Council Agenda

Tuesday, June 20, 2017

6:30 p.m.

Council Chambers

Pages

1. **Call to Order**

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

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

   a. Previous Minutes of the June 6 2017 Closed Session

   b. Proposed or pending acquisition or disposition of land - Palmerston Industrial Park

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

5. **Minutes of Previous Meeting**

   a. Regular Council Minutes of June 6, 2017 — 1

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

7. **Resolution Moving Council into Committee of Adjustment**

   a. Minor Variance Application MV2017-05, 558 Main St. E., Palmerston, Adrian & Frances DeBoer — 12

8. **Resolution Moving Committee of Adjustment 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**

9. **Public Meeting**

   a. ZBA 2017-05 Harry Savage, 6729 6th Line — 22

b. ZBA 2017-06 Levi and Lloyd Martin, 9304 Road 3 N 35

10. Delegations

a. Norgan Theatre Board 47

b. Pitch It Winners 48

c. Treasurer and Auditor, 2016 Audited Financial Statements 49

11. Public Question Period

12. Correspondence Received for Information or Requiring Direction of Council

a. Ontario Ombudsman, The Watchdog May Newsletter 105

b. Maitland Valley Conservation Authority, Board of Director Meeting Minutes for April 19, 2017 112

c. Maitland Valley Conservation Authority, Source Protection Authority Meeting Minutes for April 19, 2017 118

d. The College of Physicians and Surgeons of Ontario, 2018 Council Award Nominations 122

e. Jane Gibson, reply back re: horse Manure complaint 125

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

a. Committee Minutes for Receipt

b. Committee Minutes for Approval

c. Staff Reports

1. Chief Building Official, Building Department Monthly Review, May 2017 127

2. Building Inspector, Draft Site Plan Report - Weber - 111 Frank Lambier Court 134

3. Building Inspector, B53/17- Corinne Bell Severance, Part Lot 33 South of Queen Street, Harriston 137

4. Building Inspector, B58/17 B59/17 Cubitt/Vanderkooy Severance, Part Lot 21 Concession 11, Town of Minto 144

5. Building Inspector, B51/17- Fred and Cheryl Donkersgoed Severance 565 Lowe Street, Palmerston 150

6. Building Inspector, Site Plan Approval, JP Horrigan, 121 Frank Lambier Court, Palmerston 154

7. C.A.O. Clerk, Presentation, Draft Purchasing Bylaw 174

8. C..A.O. Clerk, Parking Lot Layouts Clifford Elora Lands, Arena Parking Lot Layout, Harriston Community Centre 211

9. C.A.O. Clerk, 2017 AMO Conference Delegations 216

10. C.A.O. Clerk, Ann Street Lot Bids 221

11. C.A.O. Clerk, Petition Clifford Residents Maintenance of Natural Area 224

12. Public Works Department, Triton Engineering, Harriston George Street Tender 228

13. Treasurer, Approval of Accounts 233

d. Other Business Disclosed as Additional Item

14. Motion to Return To Regular Council

15. Notices of Motion

16. Resolution Adopting Proceedings of Committee of the Whole

17. By-laws

a. 2017-50, Rezoning Harry Savage 6729 6th Line 235

b. 2017-51, Rezoning Martin Levi 9304 Road 3 North 238

c. 2017-52, Site Plan Agreement 111 Frank Lambier Court, Felix and Bernice Weber 241

d. 2017-53, Site Plan Agreement 121 Frank Lambier Court, J.P. Horrigan 256

e. 2017-54, Confirming Proceedings of June 20, 2017 Committee of the Whole/Council Meeting 271

18. Adjournment

Council Minutes
Tuesday, June 6, 2017 2:30 p.m.
Council Chambers

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

Staff Present for all or part of the meeting:
Bill White, C.A.O. Clerk
Annilene McRobb, Deputy Clerk, Recording Secretary
Chris Harrow, Fire Chief
Terry Kuipers, Chief Building Official
Belinda Wick-Graham, Business & Economic Manager
Gordon Duff, Treasurer
Mike McIsaac, Road Foreman
Stacey Pennington, Building Inspector
Matt Lubbers, Recreation Services Manager

1. Call to Order 2:30 p.m.

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

3. Motion to Convene into Closed Session

RESOLUTION 2017-111
Moved By: Councillor Colwell; Seconded By: Councillor Anderson
THAT The Council of the Town of Minto conduct a meeting Closed to the Public to discuss the following:

- Previous Minutes of the May 16 2017 Closed Session
- Proposed or Pending Acquisition or Disposition of Land – Palmerston Industrial Park
- Proposed or Pending Acquisition or Disposition of Land – Palmerston
- Proposed or Pending Acquisition or Disposition of Land – Minto Township

Carried

4. Motion to Convene into Open Session 3:12 p.m.

RESOLUTION 2017-112
Moved By: Councillor Turton; Seconded By: Councillor Elliott
THAT The Council of the Town of Minto resume into open Council.

Carried

5. Minutes of Previous Meeting

a. Regular Council Minutes of May 16, 2017

RESOLUTION 2017-113
Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Dirksen
THAT the minutes of the May 16, 2017 Council Meeting be approved.

Carried

6. Additional Items Disclosed as Other Business

Councillors Turton, Anderson, Dirksen and Elliott, Deputy Mayor Faulkner and Mayor Bridge Faulkner stated they had items.

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

RESOLUTION 2017-114
Moved By: Councillor Turton; Seconded By: Councillor Anderson
THAT The Town of Minto Council convenes into Committee of the Whole.

Carried

8. Public Meeting - 5 p.m.

a. ZBA-2017-03 Shrimp Canada; Concession 1 Part Lot 24 RP 60R11700, Palmerston

Mayor Bridge Chaired the meeting, called it to order at 5:17 pm, and requested members of the public present to please sign the attendance record. He stated that 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.

C.A.O. Clerk White described the location of the site, and noted the proposed amendment would rezone the lands to expand site specific provisions of the M1-30(H) zone to permit an aquaculture use. Initially the proposal would proceed on well and septic with eventual connection to municipal services. Other zoning relief may be considered where appropriate. The C.A.O. Clerk advised notice was mailed to landowners within 120 meters of the lands,

applicable agencies and posted on-site May 15, 2017. Comments received were from Linda Redmond Manager of Planning and Environment and Stacey Pennington Building Inspector, both attending to present comments.

Stacey Pennington came forward to speak to Council with a printed email from Palmerston resident Amanda Heseltine received at 3:40 pm. The C.A.O. Clerk then read the letter outlining concerns with the proposal due to serious shrimp allergies. The C.A.O. Clerk had been advised of the allergy issue and had received an email from the applicant which he read now that the issue was brought up. The applicant's letter spoke to bio-security and other controls in the operation to reduce risk.

Linda Redmond, Manager of Planning and Environment and Curtis Marshall Senior Planner advised they had no concerns with the application. Building Inspector Pennington noted site plan approval is required and sections in the water and sewer by-laws allow temporary private systems but municipal servicing requirement can go in the site plan agreement.

Chair Bridge called on the applicant, agent or any members of the public to provide comments regarding the proposed Amendment, no one was in attendance. He then stated 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, N0G 1Z0 or by email at Bwhite@town.minto.on.ca . Chair Bridge adjourned the Public Meeting at 5:35 pm

9. Delegations

a. Mayor's Charity Golf Tournament Groups - Minto Safe Community Committee, Palmerston Imperials Fastball Team and Youth for Christ/Youth Unlimited of Minto

Wayne Martin spoke for the Palmerston Imperials who host the Canadian Under 14 Fastball Championships August 9-13. He thanked the Town and Mayor's Golf Tournament for their support noting funds will offset tournament expenses.

Ken Mohle of Youth Unlimited spoke about his organization's programs to inspire youth. He is grateful for the opportunity to volunteer with the golf tournament and will use funds to improve their building called "Upper Deck" to meet codes and for youth programming.

Todd Pridham of Safe Communities thanked Council and the Mayor's Golf Tournament. He highlighted programs such as Road Watch, Vial of Life, and Safe Kids Day bike rodeo. Funds will be used to expand programs focusing on anti-bullying plus team building clothing.

b. Harriston Historical Society, Request for Rental Agreement Review

Mark Mac Kenzie thanked Council for their consideration and reviewed his report outlining how the Society preserves local history. The Society is challenged raising enough money for operations and asked if rental rate at the Harriston Library could be reduced.

Mayor Bridge noted the Town leases the space from the County and sub leases to the Society and another organization that are under the same lease terms. Staff will review options with the Society and report back to Council

c. County Councillor David Anderson, County Report (after 5 p.m.)
County Councillor Anderson congratulated Mayor Bridge on re-election to the Federation of Canadian Municipalities Board. He reviewed County activities in areas of Solid Waste, O.P.P., Social Services, Museum and Libraries. There is lots of interest in new County Housing in Palmerston. Mayor Bridge thanked County Councillor Anderson for the update.

10. Public Question Period

Resident Mark Mac Kenzie asked about poor grass cutting at the Harriston Cemetery. C.A.O. Clerk White had observed cutting last Wednesday as were similar complaints. Staff is working with the new contractor to make sure proper service is given; rain had hampered some cuts. Any damage to headstones will not be tolerated and will be corrected.

11. Correspondence Received for Information or Requiring Direction of Council

a. County of Wellington, Council Resolution - Local Hookah Establishments
b. Waterloo Wellington LHIN May Newsletter
c. MPP Randy Pettapiece, Petition to Save Long Term Care Beds
d. Champlain Township, Not A Willing Host For Wind Turbines
e. MP John Nater, Bill C-45 the Cannabis Act
f. City of St. Catharines, Letter to Support Adjala-Tosorontio, Waive Taxes on Canada Flags for 150th Anniversary
g. Ontario Provincial Police, Municipal Policing Bureau Progress Report
h. Minister of Municipal Affairs, Receipt of Report on Bill 68
i. Minister of Municipal Affairs, Response to Motion Opposing Proposed Changes to Building Code
j. AMO Members Update, Changing Workplaces Final Report Released
k. Municipality of Calvin, Resolution 2017-090 Support for Township of North Frotenac re Hydro Rates
l. Municipality of East Ferris, Support for MP Cheryl Gallant, Tax Exemptions Local Officials
m. AMO Policy Update - Several Important Amendments to Bill 68 Achieved
n. Mapleton Seniors Centre for Excellence, June Calendar & Newsletter

Deputy Mayor Faulkner asked if item 11 e) MP John Nater, Bill C-45 the Cannabis Act could be pulled for a staff report. Councillor Colwell asked if Item 11 l).Municipality of East Ferris, Support for MP Cheryl Gallant Tax Exemptions Local Officials could also be reviewed.

C.A.O. White Clerk noted that Item j) AMO Members Update, Changing Workplaces Final Report was released which was previously reviewed by Council. Staff will examine legislative changes to determine impacts on Town workplaces although focus is on vulnerable workers.

MOTION: COW 2017-137
Moved by: Councillor Colwell: Seconded by: Deputy Mayor Faulkner
THAT staff bring back a report on Item 11 e) MP John Nater, Bill C-45 the Cannibis Act AND FURTHER THAT staff review Item 11 l) Municipality of East Ferris, Support for MP Cheryl Gallant re Tax Exemptions for Local Officials to determine Minto's status on this issue.

Carried

MOTION: COW 2017-138
Moved By: Councillor Turton; Seconded By: Councillor Elliott
THAT the balance of the Council correspondence is received for information.

Carried

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

a. Committee Minutes for Receipt – None

b. Committee Minutes for Approval

1. Cultural Roundtable Committee Minutes of May 29 2017

Belinda Wick Graham highlighted the minutes noting the Northern Wellington Youth Connection Event. Saturday June 10 is the Volunteer Open House at the Palmerston Railway Museum and official opening of the Viola and Carol Homuth Library. Savour the Street is in Harriston August 12. Interested groups are encouraged to apply for remaining community event funds.

MOTION: COW 2017-139
Moved By: Deputy Mayor Faulkner; Seconded by: Councillor Anderson
THAT Council receive the Cultural Roundtable Committee Minutes from May 29, 2017 and approves any recommendations contained therein.

Carried

c. Staff Reports

1. Business and Economic Manager, Year End Review

Business & Economic Manager Wick-Graham presented noting the Department is responsible for 15 local and 10 regional committees plus numerous events. Programs include Business Retention & Expansion, Pitch It Renew Northern Wellington, Community Revitalization, Workforce Development, Alumni Attraction, Investment Attraction, Marketing & Communications and LaunchIt to name a few. Under the Community Improvement Plan $85,030.88 in grants were given for Projects totaling $291,685.23. Priorities for 2017 are

Alumni Attraction, Clifford Downtown, Job & Housing Portal, Elevate Agriculture, Minto Youth Action Council, Supporting County Labour Force and Immigration initiative.

Councillor Elliott congratulated the Business & Economic Manager for her excellent presentation at OSUM conference. Council noted the importance of economic development was emphasized at the Federation of Canadian Municipalities conference. Mayor and Council thanked her and Department staff for their excellent work.

MOTION: COW 2017-140
Moved By: Councillor Turton; Seconded By: Councillor Elliott
THAT The 2016 Economic Development Year in Review be received for information.

Carried

2. By-Law Enforcement Officer, Exemption and Licensing of Backyard Hens

By-Law Enforcement Officer Forbes noted this is the first application since the change to the by-law. Letters to neighbouring properties were sent out and no objections received.

MOTION: COW 2017-141
Moved By: Councillor Turton; Seconded By: Councillor Elliott
THAT the Council of the Town of Minto receives the By-law Enforcement Officer's June 6, 2017 report regarding the exemption to By-law 02-80 for keeping backyard hens at 332 Jane St. Palmerston and approves the exemption.

Carried

Deputy Mayor Faulkner assumed the Chair

3. Fire Chief, Minto Fire PTSD Plan

Chief Harrow reviewed the Post Traumatic Stress Disorder Plan. 82 firefighters had training many with spouses and partners. Supervisors are trained. A peer support team gives added support in cooperation with other departments in the County. The Plan includes access to specialized employee assistance program at a cost of $2 per person per month.

MOTION: COW 2017-142
Moved By: Councillor Anderson; Seconded By: Councillor Dirksen
THAT the Council accepts the Fire Chief's June 1 report regarding Minto Fire PTSD Plan, and approves the Minto Fire PTSD Plan as currently written, and enrollment of Minto Firefighters into the Volunteer Firefighter Insurance Services at an annual cost of $24 per firefighter.

Carried

4. Fire Chief, Howick Fire Protection Agreement

Chief Harrow noted Howick's new proposal reduces their cost by changing the $3,000 per-call payment in favour of $6,500 annually. Minto's coverage area would be 50% smaller.

Council supports a new agreement but is concerned about cost recovery where call volumes are high. Council discussed adding a $1,000 per call charge for each call after the first ten.

MOTION: COW 2017-143
Moved By: Councillor Elliott; Seconded By: Councillor Turton
THAT Council approve the new Township of Howick Fire Protection Agreement as outlined in the Fire Chiefs May 19 2017 report and pass the corresponding By-Law authorizing the C.A.O. Clerk and Mayor to sign the agreement.

Defeated

MOTION: COW 2017-144
Moved by; Councillor Colwell; Seconded by: Councillor Dirksen
THAT the Council sign back the Howick Fire Protection Agreement with a flat rate of $6,500 per year and that the agreement be amended to charge any calls after the first 10 be charged at a rate of $1,000 per call, and that the C.A.O. Clerk and Mayor be authorized by by-law to sign the amended agreement

Carried

Mayor Bridge reassumed the Chair

5. Deputy Clerk, Temporary Road Closure Clifford Homecoming
The Deputy Clerk reviewed the parade route. Council expects a long parade.

MOTION: COW 2017-145
Moved By: Councillor Anderson; Seconded By: Councillor Colwell
That Council receives the Deputy Clerks report dated May 30, 2017 regarding the Clifford Homecoming Parade and considers a By-law in regular session closing Elora Street North to Nelson Street East, Nelson Street East to Brown Street, Brown Street to James Street and James Street to Elora Street North in Clifford, between the hours of 10:00 a.m. to 1:00 p.m. Saturday August 5th, 2017.

Carried

Councillor Turton assumed the Chair

6. C.A.O. Clerk and Water Foreman, Bulk Water Draft Policy
C.A.O. Clerk White recommends a policy since bulk water since the Town has supplied for many reasons in the past. The policy restricts bulk water taking to less than 0.725% (5,050 cubic metres) of total consumption at discretion of the Overall Responsible Operator but not during water restrictions. A by-law to remove water restrictions except during a drought or emergency can come forward since consumption is down 232,862 cubic metres.

Council discussed the policy and asked questions about supplying bulk water and public concerns expressed since Bright's Water request was considered. The policy does not allow exclusivity for any company. Council discussed deferring so information can be made available to the public before the policy returns for a decision

MOTION: COW 2017-146
Moved by: Councillor Elliott; Seconded by: Councillor Colwell
THAT the Bulk Water Policy be deferred so staff can make available information on the draft bulk water policy to the public, and that a by-law be brought forward to remove water restrictions for all Minto customers except as may be required during emergency, drought or other conditions identified by the Overall Responsible Operator.

Carried

Councillor Cowell assumed the Chair

7. Treasurer and Tax Collector, Minutes of Settlement and Assessment Adjustments
Treasurer Duff noted adjustments and corrections to assessments through MPAC.

MOTION: COW 2017-147
Moved By: Councillor Turton; Seconded By: Deputy Mayor Faulkner
THAT Council receives the May 2017 report from the Treasurer and Tax Collector regarding Assessment Adjustments and that these adjustments are approved.

Carried

8. Treasurer and Tax Collector, Section 357 Applications
Treasurer Duff noted these changes result from removal of a barn or house.

MOTION: COW 2017-148
Moved By: Mayor Bridge ; Seconded By: Councillor Elliott
THAT Council receives the May 2017 report from the Treasurer and Tax Collector regarding Section 357 Applications and that these applications are approved.

Carried

9. Treasurer, Approval of Accounts
The Treasurer noted payments for arena work, fire truck inspections, sewer videos, street sweeping, tree removal, main flushing, inflatable flood barrier, and buying Elora Street lot.

MOTION: COW 2017-149
Moved By: Deputy Faulkner; Seconded By: Councillor Dirksen
THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for May 30,2017 as follows: Administration $258,520.33, Building $2,733.19, Economic Development $9,441.14, Incubator $470.86, Tourism $2,037.62,

Fire $25,070.64, Drains $15,015.40, Roads $84,121.81, Waste Water $24,721.40, Streetlights $777.74, Water $13,351.37, Town Landscaping Care $126.24, Recreation $4,766.07, Clifford $5,785.09, Harriston $7,457.28, Palmerston $14,016.90, Norgan $6,032.44.

Carried

10. Treasurer, Clean Water and Wastewater Fund (CWWF) Transfer Payment Agreement
Treasurer Duff noted funding for George Street Upgrades in Harriston is approved but an extension will be needed for final paving.

MOTION: COW 2017-150
Moved By: Councillor Turton; Seconded By: Mayor Bridge
THAT Council receives the June 1, 2017 report from the Treasurer and a by-law authorizing signing of the Transfer Payment Agreement be considered in open session.

Carried

Councillor Turton assumed the Chair

11. Roads Foreman, Municipal Drain #6 13, 54 Improvement
Road Foreman McIsaac noted the old assessment schedules for the drain were not fair and would be re-allocated in one engineer's report.

MOTION: COW 2017-151
Moved by: Deputy Mayor Faulkner; Seconded by: Mayor Bridge
THAT the Council of the Town of Minto receives the Road Foreman's report dated May 23, 2017 regarding the Municipal Drain Petition and Improvement under Section 78 of the *Drainage Act* and appoints Dietrich Engineering Limited to represent the Town's interest in regard to maintenance of Municipal Drains #6, 13 and 54.

Carried

d. Other Business Disclosed as Additional Item
Councillor Elliott presented a video of the 64th annual OSUM Conference. The pedestrian bridge in Palmerston will be re-lit with new LED lights donated by Heritage Funeral Home.

Deputy Mayor Faulkner noted that Chief Harrow and Callise Foerter have been working on the Master Fire Plan and it is close to being done.

Councillor Turton noted that the Frank Kelly Memorial Golf Tournament is June 15 and they are looking for more teams.

Councillor Dirksen advised the Harriston Fire Fighters Breakfast, the Garden Festival and Palmerston Farmers Market opening were well attended. Saturday the Palmerston Railway

Heritage Museum opens with recognition of Viola and Carol Homuth, and reunions for SS #'s 18, 9 and 7 are at the Drew Community Hall.

Mayor Bridge thanked Councillor Dirksen for attending the local events last weekend, and Councillors able to support his re-election to the FCM Board in Ottawa. He will report on FCM's activities. June 24 is Party in the Park; Mayor Bridge is still looking for a Town team.

13. Motion to Return To Regular Council

RESOLUTION 2017-115
Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Colwell
THAT the Committee of Adjustment convenes into Regular Council meeting.

Carried

14. Notices of Motion - None

15. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION 2017-116
Moved By: Councillor Elliott; Seconded By: Councillor Dirksen
THAT The Council of the Town of Minto ratifies the motions made in the Committee of the Whole.

Carried

16. By-laws

a. 2017-45; Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure; Clean Water and Wastewater Fund

RESOLUTION 2017-117
Moved By: Councillor Anderson; Seconded By: Councillor Turton
THAT By-law 2017-45; By-law to authorize execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure; Clean Water and Wastewater Fund; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

b. 2017-46; Fire Services Agreement, Township of Howick

RESOLUTION 2017-118
Moved By: Councillor Colwell; Seconded By: Councillor Elliott
THAT By-law 2017-46; to authorize the Mayor and CAO Clerk to execute a Fire Services

Agreement between the Corporation of the Town of Minto and the Corporation of the Township of Howick as amended; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

c. 2017-47; Temporary Road Closure, Clifford Homecoming

RESOLUTION 2017-119
Moved By: Councillor Dirksen; Seconded By: Deputy Mayor Faulkner
THAT By-law 2017-47; To Temporarily Close Roads in Clifford on August 5, 2017 for a Community Event; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

d. 2017-48; Rezoning- Shrimp Canada

RESOLUTION 2017-120
Moved By: Councillor Colwell; Seconded By: Councillor Turton
THAT By-law 2017-48; To Amend Zoning By-law Number 01-86 by adding a new permitted use for Aquaculture Production; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

e. 2017-49; Confirming Proceedings of June 6, 2017 Committee of the Whole/Council Meeting

RESOLUTION 2017-121
Moved By: Councillor Turton; Seconded By: Councillor Elliott
THAT By-law 2017-49; A By-law to confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held June 6, 2017; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

17. Adjournment

RESOLUTION 2017-122
Moved By: Councillor Colwell; Seconded By: Deputy Mayor Faulkner
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

Public Hearing Agenda Committee of Adjustment
Tuesday June 20th, 2017 at 7:00 p.m.
Council Chambers, Municipal Office
5941 Highway 89, RR# 1 Harriston

1. Chair Bridge calls the Public Hearing to order and publicly states: "**Any decision reached by this Committee today cannot be used to set a precedent. Each application considered by the Committee is dealt with on its own merits and no two applications are exactly the same**".

2. The Public Hearing is to consider Minor Variance Application File No. MV-2017-05, DeBoer.

3. Chair Bridge to call on the Secretary -Treasurer.

4. Secretary -Treasurer White to state the following information.

   The Subject Property is legally described as Part Park Lot 21 RP 60R2582 Part 1; Western Canada Load & Savings Co Plan, with a civic address of 558 Main Street E, Former Town of Palmerston; Town of Minto.

   THE PURPOSE AND EFFECT OF THE APPLICATION is to permit the existing accessory structure to remain with an interior sideyard setback of 0.48m (1.58 ft) whereas Section 6.1.2 b) of the Town of Minto Zoning By-law 01-86, as amended requires an interior sideyard setback of 1.0m (3.3 ft). Other zoning relief may be considered for the proposal where appropriate.

   Notices were mailed to the property owners within 200 feet or 60 metres of the subject property as well as the applicable agencies on June 5th, 2017, posted on the subject property, and circulated to staff on the same date and the following comments were received:
   - Town of Minto Building Inspector, Staff report
   - Report Wellington Senior Planner, Linda Redmond
   - Brandi Walter Maitland Valley Conservation Authority email – no concerns

5. Chair Bridge calls upon the applicant or agent followed by comments by County or Town Staff.

6. Chair Bridge requests any persons wishing to speak to the application to come forward and address the Committee of Adjustment through the Chair.

7. Chair Bridge asks for any questions by Committee, or any response or rebuttal by the applicant or agent.

8. The Secretary -Treasurer provides resolution(s) for the Committee to consider. Upon a resolution being carried or defeated; the Notice of Decision of the Committee of Adjustment is to be signed by all members of the Committee of Adjustment in favour of the decision.

9. Chair Bridge to state **"Anyone wishing to receive a copy of the Notice of Decision" to please sign the Request for Notice of Decision prior to leaving the Council Chambers following the meeting**.

10. Chair Bridge to officially adjourn the Public Hearing.

Town of Minto

DATE: June 14th, 2017

TO: Mayor Bridge and Members of Council

FROM: Stacey Pennington Building Inspector

RE: Minor Variance MV-2017-05, DeBoer

Part Park Lot 21 RP 60R2582 Part 1; Western Canada Load & Savings Co Plan, 558 Main Street E, Former Town of Palmerston; Town of Minto.

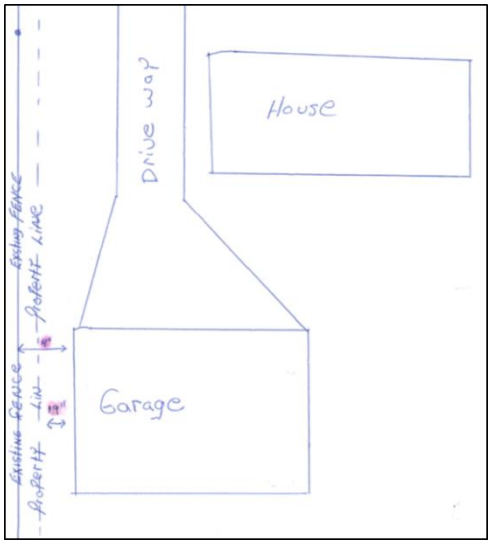
STRATEGIC PLAN

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

BACKGROUND

The subject lands are legally described as Part Park Lot 21 RP 60R2582 Part 1; Western Canada Load & Savings Co Plan, with a civic address of 558 Main Street E, Former Town of Palmerston; Town of Minto. The subject property is 0.10 ha (0.25 ac) in size, and houses a single family dwelling and accessory structure.

The purpose of the application in the notice was to provide relief from the minimum side yard setback for a residential accessory structure. Please see the sketch to the right submitted by the applicant.



The subject property is zoned Main Street Mixed Use (MU2). Permitted uses include existing the single family dwelling and accessory structure. In The Town of Minto Zoning By-law 01-86, Section 6.1 Accessory Uses regulates the Use, Location, Height and Lot Coverage requirements for accessory structures. As a result of a neighbouring survey, it was determined that the accessory structure is located closer to the property line than the Zoning By-law permits. The relief requested is outlined in the table below:

Existing Accessory Structure	Permitted	As Constructed	Relief Sought
Min Side Yard Section 6.1.2 b)	1.0 m (3.3 ft)	0.51 m (1.7 ft)	0.49 m (1.6ft)

RECOMMENDATION

THAT the Committee of Adjustment receives the Building Inspectors report regarding proposed MV-2017-05; DeBoer, Minor Variance application for Part Park Lot 21 RP 60R2582 Part 1; Western Canada Load & Savings Co Plan, 558 Main Street E, Former Town of Palmerston, Town of Minto.

Stacey Pennington, Building Inspector

ATTACHMENTS

County of Wellington Planner comments

COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
ALDO SALIS, M.Sc., B.E.S., MCIP, RPP, DIRECTOR
T 519.837.2600
F 519.823.1694
1.800.663.0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ON N1H 3T9

June 5, 2017

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

RE: Minor Variance Application MV2017-05
558 Main St. E., Palmerston
Adrian & Frances DeBoer

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

Planning Comments: The variance requested would provide relief from the minimum side yard setback for a detached garage. The existing garage has been found to be located closer to the side lot line than permitted by the Zoning By-law. A recent survey of the neighbouring property determined that the fence thought to be dividing the properties was not actually located on the lot line. The garage has been found to be 0.51 m (1.7 ft) from the lot line, whereas Section 6.1.2 of the Zoning By-law requires a minimum side yard setback of 1.0 m (3.3 ft).

We note that this application is to correct an existing situation and have no further concerns. This variance is minor and would maintain the general intent and purpose of the Official Plan and Zoning By-law, and would be desirable and appropriate for the development of the subject property.

Subject Property and Location
The property is described as Western Canada Loan and Savings Plan, Part Park Lot 21, Part 1, RP 60R2582, municipal address 558 Main St. E., Palmerston. The subject property has an area of approximately 0.10 ha (0.25 ac.) and is occupied by a dwelling and accessory garage.

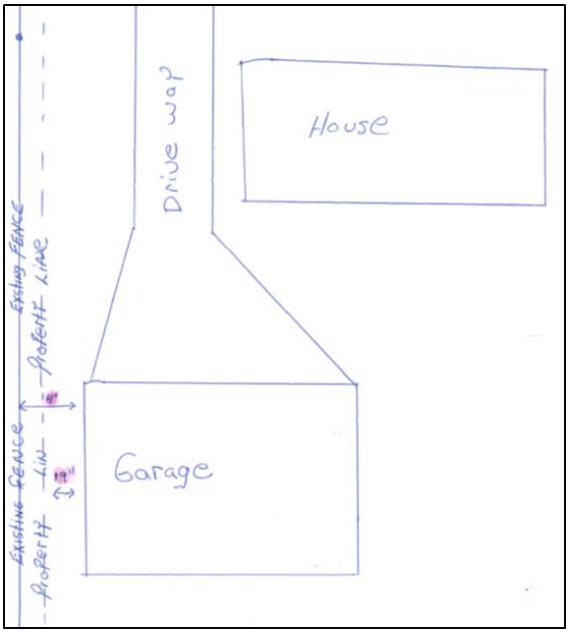
Proposal
The variance requested would provide relief from the minimum side yard setback for a detached garage. The existing garage has been found to be located closer to the side lot line than permitted. An air photo of the property is shown in Figure 1. The applicant's submission sketch is shown in Figure 2.

Wellington County Official Plan
The subject property is designated Residential Transition Area. Permitted uses include single detached dwellings.

Section 13.7 of the Plan provides consideration for minor variances provided the general intent of the Official Plan and Zoning By-law are maintained and the variance is minor and desirable for the appropriate development of the land. Consideration shall be given as to whether compliance with the by-law would be unreasonable, undesirable or would pose an undue hardship on the applicant.

Figure 1 - aerial

Figure 2: Sketch



Minto Zoning By-law

The subject property is zoned Main Street Mixed Use (MU2). Permitted uses include existing single detached dwellings and accessory structures. Accessory buildings and structures are subject to the provisions of Section 6.1 Accessory Uses in the Zoning By-law. The existing garage has been found to be located closer to the side lot line than permitted by the Zoning By-law. The following variance is required for the existing garage:

	Zoning By-law (01-86)		
	Allowed	**Requested**	**Difference**
Existing Garage Minimum Side Yard Section 6.1.2 b)	1.0 m (3.3 ft)	0.51 m (1.7 ft)	0.49 m (1.6 ft)

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

Yours truly,

Curtis Marshall, MCIP, RPP
Senior Planner

NOTICE OF DECISION OF
COMMITTEE OF ADJUSTMENT
WITH REASONS RE APPLICATION FOR
File No. MV-2017-05 Minor Variance – s.45(1)

NAME OF COMMITTEE: The Town of Minto Committee of Adjustment
RE AN APPLICATION BY: Adrian and Francis DeBoer
PROPERTY ADDRESS: 558 Main Street E
LOCATION OF PROPERTY: Part Park Lot 21 RP 60R2582 Part 1; Western Canada Load & Savings Co Plan, Former Town of Palmerston, Town of Minto

THE PURPOSE AND EFFECT OF THE APPLICATION to permit the existing accessory structure to remain with an interior sideyard setback of 0.48m (1.58 ft) whereas Section 6.1.2 b) of the Town of Minto Zoning By-law 01-86, as amended requires an interior sideyard setback of 1.0m (3.3 ft). Other zoning relief may be considered for the proposal where appropriate.

WE, the undersigned, in making the decision upon this application, have considered whether or not the variance requested was minor and desirable for the appropriate development or use of the land, building or structure, and that the general intent and purpose of the zoning by-law and the official plan will be maintained or, in the case of a change in the use of property which is lawfully non-conforming under the by-law, as to whether or not this application has met the requirements of subsection 45(2) of *The Planning Act*, concur in the following decision and reasons for decision made on the 20th day of June, 2017.

DECISION: **Approves** the application by Adrian and Francis DeBoer, for property Part Park Lot 21 RP 60R2582 Part 1; Western Canada Load & Savings Co Plan, Former Town of Palmerston, Town of Minto, with a civic address of 558 Main St E; to permit the existing accessory structure to remain with an interior sideyard setback of 0.48m (1.58 ft) whereas Section 6.1.2 b) of the Town of Minto Zoning By-law 01-86, as amended requires an interior sideyard setback of 1.0m (3.3 ft).

CONDITIONS: n/a

REASONS FOR DECISION: The Committee believing the request to be minor, **and** desirable for the appropriate development of the lands, and to maintain the intent and purpose of the official plan and zoning by-law denies the application.

A brief explanation of the effect, if any that the written and oral submissions had on the decision:
County of Wellington Planner Comments.
Town of Minto Staff comments outlining impact on adjacent occupied lands and future development.

continued on reverse

Signature of member	Signature of member	Signature of member
Signature of member	Signature of member	Signature of member

Chair

continued on reverse

Appeal – The last date for filing a notice of appeal of this decision is July 10th, 2017. Any such appeal must be filed with the secretary-treasurer of the committee and must set out the objection to the decision and the reasons in support of the objection and must be accompanied by the fee required by the Ontario Municipal Board.

Amount of Fee payable on appeal is $300.00

Person – appeal limitation – Only individuals, corporations and public bodies may appeal decisions in respect of an application for a minor variance or permission to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

Other applications – If known, indicate if the subject land is the subject of an application under the Act for:
□ Approval of a plan of subdivision (under section 51) File # Status
□ Consent (under section 53) File# Status:
□ Previous application (under section 45) File# Status

CERTIFICATION

I, Bill White, certify that the information included herein is a true copy of the decision of the Committee with respect to the application recorded therein.

Dated this 20th day of June 2017.

Signature of Secretary-Treasurer

Personal information contained on this form, collected pursuant to the *Planning Act,* will be used for the purposes of that Act. Questions should be directed to the Freedom of Information and Privacy Coordinator at the institution conducting the procedures under the Act.

NOTICE OF DECISION OF
COMMITTEE OF ADJUSTMENT
WITH REASONS RE APPLICATION FOR
File No. MV-2017-04 Minor Variance – s.45(1)

NAME OF COMMITTEE: The Town of Minto Committee of Adjustment
RE AN APPLICATION BY: Jim McLaughlin
PROPERTY ADDRESS: 6178 5th Line
LOCATION OF PROPERTY: Part Lot 18 RP 61R6983 Part 1, Part 2 Togerther With Right of Way 7, Part 15, Concession 5, Town of Minto

THE PURPOSE AND EFFECT OF THE APPLICATION to permit the construction of two detached residential accessory structures with a combined ground floor area of 556.2 square metres (5984 sf) whereas as per Section 6.1.4 of the Town of Minto Zoning By-law 01-86, a maximum ground floor area of 176.5 square metres (1900 sf) is permitted; and to permit a 2-storey building height of 8.3 metres (27 ft), whereas as per Section 6.1.3 of the Town of Minto Zoning By-law 01-86, permits a single storey accessory structure with a maximum height of 6.7m (22 ft).

WE, the undersigned, in making the decision upon this application, have considered whether or not the variance requested was minor and desirable for the appropriate development or use of the land, building or structure, and that the general intent and purpose of the zoning by-law and the official plan will be maintained or, in the case of a change in the use of property which is lawfully non-conforming under the by-law, as to whether or not this application has met the requirements of subsection 45(2) of *The Planning Act*, concur in the following decision and reasons for decision made on the 2nd day of May, 2017.

DECISION: **Denies** the application by Jim McLaughlin for property Part Lot 18 RP 61R6983 Part 1, Part 2 Togerther With Right of Way 7, Part 15, Concession 5, Town of Minto with a civic address of 6178 5th Line; to permit the construction of two detached residential accessory structures with a combined ground floor area of 314.4 square metres (3384 sf) whereas as per Section 6.1.4 of the Town of Minto Zoning By-law 01-86, a maximum ground floor area of 176.5 square metres (1900 sf) is permitted; and to permit a 2-storey building height of 8.3 metres (27 ft), whereas as per Section 6.1.3 of the Town of Minto Zoning By-law 01-86, permits a single storey accessory structure with a maximum height of 6.7m (22 ft).

CONDITIONS: n/a

REASONS FOR DECISION: The Committee believing the request to be minor, **and** desirable for the appropriate development of the lands, and to maintain the intent and purpose of the official plan and zoning by-law denies the application.

A brief explanation of the effect, if any that the written and oral submissions had on the decision:
County of Wellington Planner Comments.
Town of Minto Staff comments outlining impact on adjacent occupied lands and future development.

continued on reverse

Signature of member	Signature of member	Signature of member
Signature of member	Signature of member	Signature of member

Chair

continued on reverse

Appeal – The last date for filing a notice of appeal of this decision is May 22nd, 2017. Any such appeal must be filed with the secretary-treasurer of the committee and must set out the objection to the decision and the reasons in support of the objection and must be accompanied by the fee required by the Ontario Municipal Board.

Amount of Fee payable on appeal is $300.00

Person – appeal limitation – Only individuals, corporations and public bodies may appeal decisions in respect of an application for a minor variance or permission to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

Other applications – If known, indicate if the subject land is the subject of an application under the Act for:
□ Approval of a plan of subdivision (under section 51) File # Status
□ Consent (under section 53) File# Status:
□ Previous application (under section 45) File# Status

CERTIFICATION

I, Bill White, certify that the information included herein is a true copy of the decision of the Committee with respect to the application recorded therein.

Dated this 2nd day of May 2017.

Signature of Secretary-Treasurer

Personal information contained on this form, collected pursuant to the *Planning Act,* will be used for the purposes of that Act. Questions should be directed to the Freedom of Information and Privacy Coordinator at the institution conducting the procedures under the Act.

From: Brandi Walter <bwalter@mvca.on.ca>
Sent: Wednesday, June 14, 2017 6:43 PM
To: Bill White
Cc: Linda Redmond
Subject: MV

Dear Bill and Linda,

RE: Pt Pk Lt 21, RP 60R2582, Pt 1, Town of Minto

Please be advised, the subject property is not affected by natural hazards or natural heritage features. As such, MVCA has no concern for the proposed MV.

Kind Regards,

Brandi Walter
Environmental Planner, Regulations Officer
MAITLAND VALLEY CONSERVATION AUTHORITY
Box 127, Wroxeter, Ontario, N0G 2V0
519-335-3557; bwalter@mvca.on.ca

THE COUNCIL OF THE TOWN OF MINTO
PUBLIC MEETING AGENDA
ZBA-2017-05
Applicant: Harry Savage
TUESDAY June 20th 2017,
7:00 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 Part Lot 2, Concession 6, RP 61R-5840, Part 1, municipal address 6729 6th Line, Town of Minto.

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 2, Concession 6, RP 61R-5840, Part 1, municipal address 6729 6th Line.

The Purpose and Effect of the proposed amendment is to rezone approximately 4.7 ha (11.61 acres) of the property from Extractive Industrial (EI) to Agricultural (A) and Natural Environment (NE) to allow for the construction of a single detached residential dwelling. The proposed lands to be rezoned are no longer licensed under the *Aggregate Resources Act* for extraction. 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 May 30th, 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
c) Emily Bumbaco, Planning Technician, Upper Grand District School Board with no concerns (attached)
d) Brandi Walter, Maitland Valley Conservation Authority comments and map

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, N0G 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

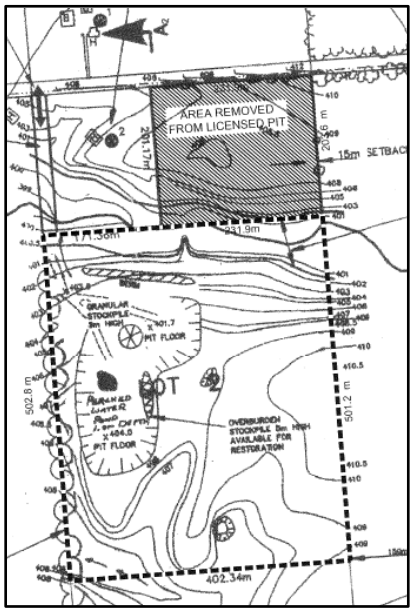
DATE: June 7, 2017
Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: ZBA 2017-05 H Savage 6729 6th Line

STRATEGIC PLAN

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

BACKGROUND

The subject lands are located on Part Lot 2, Concession 6, municipally known as 6729 6th Line.



The property is 25.26 ha (62.42 ac) in size. Currently, the property is zone EI (Extractive Industrial for a gravel pit operation on the property.

The intent of this application is to rezone 4.7 ha (11.61 ac) of subject land to allow for the construction of a single detached dwelling.

Shown on the right; the proposed lands to be rezoned have been removed from the pit license under the *Aggregate Resources Act*. The remainder of the lands are still licensed and are currently used as a gravel pit.

The arial photo below shows the surrounding land uses including: a single family dwelling to the West, and agricultural to the North and East.

COMMENTS

Building
The building department supports the application. The proposed zoning of the property is Agricultural and Natural Environment to reflect the watercourse and flood plain at the rear of the property.

RECOMMENDATION

THAT Council receives the Building Assistants report on the proposed rezoning for Harry Savage, 6729 6th Line, Town of Minto for information and considers passing a by-law in open session.

ATTACHMENTS: Comments, Linda Redmond, Manager of Planning, 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: June 6, 2017
TO: Bill White, C.A.O.
Town of Minto
FROM: Linda Redmond, Manager of Planning and Environment
County of Wellington
SUBJECT: **Harry Savage**
Part Lot 2, Con 6, 6729 6th Line
Zoning By-law Amendment

PLANNING OPINION

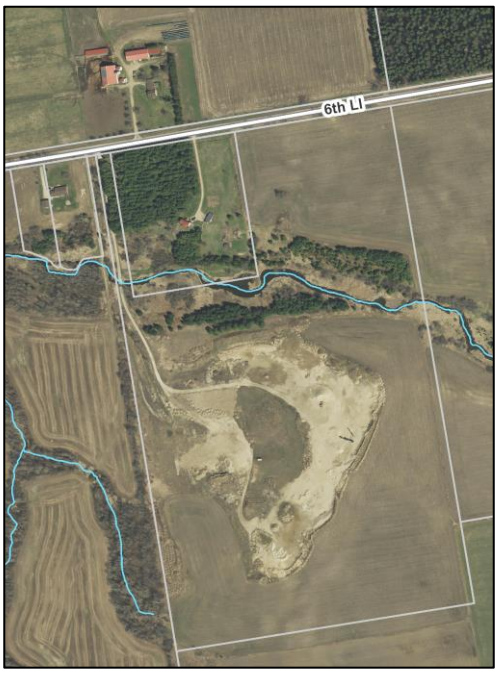
The purpose of the zoning amendment is to rezone approximately 4.7 hectares (11.61 acres) of land from Extractive Industrial (EI) to Agricultural (A) to allow for the construction of a single detached dwelling.

The proposed lands to be rezoned are no longer licensed under the *Aggregate Resources Act* for extraction and were never disturbed as part of the gravel pit operation on the property. Extraction of this area, appears to have been constrained by a water course and floodplain that separates the lands from the larger extraction area, and by setbacks that would have been required by the MNR to the road allowance and lot lines. The use of the property is also a more compatible use with the existing adjacent dwelling. We are satisfied that the proposal is consistent with the PPS and is in general conformity with the County of Wellington Official Plan.

A draft zoning by-law has been prepared for Council's consideration that rezones most of the lands which are no longer licensed for aggregate extraction to Agricultural (A) and the portion of the lands within the floodplain and associated Regulated Area which are not appropriate for development as Natural Environment (NE).

INTRODUCTION

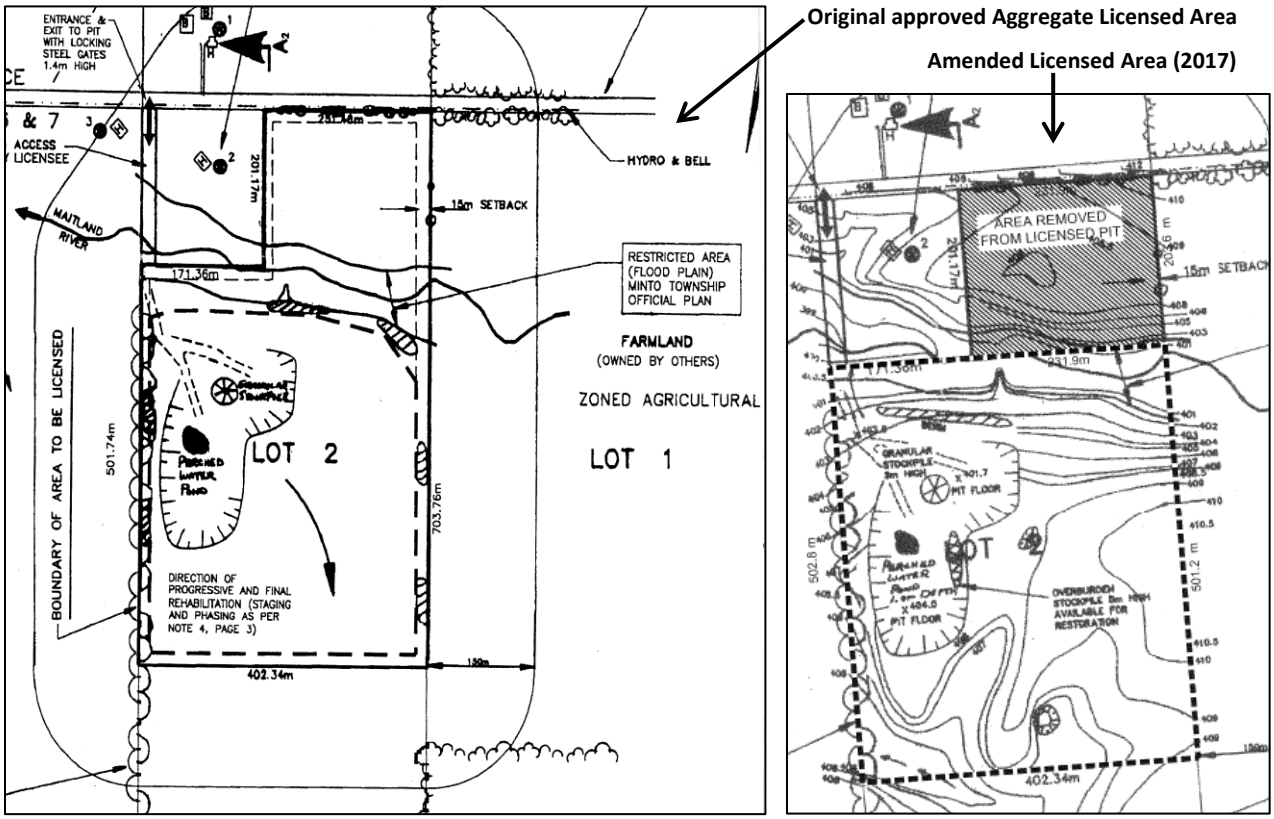
The property subject to the proposed amendment is located on Part Lot 2, Con 6 (Minto), RP 61R-5840, Part 1, municipal address 6729 6th Line. Approximately 4.7 hectares (11.61 acres) of the property is proposed to be rezoned from Extractive Industrial (EI) to Agricultural (A). The portion of the property proposed to be rezoned is currently vacant, while the remainder of the property is licensed and used as a gravel pit (known as the Robertson Gravel Pit). Adjacent uses include rural residential to the west, agricultural to the north and east, and a County Forest to the north east.



