



Tuesday, March 7, 2017

2:30 p.m.

Council Chambers

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| 1. Call to Order | |
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| 3. Motion to Convene into Closed Session | |
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| 17. | Adjournment | |



Council Minutes

**Tuesday, February 21, 2017
7:00 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
Gordon Duff, Treasurer
Brian Hansen, Public Works Director
Matt Lubbers, Recreation Services Manger

1. Call to Order - 7:02 p.m.

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

Councillor Turton declared a pecuniary interest regarding the Public Meeting regarding Building Permit Fees, and By-law 2017-015.

3. Minutes of Previous Meeting

a. Regular Council Minutes of February 6, 2017

RESOLUTION: 2017-033

Moved By: Councillor Turton; Seconded By: Councillor Dirksen

THAT the minutes of the February 6, 2017 Council Meeting be approved.

Carried

4. Additional Items Disclosed as Other Business

Councillors Elliott, Dirksen and Turton declared additional items.

Mayor Bridge noted Councillor Anderson broke her leg last week and is able to participate from a seat at the back of the Council Chambers.

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

RESOLUTION: 2017-034

Moved By: Councillor Anderson; Seconded By: Councillor Colwell

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

Carried

Councillor Turton having previously declaring a conflict on this item vacated his seat.

6. Public Meeting

a. Proposed Building Permit Fee By-law

Chief Building Official Kuipers noted the last review of the fees was 2010 and since then there have been two major amendments to the Building Code with over 2500 changes. He confirmed permit fees can only be collected to direct and indirect enforcement costs and equipment reserves. CBO Kuipers reviewed the current and proposed fee schedule and noted the proposed fees are not full cost recovery.

Mayor Bridge called upon members of the public. David Anderson County Councillor asked if the fees should be re-evaluated every two years to prevent major increases.

Mayor Bridge asked for any Council questions and comments. They discussed timing for fee implementation. Having called further on members of the public and with no further comment The Mayor adjourned the public meeting.

MOTION: COW 2017-037

Moved By: Councillor Elliott; Seconded By: Councillor Anderson

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.

Carried

Councillor Turton returned to his seat.

7. Delegations - None

8. Public Question Period

Minto resident Paul O'Dwyer asked if the shoulders on the 12th Line could be looked at as they are failing. Public Works Director Hansen will follow up.

Minto resident Matt O'Dwyer stated that he is still waiting on another meeting to be held in regards to a municipal drain. Roads Foreman and Drainage Superintendent Mike McIsaac will follow up.

9. Correspondence Received for Information or Requiring Direction of Council

- a. Municipality of Neebing, Carbon Tax Credits for Municipalities
- b. Ontario Municipal Board, Issue Decision, Schuettel vs Minto By-law 2016-48
- c. Township of Muskoka Lakes, Fire Protection and Prevention Act, 1997 Resolution
- d. Government of Ontario, Operator Certification Bulletin Drinking Water and Wastewater Operator Certification News

Councillor Colwell recommended Council support the resolution from Muskoka Lakes

MOTION: COW 2017-038

Moved By: Councillor Turton; Seconded By: Councillor Colwell

THAT the Township of Muskoka Lakes, Fire Protection and Prevention Act resolution be support by the Council of the Town of Minto;

AND FURTHER that the balance of the 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. Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Minutes of September 23.2016

MOTION: COW 2017-039

Moved By: Councillor Anderson; Seconded By: Councillor Elliott

THAT the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Minutes of September 23, 2016 be received for information.

Carried

- b. Committee Minutes for Approval - None.

- c. Staff Reports

- 1. Recreation Services Manager, Accessibility Annual Update

Recreation Services Manager Lubbers presented the Accessibility Annual Update noting there are two regulations to meet, and all Committees of Council are being trained.

MOTION: COW 2017-040

Moved By: Councillor Elliott; Seconded By: Councillor Colwell

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

Carried

2. Recreation Services Manager, Multi-Year Accessibility Plan

Recreation Services Manager Lubbers noted that the policy shows initiatives for the next five years, with the focus on training.

MOTION: COW 2017-041

Moved By: Councillor Turton; Seconded By: Councillor Dirksen

THAT the Multi-Year Accessibility Plan as presented by the Recreation Services Manager be received as information.

Carried

3. Recreation Services Manager, Customer Service Policy

Recreation Services Manager Lubbers reviewed amendments to the policy. Council thanked Lubbers for his work on accessibility on behalf of the Town.

MOTION: COW 2017-042

Moved By: Councillor Turton; Seconded By: Councillor Anderson

THAT the Accessibility Standards for Customer Service Policy be approved as presented by the Recreation Services Manager.

Carried

4. C.A.O. Clerk, Equipment Lease Agreement SunSaver2 FIT 4.0

CAO Clerk White reviewed the draft agreement for eight Town owned sites to contain solar panels installed by SunSaver2. Town receives 5% of income over 20 years estimated at \$800,000 including seven microFIT panels installed by the company in 2014.

MOTION: COW 2017-043

Moved By: Councillor Colwell; Seconded By: Councillor Elliott

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.

Carried

Councillor Colwell assumed the Chair

5. Treasurer, Approval of Accounts for February 14, 2017

Treasurer Duff noted expenses such as School Boards payments, supplemental tax payments to the County, fire bunker gear, equipment repairs roundabout project and trails.

MOTION: COW-2017-044

Moved By: Councillor Dirksen; Seconded By: Councillor Anderson

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for February 14, 2017 as follows: Administration \$ 332,419.48, People & Property \$3,540.96, Building \$1,148.95, Economic Development \$933.26, Incubator \$1,699.21, Fire \$23,906.14, Roads \$136,262.19, Waste Water \$25,495.54, Streetlights \$115.47, Water \$14,098.27, Clifford \$6,868.86, Harriston \$10,144.31, Palmerston \$14,604.54, Norgan \$4,220.09.

Carried

6. Treasurer and Public Works Director, Citywide Software Proposal

Treasurer Duff advised Council that the Citywide software affects all departments with a focus on asset management, customer complaints and GIS mapping. Annual maintenance cost is about \$7,500. The software and training will be covered by a grant. Council asked that if complaint processes can be tracked, regular reports be provided.

MOTION: COW 2017-045

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

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.

Carried

Mayor Bridge resumed the Chair

7. Public Works Director, Minto Green Legacy Days

Public Works Director Hansen noted that were receiving 5000 trees from Wellington County Green Legacy and requested Council to assist with the handing out of the trees.

MOTION: COW 2017-046

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

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.

Carried

d. Other Business Disclosed as Additional Item

Councillor Elliott congratulated Treasurer Duff on winning a trip to Las Vegas through the Palmerston Lion's Valentine draw. He invited Council and staff to attend the fundraising Roast Beef Dinner tomorrow for the Girls Palmerston Juvenile Broomball Terminators team that will head to Nationals in Estevan Saskatchewan the end of March.

Councillor Dirksen congratulated Councillor Turton on becoming Vice-Chair of the Maitland Valley Conservation Authority Board of Directors.

Councillor Turton asked that we support the Minto-Mapleton 81's as the final series opens Friday February 24th at the Palmerston arena at 8:30 p.m.

11. Motion to Return To Regular Council

RESOLUTION: 2017-035

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

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: 2017-036

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen

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

Carried

14. By-laws

Councillor Turton having declared a pecuniary interest did not vote on By-law 2017-015.

a. 2017-15, Building Permit Fees amendment

RESOLUTION: 2017-037

Moved By: Councillor Anderson; Seconded By: Councillor Colwell

THAT By-law 2017-15; for the purpose amending By-Law 07-39; being a By-law to Regulate Construction, Demolition, Plumbing, Septic, Change of Use Permits , Inspections and Fees; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

- b. 2017-16, Amend Water By-law 2017-06

RESOLUTION: 2017-038

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT By-law 2017-16; for the purpose of amending Schedule "A" of By-law 2107-06, a By-law to provide for the Regulation of Water Supply and Water and Sewer Billing in the Town of Minto; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

- c. 2017-17, Confirming Proceedings of the February 21, 2017 Committee/Council meeting

RESOLUTION: 2017-039

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

THAT By-law 2017-17; to Confirm the Proceedings of the February 21, 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 - 8:36 p.m.

RESOLUTION: 2017-040

Moved By: Councillor Colwell; Seconded By: Councillor Elliott

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

Carried

Mayor George A. Bridge

C.A.O. Clerk Bill White



THE COUNCIL OF THE TOWN OF MINTO
PUBLIC MEETING AGENDA
ZBA-2017-01
Applicant: Jeremy Metzger
TUESDAY March 7th 2017,
5:00 pm in the Council Chambers

Public Meeting to consider an amendment to Zoning By-law No. 01-86 for property is located on Part Lot 7 and 8, with a municipal address of 160 Webb Street, Harriston.

1. Mayor Bridge to act as the Chair of the Public Meeting
2. Chair Bridge to call the meeting to order and request any member of the public present to please sign the attendance record. Chair Bridge to state the following:

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Minto before the By-law is passed, the person or public body is not entitled to appeal the decision of the Town of Minto to the Ontario Municipal Board and the person or public body may not be added as a party to the hearing of the appeal before the Board unless, in the opinion of the Board, there are reasonable grounds to do so.

3. C.A.O. Clerk White to state the municipal address and legal description of the property, the purpose and effect of the application and date notices we sent.

The property subject to the proposed amendment is located on Part Lot 7 and 8 municipally known as 160 Webb Street.

The Purpose and Effect of the proposed amendment is to rezone the subject lands from Single Family Residential (R1B) to Medium Density Residential R2 to allow for the possibility of higher density residential development. Other zoning relief may be considered for the proposal where appropriate.

Notices were mailed to the property owners within 400 feet or 120 meters of the subject property as well as the applicable agencies and posted on the subject property on February 13th, 2017 The following comments were received:

- a) Maitland Valley Conservation Authority had no comments regarding the application.
- b) Town of Minto staff
 - Building Assistant's report attached
- c) Linda Redmond, Senior Planner County of Wellington, report attached

Public Meeting Agenda
To Consider an Amendment
to the Town of Minto Zoning By-law No. 01-86 for property
located at 160 Webb Street, Former Town of Harriston, Town of Minto
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4. Chair Bridge to call on the applicant or his agent to provide comments regarding the proposed Amendment to the Comprehensive Zoning By-law No. 01-86.
5. Chair Bridge to call on anyone who wishes to comment in favour of the proposed Amendment.
6. Chair Bridge to call on anyone who wishes to comment in opposition of the proposed Amendment.
7. The applicant or his agent is given an opportunity for rebuttal.
8. Chair Bridge to give members of Council an opportunity to ask questions.
9. Chair Bridge to state **IF YOU WISH TO BE NOTIFIED** of the decision of the Council of the Town of Minto in respect to the proposed Zoning By-law Amendment application, you must make a written request to the Clerk of the Town of Minto at 5941 Highway 89, Harriston, NOG 1Z0 or by email at Bwhite@town.minto.on.ca.
10. If there are no further comments, Chair Bridge will adjourn this Public Meeting.


Town of Minto

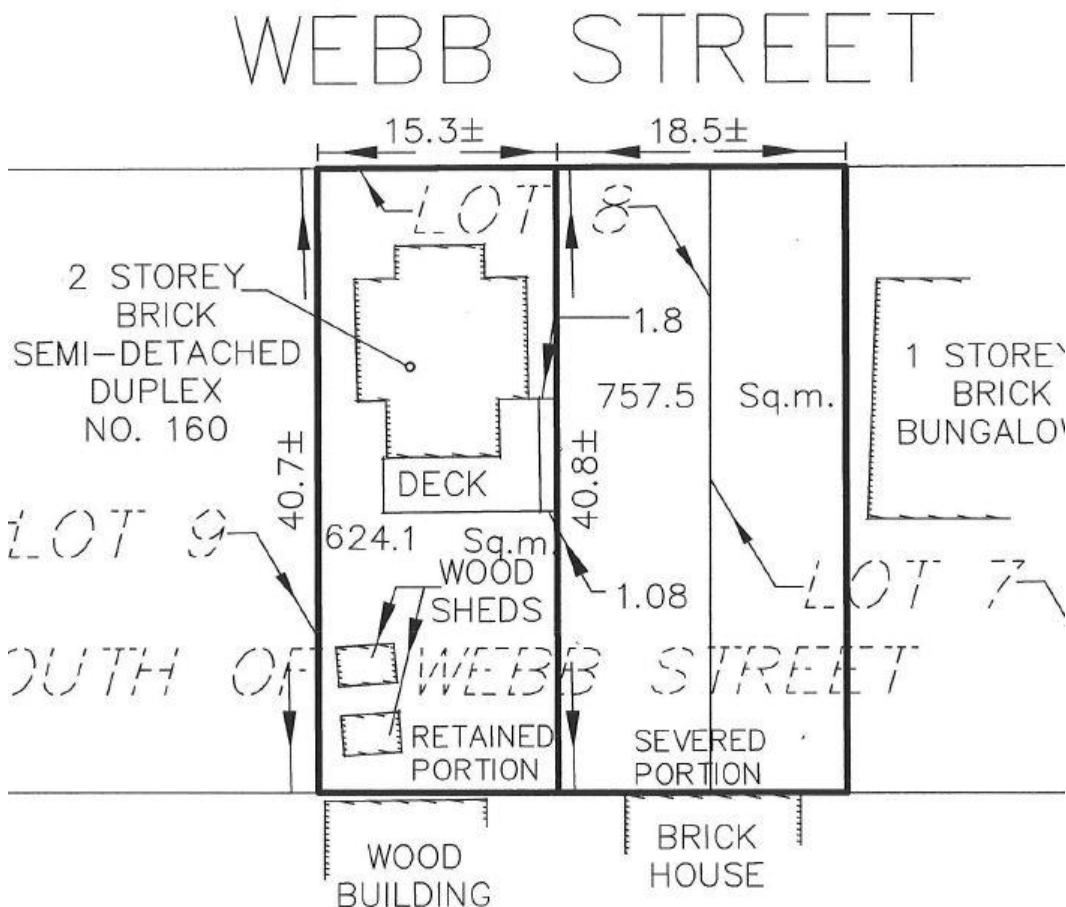
DATE: February 22, 2017
 Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: ZBA 2017-01 Jeremy Metzger- 160 Webb Street, Harriston

STRATEGIC PLAN

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

BACKGROUND

The subject land fronts on Webb Street. The property is 14,652 Sf (0.336 acres) in size and is shown on survey below. The property contains an existing semi-detached residential dwelling. The lands are zoned R1B – Low Density Residential as per the Town of Minto Zoning By-law 01-86 as amended. The existing semi-detached dwelling has legal non-conforming status. The applicant has submitted an application for severance. The sketch is below.



The intent of this application is to rezone the subject lands allow for increased density. The current R1B zoning permits one single detached residential dwelling. The R2-Medium Density Residential allows for Single Detached, Semi-Detached, Duplex, Triplex, Fourplex, or Street Townhouses. Section 12 regulates Lot Area, Frontage, Front Rear and Side yard setbacks, Lot Coverage and Floor Area based on the type of dwelling unit(s) constructed. The applicant intends to comply with the regulations at the time of construction. The rezoning will also account for reduced frontage, interior side yard setback, and front yard setback (as required) on the proposed retained portion of the property.

COMMENTS

Clerks

The application is consistent with the growth projections and the need for increased density in the Urban centres. Site plan approval may be required prior to the issuance of a building permit dependent on the density of the proposed building. Semi/Duplexes do not require Site Plan Approval.

Building

An engineered drainage plan will be required as per the new building by-law.

Public Works

The severed parcel will require a servicing as a condition of severance.

RECOMMENDATION

THAT Council receives the Building Assistants report on the proposed rezoning for Jeremy Metzger, 160 Webb Street, Former Town of Harriston, Town of Minto for information and considers passing a by-law.

ATTACHMENTS

Planners Comments, Linda Redmond, Senior Planner, County of Wellington

Stacey Pennington,
Building Inspector



PLANNING REPORT for the TOWN OF MINTO

Prepared by the County of Wellington Planning and Development Department

DATE: February 27, 2017
TO: Bill White, C.A.O.
Town of Minto
FROM: Linda Redmond, Senior Planner
County of Wellington
SUBJECT: **Metzger**
160 Webb Street, Harriston
Zoning By-law Amendment

PLANNING OPINION

This amendment would rezone the subject lands from Single Family Residential (R1B) to Residential (R2) to allow medium density residential uses. At this time the applicant has not identified a proposal or dwelling type for the lots and has indicated that the rezoning is requested in order to pre zone the lands for future uses. The subject property is currently occupied by a semi-detached dwelling and is currently under review to sever the parcel in two. The proposal is consistent with the Provincial Policy Statement and conforms to the Official Plan policies which encourage a variety of housing types to satisfy the present and future social, health and well-being requirements of residents of the regional market area. Council should be satisfied that the pre zoning of the vacant portion of the parcel will not presuppose any future development and associated servicing requirements.

INTRODUCTION

The property subject to the proposed amendment is located on Part Lot 7 and 8, south of Webb Street, with a municipal address of 160 Webb Street, Harriston. The property is occupied by a semi-detached dwelling and is 0.13 ha (0.33 acres) in size (figure 1).

Figure 1

PROPOSAL

The purpose of the proposed amendment is to rezone the subject lands from Single Family Residential (R1B) to Medium Density Residential (R2) to allow for the possibility of higher density residential development and to recognize the existing semi-detached use of the lands.

PROVINCIAL POLICY STATEMENT (PPS)

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



COUNTY OFFICIAL PLAN

The property is located within the Harriston Urban Centre and is designated Residential. The policies of Section 8.3.2 of the Official Plan set out a number of objectives for residential development including, *e) to ensure that an adequate infrastructure will be available to all residential area's and g) to encourage intensification, development proposals provided they maintain the stability and character of existing neighbourhoods.*

The policies of Section 8.3.11 of the Official Plan encourage development of “vacant or under-utilized properties for residential uses which are compatible with surrounding uses in terms of dwelling type, building form, site coverage and setbacks”.

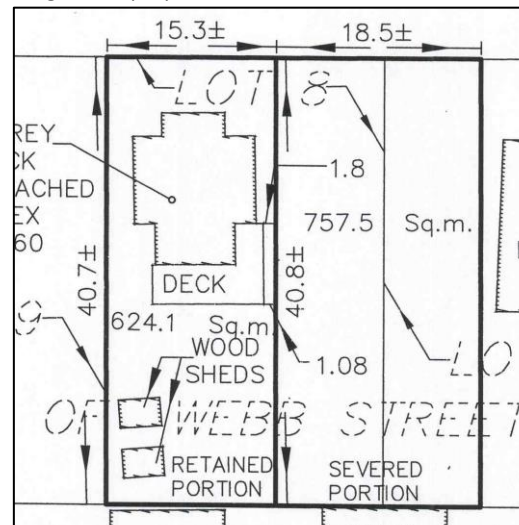
CONSENT

The property is currently one large parcel. The applicants have also recently submitted an application to the County of Wellington Land Division to sever the parcel in two (figure 2). The semi-detached dwelling will not meet the minimum frontage and interior side yard setbacks for the proposed R2 zone. This will be adjusted in the amending by-law.

DRAFT ZONING BY-LAW

The subject lands are zoned residential (R1B). This zoning category only permits single family dwellings. The applicant would like to rezone the lands to residential (R2) to allow a variety of medium density uses and to recognize the existing semi-detached dwelling on the lands.

Figure 2 – proposed consent



The retained portion (existing semi) will require a site specific exemption to allow a reduced lot frontage of 15.3 m (50 ft.) whereas the by-law requires 18.3m (60 ft.) as well as a reduced interior side yard setback. The by-law requires that one side yard maintain a 3.7 m (12.1 ft.) interior side yard when there is no attached garage. The current parking for this dwelling is located in front of the dwelling and could be considered legal non-conforming. As such the by-law will address the deficiency by permitting both yards to be a minimum of 1.8m (5.9 ft.). The R2 zoning permits the following residential uses:

- Single detached residential dwelling
- Semi-detached residential dwelling
- Duplex dwelling
- Triplex residential dwelling
- Fourplex residential dwelling
- Three or Four Unit Street Townhouse

The permitted dwelling type is based on the lot frontage and area. In this instance the vacant lot (severed portion) is proposing a frontage of 18.5 m (60.6 ft.) and an area of 754.8 sq.m. (8124.8 sq.ft.). Based on this the properties have the potential to accommodate one of any of the permitted dwelling types. A draft by-law is attached for Councils consideration.

Respectfully submitted

County of Wellington Planning and Development Department

Linda Redmond, Senior Planner

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

RE: Proposed amendment to rezone 160 Webb St Harriston from R1B to R2

Dear Sir:

I would like to thank you for your letter dated February 13th, 2017 that brought my attention to a proposed zoning change for 160 Webb Street Harriston. I would first like to share with you and council that I am a very big supporter of development in the Town of Minto. I believe growth is very important, and alongside with that planning is even more important. This letter is not to either support or oppose the proposed zoning but to share my concerns that I think should be taken into consideration.

As this property currently has a multi-family duplex, it would appear that re-zoning is required as a duplex is not covered in the current R1B zoning. However my concerns are the very broad scope of what R2 zoning could allow in the future. With R2 zoning this could allow up to a four plex or townhouse development. It would be my opinion that anything over the current duplex constructed would not be a good fit for this location. My concerns are as follows:

1. Construction of a massive triplex or four plex would certainly affect land values and potential attraction to my neighbouring rental property located at 170 Webb Street. Although new housing is needed in the town, increasing it in one area to hinder another does not seem practical.
2. This area of town already has, in my opinion, severe grading issues. Many of which surrounding residents have had to make provisions for in the past. Future construction of a building or increasing the current building size would create water issues for myself and surrounding properties.
3. Storm sewers are another concern as well in the area. Currently there is already safety issues at the corner with water getting on the road on its way to the corner storm sewer and freezing at the stop sign. Water runoff from any larger building would have no option but to be drained onto the street as you cannot drain onto a neighbouring property. If this was to happen it would create increased safety issues.
4. With the size of the property and its infill status, anything larger than what is on the property would not fit in aesthetically with the current surrounding homes.

As council reviews the application I would like them to consider placing restrictions on the zoning if granted. My proposed restrictions would be as follows:

1. That a restriction be placed that the property would only be permitted for a single detached residential dwelling or duplex dwelling.
2. That a restriction be placed if the current double wide lot was ever to be severed that the severed lot only have R1B zoning available to it.
3. A restriction stating if any future new building was to be commenced on either the current lot or any future severed lot, that along with a grading plan for the lot, a master grading plan of the entire block be prepared to ensure that grading is favourable for the entire block.

I appreciate the opportunity to share my opinion and concerns on this proposed zoning change.

Best Regards

Allan Williamson
Proud resident, residential developer, and investor in the Town of Minto!



THE COUNCIL OF THE TOWN OF MINTO
PUBLIC MEETING AGENDA
ZBA-2017-02
Applicant: Jeremy Metzger
TUESDAY March 7th 2017,
5:00 pm in the Council Chambers

A Public Meeting to consider an amendment to the Town of Minto Zoning By-law No. 01-86 for property located on Concession D Part Lot 1 RP 60R2916 Part 2 and Concession D Part Lot 88 RP 60R2916 Part 3, Former Town of Harriston, Town of Minto, municipally known as 218 and 222 Elora St S.

1. Mayor Bridge to act as the Chair of the Public Meeting
2. Chair Bridge to call the meeting to order and request any member of the public present to please sign the attendance record. Chair Bridge to state the following:

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Minto before the By-law is passed, the person or public body is not entitled to appeal the decision of the Town of Minto to the Ontario Municipal Board and the person or public body may not be added as a party to the hearing of the appeal before the Board unless, in the opinion of the Board, there are reasonable grounds to do so.

3. C.A.O. Clerk White to state the municipal address and legal description of the property, the purpose and effect of the application and date notices we sent.

The property subject to the proposed amendment is located on Concession D Part Lot 1 RP 60R2916 Part 2 and Concession D Part Lot 88 RP 60R2916 Part 3, Former Town of Harriston, Town of Minto, municipally known as 218 and 222 Elora St S.

The Purpose and Effect of the proposed amendment is to rezone the subject lands from Single Family Residential (R1B) to Medium Density Residential (R2) to allow for the possibility of higher density residential development. Other zoning relief may be considered for the proposal where appropriate.

The Notices were mailed to the property owners within 400 feet or 120 meters of the subject property as well as the applicable agencies and posted on the subject property on February 13th, 2017 The following comments were received:

- a) Town of Minto staff
 - Building Assistant's report attached
- b) Linda Redmond, Senior Planner, County of Wellington, report attached

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To Consider an Amendment
to the Town of Minto Zoning By-law No. 01-86 for property
located at 218 & 222 Elora St S, Former Town of Harriston, Town of Minto
Page 2

4. Chair Bridge to call on the applicant or his agent to provide comments regarding the proposed Amendment to the Comprehensive Zoning By-law No. 01-86.
5. Chair Bridge to call on anyone who wishes to comment in favour of the proposed Amendment.
6. Chair Bridge to call on anyone who wishes to comment in opposition of the proposed Amendment.
7. The applicant or his agent is given an opportunity for rebuttal.
8. Chair Bridge to give members of Council an opportunity to ask questions.
9. Chair Bridge to state IF YOU WISH TO BE NOTIFIED of the decision of the Council of the Town of Minto in respect to the proposed Zoning By-law Amendment application, you must make a written request to the Clerk of the Town of Minto at 5941 Highway 89, Harriston, NOG 1Z0 or by email at Bwhite@town.minto.on.ca.
10. If there are no further comments, Chair Bridge will adjourn this Public Meeting.



Town of Minto

DATE: February 22, 2017
 Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: ZBA 2017-02 Jeremy Metzger– 218 & 222 Elora St. S, Harriston

STRATEGIC PLAN

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

BACKGROUND

The subject lands contain two vacant parcels fronting on Elora Street. Each parcel is 66' x 132' (0.2 acres) in size and is shown on aerial photo below. The property is currently zoned R1B/FF2 – Low Density Residential/Flood Fringe Overlay Zone 2 as per the Town of Minto Zoning By-law 01-86 as amended. The rear half of each property is governed by Maitland Valley Conservation Authority.



The intent of this application is to rezone the subject lands allow for increased density. The current R1B zoning permits one single detached residential dwelling. The R2-Medium Density Residential allows for Single Detached, Semi-Detached, Duplex, Triplex, Fourplex, or Street Townhouses. Section 12 regulates Lot Area, Frontage, Front Rear and Side yard setbacks, Lot Coverage and Floor Area based on the type of dwelling unit(s) constructed. The applicant intends to comply with the regulations at the time of construction.

COMMENTS

Clerks

The application is consistent with the growth projections and the need for increased density in the Urban centers. Site plan approval may be required prior to the issuance of a building permit dependent on the density of the proposed building. Semi/Duplexes do not require Site Plan Approval.

Public Works

Both parcels of land are serviced with a 1" waterline. There is one 4" sewer service to the center lot line.

Building

A permit from Maitland Valley Conservation Authority and an engineered drainage plan will be required prior to the issuance of a building permit. It should be noted that this single sewer service would not allow for construction of a single family dwelling on each parcel.

RECOMMENDATION

THAT Council receives the Building Assistants report on the proposed rezoning for Jeremy Metzger, 218 & 222, Elora St S, Former Town of Harriston, Town of Minto for information and defers the application to allow for the servicing details and approval to be fine-tuned.

ATTACHMENTS

Planners Comments, Linda Redmond, Senior Planner, County of Wellington

Stacey Pennington,
Building Inspector



PLANNING REPORT for the TOWN OF MINTO

Prepared by the County of Wellington Planning and Development Department

DATE: February 27, 2017
TO: Bill White, C.A.O.
Town of Minto
FROM: Linda Redmond, Senior Planner
County of Wellington
SUBJECT: **Metzger**
218 & 222 Elora Street
Zoning By-law Amendment

PLANNING OPINION

This amendment would rezone the subject lands from Single Family Residential (R1B) to Residential (R2) to allow medium density residential uses. At this time the applicant has not identified a proposal or dwelling type for the lots and has indicated that the rezoning is requested in order to pre zone the lands for future uses. The subject property is currently vacant. There is an Official Plan “overlay” designation, REGIONAL FLOODLINE on the property. The current zoning on the property reflects this overlay as the property is also zoned – FLOOD FRINGE TWO zone. Development in this zone is subject to flood proofing regulations. The proposal is consistent with the Provincial Policy Statement and conforms to the Official Plan policies which encourage a variety of housing types to satisfy the present and future social, health and well-being requirements of residents of the regional market area. Council should be satisfied that the pre zoning of these lands will not presuppose any future development and associated servicing requirements.

INTRODUCTION

The land subject to the proposed zoning by-law amendment is legally described as Part Lots 1 & 88, Concession D, 60R-2916 Parts 2 & 3 with a municipal address of 218 & 222 Elora Street, Harriston. Each property is vacant and has an area of 809 sq.m (8712 sq.ft.) (figure 1).

PROPOSAL

The purpose of the proposed amendment is to rezone the subject lands to permit a range of residential types from small to medium density. The property is currently zoned residential (R1B) which only permits single family dwellings. The proposal is to zone the lands residential (R2) which would permit higher density residential development.



Figure 1

PROVINCIAL POLICY STATEMENT (PPS)

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

COUNTY OFFICIAL PLAN

The property is located within the Harriston Urban Centre and is designated Residential. The policies of Section 8.3.2 of the Official Plan set out a number of objectives for residential development including, *e) to ensure that an adequate infrastructure will be available to all residential area’s and g) to encourage intensification, development proposals provided they maintain the stability and character of existing neighbourhoods.*

The policies of Section 8.3.11 of the Official Plan encourage development of “*vacant or under-utilized properties for residential uses which are compatible with surrounding uses in terms of dwelling type, building form, site coverage and setbacks*”.

DRAFT ZONING BY-LAW

The subject lands are zoned residential (R1B) with a flood fringe overlay zone 2 (FF2). The FF2 zoning is located at the back half of the lots. This zoning category only permits single family dwellings. The applicant would like to rezone the lands to residential (R2) to allow a variety of medium density uses. The R2 zoning permits the following residential uses:

- Single detached residential dwelling
- Semi-detached residential dwelling
- Duplex dwelling
- Triplex residential dwelling
- Fourplex residential dwelling
- Three or Four Unit Street Townhouse

The property is located within the flood fringe area of the Maitland River. Within this area of the floodplain, land may be developed subject to specific building requirements including proper flood proofing as outlined in the Town of Minto Zoning By-law. This zoning overlay will remain on the lands.

The permitted dwelling type is based on the lot frontage and area. In this instance each lot has a frontage of 20m (66ft.) and an area of 809 sq.m. (8712 sq.ft.). Based on this the properties have the potential to accommodate one of any of the permitted dwelling types. A draft by-law is attached for Councils consideration.

Respectfully submitted
County of Wellington Planning and Development Department



Linda Redmond
Senior Planner



TOWN OF MINTO

DATE: February 23, 2017
REPORT TO: Mayor and Council
FROM: Bill White, CAO/Clerk
SUBJECT: 2017 Insurance Program Renewal

STRATEGIC PLAN:

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

BACKGROUND:

In 2014 Council switched insurance coverage to Jardine Lloyd Thompson Canada Inc. (JLT) and Local Broker Wylie Insurance. A representative of JLT and Stephen Wylie for Wylie Insurance will appear at Council March 7. The following summarizes premiums since 2011:

| Previous Carrier | | | JLT | | | |
|------------------|-----------|------------|-----------|-----------|-----------|-----------|
| 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
| \$241,292 | \$238,174 | \$249,925 | \$228,746 | \$230,640 | \$232,518 | \$240,639 |
| | | Competitor | \$255,712 | | | |

The following summarizes coverage provided in the renewal:

| | 2017 |
|---|---|
| Liability Limits | \$25 million |
| Punitive Damages | Included with limits |
| Abuse Coverage | \$250,000/claim to max of \$500,000 start March 2014 |
| Environmental | \$2.5 million per claim to max \$5 million (\$10,000 deduct.) |
| Property Flood & Earthquake | Incl. (\$50,000 & 5% deduct.) |
| Future pricing restriction liability | 3 years with less than 40% claims ratio |
| Future pricing restriction property | 2 years with less than 40% claims ratio |
| Pollution of Town Property | \$100,000 |
| Vehicles | Replacement value with driver abstract review |

The 2017 premium is \$240,639 which is up \$8,121 mainly to cover an increase in blanket property limit from \$77,817,773 to \$80,798,284. Additional coverage is now included for three railway bridges being added to the property inventory valued at \$150,000 each.

Program options identified are similar to last year and include:

- Increase Environmental Impairment Limit (EIL) from \$2.5 to \$5 million (add \$1,143)
- Increase umbrella liability from \$25 million to \$50 million (add \$2,245)
- Add Employment Practices Liability limit \$250,000 add \$5,000 premium.
- Additional limits and coverage for automobiles and emergency vehicles (add \$3,600)
- Out of Province emergency medical for Councillors up to 30 days add \$910
- Critical Illness for Councillors \$10,000 limit add \$1,195

These options were considered in 2014, 2015 and 2016 and were not pursued. These added coverages can be requested at any time if directed by Council. Staff will provide an update on claims being litigated in an upcoming closed session, but at this time there are three slip/fall incidents and one minor traffic incident (from previous years), and one bridge fire. Claims through the Town's previous carrier are resolved.

COMMENTS:

Since 2014 the Town's insurance premiums have only increased 5% or less than 1.7% per year. This includes increases in property value of over \$5 million as well as minor "cross the board" increase in property coverage JLT has passed on to all clients. In 2016 JLT extended the liability premium freeze for another three years which ensures this part of the premium remains the same through 2020. The Town's approach to risk management resulted in competitive pricing during the 2014 has led to very stable premiums. There are some jurisdictions that routinely have double digit premium increases each year.

The Town experienced one of its larger losses due to fire on the former rail bridge on the White's Junction trail. JLT and the firm representing them on this claim were very good about the bridge replacement scheduled for this spring. As was stated in several reports each year premiums can be affected by one or two major accidents beyond staff control. This means action on joint and several liability by the Province is still important to Minto. Staff is satisfied with the service and supports the 2016 renewal.

FINANCIAL CONSIDERATION:

Town premiums now approach amounts paid to the previous carrier five years ago with more coverage and higher property values. Even if the previous carrier had provided the same moderate increases of 1.7% annually, the Town avoided at least \$110,000 in added premium costs as a result of the 2014 bid process. The 2017 budget has deductible amounts in key departments. These funds are used to cover minor settlements and adjuster services unless they are required to pay on major claims over that amount.

RECOMMENDATION:

That Council receives the report dated February 23, 2017 from the C.A.O. Clerk regarding the 2017 Municipal Insurance Program and approves the renewal.

Bill White, C.A.O. Clerk

The Corporation of the Municipality of Brockton

Number: 17-04 - 53

Session: February 13, 2017

Moved By: Christine Peabody

Seconded By: [Signature]

12.3 Request That Westario Review and Amend Disconnect Policy

Whereas the rising price of hydro rates in Ontario is making it difficult for individuals to afford to pay their utility bill and other monthly expenses.

Whereas hydro is an essential utility during the coldest months of the year.

Whereas the Municipality of Brockton is a shareholder of Westario Power Inc.

Now Therefore Be It Resolved that The Council of the Municipality of Brockton requests that Westario Power Inc. review and amend their disconnect policy to not allow disconnects to occur to any customers from December 1 to March 31.

And Further Be It Resolved that the Municipality of Brockton representative on the Westario Power Inc. Board present this motion at the next Westario Board Meeting.

And Further that this resolution be forwarded to all shareholders of Westario Power Inc. for their support and to Lisa Thompson, MPP for Huron-Bruce.

| Member of Council | Yea | Nay |
|-------------------|----------|-----|
| Adams, Steve | ✓ | |
| Bell, Bill | ✓ | |
| Gieruszek, Dan | ✓ | |
| Inglis, David | | |
| Leifso, Dean | ✓ | |
| Oberle, Chris | ✓ | |
| Peabody, Chris | ✓ | |
| Totals | 6 | |

Carried

Defeated

23

[Signature]

The President,
 Frank Lambier Legion, Branch 409,
 260 Daley Street,
 Palmerston, Ontario.
 NOG-2PO

Dear President,

Re- George Stewart Dobberthien, Regimental # 928626, 18th Battalion,
 Western Ontario Regiment, Canadian Expeditionary Force. killed in Action at
 the Battle of Amiens, France on August 8, 1918.

I am writing this letter on behalf of Bernice Sockett and the Dobberthien family. During a recent research project in which I was involved, I discovered that Private George S. Dobberthien, who attested in Elora , Ontario on February 22, 1916, is not represented by name on any cenotaph.

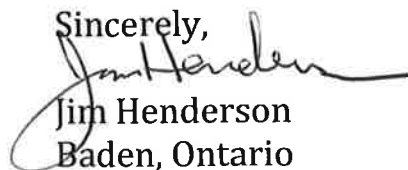
Private Dobberthien resided at RR # 1, Elora , Ontario with his family at the time of his attestation. Unfortunately, he is not listed on the Elora cenotaph, possibly, as a result of his parents moving to Minto Township after the war. The parents of Private Dobberthien are buried in the Palmerston cemetery with an inscription on the reverse side of the headstone honouring their son by name and date of death.

This letter is a solemn request by the family for consideration of the addition of the name of Private George Stewart Dobberthien to the Palmerston cenotaph in recognition of the service he has given to this country.


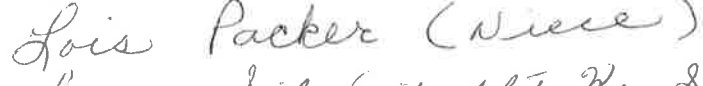

I have verified the information included in this letter through military records and the Dobberthien family. The family would like to have the name of Private Dobberthien recognized by the Frank Lambier Legion where several members of the family hold membership.

Thank you for consideration of this request.

Sincerely,


 Jim Henderson
 Baden, Ontario
 November 16, 2016

Signatures of Members of the Family

 Bernice Sockett (Niece)
 Lois Packer (Niece)
 Lucille Seiler (wife of late Ken Seiler
 nephew)



Randy Pettapiece, MPP
Perth-Wellington

Perth-Wellington Constituency Office
Stratford, Ontario

February 14, 2017

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

Dear Bill,

Enclosed is a copy of my letter to the Minister of Education in response to the Town's resolution on the government's Accommodation Review Process.

Also enclosed for council's information are recent letters from my colleagues, Bruce-Grey-Owen Sound MPP Bill Walker and Huron-Bruce MPP Lisa Thompson. I strongly support their efforts.

Please let me know if there is anything further I can do, and please continue to keep me informed.

Sincerely,

Randy Pettapiece, MPP
Perth-Wellington

Enclosures



Randy Pettapiece, MPP
Perth-Wellington

Perth-Wellington Constituency Office
Stratford, Ontario

February 14, 2017

Hon. Mitzie Hunter, MPP
Ministry of Education
22nd Floor, Mowat Block
900 Bay Street
Toronto ON M7A 1L2

Dear Minister:

Re: Accommodation Review Process (Town of Minto resolution)

Enclosed is a copy of a resolution you should have received from the Town of Minto. It concerns your government's Accommodation Review Process and the impact on rural schools and communities. The Town's resolution is clear and self-explanatory.

