



Tuesday, July 18, 2017

2:30 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 20 2017 Closed Session	
b. Labour relations or employee negotiations; Facilities and Building Departments	
4. Motion to Convene into Open Session	
5. Minutes of Previous Meeting	
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7. Resolution Moving Council into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business	
8. Public Meeting	
9. Delegations	
10. Public Question Period	
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16. By-laws

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| b. | 2017-60, County of Wellington Harriston Library Lease Agreement | 152 |
| c. | 2017-61, Sale of Palmerston Industrial Lands to Krosinski Enterprises Ltd | 178 |
| d. | 2017-62, Confirming Proceedings of July 18, 2017 Committee of the Whole/Council Meeting | 191 |

17. Adjournment



Council Minutes
Tuesday, July 4, 2017 3:00 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 at all or part of the meeting:

Bill White, C.A.O. Clerk
Annilene McRobb, Deputy Clerk, Recording Secretary
Somer Gerber, Business Development Coordinator
Terry Kuipers, Chief Building Official
Belinda Wick-Graham, Business & Economic Manager
Gordon Duff, Treasurer

1. **Call to Order 3:01 p.m.**
2. **Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act - None**
3. **Minutes of Previous Meeting**
 - a. **Regular Council Minutes of June 20, 2017**

RESOLUTION: 2017-136

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT the minutes of the June 20, 2017 Council Meeting be approved.

Carried

4. Additional Items Disclosed as Other Business

Councillors Dirksen, Elliott, Turton and Colwell, Deputy Mayor Faulkner and Mayor Bridge all declared items.

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

RESOLUTION 2017-137

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen

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

Carried

6. Public Meeting - None.

7. Delegations

- a. Howard Wray Triton Engineering Pedestrian Crossovers (see also item 12 c) 2.)

Mr. Wray presented information on the Type B Pedestrian Crossover (PXO) for the intersection of Main and William Street, Palmerston. He is working with Wellington County on the final design. Mr. Wray reviewed other standards for crossovers in the Ontario Traffic Manual and noted to obtain approval the design must meet warrants. Council discussed the requirements and confirmed the work will be finished before September if approval is timely.

MOTION: COW 2017-168

Moved By: Councillor Elliott; Seconded By: Councillor Turton

That Council receives the C.A.O. Clerk's and Road Foreman's June 30, 2017 report and the delegation from Howard Wray of Triton Engineering and directs staff to proceed to implement new pedestrian crossovers as follows:

1. Prospect Street (Town Road) at east entrance to Palmerston Public
2. Palmerston Toronto Street (County Road) and Prospect Street (Town Road)
3. Palmerston Main Street (County Road) and Brunswick Street (Town)
4. Harriston Arthur Street (Connecting Link) and George Street (Town Road)
5. Relocate current crossing Elora Street (Connecting Link) and Union Street (Town Road) to Elora St (Connecting Link) & William St (Town Road)
6. Palmerston Main Street (County Road) and William Street to be built by Town of Minto and assumed by County of Wellington subject to compliance with the Ontario Traffic Manual and approval by the appropriate road authority.

Carried

8. Public Question Period - None

9. Correspondence Received for Information or Requiring Direction of Council

- a. Environmental Commissioner of Ontario, Every Drop Counts, Executive Summary
- b. Irma DeVries, concern regarding cycling on town sidewalks
- c. County of Wellington, Bill 148 - Fair Workplaces, Better Jobs Act 2017
- d. Crime Stoppers Guelph Wellington, Summer 2017 Newsletter

- e. Ontario Ombudsman, 2016 2017 Annual Report
- f. Ontario Association of Fire Chiefs, Election to the Board of Directors for the Ontario Association of Fire Chiefs
- g. Ministry of Education, Plan to Strengthen Rural and Northern Education
- h. Wellington-Dufferin-Guelph Public Health, Rabies in Ontario
- i. Ontario Ombudsmen, The Watchdog June Newsletter
- j. Federation of Canadian Municipalities, Universal Broadband Must Reach Under-Served Communities

Deputy Mayor Faulkner noted item 9h) from Public Health regarding rabies in Ontario information; staff took as direction to link the Town website with the rabies information.

Council congratulated Fire Chief Chris Harrow on re-election to the Board of Directors for the Ontario Association of Fire Chiefs.

Councillor Dirksen noted item 9a) Executive Summary Every Drop Counts about energy efficient water and waste water systems. There is an item on treated water use on roads in the report. The C.A.O. Clerk advised this publication will be considered in the Minto Energy Strategy as it develops. Mayor Bridge advised of funding through FCM for strategies.

Councillor Dirksen asked for a staff report in response to Item 9 b) regarding cycling on Town sidewalks. C.A.O. Clerk White advised a poll of business last year had mixed results on regulating this issue.

MOTION: COW 2017-169

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen

THAT a report comes forward to Council regarding Item 9 b) Irma DeVries, concern regarding cycling on Town sidewalks.

Carried

MOTION: COW 2017-170

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

THAT Council receives the correspondence for information.

Carried

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

- a. Committee Minutes for Receipt
 - 1. Jamesway Manor Board Meeting Minutes of April 13, 2017
 - 2. Maitland Valley Conservation Authority Board of Directors Minutes May 17, 2017

MOTION: COW 2017-171

Moved By: Councillor Turton; Seconded By: Councillor Elliott

THAT the Jamesway Manor Board Meeting Minutes of April 13, 2017 and the Maitland Valley Conservation Authority Board of Directors Meeting Minutes of May 17, 2017 be received for information.

Carried

b. Committee Minutes for Approval

1. LaunchIt Minutes of April 18, 2017

c. Staff Reports

1. Somer Gerber, Business Development Coordinator, LaunchIt Minto Board Meetings

Launch It Business Development Coordinator Somer Gerber reviewed the minutes where a quorum was not present, and her report about LaunchIt Board structure. It is recommended an Executive Committee be formed consisting of the Mayor, Chair (Glenn Hall), Manager Business of Economic Manager (Belinda Wick Graham) and LaunchIt Coordinator (Somer Gerber) to meet as needed but no less than 4 times a year. The Board would host two events annually to continue to engage the business community. The C.A.O. Clerk suggested current appointments remain and be updated in 2018. The LaunchIt Coordinator noted Grand Openings Thursday July 6 in Palmerston for Body Adjust at 1:00 pm and 1:30 at Kimberly Stationary. The Elevate Ag Program met June 8 with regional partners Farmstart/Farmlink and work continues to gather support from the farming community.

MOTION: COW 2017-172

Moved By: Councillor Dirksen

Seconded By: Councillor Anderson

That Minto Council receives the LaunchIt Meeting minutes of April 18, 2017 for information, and approves the proposed LaunchIt Structure as outlined in the June 30, 2017 report from the Business Development Coordinator, and that any needed changes to the appointment bylaw be considered in 2018.

Carried

2. Economic Development Assistant, 2017 Harriston Street Party & Dance

Business and Economic Development Manager Wick-Graham reviewed the road closure request, hours of operation and activities at the event. Part of Maitland Street will be closed.

MOTION: COW 2017-173

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

That Council receives the June 30, 2017 report from the Economic Development Assistant regarding the Harriston Street Party and approves closure of Elora Street from Mill Street to Arthur Street in Harriston from 7:00 am Saturday August 12 to 1:00 am Sunday August 13.

Carried

3. Building Inspector, Site Plan Minto Road, Weale

Chief Building Official Kuipers reviewed the site plan for a multi-tenant light industrial building. Main building openings are on the north side away from nearby homes. Servicing, paving and landscaping details will be confirmed.