PROPOSAL

The purpose of the zoning amendment is to rezone approximately 4.7 hectares (11.61 acres) of land from Extractive Industrial (EI) to Agricultural (A) to allow for the construction of a single detached dwelling. In March 2017, the Ministry of Natural Resources and Forestry amended the aggregate

extraction license on the property in response to the owner request to remove (referred to as a "partial surrender") a portion of the property from the licensed area. The owner also filed a site plan amendment which will remove this area of property from the approved plans for the Existing Features, Operational and Rehabilitation Site Plans. The remainder of the property continues to be licensed for aggregate extraction.



PROVINCIAL POLICY STATEMENT (PPS)

The subject property is located within the Prime Agricultural Area.

Under Section 2.5.2 - Mineral Aggregate Resources, mineral aggregate resources shall be protected for long term use and known deposits should be identified. Mineral aggregate operations should be protected from development and activities that hinder their expansion or use. The subject property is identified as being within the Aggregate Sand and Resource Area in the County Official Plan.

Under Section 3.1 Natural Hazards development shall directed to areas outside of hazards and development and site alteration is not permitted within specific flooding hazards. The rear portion of the lands proposed to be rezoned are identified as being within a floodplain. These lands are restricted for development by the Maitland Valley Conservation Authority.

COUNTY OFFICIAL PLAN

The subject property, including the portion of the property proposed to be rezoned is located within the Prime Agricultural Area. Within the Prime Agricultural Area, agricultural uses and single detached dwellings are permitted.

The rear portion of the lands which are located within the floodplain are designated as Core Greenlands. Development in this area is restricted. Section 5.6.4 identifies that Core Greenland areas shall be placed in

a restrictive zone which prohibits buildings, structures and site alterations except in specific circumstances.

The subject property, including the portion of the property proposed to be rezoned are also identified as being located within the Mineral Aggregate Resource Overlay which identifies that aggregate deposits are likely available. Policy 6.6.2 identifies that in lands within or adjacent to the Overlay, development which would preclude or hinder access to the resource will only be allowed if:

a) resource extraction use would not be feasible;
b) the proposed development serves a greater long term public interest; in this case, reasonable efforts should be made to use the resource wherever practical;
c) issues of public health, safety and environmental impact are addressed.

ZONING BY-LAW 01-86

The subject property, including the portion of the property proposed to be rezoned are currently zoned Extractive Industrial (EI) which permits a gravel pit operation. Adjacent lands are zoned Agricultural (A) and Natural Environment (NE).

PLANNING DISSCUSION

The proposed land to be rezoned is no longer licensed for aggregate extraction. In reviewing the previously approved Site Plan for the property we note that this area was not identified for extraction even though it was included within the licensed area. The area has not been disturbed for aggregate extraction and has been used for crop production. It would appear to be constrained by the fact that there is an existing watercourse (with Flood Plain) that separates this portion of the property from the larger property, and the size of the land available would be further reduced by setbacks from the road allowance and property lines that would be required to be maintained.

The rezoning of this portion of the property to Agriculture (A) for construction of a single detached dwelling would be a more compatible use with the existing adjacent dwelling. It should be noted that the construction of a dwelling on the property would have to satisfy MDS I requirements as part of the building permit application.

It is our opinion that the rear portion of the proposed portion of the property should be rezoned as it is within the floodplain and has an associated Regulated Area (MVCA). County Official Plan and Conservation Authority policies would generally not permit development within this area of the property. The County Plan also provides direction that Core Greenland areas (which includes flood plain areas) shall be placed in restrictive zoning category.

A draft zoning by-law has been prepared (attached to this report) for Councils consideration that rezones most of the area which is no longer licensed from Extractive Industrial (EI) to Agricultural (A). The rear portion of the lands which are no longer licensed for extraction but are within the flood plain and associated Regulated Area have been placed in the Natural Environment (NE) Zone to reflect the hazards associated with these lands.

Respectfully submitted
County of Wellington Planning and Development Department

L Redmond

_____
Linda Redmond, Manager of Planning and Environment

THE CORPORATION OF THE TOWN OF MINTO
BY-LAW NUMBER _____.

BEING A BY-LAW 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 1 of the Town of Minto Zoning By-law 01-86 is amended by rezoning part of Part Lot 2, Concession 6, RP 61R-5840, Part 1, as shown on Schedule "A" attached to and forming part of this By-law, from **Extractive Industrial (EI)** to **Agricultural (A)** and **Natural Environment (NE)**.

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 AND SECOND TIME THIS _____ DAY OF _____, 2017

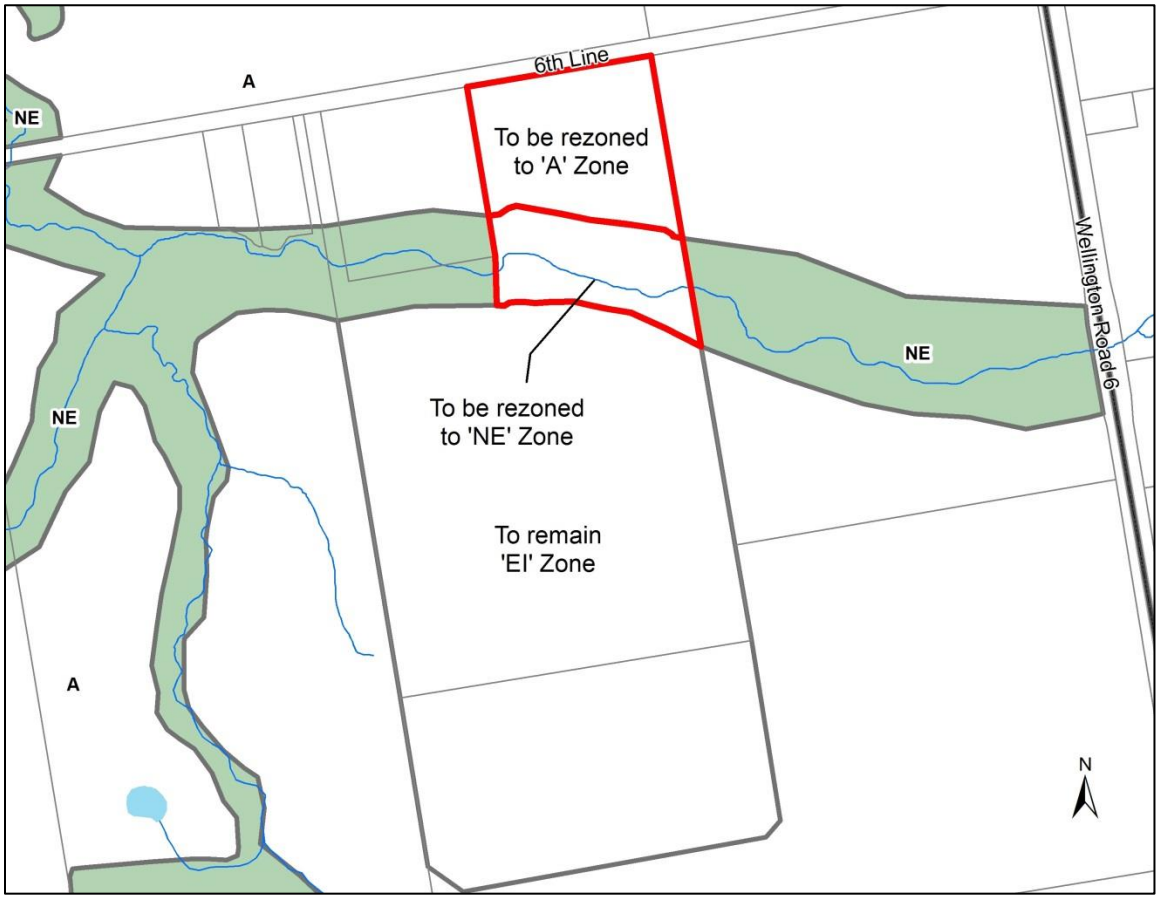
READ A THIRD TIME AND PASSED THIS ____ DAY OF _____,2017

_____. _____.
MAYOR CLERK

THE TOWN OF MINTO

BY-LAW NO_____.

Schedule "A"



Passed this ___ day of _____2017.

_____.____ _____.____

MAYOR CLERK

EXPLANATORY NOTE

BY-LAW NUMBER _____.

THE SUBJECT LAND is located on Part Lot 2, Concession 6, RP 61R-5840, Part 1, municipal address 6729 6th Line. The property subject to the amendment is approximately 4.7 hectares (11.61 acres) in size and is currently vacant.

THE PURPOSE AND EFFECT of the amendment is to rezone the property from Extractive Industrial (EI) to Agricultural (A) and Natural Environment (NE) to allow for the construction of a single detached dwelling.

RECEIVED JUN 13 2017

UPPER GRAND DISTRICT SCHOOL BOARD
500 Victoria Road North, Guelph, Ontario N1E 6K2
Phone: (519) 822-4420 Fax: (519) 822-2134

Martha C. Rogers
Director of Education

June 8, 2017

PLN: 17-54
File Code: R14
Sent by: mail & email

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

Dear Mr. White;

Re: Zoning By-law Amendment
6729 6th Line, Town of Minto

Planning staff at the Upper Grand District School Board has reviewed the above noted application for a zoning by-law amendment to permit the construction of a single detached residential dwelling.

Be advised that the Planning Department does **not object** to the proposed amendment subject to the following condition:

- Education Development Charges (EDCs) shall be collected prior to the issuance of a building permit

Should you require additional information, please feel free to contact me.

Sincerely,

Emily Bumbaco
Planning Technician
emily.bumbaco@ugdsb.on.ca

MEMORANDUM

TO:	**Bill White, CAO/Clerk, Town of Minto, via email**
CC:	**Linda Redmond, Manager of Planning and Environment, Cty of Wellington, via email** **Applicant, via mail**
FROM:	**Brandi Walter, Environmental Planner / Regulations Officer** **Maitland Valley Conservation Authority (MVCA)**
DATE:	**June 14, 2016**
SUBJECT:	**Application for Zoning By-law Amendment** **Part Lot 2, Concession 6, RP 61R-5840, Part 1, Town of Minto, Geographic Town of Harriston; County of Wellington6729 6th Line**

The Maitland Valley Conservation Authority (MVCA) has reviewed the above-noted application for zoning by-law amendment with regard for Provincial Policies and associated mapping related to Natural Heritage and Natural Hazards features in accordance with our Memorandum of Agreement for plan review with County of Wellington; and in accordance with our delegated responsibility for representing the "Provincial Interest" for natural hazards; and with regard for *Ontario Regulation 164/06*. Based on our review, we offer the following comments.

It is our understanding the purpose and effect of the amendment is to rezone approximately 4.7 ha of the property from Extractive Industrial (IE) to Agricultural (A) and Natural Environment (NE) to allow for the construction of a single detached residential dwelling.

Natural Heritage

The subject property features a river valley, watercourse with fish habitat, woodlot (less than 4 ha) with potential for local wildlife habitat. However, with the exception of fish habitat, the above noted features have not been identified in the County of Wellington Official plan as significant natural heritage features.

Proposed construction of a residence on the subject property should not have an impact on fish habitat, provided all development occurs at least 30 meters from the stable top of bank of the watercourse.

Natural Hazards

As shown on the attached MVCA map, the property is affected by regional floodplain.

Provincial Policy Statement (PPS), 2014:

Section 3.1, Natural Hazard Policies of the PPS does not support development and site alteration within lands subject to flooding hazards.

As such, in order for this application and proposed development to be in conformance with the Natural Hazard Policies of the PPS, construction of the residence must be located outside of the flooding hazard limit. Based on our review of the attached map, there is sufficient room for development on the subject property to locate development outside of the hazard lands.

It is our recommendation the limits of the proposed NE zone include the limits of the floodplain lands as shown on the attached map. The County of Wellington should have a copy of MVCA's current floodplain mapping. The County's Official Plan Core Greenlands designation, schedule A5, March 9, 2015 appears to match MVCA's floodplain mapping. However, please have your GIS technician contact our office to confirm.

Including the flooding hazard limit in the proposed NE zone is in conformance with the County of Wellington's Core Greenlands Policies, section 5.4.3.

MVCA; Ontario Regulation 164/06

Floodplains plus 15 meters from the floodplain boundary; and watercourses plus 15 meters from the stable top of bank of the watercourse are MVCA regulated areas, pursuant to *Ontario Regulation 164/06* made under the *Conservation Authorities Act (R.S.O., 1990, chapter C.27).* Subject to the Regulation, development (construction, reconstruction, filling, grading), alteration and interference within Authority regulated lands requires permission from MVCA, prior to undertaking the work.

All proposed development and site grading on the property must be located outside of the floodplain plus 15 meters from the floodplain boundary. A MVCA permit is not required for development located outside of MVCA regulated lands.

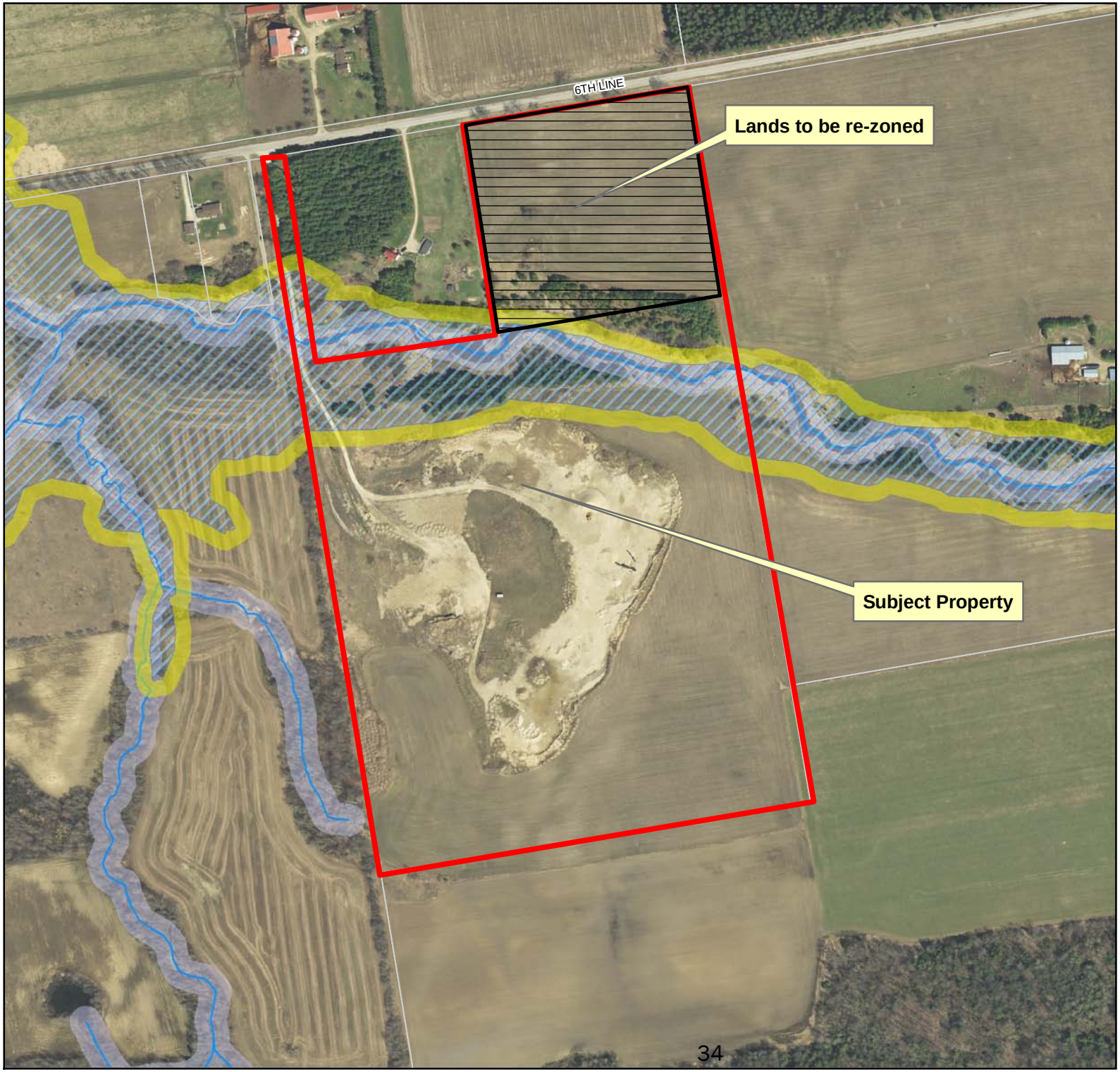
Recommendation

Provided development occurs outside of the flooding hazard limit and maintains at least 30 meters from the top of bank of the watercourse/fish habitat, it is MVCA's opinion the application is in conformance with the Natural Heritage and Natural Hazard policies of the PPS, 2014.

MVCA Fees

We have not yet received our $225.00 fee for review of this application. We will invoice the applicant directly.

Thank you for the opportunity to comment at this time. Feel free to contact Brandi Walter of this office if you have any questions.



Ontario Regulation 164/06 Regulated Features

North Maitland Sub Basin
CON 6 PT LOT 2 RP
61R5840;PART 1
Geographic Township of Minto
Town of Minto
Wellington County
6729 6TH LINE

Legend

legend

- Floodplain
- 15 metre Floodplain Allowance
- Watercourses
- 15 metre Watercourse Buffer

N

1:5,000

0 9 18273645
Meters

1 cm = 50 meters

Map Projection: UTM NAD83 Zone 17

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Aerial Photography taken in 2015 by Fugro Geospatial.

This map is for illustrative purposes only. Information contained hereon is not a substitute for professional review or a site survey and is subject to change without notice. The Maitland Valley Conservation Authority takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.

Planning & Regulations - Develop - Alteration - 2017 - Planning

Date: 06/06/2017
Produced by: Andrew Fera

Maitland CONSERVATION

THE COUNCIL OF THE TOWN OF MINTO
PUBLIC MEETING AGENDA
ZBA-2017-06
Applicant: Levi Martin
TUESDAY June 20th 2017,
7:00 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 Part Lot 16, Con 9 (Minto), RP 60R-2212, Town of Minto, municipally known as 9304 Road 3 North.

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 16, Con 9 (Minto), RP 60R-2212, Town of Minto, municipally known as 9304 Road 3 North.

The Purpose and Effect of the proposed amendment is to rezone the subject property to permit the construction of a commercial greenhouse. 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 May 30th, 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
c) Brandi Walter, Maitland Valley Conservation Authority, comments and map

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, N0G 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: June 7, 2017
Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: ZBA 2017-06 Levi Martin– 9304 Road 3 North Harriston

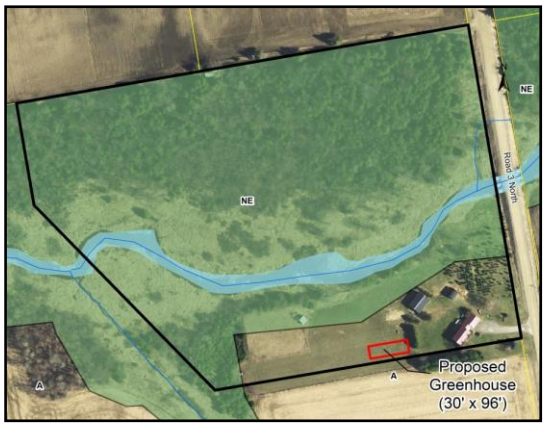
STRATEGIC PLAN

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 are located on Part Lot 16, Concession 9, RP 60R-2212, part 1, municipally known as 9304 Road 3 N. The property is 7.16 ha (17.7 ac) in size and houses and existing single family detached dwelling and accessory buildings.

The intent of this application is to rezone the subject lands allow for the construction of a commercial greenhouse, with the intension of plant sales on the property. The applicant is proposing to move the greenhouse from his current location at 6425 8th Line. The greenhouse is 267.6 m^2 (2880 ft^2). The proposal is to locate the greenhouse to the rear of the existing dwelling, 3.04m (10 ft) from the southern lot line; and 47.9m (157 ft) from the Natural Environment Zone, as shown to the right.



COMMENTS

Public Works
There are no concerns with the application.

Building
The building department supports the application. The current zoning of the property is Agricultural and Natural Environment. The property falls under the agricultural reduced lot regulations outlined in Section 8.5.2 of the Town of Minto Zoning By-law 01-86, as amended. Although the growth of plants is considered an agricultural use; and a small scale retail outlet is permitted in the agricultural zone; a commercial greenhouse is not permitted. The building department supports this site specific rezoning permitting a commercial greenhouse.

RECOMMENDATION

THAT Council receives the Building Assistants report on the proposed rezoning for Levi Martin, 6304 Road 3 N, Town of Minto for information and considers passing a by-law in open session.

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

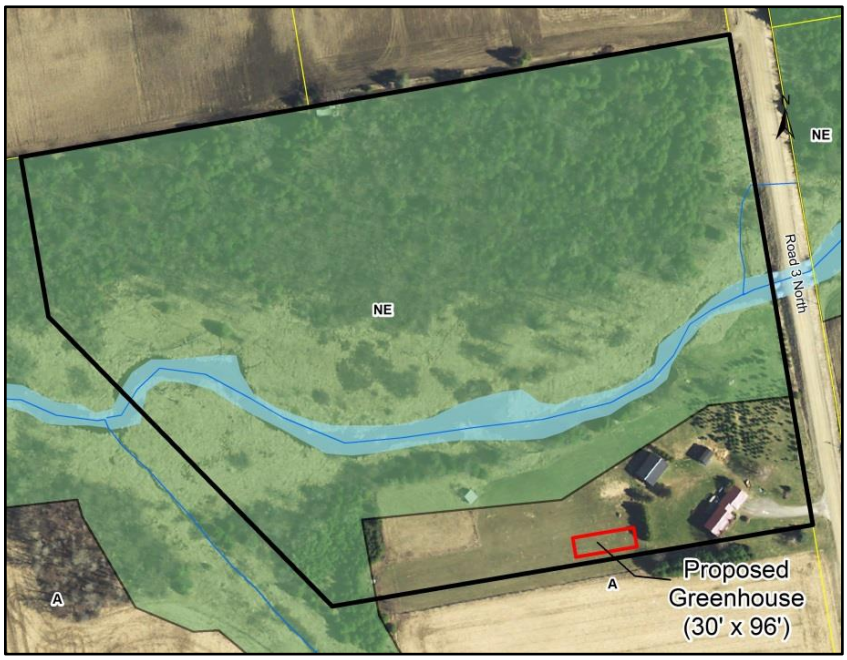
DATE: June 5, 2017
TO: Bill White, C.A.O.
Town of Minto
FROM: Linda Redmond, Manager of Planning and Environment
County of Wellington
SUBJECT: **Levi Martin & Lloyd Martin**
Part Lot 16, Con 9, 9304 Road 3 N Line
Zoning By-law Amendment

PLANNING OPINION

This zoning amendment would allow for a commercial greenhouse on the subject lands. This use would fall under the definition of both an agricultural and an agricultural-related use. Under the PPS and Official Plan, agricultural-related uses may be permitted in prime agricultural areas provided that they are farm-related, compatible with surrounding agriculture, directly related to farm operations in the area and supports agriculture. The applicant has indicated that plants grown in the greenhouse will be sold (retailed) from the property. The definition of agricultural use in the Official Plan also includes the growing of nursery and horticultural crops. Staff's opinion is that this use is in keeping with the intent of the PPS and Official Plan.

INTRODUCTION

The property subject to the proposed amendment is located on Part Lot 16, Con 9 (Minto), RP 60R-2212, Part 1, municipal address 9304 Road 3 N Line. The property is approximately 7.16 ha (17.7 acres) in size and there is an existing single detached dwelling and accessory buildings on the property.



PROPOSAL

The purpose of the zoning amendment is to rezone the property to permit the construction of a commercial greenhouse. The applicant is proposing to construct a 267.6 m^2 (2880 ft^2) greenhouse on the property. The greenhouse is proposed to be located to the rear of the existing dwelling and approximately 3.04 m (10 ft) from the south lot line, and 47.9 m (157 ft) from the boundary of the Natural Environment (NE) Zone. The applicant has indicated that the plants grown in the greenhouse would be sold (retailed) on the property.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is located within the Prime Agricultural Area. Under Section 2.3.3 of the PPS, permitted uses within the Prime Agricultural Area include *agricultural uses*, *agricultural-related uses* and *on-farm diversified uses*. Proposed *agricultural-related* uses and *on-farm diversified uses* shall be compatible with, and shall not hinder surrounding agricultural operations.

An Agricultural-related use "means those farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity".

COUNTY OFFICIAL PLAN

The subject property, including the portion of the property proposed to be rezoned is located within the Prime Agricultural Area. Under section 6.4.3 permitted uses within the Prime Agricultural Area include: agricultural uses, secondary uses including home businesses and farm businesses, agriculture-related uses and single detached dwellings.

The definition of agricultural use in the Official Plan includes the growing of nursery and horticultural crops.

Section 6.4.5 of the County Official Plan allows small scale agriculture-related businesses as required to serve agriculture and directly related to farm operations. The plan requires that farm-related commercial and farm-related industrial uses are to be small-scale and directly related to farm operations and are required in close proximity to agricultural operations. This policy does not restrict the products to *"the farm"* and contemplates uses that may be related to a number of farms. Taking into account also the Agriculture First policy of Section 6.4.2 which states that "As a general rule, land use activities that support agriculture will be encouraged and land use activities that do not support agriculture will be discouraged", we believe that the proposal is in keeping with the intent of the Plan.

A large portion of the property is designated as Core Greenlands. Development in this area is restricted. Section 5.6.4 identifies that Core Greenland areas shall be placed in a restrictive zone which prohibits buildings, structures and site alterations except in specific circumstances. No development is proposed within the Core Greenlands Area. The greenhouse is proposed to be located approximately 47.9 m (157 ft) from the boundary of the Core Greenlands Area.

SOURCE PROTECTION

The subject property is subject to the Maitland Valley Source Protection Plan Area and is located within a Well Head Protection Area – D, with a Vulnerability Score of 4. The proposed greenhouse is not considered a significant threat and no further actions are required under the Source Protection Plan.

ZONING BY-LAW 01-86

The subject property is currently zoned Agricultural (A) and Natural Environment (NE). The proposed Greenhouse is located within the Agricultural (A) zoned portion of the property. Permitted uses within the Agricultural (A) area include: agricultural uses, single detached dwellings, and home industries.

Section 6.20.1 requires that all buildings and structures must maintain a 30.0 m (98.4 ft) setback from the boundary of the Natural Environment (NE) zone. The proposed greenhouse appears to meet this standard as it is proposed to be located 47.9 m (157 ft) from the boundary.

The applicants have proposed a side yard setback of approximately 3.04 m (10 ft) from the south lot line which meets the zoning requirements for accessory structures in the Agricultural zone. A 3.04 m (10 ft) setback should provide for adequate access and drainage around the greenhouse and should not impact the adjacent property (agricultural field).

PLANNING DISSCUSION

This use would fall under the definition of both an agricultural and an agricultural-related use provided it is small scale. Under the PPS, the Official Plan and the Zoning By-law, agriculture related uses in a prime agricultural area *may* be permitted provided that they are farm-related, compatible with surrounding agriculture, directly related to farm operations in the area and supports agriculture. The PPS does establish this as a primary criterion. We note that the applicant has indicated that plants grown in the greenhouse will be sold (retailed) from the property. The growing of plants in the greenhouse is considered an agricultural use, while the retail sale of the plants on the property is an agricultural-related use.

A draft zoning by-law has been prepared (attached to this report) for Councils consideration that applies a site specific exception to the property to permit the commercial greenhouse use. The property will continue to be zoned Agricultural (A) as opposed to being changed to an Agricultural Commercial (AC) Zone which would permit a wider variety of uses on the property.

Respectfully submitted
County of Wellington Planning and Development Department

_____
Linda Redmond, Manager of Planning and Environment

THE CORPORATION OF THE TOWN OF MINTO
BY-LAW NUMBER _____.

BEING A BY-LAW 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 1 - Town of Minto Zoning By-law 01-86 is amended by rezoning the lands described as Part of lot 16, Con 9, RP 60R-2212, Part 1, as shown on Schedule "A" attached to and forming part of this By-law, from **Agricultural (A)** to **Agricultural Exception (A-115)**.

2. THAT Section 36 Exception Zone 3 – Town of Minto, is amended by the inclusion of the following new exception:

36.115 Part Lot 16, Con 9	**A-115**	In addition to the uses permitted in the Agricultural zone, a commercial greenhouse shall also be permitted and shall be required to meet the requirements for an accessory structure.

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 AND SECOND TIME THIS _____ DAY OF _____, 2017

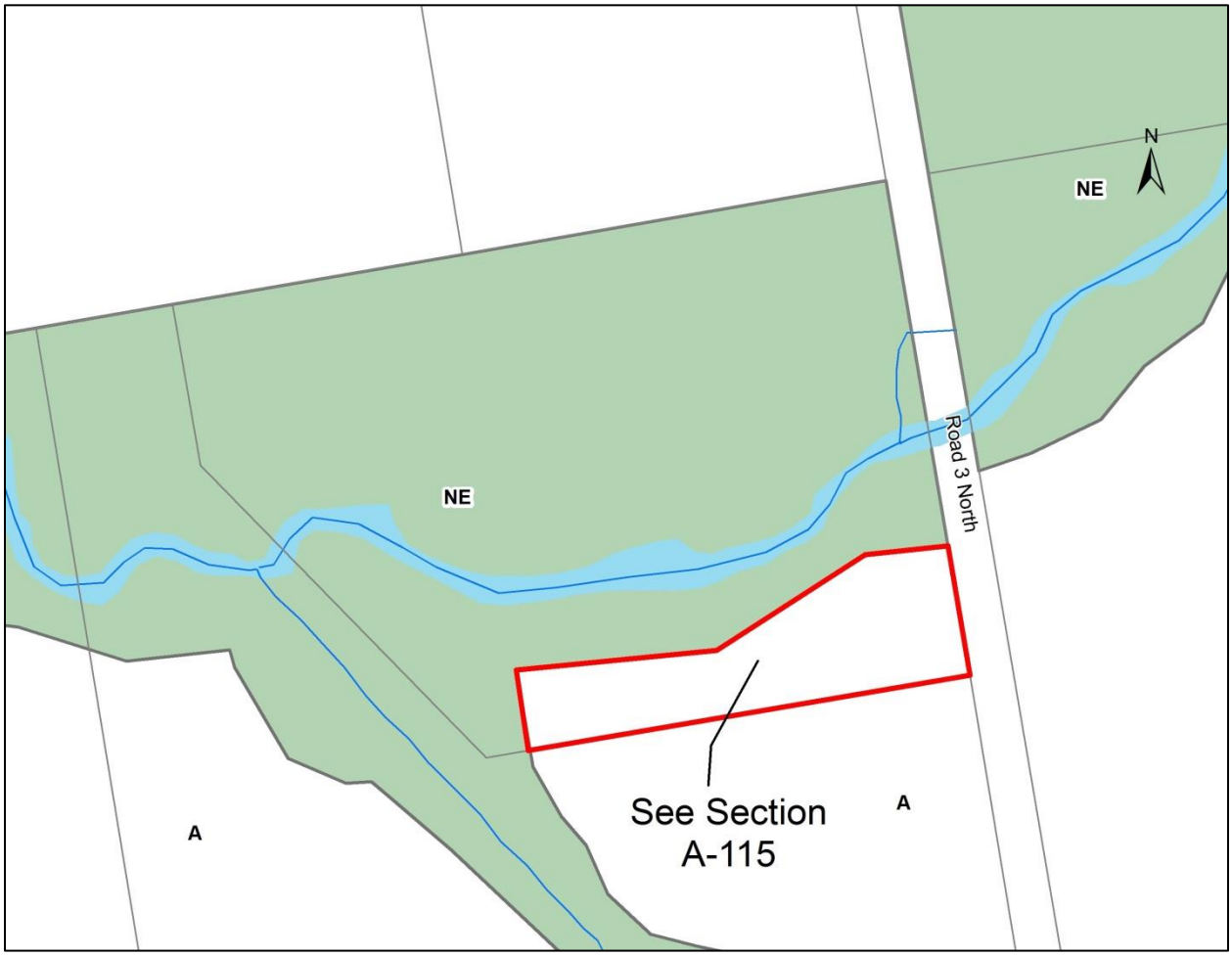
READ A THIRD TIME AND PASSED THIS ____ DAY OF _____,2017

_____. _____.
MAYOR CLERK

THE TOWN OF MINTO

BY-LAW NO_____.

Schedule "A"



Passed this ___ day of _____2017.

_____.____ _____.____

MAYOR CLERK

EXPLANATORY NOTE

BY-LAW NUMBER _____.

THE SUBJECT LAND is located on Part Lot 16, Con 9 (Minto), RP 60R-2212, Part 1, municipal address 9304 Road 3 N Part Lot 2, Concession 6, RP 61R-5840, Part 1, municipal address 6729 6th Line. The property is approximately 7.16 ha (17.7 acres) in size and there is an existing single detached dwelling and accessory buildings on the property.

THE PURPOSE AND EFFECT of the amendment is to rezone the property from from Agricultural (A) to Agricultural Exception (A-115) to permit a commercial greenhouse on the property.

MEMORANDUM

TO:	**Bill White, CAO/Clerk, Town of Minto**
CC:	**Linda Redmond, Manager of Planning and Environment, Cty of Wellington**
FROM:	**Brandi Walter, Environmental Planner / Regulations Officer Maitland Valley Conservation Authority (MVCA)**
DATE:	**June 13, 2016**
SUBJECT:	**Application for Zoning By-law Amendment Part Lot 16, Concession 9, RP 60R-2212, Part 1, Town of Minto, Geographic Town of Harriston; County of Wellington, 9304 road 3 N**

The Maitland Valley Conservation Authority (MVCA) has reviewed the above-noted application for zoning by-law amendment with regard for Provincial Policies and associated mapping related to Natural Heritage and Natural Hazards features in accordance with our Memorandum of Agreement for plan review with County of Wellington; and in accordance with our delegated responsibility for representing the "Provincial Interest" for natural hazards; and with regard for *Ontario Regulation 164/06*. Based on our review, we offer the following comments.

It is our understanding the purpose and effect of the amendment is to rezone the subject property to permit the construction of a commercial greenhouse. The property is currently zoned Agricultural and Natural Environment.

Natural Heritage

The subject property features locally significant wetland, significant woodland, river valley and fish habitat.

Based on our review of Schedule 1, Map A of the Town of Minto's Zoning By-law, it appears the above-mentioned natural heritage features are accurately represented by the Natural Environment Zone. Construction of the greenhouse should be located outside of the Natural Environment (NE) zone and setback from the NE zone in conformance with Section 6.20 of the Town of Minto's Zoning By-law.

Natural Hazards

As shown on the attached MVCA map, the property is affected by regional floodplain and locally significant wetland. Wetlands are also floodprone lands that feature unstable organic soils unsuitable for development.

1093 Marietta St., Box 127, Wroxeter, ON N0G 2X0 • 519-335-3557 • www.mvca.on.ca

Provincial Policy Statement (PPS), 2014:

Section 3.1, Natural Hazard Policies of the PPS does not support development and site alteration within lands subject to flooding hazards or hazardous sites (land unsafe for development and site alteration due to unstable soils).

As such, in order for this application and proposed development to be in conformance with the Natural Hazard Policies of the PPS, construction of the greenhouse must be located outside of the floodplain and wetland boundaries.

The NE zone noted-above also represents the floodplain extent on this property.

MVCA; Ontario Regulation 164/06

Floodplains plus 15 meters from the floodplain boundary; and wetlands plus 30 meters from the boundary of a locally significant wetland are MVCA regulated areas, pursuant to *Ontario Regulation 164/06* made under the *Conservation Authorities Act (R.S.O., 1990, chapter C.27).* Additionally, located on the property is a watercourse. Watercourses plus 15 meters from stable top of bank are also MVCA regulated lands. Subject to the Regulation, development (construction, reconstruction, filling, grading), alteration and interference within Authority regulated lands requires permission from MVCA, prior to undertaking the work.

MVCA has identified the developable portion of the property outside of the floodplain and wetland in black cross hatching on the attached map. A MVCA permit is required for construction of the greenhouse if proposed within 15 meters of the floodplain.

MVCA staff must be contacted prior to construction and/or site alteration in order to undertake a floodplain survey on the property to identify the developable area on site. Please contact Erin Gouthro, Regulations Officer for more information.

Recommendation

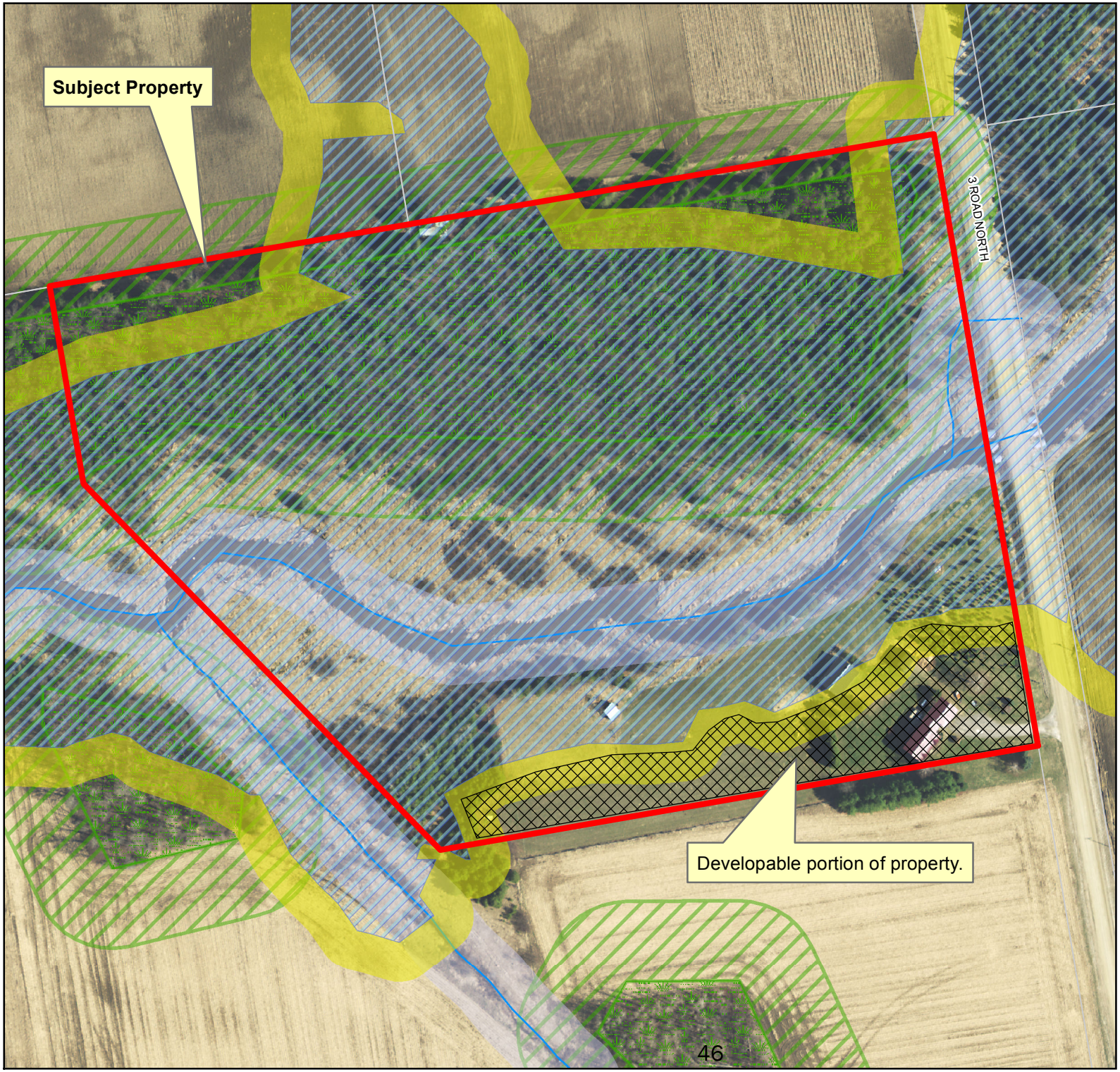
Provided development occurs outside of the Natural Environment zone and natural hazard lands, it is MVCA's opinion the application is in conformance with the Natural Heritage and Natural Hazard policies of the PPS, 2014.

Prior to construction of the greenhouse, MVCA must be contacted to undertake a floodplain survey to locate the structure outside of the hazard lands. A MVCA permit is required for development within 15 meters to the floodplain.

MVCA Fees

We have not yet received our $225.00 fee for review of this application. We will invoice the applicant directly.

Thank you for the opportunity to comment at this time. Feel free to contact Brandi Walter of this office if you have any questions.



Ontario Regulation 164/06 Regulated Features

North Maitland Sub Basin
CON 9 PT LOT 16 RP
60R2212;PART 1
Geographic Township of Minto
Town of Minto
Wellington County
9304 ROAD 3 N

Legend

legend

- Floodplain
- 15 metre Floodplain Allowance
- Watercourses
- 15 metre Watercourse Buffer
- Locally Significant Wetland (LSW)
- 30 m LSW Buffer

N

1:2,000

0 4.5 9 13.5 18 22.5

Meters

1 cm = 20 meters

Map Projection: UTM NAD83 Zone 17

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Aerial Photography taken in 2015 by Fugro Geospatial.

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Planning & Regulations - Develop - Alteration - 2017 - Planning

Date: 06/06/2017
Produced by: Andrew Fera

Maitland CONSERVATION

TOWN OF MINTO
DATE: June 1st, 2017
REPORT TO: Mayor and Council
FROM: Matthew Lubbers, Recreation Services Manager
SUBJECT: Norgan Theatre Update

STRATEGIC PLAN:

Provide 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.

BACKGROUND:

The Norgan Theatre has had a rich history in Palmerston and the Town of Minto since 1947. As a gift to its residents from George Norgan, the theatre has been the site of many great shows and events over the past 70 years. The fate of the theatre was in question ten years ago, but the community rallied and the Council provided the necessary bridge financing in the form of a loan to ensure the required renovations took place. The 70th anniversary and the repayment of the loan in full are two significant accomplishments.

COMMENTS:

The Norgan Theatre Board would like to celebrate these achievements on August 19th and 20th. These dates were selected to coincide with the official opening of the theatre on August 20th, 1947. Activities planned for Saturday will recognize the rich history of the theatre and George Norgan. Minto resident Dave Wilson is working on a book that will be launched that day that relives the extraordinary life of George Norgan. Sunday activities will be family friendly. The Board would like Council to consider declaring August 20th, 2017 as 'George Norgan Day' in Minto.

FINANCIAL CONSIDERATIONS:

Existing budgets and staff allocations are maintained as this is a volunteer driven event.

RECOMMENDATION:

That Council of the Town of Minto receives the June 1st, 2017 report from the Recreation Services Manager entitled Norgan Theatre Update and that August 20th, 2017 is declared 'George Norgan Day' in Minto.

_____

Matthew Lubbers
Recreation Services Manager

Pitch It!

Minto Business Plan Competition

TOWN OF MINTO
DATE: June 12, 2017
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: 2016 Audited Financial Statements

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 2016 Financial Statements and Financial Information Return (FIR) have been prepared in accordance with Canadian Generally Accepted Accounting Principles as set by the Canadian Institute of Chartered Accountants (CICA) Public Sector Accounting Standards Board (PSAB). These statements have been audited by David A Richenback, Chartered Professional Accountant.

This is the eighth year that the statements have been prepared under the PSAB regulations which require the use of full accrual accounting and the recording of tangible capital assets (TCAs) at historical cost assets and amortized over their estimated useful lives.

COMMENTS:
The financial highlights are included in the accompanying PowerPoint presentation. Since the annual the budget and financial records are primarily prepared on a cash-basis, the annual surplus contained in the records of the municipality differs greatly from that calculated using the accounting concepts prescribed by PSAB.

Under the old fund-accounting format, the Town has a nil surplus. To complete the budget in a timely manner, any surplus or deficit was balanced by transfers to or from reserves. This practice will continue for the foreseeable future. Once again, the Town had a very active year with an ambitious capital infrastructure program. Increased services in the form of enhanced trails and parks and extension of water and wastewater connections contributed to a busy time for all staff.

The conversion to full-accrual accounting and the adjustments necessary to record TCAs have resulted in an annual surplus under the PSAB rules of $982,476. The Consolidated Statement of Financial Position shows the municipality's historical cost of TCAs as

$131,590,292 less accumulated amortization of $60,200,293, plus work-in-process of $1,900,073 for a net book value of $73,290,072.

In order to address the infrastructure deficit, Council has continued to invest in capital replacements and additions. The annual depreciation on the tangible capital assets is about $3.3 million. This figure is higher than previous years as the investments in new capital infrastructure in the last few years has increased the annual amortization on a straight-line basis. Updates to financial strategies contained in the Asset Management Plan to be presented in late 2017 will no doubt recommend a higher amount to replace existing infrastructure. Depreciation or maintenance provides guidance to set capital budgeting targets. Council has allocated the following amounts to capital the last five years:

2012	$3,443,218
2013	$4,346,315
2014	$4,697,141
2015	$5,236,729
2016	$5,590,087
2017 planned	$6,081,500

The Town's capital plan for 2018 to 2022 proposes approximately $4 million in annual spending on infrastructure. Despite increased grant funding and some debenture retirement, this level of funding will be difficult to achieve as financial resources and debt capacity are limited. Minto continues to be alert to grant opportunities provided by the Province and the federal Government to assist with the funding of these critical infrastructure investments. The Town's Fiscal Accountability Policy approved in 2016 requires reserve levels to remain above borrowing levels where possible, unless borrowing is needed to fulfill matching grant opportunities. If the Province allows some grant "stacking" this may provide some relief on borrowing.

