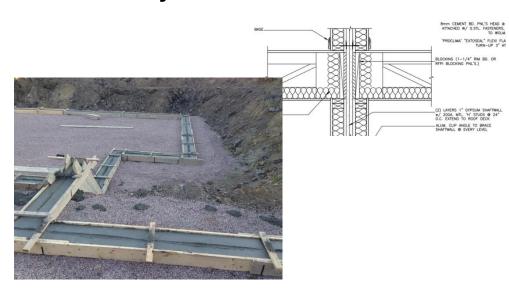




Fee vs. Construction

Costs

- Agricultural 0.998%
- New Commercial 0.92%
- Single Family Dwelling 0.563%
- Accessory Structures 1.03%









Existing and Proposed Fee Schedules

Tariff of Fees

No.	Building	Admin Fee	BP Fee (per sq. ft. unless noted)		
1	Group A & B - Assembly and Institutional Oc				
	a) New Construction	\$200.00	\$0.65		
	b) Renovation/Alteration	\$100.00	\$0.37		
	c) Accessory Structures	\$100.00	\$0.46		
2	Group C - Residential Occupancies				
	a) New Construction	\$200.00	\$0.65		
	b) Finished/Unfinished Basement	\$200.00	\$0.15		
	c) Renovation/Alteration	\$100.00	\$0.34		
	d) Attached Garage	\$100.00	\$0.30		
	e) Accessory Structure	\$100.00	\$0.30		
	f) Deck/Porch	\$100.00	\$0.30		
3	Group D & E Occupancies				
	a) New Construction	\$200.00	\$0.65		
	b) Renovation/Alteration	\$100.00	\$0.38		
	c) Accessory Structures	\$100.00	\$0.46		
4	Group F Occupancies				
	a) New Construction	\$200.00	\$0.4		
	b) Renovation/Alteration	\$0.31			
	c) Accessory Structures	\$100.00	\$0.46		
5	Agricultural				
	a) New Construction	\$100.00	\$0.16		
			\$4.07 per Lin.		
	c) Liquid Manure Tanks		Ft.		
	d) Grain Bin (not exceeding 12m in height)		\$280.00 Flat Fee		
	e) Tower Silos		\$280.00 Flat Fee		
	f) Bunk Silos		\$350.00 Flat Fee		
6	Livering a Commo				
	a) Class 'A'		\$100.00 Flat Fee		
_	b) Class 'B'		\$200.00 Flat Fee		
7	Class 4 On-Site Septic Systems				
	a) New/Replacement System		\$425.00 Flat Fee		
	b) Replacement Tank		\$150.00 Flat Fee		
	c) Bed Replacement		\$275.00 Flat Fee		
- 8	Plumbing Permit Conditional Permit		\$120.00 Flat Fee		
	Conditional Petinit		\$300.00 Flat Fee		
9			Plus Completion		
_	Folia Find Find Appliance		Permit Amount		
10	Solid Fuel Fired Appliance		\$120.00 Flat Fee		
11	TentPermit	Dorth Do	\$120.00 Flat Fee		
12	Temporary Structure (Temp Dwelling, School	Portable, Etc)	\$210.00 Flat Fee		
13	Change of Use (No Construction)		\$100.00 Flat Fee		
14	Pool Fence Enclosure		\$120.00 Flat Fee		

Notes To Table

- An investigation fee of \$150.00 shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee
- Any other building or structure not included above or where square footage cannot be calculated effectively, a rate of \$9.00 per \$1000.00 of construction value shall be charged for a building permit.
- Inspection only no permit required: a fee of \$75.00 per hour shall be applied
- Inspection requested and not ready: a fee of \$75.00 shall apply

Approved by Council Resolution May 5, 2010

No.	Building	Admin Fee	BP Fee (per sq. ft. unless noted)
:	1 Group A & B - Assembly and Institutional Occupancies		
	a) New Construction	\$300.00	\$0.65
	b) Renovation/Alteration	\$200.00	\$0.45
2	2 Group C - Residential Occupancies		
	a) New Construction - SFD	\$300.00	\$0.80
	b) New Construction - Multi-Residential (No Fee For Basement)	\$300.00	\$1.20
	c) Finished/Unfinished Basement		\$0.40
	d) Renovation/Alteration	\$200.00	\$0.80
	e) Attached Garage	\$200.00	\$0.45
	f) Deck/Porch	\$200.00	\$0.45
	g) Accessory Apartments	\$200.00	\$0.80
	Group D & E Occupancies		
	a) New Construction	\$300.00	\$0.80
	b) Renovation/Alteration	\$200.00	\$0.40
4	4 Group F Occupancies		
	a) New Construction	\$300.00	\$0.45
	b) Renovation/Alteration	\$200.00	\$0.45
ŧ	5 Agricultural		
	a) New Construction	\$200.00	\$0.20
	b) Liquid Manure Tanks		\$4.70 per Lin. Ft
	c) Grain Bin/Tower Silo		\$325.00 Flat Fee
	e) Bunk Silos		\$400.00 Flat Fee
-	Accessory Structures	\$200.00	\$0.45
•	7 Demolition Permits		
	a) Class 'A'		\$115.00 Flat Fee
	b) Class 'B'		\$230.00 Flat Fee
	Class 4 On-Site Septic Systems		
	a) New/Replacement System		\$450.00 Flat Fee
	b) Replacement Tank		\$150.00 Flat Fee
	c) Bed Replacement		\$300.00 Flat Fee
	Plumbing Permit		\$138.00 Flat Fee
10	Conditional Permit		\$345.00 Flat Fee
			Plus Completion
			Permit Amount
1:	1 Solid Fuel Fired Appliance		\$138.00 Flat Fee
	12 Tent Permit 13 Temporary Structure (Temp Dwelling, School Portable, Etc) 14 Change of Use (No Construction)		\$138.00 Flat Fee
1:			
			\$115.00 Flat Fee
	Solar		\$300.00 Flat Fee
10	Pool Fence Enclosure		\$138.00 Flat Fee

Notes To Table:

- An investigation fee of \$4.50.00 shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee
- Any other building or structure not included above or where square footage cannot be calculated effectively, a rate of \$9.00 per \$1000.00 of construction value shall be charged for a building permit.
- Inspection only no permit required: a fee of \$90.00 per hour shall be c) applied
- Inspection requested and not ready or repeated failed inspections: a fee of \$90.00 shall apply per inspection



Budget Results With Fee Increase

2014

- Actual \$119,900
- Proposed \$167,600
- Over/Under Expenses \$-72,900

2015

- Actual \$151,200
- Proposed \$211,000
- Over/Under Expenses \$-29,500

2016

- Actual \$140,900
- Proposed \$205,000
- Over/Under Expenses \$-31,100



Impact on Projects

- New 5,000 sq. ft. Agricultural Shed Value \$80,000
 - Existing Fee \$900.00 (1.13%)
 - Proposed Fee \$1200.00 (1.50%)
 - Enforcement Cost \$1446.52
- New 1400 sq. ft. House With 500 sq. ft. Garage Value \$280,000
 - Existing Fee \$1470.00 (0.53%)
 - Proposed Fee \$2205.00 (0.79%)
 - Enforcement Cost \$2506.94
- New 500 sq. ft. Garden Shed Value \$8,000
 - Existing Fee \$250.00 (3.13%)
 - Proposed Fee \$425.00 (5.30%)
 - Enforcement Cost \$963.45





Impact on Projects

- New Residential Semi-Detached 2800 sq. ft., 440 sq. ft. Attached Garages, No Basement – Value \$360,000
 - Existing Fee \$2152.00 (0.60%)
 - Proposed Fee \$3856.00 (1.07%)
 - Enforcement Cost \$3566.45
- New 266 sq. ft. Uncovered/Unenclosed Deck Value \$7,000
 - Existing Fee \$180.00 (2.57%)
 - Proposed Fee \$320.00 (4.57%)
 - Enforcement Cost \$867.37
- New 90' Dia. Liquid Manure Tank Value \$115,000
 - Existing Fee \$366.00 (0.32%)
 - Proposed Fee \$423.00 (0.37%)
 - Enforcement Cost \$963.45





Regulatory Requirements

Public notification

 Has been in the Wellington Advertiser and the Minto Express since January 26, 2017 (minimum 21 day requirement)

Change in Fees

- Report outlines the existing and proposed fee structures
- BCA Enforcement Costs
- Rationale for change in fees

Available to the Public

 Complete report and fee schedules have been made available to the Public through the Municipal Website and at the Administrative office since January 30, 2017 (minimum 21 days)

Public Meeting

Being held on February 21, 2017 at Council Meeting



Conclusion

- Proposed fee increase will generate additional \$50,000 per year, which will decrease amount of tax supported costs
 - Which will save a tax increase of approximately 1%
- Will not realize total cost recovery, but is a step towards it
- Will align our fees with adjacent municipalities
- Increase will not have a negative impact on economic growth or the construction sector
- There are projects that are in various stages of approvals for which the fee increase may not be budgeted (i.e. Nutrient Management Plans, Conservation Authority, Ministry of Transportation, etc), however the impact on these projects will be minimal



Recommendation

That Council accepts the Chief Building Official's Building Permit Fee
 Amendment Justification Report and approves by By-Law the proposed fee
 structural with no delay in implementation.



Questions/Comments





Municipality of Neebing

Rosalie Evans,
Solicitor-Clerk
Erika Kromm,
Treasurer, Deputy Clerk

4766 Highway 61 Neebing, Ontario P7L 0B5 TELEPHONE (807) 474-5331 FAX (807) 474-5332

E mail - neebing@neebing.org

and

Councillors
Erwin Butikofer
Curtis Coulson
Bill Lankinen
Mike McCooeye
Roger Shott
Brian Wright

Mayor Ziggy Polkowski

February 7, 2017

The Honourable Kathleen Wynne, Premier of Ontario Legislative Building Queen's Park Toronto, ON M7A 1A1 The Honourable Charles Sousa, Minister of Finance 7 Queen's Park Crescent 7th Floor Toronto, ON M7A 1Y6

Re: Carbon Tax Credits for Municipalities

Dear Honourable Premier and Minister:

Please be advised that, at its meeting held on February 1, 2017, the Neebing Municipal Council passed the following resolution for your consideration:

Res. No. 2017-01-027

Moved by: Councillor Butikofer Seconded by: Councillor Shott

WHEREAS there are Provincial programs, including the Conservation Land Tax Incentive Program, and Provincial legislation which exempts some privately owned land parcels from all or some of the otherwise applicable municipal property taxes;

AND WHEREAS Ontario's municipalities bear the costs of these programs by having to provide services to these lands without receiving any revenue to defray the costs of those services;

AND WHEREAS Ontario is in the process of implementing a system of carbon taxes and carbon tax credits;

AND WHEREAS certain lands, such as vacant forested or cleared lands, may be eligible for carbon tax credits;

AND WHEREAS the benefit of a carbon tax credit may, at no expense to the Province, defray some or all of the costs to Ontario's municipalities for servicing tax exempt land;

THEREFORE BE IT RESOLVED THAT The Corporation of the Municipality of Neebing respectfully requests the Premier, the Minister of Finance and the Legislature, when considering the policies associated with carbon taxes and carbon tax credits, to accrue any carbon tax credits applicable to tax-exempt private properties within Ontario municipalities, to the Municipality in which the land is situate, rather than to the property owner;

AND THAT this resolution be sent to the Premier, the Minister of Finance, AMO, NOMA, the Thunder Bay District Municipal League; and all Ontario Municipalities for consideration and support.

Neebing Council respectfully requests a formal, written response.

All of the above is respectfully submitted.

Yours truly,

Rosalie A. Evans Solicitor-Clerk

cc. Association of Municipalities of Ontario Attention: Pat Vanini, Executive Director 200 University Avenue, Suite 801 Toronto, ON M5H 3C6

> Northwestern Ontario Municipal Association Attention: Kristen Oliver P.O. Box 10308 Thunder Bay, ON P7B 6T8

Thunder Bay District Municipal League c/o Beth Stewart R.R.#1 Kakabeka Falls, Ontario P0T 1W0

All Ontario Municipalities (by email only)

Ontario Municipal Board

Commission des affaires municipales de l'Ontario



ISSUE DATE: February 10, 2017

CASE NO(S).:

PL160711

PROCEEDING COMMENCED UNDER subsection 34(19) of the Planning Act, R.S.O. 1990, c. P.13, as amended

Appellant:

Kerri & Rolf Schuettel

Subject:

By-law No. 2016-48

Municipality:

Town of Minto

OMB Case No.:

PL160711

OMB File No.:

PL160711

OMB Case Name:

Schuettel v. Minto (Town)

Heard:

Friday, February 3, 2017 by telephone

conference call

APPEARANCES:

Parties

Counsel

Kerri and Rolf Schuettel

Steven O'Melia

Town of Minto

Patrick Kraemer

MEMORANDUM OF ORAL DECISION DELIVERED BY J. V. ZUIDEMA ON FEBRUARY 3, 2017 AND ORDER OF THE BOARD

- The Town of Minto ("Town") passed By-law 2016-48 ("ZBA") to amend Zoning [1] By-law 01-86. The purpose of the ZBA was to rezone the lands located at 24 George Street North and 100 William Street East ("subject property") in the Town from Open Space (OS) to Residential Exception Zone (R2-46) in order to allow the development of townhouses.
- [2] Further, the ZBA would allow relief from the required rear yard setback, interior side yard setback and distance between buildings.

- [3] Kerri and Rolf Schuettel ("Appellants") appealed to this Board for the following reasons:
 - a. Common amenity area is not provided/indicated;
 - b. No visitor parking;
 - Frontage less than 20.1metres that was not addressed;
 - d. Public notice issues;
 - e. Side yard reductions are not appropriate;
 - f. Too few parking spaces provided;
 - g. Development is proposed on lands that are not owned by the applicant/developer and there is no agreement to acquire the land; and
 - h. Storm water management and Open Space impacts on existing homes.
- [4] By the time the matter was ready for a hearing, the parties had come to a settlement and this was addressed via telephone conference call ("TCC").
- [5] I provided an oral decision allowing the appeal in part in order to bring into effect the settlement achieved. Specifically, I had before me the Affidavit filed by Mr. Scott Patterson. Mr. Patterson was on the TCC and provided testimony to support the settlement. He was qualified and accepted as an expert in land use planning.
- [6] Mr. Patterson's evidence was not challenged and he was quite methodical and thorough in reviewing all of the operative policies to support the revised draft Zoning Bylaw which was presented to me for approval.

- [7] Mr. Patterson explained the history leading up to the settlement. The Minutes of Settlement executed by the parties was included in Mr. Patterson's materials along with the draft revised By-law.
- [8] He opined that the revised ZBA was in the public interest and represented good and proper planning.
- [9] Therefore, the Board orders that the appeal is allowed in part and the Zoning By-Law Amendment, which was attached to the Minutes of Settlement found in Exhibit 2, Tab C as Schedule A, is amended and as amended, is approved. For ease of reference, a copy of that document is appended to this Decision as Attachment 1.

"J. V. Zuidema"

J. V. ZUIDEMA VICE-CHAIR

If there is an attachment referred to in this document please visit www.elto.gov.on.ca to view the attachment in PDF format.

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

ATTACHMENT 1

SCHEDULE "A"

THE CORPORATION OF THE TOWN OF MINTO By-law No. 2016-48

To Rezone 0.29 acres of Parkland from Open Space (OS) to Residential Exception (R2-46) and Provide Zoning Relief for Deficiencies in Side Yard and Rear Yard Setbacks and Distance between Side Townhouse Blocks and, for Part of Park Lots 4 and 5, George Street, Harriston

WHEREAS Section 34 of the *Planning Act*, R.S.O. 1990, as amended, authorizes the council of a municipality to pass a zoning by-law for the use of land; and

WHEREAS, the Council of the Corporation of the Town of Minto deems it necessary to amend By-law Number 01-86;

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

- 1. THAT Schedule "A" Map No. 3 (Harriston) of the Town of Minto Zoning By-law 01-86 is amended for Part of Park Lot 6, George Street, Harriston, Town of Minto, by rezoning an area from Open Space (OS) to Residential Exception (R2-46), as shown on Schedule "A" (the "Lands") attached to and forming part of this By-law.
- 2. THAT Section 35 Exception Zone 2 Harriston, Town of Minto is amended by the deleting the last sentence of the regulations for the lands zoned Residential R2-46 and replacing it with the following text:

The cluster townhouse use shall meet all of the regulations of Section 13.2.2 of the Residential R3 Zone, save and except the following provisions:

(a) Minimum Interior Side Yard Setback - 3.0m

(b) Minimum Rear Yard Setback - 5.64m

(c) Distance Between Side Townhouse Blocks - 3.0m

- 3. THAT the following additional provisions shall apply to the Lands:
 - (a) There shall be a one-storey height limitation for all development on the Lands.
 - (b) There shall be a maximum unit limit of twenty-three (23) units on the Lands.
 - (c) All development on the Lands must be constructed in accordance with all of the applicable provisions of the Town of Minto Zoning By-law to ensure appropriate parking, amenity space, garbage facilities and other matters are provided in a suitable manner.
 - (d) Minimum Lot Frontage: the frontage of the existing lot on George Street zoned R2-46 shall be the required frontage for development of a cluster townhouse development

- 4. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 01- 86, as amended.
- 5. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of the *Planning Act*, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the *Planning Act*, R.S.O., 1990, as amended.

Approved by the Ontario Municipal Board this 3rd day of February, 2017.

Board Member:	18.0	

THE CORPORATION OF THE TOWN OF MINTO By-law No. 2016-48

Schedule "A"



Rezone from Open Space (OS) to Residential Exception (R2-46) Revise Regulations for Residential Exception (R2-46)

This is Schedule "A" to By-law 2016-48

Passed this 21st day of June 2016

Mayor George A. Bridge

C.A.O. Clerk Bill White

EXPLANATORY NOTE

BY-LAW NUMBER 2016-49

SUBJECT LAND

The properties subject to the proposed amendment are located on Part Park Lots 4, 5 and 6 George Street, with municipal addresses of 24 George Street N, Harriston.