MOTION: COW 2017-174

Moved By: Councillor Turton; Seconded By: Councillor Elliott

Council receives the report from the Building Inspector dated June 30, 2017 regarding site plan approval by Shaun and Keira Weale and approves the submitted site plan, prepared by J Don MacMillan Limited submitted June 26, 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, final grading and drainage, paving, landscaping, and any other issues as staff see appropriate upon engineered review of the 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.

Carried

4. CAO Clerk, Recreation Service Manager, Facilities Manager, Central Booking Update
C.A.O. Clerk White noted staffing challenges in both Departments with maternity leave, illness, added facilities and busy event schedules. Another report on central booking and staffing issues is suggested for budget 2018.

MOTION: COW 2017175-

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

THAT Council receive the C.A.O. Clerk's, Facilities Manager and Recreation Services Manager June 19, 2017 report Central Booking Update, and requests a follow up report for the 2018 budget regarding staff resources in Facilities and Recreation Services Departments.

Carried

5. CAO Clerk, Roads and Drainage Foreman, Pedestrian Crossover Main and William Palmerston

See Item 7 a)

6. CAO Clerk Roads and Drainage Foreman, Additional Road Closures Clifford Homecoming
C.A.O. Clerk White reviewed the parade detour route parade and Brown Street and Allan Street closures near the main site. Public Works and Minto Fire will assist where possible, but traffic back up during the parade on the Saturday of the long weekend is likely.

MOTION: COW 2017-176

Moved By: Councillor Turton; Seconded By: Councillor Colwell

THAT Council receives the C.A.O. Clerk and Road Foreman's June 30, 2017 report regarding Additional Road Closures Clifford Homecoming, and Council approves the detour route

during the parade as outlined, and approves closing Allan Street from William Street to Brown Street, and Brown Street from Queen Street to the John Street Road Allowance during the even except for local traffic and emergency vehicles.

Carried

Councillor Colwell assumed the Chair

7. Treasurer, Approval of Accounts

Treasurer Duff noted the School Board payment made up the largest expenditure. Others included Minto Fire bunker gear, Harriston arena new doors and waste water camera work.

MOTION: COW 2017-177

Moved By: Councillor Dirksen; Seconded By: Mayor Bridge

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for June 30,2017 as follows: Administration \$632,908.63, Health Services \$226.95, Building \$3,226.73, Economic Development \$6,262.93, Incubator \$1,975.36, Tourism \$1,812.69, Fire \$35,404.62, Roads \$68,753.88, Cemetery & \$4,661.79, Waste Water \$20,515.77, Streetlights \$3,343.78, Water \$2,897.94, Town Landscaping Care \$1,301.41, Recreation \$6,823.58, Clifford \$7,754.54, Harriston \$31,818.60, Palmerston \$13,158.65, Norgan \$2,898.50.

Carried

Mayor Bridge returned to the Chair

d. Other Business Disclosed as Additional Item

Councillor Dirksen thanked everyone for their work during flooding last week as she had received many positive comments. She advised events were busy over the Canada 150 Long Weekend in Minto, noted the Harriston Foodland Grand Opening last week. The Harriston Minto Agricultural Society Ambassador of the Fair competition is this week. At the Wellington Health Care AGM held in June, new members were elected Brian Milne, Gary Shoemaker and Mike Wilson Brian McMahon is the Chair and Vice Chair is Kelly Ward.

Councillor Elliott advised the Palmerston Lion's Splash Bash July 1 was fantastic and thanked the Mayor for his donation to the free BBQ.

Mayor Bridge noted the Lion's arranged planting of a Vimy Ridge Oak tree during Splash Bash. The Lions' are making a shaded area at the Splash Park and bridge lights look great.

Deputy Mayor Faulkner noted how well received renovations to Harriston Foodland were at the opening. Four former owners were present at the Clifford Grist Mill Sign unveiling July 1.

Councillor Colwell stated how proud she was of staff for their work during the flooding emergency and reminded Council that August 17th is the Minto Chamber of Commerce BBQ.

Councillor Turton noted how the community is recovering from the stress of flood damage to their home, and thanked staff and Minto Fire. Unfortunately some people drove through traffic barriers during the flood. The Greys Slo pitch tournament is this weekend.

Mayor Bridge noted how training exercises helped prepared for this emergency. Public Works arranged for timely shut off of lift station power and well supply, while Minto Fire's water rescue training was deployed. He is proud of how the whole community responded. He noted his conversations with the Province Friday will hopefully lead to disaster relief from them for residents and small business. He asked if Council could meet July 18 for items delayed by flood recovery.

MOTION: COW 2017-178

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

THAT the Town of Minto Council met on Tuesday July 18, 2017 at 3 p.m.

Carried

11. Motion to Return To Regular Council

RESOLUTION 2017-138

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

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

Carried

12. Notices of Motion - None.

13. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION 2017-139

Moved By: Councillor Turton; Seconded By: Councillor Elliott

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

Carried

14. By-laws

a. 2017-55, Temporary Road Closure Harriston Savour the Street

RESOLUTION 2017-140

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell

THAT By-law 2017-55; To Temporarily Close Roads in Harriston on August 12 and 13, 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

- b. 2017-56, Authorize the Sale of certain Town owned Lands in Clifford fronting on Ann Street

RESOLUTION 2017-141

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

THAT By-law 2017-56; To Authorize the Sale of certain Town owned Lands in Clifford fronting on Ann Street; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

- c. 2017-57, Execution of a Site Plan Agreement with Shaun and Kiera Weale

RESOLUTION: 2017-142

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT By-law 2017-57; to Authorize the Execution of a Site Plan Agreement with Shaun and Kiera Weale to permit an industrial building Minto Road Palmerston; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

- d. 2017-58, Confirming Proceedings of July 4, 2017 Committee of the Whole/Council Meeting

RESOLUTION 2017-143

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen

THAT By-law 2017-58; To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held July 4, 2017; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

15. Adjournment 4:15 p.m.

RESOLUTION 2017-144

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

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

Ontario Human Rights Commission

A **BOLD** VOICE.

Annual Report | 2016 – 2017



Ontario
Human Rights Commission
Commission ontarienne des
droits de la personne

www.ohrc.on.ca

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June 30, 2017

Hon. Dave Levac
Speaker of the Legislative Assembly of Ontario
Room 180, Main Legislative Building
Queen's Park
Toronto ON
M7A 1A2

Dear Mr. Speaker:

Under Section 31.6 (2) of the Ontario *Human Rights Code*, the Ontario Human Rights Commission is required to submit a report on the Commission's activities for the previous fiscal period by June 30th of each year, to be tabled in the Legislature.

In this regard, I am pleased to provide you with the Commission's Annual Report of its activities from April 1, 2016 to March 31, 2017 entitled "A bold voice".

Yours sincerely,

A handwritten signature in cursive script, reading "Renu Mandhane".

Renu Mandhane, B.A., J.D., LL.M
Chief Commissioner
Ontario Human Rights Commission

A message from Chief Commissioner Renu Mandhane

Canada 150: from aspiration to action



This year, Canada and Ontario launched year-long celebrations to mark the 150th anniversary of confederation. The festivities reinforce Canada's brand:

a place where refugees are welcomed, diversity is celebrated, multilateralism is encouraged, and the future is bright. In short order, Canada has become the go-to foil to contrast against world leaders who peddle exclusion, isolation and fear. Even the *New York Times* is smitten – ranking Canada the number one place in the world to visit and declaring us “hip.”

Like you, I want to believe that Ontario is a place where diverse people can contribute to society without discrimination. To that end, the Ontario Human Rights Commission (OHRC) launched a new strategic plan that prioritizes reconciliation with First Nations, Métis and Inuit (Indigenous) peoples, enforcing human rights in the criminal justice system, recognizing that poverty is a human rights issue, and educating the next generation about rights and responsibilities. We have committed to put people at the centre of all our work, while advancing evidence-based and practical solutions to tackle the discrimination they face.