The Consolidated Statement of Operations includes the activity of the former operating, capital and reserve funds. All operating and capital revenues and expenses are shown on this statement. The Net Financial Assets (or Net Debt if in a deficit) is the amount of cash available if all cashable assets were liquidated and all liabilities paid off. The Town of Minto's Net Debt Assets at December 31, 2016 was $93,768.

The Accumulated Surplus of $73,261,218 does not represent available liquid funds. The bulk of this figure is comprised of assets which are capital investments used to deliver municipal services such as roads, buildings, water towers, sanitary sewer pipes and fire trucks. The replacement value of these assets is much higher than the historical cost, as was reflected in Asset Management Plan (AMP) which was adopted by Council December 17, 2013.

Council will recall this AMP only includes roads, bridges & culverts, stormwater structures, water and wastewater assets. As required by legislation, Minto is now working on an expanded AMP to include all Tangible Capital Assets (TCAs) which have a historical Net Book Value of over $13 million. This includes recreation, fire protection, vehicles and other equipment, and land holdings are not currently in the AMP. The preliminary report shows a replacement cost of approximately $41 million for these assets. Under the terms of the new Federal Gas Tax Agreement, these assets must be integrated with the Town's AMP in accordance with new regulations. As of December 31, 2016, the citywide software shows an approximate replacement cost of all municipal capital assets of $307,000,000.

The Consolidated Statement of Cash Flows shows how the Town financed its activities and met its cash requirements. It is divided into four sections: operating activities, capital activities, investing activities and financing activities. During the year, cash decreased by $1,246,268 from a balance of $5,124,041 on December 31, 2015 to $3,877,773 on December 31, 2016. During the year this cash balance greatly fluctuates, as taxes are collected, large County and school board remittances are made, and capital expenditures are paid. The 2015 figure was abnormally high as several payables were paid in down in early 2016.

The Municipal Act, 2001, S.O. 2001, c.25, as amended, states that each Municipality will annually report on its financial affairs, accounts and transactions in the form of the annual Financial Information Return (FIR). The FIR includes many non-financial pieces of information which are used to compile statistics and submit data under the Municipal Performance Measurement Program (MPMP).

The format of the 2016 FIR is basically unchanged from that of 2015. The PSAB manual requires an estimate of the cost of remediation of contaminated sites. A review of possible municipally-owned sites which could fall under this section produced no sites which met all the criteria outlined in this section. Therefore, no amount has been set aside for this purpose in these financial statements. In general the numbers contained in the FIR tie in very closely to those reflected in the financial statements, but with much more detailed breakdowns.

The auditor has not identified any accounting or reporting issues in the audit that require changes to current practices. Budgeted figures which more closely follow PSAB regulations are shown in the Consolidated Statements of Operations and Accumulated Surplus and Change in Net Financial Assets for 2016.

FINANCIAL CONSIDERATIONS:

There is no financial impact directly associated with this report, although there are financial penalties levied if these documents are not filed when required. The information in the

audit will be part of 2018 budget deliberations, along with the useful qualitative and quantitative information contained in the updated Asset Management Plan.

RECOMMENDATION:
THAT this Report dated June 12, 2017 regarding the 2016 Financial Statements and Financial Information Return be received:
AND FURTHER THAT the 2016 audited Financial Statements and Financial Information Return be approved as presented.

_____

Gordon Duff
Treasurer

TOWN OF MINTO 2016 FINANCIAL STATEMENT PRESENTATION

Presented by:
Gordon Duff, CPA, CGA
David Richenback, CPA, CA

Outline

- Review of significant financial statement elements including
  - Statement of Financial Position
  - Statement of Operations and Accumulated Surplus
  - Statement of Change in Net Financial Assets
  - Statement of Cash Flows
  - Long Term Debt Note
  - Accumulated Surplus Note
- Highlights of the municipality's performance

Statement of Financial Position

- Refer to Financial Statements Page 2
- Statement of financial position is a snapshot of the municipality at a point in time.
- It highlights the following
  - Cash Resources
  - Long Term Liabilities
  - Non-financial Assets
  - Accumulated Surplus or Deficit

Statement of Operations and Accumulated Surplus

- Refer to Financial Statements Page 3
- Reports the Revenue and Expenses of the municipality for the year.
- Total Revenues less Expenses gives annual surplus (deficit)
- It highlights the following
  - Actual vs Budget vs Prior year results
  - Annual surplus (deficit)
  - Accumulated surplus at the end of the year

Statement of Changes in Net Financial Assets

- Refer to Financial Statements – page 4
- Takes annual surplus from Statement of Operations and removes activity in non-financial assets to get change in net debt for the year that agrees to statement of financial position.
- It highlights the following
  - Changes in Capital Assets for the year
  - Change in Net Debt/Net Financial Assets

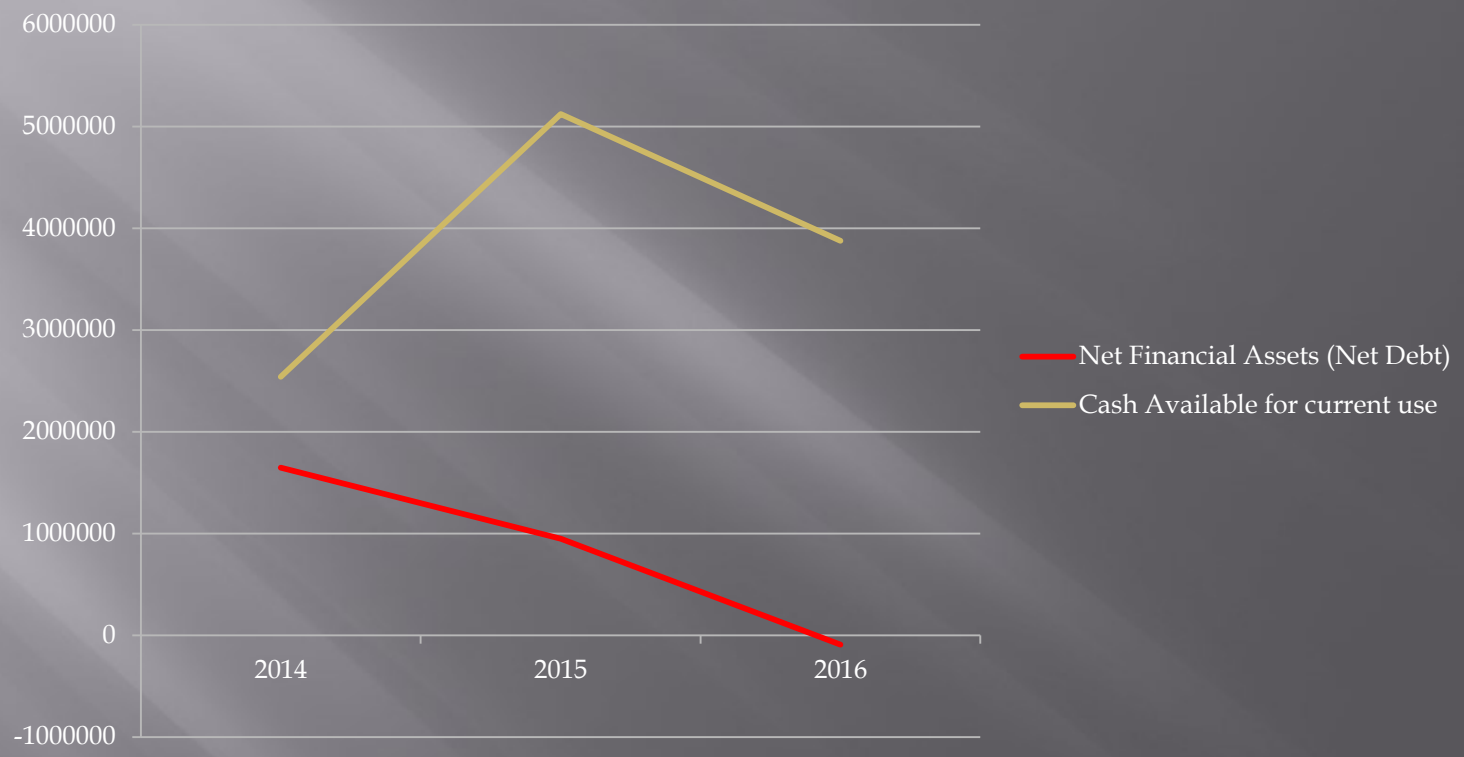
Statement of Cash Flow

- Refer to Financial Statements – page 5
- Shows the change in cash and cash equivalents for the year
- Breaks down cash between operating, capital, investing, and financing
- It highlights the following
  - Primary sources of cash (Operating, investing or financing)

Accumulated Surplus Note

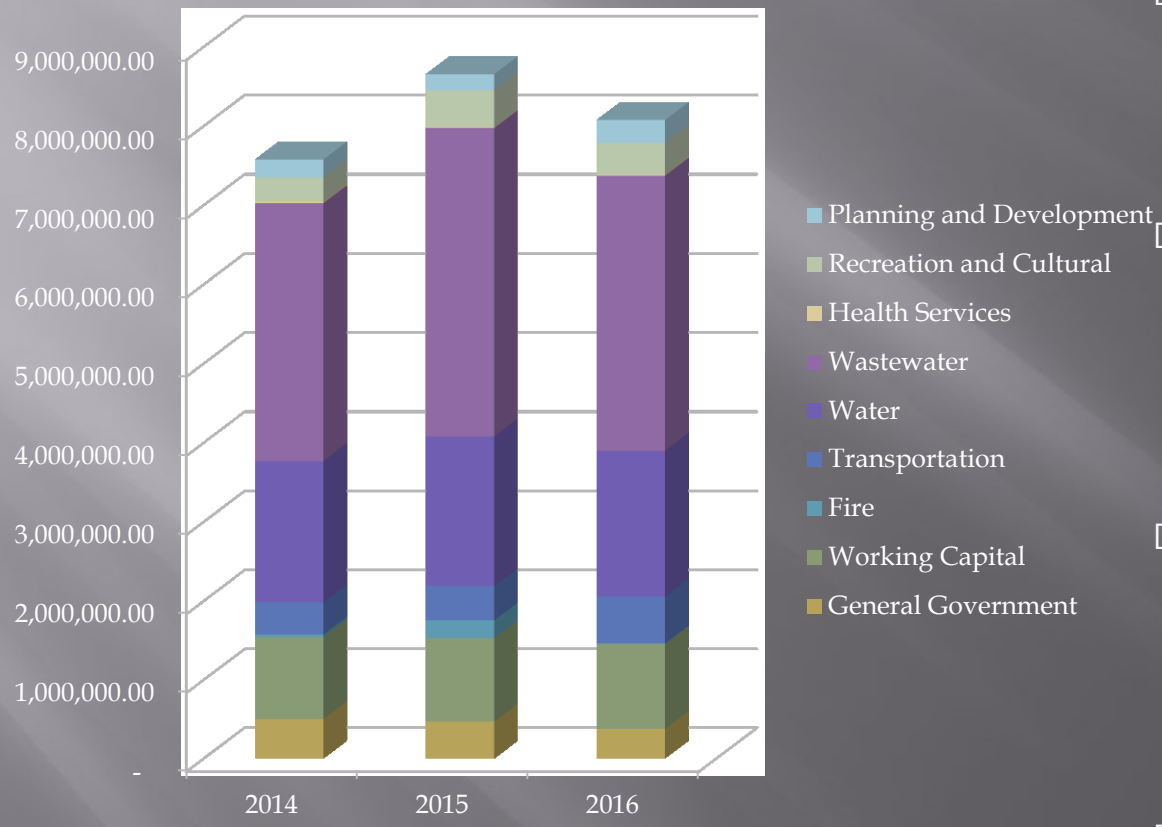
- Refer to Financial Statements – page 26 note 20
- Provides a breakdown of the accumulated surplus balance found on the Statement of Financial Position and Statement of Operations and Accumulated Surplus
- Includes details of
  - Reserves and Reserve Funds
  - General Surplus (Accumulated Operating Surplus/Deficits)
  - Long Term Debt

Cash and Net Financial Assets



- Cash and Net Financial Assets lower due to increased TCA acquisitions and higher debt

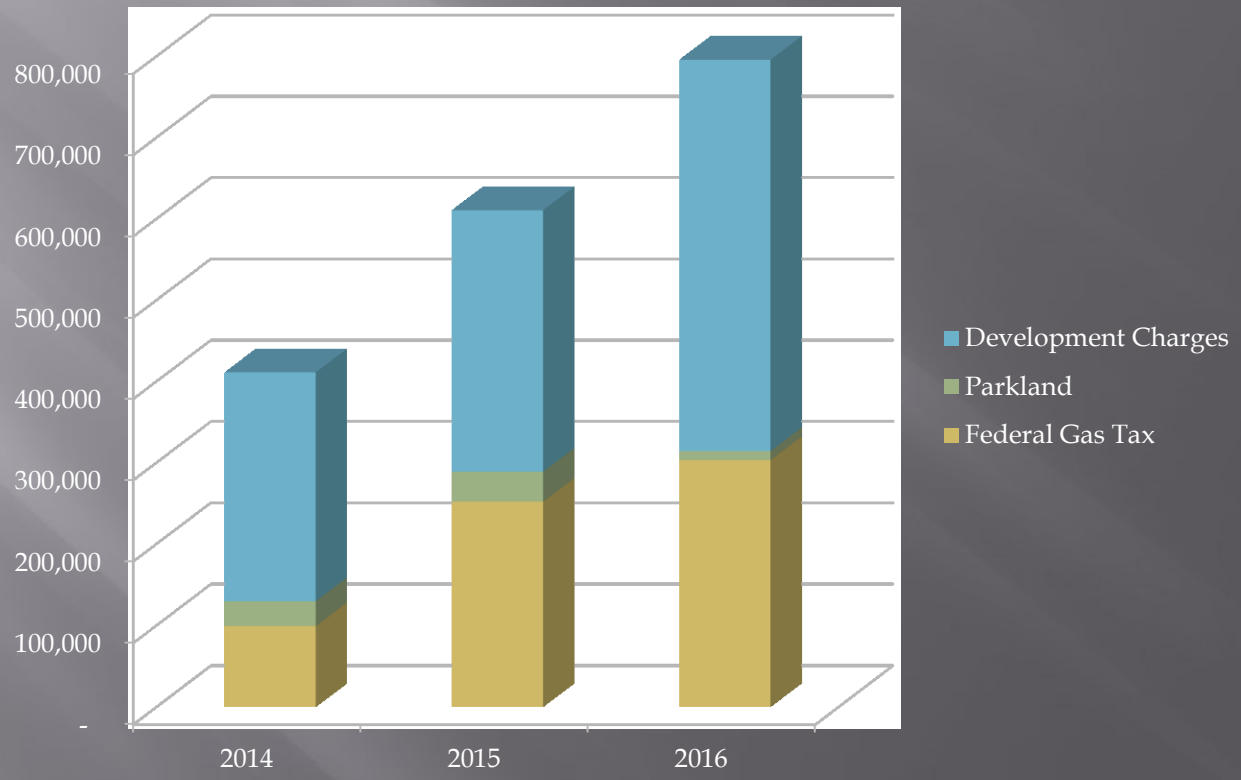
Reserves and Discretionary Reserves



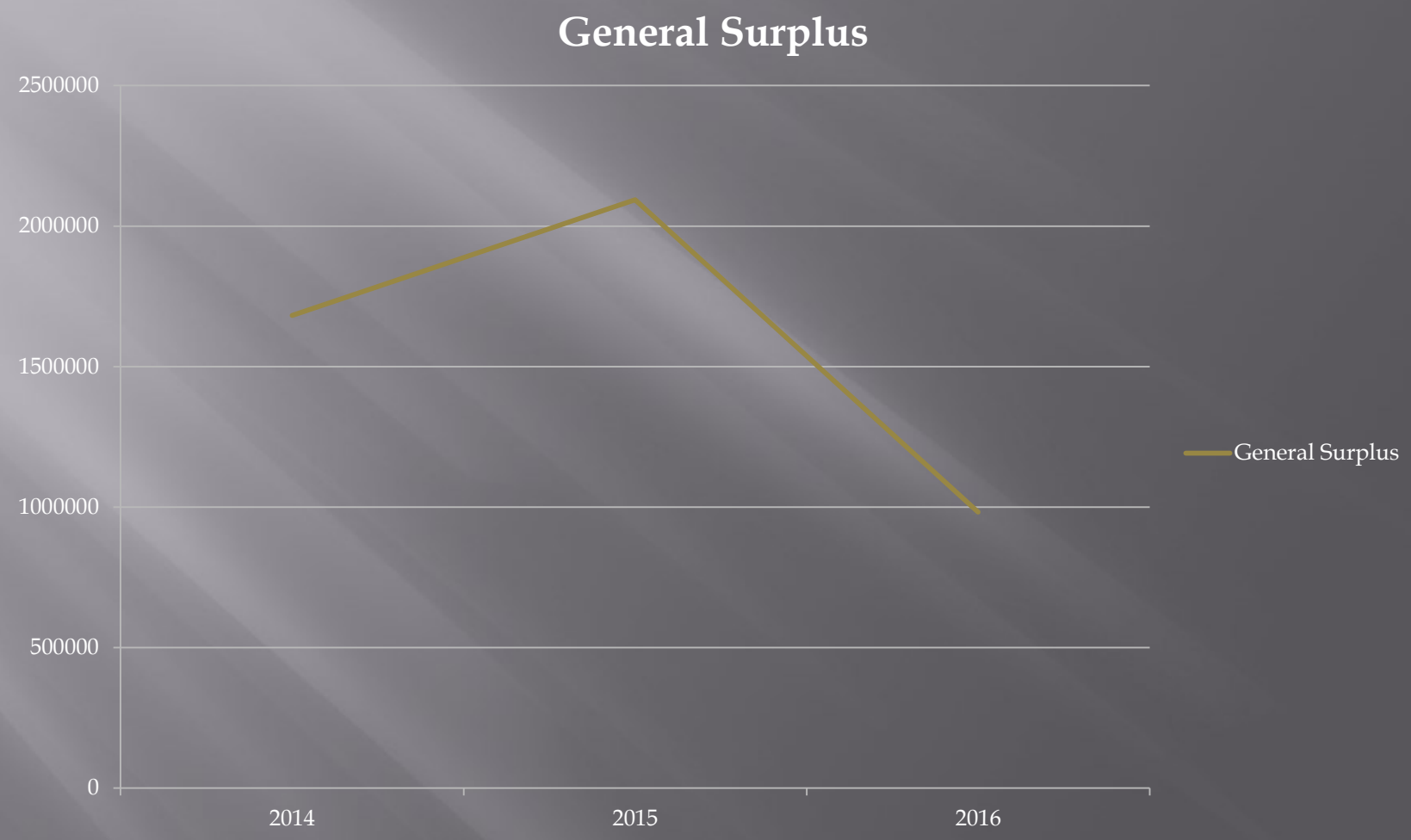
- Overall Reserves have decreased slightly to finance capital investments
- Fire Reserves will be replenished as truck purchases will be reduced in the next few years
- Water and Wastewater Lifecycle reserves still high as they are used to finance infrastructure projects
- Transportation reserves are still quite low although rising

Obligatory Reserve Funds

- Obligatory reserves used to fund capital acquisitions



General Surplus

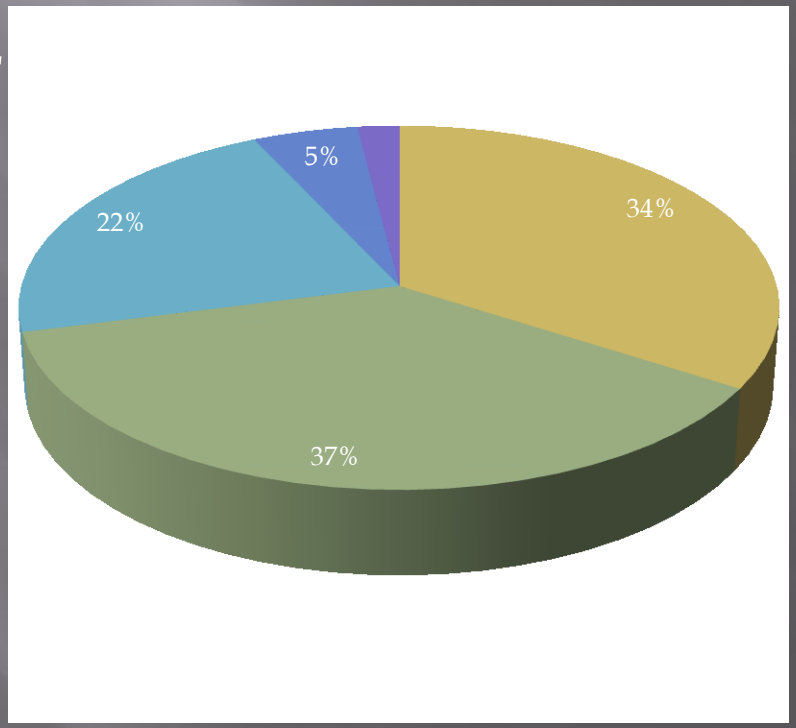


- Annual Surplus for last three years

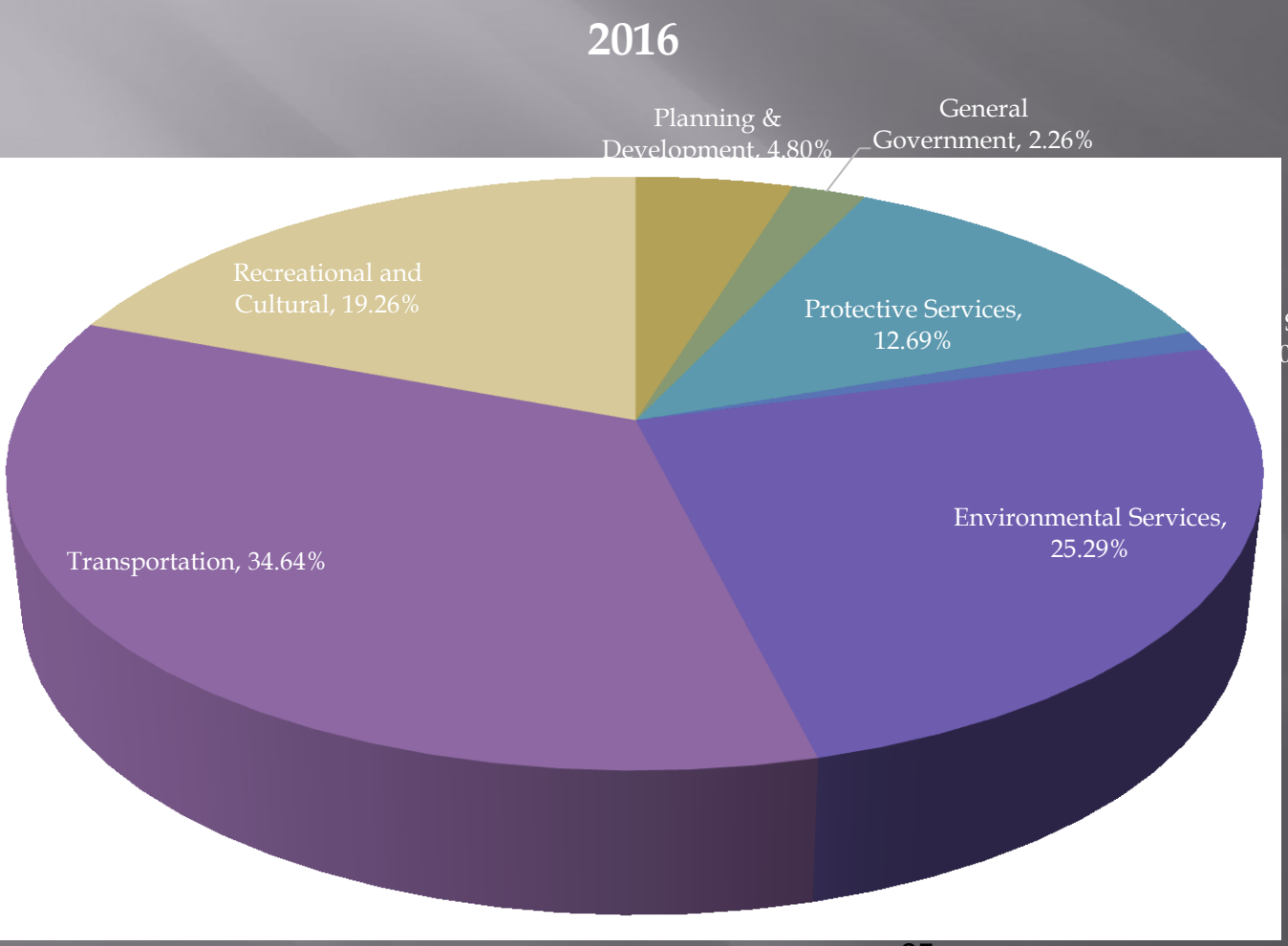
Revenue

- Sources of revenue
- User Fees are primarily for water, wastewater and recreation facilities and programs
- Grants include OMPF capital grants

2016



Expenses



- The largest portion of costs are for hard services such as roads, water and wastewater.
- The majority of recreation expenses are for facility operations.
- Fire services account for most of the protective costs

Conclusions

- This was another active year for both operations and capital. The next few years will be challenging as Minto finances its share of large infrastructure projects. Provincial and federal grants are a great help but the local share is still significant.
- Funding of water and wastewater operations are closer to full cost recovery.
- Continued progress on the Asset Management Roadmap will help Minto to prioritize capital projects and best take advantage of Federal and Provincial funding opportunities.

THE CORPORATION OF THE TOWN OF MINTO

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

THE CORPORATION OF THE TOWN OF MINTO

December 31, 2016

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DAVID A. RICHENBACK, CPA, CA
CHARTERED PROFESSIONAL ACCOUNTANT

P.O. Box 340
Harriston ON
N0G 1Z0
Phone (519) 338-3737
Fax (519) 338-3434

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the Town of Minto.

I have audited the accompanying consolidated financial statements of the Corporation of the Town of Minto, which comprise the consolidated statement of financial position as at December 31, 2016 and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these consolidated financial statements based on my audit. I conducted my audit in accordance with Canadian generally accepted auditing standards. Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the municipality's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

I believe that the audit evidence I have obtained in my audit is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, these consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Town of Minto as at December 31, 2016 and the results of its operations, changes in net financial assets, and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Harriston, Ontario,
June 7, 2017
Licence No. 1183

CHARTERED PROFESSIONAL ACCOUNTANT
Licensed Public Accountant

THE CORPORATION OF THE TOWN OF MINTO

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2016

(with comparative figures for 2015)

	2016	2015
FINANCIAL ASSETS		
Cash (Note 1(b)(vii) and 1(d))	$ 3,877,773	$ 5,124,041
Receivables		
Canada	710,853	646,585
Provincial grants	142,959	401,389
Municipal	-	1,206
Taxes receivable	1,029,995	1,198,283
Accounts receivable	1,293,640	707,538
Investments (Note 7)	4,498,833	4,503,380
Other financial assets		
- NWHC Long term receivable (Notes 5 & 15)	1,500,000	-
- Inventories for resale	17,275	13,732
	13,071,328	12,596,154
LIABILITIES		
Accounts payable and accrued charges	2,149,569	3,196,118
Deferred revenue (Note 1(b)(iv))	795,421	610,442
Post employment benefits (Note 21)	80,000	49,810
Long term liabilities (Note 5, 15 & 18)	10,140,106	7,789,620
	13,165,096	11,645,990
NET FINANCIAL ASSETS	(93,768)	950,164
NON FINANCIAL ASSETS		
Tangible Capital Assets (Note 1(c)(i))	73,290,072	71,236,042
Prepaid expenses	64,914	92,536
	73,354,986	71,328,578
ACCUMULATED SURPLUS (Note 20)	$ 73,261,218	$ 72,278,742

The Above Statement Should Be Read In
Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO

CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED DECEMBER 31, 2016

(with comparative figures for 2015)

	Budget 2016 (Note 9)	Actual 2016	Actual 2015
REVENUES			
Taxation	$ 4,579,101	$ 4,832,795	$ 4,802,112
User fees	5,260,004	5,386,982	5,426,579
Government transfers	-	-	-
Province of Ontario	3,555,600	2,939,383	2,675,828
Government of Canada	120,900	122,491	429,136
Municipal	104,838	152,410	109,213
Investment income	23,000	122,196	175,930
Penalties and interest on taxes	160,000	144,137	156,111
Deferred revenue earned	203,000	259,000	187,000
Gain (loss) on disposal of tangible capital assets	95,000	(9,886)	123,695
Contributions from developers	-	30,000	-
Other charges	172,280	194,888	210,843
TOTAL REVENUES	14,273,723	14,174,396	14,296,447
EXPENSES			
General government	1,347,565	298,072	276,846
Protection to persons and property	1,214,650	1,673,872	1,605,577
Transportation services	3,992,157	4,569,615	3,909,342
Environmental services	4,159,651	3,336,426	3,153,530
Health services	156,286	139,466	151,834
Recreation and cultural services	2,254,764	2,541,500	2,475,809
Planning and development	1,148,650	632,969	630,247
TOTAL EXPENSES	14,273,723	13,191,920	12,203,185
ANNUAL SURPLUS	$ -	$ 982,476	$ 2,093,262
ACCUMULATED SURPLUS at beginning of year	$ 72,278,742	$72,278,742	$70,185,480
Annual surplus	-	982,476	2,093,262
ACCUMULATED SURPLUS at end of year	$ 72,278,742	$73,261,218	$72,278,742

The Above Statement Should Be Read In
Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO

CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2016

(with comparative figures for 2015)

	Budget 2016 (Note 9)	Actual 2016	Actual 2015
ANNUAL SURPLUS (DEFICIT)	$ -	$ 982,476	$ 2,093,262
(Acquisition) of tangible capital assets	(7,300,700)	(5,725,963)	(5,609,559)
Amortization of tangible capital assets	2,750,000	3,303,914	2,674,825
Capitalization of construction-in-progress	608,384	135,876	20,692
(Gain) loss on disposal of tangible capital assets.	-	9,886	(123,695)
Proceeds on disposal of tangible capital assets	-	222,257	244,266
	(3,942,316)	(2,054,030)	(2,793,471)
Use of (additions to) prepaid expense	-	27,622	3,732
(DECREASE) IN NET FINANCIAL ASSETS	(3,942,316)	(1,043,932)	(696,477)
NET FINANCIAL ASSETS at beginning of year	950,164	950,164	1,646,641
NET FINANCIAL ASSETS at end of year	$ (2,992,152)	$ (93,768)	$ 950,164

The Above Statement Should Be Read In
Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO

CONSOLIDATED STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2016

(with comparative figures for 2015)

	Actual 2016	Actual 2015
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Annual surplus	$ 982,476	$ 2,093,262
Amortization of tangible capital assets	3,303,914	2,674,825
(Gain) loss on disposal of tangible capital assets	9,886	(123,695)
	3,313,800	2,551,130
	4,296,276	4,644,392
Net changes in non-cash working capital items		
Taxes receivable	168,288	16,499
Accounts receivable	(584,896)	284,655
Canada grants receivable	(64,268)	(241,393)
Ontario grants receivable	258,430	(299,400)
Prepaid expenses	27,622	3,732
Other assets	(1,500,000)	-
Accounts payable and accrued liabilities	(1,046,369)	1,680,714
Deferred revenue	184,979	199,540
Inventories for resale	(3,543)	1,753
Other current liabilities	30,190	(10,190)
	(2,529,567)	1,635,910
	1,766,709	6,280,302
CASH (USED IN) CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(4,314,869)	(6,260,408)
Capitalization of construction-in-progress	(1,275,397)	671,541
	(5,590,266)	(5,588,867)
CASH (USED IN) INVESTING ACTIVITIES		
Investments	4,547	(56,881)
CASH (USED IN) FINANCING ACTIVITIES		
Proceeds on disposal of tangible capital assets	222,257	244,266
Long term debt (net)	2,350,485	1,703,612
	2,572,742	1,947,878
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS for the year	(1,246,268)	2,582,432
CASH AND CASH EQUIVALENTS, beginning of year	5,124,041	2,541,609
CASH AND CASH EQUIVALENTS, end of year	$ 3,877,773	$ 5,124,041

The Above Statement Should Be Read In Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of The Corporation of the Town of Minto are the representation and responsibility of management prepared in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board of Chartered Professional Accountants of Canada. Significant accounting policies adopted by the Corporation of the Town of Minto are as follows:

(a) **Basis of Consolidation**

(i) Consolidated Entities

These consolidated financial statements reflect the assets, liabilities, sources of financing and expenditures including the revenue fund, capital fund, reserve funds and reserves including the activities of all committees of Council and the following boards, municipal enterprises and utilities which are under the control of Council:

Minto Cemetery

Minto Waterworks Department

Minto Sewer Department

All interfund assets and liabilities and sources of financing and expenditures have been eliminated.

(ii) Accounting for County and School Board Transactions

The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards and the County of Wellington are not reflected in the municipal fund balances of these financial statements.

(iii) Trust Funds

Trust funds and their related operations administered by the Town are not consolidated but are reported separately on the "Trust Funds Statement of Continuity and Financial Position".

(b) **Basis of Accounting**

(i) Sources of Financing

Sources of financing and expenditures are reported on the accrual basis of accounting with the exception of interest charges on the long term liabilities which are charged against operations in the periods in which they are paid.

(ii) Accrual Basis of Accounting

The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(iii) Investments

Investments are recorded at book value. When there has been a loss in value that is other than a temporary decline in value, the respective investment is written down to recognize the loss. Discounts and premiums arising on the purchase of bonds and debentures are amortized over the term of the investments.

(iv) Deferred Revenue

In accordance with PSAB requirements, obligatory reserve funds are reported as a component of deferred revenue. The Town has obligatory reserve funds in the amount of $795,421 (2015 - $610,442). These funds have been set aside, as required by legislation. Revenue recognition occurs after the funds have been collected and when the Town has incurred the qualifying expenditures.
Deferred revenue is as follows:

	2016	2015
Development charges	$ 492,507	$ 358,752
Federal Gasoline tax	302,914	251,690
	$ 795,421	$ 610,442

(v) Government Transfers

Government transfers are recognized in the financial statements as revenue in the period in which the events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met and reasonable estimates of the amounts can be made.

(vi) Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period.

In addition, the Town's implementation of the Public Sector Accounting Handbook Section 3150 has required management to make estimates of historical cost and useful lives of tangible capital assets.

Actual results could differ from these estimates.

(vii) Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and short term highly liquid investments that are readily convertible into cash.

(c) **Non-financial Assets**

Non-financial assets are not normally available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess revenues over expenses, provides the consolidated change in net financial assets for the year.

(i) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets, excluding land, are amortized on a straight line basis over their useful lives as follows:

Category	Sub Category	Component	Estimated Useful Life
Land	Not Applicable	Not Applicable	N/A
Buildings		Note: Building components will be treated as betterments to the building structure and these betterments will be capitalized upon completion. A review of the remaining years of estimated useful life of the building structure will be reviewed/updated at that time	
	Structure		40
	Exterior	Roofing, Windows, Doors, Siding, Etc.	
	Interior	Flooring, Permanent Furnishings, Etc.	
	Site Elements	Playground Equipment, Fencing, Sheds, Etc.	
Infrastructure	Bridge	Structure	50
		Deck Surface	20
	Culverts		50
	Asphalt/Concrete Road	Surface	20
		Base	50
	Gravel Road	Surface	10
		Base	50
		Traffic Signals	20
		Street Signs	20

Category	Sub Category	Component	Estimated Useful Life
Vehicles & Machinery	Licensed Vehicles		7
	Unlicensed Vehicles		15
Furniture & Fixtures	Office Furniture		15
	Shelving Storage Fixtures		15
Technology /Communications	Hardware		5
	Software		5
	Radio Equipment		5

If new information regarding past acquisitions of Tangible Capital Assets becomes available, any necessary changes will be treated as Prior Period Adjustments. The existing policies for condition ratings and useful life estimates will be updated as part of the Asset Management Road Map project which commenced in 2016 and is to be completed in late 2017 or early 2018.

(ii) Contribution of Tangible Capital Assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and are also recorded as revenue.

(iii) Works of Art and Cultural and Historic Assets

Works of art and cultural and historic assets are not recorded as assets in these financial statements

(iv) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership or property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

(v) Inventories and Prepaid Expenses

Inventories held for consumption are recorded at the lower of cost and replacement cost.

Prepaid expenses relate to expenditures incurred in the current period which relate to and will be expenses in a future fiscal period.

(d) **Cash**

The Corporation of The Town of Minto has overdrawn credit facilities of $ 1,500,000 for operating purposes. Interest is calculated at CIBC bank prime plus 1.0%.

(e) **Change in accounting policy**

Adoption of new accounting policy:

The Town of Minto adopted Public Sector Accounting Board Standard PS 3260 Liability for Contaminated Sites effective April 1, 2015. Under PS 3260, contaminated sites are defined as the result of contamination being introduced in air, soil, water or sediment of a chemical, organic, or radioactive material or live organism that exceeds an environmental standard. This Standard relates to sites that are not in productive use and sites in productive use where an unexpected event resulted in contamination. The Town adopted this standard on a retroactive basis and there were no adjustments as a result of the adoption of this standard.

2. OPERATIONS OF THE SCHOOL BOARDS AND THE COUNTY OF WELLINGTON

Further to note 1(a)(ii), the taxation, other revenues, expenditures of the school boards and the County of Wellington are comprised of the following:

	School Boards	County
Taxation	$ 2,309,382	$ 5,346,787
Payments in lieu of taxes	-	29,644
	2,309,382	5,376,431
Requisitions	2,309,382	5,376,431
Overlevies (underlevies) for the year	$ -	$ -

3. CONTRIBUTIONS TO UNCONSOLIDATED JOINT BOARDS

The Town was not a member of any joint boards during 2016.

4. TAXATION

Taxation of all tax classes including Residential, Multi-Residential, Managed Forest, Farmland, Commercial, Industrial and Pipelines are included in the revenue section of the Statement of Current Fund Financial Activities. The calculations of changes in assessment on properties are governed by Provincial Legislation. The related effects on taxation are reflected in these financial statements as adjustments to 2016 property taxes.

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

5. LONG-TERM DEBT

(a) The balance of net long-term liabilities reported on the "Statement of Financial Position" is made up of the following:

Total long-term liabilities incurred by the Municipality including those incurred on behalf of the school boards, other municipalities and municipal enterprises and outstanding at the end of the year amount to	$ 8,522,328
In addition to the long term liabilities shown above, the responsibility for payment of principal and interest charges has been assumed by North Wellington Health Care Corporation. At the end of the year, the outstanding principal amount of the liability is	1,500,000
In addition to the long term liabilities shown above, the responsibility for payment of principal and interest charges for tile drainage loans has been assumed by individuals. At the end of the year the outstanding principal amount of this liability is	117,778
LONG TERM LIABILITIES AT THE END OF THE YEAR	$ 10,140,106

(b) Of the net long term liabilities, reported in (a) of this note, $3,810,968 in principal payments are payable from 2017 to 2021 and $2,237,385 from 2022 to 2026 and $4,091,753 onward . All debt charges are recoverable from benefiting landowners, NWHC Corp. and general revenue.

(c) The long term liabilities in (a) issued in the name of the municipality have received approval of the Ontario Municipal Board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit of $1,365,244 prescribed by the Ministry of Municipal Affairs.

(d) The Municipality is contingently liable for long term liabilities with respect to tile drainage loans, and for those for which the responsibility for the payment of principal and interest has been assumed by other municipalities, school boards and unconsolidated local boards, municipal enterprises and utilities. The total amount outstanding as at December 31, 2016 is $ 117,778 (2015 - $ 152,313) and is not recorded on the Statement of Financial Position.

(e) The Municipality is contingently liable for long term liabilities with respect to a loan borrowed on behalf of North Wellington Health Care Corporation(NWHC) to assist with the construction of a medical centre. The municipality provided NWHC with a grant to fund this construction. Under the terms of a Grant/Loan Agreement dated November 6, 2015, NWHC is obligated to repay the Grant by paying to Minto one Business Day prior to the due dates for principal and interest payments in respect of the Debentures. The total amount outstanding as at December 31, 2016 is $ 1,500,000 (2015 - NIL) and is recorded on the Statement of Financial Position.

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

6. TRUST FUNDS

Trust funds administered by the municipality amounting to $494,150 (2015 - $ 481,830) have not been included in the Statement of Financial Position nor have their operations been included in the Statements of Operations.

7. INVESTMENTS, at cost

	2016	2015
Common shares, Westario Power Holdings Inc.	$ 1,696,046	$ 1,696,046
Short-term securities	1,348,025	1,391,959
LAS One Fund Bond Fund	1,388,496	1,347,494
LAS One Fund Money Market	66,266	67,881
	2,802,787	2,807,334
	$ 4,498,833	$ 4,503,380

The Town owns 9.284% of the outstanding common shares of Westario Power Holdings Inc., a private company incorporated under the laws of the Province of Ontario. The shares have no fixed maturity dates and are generally not exposed to interest rate risk. They are valued at cost. The fair market value of these shares is not practicable to determine in the absence of a liquid trading market for these shares. The market value of the other investments at December 31, 2016 was $ 2,789,145.

8. PENSION AGREEMENTS

The municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of certain members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2016 was $ 456,888 (2015 -$ 439,605) for current service.

Under the past service provisions of the OMERS agreement, the municipality is obligated at December 31, 2016 for an amount of approximately NIL as established for the plan. No provision for past service liability has been made.

9. 2016 BUDGET

The 2016 budget figures on the consolidated statement of operations and accumulated surplus are presented for comparison purposes. These budget figures have been prepared by municipal staff and have been reclassified to conform to the current financial statement presentation. These 2016 budget figures have not been reviewed or audited. The 2016 budget figures were prepared on the cash basis of accounting and have been restated to conform with the accrual basis of accounting which has been used in the preparation of these financial statements.

10. DEBENTURES PAYABLE

(a) The Town has participated with the County of Wellington in the issuance of five debentures totalling $ 35,732,200. The allocation of these debentures are as follows:

#4	
Town of Minto	$ 1,900,000
County of Wellington	3,357,000
Town of Erin	193,000
Township of Mapleton	1,000,000
	$ 6,450,000
#5	
Town of Minto	$ 2,125,000
County of Wellington	1,600,000
Puslinch	1,000,000
Wellington North	2,000,000
	$ 6,725,000
#6	
Town of Minto	$ 615,000
County of Wellington	5,319,000
Township of Guelph-Eramosa	2,066,000
Wellington North	2,500,000
	$10,500,000
#7	
Town of Minto	$ 1,840,000
Twp of Mapleton	1,304,000
	$ 3,144,000
#8	
Town of Minto	$ 1,120,000
County of Wellington	1,200,000
Twp of Guelph-Eramosa	4,047,000
Town of Erin	2,546,200
	$ 8,913,200

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

(b) The Town of Minto's share of $ 1,900,000 is payable over fifteen years as shown below:

Year	Principal	Interest Rate	SEMI-ANNUAL INTEREST Apr. 5	Oct. 5	Total Annual Payment
2007	$ 94,000.00	4.250	$ 43,127.00	$ 43,127.00	$ 86,254.00
2008	96,000.00	4.250	41,129.50	41,129.50	82,259.00
2009	100,000.00	4.250	39,089.50	39,089.50	78,179.00
2010	105,000.00	4.300	36,964.50	36,964.50	73,929.00
2011	109,000.00	4.350	34,707.00	34,707.00	69,414.00
2012	115,000.00	4.350	32,336.25	32,336.25	64,672.50
2013	121,000.00	4.400	29,835.00	29,835.00	59,670.00
2014	125,000.00	4.500	27,173.00	27,173.00	54,346.00
2015	133,000.00	4.550	24,360.50	24,360.50	48,721.00
2016	139,000.00	4.600	21,334.75	21,334.75	42,669.50
2017	140,000.00	4.650	18,137.75	18,137.75	36,275.50
2018	146,000.00	4.700	14,882.75	14,882.75	29,765.50
2019	152,000.00	4.750	11,451.75	11,451.75	22,903.50
2020	158,000.00	4.800	7,841.75	7,841.75	15,683.50
2021	167,000.00	4.850	4,049.75	4,049.75	8,099.50
Total	$ 1,900,000.00		$ 386,420.75	$ 386,420.75	$ 772,841.50

The effective interest rate of the debenture is 4.748%.

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

(c) The Town of Minto's share of $ 2,125,000 is payable in two separate issues:

(i) $1,200,000 - 10 year issue

Year	Principal	Interest Rate	SEMI-ANNUAL INTEREST Jan. 2	July 2	Total Annual Payment
2009	$ 100,000.00	3.850	$ 27,250.50	$ 27,250.50	$ 154,501.00
2010	103,000,00	4.000	25,325.50	25,325.50	153,651.00
2011	106,000.00	4.250	23,265.50	23,265.50	152,531.00
2012	112,000.00	4.400	21,013.00	21,013.00	154,026.00
2013	116,000.00	4.500	18,549.00	18,549.00	153,098.00
2014	121,000.00	4.600	15,939.00	15,939.00	152,878.00
2015	128,000.00	4.700	13,156.00	13,156.00	154,312.00
2016	133,000.00	4.800	10,148.00	10,148.00	153,296.00
2017	138,000,00	4.900	6,956.00	6,956.00	151,912.00
2018	143,000.00	5.000	3,575.00	3,575.00	150,150.00
Total	$ 1,200,000.00		$ 165,177.50	$ 165,177.50	$1,530,355.00
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The effective interest rate of the debenture is 4.83%.

(ii) $ 925,000 - 10 year issue with 20 year amortization

Year	Principal	Interest Rate	SEMI-ANNUAL INTEREST Jan. 2	July 2	Total Annual Payment
2009	$ 33,000.00	3.850	$ 22,259.25	$ 22,259.25	$ 77,518.50
2010	33,000,00	4.000	21,624.00	21,624.00	76,248.00
2011	34,000.00	4.250	20,964.00	20,964.00	75,928.00
2012	35,000.00	4.400	20,241.50	20,241.50	75,483.00

2013	36,000.00	4.500	19,471.50	19,471.50	74,943.00
2014	36,000.00	4.600	18,661.50	18,661.50	73,323.00
2015	38,000.00	4.700	17,833.50	17,833.50	73,667.00
2016	39,000.00	4.800	16,940.50	16,940.50	72,881.00
2017	41,000.00	4.900	16,004.50	16,004.50	73,009.00
2018	600,000.00*	5.000	15,000.00	15,000.00	630,000.00
Total	$ 925,000.00		$ 189,000.25	$ 189,000.25	$1,303,000.50
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The effective interest rate of the debenture is 5.035%.