Like many municipalities, the Town of Minto is calling on you to initiate an immediate stay of execution on your process until such time as a review of the impacts on small rural communities can be studied, completed and the results and recommendations be considered. I strongly support this very reasonable request.

As you know, my colleague, Bill Walker, has asked you to heed parents' call for a moratorium on school closures until you have reviewed and fixed your arbitrary school accommodation review guidelines. Your failure to respond adequately to our concerns—and to those expressed by parents and municipalities across Ontario—sends an unfortunate signal about your government's commitment to education in rural and small-town Ontario.

We look forward to your response.

Sincerely,

Randy Pettapiece, MPP
Perth-Wellington

Enclosure

c: Hon. Kathleen Wynne, Premier
Bill Walker, MPP
Bill White, CAO/Clerk, Town of Minto



AP
The Corporation of the Town of Minto
5941 Highway 89, Harriston, ON N0G 1Z0
T 519-338-2511 F 519-338-2005
annilene@town.minto.on.ca

The Honourable Mitzie Hunter
Minister of Education
mhunter.mpp.co@liberal.ola.org

February 8, 2017

Re: Request to Minister of Education to Initiate Immediate Stay of Execution on the Accommodation Review Process

Please be advised that, at the regular meeting of Council for The Corporation of the Town of Minto held February 6, 2017, the following motion was passed:

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.

Yours Truly,

Annilene McRobb, CMO
Deputy Clerk

cc- The Honourable Kathleen Wynne, Premier of Ontario
Randy Pettapiece, MPP Perth-Wellington
Bruce Schieck, Upper Grand District School Board Trustee



BILL WALKER

MPP, BRUCE-GREY-OWEN SOUND

Room 410, Queen's Park
Main Legislative Building
Toronto, ON M7A 1A8

bill.walker@pc.ola.org
www.billwalkermpp.com
P: 416-325-6242 F: 416-325-6248

Hon. Mitzie Hunter
Minister of Education
22nd Floor, Mowat Block
900 Bay Street
Toronto, ON M7A 1L2

Dear Minister Hunter:

I would like to take this opportunity to congratulate you on being appointed Minister of Education, and to also voice my concern over the ongoing funding cuts and school closures that are negatively impacting students and families in rural and Northern Ontario.

Firstly, I bring to your attention the fact that multiple Municipal Councils have passed resolutions in support of changing the province's school funding formula. This resolution – passed by Meaford, Hanover, Northern Bruce Peninsula, Blue Mountains and others – comes in response to growing concerns from parents, students and community members with regard to the ongoing cuts to educational staff and school closures across rural and Northern communities.

In my riding of Bruce-Grey-Owen Sound, as many as 70 Educational Assistant positions have been eliminated within the Bluewater District School Board. You may recall that I repeatedly brought this issue to your Government's attention in Question Period during the last sitting session. There was also the sudden and unexpected announcement of the decision to close the Owen Sound Collegiate and Vocational Institute in Owen Sound, which was one of the oldest and respected schools in Canada and a source of pride for our community for 150 years.

As you will be aware, the local Board's decision to eliminate the EA positions is a result of the Education Ministry's \$2-million cut to Special Education funding in my riding. Subsequently, students who are blind, autistic, diabetic or suffer from a learning disability will not receive the level of classroom support they need and deserve. To illustrate their predicament, I am sharing their personal stories with you by way of the enclosed letters. I respectfully ask you to review and familiarize yourself with the hardship these children and their families face as a result of the reduction of in-school accommodation services.

Adding to their anxiety are the closures and looming closures of as many as 18 elementary and secondary schools in my riding, affecting some 5,000 student spaces, which is over one-third of the total number of schools within the Bluewater District School Board.



Bill Walker, MPP
Bruce-Grey-Owen Sound

In my opinion, and as I've conveyed to your predecessor through my past correspondence to her office, school closures and funding cuts are a quick fix for a system stymied by an antiquated school funding formula. I am hard-pressed to remind you that your party has pledged in every election that it would fix the school funding formula, recognizing that the formula was responsible for creating a plethora of problems in our education system.

As I've always said, for too long students in rural and Northern Ontario have been cheated out of the resources they need to succeed because of your government's continued inaction in reviewing and fixing the funding formula. This procrastination is especially frustrating to parents who today are bearing the brunt of these cuts.

As the minister responsible, you have the power to put a stop to special education cuts, to keep educational assistants in our schools where they belong, and to ensure that all students receive the critical support and programs they need to achieve success in the classroom. Or, in your own words, *"to ensure equity and better serve our students who are Deaf, blind or have severe learning disabilities by providing them with robust services and effective programs in their home communities."*

As such, I respectfully urge you - as I urged your predecessors - to stop cutting special education, to stick to the higher principles, which are sustaining community schools, fostering a caring and safe learning environment to support the success and well-being of all students, especially the needs of vulnerable children such as special-education students, and allocating funds to best support student needs through a funding formula that works for all students.

I will continue to voice the concerns of my constituents on this issue, and I thank you in advance for your attention and efforts in reviewing them.

Sincerely,

Bill Walker, MPP
Bruce-Grey-Owen Sound
Encl.

CC: Chair of Bluewater District School Board
BWDSB Trustees
Chair of Bruce Grey Catholic District School Board
BGCD SB Trustees
Concerned local parents





Lisa Thompson, MPP
Huron-Bruce

Bill Walker, MPP
Bruce-Grey-Owen Sound

MP
Queen's Park Office:
Legislative Building
Toronto, Ontario M7A 1A8

Hon. Mitzie Hunter
Minister of Education
22nd Floor, Mowat Block
900 Bay Street
Toronto, Ontario M7A 1L2

October 17, 2016

Dear Minister Hunter:

As you are aware, many people across our communities in Bruce, Grey and Huron are very concerned about the direction your Government is taking. From energy to education, the policies are making our constituents' lives harder every day.

As of today, your education policies are driving the potential closure of as many as 600 elementary and secondary schools across Ontarioⁱ. Using your funding formula and shortened accommodation review rules, school boards across Ontario may be forced to shutter every 1 in 8 schools, displacing thousands of students.

Here in our ridings, they have just ordered a capital cut of \$2.5 million, resulting potentially in as many as 18 school closuresⁱⁱ across our local Bluewater District School Board, including Paisley Central School and Beavercrest Community School in Markdale.

We believe your school closure rules are punitive and short-sighted, as they are destabilizing our communities, pitting neighbour against neighbour and even making employers nervous.

Employers looking to expand business and add jobs in our region, such as Chapman's Ice Cream in Markdaleⁱⁱⁱ and Bruce Power In Tiverton^{iv}, deserve to have assurance that key amenities such as schools stay open. The Four County Labour Market Planning Board for Bruce, Grey, Huron and Perth says access to a school helps with finding and retaining good workers in the community^v, and is especially critical in our region as we're facing a shrinking labour market.

Sadly, while we know that school closures lose the community's draw for families to come back, your leadership clearly doesn't share this concern. In fact, it doesn't want to take any responsibility for what's going on.



Lisa Thompson, MPP
Huron-Bruce

Bill Walker, MPP
Bruce-Grey-Owen Sound

Queen's Park Office:
Legislative Building
Toronto, Ontario M7A 1A8

Since being appointed Education Minister, you have tried to shift the blame for the decisions about which schools to close on the local trustees, but everyone knows that your government's arbitrary funding formula, your shortened accommodation reviews and your 13-year-long financial mismanagement and high debt are the real reasons behind these mass closures.

We respectfully suggest that you have set the closure rules. You have set the bottom lines. And you, Minister, have to take responsibility for the outcome.

Instead of continuing to create the disruption in the lives of thousands of students, parents, families and communities, we want you to show courage and fix this mess, which is exactly what your party promised to do when it was shopping for votes during two provincial elections.

We call on you, Minister, and on the Premier to tell the Ontario public when you are going to amend the formula so that it incorporates this reality, so that it talks about the real needs of families and employers in our community.

We trust you can do that, and look forward to hearing when you will take that action and do what is in the best interests of our students.

Sincerely,

Bill Walker, MPP
Bruce-Grey-Owen Sound

Lisa Thomson, MPP
Huron-Bruce

ⁱ <http://www.theglobeandmail.com/news/national/education/ontario-moves-to-speed-up-process-for-closing-schools/article23801434/>

ⁱⁱ <http://www.owensoundsuntimes.com/2014/05/08/report-warns-of-18-bluewater-school-closings-in-grey-bruce>

ⁱⁱⁱ <http://923thedock.com/chapmans-weighs-school-closure-talk/>

^{iv} <http://www.theglobeandmail.com/report-on-business/industry-news/energy-and-resources/bruce-nuclear-plans-13-billion-refurbishment-of-kincardine-ont-reactors/article27577426/>

^v <http://www.planningboard.ca/reports/migration-characteristics-and-trends/>



BILL WALKER

MPP, BRUCE-GREY-OWEN SOUND

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Hon. Mitzie Hunter
Minister of Education
22nd Floor, Mowat Block
900 Bay Street
Toronto, Ontario M7A 1L2

November 30, 2016

Dear Minister Hunter:

RE: School Closure Moratorium

Notwithstanding the government's contention that they're investing millions of dollars in infrastructure, it appears to me that one of the areas of investment that has been lost on this government is the investment in our rural and Northern schools and communities. The true state of education in this province today is that as many as 600 schools in these communities are under the threat of closure and yet no one in the current government is standing up for the thousands of students who will be displaced and whose communities will be economically and socially disparaged by this loss.

If the success of our children at school hinges on the health and well-being of the communities in which they live, then what do the mass school closures mean for the future of these rural and Northern Ontario communities?

No one knows, and perhaps no one in the Ministry cares because the Accommodation Review Guidelines, which are responsible for these mass closures, don't recognize nor quantify the risk factors of turning hundreds of these communities into ghost towns. The removal of the Community Impact requirement is indicative of your government's lack of concern of the impact of your directive. It is wrong and perilous move, and it's why we are standing with the concerned citizens to call on you to bring in a moratorium on closures until you have fixed the guidelines.

Your response "*Solutions will not be found at Queen's Park*" only perpetuates these broad challenges. Ontarians feel you do not wish to engage with them in the broader dialogue about

the negative impact of shuttering schools across hundreds of communities in rural and Northern Ontario. Moreover, your response is also in direct opposition to the Premier's stated promise *"to apply open government principles to problem solving."* How is it that you want the government to hide from the opportunity to work on solutions when this goes directly against the principle of supporting civic participation and greater collaboration between your government and citizens of Ontario?

Back when you were elected, you had championed civic engagement, and you promised to be the one who would listen to the concerns of communities. Minister, I believe you still want to do the right thing – and so in this spirit that I respectfully remind you of our communities' concerns that I have been voicing to the government for over two years.

Within the Bluewater District School Board, local students and their families are facing the potential closure of as many as one third of the schools, a trend that, again, is alive and well throughout rural and Northern Ontario because of the arbitrary accommodation review guidelines.

As you have heard us argue consistently in the House and out in the communities, our schools are really a community centre and a catalyst for learning beyond just the walls of a facility. They have the potential to become excellent community hubs, an idea championed by you and your government in an effort to improve community access to school space, and to ultimately bring Ontario to the top, not bottom rank on education outcomes for children, from child care to grade school.

People in my communities of Bruce and Grey have asked me to appeal to you once again to not abandon our communities, but to work on finding solutions that would allow them to evolve as community hubs - or, in the words of the Premier, to *"remove barriers, and provide the tools and information they need to innovate and meet evolving community needs."*

I believe you want to support this statement – in fact, you spoke words to this effect in the House just earlier this week: "What is important is to ensure that parents' voices are heard." I agree this is important. So, no more excuses, Minister. The concerned communities are calling on you to show leadership and heed their call for a moratorium on school closures until you have reviewed and fixed the arbitrary school accommodation review guidelines.

As the Minister responsible for our children's education, I hope you will find it in your heart to keep your stated promise to them and avoid making a mistake that the children you are given the privilege to represent will feel for perhaps the rest of their lives, if schools are closed

hastily. They are counting on you to make this right by ensuring the appropriate review guidelines are put in place and that they will allow consideration of sustaining them as community hubs that would serve the comprehensive needs of our community.

Thank you for your consideration of this important request and your sincere commitment to keeping your stated promise to the people of Ontario.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Walker". The signature is fluid and cursive, with the first name "Bill" being more prominent.

Bill Walker, MPP
Bruce-Grey-Owen Sound

CC: Karen Pitre, Premier's Special Advisor on Community Hubs
Bruce County Council
Grey County Council
Bluewater School Board & Trustees



Westario Power Inc.

24 Eastridge Rd., R.R. # 2
Walkerton, ON N0G 2V0
Phone – 519-507-6937
Toll Free: 1-866-978-2746
Fax 519-507-6887
www.westario.com

Tuesday, February-28-17

RE: Special Shareholder Resolution

Dear Shareholder;

At the June 2016 Annual General Meeting, Westario Powers' current slate of Directors was approved by Resolution which carries us forward until June 2017 unless amended by Special Shareholder Resolution.

As there has been a new Appointee (David Smith- Saugeen Shores) to Westario Powers' Board effective April 13th, 2017, Westario Power attaches the following for your consideration and approval.

We respectfully request that the form be returned to our office by Friday, March 31st, in an effort to facilitate Orientation of the new Director representing Saugeen Shores as well as provide packages for future Board of Directors Meeting(s) and upcoming AGM.

Should you have any questions, please do not hesitate to contact me directly at 519-507-6666 ext. 213 or Lisa at 519-507-6666 ext. 216.

Sincerely,

Tracey Vanness
Corporate Secretary



WESTARIO POWER INC.

**SPECIAL RESOLUTION OF THE SHAREHOLDERS
CONFIRMATION OF DIRECTORS**

BE IT RESOLVED THAT:

1. The following persons are hereby confirmed as Directors of the Corporation effective April 13th, 2017:

David Smith
William Goetz
Peter Hambly
George Bridge
David Inglis
Mitch Twolan
Glen King
Randy Hughes
Bart Cameron

**THE FOREGOING SPECIAL RESOLUTION is hereby APPROVED BY THE
SHAREHOLDERS.**

DATED as of the _____ day of March 2017.

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) **The Corporation of the Town of Saugeen Shores**

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By: _____ c/s

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Name:

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Title:

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By: _____

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Name:

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Title:

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) **The Corporation of the Township of North Huron**

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By: _____ c/s

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Name:

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Title:

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By: _____

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Name:

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Title:

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) **The Corporation of the Town of Brockton**

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By: _____ c/s

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Name:

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Title:

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By: _____

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Name:

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Title:

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) **The Corporation of the Town of Hanover**

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By: _____ c/s

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Name:

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Title:

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By: _____

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Name:

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Title:

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) **Fortis Ontario Inc.**

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By: _____ c/s

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Name:

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Title:

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By: _____

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Name:

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Title:

Minto Circus

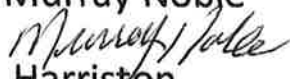
Dear Editor

Budget time in Minto again and I see another new pickup for Public Works, so soon each guy on Public Works will have his own pickup...and a third backhoe - Why? They tender out all the work now to some company from London. You gotta wonder how a company from London can work in Minto cheaper than the local contractors.

When it comes to snow removal you have wonder who the V.I.P. is that lives in Clifford on the east side of Clarke Street between Allen St. and John St. because the snow is always gone right back to the grass line. Yet on the other side of town the seniors at Jamesway Manor have to walk three blocks on the road to get their mail.

Minto must be getting cheap winter salt somewhere when you see how it is layered on all sidewalks in the towns. I can't imagine all that salt is good for the environment but I guess it's easier to just melt the snow than remove it.

A disgruntled Minto resident.

Murray Noble

Harriston

February 21, 2017

FOR AGENDA AS CORRESPONDENCE



March 1, 2017

DELIVERED VIA E-MAIL

Scott Wilson
Chief Administrative Officer
County of Wellington
74 Woolwich Street
Guelph, ON N1H 3T9

Sonya Pritchard
Chief Administrative Officer
County of Dufferin
55 Zina Street
Orangeville, ON L9W 1E5

Derrick Thomson
Chief Administrative Officer
Guelph City Hall/City of Guelph
1 Carden Street
Guelph, ON N1H 3A1

Dear Mr. Wilson, Ms. Pritchard + Mr. Thomson:

Re: Regulation & Restriction of Local Hookah Establishments

Wellington-Dufferin-Guelph Public Health (WDGPH) is reaching out to your municipality to regulate and restrict hookah establishments from setting up in your area. Now is the time to take action out of concern for the health and safety of your constituents. Twenty municipalities in Ontario have already done so including; Ottawa, Toronto and Peterborough.

A hookah or a waterpipe is used to smoke flavoured tobacco as well as non-tobacco herbal shisha. A recent review on the toxicity, physical properties and disease risks of hookah waterpipe smoke, found that smoking “herbal” shisha likely presents the same disease risks as tobacco shisha.

.../2

- All tobacco and herbal waterpipe smoke contains toxicants, including carbon monoxide, ‘tar’, polycyclic hydrocarbons, and volatile aldehydes;
- Toxicants measured in herbal smoke equal or exceed those found in tobacco waterpipe smoke;
- Waterpipe smokers inhale and absorb the same toxicants that are known to cause cancer, heart and lung disease, and dependence in cigarette smokers.

Currently, non-tobacco or herbal shisha hookah smoking is not regulated under the *Smoke-Free Ontario Act (SFOA)*. The *SFOA* specifically prohibits “smoking or holding of lighted tobacco” in any enclosed public place or enclosed workplace. Many hookah proprietors claim that their shisha is “herbal” and is heated, not lit, so the *SFOA* does not apply to them.

I hope that you will consider taking this important step to protect the health of residents before hookah establishments become established in your municipality. WDGPH can provide research and examples of policies from other jurisdictions.

If you should have any questions or for further information, please contact Laura Campbell, Health Promotion Specialist, at 1-800-265-7293 ext. 4208.

Sincerely,



Dr. Nicola Mercer, MD, MBA, MPH, FRCPC
Medical Officer of Health and CEO

Andy Goldie, CAO, Township of Centre Wellington – via e-mail
Derek McCaughan, Interim CAO, Town Erin – via e-mail
Bill White, CAO, Town of Minto – via e-mail
Ian Roger, CAO, Guelph-Eramosa – via e-mail
Brad McRoberts, CAO, Mapleton – via e-mail
Karen Landry – CAO, Township of Puslinch - via e-mail
Michael Givens, CAO, Wellington North – via e-mail
Ed Brennan, CAO, Town of Orangeville – via e-mail
John Tefler, CAO, Town of Sheburne – via e-mail
Mark Early, CAO, Town of Mono – via e-mail
Susan Stone, CAO, Township of Amaranth/East Garafraxa – via e-mail
Jane Wilson, CAO, Township of East Luther/Grand Valley – via e-mail
Terry Horner, CAO, Township of Mulmur – via e-mail
Denise Holmes, CAO, Township of Melancthon – via e-mail



Corporation of the Municipality of Thames Centre

4305 Hamilton Road, Dorchester, Ontario N0L 1G3 ~ Phone 519-268-7334 ~ Fax 519-268-3928 ~ www.thamescentre.on.ca ~ inquiries@thamescentre.on.ca

February 28, 2017

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

Dear Premier Wynne:

At its last regular meeting held on February 22, 2017, the Council of The Corporation of the Municipality of Thames Centre enacted the following resolution:

“WHEREAS, Automated External Defibrillators are used to treat sudden cardiac arrest and have been proven to be life-saving during the waiting time period for emergency services;

AND WHEREAS, for every minute a person in cardiac arrest goes without being successfully treated by defibrillation, the chance of survival decreases by 7 percent in the first, and decreases by 10 percent per minute as time advances past 3 minutes;

AND WHEREAS, Andrew Stoddart, a 15 year old boy, passed away while playing soccer in Kintore, Ontario, an AED on site may have increased his odds of survival. Andrew's Legacy Foundation has currently purchased 22 AEDs for across Oxford County, including all three elementary schools in Zorra Township;

AND WHEREAS, Thames Valley District School Board has yet to put together a policy for having AED's in place in all, or any, of their public elementary and secondary schools;

THEREFORE BE IT RESOLVED THAT the Municipality of Thames Centre requests that the Premier, and Minister of Education, develop a policy that enables all schools and school boards in Ontario, including the Thames Valley District School Board, that allows individual elementary and secondary schools to have an AED installed in their schools;

AND THAT the Municipality of Thames Centre request that the Thames Valley District School Board and all other schools in Ontario develop a policy to install AEDs in all schools as soon as possible for the safety of our children.

AND THAT this resolution be sent to the Premier, Minister of Education, AMO, Thames Valley District School Board; Middlesex County; and all Ontario Municipalities for consideration and support.”

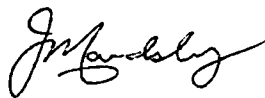
Letter – Premier Wynne
February 28, 2017
Page 2

The Council is very concerned with this issue and respectfully requests that further consideration be given to ensure a policy is developed that enables all schools and school boards in Ontario, including the Thames Valley District School Board, and that allows individual elementary and secondary schools to have an AED installed in their schools.

Thank you.

Sincerely,

The Corporation of the Municipality of Thames Centre

A handwritten signature in black ink, appearing to read 'Jim Maudsley', with a stylized, cursive script.

Jim Maudsley
Mayor

cc: Minister Mitzie Hunter, Education
Association of Municipalities of Ontario (AMO)
Laura Elliott, Director, Thames Valley District School Board
Kathy Bunting, Clerk, Middlesex County
All Ontario Municipalities
Kerby Waud, Principal, River Heights Public School
Catherine Zeisner, Principal, Northdale Central Public School
Suzanne Terpstra, Principal, St. David Catholic School
Cathy Johnston, Principal, West Nissouri Public School
Christine Vitsentzatos, Principal, Lord Dorchester Secondary School

Caution Winter Weather Ahead! In an effort to keep everyone safe through the winter season and avoid those “white knuckle” car rides, our programs will not run if the school buses in North Wellington have been cancelled. Please check your local radio station, call Norwell District High School at 519.343.3107 and push 600 to hear the status of school buses in North Wellington, or if you’re online visit www.stwdsts.ca. This cancellation policy will apply to all Seniors’ Centre for Excellence programs scheduled for that day.

Check Out Your Local Library- We have included some activities that are scheduled at your local libraries this month, from book clubs, computer basic workshops, scrabble clubs and Carnegie Halls, your library is so much more than a place to check out books, of course you are welcome to do that also! Please check with your local library to see what it has on offer that you might enjoy.

Caregiver Support Group Tuesday March 7th from 10:00- 11:30am Via Telemedicine at Mount Forest Family Health Team, Minto Mapleton Family Health Team and the Minto Rural Health Centre. This support group is for family and friends of people living with Alzheimer’s and other dementias. Build a strong connection with people who are going through a similar experience and enhance your understanding of the diseases. If you are interested in attending this support group call 519.836.7672 Ext 2015

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

Living with Loss: Wednesday March 1st 7-9p.m Birmingham Retirement Community, Mount Forest. This free peer-support group is for adults grieving the death of a loved one, meetings will be held on the first Wednesday evening of each month. Come and connect with other people who are grieving, have an opportunity to share your thoughts and feelings and hear new perspectives and coping strategies. Registration is suggested by not required. For more information please call 519.603.0196. This program is offered by Bereaved Families of Ontario.

Art Workshop Wednesday March 15th 2 p.m. Palmerston Library- Donna Hirtle will bring out your artistic flair. “Run Away to the Circus” and learn to draw like Alex Calder. The cost is \$5 please call to register 519.638.1000

Cards and Games Afternoon Thursday March 16th 2 p.m. CRNA building Palmerston, cost is \$2 per person everyone is welcome! This group is for fun and allows for beginners to learn to play the game as well as seasoned card players to enjoy some social time together.

Euchre; Friday March 17th 7:30 p.m. Drayton Legion \$5- everyone is welcome!

Patient and Family Cancer Care Wednesday, March 29th 1:30 p.m. Claire Stewart Medical Centre- while all cancers are different, and every case is unique and distinct, many of the feelings, concerns and fears that people have are very much alike. Whatever you are feeling, this meeting with a cancer support group, will convince you that you are not alone. Please call Carol Armstrong, Cancer Care Coordinator at 519.323.0255 ext. 5014 to register or for additional information.

Friendship Circle; each Tuesday 10:30-11:30 a.m. Mount Forest Pentecostal Church; this coffee group takes place each Tuesday morning in Mount Forest at 259 Fergus Street South. A great venue to learn about other community events and health programs available in Mount Forest and surrounding area. On the 3rd Tuesday is the Golden Hearts Luncheon, with speaker and delicious hot lunch. A good will offering is appreciated for the luncheon but the weekly coffee group is free of charge.

Friendship Circle Wednesday March 29th 10- 11 a.m. Palmerston United Church; the coffee and the conversation flow with this group. This friendly group welcomes anyone who is interested in chatting while enjoying a cup of hot coffee or tea and a delicious cookie or two. There is no registration required or cost to attending.

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

People of all faiths welcome! Presentations are free and begin at 12:30pm; if you would like to stay for lunch the cost is \$10. If you don’t have a ride give us a call, we will do our best to find you a way to the program.

Palmerston United Church Wednesday March 8th “Living with Purpose”; join Helen Murray as she shares her presentation on how we can bring more purpose into everything we do simply by being aware of what we are doing, and why. Living with purpose will bring more joy to all aspects of our lives. Copies of Helen’s book “I Just Want to Be Happy” will be available for purchase at \$24.95.

Drayton Reformed Church Friday March 10th “My Trip to Churchill Manitoba”; Join Kay Ayres as she shares her experiences during her trip to Churchill, Manitoba. The trip Included travelling in a float plane, fighting off mammoth sized bugs, and close encounters with polar bears.

Clifford United Church Friday March 17th O.P.P .- “Navigating Roundabouts Safely”; join Constable Patrick Mullen as he shares tips on navigating roundabouts, have you noticed they are everywhere and are harder and harder to avoid. Gain confidence in navigating roundabouts as well as tips to assist you to remain a safe driver as you age.

Moorefield United Church Friday March 24th “Living with Purpose”; join Helen Murray as she shares her presentation on how we can bring more purpose into everything we do simply by being aware of what we are doing, and why. Living with purpose will bring more joy to all aspects of our lives. Copies of Helen’s book “I Just Want to Be Happy” will be available for \$24.95.

Harriston Legion Wednesday March 29th “Good Grief People”; join local author, Glynis Belec, as she discusses her new book on grief. The book is a collaborative effort by of local authors who share their grief journey through short stories and poems. Copies of Glynis’s books including “Good Grief People” will be available for purchase.

Arthur United Church Thursday March 30“Birch Syrup Production”; join Kathy Beilke as shares her presentation on her farm, Wagram Springs in Moorefield, Kathy will share how Birch syrup is made and will have some of her product to try.

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

Volunteer Corner- Mount Forest Position Available

Dog Walker Needed! Do you live in Mount Forest and wish you had a dog to take with you on your walks? We have just the volunteer position for you. A friendly and very enthusiastic beagle needs you, currently her owners are having some issues with their mobility. Please call the Seniors’ Centre for Excellence at 519.638.1000 or email hedwards@mapleton.ca for more information.

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|---|---|---|--|
| DRC– Drayton Reformed Church PUC– Palmerston United Church CUC –Clifford United Church MFPC– Mt. Forest Pentecostal Church ASH– Arthur Seniors Hall VON -392 Main Street N Mt Forest- SMART exercises each Tues/Thurs |  March 2017 | 1 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises-CUC 9:00 Coffee Hour– Moorefield United 9:30 Walking Group– Arthur Arena 9:30 SMART Exercises-DRC 1:00 Hook & Needles– Arthur Library 7p.m. Bereavement Group– Birming- ham Retirement Community MtForest | 2 9:00 Palmerston Walking-Arena 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 Coffee Morning-Clifford Hall 10:00 Palmerston Light Exercise– CNRA 11:00 Exercises-Harriston Knox 3:15 SMART Exercises-VON Mount Forest 392 Main Street North | 3 9:00 Palmerston Walking– Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises– PUC 9:00 Drayton Walking-PMD Arena 9:30 SMART Exercises-DRC 10:00 SMART Exercises-Palmerston United Church 4:00 Computer Basics– Fergus Library |
| 6 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercise-CUC 9:00 Euchre-Drayton United Church 9:30 SMART Exercises-DRC 10:00 Palmerston Exercise– CNRA with your instructor Fran Dawson 10:00 Line Dancing-Harriston Arena 1:00 Quilting Club– PUC | 7 Good Food Box Payment Date 9:00 SMART Exercise-Palmerston United Church 9:00 Arthur Exercise-ASH 9:30 Walking Group-Arthur Arena 10:00 Caregiver Support Group 10:30 Friendship Circle-MFPC 3:15 SMART exercises-VON Mt. Forest 392 Main Street North | 8 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises-CUC 9:00 Coffee Hour– Moorefield United 9:30 Walking Group– Arthur Arena 9:30 SMART Exercises-DRC 1:00 Games– Mount Forest Complex 12:00 pm Palmerston Dining–Helen Murray– Personal Life Coach | 9 9:00 Palmerston Walking-Arena 9:00 Drayton Walking–PMD Arena 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 Coffee Morning-Clifford 10:00 Palmerston Light Exercise with Fran Dawson– CNRA Building 11:00 Exercises-Harriston Knox | 10 9:00 Palmerston Walking– Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises– PUC 9:00 Drayton Walking-PMD Arena 9:30 SMART Exercises-Drayton Reformed Church 10:00 SMART Exercises-PUC 12:00 pm Drayton Dining– Kay Ayres– Church Hill, Manitoba |
| 13 9:00 Palmerston Walking- Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercise-CUC 9:00 Euchre-DUC 9:30 SMART Exercises-DRC 10:00 Palmerston Light Exercise-CNRA 1:00 Quilting Club-PUC 3:30 Scrabble– Mt. Forest Library | 14 Good Food Box Drop-off Date 9:00 SMART Exercise-PUC 9:00 Drayton Walking-PMD 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 SMART Exercises-PUC 10:30 Friendship Circle-MFPC 11:00 Exercises-Harriston Knox 3:15 SMART exercises-VON Mount Forest | 15 9:00 Harriston Walking-Arena 9:00 Palmerston Walking-Arena 9:00 Coffee Hour– Moorefield United 9:30 SMART Exercises-DRC 1:00 Games– Mount Forest Complex 2:00 Art Workshop With Donna Hirtle Palmerston Library | 16 9:00 Palmerston Walking-Arena 9:00 Drayton Walking–PMD 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 Coffee Morning-Clifford Hall 10:00 Palmerston Light Exercise with Fran Dawson– CNRA Building 11:00 Exercises-Harriston Knox 2:00 Cards & Games at CNRA Building | 17 9:00 Palmerston Walking 9:00 Harriston Walking-Arena 9:00 SMART Exercises-PUC 9:30 SMART Exercises-DRC 9:00 Drayton Walking-PMD 10:00 SMART Exercises– PUC 7:30 Euchre @ Drayton Legion \$5 12:00 Clifford Dining– OPP Presents Roundabout Safety |
| 20 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercise-CUC 9:00 Euchre-Drayton United Church 9:30 SMART Exercises-DRC 10:00 Palmerston Exercise CNRA- With Fran Dawson 1:00 Quilting Club-Palmerston United | 21 9:00 SMART Exercise-PUC 9:00 Drayton Walking–PMD Arena 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 SMART exercises-PUC 10:30 Golden Hearts Luncheon-MFPC 11:00 Exercises-Harriston Knox 3:15 SMART exercises-VON Mount 3:30 I-Pad Basics– Clifford Library | 22 9:00 Harriston Walking-Arena 9:00 Palmerston Walking-Arena 9:00 Coffee Hour– Moorefield United 9:30 SMART Exercises-DRC 1:00 Games– Mount Forest Complex 2:00 Hooks & Needles– Arthur Library 3:30 Carnegie Café– Palmerston Library | 23 9:00 Palmerston Walking-Arena 9:00 Drayton Walking–PMD Arena 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 Coffee Morning-Clifford Hall 10:00 Palmerston Light Exercise with Fran Dawson– CNRA Building 11:00 Exercises– Harriston Knox | 24 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises-PUC 9:00 Drayton Walking-PMD Arena 9:30 SMART Exercises– DRC 10:00 SMART Exercises– Palmerston 12:00 Moorefield Dining –Living Life with Purpose-Helen Murray 2:00 Computer Basics– Harriston Branch |
| 27 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercise-CUC 9:00 Euchre-Drayton United Church 9:30 SMART Exercises-DRC 10:00 Palmerston Light Exercise-CNRA 1:00 Quilting Club– Palmerston United | 28 9:00 SMART Exercise-PUC 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 SMART Exercises-PUC 10:30 Friendship Circle-MFPC 11:00 Exercises-Harriston Knox 3:15 SMART exercises-VON Mount For- est–392 Main Street N | 29 9:00 Harriston Walking-Arena 9:00 Palmerston Walking-Arena 9:00 Coffee Hour– Moorefield United 9:30 SMART Exercises-DRC 10:00 Friendship Circle-PUC 12:00 Harriston Dining– Good Grief People with author Glynis Belec 1:30 Cancer Care Group– Mt Forest | 30 9:00 Palmerston Walking 9:00 Arthur Exercise-ASH 9:30 Walking Group– Arthur Arena 10:00 Palmerston Light Exercise with Fran Dawson– CNRA Building 11:00 Exercises-Harriston Knox 12:00 Arthur Dining– Kathy Beilke Birch Syrup Production | 31 9:00 Palmerston Walking-Arena 9:00 Harriston Walking-Arena 9:00 SMART Exercises–Palmerston United Church 9:30 SMART Exercises– Drayton Reformed Church 10:00 SMART Exercises– Palmerston United Church |

LaunchIt Minto Board
LaunchIt Minto
February 14, 2017

The LaunchIt Minto Board held a meeting on Tuesday February 14, 2017 at LaunchIt Minto. Board Members present for the meeting were Chair Glen Hall, Mayor George Bridge, Councillor Mary-Lou Colwell, Bernice Weber Passchier, Harold DeVries, Calvin Frey, Irmgard Kuersten-Kirkorian, Tony Tsotros and Business & Economic Manager Belinda Wick-Graham.

Regrets were received from Hope Reidt, John Mock, Ryan Koeslag and Business Development Coordinator Somer Gerber.

Chair Glen Hall opened the meeting at 4:02 p.m. and welcomed Tony Tsotros to the LaunchIt Minto Board as a new Chamber representative in addition to John Mock and Glen Hall.

The Board reviewed and approved the previous meeting minutes from December 13, 2016

Moved by: Mayor George Bridge and Seconded by Harold DeVries

THAT the LaunchIt Minto Board accepts the minutes of the December 13, 2016 meeting.

CARRIED

Wick-Graham presented the 2016 financials and 2017 budget to the Board. reserves. Wick-Graham was pleased to report that the LaunchIt Board did not need to touch reserves in 2016 and had a small surplus. She will report back at the next meeting the amount of money LaunchIt currently has in reserves.

Moved by: Councillor Mary Lou Colwell and Seconded by Bernice Weber Passchier

THAT the LaunchIt Minto Board accepts the 2017 budget and 2016 financials

CARRIED

Hall told the Board about the newly formed LaunchIt Sponsorship Committee. This Committee consists of Harold DeVries, Bernice Weber Passchier, Glen Hall and LaunchIt staff, Somer Gerber. The Committee held their first meeting on January 31, 2017. Hall stated that the Committee identified the need for long term, sustainable sponsorships suggesting that we offer a three year/\$1000 sponsorship opportunity that matches sponsors with a new businesses in varied sectors including: Agriculture, Retail, Youth etc. Sponsors would be featured on the Board Room wall, website, press releases and other promotional materials, as well given recognition at and tickets to the Live2Lead 2017 event.

Other potential sponsorship opportunities were discussed such as: Training Sponsorships and Lunch & Learn Sponsorships.

The Board reviewed the new BFP brochure. It was suggested that images of local businesses and previous Business Flight Participants be used instead of stock photos. Wick-Graham explained that only 50 brochures were printed but that the brochures were needed for the Chamber AGM. Gerber would be directed to solicit images of existing or previous LaunchIt clients to use in the brochure.

LaunchIt Minto Board
LaunchIt Minto
February 14, 2017

Pat Raftis of the Wellington Advertiser featured LaunchIt Minto in the January 27th edition. Raftis captured and highlighted all that LaunchIt has to offer for people looking to start or grow a business. The article also showcased the new Business Flight Program. Gerber will continue to keep in close contact with local media to share events, programs and other opportunities available at LaunchIt.

Wick-Graham told the Board about the Elevating Ag Committee meeting that took place on January 24th, 2017. A copy of the minutes is attached as Schedule "A".

The meeting adjourned at 5:00 p.m.

The next LaunchIt Minto meeting will be on Tuesday March 14, 2017 at 4:00pm LaunchIt Minto.

Belinda Wick-Graham
Business & Economic Manager

LaunchIt Minto Board
LaunchIt Minto
February 14, 2017

Schedule "A"

Elevate Ag. Committee
LaunchIt Minto
January 24, 2017

The Elevate Ag Committee held a meeting on Tuesday January 24, 2017 at LaunchIt Minto. Committee Members present for the meeting were Glen Hall, Vince Tkaczuk, Jonathan Zettler, Caitlin Hall, Belinda Wick-Graham, Business & Economic Manager and Somer Gerber, Business Development Coordinator.

Regrets: Councillor Judy Dirksen, Rose Austin & Gerry Horst

The meeting opened at 7:05 p.m.

The Board reviewed the Libro Credit Union Prosperity Fund Grant that LaunchIt received to develop Elevate Ag in the amount of \$10,000.

The Committee reviewed three potential properties owned by the Town of Minto as potential locations to develop and divide into smaller parcels for the purposes of leasing to new farmers enrolled in the Elevate Ag program. After some discussion and several major challenges being addressed such as: lack of access to water, lack of access to equipment and tools that will be needed, cost of infrastructure and storage at proposed locations etc. it was decided that Elevate Ag would focus on the training component of farm startups. The Committee discussed researching local opportunities with existing farmers to develop a plan and agreement that would connect new farmers with existing farmers that are willing to act as a "host" farm, and thereby offering participants' access to land, use of equipment, on site mentorship and practical training. Details, agreements, contracts and costs/fees will be discussed and developed as we move forward.

The Committee tried to determine what the target demographic would be for this program. The importance of prior experience or exposure to farming was highlighted by all committee members that are experienced farmers. It was stressed that if the participant has no knowledge of the time commitment and dedication it takes they are likely to let the crop become over grown, leaving the host farm with a mess which could potentially create problems moving forward. Having a strict application process and being selective about the people approved is key.

It was determined the Elevate Ag program would move forward and develop a training curriculum designed to assist individuals that are new to farming (with some, but little knowledge of the industry) and partner them up with local host farms who are willing to offer practical training, support, coaching and mentorship, as well as address training topics directly related to farming as well as the business of farming.