PURPOSE

The purpose of the amendment is to rezone approximately 0.29 acres of parkland owned by the Town of Minto from Open Space (OS) to Residential Exception (R2-46).

In addition the text of the R2-46 zone is being revised to provide zoning relief for the following deficiencies:

- Interior side yard setback 3.0m proposed, 6.0m required (section 13.2.2.5)
- Rear Yard Setback 5.64m proposed, 7.6m required (section 13.2.2.4)
- Distance between sides of townhouse blocks 3.0m proposed, 9.1m required. (section 12.2.2.9c))

In addition the text of the R2-46 zone as it applies to the subject property is being revised to provide for the following limitations:

- All development shall be a maximum of one-storey in height.
- There shall be a maximum of twenty-three (23) units constructed on the subject property.



P.O. Box 129, 1 Bailey Street, Port Carling, Ontario, P0B 1J0

Website: www.muskokalakes.ca Phone: 705-765-3156 Fax: 705-765-6755

OUR FILE: C-09, A01, A16

February 9, 2017

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

Reference:

Resolution re: Fire Protection and Prevention Act, 1997.

Dear Premier Wynne;

At the regular meeting of the Committee of the Whole held on December 15, 2016 the attached resolution was passed and subsequently ratified by Council on January 13, 2017.

This resolution endorses and further strengthens the Township of McKellar resolution 16-384, a copy of which is attached, regarding the lack of funding opportunities for Fire Department infrastructure within the Provincial Government's Infrastructure Strategy to Move Ontario Forward.

Thank you for your attention to this matter.

Yours truly,

Cheryl Mortimer

Clerk

c.c. Hon. Marie-France Lalonde, Minister of Community Safety and Correctional Services

Hon. Brad Duguid, Minister of Economic Development and Growth

Norm Miller M.P.P. Parry Sound - Muskoka

Association of Municipalities of Ontario (AMO)

The Federation of Northern Ontario Municipalities (FONOM),

The Rural Ontario Municipal Association (ROMA)

All Ontario municipalities

Encl /ch



COMMITTEE OF THE WHOLE

Agenda Reference 8.c.1.

DATE: December 15, 2016	RESOLUTION NUMBER: COW- 17-15/12/16
MOVED BY:	$\alpha n/V$
SECONDED BY:	و
Whereas the Fire Protection and Prevention Act, 1997, legislate municipal responsibility and fire protection services are provide	es that fire prevention, public education are a mandatory ed based off needs and circumstances;
And Whereas there are a total of 449 Fire Departments operating 191 Composite Departments and 226 Volunteer Departments with Firefighters and 343 Part-Time Firefighters staffing these departments.	with 11,376 Full time Firefighters, 19,347 Volunteer
And Whereas the fire service represents a significant percentage capital assets;	ge of small, rural and northern municipalities' managed
And Whereas the Municipal Fire Department and associated as	ssets represent critical municipal infrastructure;
And Whereas there are currently no funding opportunities available equipment, training, maintenance, operating, or capital requirements.	able from the Provincial or the Federal Government for the nents of local fire departments;
And Whereas there is continued pressure for emergency responsible the municipality must take a lead role;	nses and increasing natural & man-made disasters in
Now therefore be it resolved that the Committee of the Whole re Lakes hereby petition the Provincial Government to recognize the including funding for Fire Department infrastructure as part of the Ontario Forward;	he municipal fire service as critical infrastructure by
And further that the Clerk forward a copy of this resolution to the Correctional Services, the Minister of Economic Development, E Sound-Muskoka, the Association of Municipalities of Ontario (AI (FONOM), the Rural Ontario Municipal Association (ROMA) and	Employment and Infrastructure, Norm Miller, MPP for Parry MO), the Federation of Northern Ontario Municipalities
RECORDED VOTE:	NAYS YEAS
COUNCILLOR BARANIK (Deputy Mayor) COUNCILLOR BARRICK-SPEARN COUNCILLOR CURRIE COUNCILLOR EDWARDS COUNCILLOR HARDING COUNCILLOR HAYES (Acting Deputy Mayor) COUNCILLOR LEDGER COUNCILLOR McTAGGART COUNCILLOR NISHIKAWA MAYOR FURNISS	MOTION DEFEATED []

Township of McKellar

P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

VIA EMAIL

November 22, 2016

The Honourable Kathleen Wynne
The Honourable Brad Duguid
The Honourable Bob Chiarelli
Norm Miller, MPP for Parry Sound-Muskoka
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
Rural Ontario Municipal Association (ROMA)
All Ontario Municipalities

Please be advised that at its regular meeting held, Monday November 21, 2016 the Council of the Township of McKellar passed the following resolution:

RESOLUTION: 16-384

WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility; AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full-Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

NOW THEREFORE BE IT RESOLVED that the Council of the Township of McKellar hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward;

AND FURTHER that a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Norm Miller, MPP for Parry Sound-Muskoka, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

As per the above resolution, please accept this correspondence for your information and consideration.

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

Sincerely,

Shawn Boggs Clerk Administrator Township of McKellar

Operator Certification Bulletin | Winter 2016/17

Drinking Water and Wastewater Operator Certification News

For more news or information please visit www.ontario.ca/page/drinking-water or www.owwco.ca

What's Coming Up

Changes to Requirements for Drinking Water Operator-in-Training Certification

On July 1, 2017, changes to certification requirements for Drinking Water Operator-in-Training (OIT) Certification will take effect.

Certification will take effect.	
What's changing?	Why?
All Drinking Water OIT Certificates will be issued for 36 months	Drinking Water OIT Certificates are valid for 16 months. To have an OIT certificate extended to 36 months, drinking water OITs must complete the mandatory Entry Level Course (ELC) before their certificate expires. This change will give Drinking Water OITs more time to complete the ELC.
	Also, currently Drinking Water OITs who want to upgrade their certificates to a higher class must have gained one year experience before their 16 month certificates expire. Issuing all drinking water OIT certificates for 36 months will remove potential barriers for college students entering the profession by giving them more time to meet their experience requirements.
Temporary Drinking Water OIT certificates will no longer be issued	Temporary certificates are valid for 12 months and are issued to individuals who do not have the required one year experience to obtain a Class 1 drinking water certificate. A temporary OIT certificate can be renewed up to four times, which often results in multiple applications and confusion among applicants. This change will help simplify the overall certification process for drinking water OITs.
OITs will be permitted to operate limited systems under the supervision of an Operator-in-Charge or Overall Responsible Operator	Drinking Water OITs can operate larger and more complex systems than Limited Systems under the supervision of an Operator-in-Charge or Overall Responsible Operator; however, under the current regulation, OITs who work for operating authorities and operate more complex systems must still take a separate course and pass an additional exam to obtain a limited system certificate in order to operate these systems.
	By allowing Drinking Water OITs to operate limited systems, the ministry is removing unnecessary barriers and providing owners of Limited Systems,

operate their systems.

including First Nations, greater access to more individuals who can



These changes are intended to streamline the OIT certification process. The diagram below illustrates how the certification process for drinking water OITs will change on July 1, 2017.



The questions and answers below provide some clarification:

Q1. I have a drinking water Operator-in-Training (OIT) certificate which expires after July 1, 2017 and I have not completed the Entry Level Course for Drinking Water Operators. What happens to my certificate when it expires?

If you have not completed the Entry Level Course for Drinking Water Operators through the Walkerton Clean Water Centre by July 1, 2017, you may request that your OIT certificate be re-issued. The new certificate will expire 36 months after it is issued. To have your certificate reissued, submit a completed Operator-in-Training Certificate and Licence Issuance Form with your fee payment (\$40.00).

Q2. My drinking water OIT certificate expires after July 1, 2017 and I completed the Entry Level Course for Drinking Water Operators before July 1, 2017. What happens to my certificate when it expires?

If you currently have a 16 month certificate and have completed the Entry Level Course by July 1, 2017, your certificate will be extended to 3 years from the original issue date. There is no fee for this extension.

Note that OITs still cannot make operational decisions within a drinking water system, and they are required to work under the supervision of an Operator-in-Charge or an Overall Responsible Operator.

A proposal to amend Ontario Regulation 128/04 was posted on the Environmental Registry (#12-8244) from August 23 to October 21 for public comment. All feedback received during that period was considered as part of the decision-making process by the ministry.

For more information on the regulatory amendments taking effect on July 1, 2017, read the **Decision Notice.**

Upcoming Conferences and Industry Events in Ontario

Event	Presented by	Date	Location
50th International Conference on Water Management Modelling www.icwmm.org	Computational Hydraulics International	Mar 1 – 2	Toronto
2017 OOWA Annual Conference and Trade Show: Treatment, Optimization and Service www.oowa.org/eventsmenu/oowa-conference	OOWA	Mar 25 – 27	Niagara Falls
Small Systems/Young Professionals Joint Seminar www.owwa.ca/event/small-systems-young-professionals-joint-seminar	OWWA Young Professionals & Small Systems Committees	Mar 29	Burlington
WEAO Technical Symposium and OPCEA Exhibition, 2017 www.weao.org/annual_weao_technical_ symposium_opcea_exhibition_2017	WEAO	Apr 2 – 4	Ottawa
South Central Ontario Water Works Association Spring Conference (SCOWWA) www.owwa.ca/event/south-central-ontario- water-works-association-spring-conference	SCOWWA	Apr 5	St. Catharines
Northwestern Ontario Municipal Association (NOMA) Annual Conference and Annual General Meeting www.noma.on.ca/agm	NOMA	Apr 26 – 28	Thunder Bay
2017 Ontario's Water Conference and Trade Show waterconference.owwa.ca	OWWA, OMWA & OWWEA	May 7 – 10	Niagara Falls

OMWA: Ontario Municipal Water Association

OOWA: Ontario Onsite Wastewater Association

OPCEA: Ontario Pollution Control Equipment Organization

OWWA: Ontario Water Works Association

OWWEA: Ontario Water Works Equipment Association

WEAO: Water Environment Association of Ontario

New Operator Certification Exams for all Levelled Certificates

Ontario is launching new exams starting May 2017. The exams were developed by the Association of Boards of Certification (ABC) based on feedback from thousands of operators who responded to their international job analysis survey conducted two years ago.

The new exam questions were vetted by hundreds of operators, including those from

Ontario and across Canada. As the exams will be used throughout North America, the questions and answers will include both metric and imperial units. New Need-to-Know guides with more detailed information about the exam content are being developed and will soon be available on www.owwco.ca.

The new exams will be launched in May 2017 for a one month period. They will be reintroduced in the fall.

Did You Know...?

Meet the Aboriginal Water and Wastewater Association of Ontario

AWWAO is a member-focussed, non-profit organization that is dedicated to assuring that First Nations water and wastewater treatment plant operators are confident, efficient and effective in managing the purification of water and the treatment of wastewater in their community. They do this by supporting education and training for First Nations water and wastewater operators, and by facilitating information exchanges between their members, the public, Chiefs and Councils.

AWWAO's Goals

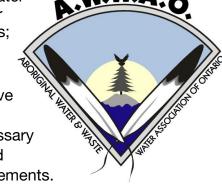
- To update and inform members about issues that affect water treatment;
- To interact with persons in the various fields of water expertise;
- To exchange information and ideas to other members, the public, Chiefs and Councils; and
- To promote the concerns of their membership through a collective voice.

Through their *website* and quarterly newsletter, the *Waterdrum*, AWWAO provides a forum for information sharing and networking among plant operators and other persons of interest, promoting the importance of:

- Providing a safe and potable water and maintaining the highest standard of wastewater operations;
- Developing and delivering the necessary continuing education and training programs for plant operators and others who are involved in water and wastewater treatment;
- Ensuring that operators receive ongoing technical training in maintaining and upgrading their knowledge of proper water and wastewater operation and maintenance requirements;
- Involving qualified operators in the design,

construction or upgrading of water and wastewater treatment plants; and

Ensuring that operators receive proper training that meet necessary certification and licensing requirements.



AWWAO's Membership

AWWAO's membership includes professionals from Ontario First Nations, Environmental Health Officers, Tribal Councils, municipal suppliers and some government agencies.

Upcoming Events for First Nation Operators

- 22nd Annual General Meeting and Training and Tradeshow Conference in Sault Ste. Marie from February 13 to 17, 2017
- Operator Exam Prep Conference in Hamilton from March 6 to 10, 2017

AWWAO's conferences promote the development and delivery of continuing education and training programs for plant operators and others involved in water and wastewater treatment. If you are a First Nation operator in Ontario and would like to attend these conferences, please contact Sara Campbell, AWWAO Coordinator, at 807-735-1381 ext. 1660 or *info@awwao.org*.

The Walkerton Clean Water Centre's Pilot Testing Program

Submitted by the Walkerton Clean Water Centre (WCWC)

The WCWC provides information and education to Ontario's owners, operators, operating



authorities and First Nations drinking water systems. Through our pilot testing program, we provide relevant information to our clients to enhance their understanding of source water quality and the performance of current treatment and possible alternative options.

Under the program, WCWC sets up pilot projects to test alternative treatment parameters or technologies for specific systems. Your water is shipped to the centre in Walkerton or we visit your facility. WCWC recognizes the financial challenges faced by small system operators and does not charge for its staff time to undertake this work.

Raw water sources, specifically inland lakes, rivers and groundwater, are site specific and could be challenging to treat. Information from literature and other case studies are not always transferable because of the differences in raw water quality and testing conditions. WCWC's Pilot Testing Program fills this information gap using the approach of pilot and bench scale testing to provide more relevant and meaningful information.

Through our Pilot Testing Program, WCWC offers the following:

- continuous engagement with drinking operators throughout the project to determine and address their information needs;
- a customized learning opportunity through a knowledge transfer seminar to present and

- discuss the results with the operators of the system;
- interim and final reports outlining the results of the project;
- presentations of the results at conferences to benefit other drinking water systems, all without mentioning the client name if requested; and
- addition to training materials as appropriate.

Testing can be conducted at WCWC's facility in Walkerton or on location (bench scale)

WCWC's Technology Demonstration Facility in Walkerton has a lab and many pilot systems. These systems include: a dual train conventional treatment pilot plant; ozone systems; a dissolved air floatation pilot plant; Ultraviolet Light (UV) treatment systems; and slow sand, green sand and membrane filtration systems. Some of the pilot systems can be operated side by side using the same feed water. WCWC also has the capacity to pilot advanced oxidation processes (AOP) based either on ozone or UV light.

The lab is equipped with bench top and portable instruments such as an organic carbon analyzer, jar testers, spectrophotometers, colorimeters and numerous other instruments. Depending on the scope of the project, WCWC staff can conduct bench scale tests on location as well. WCWC is working to expand its inventory of mobile pilot systems and portable instruments.

For more information, visit www.wcwc.ca/en/research/pilot-testing-services or to discuss this program, please contact:

- Devendra Borikar, Ph.D., P.Eng. Lead Technology Demonstration at dborikar@wcwc.ca / 1-866-515-0550 ext. 313; or
- Souleymane Ndiongue, Ph.D., P.Eng.
 Manager, WCWC Research & Technology
 Institute at sndiongue@wcwc.ca /
 1-866-515-0550 ext 308.

Changes to the Entry-Level Course for Drinking Water Operators

Submitted by: The Walkerton Clean Water Centre (WCWC)

In January of 2016, the Entry-Level Course for Drinking Water Operators (ELC) underwent a major revision in order to update course content and increase the hands-on activities for the week-long classroom component.

The ELC is a mandatory course for all drinking water operators developed by the Ministry of the Environment and Climate Change (MOECC). It provides new operators with a solid foundation of knowledge at the beginning of their careers. The course gives new operators a basic understanding of water characteristics and pathogens, treatment and distribution processes, and the regulations that govern water quality. This course is intended to complement the on-the-job training that Operators-in-Training receive from their employers.



More hands-on activities have been added to the classroom component.

Revisions were made to information related to log books, the watermain disinfection procedure, work performed on wells, source protection, regulatory information and drinking water standards.

An advisory committee consisting of ELC instructors, Operator Certification Working Group members, college instructors and drinking water operators/supervisors provided recommendations to the MOECC and Walkerton Clean Water Centre (WCWC) about how the course is organized and the revised content.



As a result of the ELC revision, participants now receive three manuals associated with this course.

The ELC consists of approximately 40 hours of self-study followed by five days in the classroom. Classroom sessions are set up throughout the province and are administered and delivered by WCWC on behalf of the MOECC.

To view dates and locations, visit: www.wcwc.ca.

Finding courses is easy with the new **Director approved course list on** www.owwco.ca

Getting information on Director approved courses has never been easier! The course list on www.owwco.ca has been improved to help you find what you need.

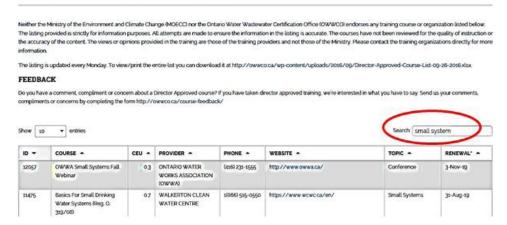
The Director Approved Course Listing has:

- Direct links to training provider websites and their phone numbers
- Course topics to help describe courses
- Enhanced searching and sorting capability

To find training that is relevant to you, use the sorting and searching tools to display courses based on whatever criteria you enter. Below are some tips on using these new features.

Use the Search box to look for courses by typing whatever word(s) you want to search for, e.g., small system:

Director Approved Course Listing



Use the sorting feature to change the order that courses are displayed, e.g., by the highest CEU value. Flip the order by clicking on the arrow again:



Search for specific words within each column by adding your search criteria to the fields at the bottom of the table, e.g., search for 'treatment' in the Topics field:



If you have any questions or need help finding course information, contact the Ontario Water Wastewater Certification Office at *info@owwco.ca* or 416-231-2100 (toll free: 1-877-231-2122).