(d) The Town of Minto's share of $ 615,000 is payable over ten years as shown below:

Year	Principal	Interest Rate	SEMI-ANNUAL INTEREST June 3	Dec. 3	Total Annual Payment
2010			$ -	$ 11,719.75	$ 11,719.75
2011	$ 53,000.00	1.600	11,719.75	11,295.75	76,015.50
2012	54,000.00	2.550	11,295.75	10,607.25	75,903.00
2013	55,000.00	3.150	10,607.25	9,741.00	75,348.25
2014	57,000.00	3.550	9,741.00	8,729.25	75,470.25
2015	59,000.00	3.800	8,729.25	7,608.25	75,337.50
2016	62,000.00	4.100	7,608.25	6,337.25	75,945.50
2017	64,000.00	4.350	6,337.25	4,945.25	75,282.50
2018	68,000.00	4.500	4,945.25	3,415.25	76,360.50
2019	70,000.00	4.700	3,415.25	1,770.25	75,185.50
2020	73,000.00	4.850	1,770.25	-	74,770.25
Total	$ 615,000.00		$ 76,169.25	$ 76,169.25	$767,338.50
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The effective interest rate of the debenture is 4.737%.

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

(e) The Town of Minto's share of $ 1,840,000 is payable over ten years as shown below:

Year	Principal	Interest Rate	SEMI-ANNUAL INTEREST May 4	SEMI-ANNUAL INTEREST Nov. 5	Total Annual Payment
2016	$ 172,000.00	1.050	$ 18,331.50	$ 18,331.50	$ 208,663.00
2017	173,000.00	1.150	17,428.50	17,428.50	207,857.00
2018	175,000.00	1.400	16,433.75	16,433.75	207,867.50
2019	177,000.00	1.600	15,208.75	15,208.75	207,417.50
2020	180,000.00	1.850	13,792.75	13,792.75	207,585.50
2021	184,000.00	2.100	12,127.75	12,127.75	208,255.50
2022	188,000.00	2.350	10,195.75	10,195.75	208,391.50
2023	192,000.00	2.550	7,986.75	7,986.75	207,973.50
2024	196,000.00	2.700	5,538.75	5,538.75	207,077.50
2025	203,000.00	2.850	2,892.75	2,892.75	208,785.50
Total	$ 1,840,000.00		$ 119,937.00	$ 119,937.00	$ 2,079,874.00

The effective interest rate of the debenture is 2.313%.

(f) The Town of Minto's share of $ 1,120,000 is payable over ten years as shown below:

Year	Principal	Interest Rate	SEMI-ANNUAL INTEREST May 30	SEMI-ANNUAL INTEREST Nov.30	Total Annual Payment
2017	$ 105,000.00	1.150	$ 9,965.25	$ 9,965.25	$ 124,930.50
2018	106,000.00	1.300	9,361.50	9,361.50	124,723.00
2019	108,000.00	1.350	8,672.50	8,672.50	125,345.00
2020	109,000.00	1.450	7,943.50	7,943.50	124,887.00
2021	110,000.00	1.650	7,153.25	7,153.25	124,306.50
2022	112,000.00	2.350	6,245.75	6,245.75	124,491.50
2023	114,000.00	2.550	5,237.75	5,237.75	124,475.50

2024	116,000.00	2.700	4,097.75	4,097.75	124,195.50
2025	119,000.00	2.300	2,850.75	2,850.75	124,701.50
2025	121,000.00	2.450	1,482.25	1,482.25	123,964.50
Total	$ 1,120,000.00		$ 63,010.25	63,010.25	$ 1,246,020.50
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The effective interest rate of the debenture is 2.116%

11. CANADA MORTGAGE AND HOUSING CORPORATION (CMHC)

The Town has borrowed $2,344,688 from the Canada Mortgage and Housing Corporation at a rate of 3.99% over fifteen years. The repayment schedule is shown below:

Year	Principal Nov. 1	ANNUAL INTEREST Nov. 1	Total Annual Payment
2010	$ 117,183.34	$ 93,553.05	$ 210,736.39
2011	121,858.95	88,877.44	210,736.39
2012	126,721.13	84,015.26	210,736.39
2013	131,777.30	78,959.09	210,736.39
2014	137,035.21	73,701.18	210,736.39
2015	142,502.92	68,233.47	210,736.39
2016	148,188.78	62,547.61	210,736.39
2017	154,101.52	56,634.87	210,736.39
2018	160,250.17	50,486.22	210,736.39
2019	166,644.15	44,092.24	210,736.39
2020	173,293.25	37,443.14	210,736.39
2021	180,207.65	30,528.75	210,736.39
2022	187,397.94	23,338.44	210,736.39
2023	194,875.11	15,861.28	210,736.39

2024	202,650.58	8,085.76	210,736.34
	$ 2,344,688.00	$ 816,357.80	$ 3,161,045.80
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12. ONTARIO STRATEGIC INFRASTRUCTURE FINANCING AUTHORITY (OSIFA)

The Town of Minto has received authority to borrow $ 1,750,000 to assist with financing of certain infrastructure. An interim advance of $ 900,000 was received in January, 2004. $497,675.70 of this amount was converted to a long-term debenture on October 1, 2004 and was paid off in 2014.

A further $ 1,232,883 was converted to a long-term debenture bearing interest at a rate of 2.36% on March 15, 2006.

(b)Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
09/15/06	$ 76,311.74	$61,644.15	$14,667.59	$1,171,238.85
03/15/07	75,351.17	61,644.15	13,707.02	1,109,594.70
09/17/07	74,988.47	61,644.15	13,344.32	1,047,950.55
03/17/08	73,976.09	61,644.15	12,331.94	986,306.40
09/15/08	73,250.68	61,644.15	11,606.53	924,662.25
03/16/09	72,525.27	61,644.15	10,881.12	863,018.10
09/15/09	71,855.66	61,644.15	10,211.51	801,373.95
03/15/10	71,022.64	61,644.15	9,378.49	739,729.80
09/15/10	70,444.71	61,644.15	8,800.56	678,085.65
03/15/11	69,579.80	61,644.15	7,935.65	616,441.50
09/15/11	68,977.95	61,644.15	7,333.80	554,797.35
03/15/12	68,172.82	61,644.15	6,528.67	493,153.20
09/17/12	67,574.96	61,644.15	5,930.81	431,509.05
03/15/13	66,638.31	61,644.15	4,994.16	369,864.90
09/16/13	66,068.34	61,644.15	4,424.19	308,220.75
03/17/14	65,271.19	61,644.15	3,627.04	246,576.60
09/15/14	64,545.78	61,644.15	2,901.63	184,932.45
03/16/15	63,820.37	61,644.15	2,176.22	123,288.30
09/15/15	63,102.94	61,644.15	1,458.79	61,644.15
03/15/16	62,369.56	61,644.15	725.41	0.00
Total	$ 1,385,848.45	$ 1,232,883.00	$152,965.45	
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THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

13. ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (OILC)

The Town of Minto has received authority to borrow $ 500,000 to assist with financing of a real estate purchase. The Town has borrowed $ 500,000 at a rate pf 3.89% over twenty years. The repayment schedule is shown below:

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
06/16/14	$22,198.36	$12,500.00	$9,698.36	$487,500.00
12/16/14	22,007.85	12,500.00	9,507.85	475,000.00
06/16/15	21,713.44	12,500.00	9,213.44	462,500.00
12/16/15	21,520.27	12,500.00	9,020.27	450,000.00
06/16/16	21,276.48	12,500.00	8,776.48	437,500.00
12/16/16	21,032.69	12,500.00	8,532.69	425,000.00
06/16/17	20,743.60	12,500.00	8,243.60	412,500.00
12/18/17	20,633.03	12,500.00	8,133.03	400,000.00
06/18/18	20,258.68	12,500.00	7,758.68	387,500.00
12/17/18	20,016.23	12,500.00	7,516.23	375,000.00
06/17/19	19,773.77	12,500.00	7,273.77	362,500.00
12/16/19	19,531.31	12,500.00	7,031.31	350,000.00
06/16/20	19,326.15	12,500.00	6,826.15	337,500.00
12/16/20	19,082.36	12,500.00	6,582.36	325,000.00
06/16/21	18,803.93	12,500.00	6,303,93	312,500.00
12/16/21	18,594.78	12,500.00	6,094.78	300,000.00
06/16/22	18,319.01	12,500.00	5,819.01	287,500.00
12/16/22	18,107.20	12,500.00	5,607.20	275,000.00
06/16/23	17,834.10	12,500.00	5,334.10	262,500.00
12/18/23	17,675.57	12,500.00	5,175.57	250,000.00
06/17/24	17,349.18	12,500.00	4,849.18	237,500.00
12/16/24	17,106.72	12,500.00	4,606.72	225,000.00
06/16/25	16,864.26	12,500.00	4,364.26	212,500.00
12/16/25	16,644.45	12,500.00	4,144.45	200,000.00
06/16/26	16,379.34	12,500.00	3,879.34	187,500.00
12/16/26	16,156.87	12,500.00	3,656.87	175,000.00
06/16/27	15,894.42	12,500.00	3,394.42	162,500.00
12/16/27	15,669.28	12,500.00	3,169.28	150,000.00
06/16/28	15,425.49	12,500.00	2,925.49	137,500.00
12/16/28	15,211.01	12,500.00	2,711.01	125,000.00
06/18/29	14,924.59	12,500.00	2,424.59	112,500.00
12/16/29	14,682.13	12,500.00	2,182.13	100,000.00
06/17/30	14,439.67	12,500.00	1,939.67	87,500.00
12/16/30	14,197.21	12,500.00	1,697.21	75,000.00
06/16/31	13,954.75	12,500.00	1,454.75	62,500.00
12/16/31	13,718.96	12,500.00	1,218.96	50,000.00

06/16/32	13,475.16	12,500.00	975.16	37,500.00
12/16/32	13,231.37	12,500.00	731.37	25,000.00
06/16/33	12,984.92	12,500.00	484.92	12,500.00
12/16/33	12,743.79	12,500.00	243.79	0.00
Total	$ 699,502.38	$ 500,000.00	$199,502.38	

14. ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (OILC)- CONSTRUCTION FINANCING

The Town has borrowed $925,000 at a rate of 2.26% over ten years to assist with the installation of water meters.

The repayment schedule is below:

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
02/04/16	$ 56,788.41	$ 46,250.00	$ 10,538.41	$ 878,750.00
08/04/16	56,152.67	46,250.00	9,902.67	832,500.00
02/04/17	55,734.57	46,250.00	9,484.57	786,250.00
08/04/17	55,061.60	46,250.00	8,811.60	740,000.00
02/04/18	54,680.73	46,250.00	8,430.73	693,750.00
08/04/18	54,024.94	46,250.00	7,774.94	647,500.00
02/04/19	53,626.89	46,250.00	7,376.89	601,250.00
08/04/19	52,988.28	46,250.00	6,738.28	555,000.00
02/04/20	52,573.05	46,250.00	6,323.05	508,750.00
08/04/20	51,983.12	46,250.00	5,833.12	462,500.00
02/04/21	51,519.21	46,250.00	5,269.21	416,250.00
08/04/21	50,914.97	46,250.00	4,664.97	370,000.00
02/04/22	50,465.36	46,250.00	4,215.36	323,750.00
08/04/22	49,878.31	46,250.00	3,628.31	277,500.00
02/04/23	49,411.52	46,250.00	3,161.52	231,250.00
08/04/23	48,841.65	46,250.00	2,591.65	185,000.00
02/04/24	48,357.68	46,250.00	2,107.68	138,750.00
08/04/24	47,813.58	46,250.00	1,563.58	92,500.00
02/04/25	47,303.84	46,250.00	1,053.84	46,250.00
08/04/25	46,768.33	46,250.00	518.33	0.00
Total	$1,034,888.71	$925,000.00	$109,988.71	

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

15. ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (OILC)- CONSTRUCTION FINANCING - NWHC

The Town of Minto had received authority to borrow $ 1,500,000 to assist North Wellington Health Care Corporation (NWHC) with the financing of the Minto Rural Health Center in 2015. Construction financing advances were made in 2016, totalling $1,500,000. NWHC is responsible to re-imburse the Town of Minto for both principal and interest payments on this loan.

The Town has borrowed $ 1,500,000 at a rate of 2.88% over thirty years to assist with construction of a medical centre.

The repayment schedule is shown below:

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
02/02/17	$ 46,777.53	$ 25,000.00	$ 21,777.53	$1,475,000.00
08/02/17	46,065.42	25,000.00	21,065.42	1,450,000.00
02/02/18	46,051.62	25,000.00	21,051.62	1,425,000.00
08/02/18	45,351.34	25,000.00	20,351.34	1,400,000.00
02/02/19	45,325.70	25,000.00	20,325.70	1,375,000.00
08/02/19	44,637.26	25,000.00	19,637.26	1,350,000.00
02/02/20	44,599.78	25,000.00	19,599.78	1,325,000.00
08/02/20	44,027.73	25,000.00	19,027.73	1,300,000.00
02/02/21	43,873.86	25,000.00	18,873.86	1,275,000.00
08/02/21	43,209.10	25,000.00	18,209.10	1,250,000.00
02/02/22	43,147.95	25,000.00	18,147.95	1,225,000.00
08/02/22	42,495.01	25,000.00	17,495.01	1,200,000.00
02/02/23	42,422.03	25,000.00	17,422.03	1,175,000.00
08/02/23	41,780.93	25,000.00	16,780.93	1,150,000.00
02/02/24	41,696.11	25,000.00	16,696.11	1,125,000.00
08/02/24	41,155.62	25,000.00	16,155.62	1,100,000.00
02/02/25	40,970.19	25,000.00	15,970.19	1,075,000.00
08/02/25	40,352.77	25,000.00	15,352.77	1,050,000.00
02/02/26	40,244.27	25,000.00	15,244.27	1,025,000.00
08/02/26	39,638.68	25,000.00	14,638.68	1,000,000.00
02/02/27	39,518.36	25,000.00	14,518.36	975,000.00
08/02/27	38,924.60	25,000.00	13,924.60	950,000.00
02/02/28	38,792.44	25,000.00	13,792.44	925,000.00
08/02/28	38,283.51	25,000.00	13,283.51	900,000.00
02/02/29	38,066.52	25,000.00	13,066.52	875,000.00
08/02/29	37,496.44	25,000.00	12,496.44	850,000.00
02/02/30	37,340.60	25,000.00	12,340.60	825,000.00

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

08/02/30	36,782.36	25,000.00	11,782.36	800,000.00
02/02/31	36,614,68	25,000.00	11,614.68	775,000.00
08/24/31	36,068.27	25,000.00	11,068.27	750,000.00
02/02/32	35,888.77	25,000.00	10,888.77	725,000.00
08/02/32	35,411.40	25,000.00	10,411.40	700,000.00
02/02/33	35,162.85	25,000.00	10,162.85	675,000.00
08/02/33	34,640.11	25,000.00	9,640.11	650,000.00
02/02/34	34,436.93	25,000.00	9,436.93	625,000.00
08/02/34	33,926.03	25,000.00	8,926.03	600,000.00
02/02/35	33,711.01	25,000.00	8,711.01	575,000.00
08/02/35	33,211.95	25,000.00	8,211.95	550,000.00
02/02/36	32,985.10	25,000.00	7,985.10	525,000.00
08/02/36	32,539.29	25,000.00	7,539.29	500,000.00
02/02/37	32,259.18	25,000.00	7,259.18	475,000.00
08/02/37	31,783.78	25,000.00	6,783.78	450,000.00
02/02/38	31,533.26	25,000.00	6,533.26	425,000.00
08/02/38	31,069.70	25,000.00	6,069.70	400,000.00
02/02/39	30,807.34	25,000.00	5,807.34	375,000.00
08/24/39	30,355.62	25,000.00	5,355.62	350,000.00
02/02/40	30,081.42	25,000.00	5,081.42	325,000.00
08/02/40	29,667.18	25,000.00	4,667.18	300,000.00
02/02/41	29,355.51	25,000.00	4,355.51	275,000.00
08/02/41	28,927.45	25,000.00	3,927.45	250,000.00
02/02/42	28,629.59	25,000.00	3,629.59	225,000.00
08/02/42	28,213.37	25,000.00	3,213.37	200,000.00
02/02/43	27,903.67	25,000.00	2,903.67	175,000.00
08/02/43	27,499.29	25,000.00	2,499.29	150,000.00
02/02/44	27,177.75	25,000.00	2,177.75	125,000.00
08/02/44	26,795.07	25,000.00	1,795.07	100,000.00
02/02/45	26,451.84	25,000.00	1,451.84	75,000.00
08/02/45	26,071.12	25,000.00	1,071.12	50,000.00
02/02/46	25,725.92	25,000.00	725.92	25,000.00
08/02/46	25,357.04	25,000.00	357.04	0.00
Total	$2,159,289.22	$1,500,000.00	$659,289.22	

16. ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (OILC)- CONSTRUCTION FINANCING- WATER AND WASTEWATER

The Town of Minto has received authority to borrow $ 660,000 in 2015 to finance certain water and wastewater projects. Due to a late start of construction, no advances were made through this financing in 2015. Construction was completed in 2016 and the related construction advances amounting to $ 660,000 were made during the year. Conversion to a fixed term debenture took place in May 2017.

17. REALTERM ENERGY CORP - LED STREET LIGHTING FINANCING

The Town of Minto, through Local Authority Services has completed a project which replaced most traditional street lights with efficient LED units. This will result in considerable savings of the cost of electricity. To finance this project, the Town utilized a leasing arrangement with RealTerm Energy Corp. whereby the Town did not incur any upfront costs on for the capital costs of the installation. Savings realized from the reduced electricity costs will be used to pay the amount borrowed for these costs. RealTerm Energy Corp. is also responsible for the maintenance of these lights over the ten years, estimated to be $133,473.60. The interest costs of the financing will be partially offset by the Town's 13.2% share of energy savings. This amount is estimated to be approximately $78,000 over the term of the agreement. The estimated savings in maintenance costs over ten years is estimated at $47,000. The principal amount of $461,793.83 will be repaid as follows:

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
2015	5,588.54	1,740.26	3,848.28	460,053.57
2016	67,652.35	22,646.84	45,005.51	437,406.73
2017	69,438.20	26,887.72	42,550.48	410,519.01
2018	71,272.78	31,623.70	39,649.08	378,895.31
2019	73,157.52	36,908.08	36,249.44	341,987.23
2020	75,094.10	42,800.10	32,294.00	299,187.13
2021	77,083.10	49,363.95	27,719.15	249,823.18
2022	79,126.21	56,671.77	22,454.44	193,151.41
2023	81,225.43	64,803.54	16,421.89	128,347.87
2024	83,382.45	73,847.33	9,535.12	54,500.54
2025	56,564.10	54,500.54	2,063.56	0.00
Total	$739,584.78	$461,793.83	$277,790.95	

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

18. LONG-TERM DEBT SUMMARY

	2016	2015
Wellington County #4 (Note 10)	$ 763,000	$ 902,000
Wellington County #5 (Note 10)	922,000	1,094,000
Wellington County #6 (Note 10)	275,000	337,000
Wellington County #7 (Note 10)	1,668,000	1,840,000
Wellington County #8	1,120,000	-
OSIFA (Note 12)	-	61,644
CMHC (Note 11)	1,419,421	1,567,609
Infrastructure Ontario #1(Note 13)	425,000	450,000
Infrastructure Ontario #2(Note 14)	832,500	925,000
Infrastructure Ontario #3(Note 15)	1,500,000	-
Infrastructure Ontario #4(Note 16)	660,000	-
Tile Drainage Loans	117,778	152,313
RealTerm Energy	437,407	460,054
	$10,140,106	$ 7,789,620

19. FINANCIAL INSTRUMENTS

The municipality's financial instruments consist of cash, taxes receivable, accounts receivable, other current assets, and accounts payable and accrued liabilities. Unless otherwise noted, it is management's opinion that the municipality is not exposed to any significant interest, currency or credit risks arising from these financial instruments. The fair values of these financial instruments approximate their carrying values, unless otherwise noted.

20. ACCUMULATED SURPLUS

	2016	2015
SURPLUS		
Invested in Tangible Capital Assets	$ 73,290,072	$ 71,236,042
RESERVE FUNDS		
Insurance	70,258	70,024
WSIB	62,879	107,518
Administration	237,296	291,604
Fire	7,619	176,028
Roadways	592,740	411,362
Wastewater	3,475,661	3,896,125
Waterworks	1,841,230	1,887,945
Cemeteries	13,467	13,422
Recreation	377,975	442,499
Economic Development	22,251	12,000
Planning and Zoning	137,687	97,361
	6,839,063	7,405,888
RESERVES		
Working Capital	1,080,000	1,060,000
General Government	6,000	3,000
Public Works	24,129	24,129
Protection Services	-	49,348
Recreation Facilities	17,495	16,901
Parks	5,000	16,420
Economic Development	16,086	6,512
Planning and Zoning	88,000	74,000
	1,236,710	1,250,310
LONG TERM DEBT		
Amount to be recovered	(10,140,106)	(7,789,620)
OTHER ASSETS AND LIABILITIES	2,035,479	176,122
ACCUMULATED SURPLUS, at end of year	$73,261,218	$72,278,742

21. POST EMPLOYMENT BENEFITS

The Town provided for post employment benefits to retired employees from their dates of retirement until they reach the age of 65 at which time benefits will cease.

THE CORPORATION OF THE TOWN OF MINTO

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

22 TAXATION

Under PS3510, taxes receivable and tax revenue are recognised when they meet the definition of an asset, the tax is authorized and the taxable event has occurred.

	2016	2015
Property Tax Levy	$ 4,817,505	$ 4,695,508
Supplementary & Omitted Taxes	82,203	101,562
Payment in Lieu of Taxes	53,701	50,765
	4,953,409	4,847,835
Less:		
Property Taxes Written off as Uncollectible	(34,670)	(18,163)
Provision for Assessment at Risk	(85,944)	(27,560)
	(120,614)	(45,723)
Tax Revenue Recognized	$ 4,832,795	$ 4,802,112

23. COMPARATIVE FIGURES

Certain comparative figures on the consolidated statement of operations and accumulated depreciation have been restated to agree with he current presentation.

THE CORPORATION OF THE TOWN OF MINTO

SCHEDULE OF SUPPLEMENTARY SEGMENTED DISCLOSURE

FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative figures for 2015)

	General Government	Protection Services	Transportation Services	Environmental Services
REVENUES				
Sales of Services	$ 116,010	$ 210,045	$ 211,109	$ 3,215,840
Other Municipalities	-	100,635	-	
Grants- operating	5,000	27,046	10,000	12,000
Other	-	-	456,753	-
	$ 121,010	$ 337,726	$ 677,862	$ 3,227,840
EXPENSES				
Salaries and benefits	130,520	673,658	766,737	799,432
Materials	86,572	528,350	2,312,270	1,094,424
Contracted services	-	53,852	111,875	58,004
Rents and financial expenses	-	-	-	1,487
Interest on long term debt	3,863	-	80,612	144,527
Amortization	30,264	288,166	1,298,121	1,238,552
External transfers	47,053	129,846	-	-
Other	-	-	-	-
	$ 298,272	$ 1,673,872	$ 4,569,615	$ 3,336,426

THE CORPORATION OF THE TOWN OF MINTO

SCHEDULE OF SUPPLEMENTARY SEGMENTED DISCLOSURE

FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative figures for 2015)

Health Services	Recreation Services	Planning & Development	Total 2015	Total 2014
$ 50,270	$ 986,986	$ 139,969	4,930,229	4,927,185
-	200	15,000	115,835	99,213
-	9,729	5,979	69,754	141,766
-	-	-	456,753	499,394
$ 50,270	$ 996,915	$ 160,948	$ 5,572,571	$ 5,667,558
15,987	931,574	183,468	3,501,376	3,372,790
63,769	1,191,304	331,385	5,608,074	5,444,854
5,543	5,000	-	234,274	205,250
35,800	23,784	-	61,071	60,851
-	24,983	42,102	296,087	247,298
7,942	364,855	76,014	3,303,914	2,674,825
10,425	-	-	187,324	179,687
-	-	-	-	-
$ 139,466	$ 2,541,500	$ 632,969	$ 13,192,120	$ 12,185,555

The Above Statement Should Be Read In
Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO

SCHEDULE OF TANGIBLE CAPITAL ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative figures for 2015)

	Land & Land Improvements	Buildings	Vehicles	Equipment
COST				
Balance, beginning of year	$ 5,778,470	$ 21,737,255	$ 5,701,092	$ 3,655,964
Additions/adjustments during the year	192,921	237,407	709,936	248,265
Disposals during the year	198,000	-	264,962	-
Balance, end of year	5,773,391	21,974,662	6,146,066	3,904,229
ACCUMULATED AMORTIZATION				
Balance, beginning of year	612,904	9,149,180	3,347,054	2,344,875
Amortization	126,262	480,847	384,034	294,565
Accumulated amortization on disposals	-	-	230,819	-
Balance, end of year	739,166	9,630,027	3,500,269	2,639,440
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS *	$ 5,034,225	$ 12,344,635	$ 2,645,797	$ 1,264,789

The Above Statement Should Be Read In
Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO
SCHEDULE OF TANGIBLE CAPITAL ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2016
(with comparative figures for 2015)

	Infrastructure: Transportation	Infrastructure: Enviromental-Water	Infrastructure: Enviromental-Wastewater	Total 2016
COST				
Balance, beginning of year	$ 50,569,507	$ 19,258,038	$ 21,038,239	$127,738,564
Additions/adjustments during the year	939,116	917,968	1,069,077	4,314,690
Disposals during the year	-	-	-	462,962
Balance, end of year	51,508,623	20,176,006	22,107,316	131,590,292
ACCUMULATED AMORTIZATION				
Balance, beginning of year	28,786,535	5,278,824	7,607,826	57,127,198
Amortization	1,119,776	308,137	590,293	3,303,914
Accumulated amortization on disposals	-	-	-	230,819
Balance, end of year	29,906,311	5,586,961	8,198,119	60,200,293
Other				
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS *	$ 21,602,312	$ 14,589,045	$ 13,909,197	$ 71,389,999

* Excludes construction in progress of $ 1,900,073.

The Above Statement Should Be Read In
Conjunction With The Attached Notes

DAVID A. RICHENBACK, CPA, CA
CHARTERED PROFESSIONAL ACCOUNTANT

P.O. Box 340
Harriston ON
N0G 1Z0
Phone (519) 338-3737
Fax (519) 338-3434

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the Town of Minto.

I have audited the statement of financial position of the trust funds of the Corporation of the Town of Minto as at December 31, 2016 and the statement of continuity of trust funds for the year then ended. These financial statements are are the responsibility of the Town's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards. Those standards require that I plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In my opinion, these financial statements present fairly, in all material respects, the financial position of the trust funds of the Town as at December 31,2016 and the continuity of trust funds for the year then ended in accordance with the accounting principles disclosed in note 1 to the financial statements.

Harriston, Ontario,
June 7, 2017.
Licence No. 1183.

CHARTERED PROFESSIONAL ACCOUNTANT
Licensed Public Accountant

THE CORPORATION OF THE TOWN OF MINTO

TRUST FUNDS

STATEMENT OF CONTINUITY

FOR THE YEAR ENDED DECEMBER 31, 2016

(with comparative figures for 2015)

2016

	Perpetual Care Fund	Total
Balance, at beginning of year	$ 481,830	$ 481,830
Capital receipts	12,320	12,320
Balance, at end of year	$ 494,150	$ 494,150

2015

Balance, at beginning of year	$ 473,190	$ 473,190
Capital receipts	8,640	8,640
Balance, at end of year	$ 481,830	$ 481,830

THE CORPORATION OF THE TOWN OF MINTO

TRUST FUNDS

STATEMENT OF FINANCIAL POSITION

FOR THE YEAR ENDED DECEMBER 31, 2016

(with comparative figures for 2015)

		2016
	Perpetual Care Fund	Total
ASSETS		
Cash (Note 3)	$ 14,245	$ 14,245
Investments (Note 2)	479,905	479,905
	$ 494,150	$ 494,150
LIABILITIES		
Balance - capital	494,150	494,150
	$ 494,150	$ 494,150

		2015
ASSETS		
Cash	$ 17,196	$ 17,196
Investments (Note 2)	464,634	464,634
	-	$ 481,830
LIABILITIES		
Balance - capital	481,830	481,830
	$ 481,830	$ 481,830

The Above Statement Should Be Read In Conjunction With The Attached Notes

THE CORPORATION OF THE TOWN OF MINTO

TRUST FUNDS

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2015

1. ACCOUNTING POLICIES

Basis of Accounting

Capital receipts are reported on the accrual basis of accounting.

Expenditures are reported on the accrual basis of accounting, which recognizes expenditures as they are incurred and measurable as a result of the receipt of goods or services and the creation of a legal obligation to pay.

2. INVESTMENTS

The total investments of $ 479,905 (2015 - $ 464,634) recorded on the "Statement of Financial Position" at cost, has a market value of $ 479,905 (2015 - $464,634) as at the end of the year.

3. CASH

Cash is comprised of cash on deposit at a chartered bank.

THE CORPORATION OF THE TOWN OF MINTO

CEMETERY DEPARTMENT

SCHEDULE OF PERPETUAL CARE FUND ASSETS

AS AT DECEMBER 31, 2016

Description	Rate of Interest	Date of Maturity	Cost
Home Trust	2.25%	March 20, 2017	$ 50,000
Laurentian Bank	2.60%	September 11, 2017	45,000
McCan Mortgage Corporation	2.45%	January 25, 2018	30,000
B2B Bank	1.85%	March 18,2018	45,000
Laurentian Bank	1.81%	March 23, 2019	50,000
Community Trust	2.17%	September 23, 2019	50,000
B2B Bank	1.97%	March 23, 2020	40,000
Home Trust	2.21%	September 10, 2020	30,000
McCan Mortgage Corporation	2.25%	March 23, 2021	25,000
			365,000
One Fund Bond Fund			114,905
Cash			14,245
			$ 494,150

Ombudsman ONTARIO

THE WATCHDOG

Newsletter

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Watch for our 2016-2017 Annual Report in late June!

Ombudsman to investigate communication of driver's licence suspensions and reinstatements

On May 24, 2017, Ombudsman Paul Dubé announced an investigation into how the province communicates licence suspensions and reinstatements to drivers who were suspended for unpaid fines, in the wake of several complaints by drivers – some of whom had no idea their licences were invalid.

The investigation will look at how the Ministry of Transportation monitors and communicates with drivers whose licences are cancelled or suspended, including how it co-ordinates with ServiceOntario.

“We have heard from drivers who went for years without knowing their licences were suspended. When they finally found out, it was through their insurance company or police, not the Ministry – which then treated them as brand-new drivers, requiring them to go through the graduated licencing program to have their licences re-instated.”

- Ombudsman Paul Dubé

Ombudsman ONTARIO

Anyone who has experienced a similar situation or who has information relevant to this investigation is asked to contact the Ombudsman’s office, through the confidential complaint form at www.ombudsman.on.ca, or by phone at 1-800-263-1830.

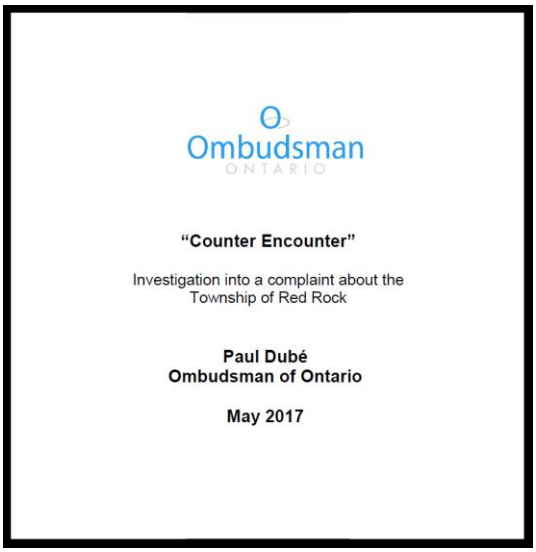
In May, the Forum of Canadian Ombudsman biennial conference brought together ombuds from across Canada and around the world to discuss the importance of independent oversight and holding governments and organizations to account. Ombudsman Paul Dubé spoke to delegates about how different ombudsman models can effect change: "When it comes to ombudsmen models, we all know that different models of oversight mean different foundations, authorities, mandates, powers, stakeholders, expectations and therefore different challenges. And yet, the objective is the same: To improve governance by promoting accountability, transparency, and fairness, and be an agent of positive change." Deputy Ombudsman Barbara Finlay was also elected to the FCO Board for a two-year term.

Ombudsman of Ireland and President of the International Ombudsman Institute, Peter Tyndall, also spoke to delegates about the evolving and increasingly important role of the Ombudsman in today's world. He also signed a memorandum of understanding with the FCO to recognize that both organizations share similar objectives, including strengthening ombudsmanship and exchanging information and expertise.

After the conference, Ombudsman Tyndall visited the Ontario Ombudsman office in Toronto, where he addressed staff about the role of the IOI and discussed collaboration for a planned best practice paper on own initiative investigations.

OMBUDSMAN OUTREACH

On May 11, Ombudsman Paul Dubé spoke to a full house at the Federation of Northern Ontario Municipalities' 2017 FONOM/MMA Northeastern Municipal Conference. You can watch his full speech here.



Ombudsman
ONTARIO

"Counter Encounter"

Investigation into a complaint about the Township of Red Rock

Paul Dubé
Ombudsman of Ontario

May 2017

COUNTER ENCOUNTER

Today, the Ombudsman released a report on his first formal investigation of a municipality. The report, *Counter Encounter*, deals with a complaint from a councillor in the Township of Red Rock – a municipality of 900 people in northwestern Ontario, some 115 km east of Thunder Bay – about a trespass order the township issued against him before he was elected. Read the report here.

HERE, THERE AND EVERYWHERE

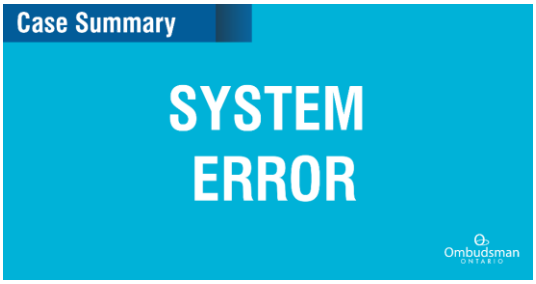
Ombudsman staff were busy in May representing our Office at various conferences and trade shows. To mention a few highlights, we spoke with delegates at the 64th Annual Ontario Small Urban Municipalities Conference and Trade Show, the Ontario Municipal Administrators' Association conference, the Caribbean-Canadian Parents Steering Student Success Conference, and at a community fair at the Dufferin Mall in Toronto.

COMING SOON TO AN EVENT NEAR YOU

In June, Ombudsman Dubé will be addressing the Ontario Public School Board Association's Annual General Meeting, Counsel will be presenting at the Ontario Association of Committees of Adjustment and Consent Authorities' 2017 Conference, and later in the month, Ombudsman Dubé will be speaking to l'Association des juristes d'expression française de l'Ontario.

CASE SUMMARY

A woman whose licence had been suspended paid her fine and received a new licence, but when she was in a car accident a few months later, she was told it wasn't valid. Read more about how we helped.



CAREERS WITH THE OMBUDSMAN

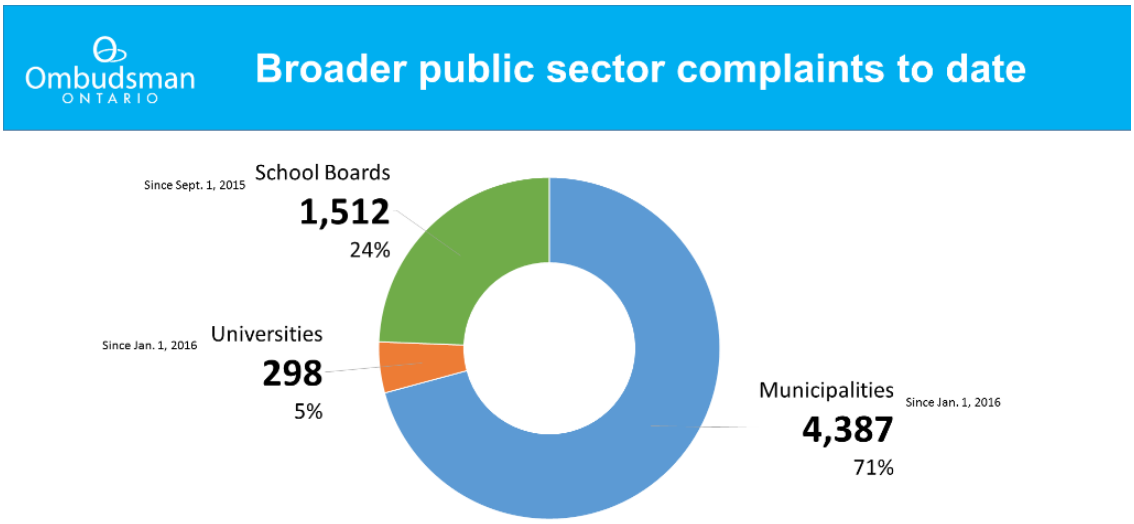
Are you looking for a challenging and rewarding career? We're hiring Early Resolution Officers, a Communications Officer, an Early Resolutions Manager and an Articling Student. Click here to learn more about what it means to be a part of our Office.

NEW JURISDICTION: BROADER PUBLIC SECTOR CASES

We handle more than 22,000 complaints a year – most are about Ontario government bodies, but we now oversee municipalities, universities and school boards as well.

Here's a look at how those latter complaints break down:
Since Jan. 1 2016, we've dealt with 4,387 municipal & 298 university cases; since Sept. 1 2015, we've handled 1,512 school board cases.

Learn more here



File a complaint or contact us here

The Ombudsman is an independent officer of the Ontario legislature who conducts oversight of provincial government agencies and

municipalities, universities and school boards. Ombudsman Paul Dubé began his five-year term on April 1, 2016.

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You are receiving this email because you opted in at our website or one of our events or workshops.

Phone: 1-800-263-1830

Fax: 416-586-3485

TTY: 1-866-411-4211

Email: info@ombudsman.on.ca

Our mailing address is:

Ontario Ombudsman

483 Bay St., Bell Trinity Square, 10th Floor, South Tower

Toronto, ON M5G 2C9

Canada

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Minutes

Board of Directors Meeting #4/17

April 19, 2017

DIRECTORS PRESENT: Jim Campbell, Deb Shewfelt, David Turton, Art Versteeg, Alison Lobb, Alvin McLellan, Wilf Gamble, Roger Watt, Paul Gowing, Bob Burtenshaw, David Blaney

ABSENT WITH REGRETS: Matt Duncan

STAFF PRESENT: Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Admin/Financial Services Coordinator
Jayne Thompson, Communications Coordinator
Stewart Lockie, Conservation Areas Coordinator
Stephen Jackson, Flood/Erosion Safety Coordinator

COMMUNITY ATTENDEES: Dr. Stan Spacek

1. Call to Order

Chair Jim Campbell called the meeting to order at 7:08 pm and announced the objectives for the meeting.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Delegation: Dr. Stan Spacek, Proposed Energy Generation Project, Town of Goderich

Chair Jim Campbell welcomed Goderich resident Dr. Stan Spacek and invited him to speak before the Board.

Dr. Spacek addressed the Board with his concerns about the Compressed Air Energy project by NRStor that has been proposed to the Town of Goderich, providing a visual presentation along with information about the project. Dr. Spacek feels that the environmental assessment doesn't depict a true representation of the site and location of the project yet realizes that this development is outside of the Maitland Valley Conservation Authority regulated jurisdiction and area of staff expertise. Dr. Spacek is asking the Board to support his environmental concerns and to direct those concerns to the Ministry of Environment and Climate Change.

Following questions and discussion with Dr. Spacek, the Board passed this motion.

Motion FA #35/17

Moved by: David Turton **Seconded by: Alison Lobb**

THAT MVCA forward Dr. Spacek's concerns to the Ministry of Environment and Climate Change for evaluation by the MOECC.

(carried)

4. Business Requiring Direction/Decision

i) Board Training/Education Options: **Report #21/17** (attached)

Phil Beard, General Manager/Secretary-Treasurer outlined options for training and education for the Board to consider in 2017.

After review and discussion of each topic, the Board decided that they would like to learn more about all of the topics outlined in the report. Therefore the following motion was made.

Motion FA #36/17

Moved by: David Blaney **Seconded by: Alison Lobb**

THAT education sessions focussed on the Garvey Glenn Watershed and Middle Maitland Headwaters projects be organized; **AND THAT** training on Legislative Authority to Protect Natural Resources along with tours of the Wawanosh Nature Centre and the workshop located at the Administration Centre be incorporated into the Board's Education events for 2017; **AND FURTHER THAT** that a schedule be presented at the May 17, 2017 meeting.

(carried)

ii) Vehicle Report: **Report #22/17** (attached)

Conservation Areas Coordinator, Stewart Lockie outlined that a letter has been sent to GM Canada's Fleet Management Program to determine if any Chevrolet Bolts are available for order in 2017. This vehicle was included in MVCA's 2017 budget.

Following this presentation and discussion, this motion was made.

Motion FA #37/17

Moved by: David Turton **Seconded by: Deb Shewfelt**

THAT the MVCA place an order for a 2017 Chevrolet Bolt from GM Canada to their fleet management program through Larry Hudson Chevrolet, Buick, GMC in Listowel.

(carried)

iii) Addition to Board Work Plan: MCF Request for Funding Support 2018-2020: **Report #23/17**

The Maitland Conservation Foundation would like MVCA to develop a three year outline of projects that they can assist with for the years 2018-2020. They would like to continue to raise funds for the Middle Maitland Headwaters Restoration Project, Garvey Glen Watershed Restoration Project and Conservation Areas projects. The authority's request should be submitted to the MCF Board in time for their November 16, 2017 meeting.

The Board agreed to add this item to their 2017 work plan by passing this motion.

Motion FA #38/17

Moved by: Wilf Gamble **Seconded by: Art Versteeg**

That staff identify funding requirements for the Middle Maitland Headwaters Restoration Project, Garvey Glen Watershed Restoration Project and Conservation Area projects for 2018-2020 for the Directors to consider at the October 18, 2017 Board meeting.

(carried)

iv) Goderich Harbour Wharf Expansion: Permit Revision: **Report #24/17**

This report was presented to the Board to obtain approval to amend the previously approved development application DEV15A/2014 to expand the Goderich Harbour Wharf. This permit is required to be approved by the Board because it is a five year approval. The development application has been amended because only a small area of the original site is being developed.

Since the application still meets the authority's policies, the Board passed the following motion:

Motion FA #39/17

Moved by: Paul Gowing **Seconded by: Alison Lobb**

THAT the Board of Directors approves Application No. DEV15A/2014, with the following conditions:

1. All work must be carried out in conformance with the application (April 6, 2017) and drawings, including:
   a) TP-00 & TP-01 (Riggs Engineering Ltd., April 6, 2017); and,
   b) MA-01 to MA-14 (Riggs Engineering Ltd., April 6, 2017).
2. Infilling shall occur as per approved plans/drawings noted-above and as stipulated in Section 1.4.3 of the Goderich Harbour Wharf Expansion Environmental Management Plan – Phase 1, as amended (see Condition No 6, below). Should the need arise for an alternative method of infilling, MVCA must be contacted for review and permission.
3. A record of proposed fill material shall be provided to MVCA, prior to filling. The record must identify fill origin and provide a statement indicating that the material is in accordance with the *Fill Quality Guide and Good Management Practices for Shore Infilling in Ontario (MOE 2011)*.
4. Sediment and erosion control measures shall be installed, maintained and monitored as per Section 2.5.2 and 2.5.3 of the Goderich Harbour Wharf Expansion Environmental Management Plan – Phase 1, as amended (see Condition No 6, below).
5. Equipment and Vehicle Operations and Maintenance shall have regard for Section 2.5.1 of the Goderich Harbour Wharf Expansion Environmental Management Plan – Phase 1, as amended (see Condition No 6, below) to mitigate the release of deleterious substances during the work.
6. Prior to work starting, a final copy of the Goderich Harbour Wharf Expansion Environmental Management Plan – Phase 1 shall be submitted to MVCA. An accompanying letter must be submitted with the report, advising MVCA of changes, if any, to the sections of the report referenced in Conditions No 2, 4, and 5. Any significant changes to these sections may require an amendment to this permit.
7. All works must be completed within 60 months from the date permission is issued. Should the work not be completed within the 60 month validity period, the applicant must re-apply to MVCA for permission.

(carried)

v) In-Camera Session-Legal Matter

All attendees except the Board Members, the GM/ST, the Flood and Safety Coordinator and the Administrative/Financial Services Coordinator were excused from the meeting at this time.

Motion FA #40/17

Moved by: Art Versteeg **Seconded by: David Turton**

THAT the Board of Directors move in camera for a legal matter.

(carried)

Motion FA #41/17 to resume regular session was made in-camera.

(carried)

5. Reports

a) Chair's Report

Chair Jim Campbell announced that he attended Conservation Ontario Council and reported that there is only one conservation authority in the Province that appoints their General Manager as their voting delegate.

Jim also advised the Board that he and Deb Shewfelt attended Queen's Park Day in Toronto. The Minister of Natural Resources and Forestry announced that she was still planning to bring forward changes to the Conservation Authorities Act in the spring.

b) Director's Committee and Municipal Reports

Deb Shewfelt, Second Vice-Chair reiterated the Chair's comments regarding Queen's Park Day. Deb noted he gave congratulations to the Minister of Environment and Climate Change, the Honourable Glen Murray on the sale of carbon credits.

Deb also advised that he attended the Huron Water Protection Committee meeting where two very good presentations on farming practices were made.

Director Paul Gowing thanked staff for providing information on some radio ads that had been aired by a neighbouring conservation authority on CKNX regarding requests to contact the local conservation authority regarding any proposed development near wetland or flood plain areas.

6. Consent Agenda

i) Agreements Signed: **Report #25/17** (attached)
ii) Maitland Conservation Foundation Restructuring: **Report #26/17** (attached)
iii) Revenue/Expenditure Report for March: **Report #27/17** (attached)
iv) Correspondence for Directors Information
v) Appointment of Regulation Officers Falls Reserve Conservation Area: **Report #28/17**
vi) Conservation Ontario Council Meeting: **Report #29/17**

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

The following motion was made.

Motion FA #42/17

Moved by: Alison Lobb **Seconded by: Bob Burtenshaw**

THAT reports #25/17 through #29/17 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

7. **Review of Meeting Objectives/Follow-up Actions/Next meeting: May 17, 2017 at the Admin. Centre in Wroxeter**

Chair Jim Campbell reviewed the meeting objectives and reminded everyone of the May meeting date.

8. **Adjournment**

The meeting adjourned at 8:20 pm with this motion.