Suggestions for potential host farms:

- Reroot Organic
- Glen Hall
- Harold Fisher
- Stephan Von Mehlenen
- Steckles
- Krista Fisk & Terry Fisk
- Bev May
- Von Westerholts

Suggestions for potential Mentors:

- Mike Holzworth
- Luke Hartung
- Martin Tamlin
- Brad Martin
- Steckles
- Kim Delaney
- Judy Dirksen
- Glen May

Training Resources:

- AMI
- OMAFRA – Growing Forward 2 (fund)
- C-Team
- UofG
- Farms.com
- EFAO
- Farmers Growing Farmers
- Georgian College
- Fleming College

Next Steps:

- Research existing training
- Determine what training is needed for Farming and the Business of Farming
- Develop a draft agreement for host farms
- Develop Farm Profile Sheets
- Connect with possible Mentors
- Connect with organizations or people that fit our target market to research and develop the program.

Next meeting Tuesday, February 28, 2017 at 7:00 p.m.

Minutes of February 16, 2017
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

Present: Mayor George Bridge, Councillor Ron Elliott, CAO/Clerk Bill White, Economic Development Manager Belinda Wick-Graham, Economic Development Assistant Taylor Pridham, Chair Jonathan Zettler, Kirk Brownell, Treasurer Gordon Duff, Kelly Schafer, Glen Hall, and Hope Reidt. Guest in attendance was Recreation Manager Matt Lubbers. Regrets were received from Councillor Jean Anderson, Harold DeVries, Gerry Horst, and Alison Armstrong.

Chair Zettler opened the meeting at 3:10 p.m.

Matt Lubbers showed the Committee the required AODA training and explained that the Town of Minto does its best to ensure that it is accessible for all individuals. The Committee completed the mandatory quiz as a group and passed. Matt Lubbers thanked the Committee for their time and exited the Council Chambers.

Chair Jonathan Zettler informed the Committee that moving forward he would be adding time allotments, along with indications of who will be speaking on what matters to the agenda to keep the meeting on track.

The Committee reviewed the previous meeting minutes.

MOTION

Moved by: Mayor George Bridge and Seconded by: Councillor Ron Elliott
THAT the Economic Development and Planning Committee approve the minutes of the January 12, 2017 meeting.

CARRIED

Wick-Graham informed the Committee that she received a sponsorship form in the mail for the Workforce Planning Board's 20th anniversary. She highlighted that there were four different options for sponsorship, but suggested choosing the \$500 option to match with Centre Wellington and Wellington North sponsorships.

RECOMMENDATION

Moved by: Councillor Ron Elliott and Seconded by: Hope Reidt
THAT the Economic Development and Planning Committee sponsor \$500 to the Waterloo Wellington Dufferin Workforce Planning Board.

CARRIED

Wick-Graham updated the Committee about the Live and Work Portal, explaining that the portal stemmed from a 2014 discussion regarding workforce recruitment, along with jobs and housing. She shared that in 2013 she worked with OSIM Interactive to create a website after the County notified them that it wasn't a high priority. Wick-Graham explained that Erin, Centre Wellington and Wellington North all created similar portals and they all joined forces to create liveandworkwellington.com. She then explained that the County has created its own portal and requested that the Townships give them the liveandworkwellington.com domain. The Townships agreed. The County is now moving to trademark Live and Work Wellington. Wick-Graham

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Town of Minto Administration Office 3:00 p.m.

introduced the County of Wellington Committee Report attached as Schedule “A”, along with an email from the County Lawyer attached as Schedule “B” outlining the impact this would have on the lower tiers. The Committee reviewed the documents and Wick-Graham noted that the County would like to move along and know what the suggestions would be to discuss at their next meeting.

RECOMMENDATION

Moved by: Councillor Mary Lou Colwell and Seconded by: Glen Hall

THAT the Economic Development and Planning Committee recommend that the fifth key term should include the opportunity for either party to terminate the agreement if either the municipality or county fails to abide by the quality standards or approval rights.

CARRIED

Gordon Duff informed the Committee of a teleconference on February 13, 2017 in which they discussed vacancy rebates and how there will be new regulations being made within the next few months. He shared that the regulations would be relatively specific and come from the upper tier. Gordon added that all consultations and County resolutions would need to be sent to the Ministry of Finance and that they would continue paying the rebates for a while, even if the building is vacant. Gordon shared that on the teleconference, they suggest three dates to apply: March 1, April 1 and July 1, and they all agreed that the only realistic date to submit the resolutions would be in July. The Committee brainstormed who could help with the consultations and thought their Committee along with the Minto Chamber of Commerce would be good.

Wick-Graham showed the Committee the new draft investment packages for Palmerston, Harriston and Clifford. She updated the Committee about what the communities have been working towards, as well as presented them with a spreadsheet which highlighted all of the current projects the Minto Economic Development department has been working on.

MOTION

Moved by: Mayor George Bridge and Seconded by: Glen Hall

THAT the Economic Development and Planning Committee move into closed session at 4:15 p.m.

CARRIED

MOTION:

Moved by: Mayor George Bridge and Seconded by: Hope Reidt

That the Economic Development and Planning Committee move out of closed session 4:25 p.m.

CARRIED

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Wick-Graham reviewed the Palmerston Downtown Revitalization minutes attached as Schedule "C". She noted that the Clifford and Harriston Committees did not meet in February. Wick-Graham highlighted that the snow removal issue had been dealt with and the Committee was told if they had further issues they would need to take them to Council as a delegation. Councillor Ron Elliott stressed that in terms of the downtown crossing situation, there is concern of pedestrian safety more than anything. Wick-Graham informed the Committee that they were looking into putting in a Type B crosswalk. Mayor Bridge shared that the issue would be going to the County Roads Committee in order to move forward.

MOTION

**Moved by: Councillor Ron Elliott and Seconded by: Councillor Mary Lou Colwell
THAT the Economic Development and Planning Committee approve the minutes of
the February 1, 2017 Palmerston Downtown Revitalization Committee meeting.**

CARRIED

Councillor Mary Lou Colwell reported that the Chamber's AGM on February 6, 2017 was a huge success with 60 people in attendance, making it the best-attended meeting yet. She highlighted that Michael Snyders delivered a great session on collaboration and succession planning. She also added that John Cox was appointed to Chamber President. Councillor Mary Lou Colwell informed the Committee that the Chamber of Commerce Achievement Awards would be taking place on April 27, 2017 at the Harriston Legion. Wick-Graham mentioned that new awards were being added to recognize more businesses. Councillor Mary Lou Colwell also shared that the Volunteer appreciation dinner would be taking place on April 26, 2017.

Glen Hall informed the Committee that LaunchIt has been busy with Lunch and Learn meetings with 16 people all focusing on discussion surrounding Simon Sinek's novel "Start With Why". He added that they were looking into doing more Lunch and Learns in the future. Glen shared that on February 22, 2017 there are 15-20 people registered for a seminar with Mary Lou Colwell. Glen also shared that on February 28, 2017 there would be a meeting at Innovation Guelph titled "So you want to start a food company". Somer Gerber and Wick-Graham will be attending. He informed the Committee that a sponsorship committee for LaunchIt has been formed.

Wick-Graham updated the Committee on the progress regarding the Ag Incubator and that they had come up with a new plan. She shared that rather than giving space for farmers to grow their crops, they would be partnering aspiring farmers with mentors and hosts to help them out with land, equipment, resources and advice. She informed the Committee that she and the Ag Incubator Committee have met with the Agriculture Management Institute and they were interested in the idea since it aligned with their action plan. Wick-Graham added that Caitlin Hall from Reroot Organic farm would be the first to pilot the mentorship and that she already had a mentee lined up.

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Kelly Schafer handed out a flyer with information regarding a youth employment opportunity taking place at the Holiday Inn in Guelph on May 24, 2017. She shared that all schools are aware and that students in grade 12 and above would be excused to attend. She highlighted the importance of supporting more students not going to university or college as well. Mayor Bridge noted that if the day goes well and proves to be beneficial, that they would like to see it come to Northern Wellington.

Kirk Brownell updated the Committee that School within a Factory was now at TG Minto with 13 people enrolled.

Bill White informed the Committee that with energy and climate changes, the government would soon be rolling out an energy plan. He shared that a Minto Energy Strategy (MES) got approved at Council and that this was something that could potentially be brought to the Economic Development Planning Committee.

Hope Reidt announced that Wightman Telecom had recently won two awards recognizing their community involvement and their new website. She shared that they had recently launched a testimonials page and launched a fibre availability tool for inputting addresses.

Mayor Bridge informed the Committee that there would be a Handcar Races meeting that night and that planning was underway for the event on June 23 & 24, 2017.

Gordon Duff shared that the Supporting Performing Arts in Rural Communities (SPARC) conference would be taking place on Saturday February 25, 2017 and that there were 42 people signed up from across south-western Ontario.

Taylor Pridham updated the Committee on the Minto Youth Action Council (MYAC), sharing that the Council had met with Mayor Bridge yesterday to discuss their ideas and plans for projects and events in 2017. She also shared that MYAC would be attending Council as a delegation on Tuesday March 21, 2017 to share their presentation with the rest of the Minto Councillors.

Wick-Graham reported that the Rural Economic Development (RED) funding had just been re-launched and that the following day she would be participating in a phone call with Gerry Horst to review the criteria. She also informed the Committee that Employer One had reached their goal of 400 surveys and that Minto was ranked third in the most completed surveys.

MOTION

Moved by: Hope Reidt and Seconded by: Councillor Ron Elliott

THAT the Economic Development and Planning Committee adjourn their meeting at 4:59 p.m.

CARRIED

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Town of Minto Administration Office 3:00 p.m.

Next Meeting: Thursday March 9, 2017 at 3:00 pm in the Town of Minto Council Chambers

Taylor Pridham, Economic Development Assistant

Schedule "A"

The County would like to continue to use its Official Mark, "Live and Work Wellington" and to ensure that member municipalities can continue to use the concepts that they have in place, namely "Live and Work" followed by the municipality name. In order to ensure consistent branding and that it maintains control over the use of its Official Mark, the County will require that any municipality wishing to use "Live and Work Wellington" do so with the consent of the County and in accordance with its use guidelines.

To this end, the County would like to arrange for the domain names liveandworkwellington.com and liveandworkwellington.ca to be transferred to it as they were registered without the County's permission.

The County recommends that the municipalities arrange for the transfer of all of the domain name registrations that consist of "Live and Work" followed by a municipality name or abbreviation thereof to be transferred from the current owner, Glen Hall, the creator of the websites associated with the domain names, to the appropriate municipality. The domain name registrations include the following but there may be additional domain names:

1. liveandworkwellington.com
2. liveandworkerin.com
3. liveandworkcw.com
4. liveandworkminto.com

Having so many different sites that house a lot of the same information, is very confusing for consumers. Having a single web portal under www.liveandworkwellington.ca would allow for broader promotion without misdirecting consumers.

If the municipalities would like to participate with the County in a joint portal and / or to use "Live and Work Wellington" in publications or programmes, it will be necessary to coordinate such use with the County through a licensing agreement which will ensure consistency in branding and proper protection of the "Live and Work Wellington" Official Mark.

Action:

Should this recommendation be supported, County Communications staff will work with Miller Thomson LLP to draft up a licensing agreement with Erin, Minto and Centre Wellington, outlining how they can use the County's Official Mark for future marketing and promotion.

Recommendation:

That the Economic Development Committee approve the request to arrange for the transfer of the domain names liveandworkwellington.com and liveandworkwellington.ca to the County; and,

That County Communications staff work with Miller Thomson LLP to create a license agreement for Erin, Minto and Centre Wellington to sign if they wish to use the "Live and Work Wellington" Official Mark.

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Town of Minto Administration Office 3:00 p.m.



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Economic Development Committee
From: Andrea Ravensdale, Communications Manager
Date: Tuesday, January 17, 2017
Subject: REVISED TRADEMARK REQUEST

Background:

The County of Wellington would like to protect the trademark "Live and Work Wellington" to ensure that it is available to the County to use as it wishes in all of its relevant publications and programmes. It also wishes to put third parties on notice of the fact that "Live and Work Wellington" is a trademark owned by the County and should not be adopted by others.

An Official Mark application was filed on December 9, 2016.

An Official Mark is a unique type of trademark that is available to public authorities in Canada. Marks that are adopted and used by public authorities pursuant to Section 9 of the Canadian Trade-Marks Act are called Official Marks and provide a broader scope of protection than regular trademarks. Official Marks are not required to be registered in association with specific goods and services. If a mark in use by a person so nearly resembles the Official Mark as to be mistaken for it, the use of that mark may be prohibited even where there is no likelihood of confusion when taking into account factors such as whether the trademark looks or sounds like the Official Mark, suggests a similar idea, or whether it is used to market similar wares or services.

An online search for "Live and Work Wellington" revealed that variations of the phrase "Live and Work" have been used by member municipalities within the County. In 2015, the Towns of Minto and Erin, along with the Townships of Centre Wellington and Wellington North, created their own job and housing web portal, called www.liveandworkwellington.ca. Each municipality also created a portal using "live and work" for their own municipal web portals.

The County had used the trademark "Live and Work Wellington" since 2015 and had been working on creating a County-wide web portal. A web portal is most often a specifically designed website that brings information together from diverse sources in a uniform way. The current www.liveandworkwellington.ca web portal connects consumers with housing and employment opportunities in Minto, Erin, Centre Wellington and Wellington North only. The County's website currently lists jobs in all seven municipalities and will be adding housing to purchase or rent in all seven municipalities in 2017.

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Schedule "B"

I understand that municipalities within the County may continue to use LIVE AND WORK followed by the municipality name as trademarks and domain names. I suggest that the municipalities arrange for the transfer of all of the domain name registrations that consist of "Live and Work" followed by a municipality name or abbreviation thereof to be transferred from the current owner, Glen Hall, the creator of the websites associated with the domain names, to the appropriate municipality. The domain name registrations include the following but there may be additional domain names:

1. liveandworkerin.com<<http://liveandworkerin.com/>>
2. liveandworkcw.com<<http://liveandworkcw.com/>>
3. liveandworkminto.com<<http://liveandworkminto.com/>>

I understand that the County will arrange for the transfer of all variations of the liveandworkwellington.com domain name from Glen Hall to the County and that all use of the LIVE AND WORK WELLINGTON trademark by others will cease unless an agreement relating to use of that mark is entered into between the municipality that wishes to use it and the County. This is necessary in order to maintain the distinctiveness of the trademark and avoid consumer confusion as to the source of the services offered in association with the trademark.

The following are the key terms that I would recommend including in agreements with the various municipalities who wish to use the trademark LIVE AND WORK WELLINGTON and to link to the County's LIVE AND WORK WELLINGTON website:

1. In order to ensure consistent branding and that it maintains control over the use of its Official Mark, the County will require that any municipality wishing to use LIVE AND WORK WELLINGTON or to link to the County's website do so with the consent of the County and in accordance with its use guidelines.
2. The municipalities will ensure that the LIVE AND WORK WELLINGTON mark is accompanied by a TM symbol and statement indicating "™ Trademark of The Corporation of the County of Wellington, used under license".
3. The agreement will indicate the goods / services that may be offered in association with the LIVE AND WORK WELLINGTON trademark and the territory in which the mark may be used and will indicate that the goods / services to be offered by the municipality in association with the mark must conform to the standards and specifications and/or instructions approved by the County
4. The County will have approval rights with respect to all material depicting the mark prior to its use in order to ensure consistent branding and compliance with its use guidelines.
5. The County will maintain the right to terminate the agreement if the municipality

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fails to abide by the agreed-upon quality standards or the County's approval rights.

6. The agreement will prohibit sub-licensing or include a provision specifying that any sub-licence would be subject to the same terms and conditions as the original agreement between the County and the municipality.
7. The agreement would acknowledge the County's rights in its trademark and provide an undertaking not to use it except in accordance with the terms of the agreement.

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Town of Minto Administration Office 3:00 p.m.

Schedule "C"

PALMERSTON DOWNTOWN REVITALIZATION COMMITTEE

FEBRUARY 1, 2017

The Palmerston Downtown Revitalization Committee held its regular meeting on Wednesday February 1, 2017 at the C.N.R.A. Clubhouse in Palmerston. Committee members present for the meeting were Councillor Ron Elliott, Wayne Vanden Hazel, Susan Forbes, Terry Cormack, Connie Robinson, Sherry-Lynn McRobb and Bob McEachern. Member of staff present at the meeting was Business and Economic Development Manager Belinda Wick-Graham. Regrets were received from Paul Brown, Tricia and Scott Norman, Angie Christensen, and JoAnne Caughill.

The Committee reviewed the previous meeting minutes.

Traffic Study Report Update

Wick-Graham reported that if a Type B Crosswalk was installed it would result in the loss of 2 parking spaces and the cost could be \$15,000 - \$30,000. The Committee expressed that the current cross-walk in place is a major safety concern as it is not an official cross-walk but pedestrians think it is and traffic doesn't stop.



RECOMMENDATION:

Moved by: Councillor Ron Elliott and Seconded by: Bob McEachern

THAT:

The Council of the Town of Minto pursue the installation of the proposed crosswalk and pursue the County for funding.

CARRIED

Snow Removal Update

Wick-Graham shared pricing information provided by Director of Public Works Brian Hansen in regards to the Town of Minto removing snow banks.

Hourly wages/rentals for the Town of Minto to do snow removal if it was possible:

Tractor and Blower to rent \$225.00 per hour plus fuel and repairs as necessary

Trucks are \$125.00 per hour X 4 = \$500.00

Sidewalk Unit \$105.00 per hour = \$105.00

Blocker Truck \$90.00 per hour = \$90.00

Tractor Backhoe \$120.00 per hour = \$120.00

This totals - \$1,040.00 per hour

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It would take approximately 1.5 hours for the contractor to do the smaller section of Palmerston downtown but they do charge a minimum of a three hour call out. Based on this information it was confirmed that this comes down to a budget decision from Council and if the Committee wished to pursue this issue it would be best done through a delegation.

Merchants' Christmas Open House, Living Windows & Pop-Up Store Surveys

The Committee reviewed the 2016 Palmerston Merchants' Christmas Open House, Living Windows and Pop-Up Store Promotion Survey Results. Wick-Graham informed the Committee that it was the best attended year to date with the most participating businesses. Survey results attached as Schedule "A". The Committee came up with the following suggestions for the 2017 campaign:

- Have all businesses open until 9:00 pm
- Have passports on an 8 ½ x 11 paper, printed on both sides
 - Do not include insert in the paper next year
- Know what everyone is doing (ie. Apple Cider being sold)
- Be more descriptive as to what the "Cookie Walk" means
- Have live music sponsored by the Cultural Roundtable
- Have the Pop-Up Store open until 9:00 pm
- Have Santa walking around in stores or a photo booth with Santa
- Could approach the Library to be involved.
- Start planning for the event in the summer

2017 Action Planning

The Committee reviewed the 2016 Palmerston Downtown Revitalization Action Plan and made updates and changes for the 2017 plan, attached as Schedule "B".

Wick-Graham reminded the Committee of the Minto Chamber of Commerce AGM taking place on Monday February 6, 2017 at the Harriston Library starting at 6:30 pm. She highlighted that there would be a dinner catered by T&M Catering, along with speaker Michael Snyders.

Next Meeting

Wednesday March 1, 2017

6:30 pm

CNRA Clubhouse

Belinda Wick-Graham
Economic Development Manager

Minutes of Parks & Recreation Advisory Committee Meeting
Meeting Date: Monday, February 27th, 2017
Meeting Location: Norgan Theatre

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

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

Review of Minutes:

P.R.A.C. minutes from January 26th, 2017 minutes were reviewed.

MOTION:

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

THAT:

The P.R.A.C. minutes of January 26th, 2017 be approved as circulated.

CARRIED

Council Follow-Up:

The minutes from the January 26th, 2017 meeting, and all motions and recommendations within, were accepted by Council.

Services Manager's Reports:

Program Progress Report

Services Manager Lubbers reported that Grassroots Hockey is finishing up this weekend and they once again had a great season. Next week Mass Registration begins, taking place on Tuesday at the Clifford Hall, Wednesday at the Harriston-Minto Community Complex and Thursday at the Palmerston & District Community Centre. March Break Camp registration has begun with over a dozen kids signed up for each camp. Preparations for spring programs, such as the ball hockey league and Try It Sports, has also begun.

2017 Canadians

Service Manager Lubbers reported that the Palmerston Imperials will be hosting the 2017 U14 Boys Canadian Fast Pitch Championship in Palmerston this summer. Proceeds from the event will be earmarked for ball diamond and park upgrades in Palmerston. To help cover tournament expenses payable now and leading up to the tournament, it was proposed that a \$5,000 loan be given by the Town to the organizers.

MOTION:

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

THAT:

A \$5,000 loan be given by the Town to the Palmerston Imperials to offset tournament expenses with the intent that proceeds derived from the tournament will be given back to the Town for diamond and park upgrades.

CARRIED

Minutes of Parks & Recreation Advisory Committee Meeting
Meeting Date: Monday, February 27th, 2017
Meeting Location: Norgan Theatre

Recognition Night – Tuesday April 25th

Service Manager Lubbers asked P.R.A.C to think on potential residents or teams that have won a provincial, national or international championship. Members mentioned the Minto Minor Hockey Midget Rep team who won the International Silver Stick Tournament this year. The Palmerston Junior Broomball Terminators, who won gold at provincials and will be heading to nationals in March, were also mentioned.

Facilities Manager's Report:

Facilities Update

Facilities Manager Carr reported that the facilities ran well during January with no major repairs needed. The last rental at the Clifford Arena will be on March 13, and then the ice will be taken out. Carr looked into the possibilities of kegs in the bars and was told by Labatt that they no longer provide the hookups. Carr also reported that all facilities will now be offering canned beer in the bars. So far, it has cut down immensely on clean up, gives more room in the fridge for storage and moves people through the bar line a lot faster.

Summer Park Staff

Facilities Manager Carr reported that this spring and summer, one staff shift will be designated solely for parks. The staff member on shift will be in charge of grooming and lining all ball diamonds and soccer pitches as well as all other park duties. This will allow the Lead Hands the opportunity to focus more on facilities and pools through the spring and summer months and less time having to switch their focus to assist with park operations.

Sports Fields Allocation, Policy and Procedures

Facilities Manager Carr presented a draft Sports Fields Allocation, Policy and Procedures for Town of Minto ball diamond and soccer pitches, with input from department staff. It covers a range of items including:

- Sports Field Allocation Responsibility
- Sports Field Facility Operations
- Sports Field Allocation and Distribution
- Entitlement and Distribution
- Tournaments and Special Events
- Sports Field Applications and Permits
- Sports Field Management
- General Administration

PRAC reviewed the policy and provided input. With centralized booking underway, staff would like this policy to take effect on April 1, 2017.

MOTION:

Moved by: Bob McEachern and Seconded by: Bill Raynard

THAT:

The Sports Fields Allocation, Policy and Procedures be approved as presented.

CARRIED

Minutes of Parks & Recreation Advisory Committee Meeting

Meeting Date: Monday, February 27th, 2017

Meeting Location: Norgan Theatre

Municipal Alcohol Policy

Facilities Manager Carr presented the changes that staff would like to be made to the Municipal Alcohol Policy. Changes include:

- A maximum of four (4) tickets will be sold at one time
- Bottles will now be replaced with cans
- The facility will no longer provide a ticket seller for events. It will be up to the contractee to provide a ticket seller
- Patrons at an all day outdoor event may be required to vacate the premises for one hour between 5 p.m. and 8 p.m.
- The bar area within the premises shall be closed no later than 1 a.m., and no service of alcoholic beverages will be allowed after this time
- All entertainment within the facility shall cease at 1 a.m.
- All signs of consumption of alcohol and all signs of service of alcohol (including empty glasses) shall be removed from sight by 1:45 a.m.
- To assist Town of Minto staff and ensure that no incidents occur within the premises, the facility must be vacated by patrons by 2 a.m.
- The only exception to the 1 a.m. closing time would be on New Year's Eve, when the closing time could be extended until 2 a.m.
- Security will be required to stay at the event from 9 p.m. to 2 a.m. and proof of security shall be provided to the Town of Minto one month prior to the event

MOTION:

Moved by: Bob McEachern and Seconded by: Bill Raynard

THAT:

The changes to the Municipal Alcohol Policy be approved as presented.

CARRIED

Facility Rental Documents

Facilities Manager Carr reported that small changes have been proposed to the Facility Rental Terms and Conditions document. These changes include:

- Only masking tape is permitted to hang up signs
- Staples will also be added to the list of items not to be used
- An increased fee for extra cleaning will be added when the contractee does not properly clean after their event
- A 2700 piece list of kitchen inventory will now be supplied for each renter and they will be urged to ensure all inventory is clean and put away
- Any damages done to the facility or the facilities inventories that are lost or damaged by the contractee shall be paid for by the contractee
- All renters not residing in Minto will pay for their event in full prior to the rental. For Minto residents, invoicing will be done within one week of the rental unless other arrangements have been made
- Re:Sound fees will be applied to all events playing pre-recorded music. Re:Sound is a tariff that is dedicated to obtaining fair compensation for artists and record companies for their performance rights

Minutes of Parks & Recreation Advisory Committee Meeting

Meeting Date: Monday, February 27th, 2017

Meeting Location: Norgan Theatre

- Proper crowd control must be maintained by the contractee when they are using the facility for activities involving large numbers of people. If, in the opinion of the facility staff that this is not being carried out, the facility staff will end the event and call the police
- Cancellations made 14 - 29 days prior will result in a full refund of all fees minus an administrative fee of \$100.00
- Cancellations made less than 14 days prior to the rental will result in no refund

Facilities Manager Carr also reported to P.R.A.C. that floor plans for each facility will be made and posted on the website, along with an event checklist and a list of local businesses that assist with special events.

New Business:

Councillor Dave Turton reported that Brook Cochrane asked on behalf of the JYD Foundation if financial assistance was needed to help finish updates to the concession booth located at the Harriston Ball Diamond. Cochrane suggested that proceeds from last year's tournament could be donated to help with these upgrades. Facilities Manager Carr will have the Harriston Arena Lead Hand Mark Hill follow up on this.

Councillor Ron Elliott suggested to Facilities Manager Carr that through the summer months it would be nice to have a plan to keep the washrooms located in Lions Heritage Park open to the public. Elliott reported that several people request the washrooms be open daily for public use. Carr will look into using summer staff hired for the train station to assist with opening and closing the washrooms each day or at minimum on the weekends.

MOTION:

Moved by: Bob McEachern

THAT:

P.R.A.C. adjourn at 6:30 p.m.

The next meeting is Monday, March 27th at 5 p.m. at the Harriston Arena.

Grace Wilson
Recreation and Facilities Assistant
Parks & Recreation Advisory Committee

Town of Minto Municipal Alcohol Policy For Permanent Liquor Licensed Events

Mission Statement:

The Town of Minto wants residents and visitors to enjoy the various facilities and parks. In order for the Town of Minto to ensure the health and safety of its participants, minimize risk and liability and to protect the municipal facilities, a Policy for the orderly use of alcohol during events and functions has been developed. The following document outlines these regulations.

Objectives:

1. To ensure proper operation and supervision of the Permanent Liquor Licensed events by providing education in prevention and intervention techniques and effective management procedures. This will lower the risk of liability to the Town of Minto.
2. To reinforce responsible drinking practices for consumers through appropriate operational procedures and controls.
3. To honour the decision of abstainers not to drink alcohol and to encourage their participation by providing alternative non alcoholic beverages.
4. To provide a balanced use of alcohol through Permanent Liquor Licensed events that alcohol becomes a responsible part of a social function rather than the reason for it.
5. To provide a balance of licensed and non-licensed programs to ensure that consumers, abstainers, adults, youth and families will be adequately serviced and protected.

Other:

The Town of Minto reserves the right to introduce other conditions from time to time at its discretion. The Town of Minto reserves the right entirely and at its discretion, to accept or reject any application for a licensed event on its property. Special Occasion's Permits are only allowed at municipally owned properties for homemade wine and must be approved by the Recreation Facilities Manager or designate. Notification will be made by the Town of Minto to A.G.C.O. for events that can capacitate over 1000 people.

Town of Minto Municipal Alcohol Policy
For Permanent Liquor Licensed Events
Page 2 of 7

Regulation 1

Municipal Facilities Eligible for Permanent Liquor Licensed Events:

The Town of Minto reserves the right to change capacities outlined in this section in the interest of public safety or as may be required by licensing authorities. Please contact the appropriate facility manager prior to your event to confirm the capacity of the facility. Staff and security are included in the occupancy load.

1. Palmerston & District Community Centre (Capacity in parenthesis)
 - a) Arena Ice Surface & Seating Area (1330)
 - b) Overflow Room (100)
 - c) Auditorium (299)
 - d) Lobby (53)
 - e) Dressing Room 1 (19)
 - f) Dressing Room 2 (16)
 - g) Dressing Room 3 (16)
 - h) Dressing Room 4 (19)
 - i) Dressing Room 5 (20)
 - j) Dressing Room 6 (22)
 - k) Dressing Room 7 (18)
 - l) Referee Room (5)
 - m) Curling Ice Surface (760)
2. Harriston-Minto Community Complex (Capacity in parenthesis)
 - a) Arena Ice Surface & Seating Area (1082)
 - b) Lobby (37)
 - c) Auditorium (299)
 - d) Dressing Room 1 (16)
 - e) Dressing Room 2 (16)
 - f) Dressing Room 3 (21)
 - g) Dressing Room 4 (21)
 - h) Referee Room (12)
 - i) Curling Ice Surface (449)
3. Clifford Arena (Capacity in parenthesis)
 - a) Arena Ice Surface & Seating Area (1003)
 - b) Lobby (77)
 - c) Meeting Room (38)
 - d) Dressing Rooms 1-4 (17)
 - e) Referee Room (6)

Regulation 2

Catering Endorsement:

1. Municipally owned facilities and parks may be licensed under the Permanent Liquor License "Catering Endorsement" with the approval of the Recreation Facilities Manager or designate.

Town of Minto Municipal Alcohol Policy
For Permanent Liquor Licensed Events
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Regulation 3

Signs:

1. Serving Practices

The Town of Minto will provide these signs to be placed in the bar area.

"It is against the Liquor Licence Act of Ontario for licensed establishments to serve customers to intoxication. For this reason servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcohol beverages".

2. No Last Call

A sign stating **"Last Call Will Not Be Announced"**, is to be placed in the bar area.

3. Individuals Under the Age of Majority

A sign stating **"Individuals under the Age of Majority are not permitted on the premises after 8p.m. unless preauthorized"**. See Regulation 5, section 4(a)(b) & (c). This sign will be posted in the bar and the main entrance.

4. Maximum Five Tickets

A sign stating **"A maximum of four (4) tickets will be sold at one time"**.

5. No Charge Bars (Give away bars paid by host)

"Only single drinks served".

"Limit of two drinks served per person at one time".

Regulation 4

Youth Admission to Public Adult Events:

1. Anyone who appears to be under the age of 25 will be required to show a government issued document with a photograph as identification before they are allowed into the event/facility.
2. Individuals under the age of majority will not be allowed to consume alcoholic beverages. Anyone serving individuals under the age of majority will be required to leave the event and will be charged by the appropriate authorities. People consuming alcohol under the age of majority will be required to leave the event, and will be charged by the appropriate authorities.
3. Individuals under the age of majority will not be allowed to attend any licensed area after 8:00p.m. Absolutely no minors will be allowed at Buck & Does.
4. Exceptions where youth may be admitted to licensed events include: (a) private functions (b) pre-authorized invitations (c) pre-authorized by the Recreation Facilities Manager or designate.

Rationale:

To ensure that persons under the age of majority do not consume alcohol.

Town of Minto Municipal Alcohol Policy
For Permanent Liquor Licensed Events
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Regulation 5

Alcohol Service:

1. Control of alcohol service
 - a. All drinks are to be served in a can, plastic or paper cups and all bottles to be retained in the bar area.
 - b. No last call will be announced.
 - c. A maximum of 4 tickets may be sold at one time.
 - d. No beverages (alcoholic or non-alcoholic) are to leave the licensed area.
 - e. All bartenders, ticket sellers, security and floor monitors will not consume any alcohol while on duty.
 - f. Absolutely no shooters will be allowed.
 - g. The Town of Minto will provide a minimum of one bartender for all licensed events.
2. Providing food
Ensuring that light meals are available, if required, for sale to patrons on the premises is the responsibility of the customer.

Regulation 6

Profit Sharing:

1. All customers using the Town of Minto liquor license and charging full bar ticket price will receive a 20% share on gross revenue.
2. The customer must supply smart serve trained ticket sellers.

Regulation 7

Controls Prior to Events:

Renters of municipal facilities will be required to understand the Municipal Alcohol Policy prior to renting.

1. A copy of the Municipal Alcohol Policy will be available from the Town of Minto staff person or designate at the time of booking. If any questions or concerns arise from this Policy contact the Recreation Facilities Manager or designate for clarification.

Rationale:

The above is to ensure that there is no misunderstanding of the regulations contained in the Municipal Alcohol Policy.

Town of Minto Municipal Alcohol Policy
For Permanent Liquor Licensed Events
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Regulation 8

Controls During Licensed Events:

All controls and service must be consistent with the provision of the Liquor Licence Act of Ontario and its regulations.

1. In the event of a masquerade party taking place in any premise owned by the Town of Minto all patrons must be checked prior to entering for proper identification to ensure they are of the appropriate age. Any person under the age of majority will not be allowed into a masquerade event.
2. Patrons at an all day outdoor events may be required to vacate the premises for one hour between 5pm and 8pm. In this case, individuals under the age of majority will not be allowed to attend any licensed area after reopening, similar to Regulation 4.
3. Patrons will not be allowed to congregate in groups near the bar area, the entrance, the exits, or the dance floor.
4. The bar area within the premises shall be closed no later than 1:00a.m. and no service of alcoholic beverages will be allowed after this time.
5. All entertainment within the facility shall cease at 1:00a.m.
6. All signs of consumption of alcohol and all signs of service of alcohol (including empty glasses) shall be removed from sight by 1:45a.m.
7. To assist Town of Minto staff and ensure that no incidents occur within the premises, the facility must be vacated by patrons by 2:00a.m.
8. The only exception to the 1:00a.m. closing time would be on New Year's Eve, when the closing time could be extended until 2:00a.m.
9. Distribution of any form of alcoholic beverage beyond what is purchased and served from behind the bar is illegal and therefore prohibited. This includes wedding favours, prizes, etc.
10. Town of Minto staff, at their sole discretion, may cease the sale and service of alcohol at any time in the interest of public safety.

Town of Minto Municipal Alcohol Policy
For Permanent Liquor Licensed Events
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Regulation 9

Security Requirements at Specific Events:

The following requires “paid off-duty” police officers or a licensed private security company as per schedule.

| Indoor Licensed Events | Staffing Requirements |
|-------------------------------|--|
| 0-100 people | 0 officers/private security |
| 100-359 people | Minimum 2 officers/private security |
| Arena/Curling Club Floors | Discretion of Recreation Facilities Manager or Designate |

| Outdoor Events | Staffing Requirements |
|-----------------------|-------------------------------------|
| 0-100 people | 0 officers/private security |
| 100-400 people | Minimum 2 officers/private security |
| 400-1,000 people | Minimum 4 officers/private security |

Time period required – 9:00p.m. to 2:00a.m.

The only acceptable security will be “paid off-duty” police officers and/or a licensed private security company. Proof of security shall be provided to the Town of Minto one month prior to the event. Security is mandatory unless written approval by the Recreation Facilities Manager or designate. The only licensed events that do not require security are private functions (*not open to the public/by invitation only*).

Town of Minto Municipal Alcohol Policy
For Permanent Liquor Licensed Events
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Regulation 10

Alcohol Event Support Staff Policy

Bartenders

- All liquor drinks are to be pre-poured behind the bar and served in plastic cups
- All beer is to be served in cans or plastic cups, and the bottle is to be retained for deposit
- Only single shot drinks are to be served
- Bartenders are to ensure that underage, intoxicated, rowdy, and unauthorized people are not served alcohol
- Bartenders are not to consume alcohol prior to or during service
- All bartenders must be trained in Smart Serve
- No last call is to be announced, and service from the bar must stop no later than 1:00a.m.

Ticket Sellers

- A minimum of two Smart Serve trained people shall be present to sell liquor tickets at all times
- A maximum of four liquor tickets may be sold at one time
- Ticket sellers are not to consume alcohol prior to, or during ticket sales
- Ticket sellers are to ensure that underage, intoxicated, rowdy, and unauthorized people are not sold liquor tickets
- Unused tickets may be redeemed for a cash refund as late as 15 minutes after the bar closes

Security

- Event security is to ensure that the Municipal Alcohol Policy is adhered to at all times
- Event security is to ensure that alcoholic beverages stay within the licensed area
- Event security will check to ensure people entering a licensed area possess a valid picture identification and are of legal drinking age
- Event security are not to consume alcohol prior to, or during the event
- Event security shall assist in ensuring that the bar and music is shut down not later than 1:00a.m.
- Event security shall stay and help make sure all participants have left the facility safely

Revised by the Council of the Town of Minto March 7th, 2017.



SPORTS FIELDS ALLOCATION

POLICY AND PROCEDURES

Policy

**February 27, 2017 (recommended by PRAC for approval)
Approval by Council March 7, 2017.**

SPORTS FIELDS ALLOCATION POLICY AND GUIDELINES

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SPORTS FIELDS ALLOCATION POLICY AND PROCEDURES

1.0 INTRODUCTION

Vision

A friendly, safe, affordable, family oriented rural community built on a foundation of respect, volunteerism, and prosperous business, and sustained by people who value neighbourliness, fairness and inclusiveness.

Mission

Cost effective and responsive local government through superior customer service, internal stability and efficiency, and promoting responsible economic growth, healthy lifestyles and respect for the natural environment

PURPOSE

The Town of Minto has a Strategic Plan that promotes a range of recreation opportunities for youth in various opportunities for recreation during the winter and summer for a range of individuals and groups. The Town has an inventory of three sports fields pads.

The purpose of this policy is to:

- Clearly define and communicate how sports fields will be managed, allocated and distributed
- Serve as a guide for the sports fields allocation process
- Promote and encourage participation in sports fields sports to the overall benefit of the community.

The policies identified in this document establish and clarify the Town's responsibility for sports fields allocation, facility administration and its commitment to the management of:

- Fair and equitable sports fields allocation that maximizes use of the facility;
- Fiscally responsible sports fields facility operations;
- Processing of tournament, special event and seasonal sports fields rentals;
- Special event management;
- General administration requirements;
- Facilitate opportunities for active and healthy lifestyle;
- Safe and accessible services for all people.

2.0 SPORTS FIELDS ALLOCATION RESPONSIBILITY

In the Town of Minto, the Recreation and Facilities Departments (RFD) has the responsibility to manage the allocation and distribution of sports fields on an annual basis to reflect population, registration, utilization and participation patterns. The RFD is responsible for the implementation of the policies as outlined.

3.0 SPORTS FIELDS FACILITY OPERATIONS

The Town of Minto will responsibly manage its sports fields resources to ensure optimum usage and programming, to reflect the goals of the Town's Strategic Plan. The day to day operations of the Town's Recreation Parks containing the sports fields will be the responsibility of the Facilities Department.