Operator Certification Working Group – Topics at their Latest Meetings

The Operator Certification Working Group (OCWG) met twice since our last bulletin was published. Below are some of the topics that were discussed at their Spring and Fall meetings:

May 31 meeting:

- Results from OWWCO's operator survey
- Proposed changes to the roles and responsibilities of the Overall Responsible Operator and Operator-in-Charge
- Consultations with training providers on the new course renewal process
- Demo on completing the new operator certification program 'smart' forms
- Updates to ongoing work to help promote operator certification in First Nations communities

October 12 meeting:

- Proposed changes to

 O. Reg. 128/04 and
 implications to Drinking
 Water Operator-in-Training
 and Limited System
 certification
- Initiatives to support operator certification in First Nations communities
- Updates from the Association of Boards of Certification (ABC) provided

- at the recent Canadian Water and Wastewater Operator Certification committee meeting
- Continuing education training options for senior operators

For more information about the OCWG and their previous meetings, visit OWWCO's website, click on Resources and follow the *link* under the Operator Certification Working Group heading.

Preparing For Your Exam

Are you writing an exam any time soon? Find out what you can study to help you get ready.

Study guides and manuals

Visit www.owwco.ca where you can get quick and easy access to:

- Information about various exam specific study guides and manuals you can purchase
- Links to websites and order forms for study guides and manuals
- Links to need-to-know exam criteria for each type of exam, which are available at no cost

Follow the Operators link, select Writing and Examination and click on **Preparing for your** Exam Guide.

For additional information about ordering study materials, contact OWWCO at info@owwco.ca or 416-231-2100 (toll free: 1-877-231-2122).

Exam sample questions

To help you get familiarized with the exam format, try some of the online interactive quizzes which give you immediate feedback on whether or not your answers are correct. Note that none of the

questions are duplicated from any certification exam.

Follow the links below:

- Water Environment Federation Skills Builder: Start a Quiz
- Keewaytinook Centre of Excellence: **Practice Quizzes for** math, OITs and Class 1 Certification

Or, give these questions a try, from the website of the Association of Boards of Certification:

- 1. What is the main source of lead and copper in drinking water?
 - a) Atmospheric pollution
 - b) Corrosion of lead and copper in plumbing materials
 - c) Food sources
 - d) Unregulated upstream mining activities
- 2. Which of the following can cause overheating of mechanical equipment:
 - a) Water hammer
 - b) Under-greasing
 - c) Over-greasing
 - d) Dried out packing

- 3. A total chlorine dosage of 6.9 mg/L is required for disinfection. If the effluent flow is 11 700 m3/d and the hypochlorite used has 65% available chlorine, how many kg/d of hypochlorite will be required?
 - a) 352 kg/d
 - b) 296 kg/d
 - c) 124 kg/d
 - d) 55 kg/d
- 4. What part of a concrete pipe in a gravity sewer is most vulnerable to corrosion stemming from the effects of septic wastewater?
 - a) Invert
 - b) Bell
 - c) Flange
 - d) Crown
- 5. Reviewing all aspects of the wastewater treatment plant to determine what would occur during various types of emergency situations is known as a(n):
 - a) Management effectiveness survey
 - b) Environmental audit
 - c) Comprehensive performance evaluation
 - d) Vulnerability assessment

Yuzwers: 1 p); 2 c); 3 c); 4 d); 5 d)

Consider these tips for multiple choice questions:

- Read each question carefully and thoroughly.
- Use a 'cover-up' strategy. Hide the answer choices and try to come up with your own.
 Then check if your answer is included as an option.
- Read all the choices before choosing your answer (usually your first choice is the right one, unless you misread the question)

- If two choices seem correct, compare them for differences to help you identify the "best" answer, not only the correct one.
- Flag any questions you cannot answer and continue working through the exam. Save time at the end to return to the skipped questions.
- When you are unsure of an answer, try to eliminate as many choices as possible to help improve your odds!

What's New?

Tips for using new smart forms

In July 2016, the ministry replaced all program forms with new smart forms, which take less time and are easier to complete. The dynamic forms change according to your needs, meaning you are only prompted to complete parts of the form that apply to your specific request. Additionally, certain fields are automatically populated based on the information you enter, for example, total years/months/days of experience based on the dates you enter, required training hours depending on the class of drinking water system you operate, and so on.

Use your computer to complete the fillable PDF form electronically. This ensures the form you submit is correctly filled out. Remember to:

- Make sure you have Adobe Reader 8 or higher installed on your computer for the form to work properly. Click here to download a current version of Adobe Acrobat Reader.
- Carefully complete each part of the form in the order presented to ensure no mandatory sections are missed. The form will prompt you to fill out sections based on the answers you provide.

- Read and follow the instructions to help you complete the form.
- Click on the 'Highlight Existing Fields' button in Adobe Reader to see what information you need to provide.
- Save a copy of a partially completed form if you need to finish filling it out later.
- Use the 'Print Form' button provided at the bottom of each form to print your completed form. Clicking this button will take you to the section that is missing information.
- If the top of your form states 'This form has not been completed', mandatory information is missing and your application is incomplete.

After printing your completed form:

- Make sure all sections requiring signatures are signed and dated.
- Remember to include any supporting documentation that's required.

Mail or fax your application to the ministry, care of the Ontario Water Wastewater Certification Office (OWWCO). Application forms and credit card information cannot be sent by email due to credit card security requirements.

The new forms are available on the ministry's **Central Forms Repository** and on the **Forms and Guidelines page** at **www.owwco.ca**.

For more information, please visit the New Operator Certification Program Forms *page* at *www.owwco.ca*.

Please Note:

Effective February 1, 2017, old forms will not be accepted and will be returned.

Reminders

Share your feedback on Director approved courses

If you've recently taken Director approved training, OWWCO wants to hear from you.

Send your comments by filling out a short online form on OWWCO's website. You can access the link from the *Director Approved Course Listing* page. Your feedback and personal information will not be shared with training providers or other external sources.

All comments will be taken into consideration when courses are being reassessed for Director approval.

Course Feedback Form		
Do you have a comment, complement or concern about a Director approved course? If you have taken Director approved training, we're interested in what you have to say. Send us your comments, complements or concerns by completing the form below.		
Training Provider Name (required):		
Course Name (required):		
Course ID (required):		
Date of session:		
Your Name:		
Your Email:		
Your Comments:		



SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #72

MEETING:

SOURCE PROTECTION COMMITTEE

DATE:

FRIDAY, SEPTEMBER 23, 2016

TIME:

1:30 P.M.

LOCATION:

GREY SAUBLE CONSERVATION, OWEN SOUND ON

CALL TO ORDER

Project Manager Carl Seider asked for a motion to name an Acting Chair in the absence of an appointed Chair.

Motion No.

Moved by Bill Twaddle Seconded by Les Nichols

SPC-16-261

THAT Mitch Twolan serve as Acting Chair for the duration of this meeting, pursuant to O.Reg. 288/07 s. 12(2) of the Clean Water Act, 2006.

Carried

Acting Chair Mitch Twolan called the meeting to order at 1:35 p.m.

In Attendance:

Acting Chair, Mitch Twolan

Andrew Barton, David Biesenthal, Bruce Davidson, Robert Emerson,

Mark Kraemer, Les Nichols, Bill Twaddle

Others Present:

Beth Forrest, Ex-officio, Ministry of the Environment and Climate Change

(MOECC) by telephone

Aaron Francis, MOECC by telephone

Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)

Nancy Guest, Recording Secretary, DWSP

Also in Attendance:

John Cottrill, CAO, Grey Sauble Conservation (GSCA)

Wayne Brohman, General Manager/Secretary-Treasurer, Saugeen

Conservation (SVCA)

Emily Vandermeulen, Program Supervisor, DWSP Karen Gillan, Communications Specialist, DWSP

Regrets:

Carolyn Day, Ken Furlong, Kathie Hughes, Brent Lanktree

Proxy Appointed By: Carolyn Day, Kathie Hughes, Brent Lanktree

The Acting Chair introduced and welcomed Bart Toby, Manager of Development Services and Chief Building Official for the Town of Saugeen Shores, Jay Pausner, Development Coordinator for the Town of Saugeen Shores, Wayne Brohman and John Cottrill.

1. Adoption of Agenda

Motion No. SPC-16-262

Moved by Mark Kraemer Seconded by Robert Emerson

THAT the Agenda be adopted as distributed.

Carried

2. <u>Declaration of Pecuniary or Conflict of Interest</u>

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

3. Adoption of Minutes

Motion No. SPC-16-263

Moved by Les Nichols Seconded by Bruce Davidson

THAT the Minutes of the May 27, 2016 Source Protection Committee meeting be adopted as distributed.

Carried

4. Matters Arising from the Minutes

Meaford Tank Range

The Project Manager noted the hand-out provided to each member showing correspondence sent to National Defence Canada addressing risk management of the Meaford Tank Range. To date, no reply has been received.

Source Protection Committee Configuration Report 4a

The Project Manager reviewed Report 4a and advised that the Management Committee has endorsed reducing the number of members on the Source Protection Committee from fifteen to twelve which would result in reallocation of municipal representatives and rearrangement of municipal groupings. SPC member Mark Kraemer put forward a motion to choose Option B from the report with respect to municipal representation. Discussions followed respecting the allocation of municipal representatives, the status of each SPC member and representation of each sector.

Motion No. SPC-16-264

Moved by Mark Kraemer Seconded by Robert Emerson

THAT the Source Protection Committee opt for Option B presented in Report 4a: Source Protection Committee Configuration.

Carried

5. Correspondence

Letter from The Hon. Glen Murray dated June 2, 2016 respecting approval of all Ontario Source Protection Plans was **noted and filed.**

Letter from The Hon. Glen Murray dated July 14, 2016 respecting approval of the amendments to the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Plan was **noted and filed.**

6. Reports

Administration Report 6a

The Project Manager reviewed Report 6a and advised that the GIS Specialist position is vacant and will be managed by the Program Supervisor.

The amendments to the Source Protection Plan (SPP) were approved by the MOECC on July 15, 2016 and all policies in the SPP are now in effect.

An information session was held for members of the Realtors Association for Grey Bruce Owen Sound to discuss the implications of the Source Protection Plan policies respecting the purchase and sale of properties.

SPC agricultural representatives are working with DWSP staff to plan an agricultural workshop for crop advisors and nutrient management consultants to share program information and address potential source water program implications for farmers.

A consultant has been selected to conduct a technical study respecting the proposed Ripley well located in the Township of Huron-Kinloss. A portion of this study will include delineating the wellhead protection area for the new well.

The MOECC has asked all water treatment plant (WTP) operators in Ontario to conduct a self-assessment of fuel storage threats to the WTP and DWSP staff has been working with municipalities to support this request with phone discussions and site assessments.

Communications Report 6b

The Communications Specialist reviewed Report 6b and advised that media outlets were informed of the Source Protection Plan approval and consequently, there had been coverage from a local newspaper. Blackburn News reported on the Drinking Water Source Protection Zone road signs that have been posted in the Region.

The Communications Specialist tended a booth at the Keady Market with Saugeen Conservation to interact with the public and provide literature and also attended the International Plowing Match near Harriston, Ontario in September, which she reported was a good networking opportunity.

The Communications Specialist reported on the Realtors' workshop and also advised of the upcoming agricultural workshop and a municipal workshop being planned for the winter of 2016/2017 that will review implementation progress and policies.

Source Protection Plan Amendments Report 6c

The Project Manager reviewed Source Protection Plan policies that had been reviewed by the SPC at its May 27, 2016 meeting and discussions followed respecting the wording and intent of these policies. With respect to the Application of Road Salt policy 12-01, the Committee requested more information and feedback from Ministry of Transportation, County and municipal road superintendents.

The Project Manager reviewed the list of newly proposed Source Protection Plan amendments. Discussions followed respecting the wording and intent of these policies and staff was asked to provide more information at the next meeting with respect to policies numbered 02-05, 12-01 and TP-04.

Motion No. SPC-16-265

Moved by Mark Kraemer Seconded by Bill Twaddle

THAT: the Source Protection Committee for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region approve the amendments to the Source Protection Plan for the Saugeen Valley Source Protection Area, the Grey Sauble Source Protection Area and the Northern Bruce Peninsula Source Protection Area as agreed to by the Source Protection Committee during its meeting on September 23, 2016;

SUBJECT TO policies numbered 02-05, 12-01 and TP-04 being pulled pending more information;

SUBJECT TO housekeeping changes, as agreed; and further,

THAT Drinking Water Source Protection staff be directed to continue with updated Source Protection Plan consultation activities as applicable.

Carried

7. New Business

Contaminated Sites & New Concerns Report 7a

The Project Manager reviewed Report 7a and advised that, pursuant to the wishes of the SPC, a pilot project would be commenced to identify possible contaminated sites in the vicinity of Great Lakes communities. Discussions followed respecting undocumented closed landfills, the Owen Sound harbour, old gas stations and other concerns.

Motion No. SPC-16-266

Moved by Bruce Davidson Seconded by Dave Biesenthal

THAT: Pursuant to Technical Rule 126, Drinking Water Source Protection Staff be directed to conduct a pilot study of possible historical contaminated sites around Great Lakes communities to determine if there is any records or past studies of contaminated surface soils or groundwater that exceeds Ministry of the Environment and Climate Change standards and to report back to the Source Protection Committee with the results.

Carried

Transportation of Fuel and Hazardous Waste Report 7b

The Project Manager reviewed Report 7b and the Committee discussed the viability of adding transportation of fuel and hazardous materials, including untreated septage as local threats.

Motion No. SPC-16-267

Moved by Bill Twaddle Seconded by Bruce Davidson

THAT: Pursuant to rules 119-121 of the Technical Rules, it is recommended that Drinking Water Source Protection Staff be directed to conduct further analysis to determine whether the transportation of fuels and other hazardous materials, including untreated septage, could potentially be a threat to municipal drinking water sources and to report back to the Source Protection Committee with the results.

SPC member, Mark Kraemer, asked for a recorded vote. The results were as follows:

Andrew Barton	Aye	David Biesenthal	Nay
Bruce Davidson	Aye	Carolyn Day by proxy	Aye
Robert Emerson	Aye	Ken Furlong	Absent
Kathie Hughes by proxy	Aye	Mark Kraemer	Nay
Brent Lanktree by proxy	Aye	Les Nichols	Nay
Bill Twaddle	Aye	Mitch Twolan	Abstained as Acting Chair

Carried

8. Other Business

The Project Manager announced the retirement of Grey Sauble Conservation Chief Administrative Officer John Cottrill effective September 30, 2016 and thanked him for his unequivocal support of the source protection program. Mr. Cottrill acknowledged the work and dedication of the Source Protection Committee and thanked all for the constructive collaboration.

There was no other business.

9. Confirmation of Next Meeting and Adjournment

The date of the next Committee meeting will be held on Friday, January 27, 2017* at the Grey Sauble Conservation administrative offices at 237897 Inglis Falls Road, RR4, Owen Sound, Ontario.

There being no further business, Bill Twaddle made a motion to adjourn at 3:55 p.m.

Bill Twaddle Interim Chair

Nancy Guest Recording Secretary

*The date of January 27, 2017 is not practicable and it is likely the meeting date will be changed to Friday, February 3, 2017. This revised date will be confirmed as soon as possible.



TOWN OF MINTO

DATE: December 20th, 2016
REPORT TO: Mayor and Council

FROM: Matthew Lubbers, Recreation Services Manager

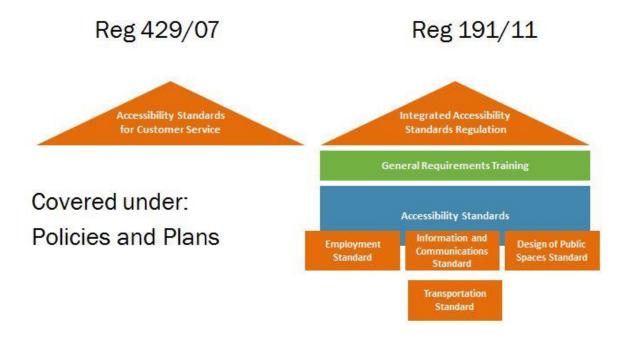
SUBJECT: Accessibility Annual Update

STRATEGIC PLAN:

12.14 Ensure the Town provides services and facilities accessible to persons of all abilities in compliance with Provincial regulations keeping in mind the needs of the community, ability to pay and best practices of similar municipalities.

BACKGROUND:

The Accessibility for Ontarians with Disabilities Act (AODA) is comprised of two standards. They are they Accessibility Standards for Customer Service and the Integrated Accessibility Standards Regulation (IASR). Between them, they establish the principles that the Town, its staff and volunteers, must follow with respect to accessible customer service, information and communications, employment, design of public spaces in the built environment and for the overall training, planning and reporting of accessibility initiatives. Town staff continues to work closely with the County of Wellington Accessibility Coordinator to ensure Minto remains in compliance with the Act.



COMMENTS:

General Requirements

The Town's Multi-Year Accessibility Plan was reviewed and updated in 2016. The new plan will be in effect for the next 5 years and covers how the Town plans for comply with the aforementioned regulations.

Accessible Standards for Customer Service

All new and seasonal staff receive training upon hire or return, while existing staff receive refresher training annually in the fall. Changes in 2016 to Regulation 429/07 require all staff, volunteers and other members of the Town to receive customer service training, whether or not they interact with the general public on behalf of the Town. A goal for 2017 will be to complete this customer service training with all of the Committees of Council.

Town staff worked with the Norgan Theatre Board through an accessibility inquiry with regard to the accessible viewing platforms towards the back of the theatre seating area. A portable theatre chair was obtained to help enhance and better integrate the experience of support persons and/or guests of a patron with a disability.