Motion FA #43/17

Moved by: Paul Gowing **Seconded by: Roger Watt**

THAT the meeting be adjourned.

carried)

Jim Campbell
Chair

Danielle Livingston
Administrative/Financial
Services Coordinator

Maitland Valley
Conservation Authority

MSPA

Maitland Source Protection Authority

April 19, 2017

MAITLAND SOURCE PROTECTION AUTHORITY MEETING #1/17 MINUTES

DIRECTORS PRESENT:	Jim Campbell, David Turton Deb Shewfelt, Art Versteeg, Alison Lobb, Roger Watt, Wilf Gamble, Paul Gowing, Bob Burtenshaw, David Blaney
ABSENT WITH REGRETS:	Matt Duncan
STAFF PRESENT:	Phil Beard, General Manager/Secretary-Treasurer Danielle Livingston, Financial Services Coordinator Jayne Thompson, Communications Coordinator Stewart Lockie, Conservation Areas Coordinator Stephen Jackson, Flood/Erosion Safety Coordinator

The MSPA meeting was called to order with the following motion at 8:20 pm.

Motion MSPA #1/17

Moved by: Deb Shewfelt **Seconded by: David Turton**

THAT the Maitland Valley Conservation Authority Board of Directors move into a Maitland Source Protection Authority meeting.

(carried)

10. Maitland Source Protection Authority

a) Minutes from MSPA meeting #2/16 held on December 21, 2016

The draft minutes from the Maitland Source Protection Authority Meeting held on December 21, 2016 have been circulated to the Directors. This motion followed.

Motion MSPA #2/17

Moved by: Wilf Gamble **Seconded by: Roger Watt**

THAT the minutes from the Maitland Source Protection Authority meeting held on December 21, 2016 be approved.

(carried)

b) Appointment of Directors to the Joint Management Committee: **Report #1/17**

This report establishes appointments to the Joint Management Committee for 2017/2018. This motion followed.

Motion MSPA #3/17

Moved by: Deb Shewfelt **Seconded by: Wilf Gamble**

That Jim Campbell and Dave Turton be appointed to the Joint Management Committee from April 19, 2017 to March 31, 2018 and that Alison Lobb be appointed as the alternate on the Joint Management Committee.

(carried)

c) 2017/2018 Work Plan/Budget for the Ausable-Bayfield/Maitland Source Protection Region: **Report #2/17**

This report from Source Protection Program Supervisor Geoffrey Cade outlines the 2017-2018 Maitland Source Protection Authority workplan and budget for the Director's information.

d) Review of Annual Agreement with ABCA re: Drinking Water Source Protection Project. **Report #3/17**

Phil Beard, General Manager/Secretary-Treasurer presented this report from Source Protection Program Supervisor Geoff Cade to the Board regarding the renewal of the partnership agreement between ABSPA/MSPA.

These motions followed.

Motion MSPA #4/17

Moved by: Alison Lobb **Seconded by: Art Versteeg**

THAT the agreement between the Maitland Source Protection Authority and the Ausable Bayfield Source Protection Authority be approved for the period starting April 19, 2017 and ending March 31, 2018 as outlined in Report #3/17.

(carried)

Motion MSPA #5/17

Moved by: Deb Shewfelt **Seconded by: Roger Watt**

THAT staff bring a report to the Board outlining the pros and cons of MVCA becoming the lead Source Protection Authority.

(carried)

e) Adjournment

Motion MSPA #6/17

Moved by: Alison Lobb **Seconded by: Roger Watt**

THAT the Maitland Source Protection Authority meeting be adjourned.

(carried)

The meeting adjourned at 8:35 pm.

Jim Campbell
Chair

Danielle Livingston
Administrative/Financial Services Coordinator

Box 127, Wroxeter, ON N0G 2X0 (519) 335-3557 Fax (519) 335-3516 maitland@mvca.on.ca

RECEIVED JUN 12 2017

THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

June 2017

TO: MAYOR, CITY CLERK AND COUNCILLORS:

Nominate an Outstanding Ontario Physician in Your Community

The College of Physicians and Surgeons of Ontario Council Award

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2018 Council Award.** The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the "ideal physician".

The criteria for selecting a physician for the Council Award are outlined in the enclosed brochure and nomination form. The criteria are based upon eight "physician roles" that reflect society's expectations of what is needed to practise modern medicine.

Through the award, the College honours Ontario physicians whose performance in each of these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award.

The deadline for receipt of nominations is October 2, 2017 at 5 p.m.

For further information, please contact the Council Awards Program at 416-967-2600 or 1-800-268-7096 extension 611 or CPSOaward@cpso.on.ca.

Correspondence

80 College Street, Toronto, Ontario M5G 2E2 Tel: (416) 967-2600 Toll Free: (800) 268-7096 Fax: (416) 961-3330

Council Award

Nomination Form

If more space is required, please include additional pages.

NOMINEE

Name of nominee: _____

Address: _____

Telephone number: work _____

mobile _____

E-mail address: _____

Date and place of birth: _____

Degrees earned (Degree, School, Year): _____

Specialty, if any: _____

Type of practice: _____

Faculty appointments, if any: _____

Previous honours and awards: _____

NOMINATOR

Name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Please indicate your relationship to the Nominee: _____

SECONDER (must be provided)

Name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Deadline for nomination submission is October 2, 2017 at 5 p.m.

ALL OF THESE PHYSICIANS

ARE MEMBERS OF AN EXCLUSIVE CLUB...

THEY'RE ALL *Council Award* WINNERS!

Each year the Council honours outstanding physicians in Ontario

SELECTION CRITERIA

The criteria for selecting a physician for the Council Award are based on the eight "physician roles" identified by Educating Future Physicians of Ontario in 1993. These roles reflect the many needs and expectations of our society, and outline an archetype of the "ideal physician". Those roles are:

1 Medical Expert/Clinical Decision Maker

The physician is well-informed about the science and technology of medicine and health care. The physician's knowledge and skill is used to collect and interpret data, make appropriate clinical decisions and carry out diagnostic and therapeutic procedures.

2 Communicator

The physician has effective, humane relationships with patients and colleagues. The physician understands and responds to patients' needs, fears, beliefs and expectations and effectively counsels and educates on health care needs and public health care issues.

3 Collaborator

The physician works in partnership with other health care professionals and sees the patient and family members as partners in health care decision-making. The physician appropriately uses community and health care resources.

4 Gatekeeper/Resource Manager

The physician recognizes the many determinants of health and the implications of those determinants for the practice of medicine. The physician participates at a number of organizational levels to address issues such as quality of care and quality assurance mechanisms.

5 Health Advocate

With an understanding of the many determinants of health, the physician advocates for more effective public health interventions and policies.

6 Learner

The physician recognizes that the abilities to change and to continue to learn are essential to the practice of good medicine. The physician is a self-directed learner and keeps abreast of current treatments and philosophies.

7 Scientist/Scholar

The physician understands the scientific method and applies it to patient encounters, community health issues and to the critical assessment of literature related to the biological, psychological and sociological basis of illness. The physician may be engaged in scientific research.

8 Person & Professional

The physician has developed strategies for coping with professional demands to provide maximum opportunity for effective relationships with patients and colleagues while at the same time providing excellent medical care. The physician is committed to the highest standards of excellence in clinical care and ethical conduct.

ASSESSING THE CRITERIA

The College wants to honour physicians whose performance in these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others. Council Awards are presented at Council meetings, which are held quarterly.

ELIGIBILITY FOR NOMINATION

Anyone may nominate an eligible physician for the Council Award. To be eligible for nomination, a physician must be licensed in Ontario and be in good standing with the College. Former recipients of the Council Award or the Excellence in Quality Management of Medical Care Award are not eligible for nomination. Members of the Council, and staff of the College and members of their immediate families are also not eligible for nomination for the Council Award. The completed nomination form (on back) and required documentation must be submitted by October 2, 2017, for consideration by the Council Award Selection Committee.*

** Previous nominees who were unsuccessful are eligible*

NOMINATION INSTRUCTIONS

1. Complete the nomination form, providing as much information as possible about the physician nominee. Type or print clearly in the space provided. If additional space is required, attach additional pages.

2. Provide a detailed nominator's statement. In this statement, please describe how the physician nominee has demonstrated overall excellence using the eight physician roles outlined on the previous page. It is recognized that individual physicians will demonstrate more extensive expertise in some roles than in others. The nominator may include concisely presented pertinent supporting materials (letters, reports, testimonials, press clippings, etc.).

3. Find a seconder for the nomination. The seconder should provide a seconder's statement, their own written testimonial about the nominee and his or her accomplishments, again using the eight physician roles.

4. The completed Council Award nomination form (including nominator's statement, supporting material and seconder's statement) can be emailed or mailed to:

   The Council Award, c/o Tracey Sobers
   Communications Department
   College of Physicians and Surgeons of Ontario
   80 College Street, Toronto, Ontario, M5G 2E2

   Tel: (416) 967-2600 or 1-800-268-7096, extension 402
   Email: cpsoaward@cpso.on.ca

CHECKLIST:

- Nomination form complete ❑
  including:
- Nominator's statement ❑
- Seconder's statement ❑
- Supporting documents (optional) ❑
- Nominee's CV (optional)

Note: The deadline for nominations is Monday, October 2, 2017 at 5 p.m.

Any questions concerning the nomination instructions should be directed to Tracey Sobers, and additional nomination forms can be obtained by contacting her. Nomination forms are also available at: www.cpso.on.ca.

Jane Gibson
6230 16th Line
Clifford, ON
N0G 1M0

Friday May 19, 2017

RE: Letter of Concern; Horse Manure on our Highways

Dear Mrs. Gibson:

Thank you for your letter dated May 2, 2017 with your concerns about horse manure on public highways. At the May 16th Town of Minto Council meeting, Council discussed your letter and the concerns you expressed. While your letter was very well written and your points appreciated, requiring carts to be equipped with collection bags is not seen as practical or enforceable. As such the Town will not be pursuing this further.

Thank you for your interest in the Town of Minto.

Sincerely,

Bill White,
C.A.O/ Clerk

RECEIVED JUN 15 2017

JUNE 12, 2017

ATT'N - TOWN/TWP OF MINTO COUNCIL
IN RE-HORSE MANURE

DEAR COUNCILLORS:

THANK YOU FOR YOUR LETTER OF MAY 19, 2017 REGARDING THE MATTER OF HORSE MANURE ON OUR ROADS/HIGHWAYS. - I HAVE SINCE BEEN CONTACTED BY SLOBODAN AND JELENA RADOJCIN (OF THE 12TH LINE) WHO SHARE MY CONCERN.

HAVING VISITED SEVERAL AREAS AND HAVING BEEN RAISED IN AN AREA WHERE HORSES PLIED THE ROADS ON A REGULAR BASIS LEAVING NO DROPPINGS I CAN ONLY CONCLUDE SOME MANNER OF CONTROL MUST HAVE BEEN IN PLACE. (SHOULD YOU WONDER WHY I DON'T KNOW FOR SURE, I GUESS BECAUSE IT WASN'T HAPPENING I DIDN'T QUESTION WHY IT WASN'T HAPPENING.)

AS TO THE MESSES MADE ON THE ROADS BY TRACTORS/SPREADERS AS THEY GO FROM BARNYARD TO FIELD, GRANTED IT'S NASTY, HOWEVER, 1) IT'S SEASONAL, OCCURRING MOSTLY IN THE SPRING AND 2) IT SERVES AN IMPORTANT PURPOSE - FERTILIZING THE SOIL IN WHICH CROPS ARE GROWN, MOST OF WHICH EVENTUALLY MAKES IT'S WAY INTO THE FOOD CHAIN. HORSE MANURE ON THE ROADS IS 1) ALL SEASONS AND 2) SERVES NO USEFUL PURPOSE THAT I'M AWARE OF. -- MY CONCERN IS NOT LIMITED TO SIDEROADS ALONE BUT INCLUDES THE SHOULDERS OF THE HIGHWAYS WHERE CARS/OPERATORS ARE TO BE WHEN TEXTING/TALKING -- (AS IF) -- AS WELL AS THE HIGHWAY ITSELF.

AND, AH YES, THE "SIGHTS AND SMELLS OF RURAL LIVING", I HAVE LIVED MY ENTIRE LIFE (AT LEAST TO THIS POINT) ON A FARM. I HAVE PUT HAY INTO AND THROWN HAY OUT OF HAYMOWS, FED LIVESTOCK, MILKED COWS AND MUCKED OUT STALLS/PENS/GUTTERS - THE OLD WAY, WITH MANURE FORK AND WHEELBARROW, SO I'M FAIRLY WELL VERSED IN THE "SIGHTS AND SMELLS" THANK YOU.

TWO THOUGHTS TO CLOSE, 1) CAN'T COMMON SENSE/DECENCY/COURTESY PREVAIL IN THIS MATTER?, 2) CAN THE POINT BE MADE DIPLOMATICALLY? I LEAVE IT IN YOUR CAPABLE HANDS.

SINCERELY -
Jane Gibson

Building Department Monthly Review

May 2017

May 2017/2016 Permit Activity

- **The Construction Sector in Minto continues to be very active**
- **May – 34 Permits issued resulting in $4.1 Million constructed value vs. 26 Permits in 2016 worth $1.6 Million**

	2017		2016	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	6	$ 1,541,000.00	3	$ 785,000.00
Multiple Family Dwelling	4	$ 1,450,000.00	1	$ 250,000.00
Accessory Appartments	0	$ -	1	$ 40,000.00
Residential Additions/Renovations	2	$ 153,000.00	2	$ 105,000.00
Residential Accessory Structures	8	$ 175,000.00	5	$ 79,000.00
Residential Pool Enclosures/Decks	5	$ 14,000.00	6	$ 41,000.00
Commercial Permits	0	$ -	0	$ -
Industrial	1	$ -	0	$ -
Institutional	1	$ 80,000.00	2	$ 105,000.00
Agricultural	3	$ 671,000.00	3	$ 130,000.00
Sewage Systems	2	$ 15,000.00	3	$ 30,000.00
Demolitions	2	$ 16,000.00	0	$ -
Monthly Total	34	$ 4,115,000.00	26	$ 1,565,000.00
Total Year to Date	95	$ 16,667,000.00	68	$ 5,910,000.00

May 2017/2016 Permit Activity

- **Year to Date - 95 Permits resulting in $16.7 Million constructed value vs. 68 Permits in 2016 worth $5.9 Million**
- **10 Year Average Year End value was $16.7 Million at the end of last year.**

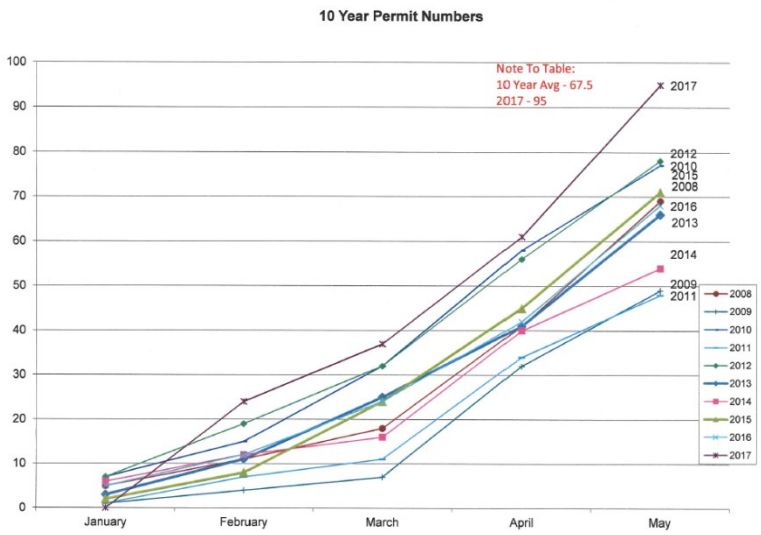
	2017		2016	
PERMIT TYPE	PERMITS ISSUED	DOLLAR VALUE	PERMITS ISSUED	DOLLAR VALUE
Single Family Dwelling	16	$ 4,290,000.00	8	$ 2,164,000.00
Multiple Family Dwelling	9	$ 5,735,000.00	2	$ 650,000.00
Accessory Apartments	0	$ -	1	$ 40,000.00
Residential Additions/Renovations	16	$ 976,000.00	12	$ 916,000.00
Residential Accessory Structures	10	$ 193,000.00	9	$ 139,000.00
Residential Pool Enclosures/Decks	9	$ 55,000.00	10	$ 64,000.00
Commercial Permits	2	$ 165,000.00	1	$ 200,000.00
Industrial	7	$ 1,250,000.00	3	$ 250,000.00
Institutional	3	$ 132,000.00	3	$ 175,000.00
Agricultural	14	$ 3,785,000.00	10	$ 1,244,000.00
Sewage Systems	7	$ 70,000.00	7	$ 65,000.00
Demolitions	2	$ 16,000.00	2	$ 3,000.00
Total	95	$ 16,667,000.00	68	$ 5,910,000.00

May's Highlights

- **Highlights include:**
  - **6 new Single Family Detached Dwellings worth $1,541,000**
  - **1 – 4 Plex, and 2 Semi-Detached Dwellings, worth $1,450,000**
    - **Totaling 14 new units (7 - Clifford, 2 - Harriston, 4 - Palmerston, 1 - Township**
    - **Year To Date – 43 new residential units**
  - **1 New Dairy Barn**

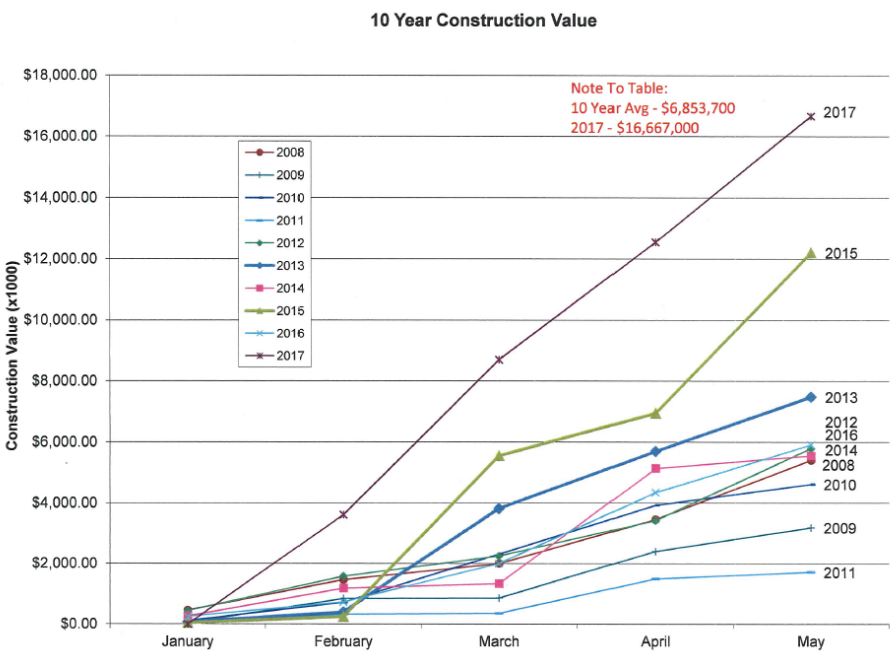
10 Year Permit Numbers

- 10 Year Average – 67.5
- Year To Date – 95 Permits



10 Year Construction Value

- **10 Year Average - $6,853,700**
- **Year To Date - $16,667,000**



Questions/Comments

TOWN OF MINTO

DATE: June 15, 2017
TO: Mayor and Council
FROM: Stacey Pennington, Building Inspector
SUBJECT: Site Plan Approval, Felix Weber, 111 Frank Lambier Court, 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

Felix and Bernice Weber, owner/operator of the proposed industrial building plan to build a 850.6 sq m (9,156 sf) on-site. The proposal would allow for division of the building into a three units. Clerks, Building and Public Works staff along with Triton Engineering met to review the site plan submitted with a preliminary proposal of the project.

The site plan shown in Appendix "A" outlines the following development details:

- A new loading space with proposed retaining wall, and catch basin draining to the Minto Road roadside ditch
- A new proposed gravel parking lot with 13 spaces (1 barrier free) at the front of the building complete with sidewalk and entrances for the future proposal of 3 units.
- Outdoor screened garbage storage to the north of the loading space.
- Site grading is shown with surface drainage to existing catch basin at the rear of the property, a swale along the east side directing drainage to Frank Lambier Court; and surface drainage to the ditch along Minto Road.
- Proposed water and sewer service locations complete with existing valves at the property line
- Lighting is proposed as flood lights on the building.
- A 2' planting strip along the west property line.

Staff Comments

Building

The Proposed site complies with the Zoning including building setback, lot coverage parking and other applicable zoning requirements.

Public Works
The current site is serviced.
Public works staff needs confirmation for the proposal for both water and sewer prior to the signing of a site plan agreement. The following information is needed:

- The size, location and elevation of the sewer line constructed into the building
- The size and location and elevation of the proposed sewer line construction.
- The size and location of the proposed water line.

Clerks
The proposal should include partial paving of the front parking area to the South and East of the building, or an alternative proposal as agreed upon by the applicant and the Town. Landscaping details will be confirmed. Some tree planting is required within the proposed planting strip or at an alternative location as provided for in the Town's Tree Planting policy.

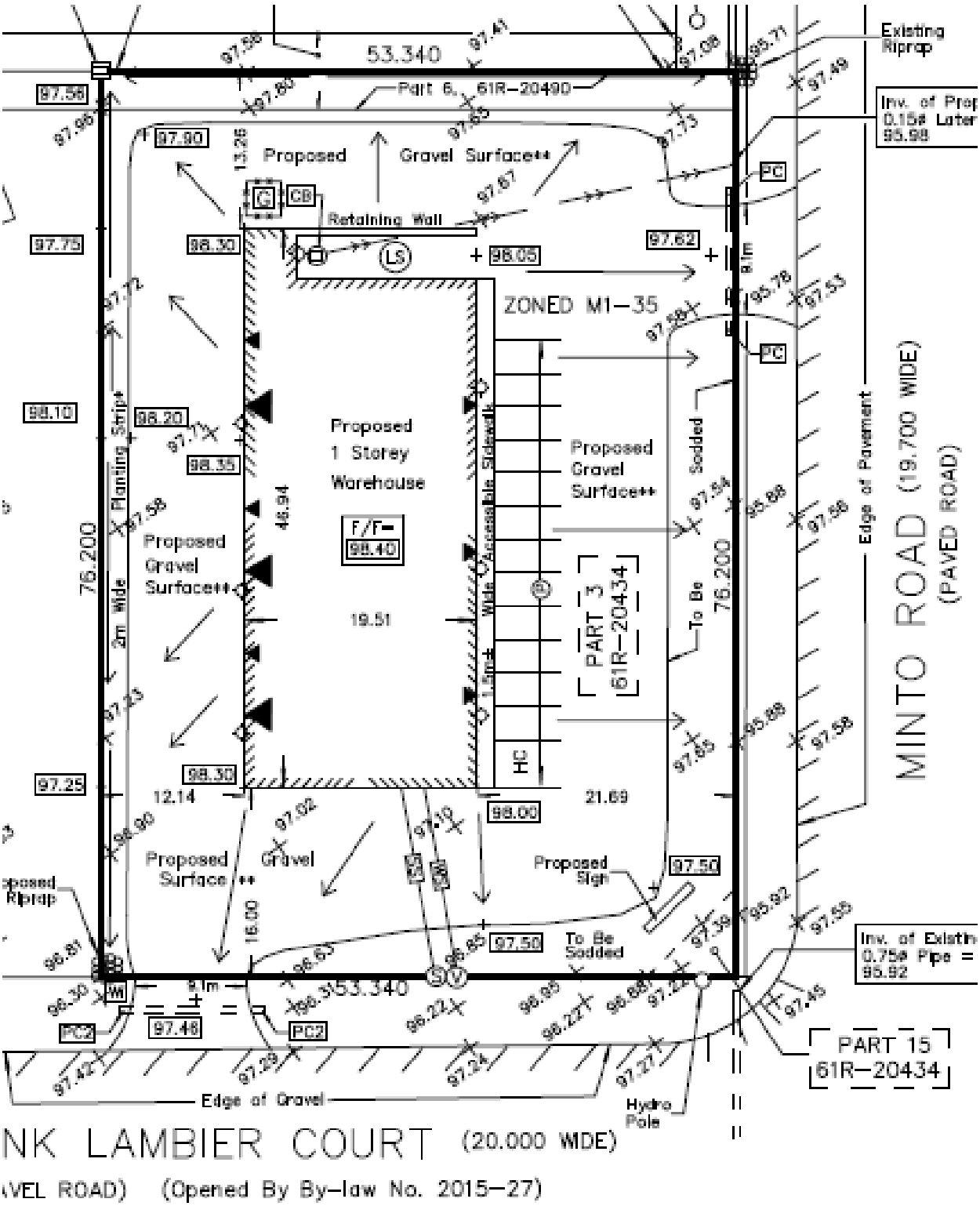
FINANCIAL CONSIDERATIONS
The standard Site Plan Approval Fee and Deposit totaling $3,600 will apply.

RECOMMENDATION:
Council receives the report from the Building Inspector dated June 14, 2017 and approves the submitted site plan, prepared by J Don MacMillan Limited, for J A Devries Construction Inc, Project Number 17-1693SP submitted June 6, 2017 subject to the execution of a site plan agreement with the Town requiring, among other matters, confirmation the proposed use will be serviced according to the requirements of the Town, paving of the parking area (in whole or in part) and final landscaping details being approved by the Town including boulevard tree planting according to the Town's Tree Planting Policy.

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

APPENDIX “A”


53.340
Part 6, 61R-20490
Existing Riprap
Inv. of Prop 0.15ø Later 95.98
Proposed Gravel Surface++
Retaining Wall
ZONED M1-35
Proposed 1 Storey Warehouse
F/F= 98.40
Proposed Gravel Surface++
Proposed Gravel Surface++
Planting Strip
2m Wide
Accessible Sidewalk
1.5m± Wide
Sodded
To Be Sodded
PART 3 61R-20434
76.200
46.94
19.51
12.14
21.69
16.00
Edge of Pavement
MINTO ROAD (19.700 WIDE)
(PAVED ROAD)
Proposed Gravel Surface++
Proposed Sign
Inv. of Existin 0.75ø Pipe = 95.92
PART 15 61R-20434
Edge of Gravel
Hydro Pole
NK LAMBIER COURT (20.000 WIDE)
VEL ROAD) (Opened By By-law No. 2015-27)

Town of Minto
DATE: June 14, 2017
TO: Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: B53/17- Corinne Bell Severance
Part Lot 33 South of Queen Street, Harriston

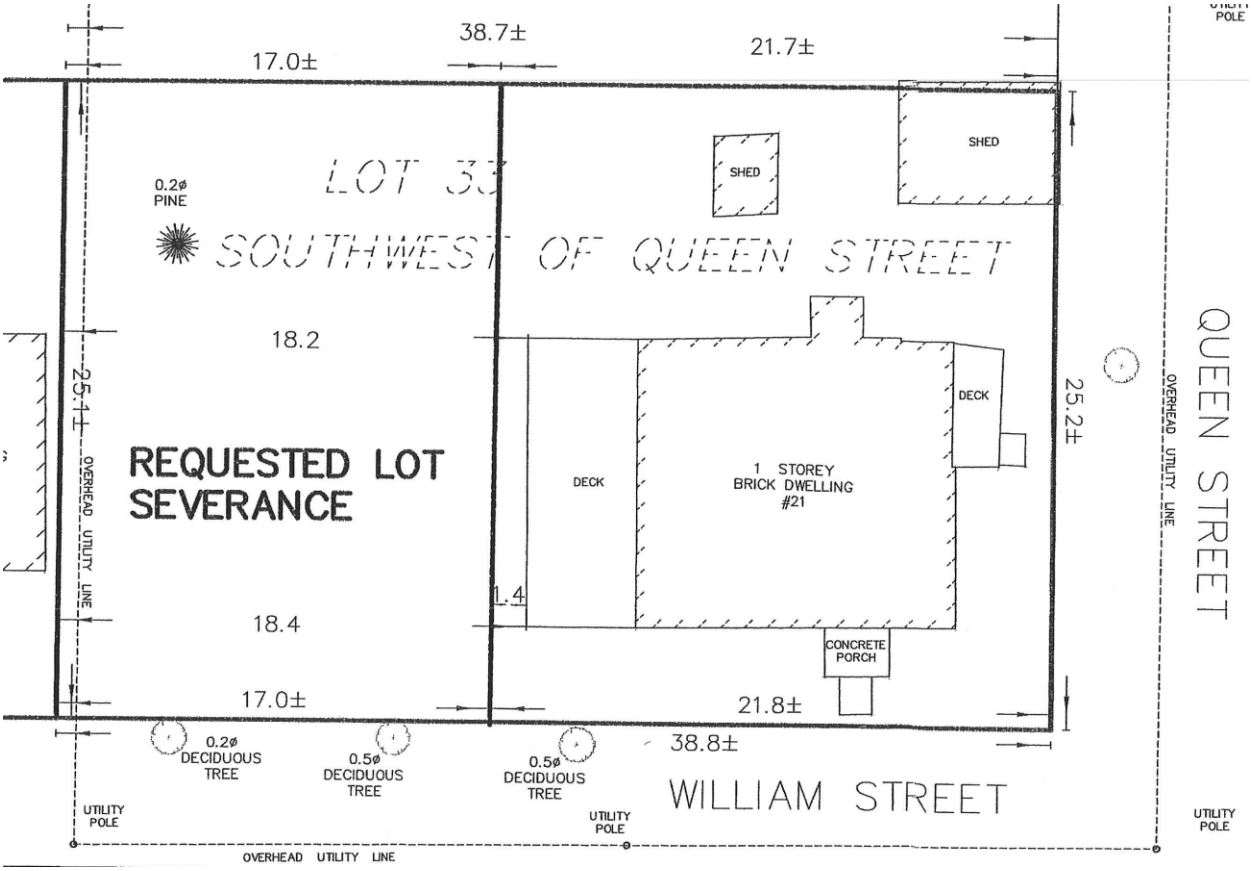
STRATEGIC PLAN

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

This consent application to the County Land Division for property located at 21 William Street East is to create a residential lot of 426.7 sq m. An existing single family dwelling with accessory structures is located on the retained portion of the property with a lot area of 549.6 sq m. This property is zoned R1B low density residential.

Below is a portion of the site survey submitted with the application.



COMMENT

Town of Minto staff reviewed the application and no serious concerns were noted.

Clerks

Standard financial conditions including parkland dedication are recommended.

Public Works

The severed parcel has access to municipal water and sanitary sewer in William Street but is not serviced with lateral connections. Connection to these services will be at the lot developer's cost according to typical Public Works requirements. Standard conditions in relation to servicing and frontage fees are recommended. An entrance permit must be obtained prior to construction.

Building

Zoning Relief is required as per the chart below:

Zoning By-law Section	Required	Provided	Relief
10.2.1 LOT AREA minimum	650.3 sq m	Retained 426.7 sq m Severed 549.6 sq m	Retained 223.6 sq m Severed 100.7 sq m
10.2.2 LOT FRONTAGE minimum	20.1 m	Severed 17.0m	Severed 3.1m

The large shed as a result of the severance will be in the exterior side yard where no accessory building is permitted. This shed does not meet the accessory building setback requirements/ encroaches on neighboring lands. It is our understanding that this shed would have legal non-complying.

Standard building permit fees and development charges will be required prior to the issuance of a building permit.

All of the above issues can be address through the Town's standard conditions for consent applications.

RECOMMENDATION

THAT the Council recommends County of Wellington Land Division Committee approve Severance Application B53/17, Part Lot 33 South of Queen St, 21 William Street E, Former Town of Harriston, Town of Minto subject to the following conditions:

1. That the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
2. That the applicant satisfies the requirements of the Town of Minto in reference to Parkland Dedication as provided for in the Planning Act including where applicable paying cash-in-lieu of parkland in the amount of $500 per lot or other specified in the applicable policy of the Town at the time of consent.
3. That the applicant provide proof of payment from the Town of Minto that outstanding frontage charges for water, sanitary sewer, and or storm sewer where applicable and required by the Town for the severed lot(s) at the rate established by policy in place at the time of payment of the frontage charge (for reference only and subject to change,

the rate applicable at the time of this decision is $221.00 per metre lot frontage), and that the applicant is also advised this does not include paying the cost of lateral connections to any service which shall be payable to the Town at time of connection.

4. That the applicant obtains written confirmation from the Town of Minto Public Works Department that satisfactory access arrangements to the subject lands have been made including payment of applicable fees.
5. That the applicant obtain a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.
6. That the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.

ATTACHMENTS

County of Wellington Planner, Jameson Pickard

Stacey Pennington
Building Inspector

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

Application	B53/17
Location	Part Lot 33, South of Queen St. TOWN OF MINTO
Applicant/Owner	Corinne Bell

PLANNING OPINION: This application would sever a 426.9 m² (4,594 ft²) residential lot in the Urban Centre of Harriston. A 549.3 m² (5,913 ft²) residential lot would be retained with existing dwelling and two sheds.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We would have no concerns, provided the following can be addressed as conditions of approval:

a) That zoning compliance is achieved for the severed and retained lands to the satisfaction of the local municipality;
b) That servicing be provided to the severed parcel to the satisfaction of the local municipality; and
c) That safe driveway access be provided to the severed parcel to the satisfaction of the local municipality.

PLACES TO GROW: The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, “The vast majority of growth will be directed to settlement areas… and will be focused in areas with existing and planned services.”

PROVINCIAL POLICY STATEMENT (PPS): Section 1.1.3 of the Provincial Policy Statement directs growth and development to occur within settlement areas. The proposed lot creation is located within the Harriston Urban Centre and is consistent with the PPS which encourages development in areas with existing servicing and infrastructure.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTAL and is located within the Urban Centre of Harriston. Section 10.6.2, states that new lots may be created in Urban Centres provided that the lands are appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision is not necessary for the creation the proposed lots.

The matters under section 10.3.1 were also considered including l) that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding use.

Regarding item, l) above, the proposal would establish both a severed and retained parcel that would be undersized from the required zone provisions of the R1B zone. The location of the subject property in Harriston can be characterized as a low density residential neighbourhood with dwellings of various sizes and styles and on lots of differing sizes. Further, within the immediate area there are two other zone categories (R1C and R2) with smaller lot requirements then the R1B zone which lends to the varying character of the neighbourhood.

The Official Plan encourages the development of vacant under-utilized properties for residential uses which are compatible with surrounding uses in terms of dwelling types, building form, site coverage and setbacks. The proposal would be for a single detached dwelling that will be required to build in accordance with the applicable setbacks of the R1B zone. The proposed development represents a compatible form of development which is consistent with the varying character of the area and immediate surrounding properties.

WELL HEAD PROTECTION AREA: The subject property is located within a Wellhead Protection Area (WHPA) B, with a Vulnerability Score of 8.

LOCAL ZONING BY-LAW: The subject property is currently zoned R1B. Both the severed and retained parcel will require zoning relief as a result of this application. The relief required is as follows:

Severed Parcel

- Relief for a reduced lot area of 426.8 m², whereas section 10.2.1 requires a minimum lot area of 650 m²,

- Relief for a reduced frontage of 17 m, whereas section 10.2.2 requires a minimum lot area of 20.1 m.

Retained Parcel

- Relief for a reduced lot area of 549 m², whereas section 10.2.1 requires a minimum lot area of 650 m²,
- Relief to recognize the existing shed located in the exterior side yard with no setbacks provided from the rear or exterior side yard, whereas section 6.1.2 b) requires a minimum 1 m setback from lot lines and does not permit an accessory building in the exterior sideyard.

It is our understanding that the applicants will be required to rezone the property to address the resulting deficiencies.

SITE VISIT INFORMATION: The subject property has not yet been visited.

Jameson Pickard

Jameson Pickard, Planner
June 14th, 2017

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

Application	B53/17
Location	Part Lot 33, South of Queen St. TOWN OF MINTO
Applicant/Owner	Corinne Bell

PLANNING OPINION: This application would sever a 426.9 m² (4,594 ft²) residential lot in the Urban Centre of Harriston. A 549.3 m² (5,913 ft²) residential lot would be retained with existing dwelling and two sheds.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We would have no concerns, provided the following can be addressed as conditions of approval:

a) That zoning compliance is achieved for the severed and retained lands to the satisfaction of the local municipality;
b) That servicing be provided to the severed parcel to the satisfaction of the local municipality; and
c) That safe driveway access be provided to the severed parcel to the satisfaction of the local municipality.

PLACES TO GROW: The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, “The vast majority of growth will be directed to settlement areas… and will be focused in areas with existing and planned services.”

PROVINCIAL POLICY STATEMENT (PPS): Section 1.1.3 of the Provincial Policy Statement directs growth and development to occur within settlement areas. The proposed lot creation is located within the Harriston Urban Centre and is consistent with the PPS which encourages development in areas with existing servicing and infrastructure.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTAL and is located within the Urban Centre of Harriston. Section 10.6.2, states that new lots may be created in Urban Centres provided that the lands are appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision is not necessary for the creation the proposed lots.

The matters under section 10.3.1 were also considered including l) that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding use.

Regarding item, l) above, the proposal would establish both a severed and retained parcel that would be undersized from the required zone provisions of the R1B zone. The location of the subject property in Harriston can be characterized as a low density residential neighbourhood with dwellings of various sizes and styles and on lots of differing sizes. Further, within the immediate area there are two other zone categories (R1C and R2) with smaller lot requirements then the R1B zone which lends to the varying character of the neighbourhood.

The Official Plan encourages the development of vacant under-utilized properties for residential uses which are compatible with surrounding uses in terms of dwelling types, building form, site coverage and setbacks. The proposal would be for a single detached dwelling that will be required to build in accordance with the applicable setbacks of the R1B zone. The proposed development represents a compatible form of development which is consistent with the varying character of the area and immediate surrounding properties.

WELL HEAD PROTECTION AREA: The subject property is located within a Wellhead Protection Area (WHPA) B, with a Vulnerability Score of 8.

LOCAL ZONING BY-LAW: The subject property is currently zoned R1B. Both the severed and retained parcel will require zoning relief as a result of this application. The relief required is as follows:

Severed Parcel

- Relief for a reduced lot area of 426.8 m², whereas section 10.2.1 requires a minimum lot area of 650 m²,

- Relief for a reduced frontage of 17 m, whereas section 10.2.2 requires a minimum lot area of 20.1 m.

Retained Parcel

- Relief for a reduced lot area of 549 m², whereas section 10.2.1 requires a minimum lot area of 650 m²,
- Relief to recognize the existing shed located in the exterior side yard with no setbacks provided from the rear or exterior side yard, whereas section 6.1.2 b) requires a minimum 1 m setback from lot lines and does not permit an accessory building in the exterior sideyard.

It is our understanding that the applicants will be required to rezone the property to address the resulting deficiencies.

SITE VISIT INFORMATION: The subject property has not yet been visited.

Jameson Pickard

Jameson Pickard, Planner
June 14th, 2017

Town of Minto

DATE: June 14, 2017

TO: Mayor Bridge and Members of Council

FROM: Stacey Pennington, Building Inspector

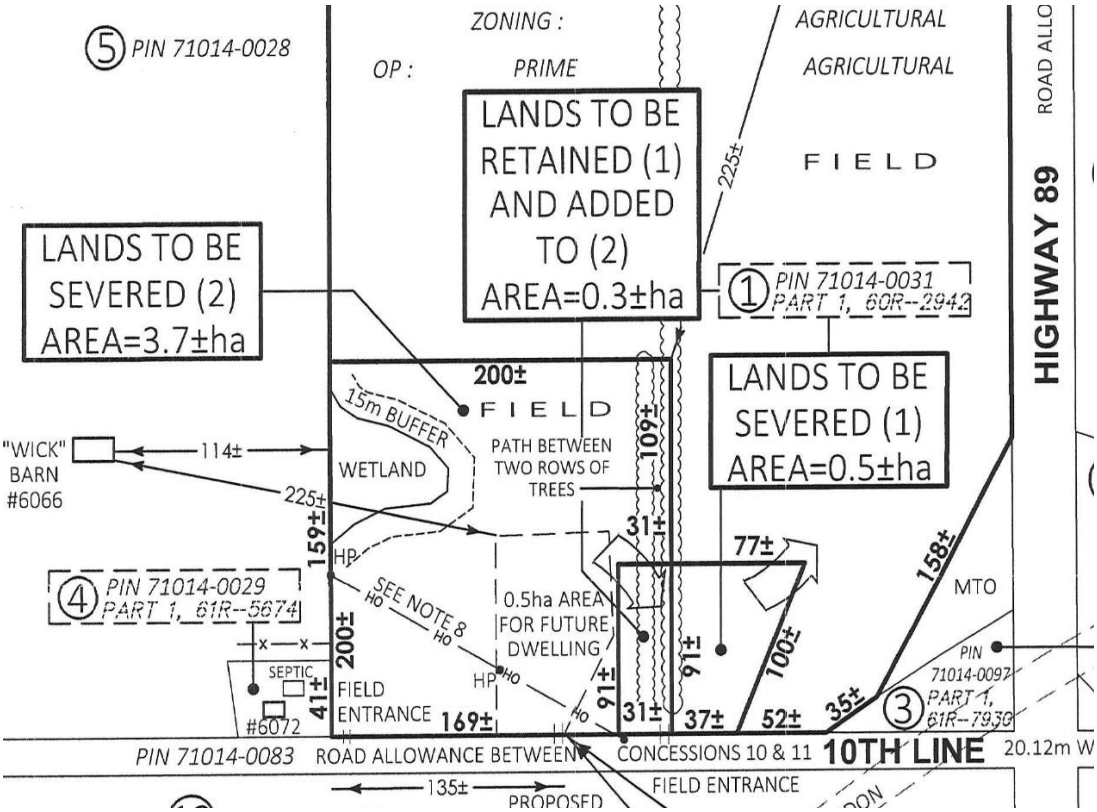
RE: B58/17 B59/17 Cubitt/Vanderkooy Severance
Part Lot 21 Concession 11, Town of Minto

STRATEGIC PLAN

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

BACKGROUND

This consent applications to County Land Division is for lands west of the corner of the 10th Line and Highway 89. The proposal is to construct a single family dwelling with a small scale agricultural use on a lot created by to reconfiguring an existing small rural residential 0.42 ha (1.04 ac) lot, and a larger farm parcel. Below is a portion of the site survey submitted with the application.



The resulting lot is shown on the air photo below. The triangular shaped severed lot would be conveyed for use by the Vanderkooy Farm.

COMMENTS

Town reviewed the application and noted:

- Standard financial conditions including parkland dedication are recommended.
- Prior to the issuance of a building permit, confirmation of the location of any structures (including an on-site sewage system) in relation to the municipal drain is required to ensure compliance with the Town of Minto Zoning By-law Section 6.20.2 Municipal Drain Setbacks.
- A reassessment of the drainage schedule is required. An entrance permit must be obtained prior to construction.
- Standard building permit fees and development charges will be required prior to the issuance of a building permit.

The above issues can be addressed in the Town's standard consent conditions.

RECOMMENDATION

THAT Council recommends Wellington County Land Division Committee approve Severance Applications B58/17 and B59/17, Part Lot 21 Concession 11, Town of Minto subject to the following conditions:

1. That the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
2. That the applicant satisfies the requirements of the Town of Minto in reference to Parkland Dedication as provided for in the Planning Act including where applicable paying cash-in-lieu of parkland in the amount of $500 per lot or other specified in the applicable policy of the Town at the time of consent.
3. That the applicant obtains written confirmation from the Town of Minto Public Works Department that satisfactory access arrangements to the subject lands have been made including payment of applicable fees.
4. That the applicant obtains written confirmation from Town of Minto Public Works that a reassessment to the municipal drain located on the subject property is completed and all structures located properly relative to the municipal drain.
5. That the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.

Stacey Pennington
Building Inspector

ATTACHMENTS County of Wellington Planner, Jameson Pickard

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

Application	B58/17
Location	Part Lot 21, Concession 11 TOWN OF MINTO
Applicant/Owner	Jean Vanderkooy

PLANNING OPINION: This lot line adjustment application would sever a 0.5 ha (1.2 ac) parcel and add it to an adjacent agricultural parcel. This would result in a 35 ha (86 ac) Agricultural parcel with existing barns and dwelling. A 0.3 ha (0.74 ha) vacant parcel would be retained.

Applications B58/17 and B59/17 would result in a 10 ac (4 ha) parcel for agricultural and residential use. Official Plan policies typically require new agricultural lots to be 36 ha (86 ac) but do provide for the consideration of a smaller lots if it can be demonstrated that the farmer intends to conduct a viable agricultural pursuit on the smaller parcel. The applicants have provided a business plan outlining the viability of the proposed garlic farm operation over the next 5 years.

The Committee should be satisfied that there is suitable evidence that the smaller parcel will be viable into the future. If this application is approved, we would request that the following be made conditions of approval:

a) That the purchaser take title to the severed lands in the same manner as they hold their abutting land; and,
b) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.2 states that lot adjustments in prime agricultural areas may be permitted for legal or technical reasons.

Regarding Minimum Distance Separation (MDS) 1, we have been provided with the necessary farm data sheets for the barn on the retained and surrounding livestock facilities and are satisfied that a 0.5 ha building envelop can be achieved on the consolidated parcel in accordance with MDS guideline 41.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. Section 10.3.5 states that lot line adjustments may be permitted for legal or technical reasons, such as easements, corrections of deeds, quit claims, and minor boundary adjustments.

Lot line adjustments may also be permitted where no adverse effect on agriculture will occur where:

- Two abutting farms are merged (merged means the joining of farm parcels under the same ownership) and an existing farm residence is made surplus to the resulting enlarged farm parcel.

- More viable agricultural operations will result;
- An undersized lot is made useable given the requirements for appropriate sewer and water systems.

Lot line adjustments are deemed not to create new lots for the purpose of this plan.

While this application and related application B59/17 are not creating a new lot, together they would be increasing the size of the existing rural residential parcel to 10 ac (4 ha) for a proposed residential and agricultural use (Garlic Farm).

It is therefore appropriate to refer to Section 10.3.2 of the Official Plan, which states new lots for agricultural operations shall be of a size appropriate for the types of agricultural uses common in the area and sufficiently large to maintain flexibility for future changes in the type and size of agricultural operations. New agricultural lots will normally be a minimum of 35 ha (86 ac) in size. Smaller lots may only be considered where there is clear evidence that the farmer intends to conduct an agricultural pursuit which can be successful on a smaller property. The proposed lot is not the typical size, common for agricultural parcels in the Town of Minto. However, the applicants have submitted a business plan and financial overview of their proposed garlic

operation in an attempt to justify its viability as a smaller agricultural parcel. The Committee should be satisfied that the lot can be utilized as a viable farm parcel.

The matters under section 10.1.3 were also considered including j) that natural resources such as agricultural lands and mineral aggregates would not be affected adversely.

WELL HEAD PROTECTION AREA: The subject property is not within a WHPA.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural (A) zone and Natural Environment (NE) zone. In accordance with Section 8.2.1 b) the minimum lot area and frontage requirements for both the severed and retained lands can be met.

SITE VISIT INFORMATION: The subject property has not yet been visited.