The policy will be reviewed annually in December through the Town's Parks and Recreation Advisory Committee as the need arises. Town staff will update, as necessary, relevant portions of this document as approved by Town Council.

The staff responsible for sports fields Allocation and sports fields operations will work in a cooperative manner in the implementation of this policy.

4.0 SPORTS FIELDS ALLOCATION AND DISTRIBUTION

4.1 Scheduling Priorities

Sports fields will be allocated utilizing the following order of priority:

1. Town of Minto Minor Sports Groups
2. Town of Minto Recreational Programs
3. Board of Education
4. Seasonal Organizations
5. Commercial and Occasional Users

4.2 Definitions of Groups

i. Town of Minto Minor Sports Group is defined as follows:

- i. A non profit recreational group based in the Town of Minto, dedicated to minor sports
- ii. An established provider of quality recreational programs, primarily for youth
- iii. The main provider of its particular activity for youth in the Town of Minto
- iv. Membership in the group is dominated by residents of the Town and its Recreation Partners
- v. Organizations recognized as Minor Sports Groups must also:
 - a. Have constitutions
 - b. Have an auditable annual financial statement
 - c. Be affiliated with a recognized regional, provincial or national organization. The choice of this affiliation is at the discretion of the minor sports group.

(If the status of a minor sports group comes into question, the group may be required to re-produce evidence that the conditions under which it was granted partner status still apply.)

The listing of minor sports groups is found at Appendix A.

ii. Town of Minto Recreational Program

The Town provides access to recreational sports fields opportunities through municipal recreation programs including Hometown Ball and Grassroots Soccer. Programs provide low cost access to outdoor recreational opportunities organized through the RFD. Programs are provided in response to need and the provision of such programming is reviewed in conjunction with the review of this policy.

iii. Boards of Education

A publicly funded school or a not-for-profit school recognized by the Province of Ontario as an education institution located in the Town of Minto within the areas subject to Recreation Agreements.

School bookings, are administered on a first come, first serve basis through the RFD.

iv. Seasonal organizations

Groups in this category are defined as groups that use any sports fields on a weekly basis for an entire season. Examples include men's or ladies baseball or soccer leagues, pick up baseball or soccer groups etc. The Town wishes to recognize long term groups. Grandfathered status will provide existing clients (prior to 15/16 season) access to historical sports fields (same or similar date or time) to all seasonal clients that have had the same hour(s) for two or more consecutive years prior to 2015/16.

Client is the name of the organization or individual in which the contract is held.

The Town reserves the right to change the sports fields allocated to grandfathered clients when facility closures or restrictions must be applied, when sports fields schedules negatively influence operational/program efficiencies and resident demands or to meet the core requirements of the Town's minor sports groups. In these circumstances, every attempt will be made to find an equitable sports fields time replacement.

If a designated "grandfathered" group disbands or fails to apply for sports fields in consecutive sports fields seasons, they will lose their "grandfathered" status. If they reapply in a subsequent season, they will be treated as a new client. The "grandfathered" designation is not transferable.

The listing of seasonal organizations is found at Appendix D.

v. Tournaments and Special Events

The Town of Minto Strategic Plan encourages an active role for the Town in facilitating, enhancing and promoting festivals and special events in the Town. Generally tournaments and special events are competitions hosted by recognized Town minor sports groups. They may also include events of regional, provincial, or national significance. Tournaments may also be hosted by seasonal organizations and other occasional users. Special events are not limited to competitions and may include events such as live entertainment or exhibitions. Tournament and Special Event time is allocated above and beyond a group's regular season allocation. The Town would continue to encourage existing tournaments and special events.

vi. Commercial Users

These groups are organizations or individuals that use sports fields time with the intent of generating positive net income (profit).

vii. Occasional Users

These users are individuals who use the sports fields times on an occasional basis not booked as a recurring or seasonal use.

5.0 ENTITLEMENT AND DISTRIBUTION

5.1 Weekly Hours of Entitlement and Distribution to Minor Sports Groups

On an annual basis, the Town's Minor Sports Groups shall provide registration data for the previous year or for the upcoming year if this information is available. This information will be provided annually by the 31st of August. Sports fields will not be booked on Statutory Holidays unless approved by the RFD.

The ideal Sports Fields Time Allocation for various age and competition levels for baseball and soccer shall be considered and is the ultimate goal in the allocation of sports fields to the Minor Sports Groups. The recommended standards will include but may not be limited to add Ontario Amateur Softball Association, Provincial Women's Softball Association of Ontario, Ontario Soccer Association etc. This allocation will be the goal of this policy. This information will establish the ideal sports fields' allocation to each group. Until more sports fields' time is available, only a part of this time may be initially achieved.

5.2 Deadlines for Sports fields Time Requests and Timing of Allocation

When forwarding sports field's time requests to the RFD, the following time frames are mandatory. The date for final determination of sports fields time is also indicated.

| CLIENT | (May-Sept.) | |
|------------------------|-------------|--------------|
| | REQUEST | ALLOCATED |
| Minor Sports Groups | Feb 1 | Mar 1 |
| Seasonal Organizations | Feb 1 | Mar 1 |
| Board of Education | Sep 10 | Upon request |
| Occasional/Commercial | Feb 1 | Mar 1 |

** Allocation timing is a goal and may be subject to change by the Town.*

5.3 Conflict Resolution

Sports fields time conflicts that arise will be highlighted by the RFD. The booking coordinator and their supervisor will attempt to resolve the conflict in a manner consistent with the policy. Should a conflict remain, the groups involved in the conflict will be invited to attend a meeting chaired by the Parks and Recreation Advisory Committee. Each group will be asked to submit in writing the rationale for their requirement of the sports fields time in conflict. The following factors will guide the final decision:

- User group historical sports fields allocation.
- The degree in which the user group sports fields time requests have been met, apart from the sports fields time request in conflict and number of participants affected.
- The age of the user group as it relates to the sports fields time in conflict as well as residency.
- Scheduling priorities

The Parks and Recreation Advisory Committee shall make a recommendation to Town Council regarding the conflict. The decision of Town Council shall be final.

6.0 PROCESSING AND MANAGEMENT OF TOURNAMENTS AND SPECIAL EVENTS

The Town is committed to achieving a balance between recreational and tournaments/special event use during the regular sports fields season. New tournaments will only be permitted where sports fields time

permits in accordance with the terms outlined in this policy. The goal of the RFD is to minimize the impact of tournaments on regular programs and league play.

A complete list of existing tournaments is contained at Appendix B.

7.0 PROCESSING AND MANAGEMENT OF SPORTS FIELDS APPLICATIONS AND PERMITS

Controls must be in place to minimize the negative impacts that unused, returned, amended and cancelled sports fields times have on the sports field operations and its users. As such the RFD will apply all guidelines outlined in this policy to reasonably and responsibly manage unused sports fields or changing sports fields needs once permits have been issued.

7.1 Signed Contract/Permit

The RFD will provide to the user, a contract/permit listing all sports fields time allocated to the user for the season based on timing in Section 5.4. The signed contract/permit is due to be returned a minimum of four (4) weeks after receipt.

7.2 Changes to Signed Contract/Permit

The RFD will make every effort to accommodate sports fields allocation requests in accordance with this policy. Users with overdue accounts may, at the discretion of the RFD, have their sports fields time cancelled and/or lose their grandfathered status for the next season. Overdue accounts will be subject to an interest penalty as per standard Town rate. Once the RFD has received the signed contract/permit, the user agrees that all times listed in the contract/permit will be used and paid by October 31st.

- a) The Town may cancel sports field activities due to holidays, safety concerns, mechanical breakdowns, weather conditions or emergency closures, or
- b) If the Town cancels due to a significant or high profile event as per Section 7.6.

The Town will make efforts to reschedule activities affected by cancellations.

7.3 Transferred Sports fields/Sports fields Trades/Sub Leased Sports fields

The Town is the sole authority for all sports fields times. The practice of transferring, trading or sub-leasing sports fields between permit holders is NOT allowed.

7.4 Permit Cancellation

Once a sports field rental contract has been signed, the following cancellation policies are in effect:

- a) Except for weather, if a game is cancelled and a minimum of 24 hours' notice is not given by the user before the scheduled event, the user will be invoiced for the amount of a single game as listed on the Town of Minto rate schedule. All cancellations are to be made on weekdays through the Municipal Office between the hours of 8:30am to 5pm, Monday to Friday.
- b) If a user is unable to fulfill their seasonal commitment and regularly cancels sports fields time requested, the Town reserves the right to make a permanent adjustment to the user's next year allocation.

| Organization | Cancellation Period |
|--------------------------------|--|
| Tournaments and Special Events | <u>60 days written notice</u> to the RFD in order for full refund. A partial refund of 25% shall be given <u>with 30 days written notice</u> to the RFD. In this event, the RFD will make every effort to reallocate the cancelled sports fields time based on the priority outlined in this policy. In either case, if the RFD is able to book the sports fields, a refund will be provided |

7.5 Program or Cancellations

In order to minimize user frustration, dissatisfaction and other negative impacts, The Town will not cancel Town programs with the exception of the following:

- i. Significant and high profile events as directed by Council
- ii. Low registration in programs
- iii. Emergency shut down situations or sports fields maintenance.

Where such cancellations are necessary, the RFD will make reasonable efforts to notify users of such programs.

7.6 Permit Cancellations by The Town of Minto

The Town reserves the right to reasonably postpone, reschedule or cancel any permit due to various circumstances. The Town reserves the right to cancel a permit or portion of a permit without notice or refund should there be a breach of conditions or regulations or should The Town be of the opinion that the sports fields are not being used for the purpose contained in the application or for a significant or high profile event as approved by Council.

8.0 GENERAL ADMINISTRATION AND SPORTSFIELD MANAGEMENT

8.1 Sports Fields Request Application Process

All applicants and users must submit all requests for permit applications (sports fields time), amendments and cancellations on Town approved forms.

8.2 Sports Fields Request Application Rejection Process

The Town reserves the right to reject application and requests from users who submit forms which are not complete or contain incorrect information.

8.3 Sports Fields Allocation and Management Policy and Procedures Review and Update

The Sports fields Allocation Policy will be reviewed on an annual basis, initiated by the RFD.

8.4 Sports Fields Maintenance

- a. Baseball diamonds will be groomed and bases set for all rentals and lined exclusively for games. Outfield lines will be painted.
- b. Soccer pitches will be lined for all games and nets will be maintained.
- c. User groups will be provided with a key for the light boxes and washroom facilities where applicable.

8.5 Lighting

When renters do not turn the sports field lights off before leaving the park, they will be invoiced the amount listed on the Town of Minto rate schedule.

8.6 Insurance Requirements for All Facility Users

The organization shall, at all times during which it is allocated sports fields time in The Town Recreational Facilities, arrange, pay for and keep in force and effect Comprehensive General Liability Insurance on an "occurrence" basis including personal injury, bodily injury and property damage protecting the Corporation of The Town of Minto, its elected officials, its employees, agents and contractors (hereinafter "Released Persons") and the organization against all claims for damage or injury including death to any person or persons, and for damage to any property of the Released Persons or any public or private property, howsoever caused including damage or loss by theft, breaking or malicious damage, or any other loss for which the Released persons or the organization may become liable resulting from the organization's use of sports fields time in The Town facilities. Such policy shall be written with inclusive limits of not less than Two Million Dollars (\$2,000,000), shall contain a liability clause, a severability of interest clause, shall be primary without calling into contribution any other insurance available to the Released persons as additional insured parties. The Corporation of The Town of Minto shall be named as an additional insured.

The organization shall release each of the Released persons and waives any rights, including rights of subrogation; it may have against them for compensation for any loss or damage occasioned by organization or loss of use of property of the user.

The organization shall provide certificates of insurance showing the coverage as required above to the RFD prior to first sports fields time booking. The certificates shall include the obligation on the part of the issuer of the certificates to endeavour to provide 30 days written notice of cancellation to the users. Upon expiry, documents showing renewed coverage are again to be provided and the organization will make policies available to The Town for review from time to time and in the event of a claim.

Purchase Insurance through the Town's Provider

Users may purchase insurance through the Local Community Insurance Services offered by the Town's insurance provider.

8.7 Payment and Fees

N.S.F. cheques may result in automatic cancellation of sports fields times booked and that the current fee of The Town for N.S.F. cheques will apply. At the discretion of The Town, no further sports fields time will be allowed until all outstanding accounts are paid to The Town.

Additional fees will be charged for sports fields rentals that exceed their allocated time as outlined in the rental contract/permit based on the currently hour rate. This fee will be automatically added to the permit/contract.

Payment Schedule

- a) Minor Sports Groups, Seasonal Organizations, Board of Education:
 - To be paid October 31 of the calendar year.
 - interest penalty of 2% per month will be charged for default of payment
- b) Occasional or Commercial Users:
 - payment must be made prior to the sports fields' rental.

APPENDIX A

MINOR SPORTS GROUPS

Minto Minor Ball

Palmerston Marlins

Minto United Soccer Club

APPENDIX B

TOURNAMENTS & SPECIAL EVENTS

TOURNAMENTS

2nd Friday, Saturday and Sunday in June – Clifford Fire – Clifford
3rd Saturday in June – TG Minto – Palmerston
2nd Weekend in July – Harriston Kinsmen - Harriston
JYD Tournament – August Long Weekend – All Diamonds
Weekend After Labour Day – Minto Men's League – Palmerston
3rd Weekend in September – Clifford Skating Club - Clifford
4th Weekend in August – Palmerston Fair – Palmerston
3rd Weekend in September – Harriston-Minto Fair – Harriston

APPENDIX C

TOWN APPROVED FORMS

- Rental Contract
- Facility Booking Request Form

APPENDIX D

SEASONAL ORGANIZATIONS

As at 2016

Minto Men's Slow Pitch League

Minto Ladies Slow Pitch League

Mennonite Youth Group – Clifford

Moorefield Men's Slo-Pitch League

CRC Youth Soccer



Town of Minto

DATE: January 17, 2017
TO: Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: Promoting Affordable Housing Act

STRATEGIC PLAN

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

BACKGROUND

Under Ontario's Long Term Affordable Housing Strategy the Province will make several investments to achieve its vision where "every person has an affordable, suitable and adequate home to provide the foundation to secure employment, raise a family and build strong communities".

To implement the strategy, the provincial government introduced the Promoting Affordable Housing Act, 2016, amends the Planning Act, the Development Charges Act, 1997, the Housing Services Act, 2011 and the Residential Tenancies Act, 2006. The Promoting Affordable Housing Act is set to increase the supply of affordable housing and improve the social housing structure. The program targets families and individuals who earn too little to afford market-rate housing and too much to be eligible for social assistance. Income is not always the sole determinant as units can also be targeted to specific demographic groups such as seniors or those with special needs.

The proposed amendments, if passed, would provide the Minister of Municipal Affairs and Housing with the authority to make regulations relating to the proposed provisions.

COMMENTS

This report will provide an outline of changes to legislation as a result of the Promoting Affordable Housing Act and introduce the some possible plans of implementation.

Inclusionary Zoning

When proclaimed, the Planning Act will give municipalities the option to require private sector developers to include affordable housing units in their development proposals through inclusionary zoning. Inclusionary zoning would help to serve more people in need of housing, increase the supply of affordable units, and meet local needs and targets. Where a rezoning includes affordable units, that part of the bylaw could not be appealed to the Ontario Municipal Board. Appeals for other sections of the bylaw not related to affordable house (i.e. building height, density, setbacks) would be permitted. As opposed to requiring affordable units within a specific project, the developer could be required to build the units in an alternate location.

Additional details that could be included in the regulations are:

- the size of residential developments requiring inclusionary zoning
- the timelines for maintaining units as affordable housing
- the percentage of units in a development required to be affordable
- the possible exemption of specific developments

Municipalities must also set procedures to administer affordable housing units to ensure they remain affordable over the long term. This could be done through agreements registered on title that are enforceable. Reporting on affordable housing units will also be required.

The Ministry of Municipal Affairs and housing outlines twelve matters to be addressed for future inclusionary zoning regulations as follows:

- Program Targets
 - Define demographic needs, and eligibility criteria
- Price and Rent
 - Area median income or average purchase price of homes in the area
- Number of Units
 - Percentage of units required for affordable housing in developments
- Affordability Period
 - How long is reasonable to ensure units remain affordable
- Threshold Size
 - How to determine if affordable units will be required in a development (number of units vs. land size)
- Measures and Incentives
 - Supportive Zoning:
 - Increased Height and Density
 - Reduce Parking or Design Requirements
 - Application Fee Waivers
 - Development Charge or Property Tax deferrals
 - Expedited Planning Process
- Requirements and Standards
 - Setting limitations for units in relation to square footage, number of bedrooms, lot coverage or exterior access requirements
- Agreements
 - Registration on title to ensure the units stay affordable overtime must be enforceable in order to be effective
- Administration, Monitoring and Reporting
 - Municipal monitoring to ensure the inclusionary zoning is meeting goals and objectives
 - Rectifying annual incomes of renters, reviewing sales of affordable units
- Planning Act Section 37 (Height and Density Exemptions)
 - Land subject to inclusionary zoning would not be eligible for exemptions
- Transition Period
 - Existing applications in progress could be grandfathered

Secondary Suites

In 2012, changes to the Planning Act required municipalities to allow for secondary suites in residential units or structures accessory to residential units. In 2016, the County of Wellington passed the Official Plan Update 2016-99 to allow for these secondary units. The Minto Zoning By-law update is anticipated in the early half of 2017 to set out specifications for these accessory dwellings or secondary units (floor area, parking, etc.).

When proclaimed, the Development Charges Act will exempt secondary suites from development charges. Secondary Suites, such as basement or above garage apartments, are potential sources of affordable housing that allow homeowners to earn extra income.

Social Housing

Changes to the Housing Services Act would provide local service managers with more flexibility in administering and delivering social housing. This flexibility would give local service managers the opportunity to provide Ontarians to access a range of housing options and social housing alternatives. The changes could also help to reduce wait lists, as people would be able to find and apply for the housing and supports they need more quickly and easily.

Residential Tenancies Act

Changes to the Residential Tenancies Act would help to prevent unnecessary evictions from social housing. These changes would also provide for local enforcement of rental property maintenance standards for tenants and landlords in all municipalities. Municipalities not currently enforcing residential rental maintenance standards will be required to do so by July 2018. The ministry is to provide further details on how it will partner with municipalities to develop this process by drawing upon best practices and shared service approaches.

The impact of the changes is not yet known. Staff will work with County Planning to ensure Minto meets any reporting requirements and applies inclusionary zoning according to the new legislation. One example that should be consistent with the regulation is the Harriston Senior School development with its mix of single family, semi-detached and multiple family housing. If the legislation were in place last year it might have restricted appeal on the affordable housing part, although issues of setbacks and density could still have been used to hold up the project.

RECOMMENDATION

THAT Council receives the Building Inspectors report on the Promoting Affordable Housing Act, 2016 for information.

Stacey Pennington,
Building Inspector



TOWN OF MINTO

DATE:

March 1, 2017

TO:

Mayor and Council

FROM:

Stacey Pennington, Building Inspector

SUBJECT:

Site Plan Approval, Wellington County Housing,
250 Daly Street, Palmerston

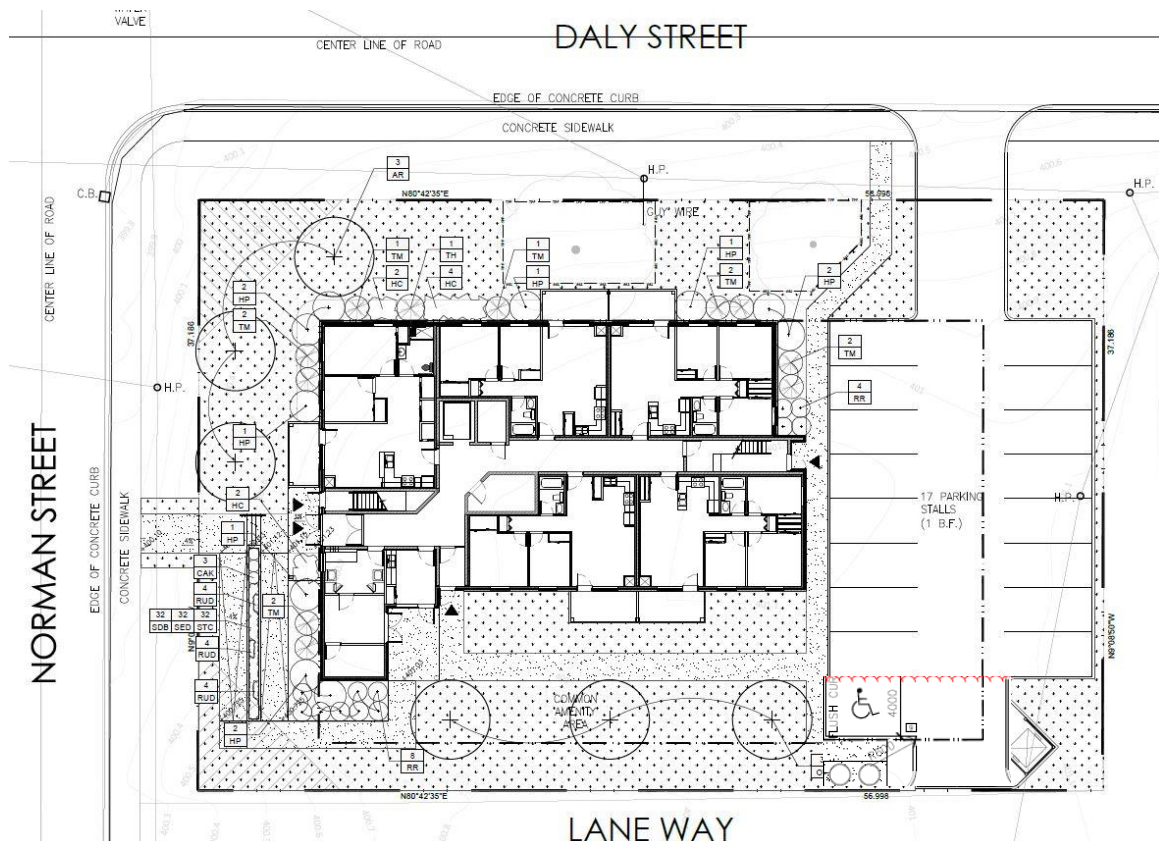
STRATEGIC PLAN

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

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

BACKGROUND

Wellington County proposes to build an 11 unit housing project on vacant lands that once housed the former OPP building demolished in 2014. Clerks, Building and Public Works staff along with Triton Engineering and County Planning the site plan submitted and were pleased with the detail provided and the overall look and design of the project.



The site plan shows the following development details:

- Two story, 11 unit apartment building corner of Norman and Daly Street
- 17 space paved parking area including one barrier free space, for the proposed apartments; use existing entrance off Daly Street with access to the Lane to the south
- Accessible concrete sidewalk from paved parking area to the side entry of the apartment building. Accessible sidewalk including a ramp from Norman Street to the main entrance.
- A deep-well garbage and recycling collection system in lieu of screened bins: fully accessible; odour control; and visually pleasing.
- Aesthetically pleasing landscaping including the planting of mature trees and planter boxes with a variety of shrubs and foliage.
- Proposed site complies with the Zoning including building setback, lot coverage parking and other applicable zoning requirements

The proposed front (west) elevation and rear (south) elevation are shown below:



The following shows the deep well garbage/recycling system and driveway to the laneway.



COMMENTS

Additional detail on the function of the garbage/recycling units is needed to ensure their use and maintenance does not impact on sight lines in the laneway. Public Works will discuss improvements needed to the laneway to support this project and improve access to all lands. Town policies require sidewalks be 1.5m wide for accessibility and maintenance reasons. Public Works will work with the County on sidewalk improvements on the periphery of the site to enhance the overall look and function of the development.

The existing sewer on Norman Street is 8" clay tile and the roadway itself is in need of repairs. Public Works is evaluating the condition of the street to determine if this should be an opportunity to reconstruct the road once servicing laterals are installed for the project. Cost sharing on these items will improve the infrastructure and the overall look and function of this much needed project.

FINANCIAL CONSIDERATIONS

No security to the site plan agreement is needed for County projects. All other standard fees would apply. The Town and County can set out the details of all infrastructure improvements including cost sharing in the site plan agreement applicable to the project.

RECOMMENDATION:

In consideration of the report from the Building Inspector dated March 1, 2017, Council approves the following documents for the County of Wellington Housing, 250 Daly Street, Palmerston:

- a) General Site Plan, Grinham Architects dated Feb 10 2017
- b) Landscape Plan, Aboud & Associates Inc. dated Feb 8 2017
- c) Site Plan, Van Harten Surveying, dated Feb 8 2017
- d) Site Lighting Plan, Dorey Designs, dated Feb 8 2017
- e) Elevations, Grinham Architects dated Feb 8 2017

Subject to the execution of a site plan agreement with the Town requiring, among other matters, confirmation of the use of the proposed garbage storage, and the width of the proposed sidewalk.

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

Stacey Pennington
Building Inspector

**TOWN OF MINTO**

DATE: March 1, 2017
REPORT TO: Mayor and Council
FROM: Chris Harrow
SUBJECT: Master Fire Plan Update

STRATEGIC PLAN:

6.3 Support the Fire Department's mission to service the community with high standards of emergency response and fire prevention programs to ensure a safe environment for residents and to protect local business and property.

6.4 Maintain and enhance the local volunteer fire fighter model in Minto, and take a leadership role in setting standards for municipalities this size by ensuring training, equipment and vehicles available to volunteers compares with a full time fire service.

BACKGROUND:

In 2012, staff undertook the process of writing a Master Fire Plan for the Minto Fire Department, entirely “in house” without the use of consultants. Firefighters, community members and members of Council helped write the document. Council reviewed the final plan and accepted it as a guideline.

For the past 5 years, the Plan was used to give guidance in determining priorities of Minto Fire. The accompanying presentation shows how many of the objectives have been accomplished. A great deal of the Plan is complete and has moved the organization forward significantly over its effective period.

COMMENTS:

It is time to update the Plan using a basic methodology prepared to complete the process. The accompanying presentation demonstrates how the update will be completed and who is proposed to be involved. The Plan update will be completed “in house” by Minto Fire personnel with the approval of Council expected sometime in June. During the process Council will be invited to provide input into the future of Minto Fire.

FINANCIAL CONSIDERATIONS:

No budget money is required for the re-write. Only regular meeting reimbursements will be required for committee participants.

RECOMMENDATION:

That Council of the Town of Minto accept the Fire Chief's report and presentation and approve the process for completing the update of the Master Fire Plan.

Chris Harrow, Fire Chief



Minto Fire Department

MASTER FIRE PLAN UPDATE



MINTO FIRE DEPARTMENT

COMMUNICATION OBJECTIVES



COMMUNICATION

- THAT the Minto Fire Department provide necessary staff time to utilize social media and continue to explore ways to utilize the website more effectively
 - Accomplished by hiring of Administration Coordinator
- THAT the Minto Fire Department provide training sessions on Radio Operations to all members of the department and place operating guidelines in the Radio Rooms
 - Radio upgrades are ongoing and will continue into this year with hopeful completion in 2018



COMMUNICATION

- THAT the Minto Fire Department continues to include the purchase of new pagers in future budgets in order to improve pager communications
 - Pager purchasing has been ongoing and will continue throughout the next plan
- THAT the Town of Minto Emergency Planning Committee writes a resolution to look at better ways to communicate between EMS & Police
 - Been brought up, but so far has not been accomplished. Out of our scope
- THAT the Minto Fire Department provide contact sheets yearly to the members of the department to improve internal communications
 - Completed every year usually in January or February



MINTO FIRE DEPARTMENT

PUBLIC EDUCATION



PUBLIC EDUCATION

- THAT the Minto Fire Department create a yearly calendar of Pub Ed events to increase information sharing among divisions and assist with scheduling
 - Calendar completed every year for all divisions making it easier for firefighters to plan
- THAT the Minto Fire Department discusses ways to improve Fire Safety education within schools with school liaisons or any other partnerships that come available
 - Safe Kids Day has been implemented and is running very well



PUBLIC EDUCATION

- THAT the Minto Fire Department's Public Education Division streamline school programs to target grades four to six
 - Safe Kids Day
- THAT the Minto Fire Department's Public Education Division investigate developing different programs for older elementary school grades
 - Not completed, will look at in next plan



PUBLIC EDUCATION

- THAT the Minto Fire Department investigate the viability of a Fire Safety Day Event in Minto
 - Implemented and now entering our 4th year
- THAT the Minto Fire Department create a program to target Senior Citizens in Minto
 - Not completed



PUBLIC EDUCATION

- THAT the Minto Fire Department explores partnerships with the Chamber of Commerce to increase public education programs within Minto Businesses
 - Completed numerous partnerships in the community to distribute our public education message
- THAT the Public Education Division creates a master 5 year plan to set out their goals for what they want to accomplish. This will also lead to a 5 year budget plan to help finance these ideas
 - Not formally complete, but discussed numerous times and various projects have been implemented



MINTO FIRE DEPARTMENT

FIRE PREVENTION



FIRE PREVENTION

- THAT the Minto Fire Department explores partnerships with the Chamber of Commerce to increase fire inspection awareness within Minto Businesses
 - Had a summer student complete building layouts for numerous buildings in Minto, in the process of completion
- THAT the Minto Fire Department begins to complete more inspections based upon the Risk Assessment Document
 - Hire a Fire Prevention Officer part time to complete more inspections



FIRE PREVENTION

- THAT the Minto Fire Department in the mid-future increases inspections to ensure all industrial, mercantile and assembly occupancies are fire safe
 - **Hired part time FPO**
- THAT the Minto Fire Department continues to increase their role in plans review with the Town of Minto Building Department
 - **Hired part time FPO**



MINTO FIRE DEPARTMENT

APPARATUS



APPARATUS

- THAT the Minto Fire Department continue to follow and finance the twenty five year truck plan created by the Truck Committee
 - Still following the plan
- THAT the Minto Fire Department investigates methods of improving technology on the truck to assist with emergency responses. This could include but is not limited to GPS, computers, tablets, etc.
 - Purchased tablets, purchased iamresponding, upgraded computers



APPARATUS

- THAT the Minto Fire Department prepares an annual maintenance program for all motorized equipment to ensure all equipment is maintained properly and efficiently. This should enhance the life of all equipment involved
 - Partially completed – Pump tests, SCBA Flow tests and ladder testing all scheduled regularly.



MINTO FIRE DEPARTMENT

TRAINING



TRAINING

- THAT the Minto Fire Department diversify training instructors to better utilize knowledge within the department
 - **Work in progress**
- THAT all auxiliary firefighters must complete Mod A & B within 2 years of being hired
 - **Completed with new county recruit program**
- THAT all Senior Staff of the Minto Fire Department must keep up to date on courses in order to maintain senior status
 - **Work in progress – new NFPA programs**



TRAINING

- THAT the Minto Fire Department increase the training budget to accommodate more training opportunities for firefighters
 - Complete
- THAT the Training Division offer live fire training mandatory for all firefighters once per year
 - To be incorporated in the next plan



MINTO FIRE DEPARTMENT

ADMINISTRATION



ADMINISTRATION

- THAT the town staff and fire department staff look into the possibility of sharing more resources in order to save some money and streamline IT services in the Town of Minto
 - Done, shared email server & IT company
- THAT the Minto Fire Department creates an orientation package for auxiliary firefighters to improve understanding of Department expectations
 - Completed, packages available for new recruits



ADMINISTRATION

- THAT the Minto Fire Department creates equipment replacement plans for all major equipment
 - **Complete**
- THAT the Minto Fire Department continues to proactively recruit new auxiliaries to prepare the Department for future staff changes
 - **3 new recruits 2017, haven't actively recruited since 2013**
- THAT the Minto Fire Department investigates into the possibility of upgrading outdoor public education signs to be electronic display boards at both Palmerston and Harriston stations
 - **Palmerston's was purchased in 2015, Harriston has the Library sign**



MINTO FIRE DEPARTMENT

FIRE SUPPRESSION



FIRE SUPPRESSION

- THAT the Minto Fire Department explores the possibility of installing software at each of the Stations to assist with tracking of Fire Fighters responding to the Hall
 - **lamresponding app has been installed**
- THAT the Minto Fire Department creates a Confined Space Rescue team available to respond to all confined space emergencies within the Town
 - **Confined Space Team established in 2014**
- THAT the Minto Fire Department tries to partner with neighbouring departments to look at Water & Ice Rescue Service options
 - **Water Rescue Team established 2015/2016**



FIRE SUPPRESSION

- THAT the Minto Fire Department consults with the Director of Public Works to install green light education signs at the entry of all three towns
 - Still working on it
- That the Minto Fire Department ratify a formal agreement with the Township of Wellington North for Automatic Aid in the top portion of the Town of Minto. The area will be researched and figured out by the Minto Fire Chief and the closest two Fire Stations will respond to the designated area
 - Complete



ANY QUESTIONS?

- Comments,
- Concerns,
- Discussion,
- Thoughts,
- Questions
-



Master Fire Plan

2017-2019 | Update

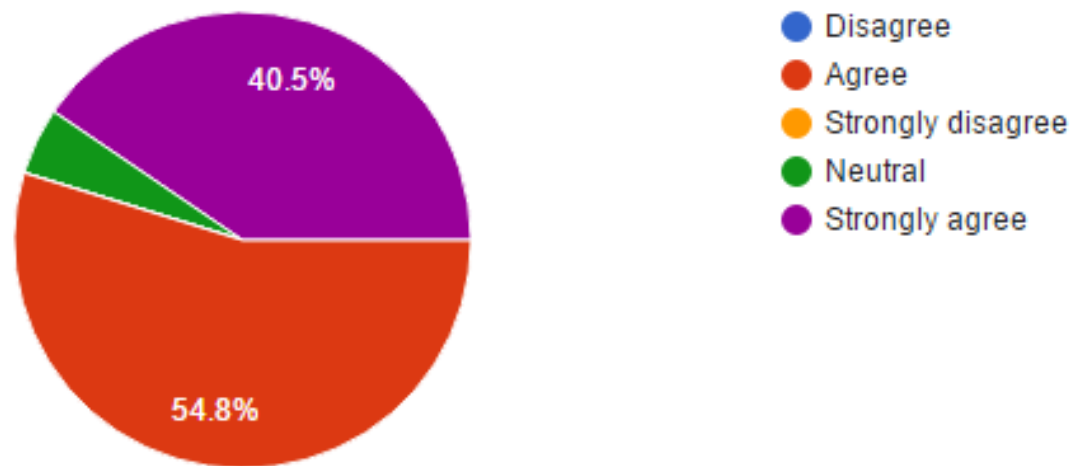
Project Scope

- Results of FF, Spousal & Community survey
- Establishment of Master Fire Plan Committee
- Writing of Updated Plan
- Final Input from Firefighters
- Presentation to Council

Survey Results

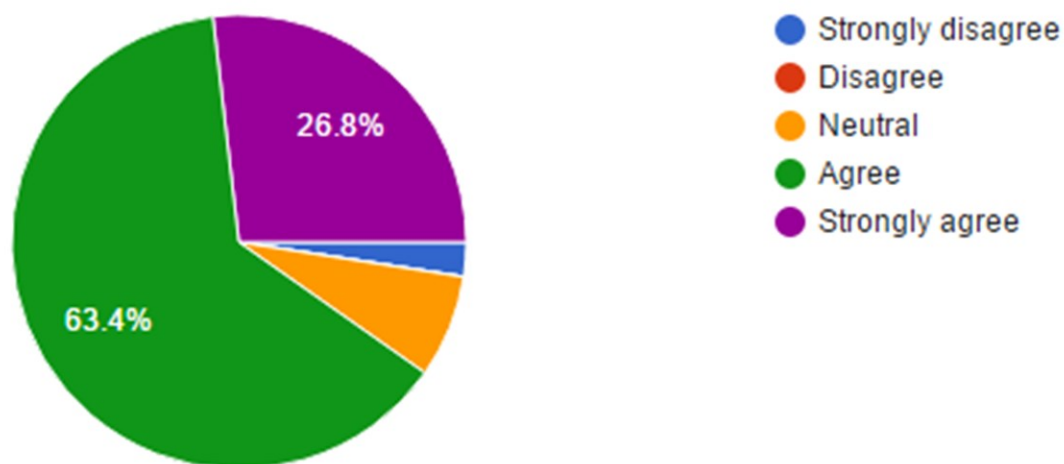
Firefighter Survey
51% return rate

I feel prepared and properly trained to do my job at Minto Fire (42 responses)

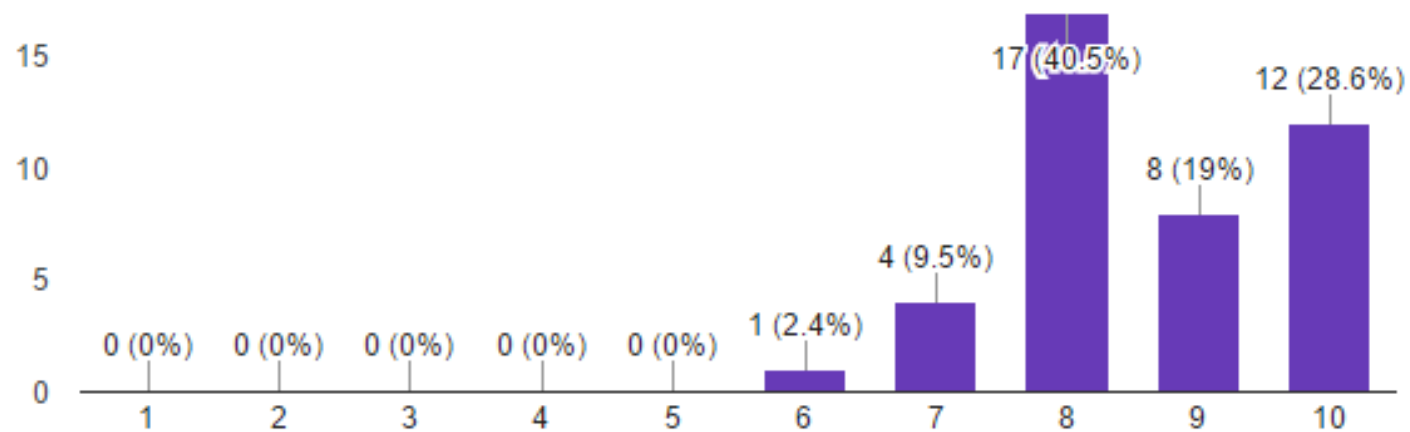


I feel the equipment supplied meets our needs and have no issues with the quality of the equipment supplied.