Indeed, amidst the self-congratulation, my conversations with Ontarians make it clear that our actions as a society need to catch up to our aspirations. In Kenora, we learned that the municipal council defeated a motion that would have varied a zoning by-law to allow for a desperately-needed emergency shelter to serve Indigenous people in the downtown core. At the Thunder Bay jail, we met a young man from Lac Seul First Nation, Adam Capay, who was held in solitary confinement for more than four years, with disastrous impacts on his health. In Toronto, African-Caribbean youth didn't just tell us about streaming – they lived it. We heard from racialized Francophone newcomers who face unique discrimination in employment in places like Hamilton. And in Ottawa, the Muslim community told us about the heightened anxiety they experienced after the Quebec City shooting, and mourned the death of Abdirahim Abdi at the hands of police.

Each of these conversations highlights the lived reality of systemic discrimination, and the ongoing



Paul Champ @PaulChampLaw

Paul Champ Retweeted BC Civil Liberties

Ontario Human Rights Commission has never been so relevant, unafraid to ask questions and speak out in principled way.

colonization of Indigenous peoples, many of whom see little reason to celebrate the sesquicentennial.

On each of these issues and many others, the OHRC has been a bold voice in support of vulnerable and marginalized people's human rights. We spoke out when it was difficult and even unwelcome. We waded into the tense debate around accommodating Friday prayers for Muslim high school students in Peel region. We spoke out against indefinite and arbitrary detention of migrants in provincial jails. We urged the Toronto Police Disciplinary Tribunal to consider racial profiling at the hearing of two police officers who detained at gunpoint and assaulted four Black teenagers walking to a tutoring session in Lawrence Heights (even after we were excluded from the proceedings).

Silence isn't an option. Not when brave people share their stories and experiences with us, often at great personal risk. And not when we know that human rights victories are rarely won by operating in a comfort zone.

Realizing human rights requires struggle and determination ... and a thick skin. The OHRC faced a chorus of disturbingly hateful social media messages, calls, and emails over the past year. But, while all the negativity can wear you down, it is a sure sign that we are no longer preaching to the converted. We are making people uncomfortable and urging them to wield power in a way that disrupts the status quo. It may not always seem like it, but this is what progress looks and feels like.

Our collective efforts are yielding results. We are charting new relationships with Indigenous peoples based on mutual trust and respect. We empowered youth to stand up to Islamophobia by working with the community to launch the "Break the Behaviour" campaign. We welcomed the introduction of anti-racism legislation, which

responds to long-standing calls for government-mandated data collection in key sectors like education, policing and child welfare. And we are cautiously optimistic about the government's commitment to correctional transformation brought about by our ground-breaking work on solitary confinement.

One hundred and fifty years is relative infancy for a country. So, like any milestone birthday, the jubilation should be coupled with reflection on the work that needs to be done to make sure that future celebrations are more inclusive and meaningful to all people who call Ontario home.

The path ahead won't be easy. We must forge nation-to-nation relationships with First Nations, Métis and Inuit peoples. We must recognize housing as a human right and protect people from discrimination based on their socio-economic status. We must rebuild racialized and Indigenous peoples' trust in public institutions. We must make success for all students a priority. In short, we must tackle systemic discrimination in all its forms and create a culture of human rights accountability.

In July, while visiting Ottawa, then-President Obama proclaimed: "The world needs more Canada." There is much work to be done before we can rightfully hold ourselves out as a model for other nations to emulate. So, let's get to work – only together can we create an inclusive society where everyone's human rights are a lived reality.

Renu Mandhane



Krista Pawley @KristaSP

Human rights are not political –
they are not right or left – they are universal
@RenuMandhane @EquitasIntl #pif <https://pbs.twimg.com/media/Cy9EdDCXAAALUho.jpg>

Thank you

This annual report is a testament to the talent, expertise and dedication of our staff and part-time Commissioners. Each one brings a unique perspective and passion to our work.

Thank you to our part-time Commissioners Raja Khouri, Fernand Lalonde and Ruth Goba for their many of years of service. And welcome to newly-appointed Commissioners Karen Drake, Rabia Khedr, Kwame McKenzie, Bruce Porter, Maurice Switzer and Léonie Tchatat, who each bring diverse and unique insights and experiences from across the province. As always, we are indebted to Commissioners Julie Lee and Errol Mendes who bring deep institutional knowledge.

Thank you also to our staff, whose knowledge and expertise ground all our work. Our staff team works hard to make our vision for Ontario a reality whether it be in Communications and Issues Management; Legal Services and Inquiries; Policy, Education, Monitoring and Outreach; or Centralized Corporate Services.

Finally, thank you to the other pillars of Ontario's human rights system. We are excited to continue to work closely with the Human Rights Legal Support Centre (HRLSC) and the Human Rights Tribunal of Ontario (HRTO) to fulfill the vision in the *Human Rights Code* (Code).



Outgoing commissioners Raja Khouri (left) and Fernand Lalonde receive parting gifts from Renu Mandhane

QUOTE

We know that our work has the most impact when we amplify the voices of the most marginalized people, and when the public echoes our human rights message and demands action.

- Renu Mandhane, OHRC Chief Commissioner

www.ohrc.on.ca

STRATEGIC PLAN

PUTTING PEOPLE AND THEIR RIGHTS AT THE CENTRE

Building Human Rights Accountability

2017 – 2022



Ontario
Human Rights Commission
Commission ontarienne des
droits de la personne

People at the centre



After extensive conversations with nearly 300 people representing over 80 community organizations, the OHRC released our five-year Strategic Plan, *Putting people and their rights at the centre: Building human rights accountability* in December 2016.

We were urged to use our unique mandate to address anti-Black racism, Indigenous reconciliation, Islamophobia, the rights of children and youth, and persistent discrimination in employment and in the criminal justice system. People called on us to get at the root of much of today's inequality: the ever-present risk of poverty faced by people with disabilities, people with diverse gender identities, and many others the *Code* is meant to protect.

As our society becomes even more diverse, the lived reality of people with privilege and power is easily contrasted against people who continually find themselves on the margins. Today, the voices of people who were once silent (or silenced) have grown louder in their demands for a more just society – and not tomorrow or sometime in the future, but *today*.



Janina @JFogels

Digging this vision, fresh commitments to reconciliation, crim justice system, education + poverty @OntHumanRights <http://goo.gl/4j8hdz>

We're one of three pillars

The OHRC is one of three pillars that together promote, advance and enforce the human rights of all Ontarians. The other pillars are:

- Human Rights Tribunal of Ontario
- Human Rights Legal Support Centre.

The OHRC's **Strategic Plan** aims to put people at the centre of key decisions we make as a society. It outlines a framework for dealing with human rights issues in four strategic focus areas.

We commit to:

- Embody human rights through reconciliation
- Enforce human rights in the criminal justice system
- Advance human rights by addressing poverty
- Promote a human rights culture through education.



Native Law Centre @NativeLawCentre

The Ontario Human Rights Commission plans to focus on 4 areas, including reconciliation with Indigenous communities <http://www.cbc.ca/1.3886819>

A bold voice

Our new strategic plan positions the OHRC as a bold voice on critical and emerging human rights issues, and as an institution that will use its functions and powers to make sure that people and their human rights are at the very centre of the decisions we make as a society.

Through a focus on reconciliation, the criminal justice system, poverty and education, we will address the discriminatory impacts of broader systems of colonialism, state power, resource allocation, and enculturation – which cause nearly all *Code*-protected groups, especially those with intersectional identities, to be marginalized and to have their disadvantage exacerbated or perpetuated.