Jameson Pickard

Jameson Pickard, Planner
June 14th, 2017

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

Application	B59/17
Location	Part Lot 21, Concession 11 TOWN OF MINTO
Applicant/Owner	John & Jean Vanderkooy

PLANNING OPINION: This application would sever a vacant 3.7 ha agricultural parcel and add it to a vacant rural residential lot. The resulting parcel would be a 4 ha (10 ac) parcel for proposed agricultural and residential use. A 34.9 ha agricultural parcel would be retained with existing dwelling and

Applications B58/17 and B59/17 would result in a 10 ac (4 ha) parcel for agricultural and residential use. Official Plan policies typically require new agricultural lots to be 36 ha (86 ac) but do provide for the consideration of a smaller lots if it can be demonstrated that the farmer intends to conduct a viable agricultural pursuit on the smaller parcel. The applicants have provided a business plan outlining the viability of the proposed garlic farm operation over the next 5 years.

The Committee should be satisfied that there is suitable evidence that the smaller parcel will be viable into the future. If this application is approved, we would request that the following be made conditions of approval:

a) That application B58/17 if granted is dealt with by issuance of certificate of Official before B59/17 is issued for consolidation;
b) That the purchaser take title to the severed lands in the same manner as they hold their abutting land; and,
c) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.2 states that lot adjustments in prime agricultural areas may be permitted for legal or technical reasons.

Regarding Minimum Distance Separation (MDS) 1, we have been provided with the necessary farm data sheets for the barn on the retained and surrounding livestock facilities and are satisfied that a 0.5 ha building envelop can be achieved on the consolidated parcel in accordance with MDS guideline 41.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. Section 10.3.5 states that lot line adjustments may be permitted for legal or technical reasons, such as easements, corrections of deeds, quit claims, and minor boundary adjustments.

Lot line adjustments may also be permitted where no adverse effect on agriculture will occur where:

- Two abutting farms are merged (merged means the joining of farm parcels under the same ownership) and an existing farm residence is made surplus to the resulting enlarged farm parcel.
- More viable agricultural operations will result;
- An undersized lot is made useable given the requirements for appropriate sewer and water systems.

Lot line adjustments are deemed not to create new lots for the purpose of this plan.

While this application and related application B58/17 are not creating a new lot, together they would be increasing the size of the existing rural residential parcel to 10 ac (4 ha) for a proposed residential and agricultural use (Garlic Farm).

It is therefore appropriate to refer to Section 10.3.2 of the Official Plan, which states new lots for agricultural operations shall be of a size appropriate for the types of agricultural uses common in the area and sufficiently large to maintain flexibility for future changes in the type and size of agricultural operations. New agricultural lots will normally be a minimum of 35 ha (86 ac) in size. Smaller lots may only be considered where there is clear evidence that the farmer intends to

conduct an agricultural pursuit which can be successful on a smaller property. The proposed lot is not the typical size, which is common for agricultural parcels in the Town of Minto. However, the applicants have submitted a business plan and financial overview of their proposed garlic operation in an attempt to justify its viability as a smaller agricultural parcel. The Committee should be satisfied that the lot can be utilized as a viable farm parcel.

The matters under section 10.1.3 were also considered including j) that natural resources such as agricultural lands and mineral aggregates would not be affected adversely.

WELL HEAD PROTECTION AREA: The subject property is not within a WHPA.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural (A) zone and Natural Environment (NE) zone. In accordance with Section 8.2.1 b) the minimum lot area and frontage requirements for both the severed and retained lands can be met.

SITE VISIT INFORMATION: The subject property has not yet been visited.

Jameson Pickard

Jameson Pickard, Planner
June 14th, 2017

Town of Minto

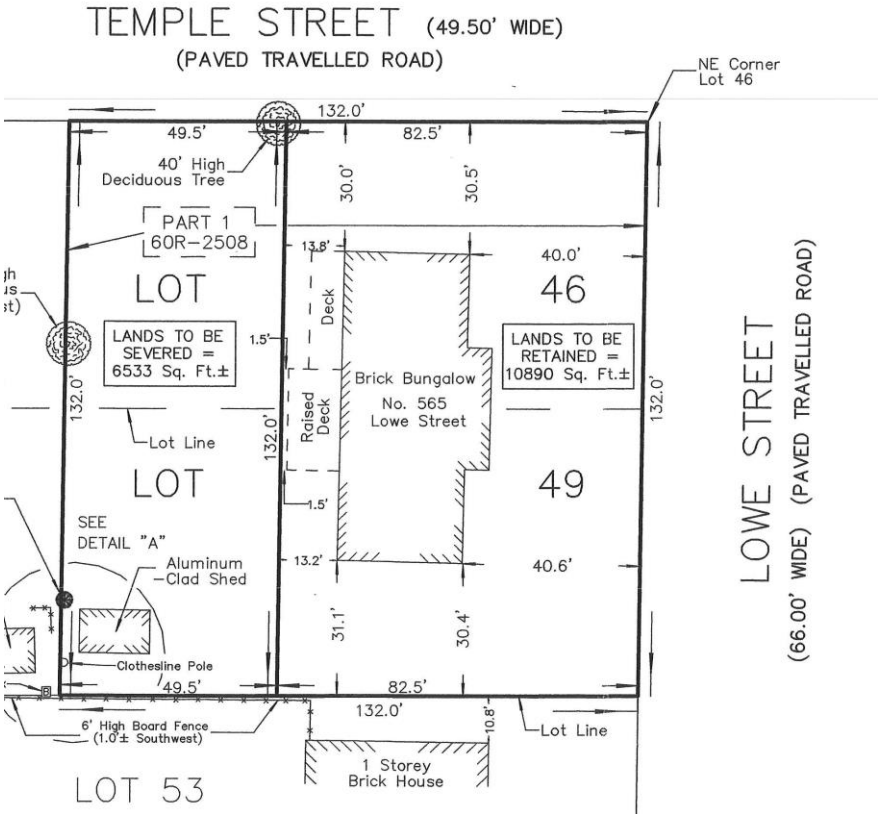
DATE: June 14, 2017
TO: Mayor Bridge and Members of Council
FROM: Stacey Pennington, Building Inspector
RE: B51/17- Fred and Cheryl Donkersgoed Severance
565 Lowe Street, Palmerston

STRATEGIC PLAN

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

BACKGROUND

This consent application to create a residential lot is for property located at 565 Lowe Street, Palmerston. An existing single family dwelling is located on the retained portion of the property. This property is zoned R2 medium density residential. Below is a portion of the site survey submitted with the application.



COMMENT

Town of Minto staff reviewed the application and noted the following issues.

Clerks

Standard financial conditions including parkland dedication are recommended.

Public Works

Currently the severed parcel has access to an existing sewer main on Temple Street, but the closest water main is on the east side of Lowe Street. This will require arrangements be made to extend the watermain, at the applicant's cost, 40 metres westerly along Temple Street to the frontage of the severed lot. Standard conditions in relation to servicing and frontage fees are recommended. An entrance permit must be obtained prior to construction.

Building

Standard building permit fees and development charges will be required prior to the issuance of a building permit.

All of the above issues can be addressed through the Town's standard conditions for consent applications.

RECOMMENDATION

THAT the Council recommends County of Wellington Land Division Committee approve Severance Application B51/17, 565 Lowe Street, Former Town of Palmerston, Town of Minto that the following conditions be considered:

1. That the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
2. That the applicant satisfies the requirements of the Town of Minto in reference to Parkland Dedication as provided for in the Planning Act including where applicable paying cash-in-lieu of parkland in the amount of $500 per lot or other specified in the applicable policy of the Town at the time of consent.
3. That the applicant provide proof of payment from the Town of Minto that outstanding frontage charges for water, sanitary sewer, and or storm sewer where applicable and required by the Town for the severed lot(s) at the rate established by policy in place at the time of payment of the frontage charge (for reference only and subject to change, the rate applicable at the time of this decision is $221.00 per metre lot frontage), and that the applicant is also advised this does not include paying the cost of extending the watermain along Temple Street westerly to the severed lot, or any lateral connections to any service which shall be payable to the Town at time of connection.
4. That the applicant obtains written confirmation from the Town of Minto Public Works Department that satisfactory access arrangements to the severed and retained lot have been made including payment of applicable fees.
5. That the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.

Stacey Pennington
Building Inspector

ATTACHMENTS County of Wellington Planner, Jameson Pickard

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

Application	B51/17
Location	Part Lots 46 & 49, Grain's Survey TOWN OF MINTO
Applicant/Owner	Fred & Cheryl Donkergoed

PLANNING OPINION: This application would sever a 6,533 ft² (607 m²) residential lot in the Urban Centre of Palmerston. A 10,890 ft² (1,011 m²) parcel would be retained with existing residential dwelling.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We would have no concerns, provided the following can be addressed as conditions of approval:

a) That the shed on the severed parcel is removed or zoning relief is obtained to the satisfaction of the local municipality;
b) That servicing can be provided to the site to the satisfaction of the local municipality; and
c) That safe driveway access can be provided to the satisfaction of the local municipality.

PLACES TO GROW: The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, "The vast majority of growth will be directed to settlement areas… and will be focused in areas with existing and planned services."

PROVINCIAL POLICY STATEMENT (PPS): Section 1.1.3 of the Provincial Policy Statement directs growth and development to occur within settlement areas. The proposed lot creation is located within the Palmerston Urban Centre and is consistent with the PPS which encourages development in areas with existing servicing and infrastructure.

WELLINGTON COUNTY OFFICIAL PLAN: The Subject Property is Designated URBAN CENTRE and is located in the Urban Centre of Palmerston. Section 10.6.2, states that new lots may be created in Urban Centres provided that the lands are appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision is not necessary for the creation the proposed lots.

The matters under section 10.1.3 were also considered including l) that the proposed lots and uses are compatible with and designed to minimize adverse impacts.

WELL HEAD PROTECTION AREA: The subject property is located within a Wellhead Protection Area (WHPA) B, with a vulnerability score of 6.

LOCAL ZONING BY-LAW: The subject property is currently zoned Residential (R2) Zone. It appears that both the severed and retained lands can meet the minimum lot area and frontage requirements for a single detached dwelling. The shed on the severed parcel would need to be removed or zoning relief obtained to allow it to remain prior to the principal use being established on the severed lands.

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

SITE VISIT INFORMATION: The subject property has not yet been visited.

Jameson Pickard

Jameson Pickard, Planner
June 14th, 2017

TOWN OF MINTO

DATE: June 15, 2017
TO: Mayor and Council
FROM: Stacey Pennington, Building Inspector
SUBJECT: Site Plan Approval, JP Horrigan, 121 Frank Lambier Court, Palmerston

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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

Trevor Reading of John Ernewein Limited has applied on behalf of Jim Horrigan, owner/operator of JP Horrigan for site plan approval at 121 Frank Lambier Court. The proposal is to build a 560.3 sq m (6,032 s ft) industrial building constructed with 3 separate units. Clerks, Building and Public Works staff along with Triton Engineering met to review the site plan submitted with a preliminary proposal of the project.

The site plan shown in Appendix "A" outlines the following development details:

- The proposed 560.3 sq m (6,032 s ft) building
- A new loading space with proposed retaining wall, and catch basin draining to the Frank Lambier Court roadside ditch
- A new proposed gravel parking lot with 3 parking spaces to the east of the gravel area
- Site grading is shown with surface drainage to Frank Lambier Court
- Proposed water and sewer service locations complete with existing valves at the property line

In general, staff there is insufficient detail to approve the site plan unless there are conditions that require more detail for approval by Town staff. Among the information needed are final building elevations relative to the road and drainage easement to the north of the lot. Finished floor elevation needs to be set to ensure proper drainage from the building and perimeter site grades set to match the adjoining lands.

This has been communicated to the developer who is preparing a revised plan using elevations supplied by Triton Engineering for Frank Lambier Court and the rear drainage course. They have engaged and engineer to update the drawings to meet the Town's Municipal Servicing and Design Standard. The drawing should be available to Council prior to the meeting with staff and Triton authorized to review for inclusion in the final site plan agreement.

Based on the drawings submitted, Staff and Triton offer the following comments:

Building
The Proposed site complies with the Zoning including building setback, lot coverage parking and other applicable zoning requirements.

Public Works
The current site is serviced from Frank Lambier Court. Sewer and water requirements for the proposed use will be confirmed with the applicant's engineer including the size, location and elevation of the private sewage line and proposed water connection.

The entrance to Frank Lambier Court needs to be defined in detail with some private boulevard area for landscaping between the parking lot and adjacent Town lands. Depending on design the Town may request an easement for ditch maintenance to ensure access to the section of the road maintained by the Town. In addition confirmation of the elevations and connection of the catch basin for the loading dock will be confirmed as well as the treatment of the outlet into the adjacent drainage course.

The applicant will include new geodetic elevations in relation to the neighbouring property and the road. This updated drainage plan will be reviewed to ensure compatibility with ongoing development.

Clerks
The proposal should include partial paving of the front parking area to the South and East of the building and of the current loading dock, or an alternative proposal as agreed upon by the applicant and the Town. Landscaping is recommended including some tree planting on the private boulevard area if possible, on the rear portion of the property or along the lot boundaries. This is required by the Town's tree planting policy approved in 2016.
Garbage Storage should be identified.

Upon resubmission, Staff along with Triton Engineering will reassess the submission and address any further identified concerns.

FINANCIAL CONSIDERATIONS

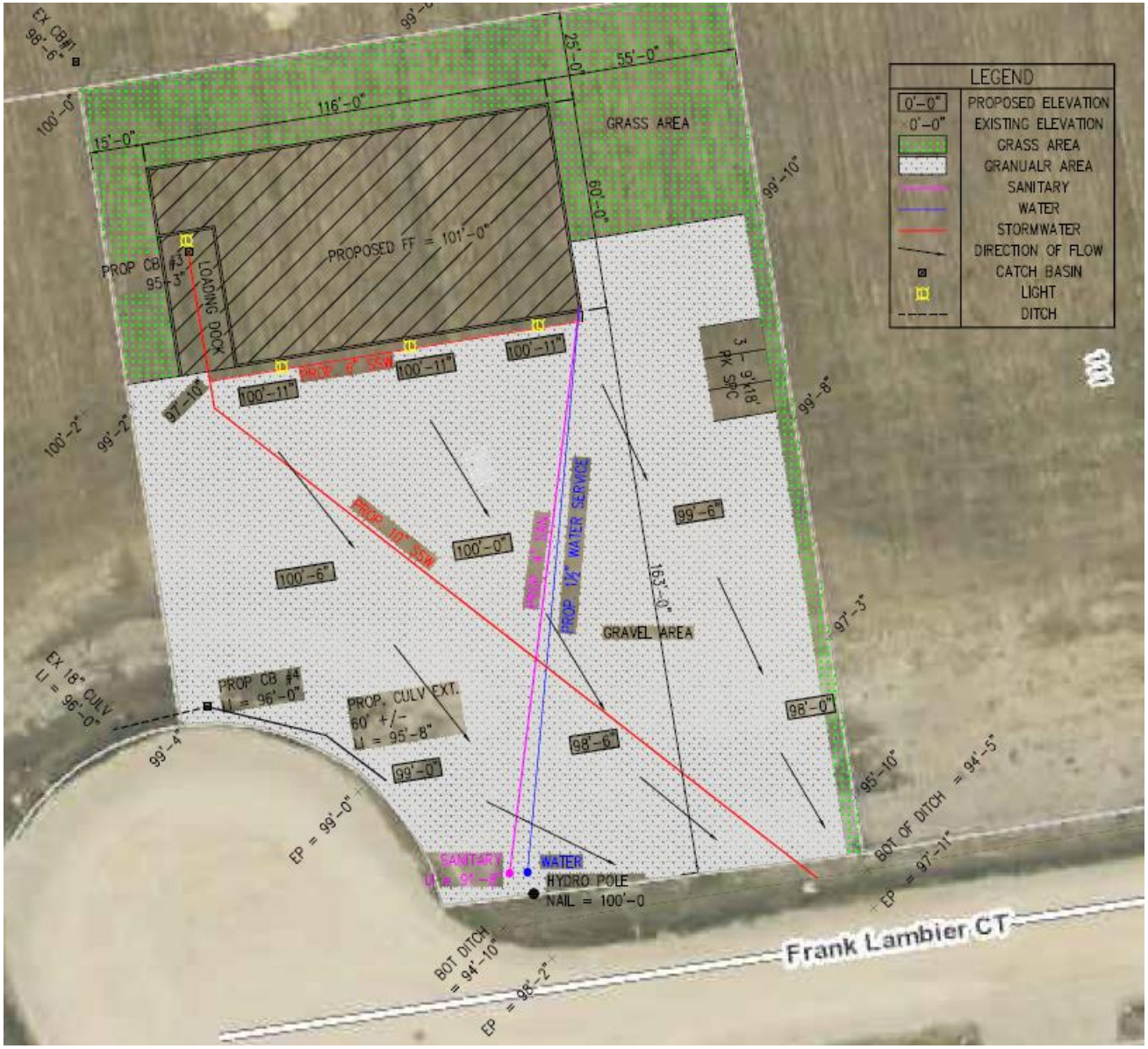
The applicant has submitted the standard Site Plan Approval Fee and Deposit of $3,600.

RECOMMENDATION:

In consideration of the report from the Building Inspector dated June 16, 2017, Council receives the report for information and approves the submitted draft site plan, prepared by Trevor Reading, John Ernewein Ltd. submitted June 6, 2017 subject to the execution of a site plan agreement with the Town requiring, among other matters, confirmation of the water and sanitary sewer connections, site grading, drainage and paving details, final landscaping and garbage storage, and any other issues as staff see appropriate upon resubmission of the site plan proposal.

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


LEGEND
0'-0" PROPOSED ELEVATION
0'-0" EXISTING ELEVATION
GRASS AREA
GRANUALR AREA
SANITARY
WATER
STORMWATER
DIRECTION OF FLOW
CATCH BASIN
LIGHT
DITCH
GRASS AREA
PROPOSED FF = 101'-0"
116'-0"
55'-0"
25'-0"
60'-0"
15'-0"
LOADING DOCK
PROP CB #3
PROP 8" SSW
PROP 10" SSW
PROP 1" SANI
PROP 1½" WATER SERVICE
GRAVEL AREA
163'-0"
3 - 9'x18' PK SPC
PROP CB #4
LI = 96'-0"
PROP. CULV EXT.
60' +/-
LI = 95'-8"
EX 18" CULV
LI = 96'-0"
EX CB#1
98'-6"
SANITARY
WATER
HYDRO POLE
NAIL = 100'-0
EP = 99'-0"
BOT DITCH = 94'-10"
EP = 98'-2"
BOT OF DITCH = 94'-5"
EP = 97'-11"
Frank Lambier CT

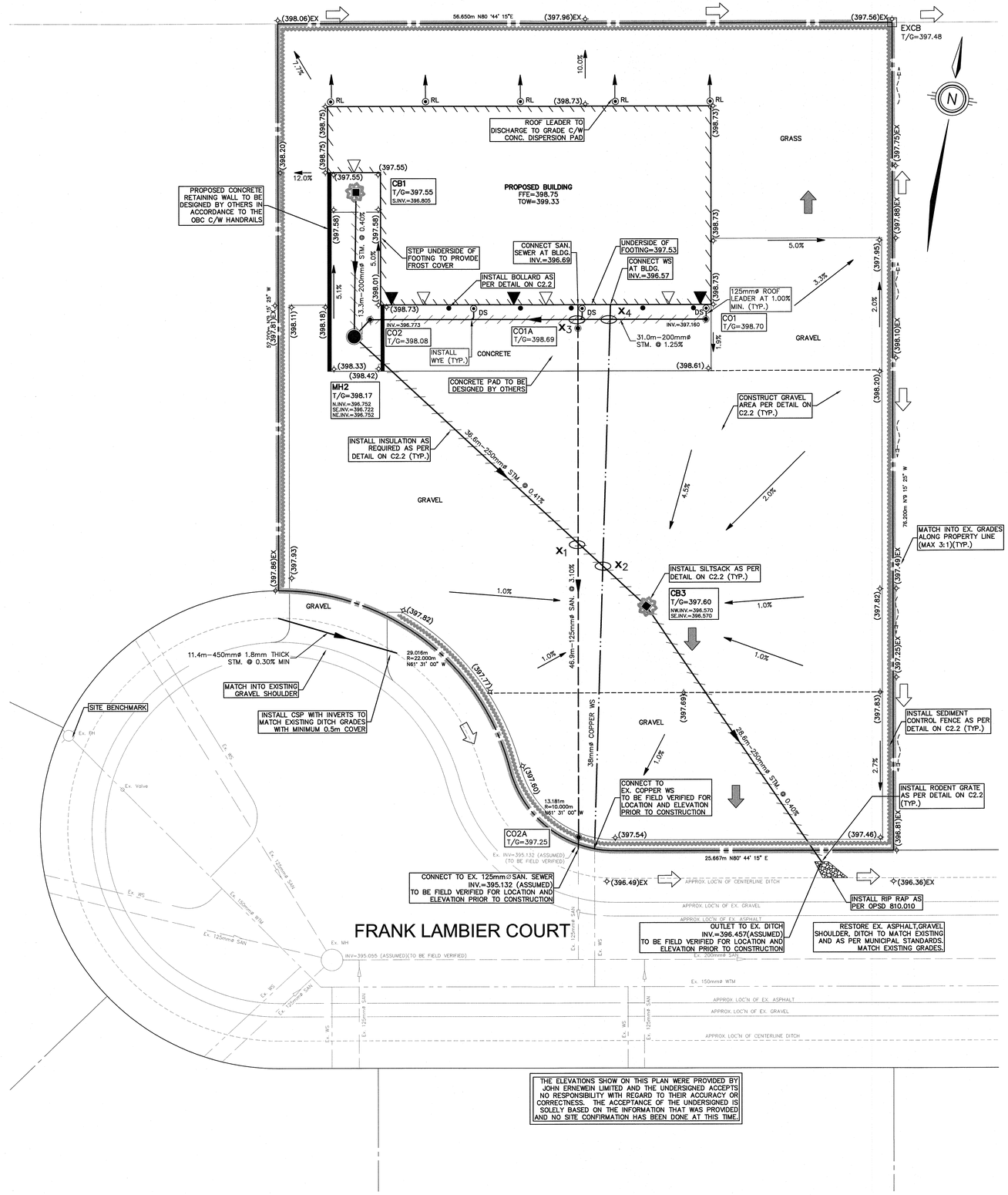
MTE FILE No: 42914-200-C2.1
SITE SERVICING AND GRADING PLAN
P:\P\42914\200\42914-200-C2

LEGEND OF EXISTING FEATURES

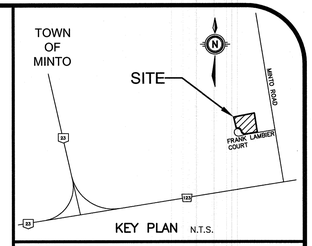
- SITE BOUNDARY
- EXISTING SPOT ELEVATIONS/CONTOURS (+398.23, 326.00)
- EXISTING SANITARY SEWER (Ex. 300mmø SAN, Ex. MH)
- EXISTING WATERMAIN (Ex. 200mmø WTM, Ex. HYD. SET)

LEGEND OF PROPOSED FEATURES

- PROPOSED SPOT ELEVATIONS (+(326.00), T/G=326.00, FFE=326.00); EX =MAINTAIN EXISTING; T/G =TOP OF CASTING/GRATE; INV =INVERT ELEVATION; FFE =FINISHED FLOOR ELEVATION
- DIRECTION OF DRAINAGE/SWALE (1.0%, 1.0%)
- DRAINAGE SPLIT (RIDGE)
- EMBANKMENT (SLOPE AS NOTED) (TOP, 3:1, BOTTOM)
- SANITARY SEWER (MH, 14.6m–200mmø SAN @ 1.5%)
- STORM SEWER (MH, 21.3m–300mmø STM @ 1.3%)
- WATERMAIN (200mmø WTM, HYD. SET, V., TEE)
- SEWER CROSSING (REFER TO CROSSING CHART) (X_1)
- SHALLOW PIPE INSULATION (SEE DETAIL)
- PROPOSED BUILDING
- OVERHEAD DOOR
- MAN DOOR
- FENCE
- RETAINING WALL
- PROPOSED DOWNSPOUT (DS)
- PROPOSED ROOF LEADER (RL)
- OVERLAND FLOW ROUTE (MAJOR STORM)
- EXISTING OVERLAND FLOW ROUTE (MAJOR STORM)
- SEDIMENT CONTROL FENCE (SEE DETAIL)
- SILT SACK (SEE DETAIL)



THE ELEVATIONS SHOW ON THIS PLAN WERE PROVIDED BY JOHN ERNEWEIN LIMITED AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY WITH REGARD TO THEIR ACCURACY OR CORRECTNESS. THE ACCEPTANCE OF THE UNDERSIGNED IS SOLELY BASED ON THE INFORMATION THAT WAS PROVIDED AND NO SITE CONFIRMATION HAS BEEN DONE AT THIS TIME.



GEODETIC BM ELEV. = m

SITE BENCHMARK ELEV. = 398.62m
EXISTING TOP OF FIRE HYDRANT AS LOCATED ON MTE DRAWING C2.1

NOTE TO CONTRACTOR :

DO NOT SCALE DRAWINGS.

CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.

THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

- X_1 *CAUTION*: CROSSING STM INV=396.61 SAN OBV=396.31
- X_2 *CAUTION*: CROSSING MAINTAIN MIN 0.5m VERTICAL CLEARANCE BETWEEN STM. & WTM.
- X_3 *CAUTION*: CROSSING STM INV=396.98 SAN OBV=396.78
- X_4 *CAUTION*: CROSSING MAINTAIN MIN 0.5m VERTICAL CLEARANCE BETWEEN STM. & WTM.

No.	REVISION	BY	DATE
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1.	ISSUED FOR APPROVAL	MXW	JUN.16.2017

MTE
Engineers |Scientists |Surveyors
(519) 271-7952 www.mte85.com

CERTIFIED ENGINEERING TECHNOLOGIST OACETT ONTARIO NICHOLAS PRIMOSIGH No 862593 June 16, 2017

LICENSED PROFESSIONAL ENGINEER M. E. WILSON 100136472 JUN 16 17 PROVINCE OF ONTARIO

CLIENT
JOHN ERNEWEIN LIMITED
121 FRANK LAMBIER COURT MINTO, ONTARIO

PROJECT
J. HORRIGAN CIVIL WORKS
121 FRANK LAMBIER COURT MINTO, ONTARIO

DRAWING
SITE SERVICING AND GRADING PLAN

Project Manager M. WILSON	Project No. 42914-200
Design By BGV	Checked By MXW
Drawn By BGV	Checked By NNP
Surveyed By	Drawing No. C2.1
Date Jun.15/17	
Scale 1:200	Sheet 1 of 2

June 16, 2017 – 3:13 p.m. – Plotted By: nprelsichos

42914-200-C2.2
CONSTRUCTION NOTES & DETAILS PLAN
MTE FILE No: P:\PA\42914\200\42914-200-C2

CONSTRUCTION NOTES AND SPECIFICATIONS

1. GENERAL

1.1. THESE PLANS NOT FOR CONSTRUCTION UNTIL SIGNED AND SEALED BY ENGINEER AND APPROVED BY THE LOCAL MUNICIPALITY.

1.2. THESE PLANS ARE TO BE USED FOR SERVICING AND GRADING ONLY; ANY OTHER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. THESE PLANS MUST NOT BE USED TO SITE THE PROPOSED BUILDING.

1.3. NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE DESIGN ENGINEER.

1.4. THESE PLANS ARE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF MTE CONSULTANTS INC.

1.5. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST:

1.5.1. CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS WHICH INCLUDES BUT IS NOT LIMITED TO THE BENCHMARK ELEVATIONS, EXISTING SERVICE CONNECTIONS AND EXISTING INVERTS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING.

1.5.2. OBTAIN ALL UTILITY LOCATES AND REQUIRED PERMITS AND LICENSES.

1.5.3. VERIFY THAT THE FINISHED FLOOR ELEVATIONS AND BASEMENT FLOOR ELEVATIONS (WHICH MAY APPEAR ON THIS PLAN) COMPLY WITH THE FINAL ARCHITECTURAL DRAWINGS.

1.5.4. CONFIRM ALL DRAWINGS USED FOR CONSTRUCTION ARE OF THE MOST RECENT REVISION.

1.6. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO EXISTING WORKS.

1.7. ALL UNDERGROUND SERVICES ARE TO BE CONSTRUCTED IN FULL COMPLIANCE WITH THE ONTARIO PROVINCIAL BUILDING CODE (PART 7, PLUMBING), THE ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS) AND IN COMPLIANCE WITH LOCAL APPLICABLE CODES AND REGULATIONS; WHICH CODES AND REGULATIONS SHALL SUPERSEDE ALL OTHERS.

1.8. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ENGINEER 48 HRS PRIOR TO COMMENCING WORK TO ARRANGE FOR INSPECTION. ENGINEER TO DETERMINE DEGREE OF INSPECTION AND TESTING REQUIRED FOR CERTIFICATION OF UNDERGROUND SERVICE INSTALLATION AS MANDATED BY ONTARIO BUILDING CODE, DIVISION C, PART 1, SECTION 1.2.2, GENERAL REVIEW. FAILURE TO NOTIFY ENGINEER WILL RESULT IN EXTENSIVE POST CONSTRUCTION INSPECTION AT CONTRACTORS EXPENSE.

1.9. PLAN TO BE READ IN CONJUNCTION WITH MTE DRAWING C2.1.

1.10. LEGAL INFORMATION TAKEN FROM PLAN PREPARED BY J. DON MACMILLAN LIMITED, DATED AUGUST 6, 2014.

1.11. EXISTING TOPOGRAPHIC INFORMATION TAKEN FROM PLAN PREPARED BY JOHN ERNEWEIN LIMITED. MTE ASSUMES THAT ALL TOPOGRAPHICAL INFORMATION IS AN ACCURATE REPRESENTATION OF CURRENT CONDITIONS

1.12. RETAINING WALLS TO BE DESIGNED BY OTHERS. FOR WALLS EXCEEDING 1.0m IN HEIGHT, SHOP DRAWINGS MUST BE SUBMITTED FOR REVIEW AND APPROVAL AND BUILDING PERMIT MUST BE OBTAINED. WALLS OVER 0.6m IN HEIGHT REQUIRE GUARDS. HIGH SIDE OF RETAINING WALLS TO BE BACKFILLED WITH FREE DRAINING MATERIAL.

1.13. SITE SERVICING CONTRACTOR TO TERMINATE ALL SERVICES 1.0 METER FROM FOUNDATION WALL.

1.14. FILTER FABRIC TO BE TERRAFIX 270R OR APPROVED EQUIVALENT.

1.15. MAXIMUM GRASSED SLOPE TO BE 3:1. SLOPES GREATER THAN 3:1 TO BE LANDSCAPED WITH LOW MAINTENANCE GROUND COVER.

1.16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC AND SAFETY MEASURES DURING THE CONSTRUCTION PERIOD INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNALS, DELINEATORS, MARKERS, AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO THE STANDARDS OF THE LOCAL MUNICIPALITY AND THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

1.17. THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

1.18. CONTRACTOR TO MAINTAIN A 'CONFINED TRENCH CONDITION' IN ALL SEWER AND SERVICE TRENCHES.

1.19. FOLLOWING COMPLETION OF PROPOSED WORKS AND PRIOR TO OCCUPANCY INSPECTION, ALL STORM AND SANITARY SEWERS ARE TO BE FLUSHED, AND ALL CATCHBASIN AND CATCHBASIN MANHOLE SUMPS ARE TO BE CLEANED OF DEBRIS AND SILT.

2. STORM SEWERS

2.1. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030, 802.031, OR 802.032. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. BEDDING MATERIAL AND COVER MATERIAL TO BE GRAN. "A".TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

2.2. STORM SEWERS, 150mm AND SMALLER, SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR28 ASTM-D3034 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.

2.3. STORM SEWERS 200mm TO 375mm SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR35 ASTM-D3034 OR RIBBED PVC SEWER PIPE CSA B182.4-M90 ASTM-F794 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS. RIBBED PVC NOT TO BE USED WITHIN RIGHT-OF-WAY.

2.4. MANHOLES AND MANHOLE CATCHBASINS TO BE 1200mm DIAMETER PRECAST WITH ALUMINIUM STEPS AT 300mm CENTRES AS PER OPSD 701.010 UNLESS OTHERWISE SPECIFIED.

2.5. MANHOLES TO BE BENCHED PER OPSD 701.021.

2.6. CATCHBASINS TO BE 600mm SQUARE PRECAST AS PER OPSD 705.010.

2.7. CATCHBASIN MANHOLES AND CATCHBASINS TO HAVE A MINIMUM 600mm DEEP SUMP.

2.8. MANHOLE AND CATCHBASIN, FRAMES, GRATES, CASTINGS AND LIDS TO BE QUALITY GREY IRON ASTM A48 CLASS 30B.

2.9. STORM MANHOLE LIDS TO BE PER OPSD 401.010 – TYPE 'B' CATCHBASIN AND CATCHBASIN MANHOLE GRATES TO BE PER OPSD 400.100.

2.10. STORM SEWERS AND SERVICES TO HAVE MINIMUM 1.4m COVER TO TOP OF PIPE. WHERE COVER TO TOP OF PIPE IS DEFICIENT, CONTRACTOR SHALL CONTACT DESIGN ENGINEER FOR "SEWER PIPE INSULATION DETAIL".

2.11. UNDER NO CIRCUMSTANCES SHALL THE BUILDING FOUNDATION DRAINS BE CONNECTED DIRECTLY TO THE STORM SEWER SYSTEM.

3. SANITARY SEWERS

3.1. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. BEDDING MATERIAL AND COVER MATERIAL TO BE GRAN. "A". TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% SPMDD.

3.2. SANITARY SEWERS 150mm AND SMALLER SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR28 ASTM-D3034 WITH INTEGRAL BELL AND SPIGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.

3.3. SANITARY SEWERS AND SERVICES TO HAVE MINIMUM 1.4m COVER TO TOP OF PIPE. WHERE COVER TO TOP OF PIPE IS DEFICIENT, CONTRACTOR SHALL CONTACT DESIGN ENGINEER FOR "SEWER PIPE INSULATION DETAIL".

3.4. CONTRACTOR RESPONSIBLE FOR TESTING OF SANITARY SEWERS IN ACCORDANCE WITH OPSS 410.

4. WATERMAINS

4.1. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. BEDDING MATERIAL AND COVER MATERIAL TO BE GRAN. "A". TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% SPMDD.

4.2. WATER SERVICE CONNECTIONS 50mm AND SMALLER, SHALL BE TYPE "K" SOFT COPPER ASTM B88, ALUMINIUM COMPOSITE CSA B137.10, OR HDPE SERIES 160 AWWA C901 WITH SERVICE SADDLE. COPPER SERVICE SHALL HAVE 5.5Kg ANODE.

4.3. ALL METALLIC FITTINGS (EXCLUDING CURB/MAIN STOP AND BRASS FITTINGS) AND APPURTENANCES INCLUDING SADDLES, VALVES, TEES, BENDS ETC ARE TO BE WRAPPED WITH AN APPROVED PETROLATUM SYSTEM CONSISTING OF PASTE, MASTIC AND TAPE. PARTICULAR ATTENTION SHALL BE PAID TO ANODE INSTALLATION. CONTRACTOR TO REFER TO THE MOST RECENT EDITION OF AREA MUNICIPALITIES DESIGN GUIDELINES AND SUPPLEMENTAL SPECIFICATIONS FOR MUNICIPAL SERVICES FOR WRAPPING DETAILS.

4.4. PVC WATERMAIN SHALL HAVE TWU STRANDED COPPER, AWG8 TRACER WIRE STRAPPED TO TOP AT 5 METRE INTERVALS. TRACER WIRE SHALL BE BROUGHT TO THE SURFACE AT ALL HYDRANTS AND CAD WELDED TO THE LOWER FLANGE OF THE HYDRANT.

4.5. WATER CONNECTIONS MAYBE PLACED IN THE SAME TRENCH WITH A STORM OR SANITARY CONNECTION ONLY IF A MINIMUM VERTICAL SEPARATION OF 500mm IS MAINTAINED BETWEEN THE WATER SERVICE AND ANY OTHER PIPE, IN ACCORDANCE WITH SECTION 7.3.5.7.(2)(a)(i) OF THE ONTARIO BUILDING CODE

4.6. ALL WATERMAINS AND SERVICES TO HAVE MINIMUM 2.0m COVER ON TOP OF PIPE. WHERE COVER TO TOP OF PIPE IS DEFICIENT, CONTRACTOR SHALL CONTACT DESIGN ENGINEER FOR "WATER PIPE INSULATION DETAIL".

4.7. LOCAL MUNICIPALITY TO SUPPLY WATER METER. CONTRACTOR TO INSTALL CHAMBER, METER, ALL VALVES, PIPING AND REMOTE METER READOUT AT LOCATION ON BUILDING EXTERIOR ACCEPTABLE TO MUNICIPALITY.

5. EROSION AND SEDIMENT CONTROL

5.1. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND VEGETATIVE COVER IS ESTABLISHED.

5.2. ALL SILT FENCING TO BE INSTALLED PRIOR TO ANY AREA GRADING, EXCAVATING OR DEMOLITION COMMENCING.

5.3. EROSION CONTROL FENCING TO BE INSTALLED AROUND BASE OF ALL STOCKPILES.

5.4. EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MHs AND CBs.

5.5. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. CONTRACTOR TO PROVIDE ALL ADDITIONAL EROSION CONTROL STRUCTURES.

5.6. EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN RESTABILIZED.

5.7. NO ALTERNATE METHODS OF EROSION PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY THE ENGINEER AND THE DEPARTMENT OF PUBLIC WORKS.

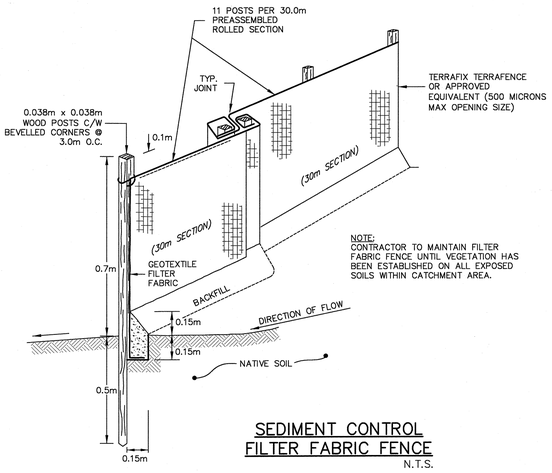
5.8. CONTRACTOR TO CLEAN ROADWAY AND SIDEWALKS OF SEDIMENTS RESULTING FROM CONSTRUCTION TRAFFIC FROM THE SITE EACH DAY.

5.9. CONTRACTOR MUST REMOVE EROSION AND SEDIMENTATION FENCING PRIOR TO COMPLETION OF PROJECT. CONTRACTOR TO HAVE EROSION AND SEDIMENTATION FENCE INSPECTED WHEN VEGETATION HAS ESTABLISHED, BUT PRIOR TO FENCE BECOMING OVERGROWN. ENGINEER'S REPRESENTATIVE TO DETERMINE IF VEGETATION HAS REACHED THE CRITICAL POINT AND WILL THEN INSTRUCT CONTRACTOR TO REMOVE FENCE.

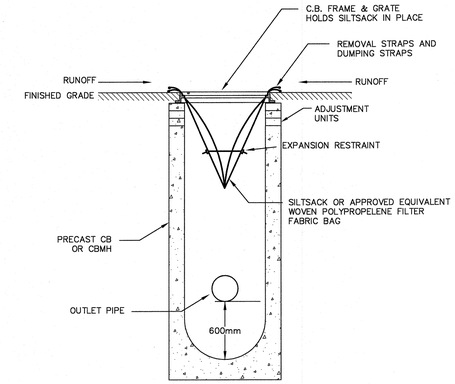
6. MAINTENANCE RECOMMENDATIONS

6.1. EROSION CONTROL STRUCTURES TO BE MONITORED REGULARLY AND ANY DAMAGE REPAIRED IMMEDIATELY. SEDIMENTS TO BE REMOVED WHEN ACCUMULATIONS REACH A MAXIMUM OF 1/3 THE HEIGHT OF THE FENCE.

6.2. OWNER'S REPRESENTATIVE TO MONITOR EROSION CONTROL STRUCTURES TO ENSURE FENCING IS INSTALLED AND MAINTENANCE IS PERFORMED TO CITY REQUIREMENTS.



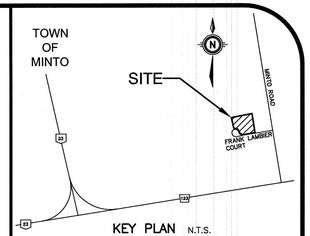
SEDIMENT CONTROL FILTER FABRIC FENCE
N.T.S.



MAINTENANCE SCHEDULE

–INSPECT AFTER EVERY MAJOR RAIN EVENT.
–INSPECT EVERY 3 WEEKS MINIMUM.
–SILTSACK SHOULD NEVER BE OVER HALF FULL.
–FULL BAG CAN BE REMOVED, DUMPED, CLEANED AND REUSED (TO REMOVE INSERT 25mm REBAR INTO REMOVAL FLAP POCKETS) (TO DUMP INSERT 25mm REBAR INTO BOTH DUMPING STRAPS)

TEMPORARY SILTSACK SILTATION CONTROL IN CB
N.T.S.



KEY PLAN N.T.S.

GEODETIC BM ELEV. = m

SITE BENCHMARK ELEV. = 398.62m
EXISTING TOP OF FIRE HYDRANT AS LOCATED ON MTE DRAWING C2.1

NOTE TO CONTRACTOR :

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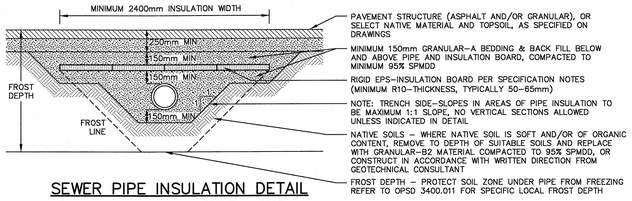
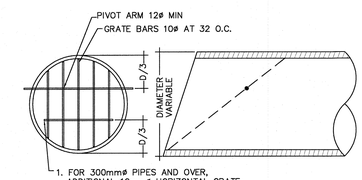
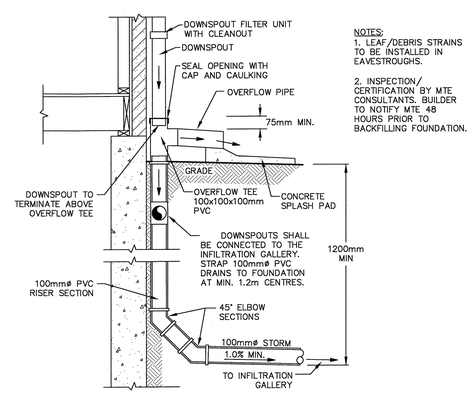


SEWER PIPE INSULATION DETAIL
FOR SEWER PIPES HAVING LESS THAN 1400mm COVER AND MINIMUM 615mm COVER
N.T.S.



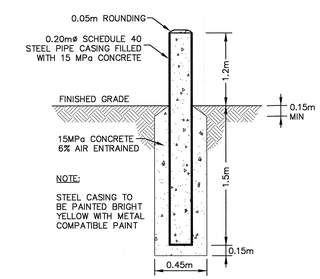
1. FOR 300mmø PIPES AND OVER, ADDITIONAL 12mmø HORIZONTAL GRATE BAR TO BE PLACED IN THIS LOCATION.
2. FOR PIPES LESS THAN 300mmø, NO HORIZONTAL GRATE BARS REQUIRED.
3. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE STATED.
4. ALL MATERIALS TO BE DOUBLE HOT DIPPED GALVANIZED.

RODENT GRATE DETAIL
NTS



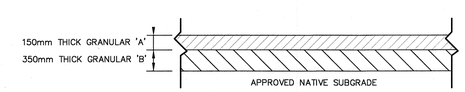
NOTES:
1. LEAF/DEBRIS STRAINS TO BE INSTALLED IN EAVESTROUGHS.
2. INSPECTION/ CERTIFICATION BY MTE CONSULTANTS. BUILDER TO NOTIFY MTE 48 HOURS PRIOR TO BACKFILLING FOUNDATION.

DOWNSPOUT RISER DETAIL–BY BUILDER
N.T.S.



NOTE:
STEEL CASING TO BE PAINTED BRIGHT YELLOW WITH METAL COMPATIBLE PAINT

BOLLARD DETAIL
N.T.S.



PROPOSED GRAVEL STRUCTURE
N.T.S.

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1.	ISSUED FOR APPROVAL	MXW	JUN.16.2017

MTE
Engineers |Scientists |Surveyors
(519) 271-7952 www.mte85.com

CERTIFIED ENGINEERING TECHNOLOGIST OACETT ONTARIO NICHOLAS PREIKSCHAS No 862583

LICENSED PROFESSIONAL ENGINEER M.E. WILSON 100135472 PROVINCE OF ONTARIO

CLIENT
JOHN ERNEWEIN LIMITED
121 FRANK LAMBIER COURT MINTO, ONTARIO

PROJECT
J. HORRIGAN CIVIL WORKS
121 FRANK LAMBIER COURT MINTO, ONTARIO

DRAWING
CONSTRUCTION NOTES & DETAILS PLAN

Project Manager M. WILSON	Project No. 42914-200
Design By BGV	Checked By MXW
Drawn By BGV	Checked By NNP
Surveyed By	Drawing No. C2.2
Date Jun.15/17	
Scale NTS	Sheet 2 of 2

June 16, 2017 – 3:13 p.m. – Plotted By: npreikschas

THIS AGREEMENT MADE IN TRIPLICATE THIS 20th DAY OF JUNE, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

JP HORRIGAN

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 6th day of June, 2017, the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";*

AND WHEREAS *the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on the 20th Day of June, 2017.*

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:

_____

Mayor George A. Bridge

Per:

_____

C. A. O. Clerk Bill White

JP HORRIGAN

Per:

_____

Owner James Horrigan

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:

Lot 24, Concession 1, Part 2 Plan 61R-20434 and Part 5 61R-20490, 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) Site Plan
2) Grading Plan
3) Drainage Plan

Such plans prepared by Trevor Reading; John Ernewein Ltd. submitted June 6, 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 June 20 2019.

2. Security
Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of $2850 (amount) to this Agreement.

The security includes $2850.00 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 from the front wall of the building to Minto Road 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" within one year of the paving of Minto Road in front of the subject property. Until that time, Dust mitigation shall be undertaken by the Owner.

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. Servicing 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.

22. Sign Permits
That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:

   i) installation of sewer and water service laterals if necessary.
   ii) curb cuts and curb replacements if necessary.
   iii) sidewalk replacements if necessary.
   iv) utility plant relocations if necessary.
   v) installation of the storm sewer if necessary.