(41 responses)

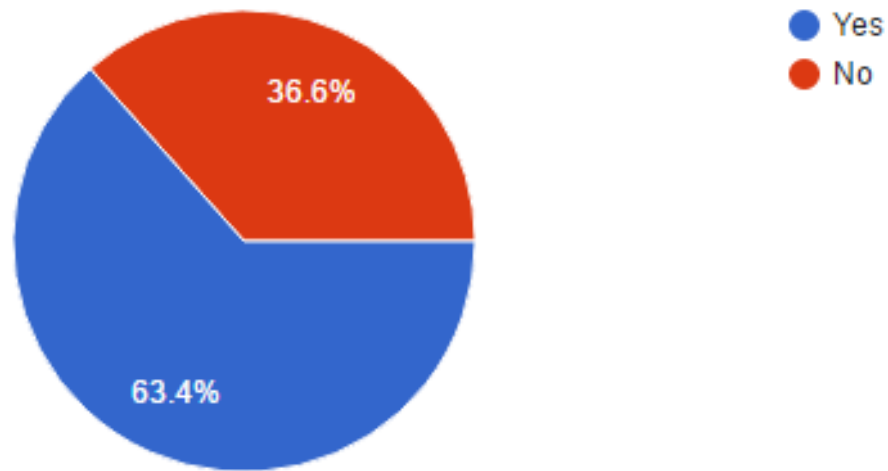


Overall, rate your satisfaction with Minto Fire as an organization. (42 responses)



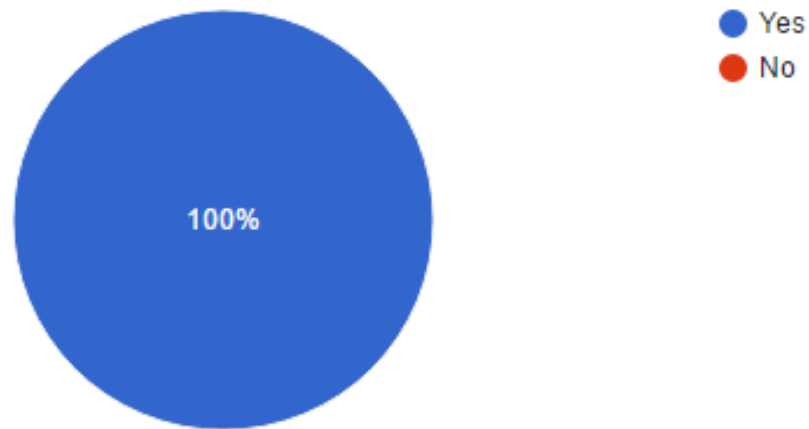
Are you interested in becoming more involved in a wellness program including some learning on mental health issues?

(41 responses)



Do you think a mass text message to all firefighters would be beneficial for getting important information out?

(42 responses)



Please list any training programs or courses you feel would benefit you or Minto Fire.

- Live Fire Training
- Leadership Training
- PTSD/ Mental Health Signs & Symptoms Recognition Training

Are there any other programs you would like to see Minto Fire expand into?

- Most areas covered between the 3 stations
- Not really

Establishment of Master Fire Plan Committee

- 2-3 Members from Each of the 3 Stations
- Management Team Members
- 1-2 Councilors

Members of the
Committee

Time Frame for Writing of Plan

March - April 2017

Committee meets and writes
recommendations

May 2017

Final Draft presented to Committee and
Firefighters

June 2017

Presentation to Council of Final Plan



TOWN OF MINTO

DATE: February 27, 2017

REPORT TO: Mayor and Council

FROM: Annilene McRobb, Deputy Clerk

SUBJECT: Fees and Charges By-law Amendments 2017

STRATEGIC PLAN:

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

BACKGROUND:

This report outlines increases in fees and charges proposed for 2017. Public notice was given as required by the Town's notification by-law that revised fees will be considered at the March 7 Council meeting. Staff has not had any feedback on the proposed increases in fees and charges. If a member of the public shows up at the Council meeting, they may be heard if it is the wish of the majority of Council, but it is not required that they be heard.

COMMENTS:

Fees and charges were last updated in 2016 by passing of Bylaws 2016-12, 2016-23 and 2016-32. This year, a new By-law would be adopted repealing all previous By-Laws so there is no confusion as to which by-law is in effect. The proposed changes this year affect Schedules C, D, E, F, G and I.

Schedule C

The cost of enforcement of the Building Code Act was more than the revenue gained by Building Permit Fees as per reporting by the Chief Building Official last Council meeting. The new fee structure should increase revenue by approximately \$50,000 per year, which will decrease the tax support contribution to the Building Department to about \$30,000 to \$40,000. This fee schedule was passed on February 21, 2017 by By-law 2017-15 and is required to be updated on the Fees and Charges By-law.

Schedule D

The changes provided are part of the 3-year rate plan Recreation presented in 2016.

Schedule E

The proposed changes add a water and sewer inspection charge for new buildings (also in Schedule I) of \$125.00. This fee will be in lieu of charging a \$75 inspection charge and \$75 water on/off charge. Although this will save the owners \$25, having this "one time" charge

will streamline billing and issues with plumbers turning on the water for system checks, which takes staff time investigating the water usage and back billing.

The \$50 per year increase for the costs of the Palmerston parking permits helps cover costs associated with lot upkeep; there has not been a change in this cost since 2006.

Schedule F

The proposed increase of \$10.00 for reviewing Risk & Safety Management plans covers some staff time, and the \$25.00 increase for Fire Extinguisher Training helps cover staff time for training and preparation. The small amount of revenue generated with these increases will help ensure most of the services are cost recovery, including any equipment used to perform the training.

Schedule G

The fee to implement Policy 2.4 Requirements for Keeping of Backyard Hens increases from \$50 to \$75 per year.

Schedule I

- Item 4 d) Schedule E, is a one-time charge of \$125.00 for inspection and water “turn on” for new buildings.
- Item 8 a) applies a meter removal and reinstallation charge of \$150.00 where the owner requests temporary removal of the water meter from their premises, for any reason including summer business closing, winter shut off. The fee also includes staff time.
- Item 9 a) imposes a \$275 (plus HST) charge for water meter testing to prevent vexatious and repeated requests. The amount is refunded if a faulty meter is found.

FINANCIAL CONSIDERATIONS:

The changes being proposed will not have a large impact on the finances of the Town, with the exception Schedule C (Building Permit Fees) which will decrease the amount being used from the tax base in order to cover the costs.

RECOMMENDATION:

That Town of Minto Council receives the Deputy Clerk’s February 27, 2017 report regarding the Fees and Charges By-law Amendments 2017, and that Council considers adopting a By-law in regular session.

Annilene McRobb, Deputy Clerk

PROPOSED CHANGES TO THE FEES AND CHARGES BY-LAW

SCHEDULE C

| 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 | 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 |
| 3 | Group D & E Occupancies | | |
| | a) New Construction | \$300.00 | \$0.80 |
| | b) Renovation/Alteration | \$200.00 | \$0.40 |
| 4 | Group F Occupancies | | |
| | a) New Construction | \$300.00 | \$0.45 |
| | b) Renovation/Alteration | \$200.00 | \$0.45 |
| 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 |
| 6 | Accessory Structures | \$200.00 | \$0.45 |
| 7 | Demolition Permits | | |
| | 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, School Portable, Etc) | | \$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 |

Notes To Table:

- a) 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) 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
Inspection requested and not ready or repeated failed inspections: a fee of \$90.00
- d) shall apply per inspection

**** Updated Permit Fees were passed by By-law on Tuesday February 21, 2017 By-law No 2017-15, update to the Fees and Charges By-law only**

SCHEDULE D (RECREATION)

| Arena | 2017 |
|---|---|
| Adult | \$124.00 / hour** \$126.00 / hour** |
| Local Youth Organized Sport (Saturdays) | \$93.00 / hour** \$95.00 / hour** |
| Local Youth Organized Sport | \$101.00 / hour** \$103.00 / hour** |
| Out of Town User (Minor Only) | \$112.00 / hour** \$114.00 / hour** |
| Ball Diamonds | |
| Minor | \$32.00 / player** \$34.00 / player** |
| Soccer Fields | |
| Minor | \$32.00 / player** \$34.00 / player** |

SCHEDULE E (PUBLIC WORKS)

| | |
|--|---|
| Water and Sewer Inspection of new Buildings (including turn on) | \$125.00 |
| Palmerston Parking Permits | \$150.00/annually \$200.00 annually |

SCHEDULE F (FIRE)

| | |
|--|--|
| Reviewing Risk & Safety Management Plans | \$40.00 per hour per staff member \$50.00 per hour per staff member |
| Fire Extinguisher training sessions | \$50.00 per hour, one hour minimum \$75.00 per hour, one hour minimum |

Extraordinary Expenses

If Minto Fire responds to a fire or other emergency at a property and determines, or the Fire Chief or Deputy Chief determines, that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water, and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Minto Fire for retaining a private contractor, renting special equipment and/or using consumable materials, as applicable.

If Minto Fire responds to a fire or other emergency at a property and incurs damage or contamination to equipment such as personal protective equipment, hoses or other non-consumable materials that require cleaning and decontamination or replacement thereof, as a result of the service to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire & Emergency Services for cleaning and decontamination or replacement of equipment, as applicable, and shall be recovered as a fee under this By-law.

SCHEDULE G (ANIMAL LICENCING)

Addition of the following as per Policy 2.4 Requirements for Keeping of Backyard Hens:

Backyard Hen Licensing Fee - \$75 per year

SCHEDULE I (WATER AND SEWER)

The addition of the following charges:

4. Service Charge

d) New buildings will receive a 1 time charge of \$125.00 for Inspection of water/sewer and water turn on as required (up to a maximum of 3 times).

8. Temporary Removal and Reinstallation Charge

a) A charge of \$150.00 (plus HST) shall be payable for a temporary removal and reinstallation charge.

9. Meter Testing Charge

a) A charge of \$275 (plus HST) shall be payable prior to commencement of water meter testing.



Sewer Use & Connection By-law



Public Works, Triton Engineering, Building & By-law, C.A.O. Clerk's Departments

January 2017

BACKGROUND

- Harriston Lagoon System design for $\pm 2,400 \text{ m}^3$ per day. Average daily flow $< 1700 \text{ m}^3$. Reserve capacity $\pm 700 \text{ m}^3$ per day. Serves $\pm 2,010$ people; 760 households.
- Clifford Lagoon System design for $\pm 500 \text{ m}^3$ per day. Average daily flow $< 330 \text{ m}^3$. Reserve capacity $\pm 170 \text{ m}^3$ per day. Serves ± 760 people; 310 households.
- Palmerston Treatment Plant design for $\pm 2,010 \text{ m}^3$ per day. Average daily flow $< 1425 \text{ m}^3$. Reserve capacity $\pm 585 \text{ m}^3$ per day. Serves $\pm 2,720$ people; 1025 households.

LEGAL AUTHORITY

- Municipal Act 2001 s11,s80-87, Part III, Part XIV
 - within the “Public Utilities” sphere of jurisdiction which includes sewage treatment, collection of sanitary sewage
 - Entry on private lands for sewage facilities
 - Enforcement of municipal bylaws and other requirements



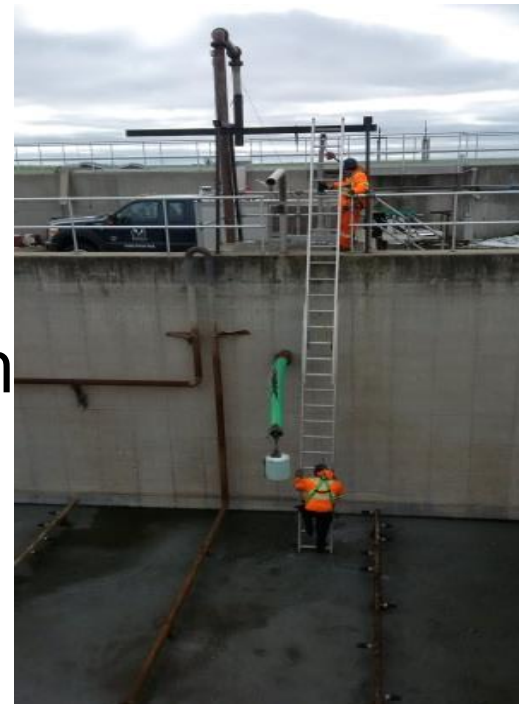
Part 1: Definitions

- Combined sewer - for sanitary waste & stormwater
- Pretreatment - a facility designed to remove material from wastewater to comply with bylaw effluent levels
- Private Sewer Connection - drains or pipe within property limits leading to municipal sewer connection
- Spill - discharge into wastewater works, storm sewer or environment abnormal in quantity or quality



PART 2: Stormwater

- Public Works Director must approve all flow across public lands
- Private stormwater drainage facilities must be maintained in good order
- Cannot discharge on to public land anything that impacts on public drainage works (excess flow, high temperature, chemical or biological hazards)



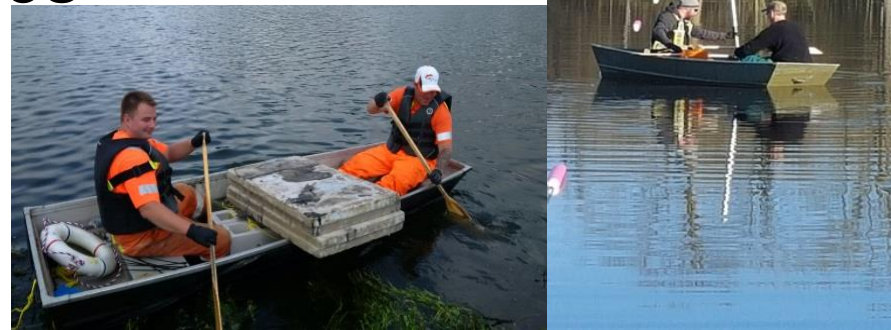
PART 3: Sanitary Sewers

- Allow only domestic wastewater or other waste water meeting bylaw into Town sewers
- Cannot discharge into Town sewers anything that impacts on operation (excess flow, high temperature, chemical or biological hazards)



PART 4 COMBINED SEWERS

- Combined storm and sanitary sewers not allowed if trunk and outlet are adequate
- If combined sewer cannot be separated then discharge must meet rules for both
- Town encourages reduction of combined services through infrastructure upgrades
- Use enforcement, incentives



PART 5: DILUTION

- Cannot dilute discharge into a storm sewer, sanitary sewer or combined sewer to meet bylaw

PART 6: SAMPLING

- Allows for collecting samples to assess compliance
- Can sample separate sources
- Sets standard for sampling MOEE protocol





PART 7: SELF MONITORING

- Town can require user to conduct sampling and provide the results at the users sole expense

PART 8: ADDITIONAL STUFF

- Food or Vehicle Oil/Grease Interceptors, Sediment Interceptors, Pre-treatment Facilities to be installed and maintained right, keep records, supply to Town
- Extra Strength Surcharge agreement may be signed with Town to temporarily bylaw
- Dental Amalgam Separators

PART 9: NO ALTERNATE WATER SOURCE

- Only municipal water discharged into a sewer unless Town approved; no pool water which also cannot be placed over a hill or onto adjoining lands
- Pools and spas may evaporate on private property

PART 10 SPILLS

- Immediate danger report Spills Action Centre
- Report to Director and Landowner
- Detailed report to Town within 5 days
- Town recover costs for spill involvement





PART 11: TOWN INVESTIGATE

- Can investigate as needed to meet bylaw
- Place testing equipment on private systems
- Sample effluent from any source
- Inspect chemicals on a property including MSDS sheets and other records
- Collect information from any person on a matter related to a discharge
- An offence to hinder or prevent investigation

PART 12: SEWER CONSTRUCTION

- All connections Town approved and meet Provincial or other agency standard
- Town may disconnect where wastewater is hazardous, causes adverse effect or dangerous
- Can also disconnect rainwater but must provide five days written notice
- Can recover costs for disconnection
- Owners must maintain private sewer and if not Town can do so and charge cost to owners

PART 12: CONTINUED

- No work on Town property on a sewer without a contract; must meet Town and Provincial rules
- Sewer connections approved by CBO according to the Ontario Building Code
- Connection to sewer is mandatory where it is nearby (same as water); notice requirements also the same as water
- May require any number of sewer connections
- Mandatory connection wellhead protection area

PART 13: GENERAL

- Enforced by Town bylaw officers; not lawful to interfere with enforcement
- Sewage works cannot be tampered with or broken and testing and flow devices preserved
- No person can enter any part of the sewage system without approval (manhole, plant)
- Damage from non complying discharge is responsibility of owner
- Validity and Severability section of bylaw



PART 14 INFORMATION

- Information collected complies with MFIPPA

PART 15 MONITORING ACCESS

- May require multiple monitoring access points
- Access points required to be close to lot line

PART 16 COMPLIANCE PROGRAMS

- Industry can ask for program to comply
- Terms on program length, termination, agreements, failure to comply

PART 17: OFFENCES, PENALTY

- Individual first offence up to \$10,000 and up to \$25,000 each subsequent
- Corporation first offence up to \$50,00 and up to \$100,000 each subsequent
- Can charge offence (issue ticket) in Schedule B

PART 18: REPEALS

- Repeals all previous bylaws on this subject



SCHEDULES & QUESTIONS

- Schedule A is list of prohibited chemicals
- Schedule B is set fine for offences listed

Thank you to staff team that worked on the bylaw;
a lot time and effort to get a bylaw consistent with
current Town practice

Questions/Comments



The Corporation of the Town of Minto

By-law No. 2016-XX

Bylaw to regulate collection and treatment of sanitary sewage and storm water in the Town of Minto

WHEREAS The Corporation of the Town of Minto (the “Town” or the “municipality”) operates water production, treatment, storage and distribution systems and systems for the collection and treatment of sewage;

AND WHEREAS under Section 11 of the Municipal Act, 2001 (the “Act”) the Town may pass by-laws within the “Public Utilities” sphere of jurisdiction which includes sewage treatment, collection of sanitary sewage;

AND WHEREAS subsection 9 (3) of the Act provides that a by-law under Section 11 respecting a matter may “regulate or prohibit respecting the matter” and “require persons to do things respecting the matter”;

AND WHEREAS Part III of the Act (Specific Municipal Powers) under the heading “Public Utilities” contains specific powers and provisions with respect to such systems;

AND WHEREAS Part XIV of the Act (Enforcement) provides that the Town may pass By-laws providing that any person who contravenes a by-law passed under the Act is guilty of an offence, and contains other enforcement provisions;

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

1.0 DEFINITIONS

As used in this bylaw, the following terms shall have the meanings indicated:

ACCREDITED LABORATORY - Any laboratory accredited by an authorized accreditation body in accordance with a standard based on “*CAN-P-1585: Requirements for the Accreditation of Environmental Testing Laboratories*” established by the Standards Council of Canada, as amended, or “*ISO/IEC/EN 17025: General Requirements for Competence of Calibration and Testing Laboratories*” established by the International Organization for Standardization, as amended.

BEST MANAGEMENT PRACTICES (BMP) - An integrated plan to control and reduce the release of restricted and prohibited waste into the wastewater works to a practicable extent, through methods including physical controls, pre-treatment processes, operational procedures and staff training.

BIOCHEMICAL OXYGEN DEMAND (BOD) - The five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in Standard Methods.

BIOMEDICAL WASTE - Waste as defined in the Ministry publication entitled “Guideline C-4: The Management of Biomedical Waste in Ontario” dated November 2009, as amended or subsequent legislation or approved Provincial guideline.

BLOWDOWN WATER - Recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system.

CHEMICAL OXYGEN DEMAND (COD) - A measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic matter.

CLEAR-WATER WASTE - Includes non-contact cooling water and other water that has not come into contact with wastewater contaminant sources.

CODE OF PRACTICE - A set of practices applicable to specific industrial, commercial or institutional sector operations; a code of practice identifies mandatory procedures, equipment, training or other provisions required as a condition of wastewater discharge into the sewer system by the specified sector discharger.

COMBINED SEWER - A sewer intended to function simultaneously as a storm sewer and a sanitary sewer.

COMBUSTIBLE LIQUID - A liquid that has a flash point not less than 37.8 degrees Celsius, and not greater than 93.3 degrees Celsius.

COMPLIANCE PROGRAM – The required steps undertaken by an existing discharger to bring wastewater discharged into the municipal sewer into compliance with the terms and conditions of this Bylaw or related permit, such compliance programs shall apply to existing dischargers only, and new discharges must fully comply with the requirements of this bylaw.

COMPOSITE SAMPLE - A volume of wastewater, storm water, uncontaminated water, clear-water or effluent made up of three or more grab samples that have been combined automatically or manually and taken at intervals during the sampling periods.

CONNECTION or DRAIN - That part or those parts of any pipe or system of pipes leading directly to a wastewater works.

COOLING WATER - Water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product or finished product, but does not include blowdown water.

DENTAL AMALGAM - A dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.

DENTAL AMALGAM SEPARATOR - Any technology, or combination of technologies, designed to separate dental amalgam particles from dental operation wastewater.

DESIGNATED SECTOR OPERATIONS – Industrial, commercial or institutional sectors required to adopt Codes of Practice.

DISCHARGER – The person, corporation, institution or entity responsible for the use, operations and activities of a property, building or structure and the related discharge or flow of sewage, storm water, materials, and similar into the municipal sewage collection system or storm water management system.

DOMESTIC WASTEWATER - Waste produced on a residential premises, or sanitary waste and wastewater from showers and restroom washbasins produced on a non-residential property.

EXTRA STRENGTH - Refers to wastewater released to the sewer that is higher in concentration for one or more constituent concentrations set out in Schedule B or containing constituents identified in Schedule B.

FLOW MONITORING POINT – An access place to the sewer service for the purpose of:

- 1) Measuring the rate or volume of wastewater, storm water, clear water waste or subsurface water released from the premises; and
- 2) Collecting representative samples of the wastewater, storm water, clear water waste or subsurface water released from the premises.

FUELS – Alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel.

GRAB SAMPLE – A volume of wastewater, storm water, uncontaminated water or effluent which is collected over a period not exceeding 15 minutes.

GROUND WATER – Water beneath the earth’s surface accumulating as a result of seepage.

HAULED WASTE – Any industrial waste which is transported to and deposited into any location in the wastewater works, excluding hauled wastewater.

HAULED WASTEWATER – Waste removed from a wastewater system, including a chemical toilet, a portable toilet or a wastewater holding tank, or a recreational vehicle (RV).

HAZARDOUS SUBSTANCES – Any substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity, and is designated as a hazardous industrial waste, hazardous waste or hazardous waste chemical within the meaning of Ontario Regulation 347 as amended.

HAZARDOUS WASTE – Any Hazardous Substance disposed of as waste within the meaning of Ontario Regulation 347 as amended.

IGNITABLE WASTE – Is waste defined by Ontario Regulation 347, as amended or subsequent approved legislation or regulation.

INDUSTRIAL – Of or pertaining to manufacturing, commerce, trade, business or institutions as distinguished from domestic or residential.

INDUSTRY – Any owner or operator of industrial, commercial or institutional premises from which there is a discharge of any matter directly or indirectly into a sanitary sewer, combined sewer or storm sewer of the Town.

INSPECTOR – A person authorized by the Town to carry out observations and inspections and take samples as prescribed by this bylaw.

INSTITUTION – A facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, military bases. Some of these facilities produce non-residential discharges to sewers from, for example, laboratories, chemical use, industrial processes.

MATTER – Includes any solid, liquid or gas.

MONITORING ACCESS POINT – An access point, such as a chamber, in a private sewer connection to allow for observation, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein.

MUNICIPALITY – The Corporation of the Town of Minto.

MUNICIPAL SEWER CONNECTION – That part of any drain leading from the private sewer connection and connected to the municipal sewer and located within the limits of the public road allowance, or other public lands or public land interests held for sewerage purposes.

MULTIPLE MUNICIPAL SEWER CONNECTION – A municipal sewer connection providing service to two or more premises.

NON-CONTACT COOLING WATER – Water which is used to reduce temperature for the purpose of cooling and which does not come into direct contact with any raw material, intermediate or finished product other than heat.

NON-DOMESTIC WASTEWATER – All Wastewater except Domestic Wastewater, Storm Water, Uncontaminated Water, and Septic Tank Waste.

OIL AND GREASE – *n*-Hexane extractable matter as described in Standard Methods.

PATHOLOGICAL WASTE – Pathological waste within the meaning of Ontario Regulation 347, as amended.

PCBs – Any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them.

PERSON - An individual, association, partnership, corporation, municipality or an agent or employee of such a person.

PESTICIDE – A pesticide regulated under the Pesticides Act (Ontario).

POLLUTION PREVENTION – The use of processes, practices, materials, products or energy that avoid or minimize the creation of pollutants and wastes, at the source.

POLLUTION PREVENTION PLAN - A detailed plan that identifies operations or activities of an owner or operator of commercial, institutional or industrial premises identifying specific pollution prevention methods to be implemented within a specific time frame.

POLLUTION PREVENTION PLAN SUMMARY - A summary of the pollution prevention plan and a brief summary of an owner's or operator's progress towards its pollution prevention goals.

PRETREATMENT - The reduction, elimination or alteration of pollutants in wastewater prior to discharge into the sanitary sewer. This reduction or alteration can be obtained by physical, chemical, or biological processes, through pollution prevention, or by other means, except by diluting the concentration of the pollutants.

PRETREATMENT PROCESSES - one or more treatment processes or devices designed to remove sufficient matter from wastewater discharged into the municipal sewer to enable compliance with effluent limits established in this Bylaw. Pretreatment processes prevent or reduce and control the discharge or deposit of matter from the discharger's premises into the municipal sewer connection.

PRIVATE SEWER CONNECTION - That part of any drain or system of drains, including drains or subsurface drainage pipe for surface or subsurface drainage of the land in or adjacent to a building, lying within the limits of the private lands and leading to a municipal sewer connection whose responsibility for maintenance is the property owner's.

PROHIBITED WASTE – means prohibited waste as defined in Schedule “A” to this bylaw.

REACTIVE WASTE – A substance that:

- 1) Is normally unstable and readily undergoes violent changes without detonating;
- 2) Reacts violently with water;
- 3) Forms potentially explosive mixtures with water;
- 4) When mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
- 5) Is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
- 6) Is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;
- 7) Is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or
- 8) Is an explosive(Class 1) within the meaning of section 2.9 of the Transportation of Dangerous Goods regulations made under the Transportation of Dangerous Goods Act (Canada) as defined in the regulations under Ontario Regulation 347 as amended.
- 9) Is a reactive waste within the meaning of Ontario Regulation 347 as amended.

RESTRICTED WASTE – means restricted waste as defined in Schedule “B” to this bylaw

SAMPLING PORT – A valve, tap, or similar device on equipment, a drain pipe or at another suitable location, to allow for sampling, consistent with technical guidelines that the Town may establish from time to time.

SANITARY SEWER – A sewer for the collection and transmission of domestic or industrial wastewater or any combination thereof.

SEPTIC TANK WASTE – any Waste extracted from a cesspool, septic tank, sewage holding tank, seepage pit, interceptor or other containment for human excretion and wastes.

SEWAGE – means any liquid waste containing animal, vegetable or mineral matter in solution or in suspension, except uncontaminated water.

SPILL – A direct or indirect discharge into the wastewater works, storm sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge.

STANDARD METHODS – A procedure or method set out in *Standard Methods for the Examination of Water and Wastewater* published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, recent or latest edition.

STORM SEWER – A sewer for the collection and transmission of uncontaminated water, storm water, drainage from land or from a watercourse or any combination thereof.

STORM WATER – The water running off the surface of a drainage area during and immediately after a period of rain or snow melt.

SUBSURFACE DRAINAGE PIPE – A pipe that is installed underground to intercept and convey subsurface water, and includes foundation drain pipes.

SUBSURFACE WATER – Groundwater including foundation drain water.

TOTAL SUSPENDED SOLIDS (TSS) – Insoluble matter in liquid that is removable by filtration, as determined by the appropriate procedure described in Standard Methods.

TOTAL PAHs – The total of all of the following polycyclic aromatic hydrocarbons: Acenaphthene, acenaphthylene, anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i,)perylene, benzo(k)fluoranthene, chrysenes, dibenzo(a,h)anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, methylnaphthalene, naphthalene, phenanthrene, pyrene, acridine and quinoline.

TOXIC SUBSTANCE – any substance defined as toxic under the *Canadian Environmental Protection Act 1999*, as amended from time to time, within the meaning of Ontario Regulation 347 as amended, and as defined in Ontario Regulation 455 under the *Toxics Reduction Act* as amended.

TOWN – Means the municipality of the Town of Minto.

UNCONTAMINATED WATER – Water with a level of quality which is typical of potable water normally supplied by the Town.

WASTE DISPOSAL SITE LEACHATE – The liquid containing dissolved or suspended contaminants which emanates from waste (solid waste or garbage) and is produced by water percolating through waste or by liquid in waste.

WASTE RADIOACTIVE SUBSTANCES – Substances defined in the federal *Nuclear Safety and Control Act* and the regulations passed thereunder, as amended from time to time.

WASTEWATER – means the composite of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source.

WASTEWATER SLUDGE – Solid material recovered from the wastewater treatment process.

WASTEWATER TREATMENT FACILITY – Any structure or thing used for the physical, chemical, biological or radiological treatment of wastewater, and includes sludge treatment, wastewater sludge storage and disposal facilities.

WASTEWATER WORKS – Any works for the collection, transmission, treatment and disposal of wastewater, storm water or uncontaminated water, including a combined sewer, sanitary sewer or storm sewer, or any part of such works, but does not include plumbing or other works to which the applicable Building Code applies.

WATERCOURSE – An open channel, ditch or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently.

2.0 STORM SEWER REQUIREMENTS

2.1 No storm sewer collection device or inlets, including but not limited to, catch basins and drains on private property that connect to, outlet or flow across public lands shall be installed by any person unless approved in writing by the Director of Public Works.

2.2 Storm sewer collection devices or inlets located on private property shall be maintained in good order and repair by the owner of the lands.

2.3 No person shall discharge or deposit or cause or permit the discharge or deposit of matter on or into in-land drainage works, private branch drains or connections to any storm sewer as follows:

2.3.1 matter of any type or at any temperature or in any quantity which may:

- a) interfere with the proper operation or maintenance of a storm sewer, storm water management system or drain of any kind;
- b) obstruct or restrict the flow in storm water works or a storm sewer
- c) damage a storm sewer or storm water works
- d) result in a health or safety hazard to a person authorized by the Town to inspect, operate, maintain, repair or otherwise work on a wastewater works;
- e) result in hazard to any person, animal, property or vegetation;
- f) impair the quality of the water in any well, lake, river, pond spring, stream, reservoir or other water or watercourse;
- g) result in the contravention of an approval, requirement, direction or other order under the Ontario Resources Act or the Environmental Protection Act (Ontario) with respect to the storm sewer or its discharge; and

2.3.2 without limiting the generality of the foregoing, any of the following:

- a) water at a temperature greater than 40 degrees Celsius;
- b) water having a pH less than 6.0 or greater than 9.0;
- c) water containing more than 15 milligrams per litre of suspended solids;
- d) water containing dyes or colouring material which discolours the water unless approved by the Town;
- e) water containing solvent extractable matter of animal or vegetable origin or of mineral or synthetic origin which causes a visible film, sheen or discolouration on the water surface;
- f) water containing any of the following in excess of the indicated concentrations:

| | |
|-------------------------|--------------------------|
| 200 micrograms/litre | Chromium expressed as Cr |
| | Chromium expressed as Cr |
| 50 micrograms/litre | Zinc expressed as Zn |
| | Lead expressed as Pb |
| | Nickel expressed as Ni |
| 10 micrograms/litre | Copper expressed as Cu |
| 1 microgram/litre | Cadmium expressed as Cd |
| | Mercury expressed as Hg |
| 200 per 100 millilitres | Fecal Coliforms |

g) the following matter in any amount:

- Sewage, cooling water, blowdown water

h) the following materials in any amount:

- Automotive or machine oils and greases
- Fuels
- Paints and Organic Solvents
- PCBs
- Pesticides
- Severely Toxic Materials
- Waste Disposal Site Leachate
- Waste Radioactive Materials
- Dense Non-Aqueous Phase Liquids (DNAPLs) including but not limited to Dioxane-1,4, one or more Polycyclic Aromatic Hydrocarbons (PAHs), Tetrachloroethylene (PCE), Trichloroethylene or another DNAPL that could degrade to Trichloroethylene, Vinyl Chloride or another DNAPL that could degrade to Vinyl Chloride; and

j) the following hazardous wastes in any amount

- Acute Hazardous Waste Chemicals
- Combustible Liquids
- Hazardous Substances
- Hazardous Industrial Wastes
- Hazardous Waste Chemicals
- Ignitable Wastes
- Pathological Wastes
- PCB Wastes
- Prohibited Waste
- Reactive Wastes

k) materials listed in Schedule “A” to this by-law.

2.4 Clause 2.3.2 (g) does not apply to prevent the discharge of once-through cooling water or blowdown when:

2.4.1 the once-through cooling water or blowdown is being discharged pursuant to a certificate of approval or Environmental Compliance Approval or order relating to the premise under the Environmental Protection Act (Ontario) or the Ontario Water Resources Act which expressly allows the discharge;

2.4.2 the owner or operator of the premises has written approval from the municipality which expressly authorizes the discharge from the premises; and

2.4.3 a copy of the certificate of approval or Environmental Compliance Approval or order referred to in clause (a) has been provided to the municipality.

2.5 The provisions of Clause 2.3.2, apply only to:

2.5.1 the discharge of stormwater runoff from industrial process areas to a storm sewer; and

2.5.2 any stormwater discharge to a storm sewer to which the matter prohibited by section 2.3 has been added for the purpose of disposing of the matter.

2.6 The provisions of Clauses 2.3.2(c)(d)(e)and (f) do not apply to prevent the discharge of stormwater runoff from industrial process areas to a storm sewer when,

2.6.1 the owner or operator of the premises has a certificate of approval or Environmental Compliance Approval or order relating to the premises under the Environmental Protection Act (Ontario) or the Ontario Water Resources Act which expressly allows the discharge and a copy of the certificate of approval or Environmental Compliance Approval or order has been provided to the municipality; or

2.6.2 the owner or operator of the premises has written approval from the municipality for a Best management practices Plan (BMP).

2.7 No person shall release, or permit the release of, any prohibited substance listed in Schedule 'A' of this bylaw into or in land drainage works, private branch drains or connections to any storm sewer.

3.0 SANITARY SEWER REQUIREMENTS

3.1 No person shall release, or permit the release of, any matter into the sanitary sewer wastewater works except:

3.1.1 Domestic wastewater;

3.1.2 Non-domestic wastewater that complies with the requirements of this bylaw;

3.2 No person shall discharge or deposit or cause or permit the discharge or deposit of matter of a kind listed below into sanitary sewer wastewater works:

3.2.1 matter of any type or at any temperature or in any quantity which may:

- a) interfere with the proper operation or maintenance of a waste water works, or which may impair or interfere with any wastewater treatment process;
- b) obstruct or restrict a sanitary sewer or the flow therein;
- c) obstruct or restrict the flow in wastewater works;
- d) damage a sanitary sewer;
- e) damage wastewater works;
- f) result in a health or safety hazard to a person authorized by the Town to inspect, operate, maintain, repair or otherwise work on a wastewater works;

3.2.2 without limiting the generality of the foregoing, any of the following:

- a) water containing dyes or colouring material which discolours the water unless approved by the Town;
- b) Pesticides which are not otherwise regulated in this bylaw.
- c) Toxic substances which are not otherwise regulated in this Bylaw.
- d) Waste radioactive substances in excess of concentrations greater than those specified for release to the environment under the *Nuclear Safety and Control Act* and Regulations or amended versions thereof.
- e) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, blood, plasma, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure.
- f) Waste removed from a cesspool, a septic tank system, a privy vault or privy pit;
- g) the following materials in any amount:
 - Automotive or machine oils and greases
 - Fuels
 - Paints and Organic Solvents
 - PCBs
 - Pesticides
 - Severely Toxic Materials
 - Waste Disposal Site Leachate
 - Waste Radioactive Materials
- h) the following wastes in any amount:
 - Acute Hazardous Waste Chemicals
 - Combustible Liquids
 - Hazardous Substances
 - Hazardous Industrial Wastes
 - Hazardous Waste Chemicals
 - Ignitable Wastes
 - Pathological Wastes
 - PCB Wastes
 - Prohibited Waste
 - Reactive Waste
- i) the following chemicals in any amount:

- Dioxane-1, 4;
- Polycyclic Aromatic Hydrocarbons (PAHs);
- Tetrachloroethylene (PCE);
- Trichloroethylene;
- Any other Dense Non-Aqueous Phase Liquid that could degrade to Trichloroethylene;
- Vinyl Chloride;
- Any other Dense Non-Aqueous Phase Liquid that could degrade to Vinyl Chloride;
- Carbon Tetrachloride;
- Chloroform;
- Methylene Chloride (Dichloromethane); or
- Pentachlorophenol; and

j) materials listed in Schedule “A” to this by-law.

4.0 COMBINED SANITARY SEWER AND STORM SEWER REQUIREMENTS

4.1 No person shall install or maintain a combined sanitary sewer and storm sewer on any property for any period of time where there is an adequate trunk sanitary sewer or storm sewer outlet available at a reasonable cost.

4.2 Where a combined sanitary sewer cannot be separated and discharged to the appropriate trunk or outlet as the case may be no person shall discharge or permit to be discharged into a combined sewer any material, substance, chemical or waste except the following:

4.2.1 discharge in accordance with Section 2.0 for storm sewers;

4.2.2 discharge in accordance with Section 3.1 for sanitary sewer; and

4.2.3 any other material, substances, chemical or waste that complies with any requirement in this by-law or its Schedules or any other applicable national, provincial or municipal code or standard designed to protect public health or safety of the environment.

4.3 The Town shall encourage elimination of private combined sewers by separating sanitary sewer and storm sewer services through infrastructure improvements to areas where combined services exist, programs that give incentives for separation of combined services, and enforcement where necessary to correct and eliminate illegal connections prohibited by Section 4.1.

5.0. PROHIBITION OF DILUTION

5.1 No person shall discharge directly or indirectly, or permit the discharge or deposit of matter into a storm sewer where water has been added to the discharge for the purposes of dilution to achieve compliance with Section 2.0 of this bylaw.

5.2 No person shall discharge directly or indirectly, or permit the discharge or deposit of wastewater into a sanitary sewer works where water has been added to the discharge for the purposes of dilution to achieve compliance with the requirements of Section 3.0 or any applicable Schedule to this bylaw.

5.3 No person shall discharge directly or indirectly, or permit the discharge or deposit of matter into combined where additional water has been added to the discharge for the purposes of dilution to achieve compliance with Section 4.2 of this bylaw.

6.0. SAMPLING

6.1 Where sampling is required for the purposes of determining the concentration of constituents in the wastewater, storm water or uncontaminated water, the sample may:

6.1.1 be collected manually or by using an automatic sampling device; and

6.1.2 contain additives for its preservation.

6.2 For the purpose of determining compliance with Section 2.0, 3.0, 4.0 or any Schedule to this by-law separate wastewater streams within premises may be sampled, at the discretion of the Town of Minto.

6.2.1 A single grab sample may be used to determine compliance with Section 2.0, 3.0, 4.0 or any Schedule to this by-law;

6.2.2 All tests, measurements, analyses and examinations of wastewater, its characteristics or contents pursuant to this Bylaw shall be carried out in accordance with Standard Methods, Ministry of the Environment “Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater” and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory’s scope of accreditation or to the satisfaction of the Town.