Beyond our substantive areas of focus, we will aspire to be transformative in our approach. We will focus on our people, our community, developing evidence-informed approaches, and delivering practical advice.

We will continue to be a leadership voice across the full range of issues that fall within our mandate, and will retain capacity to address critical and emerging issues across all *Code* grounds and social areas.

These foundational strengths are the core – they will allow us to grow, learn, reflect and work towards our vision of an inclusive society where everyone takes responsibility for promoting and protecting human rights; where everyone is valued and treated with equal dignity and respect; and where everyone's human rights are a lived reality.

Four strategic focus areas

We will concentrate our proactive efforts on four strategic focus areas:

- **Reconciliation:** We will embody human rights by engaging in sustained trusting relationships with Indigenous communities that are built on dignity and respect, and by working to advance reconciliation and substantive equality.
- **Criminal justice system:** We will enforce human rights and reduce systemic discrimination by seeking accountability in the criminal justice system.
- **Poverty:** We will advance the field of human rights law by making clear how systemic discrimination causes and sustains poverty, and addressing poverty within a human rights framework.
- **Education:** We will promote and strengthen a human rights culture in Ontario that encompasses both rights and responsibilities, with a special focus on educating children and youth and addressing systemic discrimination in our education system.

This year's annual report reflects the OHRC's work related to our new strategic plan – and the results we are already seeing.



Laura Track @lktrack

Thrilled to see “addressing poverty as a human rights issue” named as a priority in @OntHumanRights new strat plan

Our vision:

We envision an inclusive society where everyone takes responsibility for promoting and protecting human rights; where everyone is valued and treated with equal dignity and respect; and where everyone's human rights are a lived reality.

We believe that the way to realize this vision is to activate and engage the full range of our functions and powers under the Ontario *Human Rights Code* and our institutional expertise to dismantle the complex, intersecting dynamics and conditions that foster and perpetuate systemic discrimination.

Our mission:

Our mission is to promote and enforce human rights, to engage in relationships that embody the principles of dignity and respect, and to create a culture of human rights compliance and accountability. We act as a driver for social change based on principles of substantive equality. We accomplish our mission by exposing, challenging and ending entrenched and widespread structures and systems of discrimination through education, policy development, public inquiries and litigation.

Face-to-face engagement

Meeting and speaking directly with communities across Ontario is an important part of making sure our voice reflects the lived experience of people in the community. Chief Commissioner Mandhane made 40 presentations across Ontario in 2016-2017. These ranged from keynote addresses to speaking on panels to appearing via video. Here are some examples:

- Keynote address, Ontario Association of Chiefs of Police (street checks, 50 attendees)
- Keynote address, Association of Native Child and Family Services Agencies of Ontario (Indigenous child welfare issues, 300 attendees)
- Panelist, Elizabeth Fry Reclaiming Advocacy Conference (solitary confinement, 200 attendees)
- Panelist, Canadian Institute (policing, street checks, 75 attendees)

- Keynote address, Ontario Association of Community Legal Clinics (access to justice, role of community partners, 150 attendees)
- Keynote address, Ontario Educators Conference (sexual orientation, gender identity, 250 attendees)
- Keynote address, OPSEU Human Rights Conference (we're all responsible for human rights, 80 attendees).



*Breaking bread at the
Mosaic Interfaith Annual Peace Meal*



Focusing on issues facing youth, with Office of the Provincial Advocate for Children and Youth Youth Amplifiers

Engaging on social media @OntHumanRights

The OHRC continues to have – and offer the community – an influential voice on social media. In 2015-2016, we had over 10,500 English and over 330 French followers on Twitter, and averaged 167,000 Twitter impressions per month. OHRC Chief Commissioner Mandhane is also active on Twitter, engaging directly with the public daily.



Talking about human rights with members of the Ontario Legislature Internship Programme



maskofbartman @alexhundert

@RenuMandhane, please make sure you talk to Anishinaabe folks abt deep & dangerous racism from cops and hospital in #Kenora.



Kavita Dogra @KaveetsD

On #HumanRightsDay I urge you to follow @hrw @HRWcanada @jhrnews @OntHumanRights and support the work they do in defending human rights.



The OHRC shows its support at the 2016 Toronto Pride Parade

"The LGBTQ rights movement has taught us that public displays of love can be acts of courage and strength... We will not take for granted what has been accomplished; we will strive for inclusion and for the elimination of hate."

- Renu Mandhane, Chief Commissioner

Ontario Human Rights Commission | www.ohrc.on.ca

Statement following the mass shooting at the Pulse Nightclub in Orlando, Florida

Starting in a “good way”: towards trusting relationships with Indigenous peoples



We are working towards strengthened relationships with Indigenous communities and groups; recognize colonialism, and address systemic racism, discrimination and inequality. We will work towards:

- Sustainable and trusting relationships with First Nations, Métis and Inuit communities in urban and rural areas throughout Ontario
- Greater understanding of the impact of colonialism on Indigenous peoples
- A human rights paradigm for Ontario that reconciles Ontario's human rights system with Indigenous frameworks, concepts, processes, and laws
- Accountability for systemic racism and discrimination against Indigenous peoples.

Our strategic focus

The OHRC will embody human rights by engaging in and sustaining trusting relationships with First Nations, Métis and Inuit communities and groups. These relationships will be built on dignity and respect, and on working to advance reconciliation and substantive equality. We will contribute to nation-wide efforts that recognize the enduring impact of colonialism on Indigenous peoples. We will work in collaboration to support Indigenous communities as they determine and advance their own human rights goals and priorities.

*“We have come to understand that any meaningful engagement has to be on Indigenous peoples’ terms, based on **their ideas** and experiences – **not ours.**”*

Chief Commissioner Renu Mandhane

www.ohrc.on.ca

Channeling children's voices: taking a closer look at child welfare

In December 2015, the OHRC made several commitments to take up the calls to action of the Truth and Reconciliation Commission. One key commitment was to use our mandate to inquire into the overrepresentation of Indigenous and Black children and youth in Ontario's child welfare system. To that end, we requested Code-disaggregated data from all Ontario Children's Aid Societies (CASs) in February 2016. The majority of CASs responded positively to our data request.

We have now completed a preliminary review of the data on admissions into care, and issues have come to light. First, we learned that CASs have not prioritized race-based data collection, and the data that exists is inconsistent, incomplete, and/or non-descript. As a result, Ontario still does not have solid data on the racial background or Indigenous ancestry of children in their care.

The OHRC has long called for disaggregated race-based data collection to help organizations more effectively monitor potential discrimination, identify and remove systemic barriers, address historical disadvantage, and promote equity in service delivery and programming. Data collection by CASs would enable them to improve outcomes and supports for Indigenous and racialized children and youth in care, and their families.

Despite these challenges, our analysis of the best information available raises red flags: Indigenous and African Canadian children and youth are overrepresented in care in many CASs across the province. These are Ontario-wide problems: the overrepresentation of Black children is not exclusively a Toronto-area problem, and the overrepresentation of Indigenous children is not merely a Northern Ontario or rural problem.

The disproportionality of admission into care data is an indicator of systemic discrimination, which may be the result of stereotypes and/or disparities in service. The end result is poor outcomes for children, youth and their families, and for society



May 10, 2016 was Jordan's Principle Implementation Day – the day the federal government was to implement this child first principle that calls on the government of first contact to ensure First Nations children can access public services – including health care – on the same terms as other Canadian children. Organizations across Canada commemorated this day – and urged Canada to meet its commitments – by posing with Teddy Bears, one of Jordan's favourite things.

as a whole. For Indigenous children and youth, the disparities have additional roots in colonialism, including the intergenerational trauma of residential schools and the Sixties Scoop.