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town
of Minto
5941 Highway 89, Harriston, ON 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.

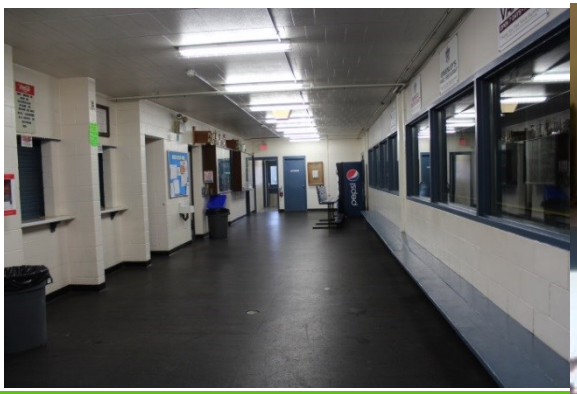
The Letter of Credit must be written so as to be honoured by the Surety without question or without just cause having to be proven by the Town to the Bank.

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.

Town of Minto Draft Purchasing Bylaw

Standard Purchase Document



Strategic Directions

- Section 270 (1) 3. requires policy for procurement
- Strategic Plan manage finances transparent, fiscally responsible manner using a variety of methods
- Adopt and maintain fair and transparent procurement policies and by-laws to ensure competitive pricing and proposals, and that local business has equal opportunity to bids.
- Work with local municipalities and County to create mutually-beneficial cost-sharing including joint purchasing of equipment

Considerations

- Numerous references to Management Team roles and responsibilities; update CAO Clerk
- Quotes can be awarded by Department Heads up to $25,000; Council approval clarified
- Alternate purchasing methods (from 8 to 6) with eight Schedules in By-law reduced to one (courts do not distinguish tender, quotations and proposal)
- Clarify single source and emergency purchasing
- Environment, accessibility, local bidders
- Privilege clauses valid if fair and equal treatment

Considerations

- Review by-law to clarify roles around new structure
- Clarify procurement process (Section 9.3 applies to all proposals, tenders and quotations using standard form in Schedule “A”)
- Use Purchase Orders procedure
- Assess “buy local” or “quote local” provisions for purchases below threshold
- Advertising and website criteria
- Council involvement in procurement process and single source procedure should be clarified
- Prequalification procedures for consulting services

Draft By-law

1. Bylaw Purpose

- Encourage competition, obtain best value, ensure fairness, accountability, transparency
- Comply with fiscal accountability policy, code of conduct,
- Environmental Responsible, Accessibility rules

2. Applicability

- Excludes sale of lands, election, municipal utilities, legal and counselling
- Corporate expenses, training, government providers, and honorariums, remuneration

Draft By-law

3. Definitions

- Best value balance quality and finance
- Bid includes proposal, quotation, or tender
- CAO Clerk, Department Heads includes designates

4. Purchasing Authority

- Administered by CAO Clerk and Treasurer
- No contract awarded without budgeted funds
- Purchase requisitions required over $10K if policy, becomes a purchase order (electronic)

Draft By-law

4. Purchase Authority Continued

- CAO Clerk exemption for election purchase and urgent matters up to $5,000
- Department Heads provide advice, administer bids, review specifications, follow purchasing practice, dispose of assets, prepare reports, develop policy
- Treasurer pays endorsed invoices (signed twice), electronic purchase requisitions, consultant progress payments and accounts
- Council buys through CAO Clerk

Draft By-law

5. Inspection of Supplies and Services

- CAO, Department Heads responsible for purchases
- Return & cancel goods and services if specification not met; must give notice as per contracts

6. Cooperative Purchasing

- Permitted with local municipalities, County, Province where approved by Council

7. Council Authorization

- Needed if Staff, Committee, Councillor to bind Town

Draft By-law

8. Sole Source Purchases

- Council approval needed to allow purchase over $10,000 without bids
- Must have equipment compatibility, only one known supplier, market conditions, utility work on Town contract, public auction, Town subsidy, multiple suppliers of same goods
- Comply with code of conduct, fiscal accountability and transparency policy to be met; no conflict of interest, fair and

Draft By-law

9. Purchasing Procedures

- Informal Quotes up to $10,000 CAO or Department Head to ensure “best value” plus supplier capacity, performance, quality, environment, proximity etc.
- Formal Quotes $10,000-$50,000 budgeted, fair & equal access for three bidders; assess under by-law; report to Council for clarification but can award
- Tender (goods easily defined) $50,000+ notice, use standard tender Schedule “A”; following process, allow public opening, report to Council for award,

Draft By-law

9. Purchasing Procedures continued

- Request for Proposal (goods, services supplies not easily defined) over $50,000 same as tender Schedule “A”; may use 2 envelopes; public criteria
- Negotiation, Single Source over $10,000 with strong business case, continuing pilot project, compatible equipment, formal process fails; mandatory report and resolution of Council
- Emergency buying for threats to public health, property security etc.; advise Mayor; consider budget, cost recovery etc.; report after to Council

Draft By-law

10. Credit Car Purchases

- Mayor/designated staff keep in mind code of conduct, fiscal accountability, transparency etc.
- Meet “best value” and other principals of bylaw, mainly local purchases for on-going operations

11. Bid Review Committee

- Form by resolution with CAO or Department Head, Mayor or Chair, consultant, Treasurer etc.
- “Best value” rules; no irregularity or challenge, must be unanimous; still requires a contract

Draft By-law

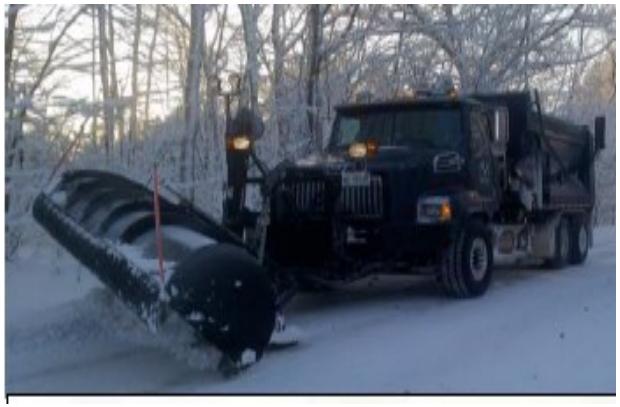
12. Negotiation

- When goods are in short supply, competition is limited, sole source, identical bids, lowest compliant bid over budget, council authorizes

13. CAO Authority; “Lame Duck”

- CAO may act as Council during suspension of meeting or during “Lame Duck” period
- All procedures under Section 9 apply to any contracts awarded including “best value”

Draft By-law



14. Specification Development

- Vendors or bidders who help develop specifications shall be paid; property of Town; vendor can still bid

15. Refusal of Responses

- Town not obligated to accept bid where bidder has legal proceedings with Town, criminal offence, non-performance of contract, gratuities offered

16. Financial Securities and Insurance

- Performance bonds, proof of insurance, WSIB etc

Draft By-law

17. Division of Contracts

- Not permitted to avoid limits for Formal/Informal Quotation, Tender or Proposal procedures.

18. Execute Documents

- Mayor and Clerk except where not required

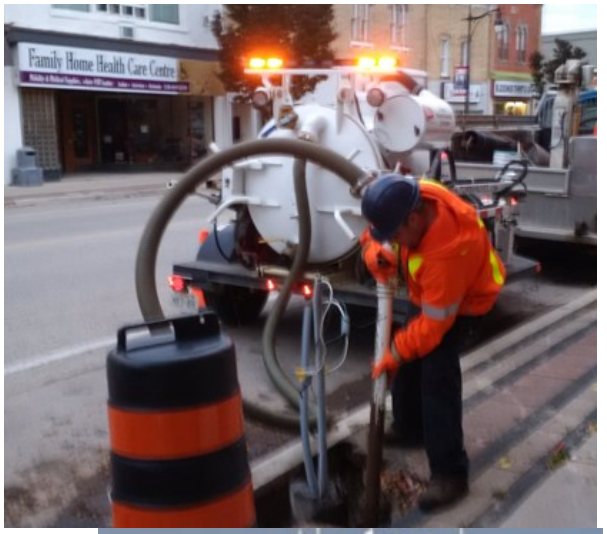
19. Lobbying

- Not permitted to influence or be influenced

20. Access to Information

- Municipal Freedom of Information (MFIPPA)

Draft By-law

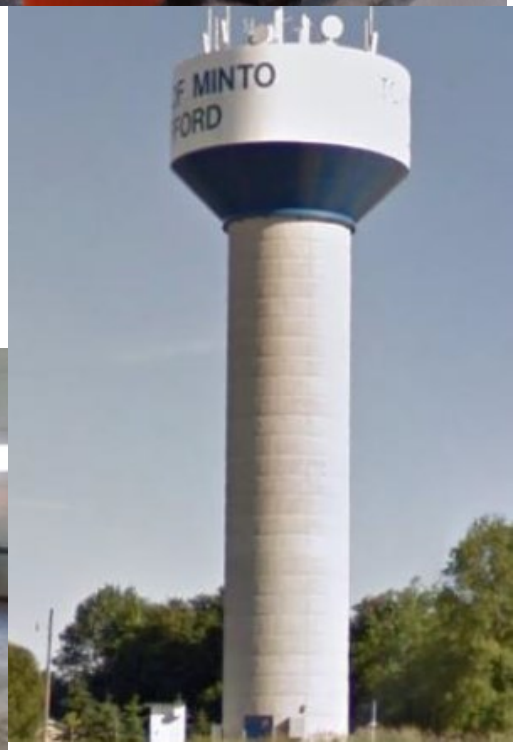


21. Severability

- By-law valid even if one portion is found in court not to be valid.

22. Repeal

- Previous bylaws repealed



Questions?

Corporation of the Town of Minto Bylaw 2017-___

A By-law to Establish Policies and Procedures Respecting the Procurement of Goods and Services for the Town of Minto

WHEREAS section 270 (1) of the *Municipal Act, 2001* S.O. 2001, c. 25 (the "Act") provides that a municipality shall adopt and maintain policies respecting the procurement of goods and services; and

AND WHEREAS section 5 (3) of the Act provides that a municipal power shall be exercised by by-law unless it is specifically authorized to do otherwise; and

AND WHEREAS section 5 (3) of the Integrated Accessibility Standards, Ontario Regulation 191/11, provides that municipalities shall incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so; and

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

1.0 By-law Purpose

This by-law shall be known as the Purchasing By-law for the Town of Minto and is adopted for the following purposes:

(a) to encourage competition among contractors, bidders and service providers;
(b) to obtain best value in the procurement of deliverables;
(c) to ensure fairness, objectivity, accountability and transparency in the procurement process consistent with Town policies regarding fiscal accountability and transparency;
(d) to ensure goods and services are procured by the Town in a manner consistent with its code of conduct and conflict of interest legislation;
(e) to encourage environmentally responsible and sustainable procurement while maintaining fiscal prudence; and
(f) to promote and implement procurement practices that support the principles of the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005.

2.0 Applicability

This by-law shall apply to the purchasing or disposing of goods and services with the following exceptions:

a) Sale or disposition of lands owned by the municipality unless by means of tender;
b) Purchase of goods or services needed by the City Clerk to carry out the requirements of the Municipal Elections Act;
c) All public or private utilities used by the municipality including repairs, service or upgrades to same;
d) Legal and other counselling services
e) General corporate expenses including employee documentation such as function abilities forms, debentures, claim settlements, legal advice, arbitrators, historical experts, damage claims, Workplace Safety and Insurance (WSIB) remittance, or customs brokerage services
f) Council and Staff training, professional development, accreditation or membership in professional organizations and related travel, accommodation or meal expenses;
g) Sole providers of goods or services supplied by any level of government or their agencies;

h) Payment or remuneration to staff, Council or honorariums for volunteers.

3.0 Definitions

In this by-law the following definitions shall apply:

i. "Agreement" means a formal written legal agreement or contract for supply of goods, services, equipment or construction;

ii. "Authorized purchaser" means the CAO Clerk , Department Head, Supervisor, Lead Hand or other person authorized to acquire goods and services for the Town.

iii. "award" means the authorization to proceed with the purchase of deliverables;

iv. "best value" means, in relation to a purchase, that the purchase represents the optimal balance of high quality and financial terms

v. "bid" means a submission received in response to a call for bids, and includes a request for proposal or quotation as well as a tender;

vi. "Bid Review Committee" means the committee established under Section 11 of this bylaw;

vii. "bidder" means any legal entity that submits a bid in response to a call for bids and includes a proponent;

viii. "CAO Clerk" means the Chief Administrative Officer of the Town or designate, or subsequent position or title representing the administrative head of the municipality.

ix. "Construction" means construction, reconstruction, demolition, repair or renovation of a building or structure and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures to a building or structure;

x. "Consulting and professional services" means those services requiring the skills of a professional for a specialized service and includes the services of architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants and any other consulting services which may be required by the Town;

xi. "Contingency" means an event or circumstance that gives rise to an increase in a contract price and which could not have been reasonably anticipated at the time of contract award;

xii. "Contract" means any form of binding agreement between the Town and a contractor for the purchase of deliverables and includes a purchase order;

xiii. “Contractor” means any legal entity to whom a contract is awarded and includes a vendor, supplier, service provider and consultant;

xiv. “Council” means the Municipal Council of the Town.

xv. “Department Head” means the head of a specific Department of the Town

xvi. “Designate” means the person or persons assigned the duties and responsibilities on behalf and in the absence or incapacity of the person charged with the principal authority to take the relevant action or decision.

xvii. “Disability” or “Disabilities” shall have the same meaning as set out in the Ontarians with Disabilities Act 2001 or any successor legislation.

xviii. “Disposal” means the selling, trading, assignment and/or scrapping of surplus assets.

xix. “goods” means personal property, including raw materials, products, supplies, equipment and other physical objects of every kind and description;

xx. “Local” is a supplier within a primary trade area of the Town.

xxi. “Mayor” means the Mayor of the Town or in absence of the Mayor the Deputy Mayor

xxii. “Proposal” means a submission received in response to a request for proposals;

xxiii. “Purchase Order” means the purchasing document used to formalize a purchasing transaction with a vendor.

xxiv. “Purchase Requisition” means a request for goods and/or services for which budget is approved prepared by a Department Head or designated and sent to the Treasurer.

xxv. "Qualified bid" means a limited or conditional offer that modifies or does not meet some important terms, condition or specification of the bid invitation, which limitation or condition may constitute grounds to disqualify the bid;

xxvi. "Quotation" means a sealed bid received as a result of a written or verbal request by the Town for the supply of goods and services;

xxvii. “Request for proposals” means a request for proposals issued under this bylaw

xxviii. “Request for quotations” means a request for quotations issued under this bylaw

xxix. “Request for tenders” means a request for tenders issued under this bylaw;

xxx. “Respondent” means a person who submits a Response to a Town’s solicitation for goods or services, and “Bidder” or “offerer” or “Tenderer” shall have the same meaning.

xxxi. “Responsible” means a bidder or offerer who is deemed to be fully technically and financially capable of supplying the goods or services requested in the solicitation.

xxxii. "Sealed bid" means a formal sealed response received as a part of a quotation, tender or proposal.

xxxiii. “Services” may include, but are not limited to, telephone, gas, water, hydro, janitorial and cleaning services, consultant services, legal surveys, medical services, insurance, and the rental, repair or maintenance of equipment, machinery or other personal property, and includes consulting and professional services;

xxxiv. “Sole Source” shall mean a non-competitive process to acquire goods and/or services from a specific supplier whether or not there is another supplier able to provide the same goods and/or services.

xxxv. “Supplies” include goods, wares, merchandise, materials, and equipment used or required by the Town.

xxxvi. "Tender" a written sealed offer from a bidder to supply goods, services and/or supplies to the Town

xxxvii. “Total cost” means the contract cost for the full term of the contract, and, in the case of a contract containing renewal provisions, the total contract cost for the initial term and all potential renewal terms, excluding the Harmonized Sales Tax, but including all other applicable, fees, charges and disbursements;

xxxviii. “Treasurer” means the Treasurer of the Town or Designate.

xxxix. “Town” shall mean the Corporation of the Town of Minto and its legally appointed or elected representatives.

4.0 Purchasing Authority, Practices

a) The CAO Clerk and the Treasurer shall have all the necessary authority to administer this By-law and to carry out his or her duties on behalf of the Town.

b) The Authority to award a contract is subject to identification and availability of sufficient funds in appropriate accounts within the budget.

c) Upon approval of a policy requiring purchase requisitions, before purchasing goods or services over $10,000 value, Department Heads shall complete an electronic purchase requisition form for approval by the CAO Clerk and Treasurer describing the nature of the goods and services requested, available budget in the current year, account number for all billing, and whether the purchase will be by quotation, call for proposal, quotation, tender or other such manner. Once the purchase requisition is approved it shall become an electronic purchaser order which Department Heads shall use to acquire the approved goods or services, monitor payments, and document the conclusion of the transaction including substantial completion, final delivery, and proof of payment.

d) The policies and procedures outlined in this by-law shall be followed for the purchase of all good and or services by the Town or its officers, servants and employees.

e) This by-law does not apply to the purchase of goods, services and equipment considered necessary or advisable by the CAO Clerk to carry out the requirements of the Municipal Elections Act, but the CAO Clerk shall wherever possible be guided by the provision of this by-law.

f) In determining if any purchase qualifies as a Tender, the amount of sales taxes, excise taxes, goods and service taxes and duties shall not be a consideration when determining the price of a contract for the supply of any goods or services.

g) The CAO Clerk may procure goods or services on a one time basis for urgent or pending matters at his/her sole discretion up the amount required is less than $5,000. This authority may not be delegated except where the CAO Clerk is on vacation in which case the Treasurer shall hold the same powers provided for in this section.

h) Department Heads are authorized under this bylaw to:
(i) provide procurement advice, in consultation with the Town legal counsel or consulting engineering firm, if required, including, but not limited to, preparing calls for bids;
(ii) subject to any procedure that may be required under 4.0 c) administer calls for bids and ensuring compliance with the terms and conditions of the calls for bids;
(iii) review statements of work and specifications for compliance with the terms of this bylaw;
(iv) develop co-operative purchasing arrangements with other levels of government, municipalities, boards, agencies, commissions, or private sector entities, as the case may be, where such arrangements are determined to be in the best interests of the Town;
(v) standardize procurement procedures;
(vi) maintain purchasing practices consistent with this by-law and the Town's code of conduct, accessibility and transparency policy, fiscal accountability policy and other applicable policies
(vii) dispose of surplus assets; and
(vii) prepare reports to Council when required under this bylaw to recommend awards or develop policy as appropriate.

h) The Treasurer is authorized to pay for any goods or services purchased by the CAO Clerk, Department Heads, and Supervisor, Lead Hand, or other authorized purchaser in accordance with this by-law, upon receipt of:
(i) a request for payment endorsed by the C.A.O. Clerk, Department Head or Designate acknowledging receipt of the good or services on behalf of the Town;
(ii) an invoice signed by the authorized purchaser and their immediate supervisor provided the price and appropriate Town account number is accurately and clearly indicated on the said invoice prior to signing;
(iii) an approved electronic purchase requisition and completed electronic purchase order are filed documenting the required work, Town account number, certification of work completion, and any other such information as may be required by policy.
(iv) verification of payment by the Town Engineering Consultant for work authorized by contract where the work required under the contract or any portion of the contract has been fully executed by the contractor and received all required approvals, and the contractor has provided any insurance policies,

performance or other bond required by contract, and until all required payment certifications are filed with the Treasurer.

(v) accounts of ordinary business transactions of the Town incurred between the last regular meeting of Council in any year and the approval of the following year's budget.

i) Good or services required by any member of Council shall be acquired under this policy through the CAO Clerk or designate

5.0 Inspection of Supplies and Services

(a) The CAO Clerk, Department Head or designate shall inspect all deliveries of supplies to determine whether they meet the specifications set out in the purchase agreement or formal contract.

(b) The CAO Clerk, Department Head or designate shall return of all supplies and terminate all formal contracts in writing which do not meet specifications set out in the purchase agreement or formal contract documents.

(c) The CAO Clerk, Department Head or designate shall review all services procured by the Town to ensure compliance with specifications set out in the formal agreement, contract or other document verifying award.

(d) Where services provided under Section 5.0 (d) are deemed not to be adequate based on the specifications set out in the formal agreement, contract or other document, the CAO Clerk, Department Head or designate shall advise the service provider in writing of the inadequacy of the service provided and take steps to ensure compliance with the agreement between the Town or service provider or restitution is made such as non-payment of invoices or repayment as may be required.

6.0 Co-operative Purchasing

Department Heads are hereby authorized to participate in co-operative purchasing arrangements with other municipalities, CountyT, local boards and public agencies within the Province where such participation has been approved by Council.

7.0 Council Authorization Required

Except as herein provided, no Committee established by Council, no member of Council and no employee of the Corporation shall enter into any contract to purchase goods or services on behalf of the Town without Council approval.

8.0 Sole Source Purchases

Council may pass a resolution permitting certain goods and/or services to be procured without issuing a call for bids where:

(a) compatibility of a purchase with existing equipment, facilities or service is the paramount consideration;

(b) only one entity is reasonably capable of providing the goods or services;

(c) due to market conditions, required goods or services are in short supply, or when urgent acquisition of required goods or services is necessary due to unexpected circumstances;

(d) the procurement relates to relocation of utilities associated with a Town contract, including but not limited to telecommunications, electrical, gas, cable, or telephone works;

(e) there is merit in purchasing at a public auction;

(f) procurement relates to the purchase of services where the Town provides subsidies or funding to the service provider or to the recipient under programs approved by Council; or

(g) services are purchased to comply with eligibility criteria rather than a competitive process, and where multiple contractors may provide the same or similar services.

8.1 Council approval under section 8.0 shall not be required for goods or services under $10,000 in value provided approval is given by the CAO Clerk and the Treasurer or designate.

8.2 In no case shall any goods or services be sole sourced to any employee of the Town or member of Council that would be considered a violation of the Town's code of conduct, policies regarding fiscal accountability and transparency, applicable conflict of interest legislation, or any other similar rules or requirements in place to ensure fair procurement policies.

9.0 Purchasing Procedures

Subject to the provisions of this by-law, the Town shall use the following procedures to purchase goods, services and/or supplies:

a) Informal Quotations
b) Formal Quotation
c) Tendering
d) Request for Proposals
e) Negotiation and single source
f) Emergency procurement

9.1 **Informal Quotations** are required to purchase goods, services and/or supplies with a total value not to exceed $10,000 whereby the CAO Clerk, Department Head or designate is satisfied that such purchase represents "best value" to the Town considering requirements of this by-law and applicable Town policies, and without limiting the generality of this section suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

9.2 **Formal Quotations** are required for purchases of goods, services and/or supplies with an individual value exceeding $10,000 up to a total of $50,000 whereby the CAO Clerk, Department Head or designate applies the following process:

(i) ensure sufficient budgeted funds are available;
(ii) communicate equally to all potential bidders specifications, terms and conditions by which such goods or services shall be purchased so as to ensure fair and equable access for bidders;
(iii) solicit a minimum of three written, emailed, or faxed quotations which contain sufficient details and a final price plus harmonized sales tax if applicable;
(iv) evaluate bids based on the best value to the Town which will be the lowest responsible bidder keeping in mind criteria set out in Section 9.1;
(v) report to Council as needed to obtain direction regarding equal bids, bids exceeding budget or where any other clarification is required.
(vi) award the bid in writing or email in accordance with the terms of this bylaw and other applicable policies and regulations including ensuring all WSIB, insurance, guarantees, warranties, service requirements, and other commitments and requirements are supplied;
(vii) inspect, monitor, document, report, follow up as needed with all purchased goods, services and/or supplies prior to authorizing any payment. Copies of all quotations will be submitted with payment requests complete with any vendor invoices and packing slips duly authorized by the Department Head; and
(viii) apply the purchase requisition process of the Town if applicable.

9.3 **Tendering** is required for purchases of goods, services and/or supplies where deliverables can be clearly identified and quantified and two or more sources are available to supply deliverables with an individual value exceeding $50,000 whereby the CAO Clerk, Department Heads or designate applies the following process:

(i) ensure sufficient budgeted funds are available and market conditions are such that bids are likely to be submitted on a competitive pricing basis;
(ii) prepare a tender using the procedures and standard form attached to this bylaw as Schedule A wherever possible to ensure consistency and continuity ;
(iii) give notice of the tender at least ten (10) calendar days preceding the closing date, unless otherwise directed by Council. Advertisement includes sending by email or fax directly to potential bidders as well as being placed in a local newspaper and/or a major construction trade publication as required by applicable municipal bylaws as well as on the Town website, or other such method at the discretion of the CAO Clerk or Department Head so as to afford fair and transparent access to qualified bidders;
(iv) advise of the location for receiving and safekeeping of sealed tenders, and arrange for a tender opening attended by representatives of the Treasury Department, CAO Clerks Department, and the Department wishing to purchase goods, services and/or supplies as per procedures outline in Schedule _.
(v) ensure purchasing notices issued by the Town communicate that information is available upon request to persons with disabilities as defined under Provincial legislation, and that upon request the Town will accommodate such persons during the bidding process to ensure persons with disabilities have equal opportunity to submit bids and participate in the process.
(vi) at any public tender opening state the name of the bidder, the good or service being bid for, the amount shown on the bid, and confirming that bids will be reviewed and assessed as to completeness and accuracy and analysis made available to all bidders prior to award;
(vii) review and analyze tenders to assess best value to the Town which will be the lowest responsible bidder keeping in mind “best value” criteria set out in Section 9.1 including environmental benefits and impacts;
(viii) report to Council as needed to obtain direction regarding equal bids, bids exceeding budget or where any other clarification is required.
(ix) communicate Council’s award of the tender in writing or email in accordance with the terms of this bylaw and other applicable policies and regulations including ensuring all WSIB, insurance, guarantees, warranties, service requirements, and other commitments and requirements are supplied;
(x) maintain records of all submitted bids, evaluation material, and other information used to review and/or score bids;
(xi) inspect, monitor, document, report, follow up as needed with all purchased goods, services and/or supplies prior to authorizing any payment. Copies of all quotations will be submitted with payment requests complete with any vendor invoices and packing slips duly authorized by the Department Head; and
(xii) apply the purchase requisition process of the Town if and when approved.

9.4 **Request for Proposals** are required for purchases of goods, services and/or supplies where deliverables cannot be clearly identified and quantified and two or more sources are available to supply deliverables with an individual value exceeding $50,000 whereby the CAO Clerk, Department Heads or designate applies the following process:

(i) the same steps outlined in Section 9.2 (i) to (x) of this by-law that apply to tendering shall apply to requests for proposals.
(ii) a request for proposals may be conducted using a two (2) envelope system whereby one (1) envelope contains the technical proposal and one (1) envelope

for the financial proposal; where the two (2) envelope system applies generally only the envelope containing the technical information is opened first to assess qualifications, skills and abilities of the bidder, and the second envelope containing the financial proposal is not opened unless the bidder technically qualifies under applicable criteria to be sued for weighing and reviewing submissions as outlined below; and

(iii) where possible and practical requests for proposals shall contain specific criteria to be used for weighing and reviewing submissions to assist bidders with formulating submissions and make decision making as transparent as possible;

9.5 **Negotiation and single source** purchasing may only occur in the case of values of $10,000 or more in accordance with Section 8.0 of this by-law whereby the CAO Clerk, Department Heads or designate applies the following process:

(i) a strong business case is made to extend a contract beyond its initial term, such as when additional work is required that pertains to a current or recently completed project;
(ii) the project is a pilot with the understanding that, if successful, further work will be subject to a bid process;
(iii) required supplies **must** be compatible with equipment presently being used;
(iv) a contract is being renewed for an additional one year period and the exact same prices and terms will apply;
(v) tenders or bids received fail to meet specifications or terms and conditions, and it is impractical to recall tenders or formal quotations; and
(vi) A report is prepared to Council outlining reasons for negotiation and/or single source purchasing and Council has passed a resolution approving this means of procuring goods and service.

9.6 **Emergency procurement** may apply when an event occurs that is determined by the CAO Clerk or Department Head to be a threat to public health, the maintenance of essential Town services, the welfare of persons or of public property, the protection of the Town's physical assets, or the security of the Towns interests or financial liabilities arising from unexpected conditions, and the occurrence requires the immediate delivery of goods, services and/or supplies and time does not permit normal Purchasing activities to acquire such goods, services and/or supplies. In such cases the following shall apply:

(i) The CAO Clerk or Department Head shall advise the Mayor or Deputy Mayor of the need to may make such purchases without the bidding/or tendering process, and is authorized to do so in the most expedient and economical means possible keeping in mind budget availability, and potential for cost recovery.
(ii) Where such goods or services are purchased without the bidding/or tendering process the CAO Clerk, Department Head or designate shall create a record of all goods, services and/or supplies so acquired and provide a report to Council

10.0 Credit Card Purchases or Purchases on Account

The Mayor or staff members with corporate credit cards may purchase goods, services and/or supplies using their corporate credit card within the limits and requirements of the Town Corporate Credit Card Policy, the code of conduct, fiscal accountability and transparency policies, conflict of interest legislation, or any other similar rules or requirements in place to ensure fair and transparent procurement as well as the following requirements:

(i) purchases must represent best value" to the Town and are keeping with the general principals of this by-law;
(ii) purchases not subject to the exclusions in this by-law are primarily acquired from local suppliers for incidental goods, services and/or supplies needed for general

maintenance, on-going operations or other such similar reasons within expenditures allowed by the current year budget; and

(iii) small capital or material purchases for which tenders or quotations would not be of benefit given a number of potential suppliers would provide similar materials at comparable prices.

10.1 Purchases by invoice or on account generally through local suppliers shall adhere to the requirements outlined in Section 10.0 (i) to (iii)

11.0 Bid Review Committee

Where timing of Council meetings is such that a tender or request for proposal cannot be awarded by resolution of Council, a bid review Committee may be formed consisting of the following members appointed by Council:

(a) the C.A.O. Clerk or Department Head responsible for the area for which the proposal or tender was established;

(b) the Mayor or Chair of the Committee responsible for the area for which the proposal or tender was established;

(c) a representative of the consulting engineering firm or other such advisor that assisted with preparation of the tender or proposal where applicable

(d) the Treasurer or designate;

(e) any other person appointed by resolution of Council that would be of assistance in reviewing and awarding a bid

11.1 The Bid Review Committee shall consider all the same matters as would apply to Council and staff outlined in this by-law when awarding any contract and without limiting the generality of the foregoing shall ensure that such purchase represents "best value" to the Town and suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies

11.2 If a bid contains an informality or irregularity, or if there is a challenge to the call for bids process, the Bid Review Committee shall not make the decision and the matter must be determined by decision of Council who may, at the call of the Mayor, arrange a special meeting pursuant to the Procedural By-law in order to facilitate a timely decision.

11.3 If the Bid Review Committee does not agree unanimously on awarding a bid, the Bid Review Committee shall not make the decision and the matter must be determined by decision of Council who may, at the call of the Mayor, arrange a special meeting pursuant to the Procedural By-law in order to facilitate a timely decision.

11.4 Where a Bid Review Committee is established and a contract is awarded a report shall be submitted to Council to advise of the award of the contract.

12.0 Negotiation

Notwithstanding that Negotiation may be a component of another procurement process, Negotiations may be used for the Purchaser of Good and/or Services when any of the following criteria apply:

(a) the required goods and or services are in short supply;

(b) competition is precluded due to the existence of any patent right, copyright, technical secret or control of raw material;

(c) a sole source is being recommended;

(d) two (2) or more identical bids are received under any process under this by-law;
(e) the lowest compliant bid received under any process under this by-law exceeds the budgeted amount;
(f) the extension of an existing contract with the Town would be cost effective and keeping with the intent of this by-law and other policies and procedures of the Town;
(g) a call for proposal, tender or any other bid process is cancelled without an award; or
(h) Council authorizes negotiation in the process of considering any award;

13.0 Authority of Chief Administrative Officer Suspension of Council Meetings or "Lame Duck" Period

Despite any other provision of this bylaw, during any period that regular Council meetings are suspended either during the summer recess or for any other reason, or during the period that the acts of Council are restricted under Section 275 of the *Municipal Act, 2001* the Chief Administrative Officer shall be authorized to award any contract.

13.1 The process and requirements outlined in Sections 9.1 through to 9.4 shall apply to any contract awarded under Section 13.0.

14.0 Specification Development

Where the Town requires a vendor(s) or potential vendor(s) to expend time, money or effort on design or developing specifications for a bid or otherwise to help define a requirement beyond the normal level of service expected from vendors, a fee shall be paid for an amount agreed upon between the parties keeping in mind limits established in this by-law.

14.1 Where such services are provided under Section 13.0, the detailed specifications shall become the property of the Town and can be used in obtaining competitive bids.

14.2 A vendor who has assisted in developing specifications and has been paid for services pursuant to Section 13.1 shall be entitled to bid on the goods or services prescribed by the specifications in accordance with this by-law.

15.0 Refusal of Responses

The Town of Minto reserves the right not to accept a bid from any person or corporation which includes any non-arms length corporation who, or which, has a claim or has instituted a legal proceeding against the Town of Minto, or against whom the Town a claim or instituted a legal proceeding with respect to any previous contacts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted Responses. The Town will also disqualify any supplier or bidder who is convicted of a criminal offence attempting to obtain a contract or subcontract or who is in breach of contract or is unwilling to perform a contract in accordance with the terms and conditions of the contract. Any potential supplier with an unsatisfactory record of performance will be disqualified. The offer of gratuities to any councillor, official or employee of the Town is grounds for disqualification.

16.0 Financial Securities and Insurance

The Town may require, at its sole discretion, that a bid be accompanied by a bid deposit or other similar security to guarantee that the successful supplier enters into a contract with the Town.

16.1 In addition to the security referred to in Section 16.0 a successful supplier may be required to supply

(a) a performance bond to guarantee performance of the contract;

(b) a labour and materials bond to guarantee payment for labour and materials to be supplied in connection with a contract; and

(c) any such security as the Town may require and has been specified in the bid requirements for the goods or services to be acquired.

16.2 Prior to commencing any work awarded under this by-law the supplier shall provide to the Town proof of insurance as specified in the bid requirements for the goods and or services to be acquired.

16.3 Prior to commencing any work awarded under this by-law the supplier shall provide to the Town a Certificate of Clearance from the Workplace Safety and Insurance Board as specified in the bid requirements for the gods and or services to be acquired.

16.4 Failure to comply with the terms of a bid including but not limited to provision of insurance, performance bond, labour or material bond, or certificate of clearance under Section 16.0 through 16.3 shall be just cause for cancellation of the award.

17.0 Division of Contracts Prohibited

Contracts shall not be divided in order to avoid the requirements of the Formal/Informal Quotation, Tender or Proposal procedures.

18.0 Authority to Execute Contracts

Subject to statutory requirements and where all the requirements of this by-law have been met, the Mayor and Clerk are authorized to execute contracts and any ancillary documents that have been prepared in a form satisfactory to Council, except where otherwise excepted in the by-law and the schedules thereto.

19.0 Lobbying

No person involved in any segment of the purchasing process shall engage in any form of political or other lobbying to seek to influence the outcome of any bid process under this by-law, including but not limited to suppliers contacting elected officials, consultants or any employee of the Town to attempt to seek information in order to influence an award, or any person associated with the Town, political or staff, unduly attempting to direct an award to any supplier for any reason other than those outlined in the bid as provided for under this by-law.

20.0 Access to Information

Disclosure of information received under any bid process provided by the by-law shall be made by the responsible officials in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O 1990, c. M 56 as amended or other relevant privacy legislation that may be enacted and in effect from time to time.

20.1 All suppliers contracted by the Town shall also adhere to the standards outlined in Section 20.0 as well as any such legislation that may specifically apply to private corporations as the case may be, and when conducting work on behalf of the Town shall disclose information as if were an agent of the Town as it relates to confidential information, disclosure of personal health or other confidential information including records that a supplier may come in contact with during the course of completing their contract with the Town.

21.0 Severability

If any Section or Sections of this by-law or parts thereof are found by a court or other body of competent jurisdiction to be invalid or beyond the authority of Council only those sections identified shall be deemed invalid and separate from the remainder of the by-law and all other such remaining sections shall remain in full force and effect.

22.0 Repeal and Effective Date

This by-law shall be effective on final passing thereof and shall repeal all predecessor by-laws and amendments except however that any purchasing processes underway prior to passage of this by-law shall be concluded in accordance with the applicable predecessor by-law.

Read a first, second and third time and finally passed this day of July 2017.

_____

Mayor George Bridge

_____

C.A.O. Clerk Bill White

Schedule "A"
Procedures and Standard Form of Document

Title Page

REQUEST FOR <Quotation, Proposal, Tender>
Town File Number <Department, Year, Number ie. PW2017-01

Title
<list one line title for quotation, proposal or tender>

The Town of Minto is requesting <quotation, proposal, tender> for the following work:
<describe in one paragraph or less the nature of the work>

Proposals must be received by <insert time _:00 a.m/p.m; insert date mm/dd/year>
In a sealed package marked
<Town File Number and one line title from above>
Delivered to:

<Primary Town Contact and Department>
5941 Highway 89
Harriston ON N0G 1Z0

There will <or will not> be public opening for this Request for <quotation, proposal, tender>. Any award of the <quotation, proposal, tender> is subject to approval of the Town of Minto Council.

If <quotation, proposal, tender> arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such Proposals consideration.

Should a contract result from this <quotation, proposal, tender> the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This document consists of a Title Page (page 1), Form of <quotation, proposal, tender> (page 2), Bid Document (page 6), and Bid Submission (Page 10). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

Form of <Quotation, Proposal, Tender>

a) Definitions

The following definitions shall apply throughout the Quotation:

"Agreement" refers to the agreement between the Town of Minto and a bidder.

"Award" refers to the selection by the Town of Minto a successful <quotation, proposal, tender> for the provision of the goods, services and/or supplies under this process.

"Bidder" refers to any person or corporation participating in this <quotation, proposal, tender>.

"Town" refers to Corporation of the Town of Minto.

b) Qualification

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this <quotation, proposal, tender> and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this <quotation, proposal, tender>, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this <quotation, proposal, tender>.

c) Instruction

All pages of this document shall be returned with the <quotation, proposal, tender> submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

d) Warranty

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this <quotation, proposal, tender> A, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): _____

Address: _____

_____

Phone: _____ Fax: _____ Email: _____

I have authority to bind the company.

_____ _____

(Name of Signatory) (Signature)

e) Process for Receipt and Opening of <Quotation, Proposal, Tender>

i. The Form of tender and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the <quotation, proposal, tender> and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.

ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.

iii. The Opening Committee will consist of the C.A.O. Clerk or Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the <quotation, proposal, tender> shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.

iv. Unless specified otherwise the Town will not accept a response to this <quotation, proposal, tender>by facsimile or other electronic means.

v. All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.

vi. Late bids will be returned unopened.

f) Privilege Clause

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the <quotation, proposal, tender> at a later date:

i. When only one bid has been received;
ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
iii. When all bids received fail to comply with the specifications of the <quotation, proposal, tender> terms and conditions;
iv. Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

g) Communications

Any communications regarding this Quotation must be addressed to the Primary Town Contact listed on the Title Page of this document.

h) Withdrawal or Revision of Bids

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the C.A.O. Clerk or Department Head responsible for the <quotation, proposal, tender> who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part **e)** above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

i) Alterations or Variations

No alterations or variations of the <quotation, proposal, tender> shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

j) Accuracy of Bid Document and Related Material

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors or

Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

k) Oral Explanation or Interpretation

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document.

l) Due Diligence

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

m) Addendum

By the issuance of a cancellation or addendum, the Town may cancel the <quotation, proposal, tender>, revise, delete, add to or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

n) Quotation Costs

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

o) Claims or Litigation

The Town reserves the right not to accept a bid from or make an Award to any bidder, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, quotations or business transactions.

p) Freedom of Information

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

q) Non-Lobby

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

s) Town of Minto Purchasing or Procurement By-Law

This Quotation is subject to the Town of Minto's Procurement By-Law in affect at the time of the call goods, services and/or supplies.

Bid Document

1. BACKGROUND

<one page or less description of the reason for the <quotation, proposal, tender >

2. SUBMISSIONS

Proposals submitted in envelopes clearly marked as to contents, will be received at the
Town of Minto Administration Office
5941 Highway 89
Harriston, ON N0G 1Z0, until __:__ a.m./p.m., local time on: day/month/date/year

3. SCOPE OF WORK

<one page or less description of the scope of work subject of the <quotation, proposal, tender >

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

5. QUALIFICATIONS

No bidder shall submit under this <quotation, proposal, tender > unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the <quotation, proposal, tender > if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

6. COMPLETION DATE AND PENALTIES

The completion date for the provision of all goods, services and/or supplies required under this <quotation, proposal, tender> shall be __:__ a.m./p.m., local time on: day/month/date/year

Failure to provide goods, services and/or supplies under this <quotation, proposal, tender> shall result in the following penalties, if applicable:
<identify added cost to bidder, if any, for each day, week, month beyond the completion date that will apply>

7. AGREEMENT

Prior to proceeding with the work required by this proposal, the successful firm shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for providing the goods, services and/or supplies under this <quotation, proposal, tender>.

8. FUNDING AND APPROVAL

All bidders agree that award of any goods, services and/or supplies under this <quotation, proposal, tender> is subject to final approval by Council the Town of Minto.

9. EVALUATION

Bids submitted for goods, services and/or supplies under this <quotation, proposal, tender> shall be reviewed using the following general criteria:
1. The Town is satisfied that such purchase represents “best value” to the Town considering requirements of its purchasing by-law and applicable policies.
2. Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

Without limiting the generality of the foregoing the specific criteria used to assess this <quotation, proposal, tender> shall be:
<list specific criteria and applicable percentage or weighting that may apply particularly applicable when procuring by proposal for consulting services; typically percentages and weighting would be approved by Council or the C.A.O. Clerk where applicable>

10. APPLICABLE LAW

This <quotation, proposal, tender> and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

11. COUNCIL APPROVAL

The awarding of a contract to a successful bidder is subject to approval by the Town of Minto Council. Minto reserves the right to cancel the award of <quotation, proposal, tender> should Council approval not be received.

12. NO TOWN OBLIGATION TO AWARD

Publication of this <quotation, proposal, tender> and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award <quotation, proposal, tender> or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 9 Evaluation.

The Town of Minto reserves the right to cancel this <quotation, proposal, tender> for any reason without any liability to any proponent, or to waive irregularities at their own discretion. <Quotations, proposals, tenders> shall be irrevocable until the Town of Minto awards a contract, or cancels this <quotation, proposal, tender>, whichever first occurs.

The Town of Minto reserves the right to reject any or all <quotation, proposal, tender>, to negotiate with any firm submitting a <quotation, proposal, tender> and to accept the <quotation, proposal, tender> deemed most favourable in the interests of the Town of Minto.

The lowest or any <quotation, proposal, tender> may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

13. WSIB/INSURANCE

In response to any requirement in any <quotation, proposal, tender>, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the <quotation, proposal, tender>.

14. INSURANCE

Prior to award of any <quotation, proposal, tender>, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

a) $5 million – commercial general liability

Such policy shall contain:

a) A “Cross Liability” clause or endorsement.
b) An endorsement certifying that the Town of Minto is added as an additional insured.
c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

15. HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

16. ENVIRONMENT AND ENERGY EFFICIENCY

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

17. PAYMENT

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto COuncil

18 INDEMNITY

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

16. INQUIRIES

For further information regarding this <quotation, proposal, tender> contact:
Identify C.A.O. Clerk, Department Head or other staff designated to answer questions
By appointment at the Town office during normal business hours at
5941 Highway 89
Harriston, ON N0G 1Z0, or
Phone: 519-338-2511 ext. ___; Fax 519-338-2005 or email at _____@town.minto.on.ca

Bid Submission

Contractor Information

CONTRACTOR: _____

ADDRESS: _____

_____

HST #: _____

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

WSIB NUMBER _____ INSURANCE POLICY #_____

REFERENCES

List 2 references for which you have completed prior work.

_____

_____

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 10 days of the date of the <quotation, proposal, tender>, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

_____

_____ ($_____) Canadian Dollars, including all applicable taxes and charges, excluding HST.

_____
Signature

_____
Signature
1.

TOWN OF MINTO

DATE: June 15, 2017

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

SUBJECT: Parking Lot Layouts Clifford Elora Lands, Arena Parking Lot Layout, Harriston Community Centre

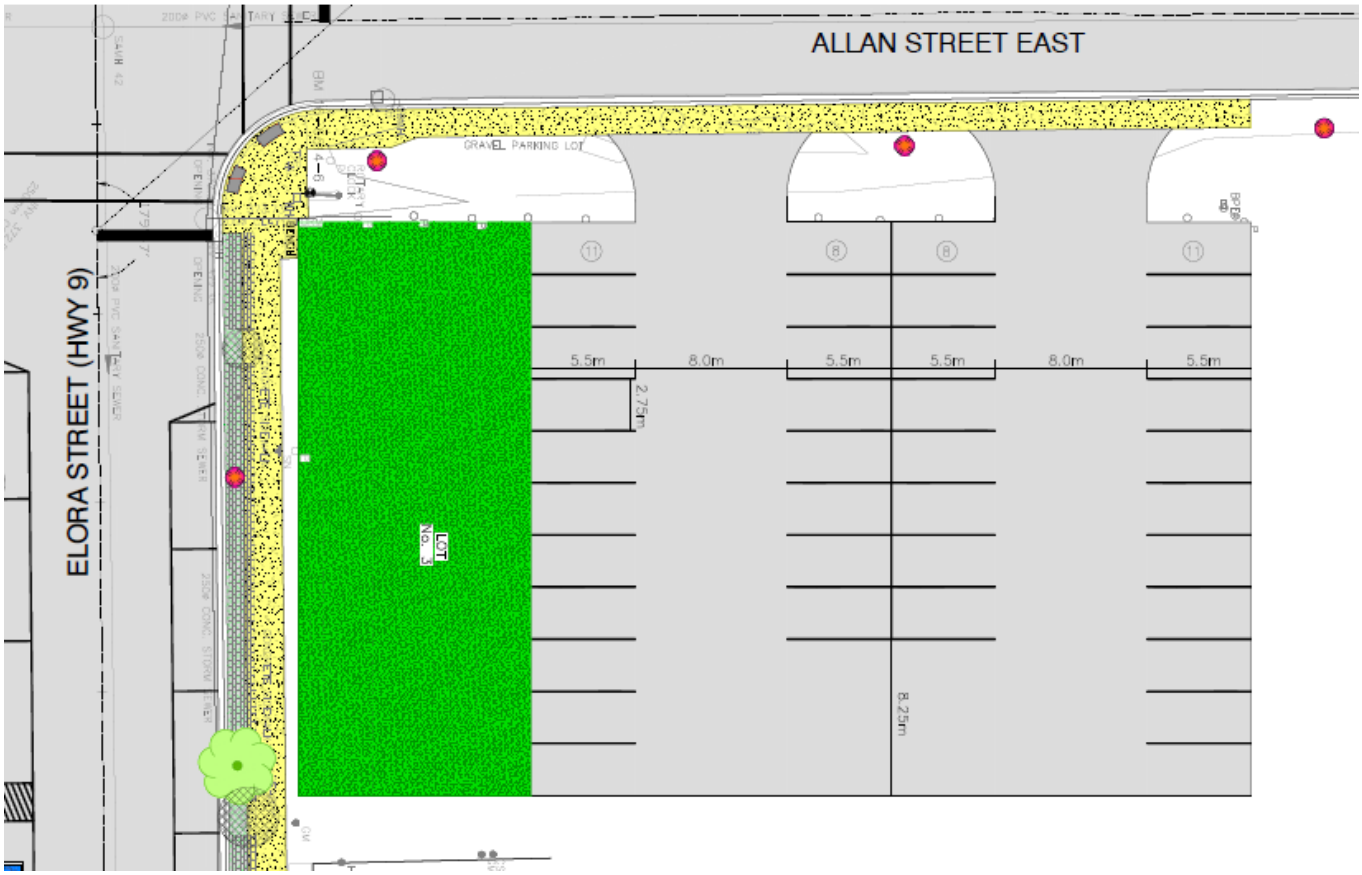
STRATEGIC PLAN:

4.12 Investigate methods to encourage traffic passing through the Town to stop and shop such as enhanced urban design, way finding and entrance signage, easily accessible public parking.