7.0 DISCHARGER SELF-MONITORING

7.1 The Town may request a discharger as defined in Section 1.0 of this by-law to complete any monitoring or sampling of any discharge to a wastewater works as required by the Town, and provide the results, in the form specified, to the satisfaction of the Town. Upon written request from the Town a discharger shall supply such independent or private testing as may have been completed where such testing would assist in characterizing any discharge or flow in to the Town wastewater works and/or assist in enforcing the requirements of this bylaw.

7.2 The obligations set out in or arising out of 7.1 shall be completed at the expense of the discharger.

8.0 ADDITIONAL REQUIREMENTS

8.1 Food Related Oil and Grease Interceptors

8.1.1 Every owner or operator of a restaurant or other industrial, commercial or institutional premises where a fixture discharges sewage that includes fats, oil, or grease and is located in an area where food is cooked, processed or prepared, for which the premises is connected directly or indirectly to a sanitary sewer, shall take all necessary measures to ensure that oil and grease are prevented from entering the sanitary sewer in excess of the provisions of this bylaw. Grease interceptors shall not discharge to storm sewers.

8.1.2 No person, owner or operator of premises as set out in this Subsection shall install or operate an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer without proper maintenance to ensure it continues to function in accordance with its design specifications. All oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code , and shall meet the requirements of the Canadian Standards Association national standard CSA B-481.1 or similar as may be amended.

8.1.3 All oil and grease interceptors shall be maintained according to the manufacturer’s recommendations. The testing, maintenance and performance of the interceptor shall meet the requirements of CAN/CSA B-481 or similar as may be amended. Traps should be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five percent of the available volume; cleaning frequency should not be less than every four weeks. Maintenance requirements should be posted in the workplace in proximity to the grease interceptor.

8.1.4 All persons, owners and operators of premises under Section 8.1.1 shall keep a maintenance schedule and record for each interceptor installed on a property, and upon written request of the Town Director of Public Works or designate shall supply such schedules and records in writing or in electronic form to the satisfaction of the Town acting reasonably.

8.1.5 The owner or operator of the restaurant or other industrial, commercial or institutional premises where a fixture discharges sewage that includes fats, oil, or grease and is located in an area where food is cooked, processed or prepared, shall, for no less than two years, keep the document of proof for interceptor clean-out and

grease disposal, and upon written request of the Town Director of Public Works or designate shall supply such proof in writing or in electronic form to the satisfaction of the Town acting reasonably.

8.1.6 No person shall discharge emulsifiers to the sewer system into interceptors. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of grease through a grease Interceptor.

8.1.7 In the case of failure to adequately maintain the grease interceptor to the satisfaction of the Town, the Town may require an alarmed monitoring device to be installed, at the expense of the owner, in accordance with specifications of CSA B-481.1 or similar as may be amended.

8.2 Vehicle Equipment Service Oil and Grease Interceptors

8.2.1 Every owner or operator of the following premises where the sanitary discharge is directly or indirectly connected to a sewer:

- a) a vehicle or equipment service station, repair shop or garage or of an industrial, commercial or institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained; and
- b) an establishment which uses oily or flammable liquids or have such wastes as a result of an industrial process

shall install an oil interceptor designed to prevent motor oil and lubricating grease from passing into the sanitary sewer in excess of the limits in this bylaw.

8.2.2 The owner or operator of the premises as set out in Subsection 8.2 shall install, operate, and properly maintain an oil interceptor in any piping system at its premises that connects directly or indirectly to a sewer. The oil interceptors shall be installed in compliance with the most current requirements of the applicable Building Code, and shall meet the requirements of the Canadian Standards Association national standard CSA B-481.2, as amended. The installation of the oil interceptor shall meet the requirements for maintenance as recommended by the Canadian Petroleum Products Institute (CPPI).

8.2.3 All oil interceptors and separators shall be maintained in good working order and according to the manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level.

8.2.4 All persons, owners and operators of a premises under Section 8.2.1 shall keep a maintenance schedule and record for each oil interceptor installed on a property, and upon written request of the Town Director of Public Works or designate shall supply such schedules and records in writing or in electronic form to the satisfaction of the Town acting reasonably.

8.2.5 The owner or operator of a premises under Section 8.2.1 where a fixture discharges sewage that includes oil shall, for no less than two years, keep the document of proof for interceptor clean-out and oil disposal, and upon written request of the Town Director of Public Works or designate shall supply such proof in writing or in electronic form to the satisfaction of the Town acting reasonably.

8.2.6 No person shall discharge emulsifiers to the sewer system into interceptors. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil through an oil interceptor.

8.2.7 In the case of failure to adequately maintain the oil interceptor to the satisfaction of the Town, the Town may require an alarmed monitoring device to be installed, at the expense of the owner.

8.3 Sediment Interceptors

8.3.1 No person shall install a sediment interceptor on private property without written approval from the Town.

8.3.2 Every owner or operator of the premises from which sediment may directly or indirectly enter a sewer, including but not limited to premises using a ramp drain or

area drain, shall take all necessary measures to ensure that such sediment is prevented from entering the drain or sewer in excess of the limits prescribed in this bylaw.

8.3.3 All sediment interceptors shall be maintained in good working order and according to manufacturer's recommendations and shall be inspected regularly by a qualified person to ensure performance is maintained to the manufacturer's specifications for performance.

8.3.4 The owner or operator of a premises under Section 8.3.1 where a sediment interceptor is installed on private property shall, for no less than two years, keep documentation of interceptor clean-out and sediment disposal, and upon written request of the Town Director of Public Works or designate shall supply such proof in writing or in electronic form to the satisfaction of the Town acting reasonably.

8.3.5 All persons, owners and operators of a premises under Section 8.3.1 shall keep a maintenance schedule and record for each sediment interceptor is installed on private property, and upon written request of the Town Director of Public Works or designate shall supply such schedules and records in writing or in electronic form to the satisfaction of the Town acting reasonably.

8.4 Pre-treatment Facilities

8.4.1 Where a use, building or business has such operations on-site to justify such a requirement, the Town may require, as a condition of accepting any sewage from the property, the owner or operator to install on the premises, and prior to the sampling point, a wastewater pre-treatment facility.

8.4.2 No person shall install, operate or maintain a wastewater pre-treatment facility without ensuring the design, operation and maintenance of the pre-treatment facility meets treatment objectives as set out and in accordance with the manufacturer's recommendations and other applicable regulations.

8.4.3 No person, owner or operator of a pre-treatment facility shall dispose of any waste products from the pre-treatment facility except in accordance with applicable regulations and in a safe manner.

8.4.4 Where an owner or operator has installed a wastewater pre-treatment facility the maintenance and waste disposal records shall be made available to the Town upon written request of the Town Director of Public Works or designate.

8.4.5 The owner or operator of a pre-treatment facility shall keep documentation pertaining to the facility, its maintenance and waste disposal for no less than two years.

8.5 Extra Strength Surcharge Agreement

8.5.1 The municipality may authorize an extra strength surcharge agreement with a discharger on a case by case basis to permit exceedances for any one or more of the parameters set out in Schedule A.

8.5.2 The agreement may contain terms and conditions including terms and conditions related to the calculation and payment for the discharge to the sanitary sewer.

8.5.3 During the term of the agreement, the discharger is exempt from meeting the limits set out in Schedule "A" for the parameter(s) included in the agreement, if all conditions stipulated by the Municipality in the agreement are met.

8.5.4 No discharger who has entered into an extra strength surcharge agreement may change the quantity and/or quality of sewage emitted under the agreement without first obtaining the written approval of the Municipality who shall require time to conduct a sufficient assessment of the impact of the change on the agreement.

8.5.5 The Municipality at its sole discretion may terminate the agreement at any time and the termination will be effective within 60 business days of the delivery of a written notice to the discharger's site or head office.

8.6 Dental Waste Amalgam Separator

8.6.1 Every owner or operator of the premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, shall install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified *ISO 11143 – “Dental Equipment: Amalgam Separators”*, in any piping system at its premises that connects directly or indirectly to a sewer by no later than January 1, 2018, except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:

- (a) orthodontics and dentofacial orthopedics;
- (b) oral and maxillofacial surgery;
- (c) oral medicine and pathology;
- (d) periodontics; or
- (e) a dental practice consisting solely of visits by a mobile dental practitioner who prevents any dental amalgam from being released directly or indirectly to the wastewater works.

8.6.2 Notwithstanding Section 8.6.1, any person operating a business from which dental waste amalgam is or could be discharged directly or indirectly to a sewer, at premises which are constructed or substantially renovated on or after the date that Section 8.6 comes into force, shall install, operate and properly maintain dental waste amalgam separator(s) in any piping system which is connected directly or indirectly to a sewer.

8.6.3 Notwithstanding compliance with Section 8.4.1 and 8.4.2, all persons operating or carrying on the business of a dental practice shall comply with Schedule “A” and Schedule “B” of this bylaw.

8.6.4 All dental waste amalgam separators shall be maintained in good working order and according to the manufacturer’s recommendations.

8.6.5 A maintenance schedule and record of maintenance shall be submitted to the Public Works Director or designate upon request for each dental amalgam separator installed.

8.6.6 The operator of a dental clinic shall keep records for the past five years to prove covering amalgam shipments and provide these documents to the Public Works Director or designate upon request.

9.0 WATER ORIGINATING FROM A SOURCE OTHER THAN THE MUNICIPAL WATER SUPPLY

9.1 No person shall discharge into the Town’s sanitary sewer works water originating from a source other than the Town water supply, including storm water or groundwater, directly or indirectly, sump pumps, eave trough downspouts or any other source without the written permission of the Director of Public Works or designate.

9.2 No person shall discharge wastewater from a private residential swimming pool, into a municipal storm sewer system, unless authorized by the Town, in a manner that causes wastewater to flow onto an adjoining property, or over a valley or ravine wall or slope in a manner that may cause the erosion or instability of the valley or ravine wall or slope.

9.3 Discharge of wastewater from a private residential swimming pool or hot tub/spa or wading pool by way of a controlled discharge to the owner’s property is permitted so long as the discharge is at all times contained within the owner’s property until it evaporates or infiltrates into the ground, except however rainwater resting on a tarp or cover over a swimming pool or hot tub/spa or wading pool may be discharged into the storm sewer.

10.0. SPILLS

10.1 In the event of a spill to a wastewater works and/or storm sewer works, the person responsible or the person having the charge, management and control of the spill shall immediately notify and provide any requested information with regard to the spill to:

10.1.1 if there is any immediate danger to human health and/or safety to the appropriate emergency services, Spills Action Centre (1-800-268-6060) and the Town of Minto Director of Public Services or designate;

10.1.2 if there is no immediate danger, the Town of Minto Director of Public Services or designate;

10.1.3 in all cases the owner of the premises where the release occurred, and any other person whom the person reporting knows or ought to know may be directly affected by the release.

10.2 The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.

10.3 Within five working days after a spill to a wastewater works and/or storm sewer works, the person responsible or having the management control thereof shall provide a detailed report on the spill to the Town containing the following information:

10.3.1 Location where spill occurred;

10.3.2 Name and telephone number of the person who reported the spill and the location and time where they can be contacted;

10.3.3 Date and time of spill;

10.3.4 Material spilled, including characteristics and composition of material spilled;

10.3.5 Volume of material spilled;

10.3.6 Duration of spill event;

10.3.7 Work completed and any work still in progress in the mitigation of the spill;

10.3.8 Preventive actions being taken to ensure a similar spill does not re-occur; and

10.3.9 Copies of applicable spill prevention and spill response plans.

10.4 Nothing in this Bylaw relieves any persons from complying with any notification or reporting provisions or other requirements of any other Bylaw of the Town, or the requirements of other government agencies, including federal and provincial agencies, County, local conservation authority and similar.

10.5 The Town may require the person responsible for the spill to prepare and submit a spill contingency plan to the Town to indicate how risk of future incidents will be reduced and how future incidents will be addressed.

10.6 The Town may invoice the person responsible, the person having the charge, management and control of the spill or any related company or employer to recover costs of time, materials and services arising as a result of the spill. In the event payment is not received the Town may charge the amount to the water bill for the property and collect the balance due in accordance with the applicable billing bylaw and in a like manner to taxes.

11.0. AUTHORITY OF TOWN TO INVESTIGATE

11.1 The Town has the authority to carry out any inspection reasonably required to ensure compliance with this bylaw, including but not limited to:

11.1.1 inspecting, observing, sampling and measuring the flow in any private
a) drainage system,
b) wastewater disposal system,
c) storm water management facility, and
d) flow monitoring point;

11.1.2 determining water consumption by reading water meters;

11.1.3 testing flow measuring devices;

11.1.4 taking samples of wastewater, storm water, clear-water waste and subsurface water being released from the premises or flowing within a private drainage system;

11.1.5 performing on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pre-treatment facilities and storm water management facilities;

11.1.6 inspecting the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or watercourse;

11.1.7 requiring information from any person concerning a matter;

11.1.8 inspecting and copying documents or removing documents from premises to make copies;

11.1.9 inspecting chemical storage areas and spill containment facilities and requesting Material Safety Data Sheets (MSDS) for materials stored or used on site;

11.1.10 inspecting the premises where a release of prohibited or restricted wastes or of water containing prohibited or restricted wastes has been made or is suspected of having been made, and to sample any or all matter that in his/her opinion could have been part of the release.

11.2 No person shall hinder or prevent the Town from carrying out any of the powers or duties provided under the authority of this by-law including Section 11.1.

12.0 SEWER CONSTRUCTION

12.1 Connection

12.1.1 No person shall construct or install any sewer connection on any road allowance or other public land except in accordance with a contract approved by the Town for such. Any work under the approved contract done by a private contractor on a road allowance or Town land shall be subject to such performance and maintenance guarantee and liability insurance provisions as may be required by the Town, and all works shall be subject to the supervision and inspection by the Town.

12.1.2 No person shall install and construct any public sewer except in accordance with design standards and methods approved from time to time by the Town and no person shall construct such sewer without implementing the necessary permits and approvals required by the Town and the Provincial Ministry of the Environment or subsequent agency of responsibility.

12.1.3 No person shall connect or permit to be connected any rain water leader, storm water leader, ground water drainage system or sump pump laterals, either directly or indirectly, to the sanitary sewer connection, and shall instead ensure storm water or ground water from these sources is directed away from any building or structure in such a way that the storm water and ground water will not accumulate at or near the building and will not adversely affect adjacent properties.

12.1.4 All connection sizes and depths must be approved by the Chief Building Official through the application of a Plumbing Permit required under the Building Code Act, 1992, as amended.

12.2 Disconnection

12.2.1 Where wastewater which:

- a) Is hazardous or creates an immediate danger to any person;
- b) Endangers or interferes with the operation of the wastewater collection system; or
- c) Causes or is capable of causing an adverse effect;

is discharged into the wastewater collection system, the Town may, in addition to any other remedy available, disconnect, plug or seal off the sewer line discharging the unacceptable wastewater into the wastewater collection system or take such other action as is necessary to prevent such wastewater from entering the wastewater collection system.

12.2.2 The wastewater may be prevented from being discharged into the wastewater collection system until evidence satisfactory to the Town has been produced to assure that no further discharge of hazardous wastewater will be made to the wastewater collection system.

12.2.3 The Town may disconnect any sewer connection whenever deemed necessary and may also disconnect any sewer connection in order to exclude rain water or surface drainage from any sewer or storm channels for such period considered necessary and during such time no person shall use or permit the use of such connection.

12.2.4 Where the Town takes action pursuant to subsections 12.2 the Town shall give a minimum five days' notice in writing by hand delivering to the owner or by posting on the building for which sewer line is to be plugged or disconnected prior to the Town causing the disconnection.

12.2.5 The Town may invoice the owner or occupier of the building or structure for which service is disconnected for the Town's costs in time, materials and services required to execute the disconnection. The owner or occupier shall forthwith pay such invoice. In the event payment is not received the Town may charge the amount to the water bill for the property and collect the balance due in accordance with the applicable billing bylaw and in a like manner to taxes.

12.3 Maintenance on private lands

12.3.1 The owner of lands abutting a road allowance or Town lands containing a sanitary sewer main shall be responsible for the cost of repairing, cleaning and maintaining in good condition all drains leading from the building or other parts of the privately owned lands to the sewer main, whether the work is performed by or on behalf of the owner or the Town.

12.3.2 The Town at its sole discretion may assume a portion of such maintenance costs under subsection 12.3.1 where such expense is due to faulty construction of the sewer main or materials or obstructions by roots entering the joints of such openings in the municipally owned portion of the sewer main. Reimbursement for expenses incurred by the owner shall be payable only if the owner notifies the Town in writing immediately of such an obstruction and the Town is given a full opportunity to investigate the blockage and determine the area responsible prior to any maintenance work being performed by the owner or her/his contractor.

12.4 Application Forms – Construction Charges

12.4.1 No person shall modify any sewer connection on any road allowance or other public land except the Town or a party under contract with the Town. Any contract work done for the Town shall be under such performance and maintenance guarantee and liability insurance provisions as shall be required by the Town. All works shall be subject to the supervision and inspection by the Town.

12.4.2 No person shall modify any public sewer that is not in accordance with design standards and methods approved from time to time by the Town and no person shall construct such sewer without implementing the necessary permits and approvals required by the Town and the Ontario Ministry of the Environment.

12.4.3 All sanitary sewer connection sizes and depths must be approved by the Chief Building Official through the application of a Plumbing Permit required under the Building Code Act, 1992, as amended.

12.5 Mandatory Connection to Sanitary Sewer

12.5.1 No person shall own or occupy any building fronting on a street containing a sanitary sewer main, or on land abutting a street, right-of-way, easement or alley through which access to a sanitary sewer main is available, without an approved connection from that building's plumbing system to the sanitary sewer collection system of the Municipality unless expressly exempted by Council of the Town of Minto.

12.5.2 The following notification requirements apply with respect to sanitary sewer connections by the Town:

(a) Where a building is not connected to the sanitary sewer collection system of the Municipality pursuant to Section 12.5, the Town shall send notice by registered mail to the assessed owner of each building stating that connection is required within 90 days from the date notice is issued, such notice to be mailed to the owner's last known address outlined in the updated municipal tax roll.

(b) Following the expiration of the 90 day notice period, if the owner fails to make the connection as required by the notice, the Municipality has the right to enter upon the applicant's lands following not less than 24 hours additional notice, and upon gaining access may modify the owner's lands, building, structures and plumbing system to connect the building to the sanitary sewer collection system of the Municipality at the owner's expense, and to recover the expenses by action or in like manner as municipal taxes.

(c) Notice under Section 12.5.2 (a) shall include reference to this by-law, advise the owner of the date on which the 90 day period hereinbefore referred to expires, and state that if the owner fails to make the required connection the municipality has the right with no less than 24 hours further notice to enter and modify the owner's lands and building to make said connection at the owner's expense and to recover the expense by action or in like manner as municipal taxes.

(d) A Notice hereunder may classify different types of sewage and require that such types be drained through separate connections into specified sewers.

12.5.3 If a building is connected only to one sewer and separate sewers for different types of sewage are available, or made available to serve the land on which the building is located, the Notice under 12.5.2 may, if the building or the land on which the building is located is or may be a source of sewage of more than one classified type, require the owner to connect the building to the sewage works in such manner that the different types of sewage are drained separately into the sewers specified in the Notice.

12.5.4 If a building or property on which it is located is being connected to a sewage works for the first time and separate sewers for different types of sewage are available or Council has determined that such separate sewers will be made available in the future, the owner may be required by the Notice under 12.5.2 may to make separate connections for the different types of sewage and if a fee is charged for each connection to a sewer only one connection fee may be charged if separate connections to the same sewer are required by the Notice.

12.5.5 The requirements of this section do not in any way limit the operation of any other section of this By-law, regulation or statute regulating or prohibiting the types and contents of waste or other material which may be drained into a sewer or sewage works.

12.6 Source Water Protection

12.6.1 Where there is a main sanitary sewer and a main storm sewer available in the land to which a building is appurtenant or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 m of such land and that is located in a vulnerable well head protection area and accessible by a street or lane:

- (a) the drains for sewage from the building shall be connected to a main sanitary sewer;
- (b) roof drainage systems of the building shall be discharged to the surface of the ground and not directly connected to a storm or sanitary sewer;
- (c) the drains for foundation drainage systems including sump pump discharges from a building shall be connected to a main storm sewer; and
- (d) the drains for storm water shall be connected to the main storm sewer.

12.6.2 Where there is only a main sanitary sewer available in the land on which a building is located, or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 metres of such land and that is located in a vulnerable well head protection area and accessible by a street or lane, the drains for sewage from the building shall be connected to the main sanitary sewer.

12.6.3 Where there is only a main storm sewer available in the land on which a building is located or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 metres of such land that is located in a vulnerable well head protection area and accessible by street or lane, the drains for storm water excluding roof drainage systems of the building shall be connected to the main storm sewer. Storm water from foundation drainage including sump pump discharges shall be discharged to a main storm sewer.

12.6.4 Where there is only a main combined sewer available in the land on which a building is located, or within 50 metres of such land that is not located in a vulnerable well head protection area or within 100 metres of such land that is located in a vulnerable well head protection area and accessible by street or lane, the drainage for the building shall be by separate drains for sewage and for storm water including the roof and foundation drainage and each drain shall be connected to the place of disposal at the main combined sewer.

12.6.5 Council shall not approve any exemption to the mandatory connection requirements of this by-law where the building, use or structure requiring connection is within a vulnerable well head protection area as identified in the applicable Source Water Protection Plan where policies exist therein requiring connection.

13.0 GENERAL

13.1 Enforcement

13.1.1 By-law Enforcement Officers appointed by Town of Minto Council are responsible for administering and enforcing this by-law.

13.1.2 No person shall prevent, hinder, obstruct or interfere in any way with the Town or any of its Bylaw Enforcement Officers from:

- a) entering in or upon any land or premises, except premises being used as a dwelling, at any reasonable time without a warrant;
- b) making such examinations, investigations, inquiries and tests as may be required to enforce this by-law and other applicable codes and standards;
- c) taking such samples needed to assess or evaluate any standard, concentration or requirements of this by-law or other applicable code or standard; or
- d) inspecting or observing any plant, machinery, equipment, work, activity or documents, for the purpose of determining whether there is compliance with this bylaw.

13.2 Protection from Damage

13.2.1 No person shall uncover, make any connection with, break, alter, destroy, damage, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering with:

- a) any part of a sewage works; or
- b) any permanent or temporary device installed by the Town or its approved agent or contractor in sewage works for the purposes of flow measuring, sampling and testing of sewage, uncontaminated water or Town stormwater.

13.3 Damage to Sewage Works

13.3.1 No person shall discharge sewage, uncontaminated water, or stormwater to sewage works unless such discharge conforms at all times with the provisions of this bylaw. Any person who permits the discharge of sewage, uncontaminated water or stormwater contrary to this bylaw shall be liable for any damage or expense arising out of the failure to properly check and control such discharge, including the cost of investigation, repair and replacement of any part of any sewage works damaged thereby.

13.4 Unauthorized Entry to Sewage Works

13.4.1 No person shall enter any sewage works without the written consent of the Director of Public Works or designate.

13.5 Validity and Severability

13.5.1 In the event that any provision of this by-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this by-law.

14.0 ACCESS TO INFORMATION

14.1 All information submitted to and collected by the Town that is contained in plan summaries, reports, surveys, monitoring and inspection and sampling activities will, except as otherwise provided in this section, be available for disclosure to the public in accordance with the Municipal Freedom of Information and Protection of Privacy Act of Ontario (MFIPPA).

14.2 In the event that any person in submitting information to the Town, as required under this article, where such information is confidential or proprietary or otherwise, may be exempt from disclosure under the Freedom of Information and Protection of Privacy Act (Ontario), the person submitting the information shall so identify that information upon its submission to the Town and where such information is confidential or proprietary or otherwise, may be exempt from disclosure.

14.3 The Public Works Director shall have access to information contained in the Certificate of Approval or Environmental Compliance Approval of any wastewater dischargers to the Municipal sewer system.

15.0 MONITORING ACCESS POINTS

15.1 The owner or operator of commercial, institutional or industrial premises or multi-storey residential buildings with one or more connections to a wastewater works shall install and maintain in good repair in each connection a suitable monitoring access point at the property line to allow observation, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein, provided that, where installation of a monitoring access point is not possible, an alternative device or facility may be substituted with the prior written approval of the Town.

15.2 The monitoring access point or alternative device such as a sampling port shall be located on the property of the owner or operator of the premises, as close to the property line as possible, unless the Town has given prior written approval for a different location.

15.3 Each monitoring access point, device or facility installed shall be designed and constructed in accordance with good engineering practice and the requirements of the Town, and shall be constructed and maintained by the owner or operator of the premises at his or her expense.

15.4 The owner or operator of an industrial, commercial or institutional premises or a multi-storey residential building shall at all times ensure that every monitoring access point, alternative device or facility installed as required by this bylaw is accessible to the Town for the purposes of observing, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein.

15.5 No person shall without authority uncover, open, break, alter, remove, damage, destroy or tamper with a monitoring access point.

16.0 COMPLIANCE PROGRAMS

- 16.1 An Industry may submit to the Town a proposed compliance program setting out activities to be undertaken by the Industry that would result in the prevention or reduction and control of the discharge or deposit of matter from the Industry's premises into municipal or private sewer connections to any sanitary sewer. Compliance program submissions will only be considered for existing industries.
- 16.2 An Industry may submit to the Town a proposed compliance program setting out activities to be undertaken by the Industry that would result in the prevention or reduction and control of the discharge or deposit of uncontaminated water, ground water or storm water from the Industry's premises to eliminate the discharge of matter into municipal or private sewer connections to any storm sewer.
- 16.3 Upon receipt of an application pursuant to Section 16.1 or 16.2 above, the Public Works Director or designate may issue an approval for a compliance program for an Industry to discharge an effluent that does not comply with the provisions or schedules of this bylaw, such approval to be in accordance with Town guidelines as amended, from time to time. The Industry shall be entitled to make non-complying discharges in the amount and only to the extent set out in the Municipality's approval during the planning, design and construction or installation of facilities or works needed to implement the approved compliance program.
- 16.4 Every proposed compliance program shall be for a specified length of time during which pre-treatment facilities or other measures are to be installed or implemented and shall be specific as to the remedial actions to be implemented by the Industry, the dates of commencement and completion of the activity and the materials or other characteristics of the matter to which it relates. The final activity completion date shall not be later than the final compliance date in the compliance program.
- 16.5 The Industry to which a compliance program has been approved shall submit a compliance program progress report to the Town within 14 days after the scheduled completion date of each activity listed in the compliance program.
- 16.6 The Town may terminate any proposed compliance program by written notice at any time to the Industry in the event that the Industry fails or neglects to carry out or diligently pursue the activities required of it under its approved compliance program.
- 16.7 The Town is authorized to execute agreements with industries with respect to approved compliance programs. These agreements may, in accordance with guidelines adopted by the Town from time to time, include a provision for a reduction in the payment otherwise required from the Industry to the Town pursuant to an Extra Strength Surcharge Agreement. The reduction in payment to the Town may be in such an amount and for such duration as the agreement may specify.
- 16.8. The Town may terminate any approved compliance program entered into pursuant to this bylaw by issuing written notice at any time to the Industry in the event that the Industry fails or neglects to carry out or diligently pursue the activities required of it under its approved compliance program, and in the event of any such termination, the Industry shall pay to the Town the full difference in amount between what it was required to pay to the Town pursuant to the Extra Strength Surcharge Agreement, and the amount actually paid to the Town as a result of having entered into an agreement with respect to the approved compliance program.

17.0 OFFENCES AND PENALTIES

- 17.1 Every person, other than a corporation, who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable for every day or part thereof upon which such offence occurs or continues to occur, to a fine of not more than \$10,000.00 for the first offence and not more than \$25,000.00 for any subsequent offence.
- 17.2 Every corporation that contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable for every day or part thereof upon which each offence

occurs or continues to occur, to a fine of not more than \$50,000.00 for the first offence and not more than \$100,000.00 for any subsequent offence.

17.3 Part I Provincial Offences Act offences and fines may apply to specific contraventions of this bylaw as indicated in Schedule “B” of this bylaw.

17.4 Any connections to the sanitary sewer in contravention to this bylaw shall be disconnected by the owner of the property immediately upon receiving written notice from the Town. Where an owner fails to disconnect as required by this section, the Town or its authorized agent may, upon notice outlined in this by-law, cause the disconnection to occur, charge the owner with the cost of the disconnection, and if such amounts owing are not paid cause the amount to be placed as an order against the lands collectable in a like manner to taxes.

17.5 Where in this bylaw any person is required to do any matter or thing, in default of it being done by a person so directed or required to do it, the matter or thing may be done by the Town, at the cost and expense of the owner of the property, and such costs and expenses may be added to the tax roll for the property, and such cost shall represent a lien against the land.

18.0. REPEAL OF PREVIOUS BY-LAWS

18.1 All by-laws, or provisions or any other by-law inconsistent with this by-law, are hereby repealed.

18.2 This By-law shall be known as the “Town of Minto Sewer Use and Connection By-law”

18.3 This by-law shall come into force and effect upon final passage by Council at which time all By-laws and/or resolutions that are inconsistent with the provisions of this By-law and the same are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this By-law.

Read a first, second, third time and passed in open Council this 21 day of March, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

SCHEDULE “A” RESTRICTED WASTES – SANITARY SEWER DISCHARGES

Table A - CONVENTIONAL CONTAMINANTS and PHYSICAL PARAMETERS

| Substance | Concentration Limit (mg/L except as noted) |
|--|--|
| Biochemical Oxygen Demand | 300 maximum |
| Chemical Oxygen Demand | 600 maximum |
| Oil and Grease-Animal and Vegetable | 150 maximum |
| Oil and Grease-Mineral and Synthetic/Hydrocarbon | 15 maximum |
| Total Suspended Solids | 300 maximum |
| pH (Minimum and Maximum Permitted) | 6.0 minimum to 9.5 maximum. |
| Temperature | 60 Degrees Celsius maximum |

Table B - ORGANIC CONTAMINANTS

| Substance | Concentration Limit (mg/L except as noted) |
|--|--|
| Benzene | 0.01 maximum |
| Dichlorobenzene | (1,2-) 0.05 maximum |
| Dichlorobenzene | (1,4) 0.08 maximum |
| Ethylbenzene | 0.06 maximum |
| Hexachlorobenzene | 0.0001 maximum |
| PCBs (chlorobiphenyls) | 0.004 maximum |
| Phenols, Total (or Phenolic compounds) | 0.1 maximum |
| Toluene | 0.02 maximum |
| Xylenes | 0.3 total maximum |

Table C - INORGANIC CONTAMINANTS

| Substance | Concentration Limit (mg/L except as noted) |
|--------------------|--|
| Aluminum | 50 total |
| Arsenic | 1.0 total |
| Antimony | 5.0 total |
| Bismuth | 5.0 total |
| Cadmium | 0.7 total |
| Chloride | 1500 |
| Chromium | 3.0 total |
| Cobalt | 5.0 total |
| Copper | 2.0 total |
| Cyanide | 1.2 total |
| Fluorides | 10 |
| Iron | 50 total |
| Lead | 0.7 total |
| Manganese | 5.0 total |
| Mercury | 0.1 |
| Molybdenum | 5.0 total |
| Nickel | 2.0 total |
| Nitrogen | 50 total Kjeldahl |
| Phosphorus | 10.0 total |
| Selenium | 2.0 total |
| Silver | 1.0 total |
| Sulphates (as SO4) | 1500 |
| Sulphide (as H2S) | 1.0 |
| Tin | 5.0 total |
| Titanium | 5.0 total |
| Vanadium | 5.0 total |
| Zinc | 2.0 total |

ADDITIONAL MATERIALS OR MATTER

- a) Biomedical waste, including any of the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids known to contain viruses and agents listed in “Risk

Group4” as defined in “Laboratory Biosafety Guidelines” published by Health Canada, dated, 2004, as amended.

- b) Specified risk material for bovine spongiform encephalopathy as defined in the federal Fertilizers Regulations (C.R.C., c. 666), as amended from time to time, including material from the skull, brain, trigeminal ganglia, eyes, tonsils, spinal cord and dorsal root ganglia of cattle aged 30 months or older, or material from the distal ileum of cattle of all ages.
- c) Pesticides which are not otherwise regulated in this bylaw.
- d) Toxic substances which are not otherwise regulated in this Bylaw.
- e) Waste radioactive substances in excess of concentrations greater than those specified for release to the environment under the *Nuclear Safety and Control Act* and Regulations or amended versions thereof.
- f) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure.
- g) Waste disposal site leachate
- h) Waste removed from a cesspool, a septic tank system, a privy vault or privy pit.
- i) a substance from raw materials, intermediate or final product, used or produced in, through or from an industrial process.
- j) a substance used in the operation or maintenance of an industrial site.
- k) the following chemicals in any amount:
 - a. Dioxane-1, 4;
 - b. Polycyclic Aromatic Hydrocarbons (PAHs);
 - c. Tetrachloroethylene (PCE);
 - d. Trichloroethylene;
- l) Any other Dense Non-Aqueous Phase Liquid that could degrade to Trichloroethylene;
- m) Vinyl Chloride;
- n) Any other Dense Non-Aqueous Phase Liquid that could degrade to Vinyl Chloride;
- o) Carbon Tetrachloride;
- p) Chloroform;
- q) Methylene Chloride (Dichloromethane);
- r) Pentachlorophenol;
- s) Every property owner shall ensure that appropriate and necessary practices are undertaken to prevent discharges of suspended solids (total) in excess of 15 milligrams per litre (15mg/L) as a result of activities on their property, including:
- t) Construction activities that may result in erosion or sediment runoff from the property; and
- u) Outside storage activities that may result in mobilization of stored materials as a result of rain or runoff from the property, including sand and granular material storage.

SCHEDULE “B” – OFFENCES AND PENALTIES

ITEM OFFENCE REFERENCE FINE

| No. | Offence | Fine |
|-----|--|---------|
| 1 | Discharge wastewater into the sanitary sewer that may interfere with the operation and maintenance of the treatment plant | 500.00 |
| 2 | Discharge wastewater into the sanitary sewer that may be harmful to a person, animal, property or vegetation | 500.00 |
| 3 | Discharge wastewater into the sanitary sewer that may cause/result in obstructing or restricting flows | 500.00 |
| 4 | Discharge wastewater into the sanitary sewer that has two or more separate liquid layers | 500.00 |
| 5 | Discharge prohibited substance matter into the sanitary sewer | 1000.00 |
| 6 | Discharge wastewater into the sanitary sewer which contains concentrations above the allowable limits as set out in Schedule “A” without the proper approvals/permits | 1000.00 |
| 7 | Discharge into the storm sewer, any matter or at any temperature or in any quantity that may interfere with the proper operation | 500.00 |
| 8 | Discharge into the storm sewer, any matter or at any temperature or in any quantity that may cause/result in obstructing or restricting flows | 500.00 |
| 9 | Discharge into the storm sewer, any matter or at any temperature or in any quantity that may be harmful to a person, animal, property or vegetation | 500.00 |
| 10 | Discharge into the storm sewer, any matter or at any temperature or in any quantity that may impair the quality of any water source | 500.00 |
| 11 | Discharge into the storm sewer, any matter or at any temperature or in any quantity that may contravene an approval, requirement or direction under the Ontario Resource Act or the Environment Protection Act | 500.00 |
| 12 | Discharge prohibited substance matter into the storm sewer | 500.00 |
| 13 | Discharge mater into the storm sewer which contains concentrations above the allowable limits as set out in Section 3 without the proper approvals/permits | 1000.00 |
| 14 | Discharge wastewater into the sanitary sewer where water has been added for the purpose of dilution to achieve compliance with Schedule “A” | 500.00 |
| 15 | Discharge matter into the storm sewer where water has been added for the purpose of dilution to achieve compliance with Section 3 | 500.00 |
| 16 | Fail to comply with a sampling protocol as directed by the Town | 500.00 |
| 17 | Fail to comply with a monitoring protocol as directed by the Town | 500.00 |
| 18 | Discharge wastewater into the sanitary sewer without the proper food related grease interceptor installed | 500.00 |
| 19 | Failing to monitor, operate, properly maintain and clean each food related grease interceptor as required | 500.00 |
| 20 | Failing to ensure that wastewater does not exceed the maximum allowable concentration limits for food | 500.00 |

| | | |
|----|--|---------|
| | related grease as set out in Schedule A | |
| 21 | Discharge wastewater into the sanitary sewer without the proper vehicle and equipment service oil and grease interceptor installed | 500.00 |
| 22 | Failing to monitor, operate, properly maintain and clean each vehicle and equipment service oil and grease interceptor as required | 500.00 |
| 23 | Failing to ensure that wastewater does not exceed the maximum allowable concentration limits for vehicle and equipment service oil and grease as set out in Schedule A | 500.00 |
| 24 | Discharge wastewater into the storm sewer without the proper sediment interceptor installed | 500.00 |
| 25 | Failing to monitor, operate, properly maintain and clean each sediment interceptor as required | 500.00 |
| 26 | Failing to ensure that wastewater does not exceed the maximum allowable concentration limits for sediment as set out in Schedule A | 500.00 |
| 27 | Discharge amalgam waste into the sanitary sewer or without the proper amalgam separator installed and maintained | 500.00 |
| 28 | Failing to monitor, operate, properly maintain and clean each amalgam separator as required | 500.00 |
| 29 | Failing to comply with all conditions or requirements for the installation or operation of a pretreatment treatment facility | 500.00 |
| 30 | Discharge wastewater from a pre-treatment system into the sanitary sewer without approval | 500.00 |
| 31 | Discharge hauled wastewater into the sanitary sewer without the proper approvals/permits | 500.00 |
| 32 | Failing to discharge hauled wastewater at an approved location | 1000.00 |
| 33 | Discharge hauled waste into the sanitary sewer without the proper approvals/permits | 500.00 |
| 34 | Failing to discharge hauled waste at an approved location | 1000.00 |
| 35 | Discharge of non-contact cooling water or uncontaminated water into the sanitary sewer without the proper approval/permit | 500.00 |
| 36 | Discharge of water originating from a source other than the Municipal water supply into the sanitary sewer without the proper approval/permits | 500.00 |
| 37 | Fail to report a spill event | 500.00 |
| 38 | Fail to manage, control, and contain a spill in order to protect the health and safety of citizens, neighboring properties, and the environment | 1000.00 |
| 39 | Fail to clean up a spill and the contaminants, restoring the affected area to its original condition prior to the spill | 1000.00 |
| 40 | Unauthorized connection/disconnection or alteration to a sanitary sewer or storm sewer | 500.00 |
| 41 | Connection of rain water leaders, storm water leader, ground water drainage or sump pump lateral directly or indirectly to the sanitary sewer | 1000.00 |
| 42 | Fail to provide requested information to the Town as directed | 500.00 |
| 43 | Fail to install and maintain in each connection a suitable monitoring access point to allow monitoring, sampling and flow measurement of the sewage, uncontaminated water or storm water therein | 500.00 |
| 44 | Uncovering, opening, breaking, altering, removing, damaging, destroying or tampering with a | 500.00 |

| | | |
|----|--|---------|
| | monitoring access point | |
| 45 | Discharge extra strength matter into the sanitary sewer without the proper approval/permits | 1000.00 |
| 46 | Discharge wastewater into the sanitary sewer or storm sewer that does not comply with a specified compliance program | 500.00 |
| 47 | Discharge wastewater into the sanitary sewer or storm sewer without complying with a condition in a written approval | 500.00 |
| 48 | Discharge of pollutants into the sanitary sewer without an approved pollution prevention plan in place | 500.00 |



TOWN OF MINTO

DATE: March 3, 2017
REPORT TO: Mayor and Council
FROM: Bill White, C.A.O. Clerk
SUBJECT: Sale of Part Lot 315 Ann Street, Clifford

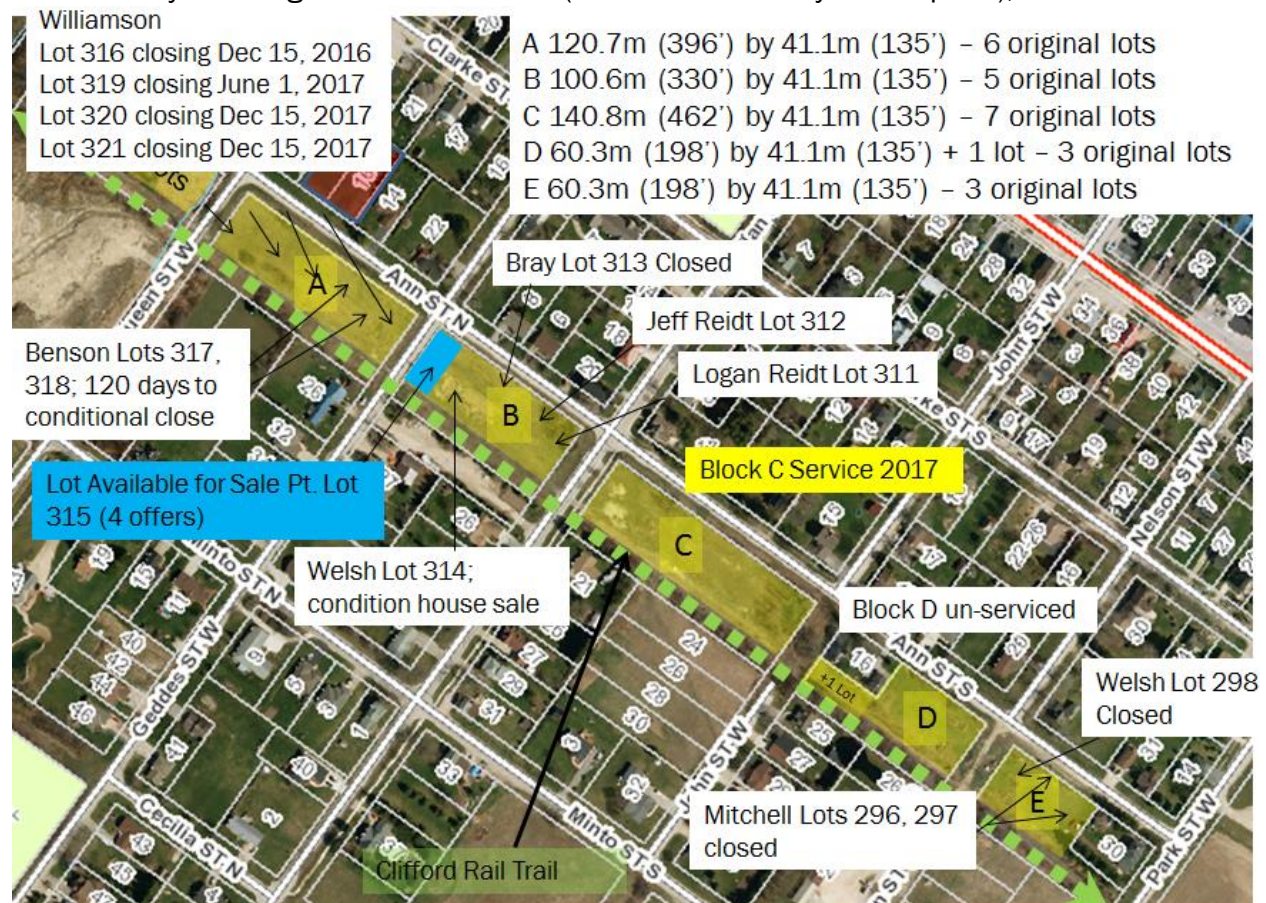
STRATEGIC PLAN:

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

BACKGROUND

January 2013 the Town bought for \$440,00 all the former CN Rail lines in the Village of Clifford (including Lots 294 to 327 Ann Street), the line north of the Ann Street lots to West Heritage Street and the line from the south end of the Clifford to the 13th Line. The land was acquired to settle a lawsuit against the Town, and Council's direction was to keep enough land to develop a trail system and sell some lots over time to offset land acquisition.