That's why, in our submission to Ontario's review of the *Child and Family Services Act*, we urged the government to direct all CASs to collect and publicly report on disaggregated data on a regular basis. We also called on the government to work closely with the Indigenous and Black communities to develop a data-collection directive.

We are currently preparing a more detailed report on the data we requested from the CASs, and will release it later this year.

“

“[Y]ou can see that the seeds we plant in childhood have lifelong consequences. If we plant seeds of discrimination then we set in play a strong likelihood of a tragic and difficult adulthood. But if we plant seeds of justice and equality and culture that breeds self-confidence, we're going to see those same positive experiences grow throughout their lives.

What I don't want to see is another generation of First Nations adults having to recover from their childhoods as so many survivors of the residential schools have had to do and as so many families of the murdered and missing women are now doing.”

– Dr. Cindy Blackstock

Source: Human Rights Now, Amnesty Canada Blog, www.amnesty.ca

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“I work as a midwife, primarily with Aboriginal women, and have lost track of how many racist assumptions and mistreatments I've observed based on race. For example... calling social workers or child protection agencies because parents are young and native – massive profiling in the selection of who has that involvement.

Then, once that involvement starts, Aboriginal women are much more likely to have their babies removed for much more dubious reasons.”

– Mixed race, White and Aboriginal female, age 35-44



OHRC staff commemorated Orange Shirt Day on September 30, 2016, to recognize the enduring negative impact of residential schools

Seeing results

In September 2016, the Minister of Children and Youth Services announced that the government will make it mandatory for CASs across Ontario to collect race-based data in a consistent and meaningful way.

And Bill 89, which updates the Child and Family Services Act, addresses many of our recommendations, including:

- Designing services and placements that reflect the child's identity and needs related to creed, race, ethnicity, disability, gender identity and other grounds of the *Human Rights Code*
- Monitoring the application of the Act, including collecting data
- Reporting on the extent that child and family services are separating Indigenous and racialized children from their family environment, or otherwise not meeting their needs.

In March 2017, the Government of Ontario launched *A Better Way Forward: Ontario's 3-Year Anti-Racism Strategic Plan*, which responds to the OHRC's ongoing call for data collection. This plan sets out a framework and guidelines for collecting disaggregated race data. The goal is to strengthen and standardize race-based data collection, analysis and public reporting of disaggregated data by government and institutions.



Brad Gallant @BradGGallant

I just want my kids to go to school, a mall, an arena, watch tv or browse the web without institutionally sanctioned racism.
#NotYourMascot

Understanding the impact of cultural appropriation

Issues and debates around cultural appropriation took centre stage this year – in the context of schools, community sports, and even Major League Baseball.

The Human Rights Tribunal of Ontario (HRT) invited the OHRC to intervene in *Gallant v. Mississauga*, a case about the use of Indigenous-based team logos and names in its sports arenas operated by the City of Mississauga. The HRT invited us to intervene because the case raises issues of "significant public interest."

Brad Gallant, an Indigenous man and father, complained to the City of Mississauga about the use and display of Indigenous-based logos and team names in its sports arenas by five youth hockey associations.

Service providers, such as the City of Mississauga, have an obligation to ensure that their service environments are inclusive and free from discrimination and harassment against Indigenous peoples.

We conducted extensive outreach to learn more about the impact of the use of Indigenous-based sports logos and nicknames, and heard a variety of perspectives from Indigenous peoples.

The OHRC brought forward the perspectives of Indigenous youth, a group that is most directly affected by the issues in this case, by filing affidavit evidence from the Ontario Federation of Indigenous Friendship Centres' Aboriginal Youth Council. We also filed the evidence of an expert witness who researches the psychological impact of the use of Indigenous-based logos and names on youth.

The case continues at the HRT.

"I have reviewed relevant empirical research in the scientific literature that addresses the psychological impact of Indigenous-themed mascots, nicknames, and logos in sport. This emerging body of research has produced results that indicate that this practice has a negative impact on the psychological functioning of Indigenous people in number of ways, both direct (e.g., lower self-esteem, higher levels of negative affect, higher psychological distress, less possible selves, lower community worth) and indirect (e.g., stereotype activation, stereotype application, creating a racially hostile environment; generating dehumanizing images of Indigenous people)."

– Expert Report of
Jesse A. Steinfeldt, Ph.D., CC-AASP,
@IUSchoolofEd

Reconciliation starts with relationships

A key commitment of the OHRC is to regularly engage with Indigenous communities, organizations and leaders across Ontario, and to work together to find solutions to human rights issues that are of particular interest to Indigenous peoples.

The OHRC met with Chiefs and Band Councils across Ontario, leaders of Indigenous Friendship Centres representing urban Indigenous people, as well as Indigenous youth.

The OHRC also co-organized listening circles with Friendship Centres to help us understand concerns in diverse communities across Ontario, including Toronto, Thunder Bay, Sioux Lookout, Kenora, Fort Francis and Dryden.

*Stopping by the Sioux Lookout
Meno Ya Win Health Centre*



Stacy Laforme, Chief of the Mississaugas of the New Credit, shares his wisdom with OHRC staff

“Thinking until we feel”

Reconciliation requires all of us to commit to a better understanding of the history, culture, experiences, challenges and aspirations of Indigenous peoples across Ontario.

In a first step to build on this understanding, we worked with Commissioners Maurice Switzer and Karen Drake to plan a three-day conference for the entire OHRC staff and all of our Commissioners in March 2017.

Many Indigenous people have told us that we must “think until we feel.” This conference included elements that were both educational and moving.

The conference was opened by Mississauga of the New Credit elder Nancy Rowe, who was available throughout the three days to guide our journey.

The three days included sessions on Anishnaabe law and world views, the treaty relationship, and Indigenous peoples and organizations in Ontario. We heard directly from staff from the Chiefs of

Ontario, the Ontario Federation of Indigenous Friendship Centres, and the Métis Nation of Ontario.

We also learned from Residential School survivor Geronimo Henry. He talked to us about his experience at Mohawk Institute Residential School – called “The Mush Hole” by many survivors – and his long road to justice through the court system. He also talked about the promise of the Truth and Reconciliation Commission and some of the disappointments.

We visited Mississaugas of the New Credit First Nation and were hosted by Chief Stacey Laforme, and received teachings from Elders Nancy Rowe and Peter Schuler in Kinomaagaye Gamik Lodge on the reserve.

And we heard from Tasunke Sugar, a youth worker at Toronto Council Fire, who talked about the impacts of intergenerational trauma on the current generation of Indigenous youth, drawing on his own experience as a first-time father. We ended the three days by making moccasins to send to Indigenous mothers whose children are apprehended at birth by child welfare agencies.



The Moccasin Project is having an impact already!

On March 27 APTN highlighted an important announcement. [Its video included] some of the baby moccasins that were made through this project along with the eagle feathers that were gifted. Also present was the first family who received the moccasins along with their daughter who are all doing very well!

Thank you to all who have gotten involved and are helping create change :-)

– Jodie Williams, The Moccasin Project



Making moccasins, supporting people in crisis

Commissioners/staff reflect on the teachings...

"I loved the residential school survivor – his story was fascinating, but deeply disturbing."

"I'm honoured to have been invited to their home. I learned a lot about Indigenous systems, such as their model of child welfare, and I think there's a lot of learning that needs to be done for these systems to get their proper respect."

"I was particularly struck by Tasunke Sugar's presentation. I never properly understood the

concept of intergenerational trauma before. I'm inspired to see so much hope coming out of so much hardship."