Information and Communications

The Town website is screen reader friendly, easy to navigate and full of descriptive text for links and pictures. The Town continues to be the only municipality in the County of Wellington that records its Council meetings for broadcast. Some other local municipalities have been in contact regarding the video recording of Council meetings. Upgrading to escribe has also allowed staff to upload a complete, proper and indexed portable document format (PDF) Agenda to our website for download by anyone. These are two great examples of providing alternative methods for the public to receive information and communication from the Town. A goal of the new plan will be to ensure reports have descriptive images and proper heading to make the document navigable.



The website is monitored on an ongoing basis to ensure its functionality and content remain accessible. Department Heads as well as staff who update the website receive online

refresher training annually in the fall regarding the information and communication standards found in the IASR.

The Town remains committed to providing accessible formats and communication supports upon request. Alternative forms of feedback from employees and members of the public are made available upon request. The Town is a member of the County-established Accessibility Advisory Committee (AAC) and also attends County-facilitated working group meetings.

Employment

All employment advertisements inform applicants of our ability to make accommodations throughout the recruitment process, if required. Department Heads received a tip sheet on incorporating accessibility when setting up interviews, evaluating staff and creating workplace Emergency Response Plans as well as Individual Accommodation Plans when required.

Design of Public Spaces

This standard encompasses outdoor spaces, including but not limited to, trails, play spaces and exterior paths of travel. As the Town upgrades its outdoor infrastructure, this portion of the IASR will be taken into consideration. Senior public works and recreation staff will receive online refresher training regarding this standard annually. The County-established AAC sent correspondence in November to all working group members to promote contrasted nosings of steps in downtown cores.

The Ontario Building Code

Indoor spaces and accessibility are covered under the Ontario Building Code. In addition, the Town adopted the County of Wellington's Facility Accessibility Design Manual as a guideline and has successfully applied for funding from the County's Accessibility Fund since 2014. This funding was applied to the Palmerston Arena lobby renovation project in 2016. An accessible exterior door was installed and the inside double doors were removed to ensure greater ease of access for those with disabilities.



Considerations to direct the funding towards in 2017 include the exterior entrances at the Harriston-Minto Community Complex.

FINANCIAL CONSIDERATIONS:

Financial costs for training should be minimal with the use of free online resources and by working with the County Accessibility Coordinator. Costs to accommodate an employee with a disability would be unique in each instance. Rules and regulations found in the Design of Public Space Standard the Ontario Building Code and the County's Facility Accessibility Design Manual that guide new Town infrastructure moving forward will also be unique in each instance. Town staff will need to ensure they budget for any additional costs for these projects.

RECOMMENDATION:

That Council of the Town of Minto receives the December 20th, 2016 report from the Recreation Services Manager entitled Accessibility Annual Update.

Matthew Lubbers

Recreation Services Manager

Multi-Year Accessibility Plan for Customer Service and the Integrated Accessibility Standards Regulation (IASR)

Intent

The 2016 to 2020 Accessibility Plan outlines the policies and actions that Town of Minto will put in place to improve opportunities for people with disabilities in accordance with the requirements communicated under the Accessibility Standards for Customer Service, Ontario Regulation 429/07 the Integrated Accessibility Standards, Ontario Regulation 191/11.

The Town of Minto has adopted this plan to identify barriers and establish a comprehensive strategy to ensure services to customers with disabilities are provided according to principles of independence, dignity, integration and equal opportunity. This plan provides for establishing and implementing policies, practices and procedures.

Statement of Commitment

The Town commits to providing a barrier-free environment for al clients/customers, employees, job applicants, suppliers, and any visitors who may enter municipal premises, access information, or use Town services. Council and staff of the Town respect and uphold requirements in the *Accessibility for Ontarians with Disabilities Act* (2005), and its associated standards and regulations.

The Town understands responsibilities to ensure a safe, dignified, and welcoming environment for people of all abilities. Minto commits to organizational compliance by incorporating accessibility legislation into policies, procedures, equipment requirements, training, and best practices. These policies and practices will be reviewed annually, as organizational changes occur, or in anticipation of compliance deadlines. The Town strives to meet the needs of individuals with disabilities in a timely and effective manner.

Providing an accessible and barrier-free environment is a shared effort, and as an organization, the Town is committed to working with all parties to make accessibility improvements to improve the quality of life for all persons.

For detailed information on Minto's accessibility policies, plans, and training programs, please contact:

Matthew Lubbers, Accessibility Coordinator

519.338.2511 ext. 240

matt@town.minto.on.ca

Town of Minto

5941 Highway 89

Harriston, ON NOG 1Z0

2016 to 2020 Plan

General Requirements

Establishment and review of accessibility policies:

The following policies and related significant documents will be reviewed and updated annually:

- Procurement
- Training and Awareness
- Customer Service
- Information and Communications
- Design of Public Spaces
- Employment
 - Accommodation
 - Return to Work

Procurement

Procuring or Acquiring Goods, Services or Facilities:

- The Town's website will provide current and historic tender information in an accessible format.
- Information to potential bidders will be provided according to identified needs of individuals participating in the procurement process

Procurement By-Law

- The Town's Procurement By-Law is in the process of being updated with provisions for the purchase of accessible goods and services, ensuring contractors have regard for accessibility and that procurement documents are accessible
- Additional changes will be made to the Procurement By-Law should they be required by regulation or law

Procurement Tip Sheet

 The Town's Procurement Tip Sheet will be reviewed and updated annually or when changes are made to the Procurement By-Law

Training and Awareness

Training and Awareness on IASR, Customer Service and the Human Rights Code:

 The Accessibility Coordinator will assign mandatory online training modules to all new staff upon hire and monitor for completion

- The Accessibility Coordinator will assign at least two training modules to all staff, one will be about Customer Service as a refresher annually, and monitor for completion
- The Accessibility Coordinator will review new training modules that may be of benefit to all staff or certain staff and share with Department Heads
- The Accessibility Coordinator will create and send a quarterly bulletin via email to Department Heads in January, April, July and October to be share with all staff

Customer Service

The Accessibility Standards for Customer Service, Ontario Regulation 429/07 requires that a Customer Service Policy be put into place and reviewed. The Town's policy has regard to:

- Providing Goods and Services to Persons with Disabilities
 - Accessible Communications Guidelines document
- Assistive Devices
- Guide dogs, service animals and service dogs
- Support persons
- Notice of service disruptions
 - Disruption in Service Notification form
- Customer Feedback
 - Customer Feedback form
- Notice of Availability and format of required documents:
 - Documents Available Notification form

To strengthen the policy and assist staff and customers, documents and forms have been created as noted above. This policy and relevant documents and forms will be reviewed by the Accessibility Coordinator annually. All staff will be trained upon hire and on an annual basis with regard to Customer Service Policy and as per the training plan.

Information and Communications Standard

Information and Communications is a pillar of the Integrated Accessibility Standards, Ontario Regulation 191/11. The Town's policy has specific regard to:

- Feedback Process
- Accessible formats and communication supports
- Emergency procedures, plans or public safety information
- Accessible websites and web content

This policy and relevant documents and forms will be reviewed by the Accessibility Coordinator annually. The Town will incorporate accessibility features, where practicable, when creating new websites, web contents and public documents. Specific regard to descriptive images and fully navigable documents will be taken.

Design of Public Spaces (Accessibility Standards for the Built Environment)

Design of Public Spaces is a pillar of the Integrated Accessibility Standards, Ontario Regulation 191/11. The Design of Public Spaces Policy has specific regard to:

- Recreational trails
- Outdoor public use eating areas
- Outdoor play spaces
- Exterior paths of travel accessible
- Accessible parking (off-street and on-street)
- Obtaining Services
- Maintenance

This policy and relevant documents and forms will be reviewed by the Accessibility Coordinator annually. The Town will incorporate accessibility features, where practicable, when creating new or extensively renovating applicable public spaces.

Projects will be considered as part of operating and capital budgeting procedures annually with priority given to high traffic areas. Regard for the County of Wellington's Facility Accessibility Design Manual and the use of their annual accessibility project grant will be made.

Employment Standard

The Employment Standard is a pillar of the Integrated Accessibility Standards, Ontario Regulation 191/11. The Town's Employment Policy has specific regard to:

- Recruitment, assessment and selection processes
 - Recruitment Tip Sheet
- Accessible formats and communication supports for employees
- Workplace emergency response information
- Documented individual accommodation plans
 - Accommodation Policy
 - Accommodation Plan form
- Performance management and Career development and advancement
- Return to work process
- Redeployment

This policy and relevant documents and forms will be reviewed by the Accessibility Coordinator annually. The Town will incorporate accessibility features, where practicable, when it engages in employment practices including recruiting and development.

Review and Update

This document was created on December 1, 2016 and must be reviewed and updated by November 30th annually. This Multi-Year Plan replaces the 2011-16 Plan.

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

Customer Service Policy

Intent

This policy is intended to meet the requirements of Accessibility Standards for Customer Service, Ontario Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005, and applies to the provision of goods and services to the public or other third parties.

All goods and services provided by Town of Minto shall follow the principles of dignity, independence, integration and equal opportunity.

Definitions

Assistive Device – Is a technical aid, communication device or other instrument that is used to maintain or improve the functional abilities of people with disabilities. Personal assistive devices are typically devices that customers bring with them such as a wheelchair, walker or a personal oxygen tank that might assist in hearing, seeing, communicating, moving, breathing, remembering and/or reading.

Disability – The term disability as defined by the Accessibility for Ontarians with Disabilities Act, 2005, and the Ontario Human Rights Code, refers to:

- Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- A condition of mental impairment or a developmental disability;
- A learning disability, or dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- A mental disorder; or
- An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

Guide Dog – Is a highly-trained working dog that has been trained at one of the facilities listed in Ontario Regulation 58 under the Blind Persons' Rights Act, to provide mobility, safety and increased independence for people who are blind.

Service Animal – as reflected in Ontario Regulation 429/07, an animal is a service animal for a person with a disability if:

- It is readily apparent that the animal is used by the person for reasons relating to his or her disability; or
- If the person provides documentation from a regulated health professional confirming that the person requires the animal for reasons relating to the disability.

Service Dog – As reflected in Health Protection and Promotion Act, Ontario Regulation 562 a dog other than a guide dog for the blind is a service dog if:

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

- It is readily apparent to an average person that the dog functions as a service dog for a
 person with a medical disability; or
- The person who requires the dog can provide on request documentation from a regulated health professional confirming that the person requires a service dog.

Support Person – As reflected in Ontario Regulation 429/07, a support person means, in relation to a person with a disability, another person who accompanies him or her in order to help with communication, mobility, personal care, medical needs or access to goods and services.

Guidelines

In accordance with the Accessibility Standards for Customer Service, Ontario Regulation 429/07, this policy addresses the following:

- A. The Provision of Goods and Services to Persons with Disabilities;
- B. The Use of Assistive Devices
- C. The Use of Guide Dogs, Service Animals and Service Dogs
- D. The Use of Support Persons
- E. Notice of Service Disruptions
- F. Customer Feedback
- G. **Training**
- H. Notice of Availability and Format of Required Documents

A. The Provision of Goods and Services to Persons with Disabilities

Town of Minto staff will make every reasonable effort to ensure that its policies, practices and procedures are consistent with the principles of dignity, independence, integration and equal opportunity by:

- Ensuring that all customers receive the same value and quality;
- Allowing customers with disabilities to do things in their own ways, at their own pace when accessing goods and services as long as this does not present a safety risk;
- Using alternative methods when possible to ensure that customers with disabilities have access to the same services, in the same place and in a similar manner;
- Taking into account individual needs when providing goods and services; and
- Communicating in a manner that takes into account the customer's disability.
- Referring to the Accessible Communications Guidelines document

B. The Use of Assistive Devices

Persons with disabilities may use their own assistive devices as required when accessing goods or services provided by Town of Minto.

In cases where the assistive device presents a safety concern or where accessibility might be an issue, other reasonable measures will be used to ensure the access of goods and services. For example, open flames and oxygen tanks cannot be near one another.

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

Therefore, the accommodation of a customer with an oxygen tank may involve ensuring the customer is in a location that would be considered safe for both the customer and business. Or, where elevators are not present and where an individual requires assistive devices for the purposes of mobility, service will be provided in a location that meets the needs of the customer.

C. Guide Dogs, Service Animals and Service Dogs

A customer with a disability that is accompanied by guide dog, service animal or service dog will be allowed access to premises that are open to the public unless otherwise excluded by law. "No pet" policies do not apply to guide dogs, service animals and/or service dogs.

Food Service Areas

A customer with a disability that is accompanied by guide dog or service dog will be allowed access to food service areas that are open to the public unless otherwise excluded by law.

Other types of service animals are not permitted into food service areas due to the Health Protection and Promotion Act, Ontario Regulation 562 Section 60.

Exclusion Guidelines

If a guide dog, service animal or service dog is excluded by law (see applicable laws below), the Town of Minto will offer alternative methods to enable the person with a disability to access goods and services, when possible (for example, securing the animal in a safe location and offering the guidance of an employee).

Applicable Laws

The Health Protection and Promotion Act, Ontario Regulation 562 Section 60, normally does not allow animals in places where food is manufactured, prepared, processed, handled, served, displayed, stored, sold or offered for sale. It does allow guide dogs and service dogs to go into places where food is served, sold or offered for sale. However, other types of service animals are not included in this exception.

Dog Owners' Liability Act, Ontario: If there is a conflict between a provision of this Act or of a regulation under this or any other Act relating to banned breeds (such as pitbulls) and a provision of a by-law passed by a municipality relating to these breeds, the provision that is more restrictive in relation to controls or bans on these breeds prevails.

Recognizing a Guide Dog, Service Dog and/or Service Animal:

If it is not readily apparent that the animal is being used by the customer for reasons relating to his or her disability, Town of Minto staff may request verification from the customer.

Verification may include:

- Documentation from a regulated health professional confirming that the person requires the animal for reasons related to the disability;
- A valid identification card signed by the Attorney General of Canada; or,
- A certificate of training from a recognized guide dog or service animal training school.

Care and Control of the Animal:

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

The customer that is accompanied by a guide dog, service dog and/or service animal is responsible for maintaining care and control of the animal at all time.

Allergies:

If a health and safety concern presents itself for example in the form of a severe allergy to the animal, Town of Minto staff will make all reasonable efforts to meet the needs of all individuals.

D. The Use of Support Persons

If a customer with a disability is accompanied by a support person, Town of Minto staff will ensure that both persons are allowed to enter the premises together and that the customer is not prevented from having access to the support person.

There may be times where seating and availability prevent the customer and support person from sitting beside each other. In these situations Town of Minto staff will make every reasonable attempt to resolve the issue.

In situations where confidential information might be discussed, consent will be obtained from the customer, prior to any conversation where confidential information might be discussed.

Admission Fees:

If the Town requires a person with a disability to be accompanied by a support person for health of safety reasons, admission fees for the support person will be waived. In all other instances the support person will be given the option to pay the admission fee.

E. Notice of Disruptions in Service

Service disruptions may occur due to reasons that may or may not be within the control or knowledge of Town of Minto. In the event of any temporary disruptions to facilities or services that customer's with disabilities rely on to access or use Town of Minto's goods or services, reasonable efforts will be made to provide advance notice. In some circumstances such as in the situation of unplanned temporary disruptions, advance notice may not be possible.

Notifications will include:

In the event that a Disruption in Service notification form needs to be posted the following information will be included unless it is not readily available or known:

- Goods or services that are disrupted or unavailable;
- Reason for the disruption;
- Anticipated duration; and
- A description of alternative services or options.

Notification Options:

When disruptions occur Town of Minto will provide notice by:

 posting a Disruption in Service form in conspicuous places including at the point of disruption, at the main entrance and the nearest accessible entrance to the service disruption and on the Town of Minto website:

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

- contacting customers with appointments;
- verbally notifying customers when they are making a reservation or appointment; or
- by any other method that may be reasonable under the circumstances.

F. Customer Feedback

Town of Minto staff shall provide customers with the opportunity to provide feedback on the service provided to customers with disabilities. Information about the feedback process will be readily available to all customers with notice of the process being made available on the Town of Minto website. Feedback forms along with alternate methods of providing feedback such as verbally (in person or by telephone) or written (hand written, delivered, website or email), will be available upon request.

Submitting Feedback:

Customers can submit feedback to:

Matthew Lubbers, Accessibility Coordinator

519.338.2511 ext. 240

matt@town.minto.on.ca

Town of Minto

5941 Highway 89

Harriston, ON NOG 1Z0

Customers who wish to provide feedback by completing an onsite customer feedback form or verbally can do so to any Town of Minto employee. Completed forms are to be submitted to the Accessibility Coordinator. The forms will be reviewed by the appropriate Department Head, Accessibility Coordinator and CAO/Clerk.

Customers that provide formal feedback will receive acknowledgement of their feedback, along with any resulting actions based on concerns or complaints that were submitted.

G. Training

Training will be provided to:

All employees, volunteers and other members of the Town of Minto.

Training Provisions:

As reflected in Ontario Regulation 429/07, regardless of the format, training will cover the following:

- A review of the purpose of the Accessibility for Ontarians with Disabilities Act, 2005.
- A review of the requirements of the Accessibility Standards for Customer Service, Ontario Regulation 429/07.
- Instructions on how to interact and communicate with people with various types of disabilities.
- Instructions on how to interact with people with disabilities who:
 - use assistive devices;

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

- o require the assistance of a guide dog, service dog or other service animal; or
- o require the use of a support person (including the handling of admission fees).
- Instructions on what to do if a person with a disability is having difficulty accessing your services.
- Town of Minto's policies, procedures and practices pertaining to providing accessible customer service to customers with disabilities including the Accessible Communications Guidelines document.

Training Schedule:

Training will be provided as soon as possible to new employees, volunteers and other members of the Town of Minto.

Refresher training will be provided annually to all employees.

Revised training will be provided in the event of changes to legislation, procedures and/or practices.

Record of Training:

The Town of Minto will keep a record of training for its staff, volunteers and other members.