The Town serviced Blocks A, B and E in 2015-2016 and set a policy to sell serviced lots at \$22,500 including water and sewer connection to the property line. Land on both sides of Ann Street was rezoned to allow semi-detached homes in addition to single family. Through spring and summer 2016 all fourteen of the serviced lots available in Block A, B and E were conditionally sold. Eight lots have closed (4 homes underway or complete), five more will



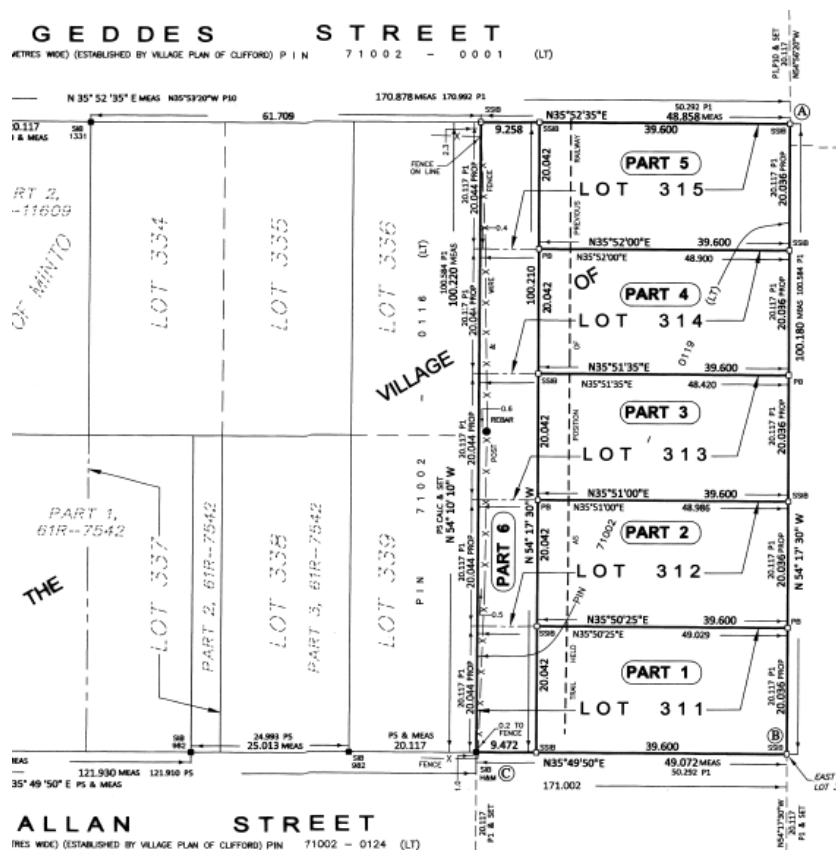
close this year and one conditional offer on Part Lot 315 lapsed February 17. On February 22 the C.A.O. Clerk advised by email past and current purchasers and others who had expressed interest that one lot may become available. Within 24 hours four offers were received for Part Lot 315 as follows:

| Party | Price | Conditions | Details |
|-----------------|----------|-----------------|--------------------------------------|
| Local Builder | \$22,500 | \$1,000 deposit | 12:30pm Feb. 22; irrevocable Mar. 10 |
| Local Resident | \$22,750 | \$1,000 deposit | 2:00pm Feb. 22; irrevocable Mar. 10 |
| Contractor | \$24,500 | \$1,000 deposit | 4:25pm Feb. 22; irrevocable Mar. 13 |
| Nearby Resident | \$28,000 | \$1,000 deposit | Feb. 23; irrevocable Mar. 24 |

All offers used the Town's standard form for Ann Street including covenants conditions prohibiting resale until a home is constructed, requiring building permits to be taken within six months of closing, and house completion within 18 months of closing. Two of the purchasers have bought lots in the area already. The Town has a conditional "buy back" clause similar to industrial lots if these conditions are not met. Town obligations under its disposition of property by-law have been met since Part Lot 315 was previously sold.

COMMENTS

In September the Town fairly dealt with two competing offers for one lot. The challenge is that the four offers came in response to an email giving notice rather than a formal bid process. The formal process would have allowed for sealed offers to be submitted on a set date. While the increased price in the offers was not influenced by Town staff, all parties are aware that multiple offers are in and some have expressed interest in increasing their price or closing quickly and taking a building permit this spring.



This kind of response makes it clear that the current price of \$22,500 should be higher. In 2013 this price was competitive with other lots in Clifford and the hope was to sell one or two per year over several years. It is great to have interest but the price must also be fair relative to private lots in the market. Staff had contemplated asking Council to increase the price to \$30,000 for the lots in Block C if they were serviced this year.

Council has three options:

Option 1: Return all four offers and ask each to submit a sealed bid by March 15. Criteria to select the final offer would be price and getting a building permit as a condition of closing no later than June 1, 2017.

Option 2: Sign back the first offer at \$28,000 with a condition that a building permit is obtained as a condition of closing no later than June 1, 2017. The other three offers would be signed off to be irrevocable to March 22 and considered in sequence for Part Lot 315, or for one of the lots within Block C that will be serviced in 2017.

Option 3: Accept the first offer on Part Lot 315, and not accept the other three offers, but encourage them to submit on Block C.

Staff feels either Option 1 or 2 are fair.

FINANCIAL CONSIDERATIONS:

The 2017 budget proposes \$310,000 to service Block C. Block D is proposed for servicing in 2019 at an estimated cost of \$200,000. Given the interest it is recommended the tender for Block C servicing be issued immediately, in advance of final budget approval, so that services are available this summer for these seven lots.

Council could set the price of Block C lots at \$28,000 minimum and require building permits be obtained within two months of closing in the same calendar year as the purchase. Staggered closings on multiple lots would not be permitted, and purchasers should close all other transactions on Ann Street with the Town before a new offer is considered.

RECOMMENDATION:

THAT Council receives the C.A.O. Clerk's March 3, 2017 report regarding Sale of Part Lot 315 Ann Street, Clifford and that Council select either Option 1 or 2 regarding the four offers received, that the tender for Ann Street Block C servicing proceed immediately, and that lots within Block C be sold according to the added covenants set out in the March 3 report.

Bill White C.A.O. Clerk

**TOWN OF MINTO**

DATE: February 28, 2017
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: 2016 Council Remuneration

STRATEGIC PLAN:

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

BACKGROUND:

The Municipal Act 2001, SO 2001, c.24, Section 284 mandates that "...the Treasurer of a municipality shall in each year on or before March 31 provide to council of the municipality an itemized statement of remuneration and expenses paid in the previous year..." The previous Council set these rates in By-law 2014-61 Town set these rates

COMMENTS:

The requirement to report Council expenditures on an annual basis is a statutory duty of the Treasurer. The base salaries of Council members are as follows:

| | |
|--------------|----------|
| Mayor | \$15,500 |
| Deputy-Mayor | \$12,500 |
| Councillor | \$10,500 |

By policy the amounts increase with cost of living amounts awarded to Town staff

FINANCIAL CONSIDERATIONS:

Reporting expenditures as required does not increase budgeted cost. Preliminary figures for calendar year 2016 indicate Council net expenses are coming in around \$15,000 under the budgeted amount of \$127,700. While base salary increased, per diems dropped close over 29% since the final term under the previous Council

RECOMMENDATION:

THAT Council receives the February 28th report from the Treasurer regarding 2016 Council Remuneration for information.

Gordon Duff
Treasurer

| | | | 2016 COUNCIL EXPENSES | | | | | |
|-------------------|-------------------------|--|--|--|--|--|-------------------|---------------------|
| | | | | | | | | |
| | | | December 1, 2015 to November 30, 2016 | | | | | |
| | | | | | | | | |
| Name | Regular Earnings | | Per Diems Meetings | | Conventions Seminars & Expenses | | Mileage | Total |
| | | | | | | | | |
| G Bridge | \$16,089.72 | | \$5,915.00 | | \$2,041.76 | | \$400.48 | \$24,446.96 |
| R Faulkner | 12,975.51 | | 1,885.00 | | 3,206.36 | | 298.52 | \$18,365.39 |
| J Anderson | 10,899.48 | | 4,000.00 | | 1,786.00 | | 0.00 | \$16,685.48 |
| ML Colwell | 10,899.48 | | 3,575.00 | | 2,118.88 | | 263.29 | \$16,856.65 |
| J Dirksen | 10,899.48 | | 3,912.00 | | 3,975.42 | | 484.07 | \$19,270.97 |
| R Elliott | 10,899.48 | | 6,252.00 | | 6,201.98 | | 854.77 | \$24,208.23 |
| D Turton | 10,899.48 | | 2,780.00 | | 3,613.41 | | 548.97 | \$17,841.86 |
| | | | | | | | | |
| Total | \$83,562.63 | | \$28,319.00 | | \$22,943.81 | | \$2,850.10 | \$137,675.54 |

**TOWN OF MINTO**

DATE: March 2, 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 28, 2017

| | |
|-----------------------|---------------|
| Administration | \$ 167,158.92 |
| People & Property | 467.53 |
| Health & Safety | |
| Health Services | |
| Building | 810.17 |
| Economic Development | 7,509.35 |
| Incubator | 1,404.61 |
| Tourism | |
| Fire | 14,640.43 |
| Drains | |
| Roads | 112,983.67 |
| Cemetery | |
| Waste Water | 14,335.04 |
| Streetlights | 910.13 |
| Water | 17,893.93 |
| Town Landscaping Care | |
| Recreation | 10,269.63 |
| Clifford | 4,496.85 |
| Harriston | 6,192.53 |
| Palmerston | 23,714.30 |
| Norgan | 2,936.37 |

\$ 385,723.46

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.

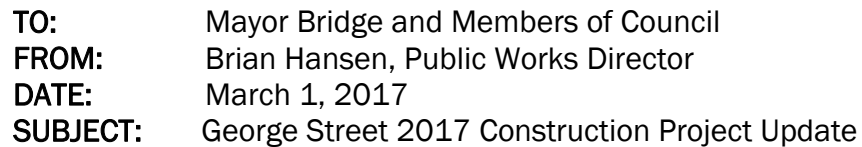
FINANCIAL CONSIDERATIONS:

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

RECOMMENDATION:

That Council of receives the Treasurer's report dated February 28, 2017, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for December 2016 and January/February 2017.

Gordon Duff, Treasurer



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

At January 24th's budget meeting Council passed the following resolution:

THAT staff report back to Council on the proposed George Street and Maitland Street project, Harriston with a view to reducing cost and potential borrowing.

During detailed design of the project, Public Works in consultation with Triton Engineering recommended decommissioning an existing shared sanitary sewer located on private lands in the back yards of the Maitland Street East properties. Including sewer relocation and rebuilding Maitland Street this work added over \$334,000 to the total project cost. This

increased total project cost to \$1.73 million which included \$780,000 of borrowing to fund the Town's share of the Community Water and Wastewater Funding (CWWF) grant as well as additional work on Maitland and the roadway.

COMMENT

The C.A.O. Clerk, Treasurer, Public Works staff and Triton Engineering met to review options with a view to decreasing costs closer to the original \$1.1 million grant allocation. After review and considering the current shared sanitary sewer in private rear yards are believed to be in good working order, Triton Engineering agrees the most logical and economical way to proceed is to remove the Maitland Street portion entirely. It is recommended Maitland Street be reconsidered as a future project to improve and correct the Town's access. A lateral service will be installed on George Street to accommodate relocation of the sewer on Maitland into the road allowance.

By removing sidewalk on the north side of George Street, reducing contingency, and drastically cutting the scope of Maitland Street Work total project cost drops to \$1.43 million. Mayor Bridge, Finance Chair Colwell, the C.A.O. Clerk and Treasurer met to look at funding and three alternatives were considered:

1. Reduce the project cost to \$1.43 million and fund the Town's \$680,000 project share (including added roadwork) with \$88,000 from Federal Gas Tax, \$75,000 from OCIF-Formula, \$12,000 from taxes and user fees, \$70,000 coming from reserves, and \$435,000 borrowing
2. Reduce cost to \$1.43 and fund the Town's \$680,000 share of the project with \$250,000 borrowing, \$88,000 from Federal Gas Tax, \$75,000 from OCIF-Formula, \$12,000 from taxes and user fees and \$255,000 coming from reserves.
3. Fund the \$1.73 million project as presented in January with \$775,000 borrowing.

FINANCIAL IMPLICATIONS

Depending on the option approved, Staff would revise the proposed capital budget following the public open house March 21 in time for budget bylaw approvals in April. Regardless of the option selected total reserves will remain above total borrowing as required by the Town's Financial Accountability Policy. Also the proposed 2017 budget increase of 2.9% remains unchanged.

RECOMMENDATION

That Council receives the Public Works Director and Treasurer's March 1 report George Street 2017 Construction Project Update, and provides direction on the scope of work for Maitland Street and required borrowing for presentation at the March 21 open house and final budget approval

Brian Hansen, Public Works Director

Gordon Duff, Treasurer

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 of 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 Lessor'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 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 1Z0

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.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
George A. Bridge, Mayor

Per: _____
Bill White C.A.O. Clerk

We have the authority to bind The Corporation of the Town of Minto.

SUNSAVER 2 LIMITED

Per: _____
Rolf Maurer, President

I have the authority to bind the Corporation

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 >1,100 k W h / k W p 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 Hardware 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 | Security | Rate \$/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% | |

The Corporation of the Town of Minto
By-law No. 2017-18

to authorize the Mayor and CAO Clerk to execute an equipment agreement
with Sunsaver2 GP Inc for solar photovoltaic systems

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

AND WHEREAS Section 5 (3) of the Municipal Act, S.O. 2001, as amended, provides that municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Town of Minto is the owner in fee simple of the lands and premises described in Schedule "A" (the "Properties") of the attached agreement;

AND WHEREAS, Sunsaver2 GP Inc, has all requisite ownership rights to the solar photovoltaic systems equipment as more specifically described in Schedule "B" (the "Equipment") of the attached agreement;

AND WHEREAS the Town of Minto wishes to have installed the Equipment on the Properties as listed in Schedule "C" (the "Facilities") of the attached agreement 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 Town of Minto wishes to lease from Sunsaver2 GP Inc, and Sunsaver2 GP Inc is willing to lease to the Town of Minto the Equipment for the consideration and otherwise in accordance with the terms and conditions described in the Equipment Lease Agreement attached;

NOW THEREFORE the Parties agree as follows:

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute the Agreement attached hereto as Schedule "A".
2. That this By-law shall come into force and take effect on the date of final passing thereof.

Read a first, second, third time and passed in open Council this 7th day of March, 2017..

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto

By-law 2017-XX

Bylaw to establish Fees and Charges for various services provided by the municipality

WHEREAS Section 391 (1) of the *Municipal Act*, 2001 S.O. Chapter 25 as amended (hereinafter called “the Act”) permits a municipality and a local board to pass By-laws imposing fees or charges on any class of persons;

AND WHEREAS Section 398 of the *Municipal Act*, 2001 provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Subsection 398 (2) of the *Municipal Act*, 2001 provides that the treasurer of a municipality may add fees or charges imposed by a municipality to the tax roll and collect them in the same manner as municipal taxes;

AND WHEREAS pursuant to Section 69 of *The Planning Act*, R.S.O. 1990, as amended, provides that a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS pursuant to Section 7, *Building Code Act*, S. O. 1992, c, 23 as amended, provides that a Council of a municipality may pass a By-law to prescribe fees for the processing of applications for permits or for the issuance of permits;

AND WHEREAS Council of the Town of Minto deems it necessary and expedient to pass a by-law to prescribe fees and charges applicable for services as described in this By-law having given notice of the date the said by-law would be considered;

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

1. That the fees and charges as set out in Schedule A through Schedule K inclusive to this By-law shall be hereby set for the services described in the aforementioned Schedules.
2. That fees and charges will be subject to applicable taxes including but not limited to Harmonized Sales Tax (H.S.T.) unless exempt or otherwise noted in the aforementioned Schedules.
3. That all charges payable under this By-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Town of Minto owned by such person or persons and may be collected in the same manner as taxes, in accordance with Section 398 *Municipal Act*, 2001 S.O. Chapter 25 as amended.
4. That this By-law shall be known as the “Fees and Charges By-law”
5. That where this By-law establishes a fee and rate for a service described in the Schedules hereto, and another fee or charge is established in a by-law that pre-dates the effective date of this By-law, the fees and charges in this By-law and the Schedules hereto shall apply, and without limiting the generality of the forgoing Bylaws 2016-12, 2016-23 and 2016-32 are hereby repealed in their entirety.
6. THAT this By-law shall come into force upon final passing thereof.

Read a first, second, third time and passed in open Council this 7th day of March, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-Law No. 2017-XX

2017 user fees & charges index

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The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “A”
Administration Charges and Fees

| DESCRIPTION | PRICE |
|---|--|
| Photocopies | \$0.25 per page |
| Photocopies (Large Packages or special interest group) | \$0.10 per page |
| | |
| Facsimile to send or receive | \$1.00 per page |
| Facsimile to send or receive (for special interest groups) | \$0.25 per page |
| | |
| Lottery licenses | *3% of the total prize value listed on the license |
| | |
| Marriage Licenses | \$120.00 |
| Civil Marriage Ceremony in Council Chambers during business hours | \$200.00 plus HST |
| Civil Marriage Ceremony outside Council Chambers | \$300.00 plus HST and expenses |
| Rehearsal Fee | \$75.00 plus HST and expenses |
| Renewal of Vows | \$75.00 plus HST and expenses |
| | |
| Commissioner’s signature for Corporations | \$25.00 |
| Commissioner’s signature for Individuals | \$20.00 |
| Commissioner’s signature (Multiple signatures, 3 or more) | \$50.00 |
| | |
| Burial permit (death originated out of Town) | \$20.00 |
| Burial permit (death originated in the Town of Minto) | \$10.00 |

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

| | |
|---------------------------------|-----------------------------|
| Application Fee | \$5.00 |
| Search Time | \$7.50 per fifteen minutes |
| Record Preparation | \$7.50 per fifteen minutes |
| Photocopies | \$0.25 per page |
| Computer Disks | \$10.00 per disk |
| Computer Programming | \$15.00 per fifteen minutes |
| Shipping Costs | |
| Appeal Fee-Personal Information | \$10.00 |
| Appeal Fee- General Information | \$25.00 |
| Fire Administration Fee | \$35.00 per hour |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “B”
Treasury Charges and Fees

| DESCRIPTION | PRICE |
|---|--------------|
| Tax Certificates personal request (written or verbal) | \$10.00 each |
| Tax Certificates Professional request (written only) | \$30.00 each |
| | |
| Duplicate Receipt or Bill | \$20.00 |
| | |
| Handling charges for transferring any uncollectable Accounts Receivable arrear to Tax Account | \$20.00 |
| | |
| Tax Registration (does not include legal fees) | \$150.00 |
| | |
| Tax Collection Fee (by registered letter) | \$20.00 |
| | |
| Tax Sale of Land, Tender Packages | \$25.00 |
| | |
| Finance Charge for unpaid accounts receivable | 2% per month |
| Minimum charge of: | \$2.00 |
| | |
| Returned Item Charge – to apply to all services | \$40.00 |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “C”
Building and Development Charges and Fees

Tariff of Fees

| 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 | 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 |
| 3 | Group D & E Occupancies | | |
| | a) New Construction | \$300.00 | \$0.80 |
| | b) Renovation/Alteration | \$200.00 | \$0.40 |
| 4 | Group F Occupancies | | |
| | a) New Construction | \$300.00 | \$0.45 |
| | b) Renovation/Alteration | \$200.00 | \$0.45 |
| 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 |
| 6 | Accessory Structures | \$200.00 | \$0.45 |
| 7 | Demolition Permits | | |
| | 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, School Portable, Etc) | | \$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 |

Notes To Table:

- a) 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) 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
Inspection requested and not ready or repeated failed inspections: a fee of \$90.00 shall apply per inspection
- d)

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “C”
Building and Development Charges and Fees

Refund of Fees

| STAGE OF PERMIT APPLICATION | REFUND (% OF ENTIRE FEES PAYABLE) |
|--|--|
| Application received No administrative functions done | 90% |
| Application process Plans reviewed and permit issued or refused | 60% |
| Permit issued and inspection(s) completed | 0% |

Notes To Table:

- a) When an application for a Building Permit has been revoked by the Chief Building Official, the amount refundable, as per above table, will be refunded to the applicant. In cases where the Building Permit fee has not been paid at the time of the application, the amount due at the time of revocation will be the Building Permit fee minus the refundable amount.
- b) No refund will be given when the application for refund has not been made within 12 months of the issuance of the permit.

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “D”
Recreation Charges and Fees

| | Price |
|---|---------------------------------------|
| Arena & Hall | |
| Auditorium (Friday or Saturday) | \$350.00 / day** |
| Kitchen (Friday or Saturday) | \$75.00 / day** |
| Set-up evening before rental (Friday or Saturday) | \$100.00 / day** |
| Small Room or under 50 people (Weekdays Only) | \$100.00 / day** |
| Auditorium (Sunday - Thursday) | \$250.00 / day** |
| Kitchen (Sunday - Thursday) | \$50.00 / day** |
| Set-up evening before rental (Sunday - Thursday) | \$50.00 / day** |
| Complete Hall & Kitchen for Youth Tournaments | \$250.00 / day** |
| Arena Surface (Licensed Event) | \$500.00 / day** |
| Curling Surface (Licensed Event) | \$400.00 / day** |
| Arena Surface (Non-licensed Event) | \$450.00 / day** |
| Curling Surface (Non-licensed Event) | \$350.00 / day** |
| Harriston Train Station | |
| Full Day (Non-Licensed) | \$75.00 / day** |
| Small Meeting, Community Use | \$15.00 / hour** |
| Norgan Theatre | |
| Theatre Area | \$50.00 / hour or \$300.00 / day** |
| Birthday Party (2 hour minimum) | \$30.00 /hour |
| Arena | |
| Adult | \$126.00 / hour** |
| Local Youth Organized Sport (Saturdays) | \$95.00 / hour** |
| Local Youth Organized Sport | \$103.00 / hour** |
| Out of Town User (Minor Only) | \$114.00 / hour** |
| School / Non-Prime Ice (Weekdays 9am-5pm) | \$60.00 / hour** |
| School Physical Education Class | \$40.00 / hour** |
| Private Shinny | min \$40.00, max \$60.00 / hour** |
| Public Shinny | \$5.00 / person |
| Shinny Pass | \$75.00/year |
| Sponsor Public Skating (Corporate) | \$100.00 / session** |
| Indoor Summer Sports | \$50.00 / hour** |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “D”
Recreation Charges and Fees

| | Price |
|--|---------------------------|
| Ball Diamonds | |
| Minor | \$34.00 / player** |
| Adult and Single Game (up to 15 games) | \$50.00 / game** |
| Tournament - Adult - 1 day | \$250.00 / diamond** |
| Tournament - Adult - 2 day | \$300.00 / diamond** |
| Tournament - Adult - 3 day | \$350.00 / diamond** |
| Tournament - Minor - 1 day | \$175.00 / diamond** |
| Tournament - Minor - 2 day | \$200.00 / diamond** |
| Tournament - Minor - 3 day | \$225.00 / diamond** |
| Lights Left On | \$50.00 / occurrence** |
| | |
| Soccer Fields | |
| Minor | \$34.00 / player** |
| Adult and Single Game | \$50.00 / game** |
| | |
| Parks | |
| Pavilion (Non-licensed) | \$60.00 / day** |
| Pavilion (Licensed) | \$100.00 / day** |
| | |
| Summer Adventure Camp | |
| Per Day | \$30.00 |
| Week - 1 Child, 2 Children (Same Family, Each) | \$120.00 / \$110.00 |
| | |
| Swimming Lessons | March 31 / April 1 |
| Red Cross Swim Preschool & Swim Kids (Level 1 - 4) | \$70.00 / \$75.00 |
| Red Cross Swim Kids (Level 5 - 8) | \$75.00 / \$80.00 |
| Red Cross Swim Kids (Level 9 - 12) | \$75.00 / \$80.00 |
| | |
| Advanced Programs | |
| Bronze Star | \$150.00 |
| Bronze Medallion | \$200.00 |
| Bronze Cross | \$200.00 |
| Combined Bronze Medallion/ Cross | \$350.00 |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “D”
Recreation Charges and Fees

| | Price |
|---|-------------|
| Private Swimming Lessons | |
| 1 Private Swimming Lesson (1/2 hour) | \$20.00 |
| 5 Private Swimming Lessons (1/2 hour) | \$90.00 |
| 8 Private Swimming Lessons (1/2 hour) | \$130.00 |
| 10 Private Swimming Lessons (1/2 hour) | \$160.00 |
| 1 Semi-Private Lesson (1/2 hour) - max 3 children | \$17.00 |
| 5 Semi-Private Lessons (1/2 hour) - max 3 children | \$75.00 |
| 8 Semi-Private Lessons (1/2 hour) - max 3 children | \$110.00 |
| 10 Semi-Private Lessons (1/2 hour) - max 3 children | \$130.00 |
| | |
| Pool Programs | |
| Junior Lifeguard Club | \$40.00 |
| Swim Team Individual | \$60.00 |
| Swim Team Family | \$140.00 |
| | |
| Pool Admissions | |
| Individual Seasons Pass | \$99.00 |
| Family Seasons Pass | \$198.00 |
| Book of 10 Passes | \$30.00 |
| Single Admission (5 years of age+) | \$4.00 |
| Single Family Admission (max 6 family members) | \$14.00 |
| Aqua Fit, Aqua Boot Camp, Aqua Zumba Single Admission | \$7.00 |
| | |
| Pool Rental | |
| Under 25 people | \$100.00** |
| Over 25 people | \$150.00** |
| School | \$2 / child |
| | |
| Other Programs | |
| Babysitter Course | \$50.00 |
| Hometown Ball | \$35.00 |
| Grassroots Hockey | \$90.00 |
| Grassroots Soccer | \$35.00 |
| Smart Serve | \$50.00 |
| Fitness Classes | \$50.00 |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “D”
Recreation Charges and Fees

| | Price |
|---|-----------------------|
| Extras | |
| Buck & Doe & Wedding Reception Combo (discount off 2nd rental) | (\$100) |
| Table rental (Wooden Only) | \$5.00 / day |
| Chair rental | \$1.00 / day |
| Arena Ice Ad | \$300.00** |
| Arena Board Ad | \$300.00** |
| Wall Hung Board Ad | \$200.00** |
| Camp site (groups 15 or more, agreement required) | \$25.00 / 1 day** |
| Camp site (groups 15 or more, agreement required) | \$40.00 / 2 days** |
| Camp site (groups 15 or more, agreement required) | \$50.00 / 3 days** |

Non-Ice Rates Effective January 1st of Calendar Year

Ice Rates Effective July 1st of Calendar Year

** plus HST

The Corporation of the Town of Minto
By-law 2017-XX
Schedule “E”
Public Service Charges and Fees

| DESCRIPTION | FEE |
|---|--------------------|
| Sewer Rodding | |
| During regular hours per call | \$100.00 |
| Off hours or weekends per call | \$150.00 |
| Statutory Holidays per call | \$250.00 |
| Camera Fee | \$100.00 |
| Water up to and incl. 1” service | |
| Tapping the water main | \$250.00 |
| Hook up to water main Inspection | \$75.00 |
| Hook up to sewer Inspection | \$75.00 |
| Water and Sewer Inspection of new Buildings (including turn on) | \$125.00 |
| Paved Road with curb or sidewalk | \$2,900.00 |
| Paved Road only | \$2,400.00 |
| Gravel Road only | \$2,100.00 |
| No Road | \$1,500.00 |
| Services over 1” | Time & Material |
| Sanitary Sewer- up to and incl. 6” service | |
| Paved Road with curb or sidewalk | \$3,500.00 |
| Paved Road only | \$3,000.00 |
| Gravel Road | \$2,600.00 |
| Services over 8” | Time & Material |
| Oversized Water Line Service | \$2,100.00 |
| Oversized Sanitary Sewer Line Service *Estimated base corrected on Construction Costs | \$2,600.00 |
| Infill Lot Frontage Fees *Collectable at the time of severance (\$80 per meter water, \$80 per meter sewer, \$61 per meter storm sewer) | \$221.00 per meter |
| Entrance & Damage Deposits | |
| Inspection Fee | \$100.00 |
| Permit Fee | \$50.00 |
| Urban/Rural Damage Deposit | \$1,000.00 |
| Hidden Driveway signs installed | \$240.00 |
| Drainage | |
| Tile Drainage Inspection | \$200.00 |
| | |
| Palmerston Parking Permits | \$200.00/annually |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “F”
Fire & Emergency Services Administration Charges and Fees

Occupant Load Licenses

The following fees shall apply to services related to an application for issuance of licenses defining the maximum occupant load of places of assembly, having more than 60 persons. This includes but is not limited to public halls, arenas, auditoriums and occupancies wherein alcoholic beverages are served.

| DESCRIPTION | FEES |
|--------------------------------------|----------|
| Where alcoholic beverages are served | \$100.00 |
| All other | \$75.00 |

Inspections Under the Ontario Fire Code

Application for special building inspections under the Ontario Fire Code shall be charged the following rates based on category.

| DESCRIPTION | FEES |
|---|--------------------------------------|
| Inspections | |
| Single residence | \$100.00 |
| Assembly | \$100.00 |
| Institutional/industrial/commercial | \$125.00 |
| Commercial/Retail | \$100.00 |
| Apartments/condominiums | \$100.00 + \$10.00 per unit |
| Reports | |
| File Search/Fire reports/Property Searches | \$90.00 |
| Letter to insurance and real estate companies | \$75.00 |
| File Search for Environmental Issues | \$90.00 |
| Reviewing Risk & Safety Management Plans | \$50.00 per hour per staff member |

Incidents on Public Roadways

All incidents on all provincial highways, county roads and all other locations to which the Town of Minto Fire Service vehicles are dispatched shall be charged and shall pay to the Town of Minto the cost of such services as per the Ministry of Transportation of Ontario’s (MTO) rates Charges under the Spills Act or the Transportation of Dangerous Goods Act shall be charged in addition, if applicable.

Administration and Enforcement of Spills Act and Transportation of Dangerous Goods Act

The clean up of hazardous material spills shall be charged at MTO rates plus the cost of any cleanup materials used and shall be payable by the person or persons creating or causing such spill as determined at the sole discretion of the Chief of the Town of Minto Fire Service. The cost of a third party spill cleaner will be the responsibility of the person or persons creating or causing such spill.

The Corporation of the Town of Minto
By-Law No. 2016-12
Schedule “F”
Fire & Emergency Services Administration Charges and Fees

Illegal Burning Related Charges

The Minto Fire Department, at the discretion of the Fire Chief, can charge the property owner the same rates as Incidents on Public Roadways if the property owner or occupant is contravening the Town of Minto Burn By-Law.

Extraordinary Expenses

If Minto Fire responds to a fire or other emergency at a property and determines, or the Fire Chief or Deputy Chief determines, that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water, and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Minto Fire for retaining a private contractor, renting special equipment and/or using consumable materials, as applicable.

If Minto Fire responds to a fire or other emergency at a property and incurs damage or contamination to equipment such as personal protective equipment, hoses or other non-consumable materials that require cleaning and decontamination or replacement thereof, as a result of the service to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire & Emergency Services for cleaning and decontamination or replacement of equipment, as applicable, and shall be recovered as a fee under this By-law.

Securing of Premises

Securing of premises after a fire (i.e., by the sealing or boarding of doors and windows, etc.), shall be charged at an hourly rate plus materials used. If firefighters are employed for barricading the rate shall be \$35.00 per firefighter per hour and such charges shall be payable by the owner or owners of the premises.

False Alarms

The following procedures and fees shall apply only when it has been determined at the sole discretion of the Chief of the Town of Minto Fire Service that the false alarms were preventable. The total shall be calculated within each calendar year with each year being considered separately.

First false alarm Fire prevention to follow up and determine why. Registered letter to be sent indicating possible financial implications of re-occurrences.
Second false alarm Final notice sent by registered mail.
Third false alarm Invoice for six hundred dollars (\$600.00) payable by the owner or owner’s of the premises.
Fourth false alarm Invoice for twelve hundred dollars (\$1200.00) payable by the owner or owner’s of the premises.
Each false alarm Will be invoiced for twelve hundred dollars
after the fourth (\$1,200.00) payable by the owner or owners of the premises.

| DESCRIPTION | FEE |
|--|------------------------------------|
| Fire Extinguisher training sessions | \$75.00 per hour, one hour minimum |
| Posting a Fire watch under the Ontario Fire Code | \$350.00 per hour per truck |
| Each additional half hour or part thereof | \$175.00 per half hour per truck |
| Consultation/Advice to Professional Groups | \$100.00 per hour |
| Classroom Rental Fire Halls with Kitchen | \$100.00 per day |
| Classroom Rental Fire Halls without Kitchen | \$75.00 per day |
| Chemicals used to suppress or prevent fires or explosions (often referred to as foam agents) | \$75.00 per 5 Gal Container |

The Corporation of the Town of Minto
By-Law No. 2016-12
Schedule “G”
Animal Licensing Charges and Fees

Backyard Hen Licensing Fee - \$75 per year

| | | |
|--|-----------------------|-----------------------|
| For a license issued with respect to a dog, the license fee shall be as follows; | Before April 1 | After March 31 |
| 1 a. Per dog for the first, second and third dog | \$20.00 | \$35.00 |
| 1 b. Per dog for dogs picked up without a current tag | \$50.00 | \$50.00 |
| 1 c. Fee for a dog impounded for a dog impounded (payable to the Town | \$80.00 + \$15.00/Day | \$80.00 + \$15.00/Day |

Note: The lower fee as set in row 1.a shall apply if such fees are paid within fifteen (15) days of the dog becoming twelve (12) weeks old or upon moving into the municipality.

| | | |
|---|----------------|----------------|
| | Before April 1 | After March 31 |
| Fee for replacement of lost dog tag | \$5.00 | \$5.00 |
| Fee for Kennel license | \$150.00 | \$200.00 |
| Inspection fee by Provincial Offences Officer | \$75.00 | \$75.00 |

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “H”
Cemetery Tariff Charges and Fees

SALE OF INTERMENT RIGHTS

| Classification of Purchaser | Interment Rights | Maintenance & Care | Total |
|---|------------------|--------------------|------------|
| Plots (Allows 1 Non-Cremation Burial or 4 Cremations) | | | |
| Resident of Minto | \$480.00 | \$320.00 | \$800.00 |
| Non-Resident | \$600.00 | \$400.00 | \$1,000.00 |
| Cremation Garden (Allows 2 Burials) | | | |
| Resident | \$270.00 | \$180.00 | \$450.00 |
| Non-Resident | \$330.00 | \$220.00 | \$550.00 |
| Columbarium (Allows 2 Urns) | | | |
| Resident of Minto Lower 3 rows | \$480.00 | \$320.00 | \$800.00 |
| Resident of Minto Top 3 row | \$600.00 | \$400.00 | \$1,000.00 |
| Non-Resident Lower 3 rows | \$600.00 | \$400.00 | \$1,000.00 |
| Non-Resident Top 3 rows | \$720.00 | \$480.00 | \$1,200.00 |

INTERMENT CHARGES (OPEN AND CLOSE)

| Adult | Child(to 8 yrs) | Infant (to 1 yr) | Cremation | Cremation | Columbarium |
|--|-----------------|------------------|-----------|--------------|-------------|
| | | | | (with vault) | |
| April 16 to November 30 (Weekdays 9 am to 4 pm) | | | | | |
| \$500.00 | \$300.00 | \$250.00 | \$250.00 | \$350.00 | \$150.00 |
| December 1 to April 15 (Weekdays 9 am to 4 pm) | | | | | |
| \$750.00 | \$400.00 | \$350.00 | \$450.00 | \$450.00 | \$250.00 |
| Additional Charges for Saturdays, Sundays & Holidays | | | | | |
| \$500.00 | \$150.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |

MONUMENT CHARGES

| DESCRIPTION | FEE |
|--|-------------------|
| Location and Inspection | |
| Monument Foundations and Markers | \$50.00 |
| Four corner markers (purchase of 3 or more lots) | \$100.00 |
| Maintenance and Care Funds Surcharge | |
| Upright monument with dimensions of 48” or less | \$100.00 |
| Upright monument with any dimension greater than 48” | \$200.00 |
| Flat Marker measuring at least 173 sq in | \$50.00 |
| Other Charges | |
| Disinterment - April 16 to Nov 30 (Reburial Extra) | \$800.00 |
| Winter Storage | \$100.00 |
| Grass and Device Setup | \$100.00 |
| Transfer of Interment Rights Certificate | \$50.00 |
| Winter Burial Extra for Snow Removal | \$150.00 per hour |

ALL CHARGES ARE SUBJECT TO HST

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “I”
Water and Sewer Charges and Fees

Commencing the first complete billing of each calendar year.