7.7 Develop design plans in consultation with the public, for urban areas that link parklands, trail systems, facilities and identify future works needed to improve recreation infrastructure.

BACKGROUND:

The Town recently purchased the lot at the corner of Elora Street and Allan Street in Clifford for parking and public open space. The intent is to construct parking on-site for use during Homecoming, next year's downtown reconstruction and as overflow for nearby businesses and institutions. The layout below was prepared by Triton engineering and includes two entrances to Allan Street to access 38 parking spaces in two 19 space sections.



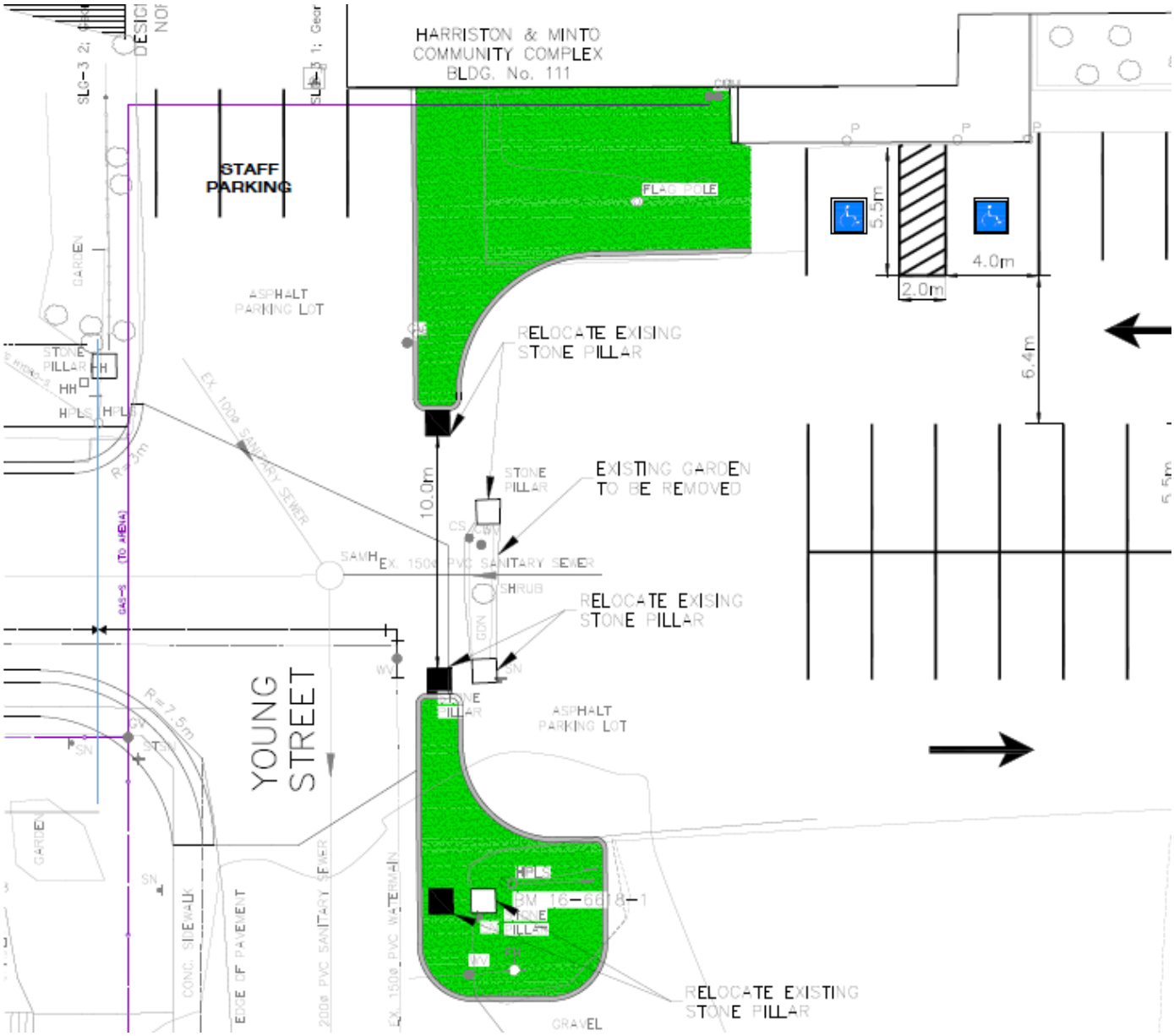
The work involves excavation of topsoil, granular backfill and placing asphalt millings to stabilize the parking lot surface. The lot will be graded toward Allan Street. A sidewalk will be placed along the length of the lot. Millings will be supplied by Steed and Evans from resurfacing work being completed on Elora Street this summer. Town staff will prepare and grade the site and install and roll the millings. Steed and Evans has confirmed their work will start after Canada Day and finish before Homecoming. The parking area will be finished and fence installed along the south lot line before Homecoming.

The second layout is for the Clifford Arena where $50,000 is budgeted for asphalt resurfacing. Triton Engineering prepared the layout at staff's request due to drainage concerns expressed by a landowner across the street. Paving this lot without grading and entrance control would result in surface water flow across Brown Street on to residential properties. This problem already occurs with the arena lot in its current condition, and it will be made worse with new asphalt. The layout below allows for curbing and parking lot design to control drainage, increase lot efficiency and improve urban design in the area.

TLC Coordinator Paul Judge will design a planting plan for the strip that will be attractive, functional and resist salt. Snow removal is addressed by the layout and Facilities Staff have reviewed and support the improvements. A catch basin will be installed in the lot along the landscaped and curbed strip with outlet under Brown Street to one of the two basins on the

Town lands across the street. Added costs for curbing and drainage work not covered by the $50,000 budget will be covered in Public Works Roads budget.

The final layout was initiated by staff as the George Street reconstruction moved through the tender process. Since the project involved full excavation at the intersection of George and Young Street staff asks for the layout from Triton to address traffic, parking, utility and landscaping issues into the Harriston Minto Community Complex.



The layout would preserve and enhance the 65 year old pillars at the entrance to the area a parking lot. They would be relocated to create a wider central two way driveway into the parking area.

Two way traffic flow is much safer and would eliminate confusing one way patterns that are not properly signed. The pillars would be symmetrically situated and equipped to accommodate decorative lighting creating a much more attractive and functional entrance to the property.

Landscape flex space would be established either side of the entrance to control traffic flow. This landscaped space would protect hydro poles, hydrants and utilities but include rolled curbs and movable fencing to facilitate large vehicle access if needed for maintenance or events like the fall fair. The excavation in the intersection can be expanded to accommodate conduit for electrical power hookups needed for the rooftop solar installations. SunSaver will help pay for this work as it benefits the FIT 4.0 installations on the roof of the community centre. Additional landscaping and tree planting will be possible in front of the building in consultation with the TLC Coordinator.

Facilities and Public Works staff has reviewed the layout and are generally in support of the changes. Access to the Fall Fair will be impacted by the overall project due to the late grant decision delaying project start to later this summer. Staff will work with the Fall Fair and Kinsmen prior to proceeding to ensure the design addresses any concerns they may have. It is hoped work is completed this fall so that access to the facility is paved with one lift of asphalt during the upcoming ice season.

An extension will be needed to finish the entire George Street project with final asphalt likely in spring 2018. Moorefield is the lowest bidder for this work and will be looking to start later in the summer as spring projects delayed by early rains are caught up. Subject to final award any added cost for this work can be funded by unspent road portion of the George Street project (not grant eligible).

COMMENTS:

Council is asked to approve the layouts as presented so that final details can be firmed up with Triton and staff before construction begins. If Council wishes to reduce the amount of parking in the Clifford Elora layout, staff could build only one section leaving more

landscaped grass for Homecoming. Next year the contractor on the Main Street could install the rest of parking area during downtown reconstruction.

Clifford Arena improvements are necessary for many reasons and should not be delayed so work can occur before Homecoming. Staff believes paving and line painting will make this parking lot much more efficient and functional and continue to improve urban design in this area. Improvements to the Harriston facility entrance improve safety, recognize history and improve the overall look of the property. Staff is pleased that there was cross departmental communication to make good project better while avoiding future costs to correct problems.

FINANCIAL CONSIDERATIONS:

The Clifford Elora Street parking lot work can be funded in part from the connecting link work and partly from land sales. Staff work on preparing and grading the site is covered by operating funds.

The Clifford Arena work is covered by the $50,000 budget for paving with overages in Public Works Roads operating.

The Harriston Minto Complex improvements are funded by the George Street capital budget (not grant eligible), and an allocation from SunSaver 2.

RECOMMENDATION:

That Council receives the C.A.O. Clerk's June 15, 2017 report and approves the Parking Lot Layouts Clifford Elora Lands, Clifford Arena, and Harriston Minto Community Centre.

Bill White C.A.O. Clerk

TOWN OF MINTO
DATE: June 15, 2017
REPORT TO: Mayor and Council
FROM: Bill White, CAO/Clerk
SUBJECT: Delegations 2017 AMO Conference

STRATEGIC PLAN

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

BACKGROUND:

The 2017 AMO Conference is August 13-16 in Ottawa. Council had no delegations at the Ontario Good Roads Association (OGRA), Rural Ontario Municipal Association (ROMA) or the Federation of Canadian Municipalities (FCM) conferences in 2017. Last summer at AMO the Town had successful delegations to Minister of Finance regarding eliminating Tax Rebates for Absentee Landlords and the Attorney General on Harriston Lawn Bowling land transfer.

The following are delegations since 2011:

- February 2011 OGRA/ROMA Minister of Infrastructure Bob Chiarelli access to Provincial Gas Tax
- August 2011 AMO Rick Bartolucci Ministry of Municipal Affairs downtown incentives
- February 2012 OGRA/ROMA then Minister of Municipal Affairs Kathleen Wynn Source Water Protection integration with Provincial Policy;Attorney General John Gerretson Joint and Several Liabilities
- August 2012 AMO Minister of Environment James Bradley Source Water Protection Implementation
- February 2013 OGRA/ROMA Minister of Environment James Bradley Source Water Protection Implementation, Town of Minto Resolution; Minister of Transportation Glen Murray Connecting Link Funding
- August 2013 delegation Parliamentary Assistant to Minister of Transportation jointly with Wellington North and North Perth regarding restoration of the connecting link program
- February 2014 Minister of Municipal Affairs Linda Jeffrey Streamlining Municipal Reporting
- August 2014 Parliamentary Assistant to Minister of Municipal Affairs regarding streamlining reporting and Public Sector and MPP Accountability and Transparency Act; Deputy Premier Deborah Matthews Public Sector and MPP Accountability and Transparency Act; Minister of Agriculture Jeff Leal Rural Ontario Municipalities Economic Development Update; Minister infrastructure Sustainable Infrastructure Funding Model

- February 2015 Minister of Municipal Affairs Ted McMeekin Streamlining Municipal Reporting; Associate Minister of Health with responsibility for Long-Term Care Hon. Dipika Damerla, Strong Health Care Options Rural Ontario
- February 2016 Minister of Environment and Climate Change Glen Murray Regarding Infrastructure Resiliency, Climate Change Funding ("cap and trade")
- August 2016, Yvan Baker, Parliamentary Assistant to Minister of Finance, Tax Rebate Municipal Act Section 364; Yasir Naqvi, Attorney General, Harriston Lawn Bowing Transfer

2016 saw particularly useful delegations that had almost an immediate impact. While delegations do not always result in action by the Province, the cumulative impact of this effort from all municipalities can impact future policy.

COMMENTS:

Staff provided information to Council on potential changes to the Labour Relations Act and Employment Standards Act centered on vulnerable workers. A resolution was approved and sent to the Province noting Town concerns with added reporting for municipalities, flexibility around winter snow removal staff, part time worker obligations, and potential rule changes around frustrated employment, notice and termination without cause.

Legislation for Fair Workplaces and Better Jobs was since introduced by the Province, and while Town staff are not typically "vulnerable employees" the legislation could have unanticipated impacts. Legitimate employers could incur significant added costs even though they employ few, if any, vulnerable workers, while employers with vulnerable works may not be end up measurably improving working conditions. A delegation to seek clarification and updates to the legislation could be in order.

Bill 68 Modernizing Municipal Legislation received Royal Assent and is now in effect. Municipalities across the Province are adjusting to new rules and there are regulations to be posted. The Town is well positioned with many of the required policies and provisions in place including a code of conduct and tree planting policy. While the final legislation eliminated the authority of an integrity commissioner to initiate their own investigations, municipalities are required to hire an integrity commissioner. A delegation may be in order to garner further understanding of timelines and implementation requirements.

Much progress has been made in the area of infrastructure funding. The issue of stacking grants to help municipalities find the resources to match funding from senior levels of government remains. AMO staff has been persistent providing information on the 10 year shortfall between revenues and expenses for municipal operations across the Province. Even though infrastructure spending increased $2 billion between 2003 and 2013, $4.9 billion more is needed between 2016 and 2025. This is up from $3.6 billion identified in 2016 by AMO. Without another revenue source increases property taxes of 8.35% are needed annually to meet the shortfall.

AMO research shows 90% of people agree safe infrastructure is a priority, 76% concerned property tax will not cover future costs, and over 55% support a 1% increase in HST to support local infrastructure. A delegation supporting access to the HST exclusively for municipal infrastructure is an option.

FINANCIAL CONSIDERATION:

Delegations are at no additional cost to the Town. Deadline for requests is June 28.

RECOMMENDATION:

That Council receives the June 15, 2017 report from the C.A.O. Clerk regarding delegation requests 2017 AMO Conference and that Council provides direction on issues of concern that may warrant a delegation request.

Bill White, C.A.O. Clerk

Ontario
Randy Pettapiece, MPP
Perth-Wellington

Perth-Wellington Constituency Office
Stratford, Ontario

May 26, 2016

Hon. Kathleen Wynne, MPP
Premier of Ontario
Room 281, Main Legislative Building
Queen's Park
Toronto ON M7A 1A8

Open Letter to the Premier of Ontario

Dear Premier:

Many of my constituents have contacted me regarding your government's deeply flawed draft "Climate Change Action Plan." They are right to be concerned about your $7-billion draft plan as revealed in media reports. As it was described, you intend to:

- Ban natural gas heating for homes and small buildings built in 2030 or later;
- Ban natural gas from all buildings by 2050; and
- Spend $3.8-billion in new subsidies to retrofit existing buildings and move them off natural gas.

Many people in Perth-Wellington rely on natural gas—and many more would benefit if the necessary infrastructure were in place, as it is in much of urban Ontario. Your draft plan is already undermining confidence in the viability of future investment in natural gas infrastructure. In addition, your draft plan strangely contradicts current government policies encouraging the use of natural gas. Just last year, your government announced the Natural Gas Access Loan and Natural Gas Economic Development Grant—both targeted to rural and remote areas now unserviced by natural gas.

The bottom line is this: your draft plan would mean even higher energy costs for individuals, families, businesses, farms and municipalities. As you know, they are already paying among the highest electricity rates in North America as a direct consequence of your policies. If forced to convert from natural gas to electric heating, the average household heating bill would rise sharply by $3,000 a year. That's in addition to up-front conversion costs of $4,500. If it is your position that we in Perth-Wellington can afford this, you are sorely mistaken.

.../2

We recognize your draft plan is not yet government policy. However, we in the official opposition have repeatedly asked you to clarify your intentions but you have refused to do so. Your promises not to ban natural gas ring hollow when, at the same time, you are refusing to disavow the effective ban as contained in your draft plan. Your lack of consultation, lack of transparency and lack of interest in the energy needs of rural and small-town Ontario is completely unacceptable.

As you should know, your draft plan comes as many communities, including Perth East, which I am privileged to represent, are actively trying to secure approval for natural gas access. Communities have been working on this over a period of years, and I have consistently supported them. I wrote to you and your ministers of energy and economic development to do everything possible to support natural gas access in Perth East. Last week I questioned your Minister of Energy on your draft plan, but he provided no reassurance whatsoever.

We need you to abandon your draft "Climate Change Action Plan," and we need you to do it now. Our future ability to access clean, affordable energy, including natural gas, hangs in the balance.

I look forward to your response.

Sincerely,

Randy Pettapiece, MPP
Perth-Wellington

c: Hon. Bob Chiarelli, Minister of Energy
Hon. Glen Murray, Minister of the Environment and Climate Change
Hon. Brad Duguid, Minister of Economic Development, Employment and Infrastructure
Hon. Jeff Leal, Minister of Agriculture, Food and Rural Affairs
Municipalities in Perth-Wellington

TOWN OF MINTO
DATE: June 16, 2017
REPORT TO: Mayor and Council
FROM: Bill White, C.A.O. Clerk
SUBJECT: Ann Street Lot Bids

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

At the May 2, 2017 meeting Council passed the following resolution:

> **MOTION: COW 2017-115**
> **THAT Council receives the C.A.O. Clerk's April 28, 2017 report regarding Ann Street Lot Sale Process and that Council supports the bid process for Blocks C and D as outlined with intake dates of June 9 and September 8, 2017, and construction started by November 1, 2017.**

A bid form was emailed May 5 to past purchasers and advertisements placed in the two local papers. The bid form contained the following general terms to apply to all bidders:

- compliance with Town standard covenants (not for resale or speculation)
- Obtaining a building permit as a condition of closing to start construction by November 1, 2017 (earlier start preferred)
- No other land transactions are pending on Ann Street;
- Offer of one lot per person or company; multiple lots with delayed closings not preferred
- Minimum bid $28,000 includes 1 connection for water and 1 connection for sewer
- Identify whether single family or semi-detached lot to be constructed; added cost for semi
- Town assign lot based on availability/interest, and must meet its disposition of land policy

The signed bid form accompanied by a certified deposit is to form the agreement of purchase and sale. Six bids received are summarized below:

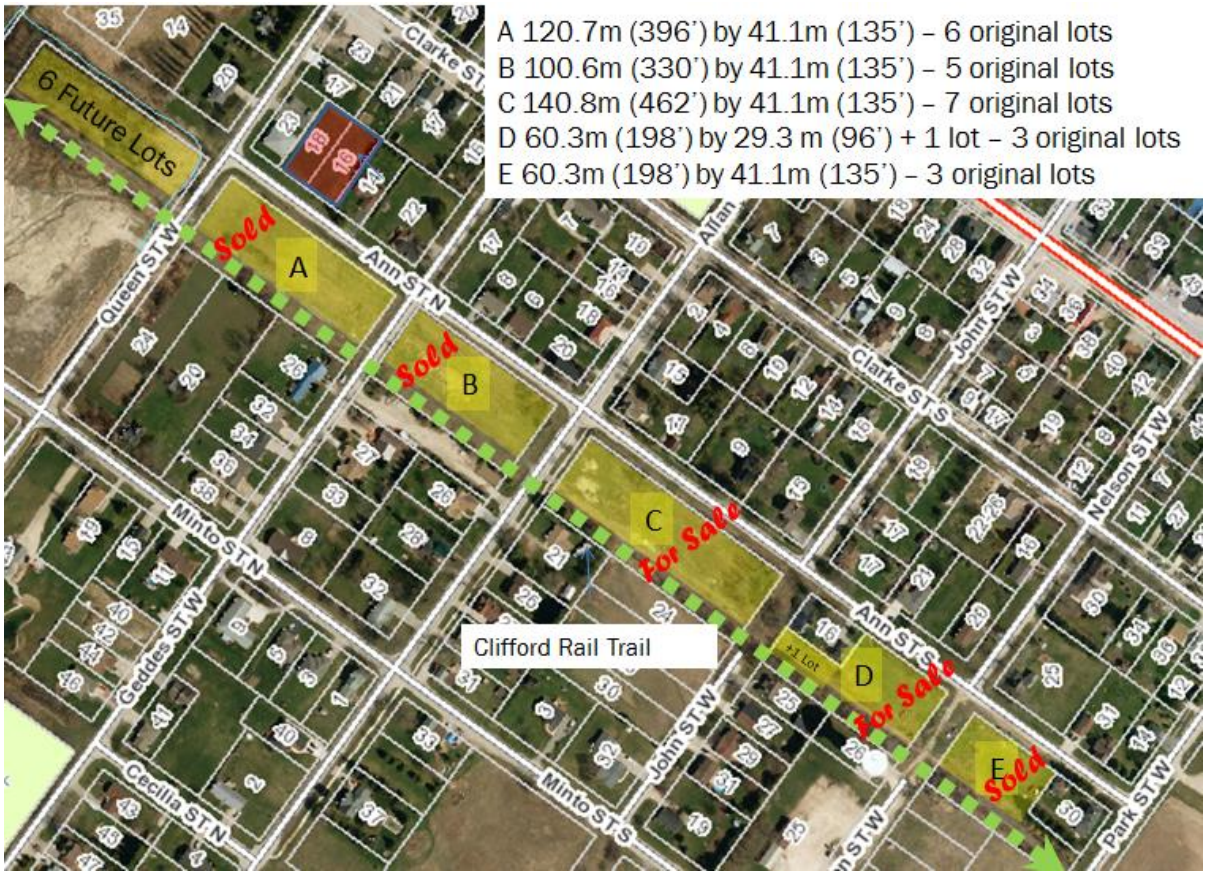
Name	1st	Offer	2nd	Offer	3rd	Offer	Type	Closing	Deposit
A	306	$30,000	307	$30,000	305	$30,000	single	Aug-01	$3,000
B	310	$35,100	308	$31,000	307	$31,000	single/semi	asap	$3,510
C	307	$30,000	306	$30,000	305	$30,000	single	Nov-01	$3,000
D	306	$30,000	307	$30,000	308	$30,000	single	Nov-01	$3,000
E	310	$35,100	304	$35,100	307	$35,100	semi	Aug-18	$3,510
F	309	$31,501	308	$31,501	307	$31,501	single	Jun-30	$3,150
		$191,701							$19,170

Purchaser's A, B, C and F receive their first choice of lot, Purchaser D their third choice, and purchaser E their second choice. This mainly based on the earliest available closing date as overlap in lot choices have the same price. There is one purchaser that has an interest in other lots yet to close, but has legally separated the transactions by using both his company and personal names.

Moorefield was awarded the tender to service Block C and D, and at the pre-construction meeting the start date was set for completion late summer early fall. Two of the lots will close in June or early July and want to begin construction right away. Moorefield and Triton are aware that two lots will start during the servicing work and will need to be accommodated. The remaining four lots will close in the late fall when servicing is done.

COMMENTS:

If the six sales proceed as a result of the bids, only four of the 24 lots in Block A through E will remain. Three of the remaining lots are in Block D and one lot in Block C will be subject to a second bid process concluding September 8. Currently there are about 10 houses underway or completed already with these six purchases there will be at least 16 homes completed or underway on Ann Street.



The following shows the trail in green retained by the Town, and lots sold (yellow) and available (red) in Blocks C and D.

The lots were previously declared surplus by Council and notice posted of their pending sale.

FINANCIAL CONSIDERATIONS:

The Town bought the former rails lands for $440,000 which included Blocks A through as well as land north to West Heritage Street and south to the 13th Line. Sale of 20 lots in Blocks A through E to date will amount $512,701; with final sale of the remaining four lots total sales should exceed $610,000. Proceeds from sales are directed to pay off the debenture for the original purchase of $440,000 to settle the lawsuit and to fund the Town purchase at the corner of Allan and Elora Street.

The sale of these lots, the former Clifford Ballfield, and two infill lots for housing across from Block A have resulted in $838,000 in actual or pending sales revenue to the Town (less legal and survey costs). When all transaction are complete 46 new residences will be built in Clifford from these sales including at least 24 homes within Blocks A through E, 14 homes on the former ballfield and 8 apartments on the two Ann Street lots.

RECOMMENDATION:

That Council receives the C.A.O. Clerk's June 16, 2017 report regarding Ann Street Lot Bids and that Council approve proceeding with final sales as follows:

Purchaser A Lot 306 $30,000 closing August 1/2017
Purchaser B Lot 310 $35,100 closing Asap
Purchaser C Lot 307 $30,000 closing November 1/2017
Purchaser D Lot 308 $30,000 closing November 1/2017
Purchaser E Lot 304 $35,100 closing August 18/2017
Purchaser F Lot 309 $31,501 closing June 30/2017

Bill White, C.A.O. Clerk

TOWN OF MINTO
DATE: June 5, 2017
REPORT TO: Mayor and Council
FROM: Bill White C.A.O. Clerk
SUBJECT: Petition Clifford Residents Maintenance of Natural Area

STRATEGIC PLAN:

10.1 Protect natural areas and floodplains, encouraging bio-diversity, and increase public awareness of guidelines for pesticide use, hazardous chemicals, and noxious weeds in residential areas

10.2 Promote urban forestry, low maintenance landscaping and park development to create more environmentally diverse green spaces including pursuing small plots/community gardens/remote plots in public space.

BACKGROUND:

The attached petition submitted to the Mayor on or near May 24 requests Town owned lands shown below on south/east side of Nelson St between Brown and William Street Clifford be cleaned up in time for Homecoming. The lands are zoned natural area in the zoning bylaw recognizing their sensitive nature and potential for flooding from Coon Creek.

Staff spoke with the Gerber's about the request and advised there was no budget for major work this year, and that the zoning prohibits re-development except as a natural area. Apparently one of the neighbours is cutting the boulevard, but otherwise this land is naturalized with a mixture of fallen trees, brush and mature trees. TLC Coordinator Paul Judge looked at the property and advised that some weed whipping and tree planting could help the area mature in a more attractive way. Staff is prepared to undertake this minor maintenance.

COMMENTS:

The Town has allocated significant funds for Clifford recreation, trail and parkland development over the last seven years including refurbishing the arena, community hall, playing fields, and more recently land acquisition and redevelopment at the corner of Allan

and Elora Street. Not every municipal property is a candidate for a landscaped municipal park, and in general the lands are reasonably attractive as they naturalize over time.

If it is Council's direction staff could consult with landscape design professionals, the Saugeen Valley Conservation Authority and Clifford residents to investigate potential parkland development in the context of the natural area designation on the lands. This information could come forward through the Parks and Recreation Advisory Committee for budget consideration in 2018, but completing this work in time for Homecoming is not possible. Staff is working hard on improving all facilities and parks in Clifford and throughout Minto in preparation for Communities in Bloom and numerous other events including Clifford Homecoming.

FINANCIAL CONSIDERATIONS:

Existing budget can be used to do minor weed control and tree planting through the TLC Coordinator.

RECOMMENDATION:

That Council receives the C.A.O. Clerk's June 5, 2017 report and petition from Clifford Residents regarding maintenance of the natural area on south/east side of Nelson St between Brown and William Street.

Bill White C.A.O. Clerk

page 1

May 18 2017

We, the people of Clifford, would like to see, the property beside Coon Creek between William Street and Brown Street, known as Nelson Street, cleaned up. This lot of land is overgrown with down, decaying trees, head height weeds, burdocks etc.

Perhaps if decent landscaping was done, it would be an ideal asset to the Town of Clifford. With the 2017 Home Coming in August 4-7, lets show our pride in our Community. As it lays now, it is a disgrace.

Eleanor Huber
Doug Reich
J. Vic Palmer.
Rol Palmer
Georgie Hutchison
Bonnie Hutchison
Shirley Dickinson
Blanche Freeman
Helen & Bruce Kreller
[illegible]
Fran Daul
Isabel Sarek
Ann Bowen.

page 2

5

Arthena Underwood
Eleanor Michalosky
Marion Hylie
DON SENEK
Jean Jonsson
Christopher Herman
Jan T
Elsie & Larry Grummett
Lyle Murray
Alicia Murray
Lois Hawton
Edith Henry
Shirley Murray
Marion Dilbecker
Jean Field
Elaine Field
Marion Wylie
Esther Halisman
Brenda Lemmings
H G Giles
Marian Doyle
Frank Dickinson

delivered by Eleanor Gerber
519-327 8550.

TOWN OF MINTO

DATE: June 16, 2017
REPORT TO: Mayor and Council
FROM: Bill White C.A.O. Clerk; Mike McIsaac Road Foreman
SUBJECT: Triton Engineering; Harriston George Street Tender

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.

11.3 Develop a transportation plan that includes a roads and bridges inventory and capital replacement program keeping in mind sustainable funding sources, impact on tax rate, and minimum construction and maintenance standards.

BACKGROUND:

The 2017 budget includes $1,430,000 to re construct George Street from Arthur to Young Street in Harriston. The project is funded under the Community Water and Wastewater program for $750,000 toward water and waste water replacement. The project includes underground service replacement, road reconstruction, curbs and sidewalk replacement.

Triton coordinated the tender for this work and provided the attached bid summary. The lowest bid is from Moorefield Excavating at $1,182,571.10. They were also the successful bidder for Ann Street reconstruction.

COMMENTS:

Staff and Triton were pleased to have two competitive bids for this work. The delay in grant approval will cause the project to carry into 2018; a request for extension will be sent to Infrastructure Ontario. The goal is to finish servicing work and road reconstruction to first lift of asphalt this year, with final paving and project completion in 2018. Curbing and final lift of asphalt on George Street North can also be finished next year as most new homes on the former Senior School lands fronting on the street will be complete.

FINANCIAL CONSIDERATIONS:

Including engineering and contingency total project cost is $1,359,956.77 plus HST which is within the Town's $1,430,000 (after HST remittance) budget. The Town's $680,000 share is to be funded by $250,000 borrowing, $88,000 from Federal Gas Tax, $75,000 from OCIF-Formula, $12,000 from taxes and user fees and $255,000 from reserves.

RECOMMENDATION:

That Council receives the C.A.O. Clerk and Road Foreman's June 16, 2017 report Triton Engineering; Harriston George Street Tender , and that the tender for reconstructing George Street South be awarded to Moorefield Excavating at a price of $1,182,571.10 plus HST.

Bill White C.A.O. Clerk

Mike McIsaac Road Foreman

TRITON ENGINEERING SERVICES LIMITED
Consulting Engineers

105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

June 15, 2017

Town of Minto
5941 Highway No. 89
HARRISTON, Ontario
N0G 1Z0

ATTENTION: Bill White
Chief Administrative Officer/Clerk

RE: TOWN OF MINTO
RECONSTRUCTION OF GEORGE STREET, HARRISTON
FROM ARTHUR STREET TO YOUNG STREET
CONTRACT NO.: 6618-17
OUR FILE: M6618A

Dear Sir:

Tenders for this project were received and opened in the Municipal offices shortly after 2:00 p.m. on Thursday, June 15, 2017.

Those present were Gordon Duff, Annilene McRobb, Bill White, Chris Clark and Contractor representatives.

The Tenders received were as follows:

CONTRACTOR			TENDER PRICE
MOOREFIELD EXCAVATING LTD.	HARRISTON	$	1,182,571.10
STEED AND EVANS LTD.	ST. JACOBS	$	1,284,750.00

The Tenders received have been checked for errors and omissions with no arithmetical errors

Therefore, we recommend that the contract be awarded to Moorefield Excavating Limited in the amount of $1,182,571.10 not including an allowance for Contingencies.

Attached for your information is a cost breakdown for the project based on the Tender prices submitted by Moorefield Excavating Limited.

We trust that this information is satisfactory for your present requirements and should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Chris Clark, P.Eng.

Encl.
cc: Gordon Duff, Treasurer, Town of Minto
Annilene McRobb, Deputy Clerk, Town of Minto

June 15, 2017

TOWN OF MINTO

RECONSTRUCTION OF GEORGE STREET, HARRISTON

CONTRACT NO. 6618-17

COST BREAKDOWN SUMMARY

BASED ON TENDER PRICES SUBMITTED BY MOOREFIELD EXCAVATING LTD

		TENDER PRICE
SECTION 1 – ROADS AND DRAINAGE	-	$ 794,793.20
SECTION 2 – SANITARY SEWERS	-	$ 178,995.10
SECTION 3 – WATER WORKS	-	$ 180,510.80
SECTION 4 – MISCELLANEOUS	-	$ 28,326.00
TOTAL CONTRACT PRICE (Excluding H.S.T.)	**-**	**$ 1,182,571.10**
ENGINEERING (SITE INSPECTION & CONTRACT ADMINISTRATION FOR CONSTRUCTION) INCLUDING GEOTECHNICAL & MATERIAL TESTING (ESTIMATED) & CONTINGENCY ALLOWANCE	-	$ 177,385.67
TOTAL ESTIMATED COST (Excluding H.S.T.)	**-**	**$ 1,359,956.77**

TOWN OF MINTO

DATE: June 15, 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 June 15, 2017

Administration	$ 1,721,677.50
People & Property	2,292.81
Health & Safety	
Health Services	
Building	
Economic Development	12,056.30
Incubator	1,369.74
Tourism	238.50
Fire	13,453.78
Drains	
Roads	70,183.79
Cemetery	
Waste Water	22,167.20
Streetlights	7,856.97
Water	13,926.28
Town Landscaping Care	1,294.98
Recreation	1,597.58
Clifford	6,926.47
Harriston	27,063.94
Palmerston	45,865.07
Norgan	4,738.01
	$ 1,952,708.92

COMMENTS:

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

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

FINANCIAL CONSIDERATIONS:

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

RECOMMENDATION:

That Council of the Town of Minto receives the Treasurer's report dated June 15, 2017 regarding Approval of Accounts, and approves the Town of Minto accounts by Department for May and June 2017.

Gordon Duff, Treasurer

The Corporation of the Town of Minto
By-law 2017-50

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 1 of the Town of Minto Zoning By-law 01-86 is amended by rezoning part of Part Lot 2, Concession 6, RP 61R-5840, Part 1, as shown on Schedule "A" attached to and forming part of this By-law, from **Extractive Industrial (EI)** to **Agricultural (A)** and **Natural Environment (NE)**.

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.

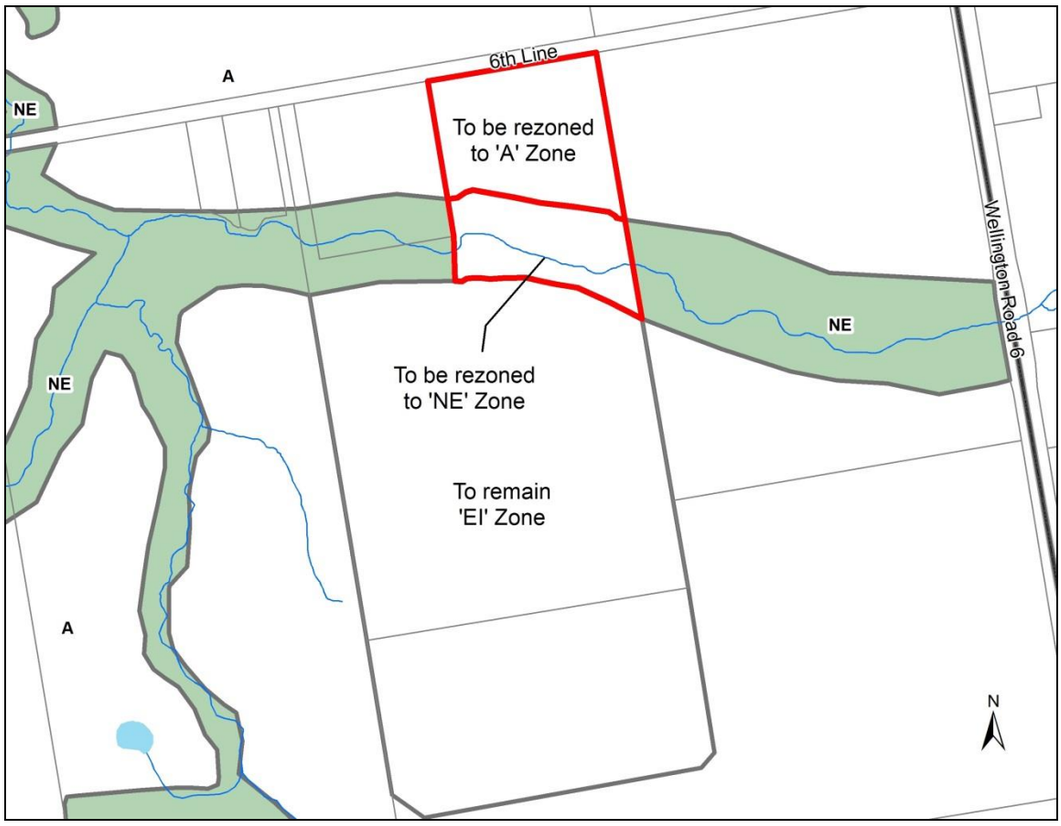
Read a first, second, third time and passed in open Council this 20th day of June, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

Town of Minto
BY-LAW NUMBER 2017-50

SCHEDULE "A"



EXPLANATORY NOTE
BY-LAW NUMBER 2017-50

THE SUBJECT LAND is located on Part Lot 2, Concession 6, RP 61R-5840, Part 1, municipal address 6729 6th Line. The property subject to the amendment is approximately 4.7 hectares (11.61 acres) in size and is currently vacant.

THE PURPOSE AND EFFECT of the amendment is to rezone the property from Extractive Industrial (EI) to Agricultural (A) and Natural Environment (NE) to allow for the construction of a single detached dwelling.

The Corporation of the Town of Minto
By-law 2017-51

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 1 - Town of Minto Zoning By-law 01-86 is amended by rezoning the lands described as Part of lot 16, Con 9, RP 60R-2212, Part 1, as shown on Schedule "A" attached to and forming part of this By-law, from **Agricultural (A)** to **Agricultural Exception (A-115)**.

2. THAT Section 36 Exception Zone 3 – Town of Minto, is amended by the inclusion of the following new exception:

36.115 Part Lot 16, Con 9	**A-115**	In addition to the uses permitted in the Agricultural zone, a commercial greenhouse shall also be permitted and shall be required to meet the requirements for an accessory structure.

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.

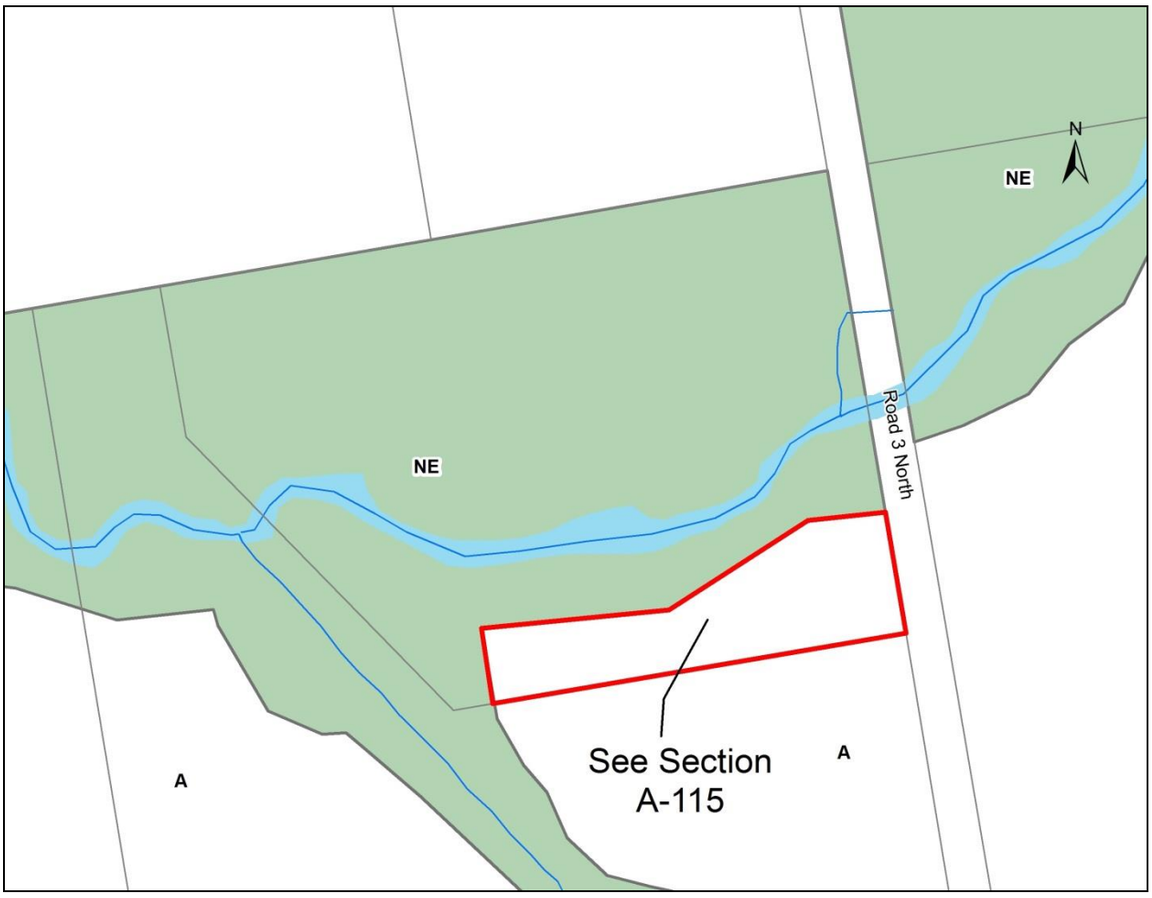
Read a first, second, third time and passed in open Council this 20th day of June, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

Town of Minto
BY-LAW NUMBER 2017-51

SCHEDULE "A"



EXPLANATORY NOTE
BY-LAW NUMBER 2017-51

THE SUBJECT LAND is located on Part Lot 16, Con 9 (Minto), RP 60R-2212, Part 1, municipal address 9304 Road 3 N. The property is approximately 7.16 ha (17.7 acres) in size and there is an existing single detached dwelling and accessory buildings on the property.

THE PURPOSE AND EFFECT of the amendment is to rezone the property from from Agricultural (A) to Agricultural Exception (A-115) to permit a commercial greenhouse on the property.

The Corporation of the Town of Minto
By-Law No. 2017-52

to Authorize the Execution of a Site Plan Agreement with Felix and Bernice Weber to permit an industrial addition at 111 Frank Lambier Court, 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; Felix and Bernice Weber, 111 Frank Lambier Court, Palmerston, legally described as Part Lot 24, Concession 1, Part 3 and Part 15 Plan 61R-20434, 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 Tri-Coat Wood Finishing Ltd attached as Schedule "A" to this By-law.

2. That the Site Plan Agreement shall apply to lands in The Town of Minto legally described as Part Lot 24, Concession 1, Part 3 and Part 15 Plan 61R-20434, 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 20th day of June, 2017.

_____

Mayor George A. Bridge

_____

C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 20th DAY OF JUNE, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

FELIX and BERNICE WEBER

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 6th day of June, 2017, the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";*

AND WHEREAS *the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on the 20th Day of June, 2017.*

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:

_____

Mayor George A. Bridge

Per:

_____

C. A. O. Clerk Bill White

FELIX AND BERNICE WEBER

Per:

_____

Owner Felix Weber

Per:

_____

Owner Bernice Weber

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:

Lot 24, Concession 1, Part 3 and Part 15 Plan 61R-20434, 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) Site Plan Project Number 17-1693SP prepared by J Don MacMillan Limited for J A Devries Construction Inc. Dated June 8/17

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 June 20 2019.

2. Security
Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of $2850 (amount) to this Agreement.

The security includes $2850.00 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 from the front wall of the building to Minto Road 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" within one year of the paving of Minto Road in front of the subject property. Until that time, Dust mitigation shall be undertaken by the Owner.

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. Servicing 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.

22. Sign Permits
That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:

   i) installation of sewer and water service laterals if necessary.
   ii) curb cuts and curb replacements if necessary.
   iii) sidewalk replacements if necessary.
   iv) utility plant relocations if necessary.
   v) installation of the storm sewer if necessary.

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town
of Minto
5941 Highway 89, Harriston, ON 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 No. 2017-53

to Authorize the Execution of a Site Plan Agreement with JP Horrigan to permit an industrial addition at 121 Frank Lambier Court, 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; JP Horrigan, 121 Frank Lambier Court, Palmerston, legally described as Part Lot 24, Concession 1, Part 2 Plan 61R-20434 and Part 5 61R-20490, 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 Tri-Coat Wood Finishing Ltd attached as Schedule "A" to this By-law.

2. That the Site Plan Agreement shall apply to lands in The Town of Minto legally described as Part Lot 24, Concession 1, Part 2 Plan 61R-20434 and Part 5 61R-20490, 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 20th day of June, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 20th DAY OF JUNE, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

JP HORRIGAN INVESTMENTS INC.

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 6th day of June, 2017, the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";*

AND WHEREAS *the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on the 20th Day of June, 2017.*

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:

_____

Mayor George A. Bridge

Per:

_____

C. A. O. Clerk Bill White

JP HORRIGAN

Per:

_____

Owner James Horrigan Investments Inc.

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:

Lot 24, Concession 1, Part 2 Plan 61R-20434 and Part 5 61R-20490, 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) Site Plan
2) Grading Plan
3) Drainage Plan

Such plans prepared by Trevor Reading; John Ernewein Ltd. submitted June 6, 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 June 20 2019.

2. Security
Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of $2850 (amount) to this Agreement.

The security includes $2850.00 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 from the front wall of the building to Minto Road 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" within one year of the paving of Minto Road in front of the subject property. Until that time, Dust mitigation shall be undertaken by the Owner.

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. Servicing 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.

22. Sign Permits
That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:

   i) installation of sewer and water service laterals if necessary.
   ii) curb cuts and curb replacements if necessary.
   iii) sidewalk replacements if necessary.
   iv) utility plant relocations if necessary.
   v) installation of the storm sewer if necessary.

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town
of Minto
5941 Highway 89, Harriston, ON 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 No. 2017-54

To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held June 20, 2017

WHEREAS the Council of the Town of Minto met on June 20, 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 June 20, 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 20th day of June, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White