H. Notice of Availability and Format of Documents

The Town of Minto shall notify customers that the documents related to the Accessibility Standard for Customer Service are available upon request and in a format that takes into account the customer's disability. Notification will be given by posting the information on the Town of Minto's website. Please refer to the Documents Available Notification form.

Acknowledgment, Agreement and Administration

Administration

If you have any questions or concerns about this policy or its related procedures please contact:

Matthew Lubbers, Accessibility Coordinator

519.338.2511 ext. 240

matt@town.minto.on.ca

Town of Minto

5941 Highway 89

Harriston, ON NOG 1Z0

This policy and its related procedures will be reviewed as required in the event of legislative changes or changes to Town policies and procedures. Forms and other documents of significance noted in this policy include:

- Disruption in Service Notification form
- Customer Feedback form
- Accessible Communications Guidelines document

Section: Administration	Policy Number: 1.27
Policy: Accessibility Standards for Customer	Effective Date: 10/21/2009
Service	
Date Last Revised: 02/21/2017	Current Revision Date: 02/21/2017

Documents Available Notification form

I acknowledge that I have read and understand the Accessibility Standards for Customer Service Policy of the Town of Minto. Further, I agree to adhere to this policy and will ensure that employees and volunteers working under my direction adhere to this policy. I understand that if I violate the rules/procedures outlined in this policy, I may face disciplinary action, up to and including termination of employment.
Name:
Signature: Date:



TOWN OF MINTO

DATE: February 16, 2017
REPORT TO: Mayor and Council
FROM: Bill White, C.A.O. Clerk

SUBJECT: Equipment Lease Agreement, SunSaver 2 FIT 4.0

STRATEGIC PLAN:

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

BACKGROUND

In 2011 the Town selected KW Power Logic (and related companies Arntjen Solar, SunSaver 2) to enter into negotiations for 10kWatt microFIT solar installations. In 2012 the Town signed a Purchase and Financing Agreement with Sun Saver 2 to install the microFIT projects at nine locations. In 2014 the parties changed to an Equipment Lease Agreement for these installations to help address the Company's business and financial structure. The Town's share of that revenue is 10% or about \$9,000 per year.

Since 2013 the Town and its solar partner have applied for eight new sites under FIT versions 2.1, and 3.0. The Town was successful in FIT 4.0 and received contract offers from the independent Electricity System Operator in 2016 for the following sites:

1) Town Municipal Office	5941 Highway 89	50kW	Roof Top Unit
Clifford Arena	2 Brown Street South	100 kW	Roof Top Unit
3) Clifford Sewage Treatment Plant	: 43 James Street East	250 kW	Ground Mount
4) Greenbush Community Park	5576 Highway 9	100 kW	Ground Mount
5) Harriston Arena	111 George Street South	250kW	Roof Top Unit
6) Harriston Industrial			
Sewage Plant	83 William Street West	250 kW	Ground Mount
7) Palmerston Arena	520 Caven Street	250kW	Roof Top Unit
8) Palmerston Road Works and			
Industrial Stormwater pond	Minto Road	250 kW	Ground Mount

In August 2016 Council considered a staff report on standard contracts proposed the IESO required the Town sign. The contracts specify how the projects proceed to meet IESO's rules and the following resolution was adopted:

That Council receives the C.A.O. Clerk's August 31, 2016 report Feed in Tariff Agreements, IESO Contract Offers, and considers a by-law authorizing the Mayor and Clerk to sign IESO contract offers and related documentation to proceed with Fit 4.0 solar installations, and that an equipment lease agreement with Arntjen Solar (SunSaver) return to Council for final approval.

This report outlines terms of the equipment lease agreement so SunSaver can proceed with installations. Permit submissions for the municipal office garage rooftop unit will go ahead

as soon as the equipment lease agreement is signed. Roof top units can proceed without a further public process, but ground mount locations will require a public input.

COMMENTS:

The following summarizes the Equipment Lease Agreement which is modelled on the same agreement used for the microFIT installations:

- a) Town (Lessee) to supply power to IESO by leasing SunSaver2 (Lessor) equipment.
- b) Effective February 28, 2017 running for 20 years with potential, 5 year extension.
- c) Lease payments are 95% to SunSaver 2 with Town retaining 5%.
- d) Section 6 allows the Town to purchaser the Equipment for \$1 after the term of the agreement, or the Company is to remove and restore the land.
- e) Section 7 requires the Town to provide space on its land for the Company to install equipment, make sure the area is free of obstructions to allow maximum sun exposure, allow for connections to be made, and not incur liens on the property.
- f) Section 8 requires the Company to install and maintain the equipment including "up to date technology with respect to firefighting so that the Equipment can be safely shut off or otherwise decommissioned by firefighters". Also requires engineer's report for rooftop installation to ensure the structure or membranes are not affected.
- g) Requires link to Town website to show how solar panels improve the environment, and parties to work together on design and interpretation around panels at Greenbush which are lands donated to the municipality by the Fulton family.
- h) Section 9 outlines insurance requirements for each party
- Legal wording around warranties (Sections 10 and 11), Default (Sections 12 and 13), and Remedies Section 14. These were vetted through legal counsel in the microFIT agreement and have not been altered
- j) Section 15 clarifyies rights and title to the equipment (It is now more clearly SunSaver 2's), and to the land which is the Town's.
- k) Section 16 through 18 regarding notice, future rights and other legalities.

The agreement allows the Town to support the investment with no public funds involved. Greenbush is a concern although staff and the Fulton family are in touch regarding the solar installation. Their concern is the donation in the mid 1950's was for a ball diamond, but they are willing to look at other ideas for the park now that the land is not used as a playing field. A meeting will be scheduled this spring to discuss alternatives.

FINANCIAL CONSIDERATIONS:

The Town receives over \$9,000 per year for the microFIT lease, and is projected to earn over \$31,000 per year from the FIT installations when complete. The return on the FIT program is lower than the microFIT program because the IESO rebate on hydro is much lower than in 2012. Over a 20 year period total revenue to the Town will be over \$800,000. If the parties secure grants for certain costs or low interest financing the Town's share can increase.

RECOMMENDATION:

That Council receives the CAO Clerk's report dated February 16, 2017 regarding the Equipment Lease Agreement, SunSaver 2 FIT 4.0 Installations and that a By-law in regular session authorizing the Mayor and Clerk to sign the agreement be brought forward at the next meeting.

Bill White, C.A.O. Clerk

EQUIPMENT LEASE AGREEMENT FIT 4.0

THIS EQUIPMENT LEASE AGREEMENT dated the 1st day of February, 2017,

BETWEEN:

SUNSAVER2 GP Inc, a corporation incorporated pursuant to the laws of the Province of Ontario and having its registered office in Innerkip, Ontario (hereinafter the "Lessor")

AND:

THE CORPORATION OF THE TOWN OF MINTO, a corporation duly incorporated in the Province of Ontario (hereinafter the "Lessee")

WHEREAS the Lessee is the owner in fee simple of the lands and premises described in Schedule "A" (the "Properties");

AND WHEREAS, the Lessor has all requisite ownership rights to the solar photovoltaic systems equipment as more specifically described in Schedule "B" (the "Equipment");

AND WHEREAS the Lessee wishes to have installed the Equipment on the Properties as listed in Schedule "C" (the "Facilities") for the sole purpose of producing electricity and subsequent sale to the Independent Electricity System Operator (the "IESO") under the IESO's FIT 4.0 program;

AND WHEREAS, the Lessee wishes to lease from the Lessor, and the Lessor is willing to lease to the Lessee, the Equipment for the consideration and otherwise in accordance with the terms and conditions described in this Equipment Lease Agreement:

NOW THEREFORE, in consideration of the terms and conditions below and the sum of one dollar (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1.0 Interpretation

a) Definitions

In this Equipment Lease Agreement, unless otherwise stated, the following terms shall have the meaning prescribed for each:

"Agreement" means the terms and conditions described in Articles 1 above through Article 19 below inclusive, and any schedule, appendix, addendum or other document incorporated by reference. This Agreement also includes all subsequent amendments signed by the Parties and referencing this Agreement;

"Business Day" means any day other than Saturday or Sunday or a statutory holiday so recognized by the Province of Ontario;

"Commencement Date" means the date described in paragraph 4.b) below.

"Effective Date" means February 28, 2017;

"Equipment" means the item or items leased by the Lessor to the Lessee under this Agreement, as more specifically described in Schedule "B";

"Facilities" means the Equipment located on the Properties described in Schedule "C";

"Lease Payment" means the periodical payments by the Lessee to the Lessor for lease of the Equipment, as described in Article 5 below of this Agreement;

"Lease Term" means the period of time for lease of the Equipment by the Lessor to the Lessee described in Article 4 below of this Agreement, including any agreed-to extension thereto:

"Parties" means the Lessor and Lessee and "Party" means one of them as the context provides;

"Properties" means the lands and premises owned by the Lessee as described in Schedule "A";

"Schedule" means an attachment to this Agreement as described in Article 2.0 below.

b) Assignment

The Parties shall not assign this Agreement or any of its rights or obligations hereunder, or delegate the performance thereof, to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt by a Party to assign this Agreement or any of its rights or obligations, or delegate the performance thereof to a third party, without such consent shall be void and of no effect.

c) Headings and Titles

The headings and titles used in this Agreement are solely for the convenience of the Parties. The headings and titles shall not affect the interpretation of this Agreement.

d) Gender and Number

Unless the context otherwise requires, words importing the singular include the plural and *vice versa*, and words importing one gender include the other gender.

e) Invalidity of Provisions

Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability only, without invalidating the remaining provisions of this Agreement.

f) Further Assurances

The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to meet their respective obligations under this Agreement. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

g) Waiver and Modification

No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing. This Agreement may not be modified other than by a document in writing signed by duly authorized officials of the Lessor and Lessee.

h) Counterparts

This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, when taken together, shall constitute one and the same instrument.

i) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable thereto, other than rules regarding conflict of laws. Subject to the Dispute Resolution provision of this Agreement, the courts of the Province of Ontario shall have the sole and exclusive jurisdiction to entertain any legal proceedings arising under this Agreement.

j) Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, namely FIT 5.0 applications, and supersedes all previous or other agreements, understandings, representations, warranties, proposals, negotiations and

discussions, whether oral or written, of the Parties related thereto.

2.0 Schedules

- a) The Schedules appended to and forming part of this Agreement are described in subsection b). In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Schedule, the terms and conditions of this Agreement shall prevail.
- b) The Schedules to this Agreement are as follows:

Schedule "A" Properties Schedule "B" Equipment Schedule "C" Facilities Schedule "D" Payments

3.0 Agreement to Install Equipment

a) The Lessor shall procure, install and operate the Equipment and appurtenances described in Schedule "B" at each of the Facilities described in Schedule "C".

4.0 Agreement to Lease

a) Agreement to Lease

The purpose of this Agreement is to facilitate the Lessee's intention to produce and sell electricity to the IESO under the FIT 4.0 Program, and more particularly pursuant to the respective agreements between the IESO and the Lessee. The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Equipment described in Schedule "B" at each of the Facilities described in Schedule "C".

b) Term

Lease payments under this Agreement shall commence on the date upon which the individual Facilities are connected to the electrical power grid by the local utility (the "Commencement Date") and running for a period of twenty (20) years (the "Lease Term") from the Commencement Date subject to the Parties' agreement to renew in paragraph 4.0c) below.

c) Renewal Term

The Parties may, by agreement in writing no more than ninety (90) Business Days prior to the end of the term, extend the term of this Agreement. Either Party shall have the right to renew this Agreement for a further term of five (5) years upon the same terms and conditions as contained in this Agreement, save and except that the Lease Payments shall be in an amount mutually agreed to by the Parties provided that neither Party has defaulted on any of its covenants or requirements pursuant to this Agreement.

5.0 Lease Payments

- a) As consideration for the lease of the Equipment during the Lease Term, the Lessee shall pay the Lessor the Lease Payments as follows:
- (i) From funds paid by the IESO to the Lessee, the Lessee covenants and agrees to within 30 days of receipt of the funds pay to Lessor on a monthly basis, or as otherwise set by the IESO, Lease Payments of 95 % of revenue generated by the Equipment for a period of twenty (20) years from the Commencement Date. The remaining 5% of the funds shall be allocated by the Lessee to such matters it deems as a priority including but not limited to maintaining the Properties and Facilities with a minimum Property Maintenance Payment as per Schedule "D" per Facilities to be allocated to the Lessee for the maintenance of the Properties and Facilities.
- (ii) The Lessee agrees to provide Lessor with an annual account statement issued with the final Lease Payment of each year showing the opening balance at the start of the year and revenues and expenses throughout the year.
- b) The parties agree that any Lease Payments and timing of the Lease Payments associated with any renewals of this Agreement shall be mutually agreed upon by

the parties with the intent that the Lessee will make monthly payments to Lessor for all the Facilities.

6.0 Purchase Option

- a) Provided only that the Lessee is not in default under this Agreement, the Lessee may on ninety (90) Business Days written notice prior to the end of the Term or any renewal term, purchase the Equipment for the purchase option price of one dollar (\$1.00).
- b) Upon receipt by the Lessor of the prescribed purchase option payment, inclusive of all sales and other applicable taxes arising therefrom, all right, title and other proprietary interest in and to the Equipment shall, forthwith, transfer to and vest in the Lessee, free from any liens, charges or other encumbrances of the Lessor.
- c) In the event that the Lessee fails to give notice and pay the purchase option price as described in paragraph 6.a) above, the Lessor shall remove the Equipment at its sole cost and expense within ninety (90) Business Days of the end or the Term or renewal term or other termination of this Agreement and restore the Properties to their original condition to the satisfaction of the Lessee acting reasonably. The Parties' obligation to observe and perform this covenant shall survive the expiration or other termination of this Agreement.

7.0 The Lessee's Responsibilities

- a) The Lessee shall provide a portion of land or suitable roof space approved by a structural engineer of sufficient area to host each of the Facilities as mutually agreed to by the parties. To that end the said engineer shall be engaged by the Lessor and shall provide written and certified opinion confirming the roof structure and protective membranes will not be impacted by the presence of the Equipment on the lands
- b) The Lessee will permit the Lessor to place the Equipment in a proper and safe manner, by duly competent and trained personnel for its intended purpose and in accordance with the recommendations and instructions of the Lessor or Equipment manufacturer. The Equipment shall be operated or otherwise used at all times in compliance with all applicable laws and regulations. If installed for operation or other use, the Equipment shall not be moved from its prescribed location without the Lessor's prior written consent
- c) The Lessee shall ensure that its activities on the lands or within the buildings keep the Equipment free and clear of any liens, charges, attachments, security interests or other encumbrances except those in favour of the Lessor.
- d) The Lessee shall allow the registration of an easement for the Facilities at the expense of the Lessor, if necessary, on the Properties to allow the Lessor or its representatives to have access to the Facilities for the purposes of construction, maintenance and monitoring.
- e) The Lessee shall take measures to prevent obstructions from being installed on the Properties that may cause shading in any manner whatsoever of the Facilities due to the provision for adequate sunlight for the operation of the Equipment and the extreme sensitivity of the Equipment to shading.
- f) The Lessee shall ensure that the ground where any trenched cabling from the Facilities to the electrical panel is not disturbed.
- g) The Lessee shall allow the electrical connection of each of the Facilities to a point of common coupling ("PCC") to the electrical grid on the Property.
- h) The Lessee shall allow all AC electrical connections trenched from the disconnect at the Facility to the point of connection.
- i) The Lessee shall pay the Lessor the monthly Lease Amounts and retain only those revenues from the IESO pursuant to Article 5 above, and shall provide an annual statement of accounts to the Lessor in accordance with Article 5.9 above.

8.0 The Lessor's Responsibilities

- a) The Lessor shall build, commission, maintain and operate the Facilities for the Term of this Agreement in accordance with applicable municipal, provincial and federal laws, codes and standards including obtaining all necessary permits and approvals required by all applicable agencies and authorities.
- b) The Lessee will use, or cause to be used, the Equipment in a proper and safe manner, by duly competent and trained personnel for its intended purpose and in accordance with the recommendations and instructions of the Lessor or Equipment manufacturer. The Equipment shall be operated or otherwise used at all times in compliance with all applicable laws and regulations. If installed for operation or other use, the Equipment shall not be moved from its prescribed location without the Lessor's prior written consent.
- c) The Lessor shall obtain all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the local electrical distribution company.
- d) The Lessor shall remove the Facilities and restore the Properties at its sole cost and expense at the end of the Term or any subsequent renewal terms, if any, upon written request by the Lessee.
- e) Upon written approval from the Lessee, the Lessor may construct, at its sole expense, a fence of a design style agreeable to the parties to deny and prevent access to the ground mounted Facilities.
- f) The Lessor shall ensure that the Lessee's lands are not encumbered or impacted in any way by any supplier, contractor or other person as a result of its building, commission, maintenance and operation of the Facilities and agrees that should any lien or encumbrance not be resolved to the Lessee's satisfaction that the cost of defending and removing the said lien from any of the Lessee's lands may be deducted from any payments under Article 5.0 of this agreement.
- g) The Lessor shall install the most up to date technology with respect to firefighting so that the Equipment can be safely shut off or otherwise decommissioned by firefighters in the event such is required to fight a fire on the Lessee's lands or buildings.
- h) The Lessor shall provide at its sole cost and expense an engineer's report verifying the rooftop installations shall not impact on the structure or function of the roof its membranes or structures, and in the course of installing, maintaining, inspecting, commissioning or any other activity associated with the Equipment shall not damage, alter, or affect the Lessee's building or lands or its' ongoing use of the building or lands.
- i) The Lessor acknowledges the Equipment is located on public lands to which the general public has access and use of, and further shall ensure that at all times the public is not endangered by the Equipment or its maintenance, commission or operation.
- j) The Lessor shall upon request from the Lessee provide access or link to a website detailing in a way understandable to the public the performance of the Equipment, the savings to the environment as a result of its use and any other relevant information resulting from the installation of the Equipment on the Properties.
- k) The Lessor shall work with the Lessee regarding the design and interpretation around the ground mount installation at the Greenbush location recognizing the historic family involvement in the Lessee's acquisition of the property.