1. Monthly non metered rates:

| | |
|-------|-------|
| WATER | 48.75 |
| SEWER | 57.50 |

2. Monthly Billing Amount Formula

The monthly amount payable rate shall be calculated for all customers using the following monthly billing formula:

Monthly billing amount= Administrative Charge + Volume Charges + Per Unit Charges
as per Part a) below as per Part b) below as per Part c) below
if applicable

a) Administration Charges:

Based on the meter size in the left column, the applicable charge for water and the applicable charge for sewer in the relevant year shall be included in the monthly billing amount formula.

| | | | | | | | | | | |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Meter | \$Water | \$Sewer | \$Water | \$Sewer | \$Water | \$Sewer | \$Water | \$Sewer | \$Water | \$Sewer |
| Size | 2016 | | 2017 | | 2018 | | 2019 | | 2020 | |
| ¾” | 19.00 | 19.00 | 20.00 | 20.00 | 21.00 | 21.00 | 22.00 | 22.00 | 23.00 | 23.00 |
| 1” | 21.00 | 21.00 | 22.00 | 22.00 | 23.00 | 23.00 | 24.00 | 24.00 | 25.00 | 25.00 |
| 1 ½” | 25.00 | 25.00 | 26.00 | 26.00 | 27.00 | 27.00 | 28.00 | 28.00 | 29.00 | 29.00 |
| 2” | 30.00 | 30.00 | 31.00 | 31.00 | 32.00 | 32.00 | 33.00 | 33.00 | 34.00 | 34.00 |
| 3” | 32.50 | 32.50 | 33.50 | 33.50 | 34.50 | 34.50 | 35.50 | 35.50 | 36.50 | 36.50 |
| 4” + | 40.00 | 40.00 | 41.00 | 41.00 | 42.00 | 42.00 | 43.00 | 43.00 | 44.00 | 44.00 |

b) Volume Charges

Based on the consumption rate in the left column, the applicable volume charge for water and the applicable volume charge for sewer in the relevant year shall be included in the monthly billing amount formula.

| | | | | | |
|------------|------|------|------|------|------|
| Water / m3 | 2016 | 2017 | 2018 | 2019 | 2020 |
| 0 – 250 | 1.88 | 2.05 | 2.21 | 2.34 | 2.49 |
| 251 – 500 | 1.44 | 1.54 | 1.62 | 1.70 | 1.79 |
| 501 - 3000 | 1.24 | 1.32 | 1.39 | 1.46 | 1.53 |
| 3001 + | 0.41 | 0.44 | 0.46 | 0.48 | 0.50 |

| | | | | | |
|------------|------|------|------|------|------|
| Sewer / m3 | 2016 | 2017 | 2018 | 2019 | 2020 |
| 0 – 250 | 2.78 | 2.87 | 2.96 | 3.06 | 3.15 |
| 251 – 500 | 2.08 | 2.13 | 2.19 | 2.24 | 2.30 |
| 501 - 3000 | 1.77 | 1.81 | 1.86 | 1.90 | 1.95 |
| 3001 + | 0.47 | 0.48 | 0.49 | 0.51 | 0.52 |

c) Monthly Per Unit Charges for Multiple Units:

For multiple unit properties, the amount payable under the Monthly Billing Amount Formula shall be increased by an additional charge of \$7.50 per unit for each unit above one unit.

3. Tap In Charges

- a) The minimum charge to connect a lateral water service up to one inch in diameter into a municipal water main shall be \$1,150.00 (plus HST). To connect a lateral service over one inch, the cost shall be based on the applicable time and material for the lateral installation including restoration from the water main to the property line (plus HST).
- b) The charge to connect a sanitary sewer lateral shall be based on applicable time and material for installation, plus restoration, from sanitary main to the lot line (plus HST).

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “I”
Water and Sewer Charges and Fees

4. Service Charge

- a) A charge of \$75.00 (plus HST) shall be payable for same day disconnecting and reconnecting.
- b) The charge of \$75.00 (plus HST) shall be levied for disconnecting water and a further charge of \$75.00 (plus HST) shall be levied for reconnection.
- c) In addition to applicable charges above a service charge of \$100.00 (plus HST) shall apply where water is to be disconnected or connected
- d) New buildings will receive a 1 time charge of \$125.00 for Inspection of water/sewer and water turn on as required (up to a maximum of 3 times).

5. Broken Water Meter

Time and Material (plus HST)

6. Bulk Water Charges

- a) A charge of \$75.00 (plus HST) shall be payable for Hook Up & Disconnect each day of bulk water transfer.
- b) A volume charge per cubic meter shall be levied as per Section 1. b) of this By-Law.

7. Late payment charges for any account shall apply as outlined in the applicable fees and charges by-law.

8. Temporary Removal and Reinstallation Charge

- a) A charge of \$150.00 (plus HST) shall be payable for a temporary removal and reinstallation charge.

9. Meter Testing Charge

- a) A charge of \$275 (plus HST) shall be payable prior to commencement of water meter testing.

The Corporation of the Town of Minto
By-Law No. 2017-XX
Schedule “J”
Transient Traders, Refreshment & Food Vehicles, Door to Door Sales

| DESCRIPTION | FEES (1 year) | Fees July 31-Dec 30 |
|---------------------------------------|----------------|---------------------|
| Transient Trader License | \$250.00 | \$125 |
| Refreshment and Food Vehicles License | \$250.00 | \$125 |
| Door to Door Sales | \$250.00 | \$125 |

*For more information on obtaining the above licenses, see current Transient Traders By-law

The Corporation of the Town of Minto
By-Law No. 2016-12
Schedule “K”
Planning Charges and Fees

| Description | Fee |
|--|-------------|
| Zoning Amendments | |
| Deposit | \$1,500.00 |
| Administration | \$700.00 |
| | |
| Holding Zone Removal By-law | |
| Administration Fee | \$500.00 |
| | |
| Plan of Subdivision or Condominium | |
| Deposit | \$12,000.00 |
| Administration | \$3,000.00 |
| | |
| Site Plan Control Approval & Agreement | |
| Minor | |
| Deposit | \$2,850.00 |
| Administration | \$750.00 |
| | |
| Site Plan Control Approval & Agreement | |
| Complex | |
| Deposit | \$6,000.00 |
| Administration | \$1,000.00 |
| | |
| Lot Grading /Security Deposit | |
| Deposit | \$1,800.00 |
| Administration | \$200.00 |
| | |
| Consent Agreements | |
| Deposit | \$2,000.00 |
| Administration | \$600.00 |
| | |
| Minor Variance | |
| Deposit | \$1,000.00 |
| Administrative | \$600.00 |
| | |
| Proposed Surplus of Lands | |
| Administration (Plus expenses to the selling of the proposed surplus of lands) | \$500.00 |
| | |
| Deposits less the disbursement fees and third party fees will be refunded. Disbursements may include but are not limited to: postage, laminating, registration of documents and photocopying. Third Party Fees include but are not limited to planners, engineers, solicitors, advertising of notices and similar costs. | |

| Other Planning Charges | |
|---|--------------------|
| Any other application under to the provision of the <i>Planning Act</i> | \$2,000.00 |
| Part Lot Control | \$500.00 |
| Certified List of Landowners for any application | \$100.00 |
| Severance Clearance of Conditions | \$50.00 |
| Cash in lieu of Parkland Lots by Severance | \$500.00 per lot |
| Fee for services provided by municipal employee | \$50/hour/employee |
| Zoning Compliance Professional Request (written only) | \$50.00 |
| Town of Minto Comprehensive Zoning By-law (per copy) | \$25.00 |
| Lot Deeming By-law | \$500.00 |
| Encroachment Agreement | \$500.00 |

The Corporation of the Town of Minto
By-law 2017-20

To Amend Zoning By-law Number 01-86 for
The Town of Minto

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 3 – Harriston, of the Town of Minto Zoning By-law 01-86 is amended by rezoning Part Lot 7 and 8, south of Webb Street, as shown on Schedule “A” attached to and forming part of this By-law, from **Residential (R1B)** to **Residential (R2)** and **Residential Exception (R2-48)**
- 2. THAT Section 35 Exception Zone 2 – Harriston, is amended by the inclusion of the following new exception:

| | |
|--|---|
| 35.48 Part Lot 7 and 8, south of Webb Street | R2-48 Notwithstanding the provisions of section 12.2.2 or any other section of this by-law to the contrary, the semi-detached dwelling existing on the subject lands may have a reduced lot frontage of 15.3m (50 ft.) and minimum interior side yards of 1.8m (5.9 ft.). |
|--|---|

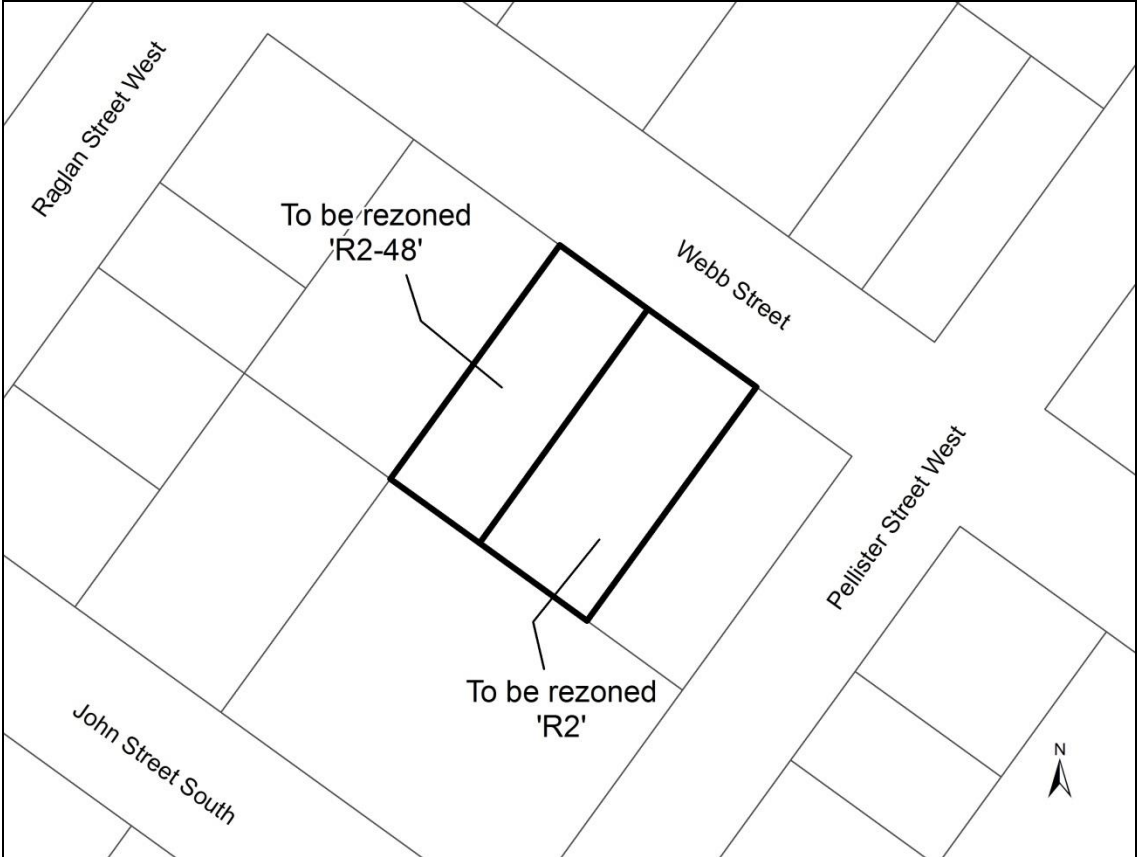
- 3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 01-86, as amended.
- 4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The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

Read a first, second, third time and passed in open Council this 7th day of March, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THE TOWN OF MINTO
BY-LAW NO 2017-20
Schedule "A"



Passed this 7th day of March 2017

Mayor George A. Bridge

C.A.O. Clerk Bill White

EXPLANATORY NOTE
BY-LAW NUMBER 2017-20

THE SUBJECT LAND is located on Part Lot 7 and 8, south of Webb Street, with a municipal address of 160 Webb Street, Harriston. The property is occupied by a semi-detached dwelling and is 0.13 ha (0.33 acres) in size.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands from Single Family Residential (R1B) to Medium Density Residential (R2) to allow for the possibility of higher density residential development and to recognize the existing semi-detached use of the lands.

**The Corporation of the Town of Minto
By-law 2017-21**

**To Amend Zoning By-law Number 01-86 for
The Town of Minto**

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:

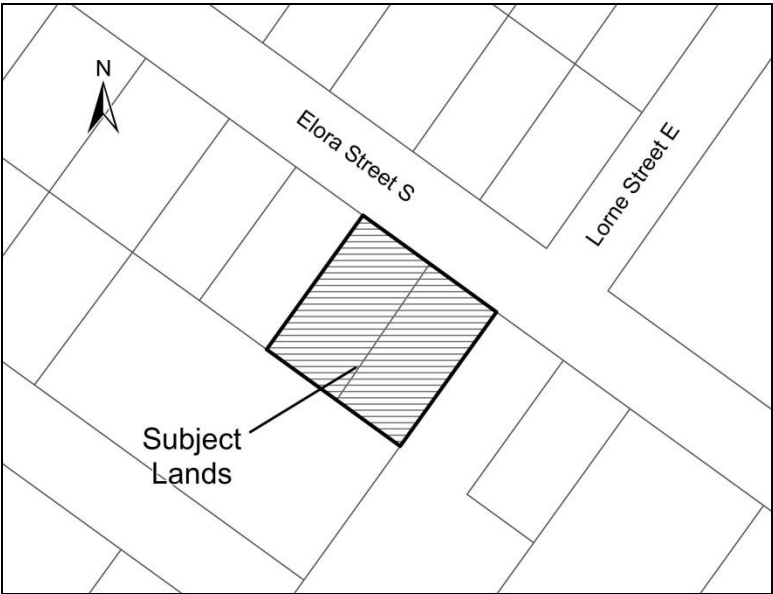
1. THAT Schedule “A” - Map 3 – Harriston, of the Town of Minto Zoning By-law 01-86 is amended by rezoning Part Lots 1 & 88, Concession D, 60R-2916 Parts 2 & 3, shown as Subject Lands on Schedule “A” attached to and forming part of this By-law, from **Residential (R1B) to Residential (R2)**.
2. THAT except 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.
3. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

Read a first, second, third time and passed in open Council this 7th day of March, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THE TOWN OF MINTO
BY-LAW NO 2017-21
Schedule "A"



Passed this 7th day of March 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

EXPLANATORY NOTE
BY-LAW NUMBER 2017-21

THE SUBJECT LAND is located on Part Lots 1 & 88, Concession D, 60R-2916 Parts 2 & 3 with a municipal address of 218 & 222 Elora Street, Harriston. Each property is vacant and has an area of 809 sq.m (8712 sq.ft.).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to permit a range of residential types from small to medium density. The property is currently zoned Residential (R1B) which only permits single family dwellings. The amendment rezones the lands Residential (R2) to permit higher density residential development.

The Corporation of the Town of Minto
By-Law No. 2016-22

to Authorize the Execution of a Site Plan Agreement
with The County of Wellington to permit a housing facility
at 250 Daly Street, Palmerston

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

AND WHEREAS the Corporation of the Town of Minto approved a site plan subject to execution of a site plan agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P.13; The County of Wellington to permit housing facility at 250 Daly Street, Palmerston, legally described as Survey Fuller & Watsons Lots 60 to 67 Part Lot 59, Former Town of Palmerston, Town of Minto.

AND WHEREAS the parties hereto have agreed upon the terms as set out in the attached Site Plan Agreement, in substantially the same form affixed hereto as Schedule “A” to this By-law;

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

1. That the Mayor and C.A.O. Clerk are hereby authorized and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and for The County of Wellington attached as Schedule “A” to this By-law.
2. That the Site Plan Agreement shall apply to lands in Palmerston legally described as Survey Fuller & Watsons Lots 60 to 67 Part Lot 59, Former Town of Palmerston, Town of Minto.
3. That this By-law shall come into force and effect on the date of its passing thereof.
4. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 7th day of March, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 8th DAY OF MARCH, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

THE COUNTY OF WELLINGTON

hereinafter called the "Owner" of the Second Part.

SITE PLAN AGREEMENT

- WHEREAS *the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development described by Schedule "B";*
- AND WHEREAS *the parties hereto agree that the lands affected by this Agreement are as set out in Schedule "A" attached hereto;*
- AND WHEREAS *the Town has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of The Planning Act, 1990;*
- AND WHEREAS *by an application dated on or about _____ the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";*
- AND WHEREAS *the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on _____;*
- AND WHEREAS *the Town provided approval of the Owner's Application subject to the Owner entering into an Agreement as permitted by subsection 41(7) of the Planning Act, R.S.O.1990 c.P.13;*
- AND WHEREAS *the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successors in title;*

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of plans by the Town for the development of the subject lands and the sum of ONE (\$1.00) DOLLAR, the receipt of which hereby admitted, the Owner hereby agrees with the Town as follows:

PART A - GENERAL PROVISIONS

1. The parties to this Agreement hereby agree that:
- i) the Owner as herein stated is the registered owner of the lands described in Schedule "A" to this Agreement; and
 - ii) the lands affected by this Agreement are as described in Schedule "A" to this Agreement, hereinafter called the "subject lands"; and
 - iii) this Agreement shall apply to and be binding upon all successors in title to the Owner.

2. The Owner for himself/herself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this Agreement.
3. The Owner consents to the Town at its sole expense and discretion to register this Agreement in the Registry Office for the County of Wellington against the "subject lands".
4. The Owner will at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".
5. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court, or before any Administrative Tribunal, the Parties' right to enter and enforce this Agreement. The Law of Contract applies to this Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision in section 41 of the Planning Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each Party to the other and they are not severable. This provision may be pleaded by either Party in any action or proceeding as an estoppel of any denial of such right.
6. The Town's CAO/Clerk at his/her sole discretion may agree to minor variations to provisions of this Agreement, and such minor variations shall not constitute an amendment to this Agreement.
7. The clauses of this Agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
8. Nothing in this Agreement shall relieve the Owner from complying with all applicable municipal by-laws and requirements, including the requirement for building permits.
 - (i) Building Permits: The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the subject lands.
 - (ii) Occupancy: The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until sufficient required works under this agreement have been completed in accordance with the requirements of the Ontario Building Code, the Zoning By-law and any other municipal By-laws, including testing and approval of the internal water distribution and sanitary sewer collection to ensure operation in accordance with conditions established by the Town.
 - (iii) In the event that a building or part thereof is occupied otherwise and in accordance with the provisions of clause 8(ii), the Owner covenants and agrees that the Town shall be entitled to obtain an Order from a Court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the

Owner shall be estopped from opposing such Application on the part of the Town.

9. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this Agreement.

PART B - SITE DEVELOPMENT AND MAINTENANCE PROVISIONS

10. The Owner agrees to undertake development of the "subject lands", at his/her sole expense, in conformity with the site plan described in Schedule "B" attached hereto, which shall hereinafter be referred to as the "approved site plan".

The Owner covenants and agrees that no work shall be undertaken or performed on the subject lands except in accordance with the terms of this Agreement (including the Schedules attached hereto), the approved Site Plan, and all other plans and specifications submitted to and accepted by the Town, and by such other agencies or approval authorities as may be applicable including, without limiting the generality of the foregoing, the County of Wellington and the applicable Conservation Authority.

11. The Owner agrees to provide, install or otherwise abide by, at his/her sole expense, the "site development requirements" as detailed in Schedule "C" attached hereto.

12. (a) Upon completion of the development of the "subject lands" in conformity with the provisions of this Agreement, the Town shall issue a "Certificate of Compliance".

- (b) "Certificate of Compliance" shall mean a statement of the Town as to the substantial completion of the works, matters and facilities required by this Agreement and shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the "subject lands".

13. (a) Unless otherwise agreed to by the Town, prior to obtaining a building permit or proceeding with any work in support of the approved development, the Owner agrees to provide a security (hereinafter called the "security") to the Town in the amount as detailed in Schedule "C" attached hereto by way of cash or a letter of credit in a form acceptable to the Town (see Schedule "E" to this Agreement for sample letter of credit) which shall have an initial expiry date no sooner than the date as detailed in Schedule "C" hereof, to ensure the provision of all matters and facilities required pursuant to this Agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a "certificate of compliance", unless the Town exercises its rights under clauses 14 or 15 of Part "B" of this Agreement, in which case the "security" shall be drawn upon by the Town to the extent necessary to secure conformity with this agreement.

- (b) In accordance with the standard policies of the Town, the Owner agrees to pay the cost of those works described in Schedule "D" attached hereto, which are works to be done by the Town, or its contractors.

14. (a) Where the Owner is required by this Agreement to do work and where such work is not done within the prescribed time period, or where the facilities and matters required by this Agreement are not so provided, maintained or used by the Owner in accordance with this Agreement, or

where the Owner does not otherwise abide by the requirements of this Agreement including clause 8(ii), the "security" may be drawn on by the Town to the extent necessary to ensure compliance with this agreement, and a "certificate of compliance" shall not be issued until such matters have been brought into conformity with this Agreement.

- (b) The Owner agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities required by this Agreement, or otherwise abide by the requirements of this Agreement, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this Agreement as the Town deems necessary at its sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands", and may be recovered by Court Action and with the same priority as municipal taxes.
 - (c) The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this Agreement.
- 15. The Owner agrees that the "security" may be used to rebuild or repair any public facilities damaged or altered during development of the "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town's Public Works Director and the Owner shall pay all costs of such reconstruction or repair.
- 16. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a "certificate of compliance" will not be issued until such work necessary to complete the development is done, and that until a "certificate of compliance" has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
- 17. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
- 18. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of the approved site plan described by Schedule "B" and with Schedule "C" (site development requirements), and all other requirements pursuant to this Agreement, and all repair or maintenance shall conform with the requirements of this Agreement as it applied to the original development.
- 19. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town.
- 20.
 - (a) The Owner agrees that at his sole expense, all parking areas provided on the "subject lands" shall be maintained clear of snow reasonably in all circumstances so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of usable parking spaces below the minimum number of spaces required by the Town's zoning by-law.

- (b) The Owner agrees not to store snow on the "subject lands" or municipal road allowances such that it blocks visibility adjacent to a street or drainage facilities or where adequate drainage facilities are not provided or where melt-water would adversely affect an abutting property.
- 21. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untravelled portions of Town owned road allowances abutting the "subject lands".

PART C - OTHER PROVISIONS

- 22. Definitions for terms which may be used in this Agreement shall be as follows:
 - (1) "Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted, but may include areas of Landscaped Open Space.
 - (2) "Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps.
 - (3) "Parking Area" shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including manoeuvring aisles and other space necessarily incidental to the parking of vehicles, and may include areas of Landscaped Open Space.
 - (4) "Natural Open Space" shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area. Natural Open Space areas shall be kept clear of all weeds and natural growth which is prohibited by Town by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.
- 23. (a) During development of the "subject lands", the Owner shall:
 - i) abide by those provisions of Schedule "C" to this Agreement relating to erosion and sediment control; and
 - ii) install and maintain at his/her sole expense all necessary erosion control works and structures (ie. sediment traps, silt fence, check dams, etc.) required by the Town's Public Works Director or the Chief Building Official from time to time to minimize erosion on and off the subject lands.

(b) Should the Owner be in default of any requirement under Clause 23 (a) of this Agreement, the provisions of Clause 14 (b) shall apply, except that in an emergency situation where the potential of damage to any lands is deemed by the Public Works Director to be imminent, the thirty (30) day notice shall not be required, and the Town shall have the right of entry immediately after providing the Owner with notice.
- 24. The Owner agrees to obtain all required approvals from the County of Wellington where the lands described by Schedule "A" to this agreement are located on or require access to any road under the jurisdiction of the County of Wellington, and that the Town will not release the terms of

this agreement, or any security required thereto, where approvals from the County of Wellington have not been obtained by the Owner.

- 25. In the event of transfer of ownership of the subject lands, the Town will not return any Letter of Credit or security required under this agreement until such time as the new Owner files with the Town a replacement security in a form satisfactory to the Town. Pending the provision of a replacement security the Town may use the security filed pursuant to this agreement for any purpose set out herein.
- 26. The Owner covenants and agrees that a General Comprehensive Liability Insurance Policy in the amount of not less than Five Million Dollars is in place and that the Town is indemnified under the said policy for any loss arising from claims or damages, injuries or otherwise in connection with work done by or on behalf of the Owner. The Town shall be named as an additional insured within the said insurance policy. The Owner shall maintain such overage throughout the course of the development and shall supply a certificate of insurance as proof of coverage upon demand of the Town.
- 27. Failure of the Town at any time to require performance by the Owner of any obligation under the Agreement shall in no way affect the Town's rights thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation be taken or held to be a waiver of performance of the same, or any other obligation under the Agreement, and the Town shall specifically retain its right at law to enforce the Agreement.

IN WITNESS WHEREOF the parties have duly executed this agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per:

George A Bridge
Mayor

Per:

Bill White
CAO/Clerk

THE COUNTY OF WELLINGTON

Per:

Donna Bryce
Clerk

Per:

Dennis Lever
Warden

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Minto, County of Wellington, Province of Ontario, and composed of:

Survey Fuller & Watsons Lots 60 to 67 Part Lot 59, Former Town of Palmerston, Town of Minto

SCHEDULE "B"

APPROVED SITE PLAN

The "approved site plan" shall be the following plans referred to thereon as the "approved site plan" as indicated by the signature of the CAO/Clerk for the Town of Minto, and on file in the Town office:

- 1) General Site Plan, Grinham Architects dated Feb 10 2017
- 2) Landscape Plan, Aboud & Associates Inc. dated Feb 8 2017
- 3) Site Plan, Van Harten Surveying, dated Feb 8 2017
- 4) Site Lighting Plan, Dorey Designs, dated Feb 8 2017
- 5) Elevations, Grinham Architects dated Feb 8 2017

SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. Completion Date

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be _____.

2. Security

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$_____ (amount) to this Agreement.

The security includes \$3,500 submitted at the time of site plan approval for legal and engineering costs related to processing this development. This amount shall be retained by the Town as a deposit for legal, engineering and planning related costs which shall be deducted from this amount, the balance of which after such costs shall be refunded upon substantial completion of the project.

Where works required by this Agreement have not been completed, and where the Owner has not provided to the Town other security acceptable to the Town, the Town may use such security to secure completion of the said works, and the Town shall maintain such security until completion of the works in accordance with the terms of this Agreement.

3. Erosion and Sediment Control

a) If required by the Town Public Works Director or the Town's Chief Building Official, the Owner shall prepare and submit an Erosion Control Plan acceptable to the Town Public Works Director to be adhered to during development of the "subject lands", which plan shall include an acceptable maintenance schedule and starting and completion dates.

b) To minimize erosion problems, the Owner shall schedule construction such that:

- i) all activities on the site be conducted in a logical sequence to minimize the area of bare soil exposed at one time;
- ii) soil stockpiles be located away from watercourses and stabilized against erosion as soon as possible; soil stockpiles remaining longer than 30 days should be stabilized by mulching, vegetative cover, tarps or other means, whereas soil stockpiles intended to remain for less than 30 days can be controlled by filter fence barriers around the pile or acceptable equivalent;
- iii) construction vehicles leave the site at a designated point(s) provided with a rock or gravel mat to minimize the amount of mud tracking off-site; a temporary vehicle wash down facility may be required for truck wheels;
- iv) where work is suspended, temporary drainage and erosion control works should be undertaken to minimize erosion, to include steel plates placed over catch basins, sediment traps and silt fences, and sediment storage areas, to ensure sediment and debris do not enter the municipal sewer system on nearby creek or flood adjacent properties;
- v) all temporary and permanent detention works and facilities be constructed prior to installation of any services on the site or commencement of earth moving operations;
- vi) all disturbed areas be properly stabilized as soon as possible, and if areas are to remain disturbed through the winter, such areas shall be seeded and mulched or sodded as determined by the Public Works Director.

c) During the construction period, the Owner shall employ the following "good housekeeping" practices regardless of the soil erodibility and any other erosion and sediment control measures undertaken:

- i) All catchbasins should be provided with sumps which should be inspected and cleaned frequently;

- ii) At the downstream end of the "subject lands", the last manhole on the storm sewer should have a sump which will retain any large debris, which can be cleaned out and filled in with concrete at the end of the project;
- iii) Small weirs should be built into the pipes at manholes on the "subject lands" that are near the outlet for the site drainage, to provide impounding within the minor system and encourage settlement of the sediment being transported; care should be taken when removing the weirs that the sediment is not washed into the Town's system;
- iv) Once the catchbasins have been installed and connected to the minor system, the basins in rear yards, ditches and low activity areas, should be buffered using straw bales on the upstream side (for street catchbasins and high activity areas, the straw bales will not provide adequate protection);
- v) All concentrated or channelized discharges of water off-site must be treated by appropriate erosion and siltation control measures when such water passes through disturbed areas;
- vi) A site supervisor must be designated by the Owner to ensure the approved Erosion Control Plan measures (when such plan is required by the Town) are implemented in a timely and effective manner, who shall conduct inspections of the subject lands on a regular basis and after significant storm events to ensure the components of the Erosion Control Plan are functioning properly, and who shall maintain a work log to record dates and a description of the work activities and site inspections.

4. Completion of Adjoining Town Lands

The Owner agrees to appropriately and properly finish to the requirements and satisfaction of the Town's Public Works Director all lands lying between the "subject lands" and any and all abutting streets, excluding those works which are detailed in Schedule "D" which are works to be undertaken by the Town, which, without limiting the generality of the foregoing shall include the following works required to be completed by the Owner in accordance with the "approved site plan":

- i) landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed;
- ii) installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Town's Engineer;
- iii) removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.

5. Grading and Drainage

The Owner agrees to prepare a grading and a drainage plan acceptable to the Public Works Director and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Town's Public Works Director.

6. Lighting

The Owner agrees that any lighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties or so controlled in intensity so as to prevent glare on adjacent streets and properties.

7. Directional Signage

The Owner, upon request by the Town, shall prepare and submit for approval to the Town's Public Works Director and Fire Chief a signage plan, and the Owner agrees to install all signage pursuant to the approved signage plan.

8. Temporary Fencing
 - (a) The Owner shall install temporary construction fencing on the "subject lands" in accordance with sound construction practice and in accordance with the requirements of the Public Works Director or the Town's Chief Building Official, acting reasonably, from the time of commencement of construction to the time of completion of the construction, to secure the site and to provide protection to the general public.
 - (b) The Owner agrees to install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Public Works Director in this regard, acting reasonably.
9. Fire Routes

The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Town's Fire Fighting equipment.
10. Landscaping

The Owner agrees to provide all landscaping, including any fencing, curbing, sidewalks, plantings (trees and shrubs), ground cover, and the like, as shown on the "approved site plan" or a landscape plan to be approved by the Public Works Director to the specifications and requirements as indicated thereon and to the satisfaction of the Town's Chief Building Official, acting reasonably.
11. Building Accessibility

The Owner agrees that the site and building shall be designed so as to provide unobstructed access for wheelchairs to at least one main building entrance from the public sidewalk/street and one parking area by use of sidewalk ramps of proper gradient and surfacing.
12. Parking Lot Finishing

The Owner agrees that all parking areas and driveways shall be surfaced with asphalt or cement, and all parking stalls shall be visually identified by line painting as shown on the "approved site plan".
13. Servicing

The Owner agrees to abide by the requirements of the Town's Public Works Director and the Town's Fire Chief respecting the provision of municipal services to the site including but not limited to municipal water, sanitary sewer, storm sewer, transit, roadway. The Owner and the Town agree to negotiate appropriate costs to be paid by the developer for said services in support of the development indicated on the "approved site plan".
14. Road Widening

The Owner agrees to convey in fee simple and free from encumbrances any land which may be required by the Town for the purpose road widening and for the purpose of establishing a one foot reserve across that portion of the frontage of real properties herein no required for an entrance or exit, in order to ensure proper ingress and egress from the subject lands in accordance with the "approved site plan".
15. Solid Waste and Recycling

The Owner agrees to comply with the County's requirements respecting the disposal of solid waste and the recovery of recyclable materials, and to provide all required facilities indicated on the "approved site plan" to accommodate proper retention, disposal and recycling including appropriate screening of waste bins and separation from sensitive land uses as may be required to comply with applicable municipal regulations.
16. Private Services

The Owner shall obtain all approvals for and make all necessary arrangements for any and all private services such as telephone, telecommunications, cable television, electricity, gas and other such service and shall provide any

easements required by private service companies necessary to supply said private services, and the Owner further acknowledges that the Town shall bear no expense, cost or obligation with regard to the installation, relocation or re-design of said private services that may be necessary to comply with the requirements of the “approved site plan”.

17. Service Design
The Owner acknowledges and agrees that it is the responsibility of the Owner or their consultant to confirm that the proposed servicing design, and location of proposed structures, will not be in conflict with other utilities located in the right-of-way.
18. Record Drawings
Prior to the return of any securities held against this project, the Town may require the original engineering drawings shall be revised to illustrate the recorded changes and variances from the approved construction drawings.
19. Engineering Approvals
That the Owner obtain all permits necessary from the Public Works Director respecting new driveway access to the site and post any required security prior to commencement of any works on the site or within the municipal right-of-way prior to the issuance of any building permit.
20. Recycling Facilities
That the Owner acknowledges and agrees that facilities shall be provided for recycling in accordance with the requirements of the County.
21. Building Permits
The Owner acknowledges and agrees that prior to the issuance of any Building Permit for the proposed development:
 - a) the Owner shall obtain final approval from the Conservation Authority for any applicable surface water management works.
 - b) The lands will be consolidated into a single development parcel in accordance with the requirements of the consent application(s) through the County of Wellington.
22. Sign Permits
That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:
 - i) installation of sewer and water service laterals if necessary.
 - ii) curb cuts and curb replacements if necessary.
 - iii) sidewalk replacements if necessary.
 - iv) utility plant relocations if necessary.

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town
of Minto
5941 Highway 89, Harriston, ON N0G 1Z0

In consideration of the agreement between The Corporation of the Town of Minto and *(Name of Owner)* which is dated the _____ day of _____, 19____, we hereby authorize you to draw on the *(Name and Address of Bank)* up to an aggregate amount of \$_____ available by draft at sight for 100% of invoice value of credit, with guarantee as follows:

As requested by our customer *(Name of Owner)*, we the *(Name of Bank)* hereby establish and give an Irrevocable Letter of Credit in your favour in the total amount of \$_____, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without question as to rights between you and our said customer, provided however, that you are to deliver to the *(Name of Bank)* at such time as a written demand for payment is made by you upon us, a statement signed by you confirming that the monies drawn by you are pursuant to our customer's agreement with The Corporation of the Town of Minto.

The amount of this Letter of Credit may be reduced from time to time as advised in writing from time to time by you to us.

This Letter of Credit shall remain in full force and effect for a period of _____ months and will expire on _____, 19____, provided however, that unless notice of expiry is given by registered mail to the Clerk of The Corporation of the Town of Minto by us no later than 30 days prior to the expiry date, the Letter of Credit shall be deemed to be renewed from year to year on the same terms and conditions.

In the event that we refuse to renew the Letter of Credit at the aforementioned date of expiry, prior to such date the Town shall have the right to draw such amount of money as it shall in its absolute discretion deem necessary.

Letter to be Dated, Signed and Sealed

Note: The Letter of Credit must be irrevocable.

The Letter of Credit must be written so as to be honoured by the Surety without question or without just cause having to be proven by the Town to the Bank.

Automatic renewal provisions with 30 day notice of expiry must be included in the Letter of Credit.

The date of expiry as stated in the Letter of Credit must be in accordance with Schedule "C" of this Agreement.

The Corporation of the Town of Minto By-law 2017-23

For the purpose of amending By-law 5000-05, a By-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Town of Minto

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

AND WHEREAS Council had previously amended By-law 5000-05 by passing By-law 2017-23 to regulate parking on boulevards, sidewalks and shoulders of roadways in response to a request from the County of Wellington to be consistent with all local tier municipalities

AND WHEREAS the County of Wellington subsequently revised its approach due to feedback and concerns expressed at some local tier municipalities;

AND WHEREAS the Council of the Corporation of the Town of Minto deems it necessary and expedient to further amend Parking By-Law Number 5000-05;

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

1. That Section 9 of Parking By-Law 5000-05 be amended by deleting the following clause:

9.41 No person shall park a vehicle on the shoulder of a roadway.

2. This By-law shall come into full force and effect upon final passing thereof.

Read a first, second, third and finally passed in open Council this 7th day of March, 2017.

Mayor George A. Bridge

CAO/Clerk Bill White

The Corporation of the Town of Minto
By-law No. 2017-24

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held March 7, 2017

WHEREAS the Council of the Town of Minto met on March 7, 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 January 19, 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 7th day of March, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White