"The sharing of the presenters' lived experiences was invaluable. We arrived at the community stuffed with academic 'knowledge of history and culture. By Friday afternoon what was in the head was joined by the heart."

Residential school survivor Geronimo Henry and traditional knowledge-keeper Nancy Rowe share their experiences



Traditional roundhouse, traditional learning



OHRC Commissioner Maurice Switzer teaches us about treaties

Enforcing rights in the criminal justice system: holding the police accountable



Addressing discrimination in policing will make Ontarians safer

For nearly two decades, the OHRC has raised concerns and called for change to eliminate systemic discrimination in policing. Our goal has been to eliminate practices that, in too many instances, have become part of the culture of policing in Ontario.

We called for a new approach to policing in a May 2016 submission to the Ministry of Community Safety and Correctional Services on its Strategy for a Safer Ontario and changes to the *Police Service Act*.

Our strategic direction

The OHRC will enforce human rights and reduce systemic discrimination and inequality experienced by people who are among the most marginalized in our communities by seeking human rights accountability in the criminal justice system.

OHRC Chief Commissioner Mandhane called this “a once in a generation moment to provide input and change the course of policing in Ontario.”



Our submission cited serious human rights issues that undermine public trust in policing: racial profiling of Black and Indigenous people, discriminatory use of force on people with mental health disabilities, inequity in funding for First Nations police services and discrimination in the investigation of missing and murdered Indigenous women.

We made 21 recommendations to end discriminatory policing and rebuild community trust. Examples are to:

- Require police services to establish human rights-based data collection and retention systems
- Adopt and implement all appropriate standards, guidelines, policies and strict directives to address and end racial profiling in policing
- Commission an independent, human rights-focused review of the provincial use of force model, make the result public, and commit to implementing any recommendations
- Meaningfully engage and work closely with Indigenous communities to understand the concerns and issues they face in the context of law enforcement; and work with the federal government to develop a clear action plan with detailed timelines to address these concerns
- Ensure that officers are disciplined, up to and including dismissal, when their behavior is consistent with racial profiling or discriminatory use of force on people with mental health disabilities and/or addictions.



QP Briefing @QPbriefing

Seen: OHRC points out flaws in new police carding rules

Reflecting community voices

The OHRC submission was endorsed by a broad range of community and advocacy groups, including:

- Aboriginal Legal Services
- African Canadian Legal Clinic
- ARCH Disability Law Centre
- Association of Black Law Enforcers
- Black Action Defense Committee
- Campaign to Stop Police Carding
- Canadian Civil Liberties Association
- Canadian Arab Federation
- Canadian Association of Black Lawyers
- Canadian Human Rights Commission
- Colour of Poverty – Colour of Change
- Empowerment Council
- Human Rights Legal Support Centre
- Jamaican Canadian Association
- Law Union of Ontario
- Metro Toronto Chinese & Southeast Asian Legal Clinic
- Ontario Federation of Indigenous Friendship Centres
- Peel Coalition Against Racialized Discrimination
- South Asian Bar Association
- South Asian Legal Clinic of Ontario
- Toronto Police Accountability Coalition.



“

One community, many voices ...

“As Black Law Enforcers, we live and work in two worlds that have allowed us to develop unique perspectives. *From the inside out* we fully support the work of the Commission and organizations from our community that are focused on creating transparent, fair, safe, and equitable policing.”

– Kenton Chance, Association of Black Law Enforcers, @ABLE_org

“There needs to be an inter-ministerial effort to enable people to get their basic human needs met, which for many will prevent a crisis that ends up in an encounter with police. Encounters with police can result in a stay in a hospital or a jail – but in human and economic terms, it costs so much less to provide affordable housing and a decent income.”

– Jennifer Chambers, Empowerment Council, @EmpowermentCoun

“The Ontario Human Rights Commission’s submission to the Ministry of Community Safety and Correctional Services re: the Strategy for a Safer Ontario addresses matters of importance to our community in general and specifically speaks to anti-black racism. Most importantly, its recommendations are a rational, informed and comprehensive approach for effective, sustainable and community-based policing.”

– Alton Brooks, Jamaican Canadian Association, @JCA_Ontario

“The Ontario Federation of Indigenous Friendship Centres support these recommendations that we hope will bring change to policing in Ontario. Racial profiling and discriminatory community-based policing practises negatively affect urban Indigenous people in disproportionate numbers. Policing that involves responsive community engagement and trust-building are keys to safer communities.”

– Kelly Patrick, Ontario Federation of Indigenous Friendship Centres, @TheOFIFC



Jean-Paul Boudreau

@Boudreau_Ideas

Ontario Human Rights Commission publishes a “bold blueprint” for policing reform
<http://on.thestar.com/1RFYRop> #onpoli



Inspirit Foundation @InspiritFdn

Ontario human rights commission calling for changes in policing. Will this shift policing practices on the ground?



“Neptune 4” case highlights issues with police oversight

The OHRC sought to intervene in the “Neptune 4” case being heard by the Toronto Police Service Disciplinary Tribunal. Four Black teens were arrested at gunpoint by police officers in 2011 while on their way to a tutoring session. Security video shows one of the teens being punched and pulled to the ground. The teens were not convicted of any offence. Ontario’s Office of the Independent Police Review (OIPRD) found that charges of officer misconduct were warranted. The OHRC argued that the case raised issues of racial profiling.

In June 2015, we filed a motion seeking leave to intervene as a “friend of the court” to provide written and oral argument on racial profiling to the Tribunal. More than a year later, in July 2016, the Tribunal denied our motion on jurisdictional grounds.

In a public statement, we said that the denial of our motion “illustrates the fact that the Ontario police complaints system cannot be relied upon to address racial profiling and is not sufficient to restore public trust,” and that the OHRC remains concerned that “there is no effective mechanism to hold police accountable for systemic discrimination.” We also called on the government to “require independent, arms-length and public monitoring of police services and police services boards regarding systemic discrimination.”



Julius Haag @HaagJulius

OHRC barred from obtaining ‘intervenor’ status in police disciplinary hearing for officers in ‘Neptune Four’ arrests



TorontoStar Verified account
@TorontoStar

Let Ontario Human Rights Commission take part in Toronto police profiling case:
#Editorial <http://on.thestar.com/29L7qER>

A Toronto Star editorial about our attempt to intervene said that “either the rules should be changed to allow hearing officers the right to grant organizations intervenor status in special circumstances, or the commission should apply for a judicial review of the hearing officer’s decision to create a legal ruling on the issue.”

Data collected by Ottawa Police Service consistent with racial profiling

In October 2016, OHRC Chief Commissioner Mandhane made a deputation at the Ottawa Police Services Board. We provided information about our report on the Ottawa Police Service’s (OPS) Traffic Stop Race Data Collection Project. The data was collected as a result of a 2012 settlement between the Ottawa Police Services Board and the OHRC, after Chad Aiken, a young Black man, filed a human rights complaint alleging racial profiling based on “driving while Black.”

As part of the settlement, the OPS agreed that its officers would collect race-based data on traffic stops for two years beginning in 2013. The OPS fully complied with the settlement and even went beyond what was required in its data collection efforts, resulting in a comprehensive police data collection initiative.

The researchers found that Black and Middle Eastern people experienced disproportionately high incidences of traffic stops, just as Mr. Aiken alleged in his human rights application. Young male Black drivers aged 16-24 were stopped 8.3 times more than would be expected based on their driving population. And young male Middle Eastern drivers were stopped 12 times more. Another concern was the result of the traffic stops of Black, Indigenous, Middle Eastern and other racialized drivers. The researchers concluded that “there was a greater propensity that these four racialized minority groups were traffic-stopped for nothing serious enough to be warned or charged, when compared with the White group.”