9.0 Insurance

a) The Lessor shall at its sole cost and expense and for the Lease Term and any renewals insure the Equipment with companies qualified to do business in the Province of Ontario against all risks, including extended coverage, flood and earthquake, in an amount equivalent to the full replacement cost of each of the Facilities.

- b) The Lessee shall at its sole cost and expense for the Lease Term and any renewals, keep in full force and effect, a policy of public liability and property damage insurance with companies qualified to do business in the Province of Ontario with respect to the Facilities and Properties, in which the limit of public liability shall be \$5,000,000.
- c) The insurance policies shall name the other party as an additional insured and loss payee and require that the other party be provided with at least thirty (30) days prior written notice of any change in or cancellation of the policy. At the other party's request, the insuring party shall provide the other party with a certificate of insurance or other satisfactory evidence that such coverage is in effect. If any such insurance policy includes a co-insurance provision, the other party shall cause the same to be waived or maintain a sufficient amount of insurance to meet the requirements of the co-insurance provision. The parties will take all necessary steps to recover insurance proceeds.

10.0 Representations and Warranties of the Lessee

- a) The Lessee represents and warrants to the Lessor that:
- i) The Lessee is duly incorporated and has the legal authority to enter into this Agreement and undertake all Lessee duties and responsibilities described hereunder. This Agreement has been duly authorized by all necessary corporate action by the Lessee and is a valid and binding obligation of the Lessee, enforceable against it in accordance with its terms:
- ii) The execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Lessee is a party, or result in any lien or other charge against any property or assets of the Lessee:
- iii) All right, title and other rights of ownership in the Properties resides solely with the Lessor; and
- iv) There are no actions, suits or other proceedings against the Lessee, or to the Lessee's knowledge threatened or pending against the Lessee, or any of its assets, that in the reasonable opinion of the Lessee may have a material adverse effect on its financial condition or business.

11.0 Representations and Warranties of the Lessor

- a) The Lessor represents and warrants to the Lessee that:
- i) The Lessor is duly incorporated and has the legal authority to enter into this Agreement and undertake all Lessor duties and responsibilities described hereunder. This Agreement has been duly authorized by all necessary corporate action by the Lessor and is a valid and binding obligation of the Lessor, enforceable against it in accordance with its terms, subject, as to enforcement, to applicable bankruptcy, insolvency and other legislation affecting creditors' rights generally;
- ii) The execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Lessor is a party, or result in any lien or other charge against any property or assets of the Lessor;
- iii) All right, title and other rights of ownership in the Equipment resides solely with the Lessor; and
- iv) There are no actions, suits or other proceedings against the Lessor, or to the Lessor's knowledge threatened or pending against the Lessor, or any of its assets, that in the reasonable opinion of the Lessor may have a material adverse effect on its financial condition or business.
- b) The Lessor makes no representations or warranties, whatsoever, in regard to the Equipment including its use or operation. The Lessor shall pass on to the Lessee any

manufacturer's Equipment warranties, if any, that it is authorized by the manufacturer to pass on. The Lessee acknowledges that any remedies for alleged breach of a manufacturer's warranty, and the Lessee's recourse, are solely against the manufacturer of the Equipment.

12.0 The Lessee's Default

- a) The Lessor may, at its option, declare the Lessee to be in default of this Agreement on the occurrence of any of the following events:
- i) The Lessee fails to pay any amount under this Agreement when due;
- ii) Any representation or warranty of the Lessee hereunder is found to be untrue or inaccurate;
- iii) The Lessee fails to observe any other term and condition of this Agreement; or
- iv) The Lessor believes, acting reasonably, that the payment of any amount due from the Lessee under this Agreement, or the performance of any other Lessee obligation, is in jeopardy.

13.0 The Lessee's Default

- a) The Lessee may, at its option, declare the Lessor to be in default of this Agreement on the occurrence of any of the following events:
- i) The Equipment or other property of the Lessee is seized, forfeited or confiscated by another party;
- ii) Any representation or warranty of the Lessor hereunder is found to be untrue or inaccurate:
- iii) The Lessor fails to observe any other term and condition of this Agreement; or
- iv) The Lessee believes, acting reasonably, that the Equipment may be damaged, lost or confiscated, or the Equipment may be seized, encumbered or otherwise attached by another party or the performance of any other Lessor obligation, is in jeopardy.

14.0 Remedies

- a) In the event of any default under this Agreement, the non-defaulting Party may exercise any or all of the following remedies:
- i) Take possession of the Equipment with ten (10) Business Days advance written notice to the defaulting Party. For this purpose the defaulting Party grants the non-defaulting Party the right to enter its premises for the purpose of possessing the Equipment. The non-defaulting Party may sell or lease the Equipment upon such terms and conditions and for such other consideration as it deems appropriate; and
- ii) Upon ten (10) Business Days advance written notice to the defaulting Party terminate this Agreement; and
- iii) Require as liquidated damages and not as penalty, the immediate payment of all outstanding Lease Payments, other outstanding payments and the outstanding depreciated value of the Equipment.
- b) In the event that the proceeds of any disposition of the Equipment by the non-defaulting Party exceed the amounts owing to the defaulting Party by the non-defaulting Party, the non-defaulting Party shall pay the excess to the defaulting Party after deducting all costs, including legal costs, incurred by the non-defaulting Party in the exercise of any of the remedies described in subsection 14.0a) above. In the event that the proceeds of any such disposition of the Equipment by the non-defaulting Party are insufficient to pay the amounts owing to the non-defaulting Party by the defaulting Party, the defaulting Party shall be liable for the deficiency and pay the same, forthwith, to the non-defaulting Party.
- c) The non-defaulting Party may discharge any lien, mortgage, charge, security interest or other claim or rights of others in regard to the Equipment, and the payments made by the non-defaulting Party to do so shall be added to the amounts owed by the defaulting Party to the non-defaulting Party hereunder.

d) The rights and remedies available to the non-defaulting Party are cumulative, not alternative, and may be exercised by the non-defaulting Party separately or together.

15.0 Title

- a) All right, title and other rights of ownership in the Equipment reside solely with the Lessor. Provided that the Lessee complies with all of its obligations under this Agreement, the Lessor shall not interfere with Lessee's possession and use of the Equipment.
- b) The Lessor may make any registrations or filings necessary or desirable to protect its interest in the Equipment.
- c) All right, title and other rights of ownership in the Properties reside solely with the Lessee. Provided that the Lessor is in compliance with all of its obligations under this Agreement, the Lessee shall not interfere with Lessee's possession and use of the Equipment, but in no case shall the Lessor receive, obtain or inure any ownership or title to the Properties as a result of its use under the terms of this agreement.
- d) The Lessee may make any registrations or filings necessary or desirable to protect its interest in the Properties.

16.0 Indemnification

a) The Parties shall indemnify and hold harmless each other from all losses, liabilities, claims, actions, costs, expenses or damages arising from this Agreement, or its possession or use of the Equipment, irrespective of the nature or cause of the loss, liability, claim, action, cost, expense or damage.

17.Notices

a) All notices to be given under this Agreement shall be in writing and either hand delivered or sent by registered mail to the address and contact official of the other Party set out below. If by registered mail, any such notice shall be deemed to have been received on the fifth (5th) Business Day after mailing, and if hand delivered, on the date of delivery.

The Lessor's address and contact official: SunSaver2 Limited ATTN: Corporate Secretary 65 Young Street Innerkip, ON NOJ 1M0

Lessee's address and contact official: The Corporation of the Town of Minto ATTN: CAO/Clerk 5941 Highway #89, R.R. #1 Harriston, ON NOG 1Zo

b) Either Party may change its address or contact official by written notice to the other Party given in the manner set out in subsection 17.a) above.

18.0 Other Provisions

a) Force Majeure

Neither Party will be responsible or liable in any way for failure or delay in performing its obligations under this Agreement during any period in which such performance is prevented or hindered by conditions beyond its reasonable control ("force majeure"). During such period each Party's obligations, to the extent that they are affected by the event of force majeure, will be suspended and commensurately extended until such time as performance is no longer prevented or hindered; provided that if such period extends for more than twenty (20) Business Days either Party may thereafter terminate this Agreement without any obligation or liability to the other Party for the same, except only for those provisions of this Agreement which continue in effect beyond its expiration or termination set out in subsection 20.0 hereof.

b) Advertising

Neither Party shall, without the prior written consent of the other Party in each instance, carry out or arrange for any press release, advertisement or promotion of any kind or nature, whatsoever, whether oral or in writing, which involves the use of, or contains any reference to, the other Party, this Agreement or lease of the Equipment.

c) Survival

Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to the continuing obligations of the Parties, shall survive the termination of this Agreement. Without restricting the generality of the foregoing, the Parties agree that Articles 14 and 16 above shall survive termination of this Agreement.

19.0 Exclusivity

a) The Lessee covenants that so long as the Lessor is carrying on its business on the Properties in accordance with the terms of this Agreement, the Lessee and its successors and assigns shall not, at any time during the Term or any renewal thereof, permit any other party to conduct, as a business the production of electricity from solar energy sources, or any service ancillary to the production of electricity from solar energy sources on any of the Properties or any other Lessee property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Per: .		
rei.	George A. Bridge, Mayor	
Per: .		
	Bill White C.A.O. Clerk	
	ve the authority to bind The Corporation own of Minto.	of
SUNS	SAVER 2 LIMITED	
Per:		
	Rolf Maurer, President	

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF MINTO

Schedule "A" LANDS ON WHICH FIT 4.0 FACILITIES MAY BE LOCATED (the "Properties")

1) Town Municipal Office	5941 Highway 89	50kW	Roof Top Unit
2) Clifford Arena	2 Brown Street South	100 kW	Roof Top Unit
3) Clifford Sewage Treatment Plant	: 43 James Street East	250 kW	Ground Mount
4) Greenbush Community Park	5576 Highway 9	100 kW	Ground Mount
5) Harriston Arena	111 George Street South	250kW	Roof Top Unit
6) Harriston Industrial			
Sewage Plant	83 William Street West	250 kW	Ground Mount
7) Palmerston Arena	520 Caven Street	250kW	Roof Top Unit
8) Palmerston Road Works and			
Industrial Stormwater pond	Minto Road	250 kW	Ground Mount

SCHEDULE "B" **DESCRIPTION OF THE EQUIPMENT** (the "Equipment")

The solar photo voltaic systems (the "Equipment") to be installed on the Properties shall consist of:

Ground Mount

- Single Axis Tracking Technology
- Bankable Solar modules with preference to Ontario Manufactured modules Bankable String inverters compliant to latest UL and CSA requirements
- Balance of System compliant to Electrical Safety Authority requirements

Roof Top

- Low impact ballasted racking system Bankable Solar modules with preference to Ontario Manufactured modules
- Bankable String inverters compliant to latest UL and CSA requirements and module level shutdown with firefighter gateway interconnected with building management system
- Balance of System compliant to Electrical Safety Authority requirements

Notes:

The Equipment is capable of producing approximately > 1,400 KWh/kWp per year for ground mount systems and >1,100kWh/kWp per year for roof mounted systems, depending on the amount of solar radiation received by the Facility, shading and dust.

SCHEDULE "C" DESCRIPTION OF THE EQUIPMENT ON EACH OF THE PROPERTIES (the "Facilities")

- 1) Town Municipal Office 60kW Roof Top Unit
 - high power mono-crystalline Solar PV Modules manufactured in Ontario
 - 36 pc. 60-Cell 300Wp
 - 144 pc. 72-Cell 350Wp
 - Standing Seam Galaxy Mounting Harware manufactured in Ontario
 - (5) SolarEdge SE10000 single phase inverters operating at 240V
 - (180) SolarEdge P400 Optimizers allowing for module level shutdown
 - balance of system components compliant with CSA and ESA rules
- 2) Clifford Arena 2 Brown Street South 100 kW Roof Top Unit
 - for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

- 3) Clifford Sewage Treatment Plant 43 James Street East 250 kW Ground Mount
 - for description of Equipment see Schedule "B" Specific components will be recorded here once the systems design has been completed
- 4) Greenbush Community Park 5576 Highway 9 100 kW Ground Mount
 - for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

- 5) Harriston Arena 111 George Street South 250kW Roof Top Unit
 - for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

- 6) Harriston Industrial Sewage Plant 83 William Street West 250 kW Ground Mount
 - for description of Equipment see Schedule "B"

Specific components will be recorded here once the systems design has been completed

- 7) Palmerston Arena 520 Caven Street 200kW Roof Top Unit
 - for description of Equipment see Schedule "B"
 - Specific components will be recorded here once the systems design has been completed
- 8) Palmerston Industrial Stormwater pond Minto Road 250 kW Ground Mount
 - for description of Equipment see Schedule "B"
 - Specific components will be recorded here once the systems design has been completed

SCHEDULE "D" DESCRIPTION OF EQUIPMENT CAPITAL EXPENDITURE AND ANNUAL PROPERTY MAINTENANCE PAYMENTS FOR EACH PROJECT (the "Payments")

2016 FiT4 Contract Overview								non leveraged, 5% Property Maintenance				
C\$ (excl. HST)	KWac	Se	curity	Ra	te \$/w	\$/watt dc	Capital	Cashflow	PM pa	NPV	IRR [%]	Eqt Payback
Municipal Office	50	\$	250	\$	0.242	\$2.97	\$178,234.00	\$18,200.00	\$910.00	\$83,334.00	4.7%	12.1 years
Clifford Arena	100	\$	500	\$	0.242	\$2.72	\$326,355.00	\$33,918.00	\$1,695.90	\$189,625.00	5.7%	11.2 years
Harriston Arena	250	\$	1,250	\$	0.225	\$2.51	\$754,097.00	\$83,245.00	\$4,162.25	\$573,751.00	7.2%	10.0 years
Palmerston Arena	200	\$	1,000	\$	0.225	\$2.35	\$704,097.00	\$83,245.00	\$4,162.25	\$616,001.00	8.2%	9.3 years
Greenbush Park	100	\$	500	\$	0.219	\$3.64	\$436,428.00	\$45,530.00	\$2,276.50	\$258,752.00	5,8%	11.1 years
Clifford Sewer	250	\$	1,250	\$	0.219	\$3.33	\$999,645.00	\$120,480.00	\$6,024.00	\$920,276.00	8.5%	9.1 years
Harriston Sewer	250	\$	1,250	\$	0.219	\$3.58	\$1,072,645.00	\$120,480.00	\$6,024.00	\$858,591.00	7.6%	9.8 years
Palmerston Roadworks	250	\$	1,250	\$	0.219	\$3.55	\$1,063,646.00	\$120,480.00	\$6,024.00	\$866,196.00	7.7%	9.7 years
Total	1,450	\$	7,250				\$5,535,147.00	\$625,578.00	\$31,278.90	\$4,366,526.00	7.6%	

2016 FiT4 Contract Overview	ct Over	view				_	non leverage	non leveraged, 5% Property Maintenance	Maintenan	ce
C\$ (excl. HST)	KWac	Security	Rate \$/w	Rate \$/w \$/watt dc	Capital	Cashflow	PM pa	NPV	IRR [%]	IRR [%] Eqt Payback
Municipal Office	20	\$ 250	\$ 0.242	\$2.97	\$178,234.00	\$18,200.00	\$910.00	\$83,334.00	4.7%	12.1 years
Clifford Arena	100	\$ 200	\$ 0.242	\$2.72	\$326,355.00	\$33,918.00	\$1,695.90	\$189,625.00	2.7%	11.2 years
Harriston Arena	250	\$ 1,250	\$ 0.225	\$2.51	\$754,097.00	\$83,245.00	\$4,162.25	\$573,751.00	7.2%	10.0 years
Ralmerston Arena	700	\$ 1,000	\$ 0.225	\$2.35	\$704,097.00	\$83,245.00	\$4,162.25	\$616,001.00	8.2%	9.3 years
Greenbush Park	100	\$ 200	\$ 0.219	\$3.64	\$436,428.00	\$45,530.00	\$2,276.50	\$258,752.00	2,8%	11.1 years
Clifford Sewer	250	\$ 1,250	\$ 0.219	\$3.33	\$999,645.00	\$120,480.00	\$6,024.00	\$920,276.00	8.5%	9.1 years
Harriston Sewer	250	\$ 1,250	\$ 0.219	\$3.58	\$1,072,645.00	\$120,480.00	\$6,024.00	\$858,591.00	7.6%	9.8 years
Palmerston Roadworks	250	\$ 1,250	\$ 0.219	\$3.55	\$1,063,646.00	\$120,480.00	\$6,024.00	\$866,196.00	7.7%	9.7 years
Total	1,450	\$ 7,250			\$5,535,147.00	\$625,578.00	\$31,278.90	\$625,578.00 <mark>\$31,278.90</mark> \$4,366,526.00	7.6%	



TOWN OF MINTO

DATE: Feb 17, 2017
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: Approval of Accounts

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 following is a summary of accounts by Department paid for February 14, 2017

Administration	\$ 332,419.48
People & Property	3,540.96
Health & Safety	
Health Services	
Building	1,148.95
Economic Development	933.26
Incubator	1,699.21
Tourism	
Fire	23,906.14
Drains	
Roads	136,262.19
Cemetery	
Waste Water	25,495.54
Streetlights	115.47
Water	14,098.27
Town Landscaping Care	
Recreation	
Clifford	6,868.86
Harriston	10,144.31
Palmerston	14,604.54
Norgan	4,220.09
	\$ 575.457.27

\$ 575,457.27

COMMENTS:

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

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

FINANCIAL CONSIDERATIONS:

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

RECOMMENDATION:

That Council of the Town of Minto receives the Treasurer's report dated February 17, 2017, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for December 2016 and January/February 2017.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: February 7, 2017 **REPORT TO:** Mayor and Council

FROM: Gordon Duff, Treasurer & Brian Hansen, Public Works

Director

SUBJECT: Citywide Software proposal

STRATEGIC PLAN:

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

BACKGROUND

The Town has used Citywide's Tangible Capital Asset module to assist with meeting requirements of the Public Sector Accounting Board (PSAB) Section 3150 and with the development of the Asset Management Plan (AMP). In 2016, Minto entered into an Asset Roadmap project to expand the scope of the AMP and meet the expanded requirements of the Federal Gas Tax agreement.

On December 22, 2016, John Murray and Matt Van Dommelen of The Public Sector Digest, who developed the Citywide software suite, reported to Council on the progress of the road map project and how additional modules could help address the tracking of service requests and asset maintenance for the Public Works, Clerks and other departments.

COMMENTS:

Staff has now received the cost estimates for the additional modules. While the software is expensive, staff believes that it provides the best solution in meeting the following objectives:

- 1. Improving tracking of requests for service and complaints as required by the Town's 2016 Complaints Policy and subject to review by the Ombudsman.
- 2. Complementing the existing tangible asset information with related maintenance and record-keeping.
- 3. Replace a proprietary Geographic Information System (GIS) software package.

As these programs are web-based, they will be accessible by any staff with permission in any location with internet access. Due to the lengthy training required to fully implement this software suite, staff would like to commence the next phase of the project this winter. The ongoing challenge for the Town will be maintaining this system so that information remains current and useful. This is proposed to be completed using existing staff with support from the Town's consulting engineer.

Public Sector Digest is a widely accepted provider of this software used by many municipalities across Ontario. They promote an "open data program" encouraging sharing data internally between municipal departments as well as externally to other potential users with a view to increasing transparency. The open data program allows information to be shared with other municipalities, comparisons and common issue assessments, methods to help people use this information.

FINANCIAL CONSIDERATIONS:

The attached proposals include \$35,980 for the Works and Service Request components and \$11,500 for the GIS, plus disbursements. Staff has analyzed the proposal and incorporated the remaining AMP work into the 2017 capital and operating budgets. As in 2016, it is proposed to use a portion of the OCIF formula grant for asset management plan improvements (2016-\$37,000; 2017-\$40,000). After up front software costs, the annual maintenance and update cost is in the range of \$7,500.

RECOMMENDATION:

THAT Council of the Town of Minto receives the Treasurer and Director of Public Service's report dated February 7, 2017 and direct staff to proceed with the purchase of Citywide Works, Service requests and GIS modules.

Gordon Duff Brian Hansen

Treasurer Director of Public Works



Integrated Work Order/Work Flow Software for Local Governments

Project Charter

Town of Minto

January 31,2017

Document Revision History:

November 11, 2016 January 31, 2017 Version 1.0 Version 2.0







TABLE OF CONTENTS

Table of Contents

1.	CONTACT LIST	3
	STATEMENT OF CONFIDENTIALITY:	
3.	BACKGROUND:	
4.	CLIENT REQUIREMENTS & BENEFITS	4
5.	PROJECT SCOPE	4
	In Scope: Out of Scope: Project Constraints and Assumptions	5
6.	SUCCESS CRITERIA/MAJOR DELIVERABLES	(
7.	PROJECT APPROACH	(
8.	PROJECT BUDGET: CITYWIDE WORKS	8
9.	TERMS OF PAYMENT - WORKS PROJECT:	8
10.	ADDITIONAL CONSIDERATIONS:	9
APF	PENDIX A: PROPOSED PROJECT SCHEDULE	. 1(
APF	PENDIX B: PSD VALUE ADDED SERVICES	. 13

1. Contact List

Town of Minto ("Client")

Name	Title Tel		E-mail
Gordon Duff	Treasurer/Deputy CAO	519 338-2511 EXT 235	gordon@town.minto.ca

Public Sector Digest ("PSD")

Name	Title	Tel	E-mail
Matthew Van	General Manager,	519-690-2565	mvd@publicsectordigest.com
Dommelen	Business Development	Ext. 2410	

2. Statement of Confidentiality:

This document has been prepared specifically for "The Town of Minto"

During the Term of this Agreement and thereafter, The Public Sector Digest Inc. (PSD) shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

This proposal and all of its associated pricing shall remain valid for 60 calendar days from the date of issue indicated below.

Date of Issue: January 31, 2017

3. Background:

CityWide Works is a work order/work flow software application designed to enable public works departments to prioritize, schedule and track projects. In addition, the application calculates resources utilized, inventory consumed as well as direct and indirect labour. The application integrates with CityWide Tangible Assets and CityWide CPA (Capital Planning & Analysis) and can also Interface with other Financial Management Systems.

CityWide Works is designed to provide customized metrics relating to business processes. The application builds upon the investment local governments have made in the capturing of their TCA inventories and ensures that the infrastructure data remains current and accurate.

4. Client Requirements & Benefits.

This should be a list of high level requirements gathered by the Account Manager or via a pre implementation review such as

	High Level Client Requirements
1	Ability to track, update and report on customer/citizen requests calls
2	Tools to monitor service request and work order reports through a Reports dashboard, with the ability to drill down for greater detail.
3	Functionality to track and report project work status
4	Ability to implement and manage a preventative/scheduled maintenance program
5	Ability to implement and manage a work order process. Assign project work and track against multiple service providers
6	Ability to create, respond and update work order by field operations staff using mobile devices
7	Ability to create and track road operations patrol routes and identify defects on the fly.
8	System should have built-in map viewer to display and analyze work order and problem locations

5. Project Scope

The scope of this project includes and excludes the following items.

In Scope:

Client Business Units to be Implemented

Business Unit*	Implementation Phase
Public Works - Operations	Phase 1
Parks & Recreation	Phase 2
Fleet	Phase 2
Facilities	Phase 2
By-Law	Phase 2

^{*}Business unit to be defined by each client and is typically is an operational work group that has common work process, workflow and data needs.

Asset Profiles to be Imported/Configured

TA Asset Profile	Exists in TA Inventory	Asset Registry Build or Breakdown Required
Water, Sewer, Roads	Yes	Yes
Facilities	Yes	Yes
Water Valves	Yes	Yes
Water Meters	Yes	Yes

Works Modules to be Implemented

Works Functional Module	Current Implementation	Future Need
Service Request	Yes	
Work Orders	Yes	
Mobile Workforce	Yes	
Parts & Materials Costing	Yes	
Equipment Costing	Yes	
Preventative Maintenance	Yes	
Labour Costing	Yes	
Asset Based Work Orders	Yes	

Throughout the Works Implementation, clients will also have provided input relative to the design of the application and also be able to direct the development team towards functionality specific to the needs of local governments. Emerging functionality (i.e. maintenance and other legislated standards) will also be encouraged and supported by the PSD research group.

Out of Scope:

The following items have been discussed as future offerings/consideration, but are not included as part of this initial implementation project

	Out of scope Items
1	Future need for a Payroll Interface has been discussed. Requirements, scope discussion
	and associated costs will be a separate project for consideration
	Client Asset registry is not ready for full asset based tracking of work orders. Professional
3	services required to assist the client with re-building their asset registry will be a separate
	project for consideration. This has begun with looking at GIS information from BM Ross
	Find It Tool. The TA register will be refined and Minto Staff is assisting with this task. If
	PSD staff is needed a hourly charge may be required.

Project Constraints and Assumptions

The following constraints and assumptions have been identified. If these are invalidated at a later date, then the activities and estimates in the project plan should be adjusted accordingly.

Constraints:

to be discussed and determined with clients during project kickoff meeting

Assumptions:

- Client resources will be consistent and available to provide required data, testing and feedback through the project implementation schedule.
- to be discussed and expanded on with clients during project kickoff meeting

6. Success Criteria/Major Deliverables

- Populate and implement the CityWide Works application, via a PSD web hosted application.
- Launch the CityWide Works application with successful remote access, data retrieval and data export by participant organization.
- Enterprise License for the CityWide Works application.
- Annual Support & Maintenance is included

7. Project Approach

The CityWide Works Implementation approach will consist of three Stages;

- Project Initiation & Planning
- Configuration & Analysis
- Training & Go-Live

Stage 1 - Project Initiation & Planning

Kickoff Meeting (PSD, Client) - 2 hours

The kickoff Meeting is the formal launch of the CityWide Works Implementation project. The goal of the kickoff meeting is to define the key stakeholders and introduce the members of the project team, define scope, requirements (business & data) and deliverables and to review the data templates and refine project plan.

Blank Templates sent to client (PSD)

Blank PSD Works Templates will be delivered to the client in excel. Portions to be completed can be defined during the kickoff meeting.

Client site created (PSD)

A CityWide Works Web hosted application site will be created for the client. At least 1 Admin users will be created and login details will be e-mailed to the applicable contacts.

*Milestones

- 1. Project Work Plan approved 5%
- 2. Client site created and accessible by the client 8%
- 3. Client has received blank excel Works Data Templates 10%
- 4. Completed templates have been delivered to PSD team 25%

Data Provision (Client) – 3 - 5 days to gather data and complete templates

Clients will complete the excel data templates for all areas of the application where they would like to bulk load data.

Completed data templates typically will include:

- Departments
- Users
- Work Order Types
- Equipment Listing
- Parts & Materials Inventory
- Vendors/Contractor Listing,
- Customer (resident) listing & related Properties

Any data not yet available for bulk load at this point can be entered as needed by the client's Admin or Subject Matter Expert (SME) users. Documentation of the clients current Work Order, Service Request or Preventative Maintenance processes could also be delivered to the PSD Implementation team to aid in the analysis process.

Stage 2 - Configuration & Analysis

Process & Data Analysis (PSD)

Once completed templates are delivered to the PSD Project manager, they will be reviewed and analysed in order to identify data gaps and opportunities for process improvement. Works template delivered data will also be imported into the clients Works Application site at this time.

Process Review Workshop (PSD, Client) - 1/2 day

Following the initial data import there is usually a process review workshop (Web or on-site when feasible). Existing processes will be reviewed and recommendations can be made to better enable the client to utilize the available functionality of the Works application. This could take the form of 2 or 3 meetings depending on scope and individual client's needs.

Admin User Training (PSD, Client) - 1/2 day

Admin Training is typically given to the client's key Subject Matter Expert (SME) or Power User and is intended to ensure the client is familiar enough with the core functionality and flow of the Works Application, to be able to test and refine the system configuration to best fit their individual needs. The extent and duration of this training will vary depending on the requirements set out in stage 1, but typically includes: How to Create Service Request & Work Orders and Admin functionality such as creating users, setting permission & notifications and creating and configuring Work Order Types.

Test & Refine (Client) - 2-3 week testing period

Once trained, the clients Admin user(s) should be able to spend a few weeks testing and refining the system configuration. The PSD implementation team will be available for questions and assistance during this time. If necessary, supplemental data imports via Works templates can executed by the PSD Implementation team. *Milestones

- 4. All client data is uploaded and available for Township Use 40%
- 5. Admin/SME users are trained and comfortable with the system 50 %
- 6. New processes/configurations & user profiles finalized 75%
- 7. User acceptance testing is complete and signed-off 90%

Stage 3 - Training & Go-Live

Schedule & Conduct End User Training (PSD or client)

1 day -

Go-Live planning (PSD, Client)

Schedule and plan rollout to business unit(s) and end users. At this point the PSD implementation team can have all test WO, SR & PM records cleared from the database for a fresh GO-Live starting point.

Ongoing Upgrades and Support (PSD)

*Milestones

- 8. Training completed for Works Admin & all other users 95%
- 9. Live system finalized and ready for use by Client Business Units 100%

See Appendix A for proposed project schedule

8. Project Budget: CityWide Works

SOFTWARE	LICENSE	LIST PRICE	TOTAL
	Enterprise License ¹	16,490.00	16,490.00
CITYWIDE WORKS INTAKE 1	Annual Web Hosting ² Support/Version Protection3 ³	5,990.00	5,990.00
	SL	JBTOTAL SOFTWARE LICENSES	\$22,480.00
	Р	ROFESSIONAL SERVICE	S
	SERVICE		TOTAL
С	ityWide Works Service	Request API	\$3,500.00
1	Project Manager Data Migration and Impl		
Training ⁶	Admir	u User Training – 2 Days	\$10,000.00
Training	End	User Training – 1 Day	
Professional Fees	Total		
		\$10,000.00	
PROJECT TOTAL			\$35,980.00

¹Enterprise License allows all employees of the "client" under this agreement to utilize the software application without additional seat or per user charges. ²Version Protection means that during the course of adding enhancements to the "Software", clients will have access to any new features without additional cost over the annual version protection fee. Software support means the correction of defects to the Software. ³Web Hosting includes vendor provided redundant Internet connections, Daily backup both on and off-site of client data, 24 Hour video, on-site security and fire suppression. ⁴Project Management services include client assistance with the development of the asset registry framework, work flow/process, strategic planning and progress reports. ⁵Data Migration and Implementation includes the review of the CityWide templates and entering of client data within the application by PSD. Data to be provided to PSD by client pre-populated and formatted onto PSD standard Excel data collection templates. 1 initial load for testing purposes, then 1 final re-load if necessary is included. If extra assistance is required exporting and formatting data from existing systems, advanced data assistance fees would apply. ⁶Training includes scheduled web delivered sessions introducing and preparing users to effectively and thoroughly use CityWide Works. Scheduling, format and location of the above training days to be finalized as per client's needs.

Estimated PSD expenses for onsite training/meetings (subject to prior written approval by the Client)

- 1 Day visit: Mileage only Burlington to Minto 250 km @ \$0.54/km \$135
- 2 Day visit: Mileage + Accommodations + Per Diem

9. Terms of Payment – Works Project:

- Enterprise License and Professional Services will be invoiced in Four equal monthly payments following the execution of the project charter.
- Annual Software Support and Web Hosting (12-month Period) are billed 30 days following the execution of the project charter.
- Taxes are extra where applicable. (GST, PST, HST)

- PSD expenses including airfare, mileage, accommodation, meals, and ground transportation are extra where applicable and subject to prior written approval by the Client.
- Annual Software Support/Version Protection as well as the Annual Web Hosting Fee will be limited to a maximum annual escalation of 5%.

10. Additional Considerations:

Ownership

All Client data stored within the CityWide Works application remains the legal ownership of the Client and can be extracted and used without restriction. All enhancements and customization to the CityWide Works application are included.

Confidentiality

PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

Security

PSD performs regular security audits of our systems to ensure current updates and patches are applied on all hardware, along with updated antivirus software. All users are forced to use secure passwords which are stored on the server only in encrypted format. Nightly backups are done offsite. The PSD Firewall is configured to only allow traffic to enter the network for required services such as our web server.

Timelines indicated may change based upon the size of the participating organization, complexity of the environment and accessibility to resources.

12. Authorization:

This proposal shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations; The Town of Minto and The Public Sector Digest Inc.

13. Terms and Assumptions Accepted:

BETWEEN:	
Town of Minto 5941 Highway 89 Harriston, Ontario N0G 1Z0	The Public Sector Digest Inc. 1410 Fullarton Street, Suite 1410, London, Ontario N6A 5P3
By:(Print Name of Authorized Signing Officer)	By: (Print Name of Authorized Signing Officer)
(Signature of Authorized Signing Officer)	(Signature of Authorized Signing Officer)
(Date)	(Date)

Appendix A: Proposed Project Schedule

High-level Project Schedule

Task Name	Stort Data	Start Date End Date Resource	Bosouros	2017								
Task Name	Start Date		Resource	Jan	Feb	Mar	Apr	May	Jun	Jul		
City/Wide Works Implementation - Town of Minto												
Phase 1 - Public Works (Operations)	02/06/17	04/14/17										
Stage 1 - Project Initiation & Planning	02/06/17	02/28/17			<u> </u>]						
Stage 2 - Configuration & Analysis	02/07/17	03/31/17										
Stage 3 - Training & Go Live	04/03/17	04/14/17										
Phase 2 - (Parks & Rec, Fleet, Facilities, By-Law)	04/17/17	07/10/17								7_		
Stage 1 - Project Initiation & Planning	04/17/17	05/08/17										
Stage 2 - Configuration & Analysis	04/25/17	06/20/17										
Stage 3 - Training & Go Live	06/27/17	07/10/17										

Proposes Detailed Project Schedule

: Name	Start Date	End Date	2017
Ivallic	Start Date	Liid Date	Jan Feb Mar Apr May Jun Jul Au
yWide Works Implementation - Town of Minto			
ase 1 - Public Works (Operations)	02/06/17	04/14/17	
Stage 1 - Project Initiation & Planning	02/06/17	02/28/17	
Kickoff Meeting	02/06/17	02/06/17	_ Project Team
Blank templates delivered to client	02/07/17	02/07/17	I PSD PM
Client site created and logins e-mail to client	02/07/17	02/07/17	IĻ PSD PM
Project Work Plan Created & Approved	02/07/17	02/07/17	PSD PM, Project Sponsor
Data Provision (data templates completed, sample WO's emails)	02/08/17	02/28/17	Operations SME(s)
Completed Works templates delivered to PSD team	02/28/17	02/28/17	
Stage 2 - Configuration & Analysis	02/07/17	03/31/17	
Operations Inventory - Process & Data Analysis	02/07/17	03/17/17	
TA Inventory Formating & Upload	02/07/17	03/17/17	Minto TA User(s)
TA Inventory is uploaded & configured for PW Operations Use	03/17/17	03/17/17	•
Works - Process & Data Analysis	03/01/17	03/03/17	□ PSD PM
Works Data Formatting & Upload	03/01/17	03/02/17	<u>Ц</u> РЅРРМ
All client data is uploaded and available for Township Use	03/02/17	03/02/17	<u>k</u>
Process Review Workshop	03/03/17	03/03/17	✓ Minto Sys Admin, Operations SME(s), PS
Admin User Training	03/10/17	03/10/17	Ļ rso PM
Key users are trained and comfortable with the system	03/10/17	03/10/17	
Test & Refine Works V2.0 Configurations (weekly updates, fixes as req)	03/13/17	03/31/17	Operations SME(s)
New processes/configurations & user profiles finalized	03/20/17	03/20/17	4
User acceptance testing is complete and signed-off	03/27/17	03/27/17	*
Stage 3 - Training & Go Live	04/03/17	04/14/17	
End User Training	04/03/17	04/03/17	L PSD PM
Database Cleared	04/06/17	04/06/17	L PSD PM
Go Live - Public Works (Operations)	04/07/17	04/07/17	
Go-live Support	04/10/17	04/14/17	i PSD PM
ase 2 - (Parks & Rec, Fleet, Facilities, By-Law)	04/17/17	07/10/17	
Stage 1 - Project Initiation & Planning	04/17/17	05/08/17	
Stage 2 - Configuration & Analysis	04/25/17	06/20/17	

Detailed Project Schedule Cont...