But collecting data is just one part of the story – and it is secondary to the devastating personal experiences of Chad Aiken and other people whose rights are often ignored, and who face great personal risk, all related to the colour of their skin or their religion.

When considered together with the personal accounts that led to the data being collected in the first place, the findings are alarming. They are entirely consistent with racial profiling, and cannot and should not be easily explained away. That’s why the OHRC – and racialized communities – were disappointed when the OPS took the position that the data did not “prove” racial profiling.



Desmond Cole Verified account
@DesmondCole

The community is demanding that police own up to racial profiling in Ottawa.

The OHRC called on the OPS to:

- Interpret the results in the context of the historical relationship between police and racialized and Indigenous communities in Ottawa and in Canada more generally
- Acknowledge that the high disproportionalities found in the data are strong circumstantial evidence of racial profiling
- Examine deployment strategies that lead to greater traffic stops for racialized people in “high crime” areas – which itself is likely to be a form of systemic racial profiling
- Put in place meaningful and effective measures to prevent and eliminate all forms of racial profiling.

We continue to monitor OPS’ efforts to address racial profiling in all its forms.

Seeing results: Justice Tulloch provides roadmap for more effective police oversight

Across North America, including in Ontario, marginalized peoples’ calls for changes to police oversight have grown louder, with frequent demonstrations and demands for a complete overhaul.

In November 2016, the OHRC made recommendations to the Independent Review of Police Oversight Bodies, led by the Honourable Justice Michael H. Tulloch.

This review provided a critical moment to enhance monitoring and accountability for systemic discrimination in policing, and we called on the government to take bold steps to promote a culture of human rights accountability and rebuild trust in law enforcement.

The lack of transparent, independent and proactive monitoring and investigation of police services, coupled with an effective mechanism to hold police accountable for systemic discrimination, have been at the very heart of movements like Black Lives Matter and advocacy around justice for missing and murdered Indigenous women and girls. Accountability also underlies the Truth and Reconciliation Commission of Canada's calls to action to all levels of government, to eliminate the over-representation of Indigenous peoples in custody over the next decade.

In early April 2017, Justice Tulloch released his report, which reflected many of the community's and OHRC's recommendations. Taken together, the recommendations provide a framework that would allow for better monitoring and accountability for systemic discrimination and rebuilding public trust, including:

- Demographic data collection by police oversight bodies
- Independent prosecution and adjudication of public complaints, with interventions by third parties
- The ability of the Office of the Independent Police Review Director (OIPRD) to initiate investigations in the public interest, even if no complaint is filed
- Mandatory social and cultural competency training for staff, developed and delivered in partnership with Indigenous and other community organizations
- Recruitment to ensure that staff and leadership more closely reflect the communities they serve.

Implementing the recommendations is essential, but systemic discrimination can only be addressed if there is a cultural shift within police oversight agencies themselves.

We will continue to monitor the government and oversight agencies' implementation of the recommendations, and will comment on future legislation when it is introduced.

Responding to reports of systemic discrimination and racism by the Thunder Bay Police Service

In October 2016, we met with leadership of the Thunder Bay Police Service (TBPS) to discuss concerns that leaders and members of the Indigenous community had brought to our attention relating to alleged racism and systemic discrimination. The TPSB leadership reaffirmed a public commitment to cooperate fully with the investigation into systemic racism in the TBPS by the Office of the Independent Police Review Director (OIPRD).

Following this meeting, we wrote to the TBPS advising that the allegations of racism and systemic discrimination within the TBPS require proactive, immediate and independent steps to build confidence and trust in the TBPS. We called on the TBPS and the TPBS Board to undertake proactive efforts to develop and sustain organizational capacity to address human rights concerns, and to publicly commit to a coordinated, time-bound, and appropriately resourced human rights organization change project.

The Thunder Bay Police Service made a public commitment to embark on a major human rights organizational change initiative, following the steps in our guide, *Human rights and policing: Creating and sustaining organizational change*. Senior staff visited Thunder Bay and delivered training to help the TPSB begin their independent work on this project.

We continue to monitor ongoing issues related to the Thunder Bay Police Service, and look forward to the forthcoming review by the Office of the Independent Police Review Director (OIPRD).

“Unfounded” – a human rights issue

In February 2017, Chief Commissioner Mandhane wrote an op-ed in the *Globe and Mail*, framing Robin Doolittle’s investigation into the practice of listing police reports of sexual assault as “unfounded” – as a systemic human rights issue. She wrote:

Like much of the systemic discrimination in the criminal-justice system, failure to properly investigate and prosecute sexual offences likely begins with an overreliance, whether consciously or unconsciously, on stereotypes. These stereotypes or rape myths are myriad and well-documented: stereotypes about the types of women who get assaulted, how they should behave during an assault and how they should behave afterward...

In the past few years, high-profile trials and low conviction rates for sexual assaults have spurred conversations about these myths and the role they play in the courtroom. The data that underpins The Globe’s series sheds new light on this conversation. It shows how these myths likely operate in police services across the country in a way previously shielded from public scrutiny. That is the power of data – it can shine a spotlight on an aspect of a problem that has previously been overlooked...

First, police must acknowledge systemic discrimination in policing. They should consider retaining third-party experts to perform an audit of their operations and collect data to identify the many circumstances where systemic discrimination occurs. They must enact policies and procedures to eliminate discretionary decisions that are often the breeding ground for discrimination. They must make sure that all officers and leaders receive rigorous training on systemic discrimination and human rights, ideally incorporating expert knowledge and the lived experiences of the groups most affected. They must ensure that their service reflects the community it serves...

Ava Williams, an 18-year-old Western University student, has filed a lawsuit against the London police officer and the London Police Services Board, after her sexual assault allegation was deemed “unfounded.” The lawsuit alleges the detective investigating the case relied on stereotypes and rape myths, which amounted to discrimination based on gender contrary to the *Charter of Rights and Freedoms*.

Finally, independent monitoring and accountability must become accepted and standard practice. This includes continuously collecting and analyzing data to measure systemic bias in policing, and disciplining officers who engage in discriminatory practices...

Sexual-assault survivors must be taken seriously. Minority communities must be able to go about their daily lives in peace. Indigenous people must have their lives valued. People with mental-health disabilities must be provided with police assistance when they are in crisis. As a society, we can do nothing less.



Ottawa Rape Crisis @ORCC8964

YES! Nailed it @OntHumanRights

Chief Commissioner @RenuMandhane on
#unfounded sexual assault cases and
#humanrights

Protecting the rights of trans persons in police custody: *Waterman v. Toronto Police*

In July 2015, the OHRC intervened in a Human Rights Tribunal of Ontario Application filed by Boyd Kodak, a trans man who alleged that he was discriminated against based on gender identity and expression by both the Toronto Police Service (TPS) and the Ministry of Community Safety and Correctional Services (MCSCS). He alleged that he was placed in the women's sections of both police and correctional facilities; had his gender-affirming articles confiscated; was required to wear women's

institutional clothing in the correctional facility, at court, and when he was released; and was exposed to harassment.

Both Mr. Kodak and the OHRC sought systemic remedies that would require the TPS and TPSB to revise their policies and practices to respect the rights and specific needs and circumstances of trans people. We did not seek public interest remedies from MCSCS because after the application, it revised its policies on the treatment of trans prisoners, working closely with the trans community and the OHRC.