Task Name	Start Date	End Date		2017								
ask ivallic	Start Date	Ena Bate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
CityWide Works Implementation - Town of Minto												
Phase 1 - Public Works (Operations)	02/06/17	04/14/17										
Stage 1 - Project Initiation & Planning	02/06/17	02/28/17			1							
Stage 2 - Configuration & Analysis	02/07/17	03/31/17										
Stage 3 - Training & Go Live	04/03/17	04/14/17										
Phase 2 - (Parks & Rec, Fleet, Facilities, By-Law)	04/17/17	07/10/17										
Stage 1 - Project Initiation & Planning	04/17/17	05/08/17										
Blank templates delivered to Phase 2 business units	04/17/17	04/17/17				Ļ	SD PM					
logins e-mail to Phase 2 SME's	04/25/17	04/25/17				ľ	Minto S	ys Adn	in			
Project Work Plan Updated & Approved	04/24/17	04/24/17				L	PSD PN	1, Proje	ct Spon	sor		
Data Provision (data templates completed, sample WO's emails)	04/18/17	05/08/17				*	L Busi	ness Ur	rit SME	(s)		
Completed templates delivered to PSD team	05/08/17	05/08/17					€ Busi	ness Ur	rit SME	(s)		
Stage 2 - Configuration & Analysis	04/25/17	06/20/17										
Remaining TA Inventory - Process & Data Analysis	04/25/17	06/08/17				Ļ						
TA Inventory Formating & Upload	04/25/17	06/08/17						Min	to TA U	ser(s)		
TA Inventory is uploaded & configured for PW Operations Use	06/08/17	06/08/17						♦*				
Works Process & Data Analysis	05/16/17	05/25/17					中	PSD PN	А			
Data Formatting & Upload	05/16/17	05/17/17					Ļŗ:	SD PM				
All client data is uploaded and available for Township Use	05/17/17	05/17/17					•					
Process Review Workshop	05/25/17	05/25/17						Busine	ss Unit	SME(s),	PSD F	
Admin User Training	05/25/17	05/25/17					<u> </u>	PSD P	VI			
Key users are trained and comfortable with the system	05/25/17	05/25/17					*					
Test & Refine Works V2.0 Configurations (weekly updates, fixes as req)	05/30/17	06/19/17						E	Business	Unit SN	ΛE(s)	
New processes/configurations & user profiles finalized	06/13/17	06/13/17						*				
User acceptance testing is complete and signed-off	06/20/17	06/20/17						•				
Stage 3 - Training & Go Live	06/27/17	07/10/17										
End User Training	06/27/17	06/27/17						ľ	Busine	ess Unit	SME(s	
Database Cleared	06/30/17	06/30/17							L PSD I	PM		
Go-live - (Parks & Rec, Fleet, Facilities, By-Law)	07/03/17	07/03/17							€			
Go-live Support	07/04/17	07/10/17							i PSI	D PM		

Appendix B: PSD Value Added Services

In addition to the service offered in the standard Works Implementation package, CityWide offers a variety of training and consulting services to help our clients get the most value out of their investment in the CityWide Suite of software.

Pre Implementation Needs Assessment

Implementing a new Enterprise Asset & Maintenance Management System can be a daunting task, especially if coming from many manual process, across multiple work groups. The CityWide team will help to define your high level requirements, goals, risks and constraints and prepare a needs assessment report which will be used to define and customize your Works implementation to best meet your short & long-term strategy needs.

Reporting Services

Although there are multiple built in options for reporting data within CityWide Works, there is often a need for specific reports to suit a client's individual needs. CityWide can gather your requirements, build such reports for you and have them integrated directly into the system.

Additional Consultation support hours

Examples of how a client might use extra consultation support hours

- 1) Once a client has been using Works for a few months and is comfortable with the system and their own internal work flow processes, they can utilize consultation time for assistance configuring and utilizing additional works feature such as Processes, Timesheet, Daily, Schedules & Road Patrol.
- 2) On initial setup of works, a client has decided to implement a basic list of work order types without attaching assets to each work order. After a few months, the client is then ready to start creating work orders against specific assets. Consultation time could be used to provide assistance reviewing, streamlining and building out the Asset Inventory in TA as well as configuring defaults within the Work Order Type setup.

Workflow Process Mapping

More detailed business process analysis, whereby the Works Implementation team will work closely with the client to analyze their current business processes, to define and document their list of activity work order types, work flow processes and configuration requirements. The team will make process improvements recommendations, and provide a final Implementation Control Document outlining the new processes and system configurations.

Custom User Manuals

CityWide Implementation Team and/or Trainers will work with the client to create custom, business specific, on-line or printed user instruction manuals. These can be useful tools for new hires or for those who need to utilize the Works application on an in-frequent basis.

Legacy Data Conversion Assistance

as needed and defined by the account manager, in consultation with the client

Custom Integration

as needed and defined by the account manager, in consultation with the client

Post Implementation Audit

Most clients have taken a simplified approach to implementing Tangible Assets and Works. However, as municipalities mature with their asset management strategy, as well as their use of the CityWide Suite of software, a re-visit of how they are using the system is often required. The CityWide team can analyze your current use of our software modules and make recommendations of improvements to asset inventory and work flow processes. Thus allowing your municipality to make the most of your investment in CityWide Works through expanded business use, better reporting and more detailed activity based costing.

Additional/Refresher Training

as needed and defined by the client

Mobile Workforce Implementation

For clients who opted for an initial implementation of Works with paper based work assignments and whom are then ready to further enhance your use of the works system by implementing mobile work workforce management. The CityWide team with work closely with you to determine your specific work and technical requirements and configure and train your staff.

Implement Preventative Maintenance Programs

CityWide will use industry leading experience and knowledge to review your current work practices to make recommendations and develop and implement a plan for the expanded use of CityWide Works Preventative Maintenance functionality.

THE PUBLIC SECTOR DIGEST INC.

148 FULLARTON STREET, SUITE 1410, LONDON, ONTARIO N6A 5P3 PHONE: (519) 690-2565 • FAX: (519) 649-2010

Asset Management Initiative

GIS

Town of Minto

January 31, 2017

1. Contact List: Town of Minto ("Client")

Name	Title	Tel	E-mail	
Gord Duff	Treasurer/Deputy	519 338-2511	gordon@town.minto.ca	
	CAO	EXT 235		

Contact List: Public Sector Digest ("PSD")

Name	Title	Tel	E-mail
Matthew Van	General Manager,	519-690-2565	mvd@publicsectordigest.com
Dommelen	Business Development	Ext. 2410	

Document Revision History:

January 31, 2017 Version 1.0

2. Statement of Confidentiality:

This document has been prepared specifically for the Client.

The PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

This proposal and all of its associated pricing shall remain valid for 30 calendar days from the date of issue indicated below.

Date of Issue: January 31, 2017

PROFESSIONAL SERVICES WITH PURCHASE OF SOFTWARE			
SERVICE	LICENSE	ANNUITY	
CITYWIDE GIS SOFTWARE (LICENCE FEE AND IMPLEMENTATION)	\$8,500.00	\$1,500.00	
TRAINING (1 DAY OF ADMINISTRATOR AND END USER TRAINING)	\$1,500.00		
TOTAL	\$11,500.00		

3. Terms of Payment – Project:

- Clients will be invoiced in 2 equal monthly payments of the total amount of products and services plus applicable taxes. In the majority of cases it is anticipated that the available funding will satisfy all or at the least the majority of the total project costs.
- Annual Software Support and Web Hosting (12 month Period) are billed 30 days following the execution of the project charter.
- Taxes are extra where applicable. (GST/PST/HST)
- PSD expenses including airfare, mileage, accommodation, meals, and ground transportation are extra where applicable and subject to prior written approval by the Client.
- Annual Software Support/Version Protection as well as the Annual Web Hosting Fee will be limited to a maximum annual escalation of 5%.

4. Authorization

This proposal shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations; The Town of Minto and The Public Sector Digest Inc.

Terms and Assumptions Accepted

BETWEEN:	
Town of Minto 5941 Highway 89 Harriston, Ontario NOG 1Z0	The Public Sector Digest Inc. 148 Fullarton Street, Suite 1410 London, Ontario, N6A 5P3
By:(Print Name)	By:(Print Name)
(Signature)	(Signature)
(Date)	(Date)



TOWN OF MINTO

DATE: January 16, 2017

REPORT TO: Mayor Bridge and Members of Council **FROM:** Brian Hansen, Public Works Director

SUBJECT: Minto Green Legacy Days

STRATEGIC PLAN:

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

BACKGROUND:

As in the past years; the County of Wellington Planning and Development Department has reserved 35,000 trees of various species to be distributed equally to each local municipality. Local businesses and the public donate towards the local food banks and other charitable organizations.

In the last six years 30,000 trees have been planted in Minto on private lands through this program. In 2016 Trees for Minto planted an additional 4,100 trees

In the spring the County of Wellington will be advertising their Green Legacy Days on the County's Web Page and also in the Wellington Advertiser.

COMMENTS:

Again this year the Minto Public Works Department will need volunteers from Council and Staff to help in distribute trees to the public at the Minto Public Works Operation Centre located on Highway 89, on Saturday April 29, 2017 from 8 am to 10 am. The trees will be delivered by the County and stored inside the Operations Centre on Friday April 28, 2017.

Trees perform an important role reducing carbon in the air and improving air quality by "absorbing" carbon dioxide and converting it to oxygen through the chlorophyll in a tree's leaves. Planting trees helps with windbreaks along roadways and helps keep oxygen levels at a constant safe level in areas where there are exhaust emissions from cars.

FINANCIAL CONSIDERATIONS:

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

RECOMMENDATION:

That Council receives the Public Works Directors' February 3, 2016 report regarding Minto Green Legacy Days to be held April 29th, 2017 from 8-10 am.

Brian Hansen Public Works Director

The Corporation of the Town of Minto By-law No. 2017-15

To amend By-Law 07-39; being a By-law to Regulate Construction, Demolition, Plumbing, Septic, Change of Use Permits , Inspections and Fees

WHEREAS Section 7 of the Ontario Building Code Act, S.O. 1992, Chapter 23, provides authority for the Council of a Municipality to enact By-laws respecting construction, demolition, change of use permits, inspections, transfer of permits, and setting and refunding fees;

AND WHEREAS By-law 07-39 was passed by the Council of the Corporation of the Town of Minto on May 9th, 2007 regulating construction, demolition, plumbing, septic, change of use permits, inspections and fees;

AND WHEREAS it is necessary to repeal and replace Schedule "G" to By-law 07-39;

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

- 1. THAT Schedule "G" of By-law 07-39 be repealed and replaced with a revised Schedule "G" attached as Schedule "A" to this By-law.
- 2. Schedule "A" to By-law 2017-15 to replace: Schedule "G" to By-law 07-39 Tariff of Fees
- 3. THAT all other provisions of By-law 07-39 are hereby confirmed
- 4. 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 21st day of February, 2017.

Mayor George A. Bridge
C.A.O. Clerk Bill White

Schedule "G" Tariff of Fees

No.	Building	Admin Fee	BP Fee (per sq. ft. unless noted)
1	Group A & B - Assembly and Instituti	l onal Occupanc	ies
	a) New Construction	\$300.00	\$0.65
	b) Renovation/Alteration	\$200.00	\$0.45
2	Group C - Residential Occupancies	,	
	a) New Construction - SFD	\$300.00	\$0.80
	b) New Construction - Multi-	\$300.00	\$1.20
	Residential (No Fee For Basement)		
	c) Finished/Unfinished Basement		\$0.40
	d) Renovation/Alteration	\$200.00	\$0.80
	e) Attached Garage	\$200.00	\$0.45
	f) Deck/Porch	\$200.00	\$0.45
	g) Accessory Apartments	\$200.00	\$0.80
3	Group D & E Occupancies	,	
	a) New Construction	\$300.00	\$0.80
	b) Renovation/Alteration	\$200.00	\$0.40
4	Group F Occupancies	1 +200.00	1 70.10
•	a) New Construction	\$300.00	\$0.45
	b) Renovation/Alteration	\$200.00	\$0.45
5	Agricultural	Ψ200.00	ψ0.43
	a) New Construction	\$200.00	\$0.20
	b) Liquid Manure Tanks	Ψ200.00	\$4.70 per Lin. Ft.
	c) Grain Bin/Tower Silo		\$325.00 Flat Fee
	e) Bunk Silos		\$400.00 Flat Fee
G	,	\$200.00	\$0.45
6 7	Accessory Structures Demolition Permits	\$200.00	\$0.45
1		1	1 \$445 00 Flot Foo
	a) Class 'A'		\$115.00 Flat Fee
	b) Class 'B'		\$230.00 Flat Fee
8	Class 4 On-Site Septic Systems		
	a) New/Replacement System		\$450.00 Flat Fee
	b) Replacement Tank		\$150.00 Flat Fee
	c) Bed Replacement		\$300.00 Flat Fee
9	Plumbing Permit		\$138.00 Flat Fee
10	Conditional Permit		\$345.00 Flat Fee Plus
			Completion Permit
			Amount
11	Solid Fuel Fired Appliance		\$138.00 Flat Fee
12	Tent Permit		\$138.00 Flat Fee
13	Temporary Structure (Temp Dwelling Portable, Etc)	s, School	\$240.00 Flat Fee
14	Change of Use (No Construction)		\$115.00 Flat Fee
15	Solar		\$300.00 Flat Fee
16	Pool Fence Enclosure		\$138.00 Flat Fee
	s To Table:		
a)	An investigation fee of \$150.00 sha prior to the issuance of the required permit fee		
b)	Any other building or structure not included above or where square footage cannot be calculated effectively, a rate of \$9.00 per \$1000.00 of construction value shall be charged for a building permit.		
c)	Inspection only - no permit required: a fee of \$90.00 per hour shall be applied		
d)	Inspection requested and not ready or repeated failed inspections: a fee of \$90.00 shall apply per inspection		

^{**}Schedule "A" of By-law 2017-15 (Replacing Schedule G of By-law 07-09)**

Corporation of the Town of Minto By-law No. 2017-16

To amend Schedule "A" of By-law 2107-06, a By-law to amend Schedule "A" respecting set fines under the Water By-law in the Town of Minto

WHEREAS under Section 9 of the Municipal Act, S.O., 2001, c. 25, the Corporation of the Town of Minto has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Corporation of the Town of Minto deems passed a new Water By-law Number 2017-06 subject to review of the set fines as outlined in Schedule "A" to the By-law;

AND WHEREAS Council wished to amend the set fines as set out in Schedule "A" to this By-law;

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

- 1. That Schedule "A" of By-law 2017-06 is hereby repealed and replaced with Schedule "A" attached to this by-law to establish new set fines under the Provincial Offences Act.
- 2. This By-law shall come into full force and effect upon final passing thereof.

Read a first,	second, third	time and passe	d in open Coun	cil this 21st (of February, 2017

Mayor George A. Bridge
C.A.O. Clerk Bill White

TOWN OF MINTO

BY-LAW NUMBER 2017-16 (Replacing Schedule A of By-law 2017-06)

WATER BY-LAW

SCHEDULE "A"

Part I Provincial Offences Act Set Fines

ITEM	COLUMN 1	COLUMN 2	COLUMN
	SHORT FORM WORDING	PROVISION	3
		CREATING OR	SET FINE
		DEFINING OFFENCE	
1.	Obstruct an officer or agent	Section 12.1 (a)	\$300.00
2.	Willfully waste or discharge water	Section 12.1 (b)	\$150.00
3.	Lend, sell, dispose of, or give away water	Section 12.1 (c)	\$150.00
4.	Unlawfully open or close any valve or hydrant or obstruct access	Section 12.1 (d)	\$500.00
5.	Foul the water or commit willful damage to the water system	Section 12.1 (e)	\$500.00
6.	Alter water meter	Section 12.1 (f)	\$500.00
7.	Unauthorized connection to waterworks or obtain water without consent	Section 12.1 (g)	\$400.00
8.	Water outside when prohibited	Section 12.1 (h)	\$150.00
9.	Operate a fire hydrant	Section 12.1 (i)	\$500.00
10.	Tamper with water distribution system	Section 12.1 (j)	\$300.00
11.	Unauthorized disconnection or reconnection	Section 12.1 (k)	\$300.00
12.	Expose water system to contamination	Section 12-1 (I)	\$600.00
13.	Improper installation of a backflow prevention device	Section 12.1 (m)	\$650.00
14.	Remove any cross connection control or backflow prevention device	Section 12.1 (n)	\$300.00
15.	Disconnect inlet or outlet of a water meter	Section 12.1 (o)	\$500.00
16.	Fail to disconnect an alternative water supply	Section 12.1 (p)	\$800.00

The Corporation of the Town of Minto By-law No. 2017-17

To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held February 21, 2017

WHEREAS the Council of the Town of Minto met on February 21, 2017 and such proceedings were conducted in accordance with the Town's approved Procedural By-law.

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

- 1. That the actions of the Council at its Committee of the Whole/Council meeting held on February 21, 2017 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 21st day of February, 2017.

Mayor George A. Bridge
C.A.O. Clerk Bill White