In 2016, Mr. Kodak, the OHRC, the TPS and TPSB reached a settlement requiring major steps to address the treatment of trans people in custody. The Toronto Police must:

- Retain a recognized expert on gender identity issues and policing
- Conduct consultation with the trans community
- Develop and publicly post information that addresses how the rights of trans persons should be respected during interactions with the police
- Protect trans people from harassment
- Develop a plan for ongoing monitoring, evaluation and review of the effectiveness of the new policies, procedures and training related to trans persons, including the option of human rights based data collection.



TOFemCo @tofemco

TOFemCo Retweeted CBC News

Congratulations Boyd Kodak! You fought the law and the law lost. #MakingChanges



Ending cruel and inhuman treatment in corrections



Since 2013, the OHRC has been calling on the government to severely limit the use of solitary confinement in correctional facilities. We had repeatedly raised concerns about the use of segregation on prisoners with disabilities, women, and Black and Indigenous prisoners.

For example, we intervened in the case of Christina Jahn, a woman with mental health disabilities and cancer. She filed a human rights complaint alleging that she was held in segregation for more than 200 days at the Ottawa-Carleton Detention Centre because of mental health disability and gender.

In 2013, we reached a settlement with Ontario's Ministry of Community Safety and Correctional Services (MCSCS) to improve the treatment of prisoners with mental health disabilities in Ontario's correctional facilities. However, the OHRC continues to have serious concerns that the terms of settlement have not been met and the over-reliance on segregation continues to violate the right of prisoners to be free from discrimination under the *Human Rights Code*.

That's why we made it a priority to visit prisons across the province and to meet with prisoners kept in solitary confinement. In 2016-2017, we

toured, met with management, and spoke with prisoners at the:

- Ottawa Carleton Detention Centre
- Brockville Jail
- St. Lawrence Valley Correctional and Treatment Centre (Brockville)
- Thunder Bay Jail
- Thunder Bay Correctional Centre
- North Bay Jail
- Kenora Jail.

The OHRC conducted a follow up-meeting with Smokey Thomas, President of the Ontario Public Service Employees Union (OPSEU).

We wrote letters to the MCSCS outlining our observations, including that:

- There is a major need for mental health services that are responsive to the specific needs of various Code protected groups, particularly women, Indigenous and racialized prisoners
- Infrastructure continues to be a nearly insurmountable barrier to limiting the use of segregation
- Over-crowding is a major and ongoing problem, and the shift towards a predominantly remand and the increasing use of intermittent sentences are creating instability in the prison environment

- Health-care resources, including psychiatric treatment, therapeutic support and targeted programming, are inadequate to meet the complex needs of the prison population
- There is insufficient culturally-relevant support for Indigenous prisoners, especially in jails where they comprise the majority of the population.

As changes are implemented in Ontario's correctional system, we will continue to monitor progress.

Data confirms alarming overuse of solitary confinement

In a 2016 submission to MCSCS's review of Ontario's use of segregation, we made several recommendations, including to:

- End segregation, and taking interim steps, such as external oversight and strict time limits, to reduce the harm of the practice
- Develop and implement meaningful alternatives to segregation, consistent with least restraint practices and MCSCS' duty to accommodate prisoners' *Code*-related needs to the point of undue hardship
- Adjust staffing models, and staff hiring, screening and training to ensure that staff with appropriate attitudes and behavioural skills are working with vulnerable prisoner populations
- Implement a system to collect and analyze human rights-based data on the use of segregation and its effects on *Code*-protected groups.

Following this submission, we asked MCSCS to provide disaggregated human rights-based data on its use of segregation. We reported our findings in a second submission to MCSCS in October 2016.

The statistics revealed alarming and systemic overuse of segregation. Over a three-month period, about 19% of prisoners (4,178 people) were placed in segregation at least once. Of the segregation placements during this time, roughly 1,383 were for 15 days or more. According to United Nations' standards, segregation placements longer than 15 days can be considered "torture or other cruel, inhuman or degrading treatment or punishment" and should be prohibited.

The OHRC continues to be extremely concerned about the disproportionate use of and harm caused by segregation for prisoners with mental health disabilities, and MCSCS' compliance with its obligations under the *Jahn v. Ministry of Community Safety and Correctional Services* settlement. As part of the settlement, MCSCS is prohibited from using segregation for prisoners with mental illness to the point of undue hardship. However, the statistics show that 38.2% of the prisoners (1,594 people) who were placed in segregation had a "mental health alert" on their file.



Paul Chislett @chislettshakeup

The inhuman treatment of #AdamCapay defies categorization.
[http://www.theglobeandmail.com/opinion/editorials/ontarios-sickening-mistreatment-of-adam-capay/article32498319/?click=sf_globe_fb ...](http://www.theglobeandmail.com/opinion/editorials/ontarios-sickening-mistreatment-of-adam-capay/article32498319/?click=sf_globe_fb...) @Kathleen_Wynne #torture

“

Meeting Adam Capay

Mr. Capay's situation became public after a prison guard tipped off Renu Mandhane, the head of the province's human rights commission, when she was visiting the jail earlier this month. Ms. Mandhane found Mr. Capay alone at the end of a range on a windowless floor. After 1,500 days in solitary, she later told reporters, he suffered from memory loss and difficulty speaking. Because of the continuous artificial light, he could not tell day from night.

– Patrick White, The Globe and Mail, November 21, 2016



Oleh Gusev @olehgusev

@RenuMandhane what can people do to put pressure on the state to take this guy out of solitary and try him in court?

“The use of solitary confinement can have a negative impact on a person's health and can worsen pre-existing conditions, and it can be especially detrimental for youth and prisoners who suffer from mental illness.”

– Ruth Martin, Chair, Prison Health Program Committee, College of Family Physicians of Canada

Seeing results

Since the OHRC released the data on segregation and exposed Adam Capay's long-term pre-trial detention in solitary confinement, we have seen significant, measurable changes. Here are some of the details:

- \$55 million in new funding in the criminal justice system
- Appointment of Howard Sapers as Independent Advisor on Corrections (with specific mandate to ensure compliance with the *Jahn* settlement)
- Hiring of 239 additional staff to support prisoners including correctional officers, nurses, mental health nurses, social workers, recreational staff, psychologists, institutional managers

“Segregation is disproportionately used on, and has especially harmful effects for, Code-protected groups such as Black and Indigenous prisoners, prisoners with mental health disabilities, and women.”

– Chief Commissioner Renu Mandhane



www.ohrc.on.ca | @OntHumanRights

- Commitments to reduce the number of people and time spent in segregation, including limiting disciplinary segregation to 15 consecutive days
- Training for detention centre staff on mental health challenges and seclusion protocols
- Pilot programs in Toronto and Hamilton to provide psychiatric beds to acutely ill prisoners at facilities
- Review of current data collection practices.



Andy Mannix Verified account
@AndrewMannix

Major reforms happening in Canada: Ontario Human Rights commission rolls out plan to address solitary confinement

New facility will open doors to mental health services

In November 2016, the Government of Ontario announced the creation of the first dedicated mental health unit in Ontario for female inmates. This announcement flows from its commitments

in the *Jahn v. MCSCS* settlement with the OHRC on the use of segregation and treatment of prisoners, especially women with mental health disabilities.

The unit, expected to open in early 2018, will be part of a new 192-bed adult female detention centre on the site of the Roy McMurtry Youth Centre (RMYC) in Brampton. With capacity for 32 inmates, the unit will meet the specific, often complex needs of female inmates with mental health issues.

OHRC calls for reforms to immigration detention

The OHRC's focus on corrections extended beyond solitary confinement. In April 2016, we expressed concern about detention of non-citizens in Ontario jails under the federal *Immigration and Refugee Protection Act* (immigration detainees).

We know that immigration detention is widespread, with thousands of non-citizens being detained in Ontario jails each year. Immigration detainees are a particularly vulnerable group who often identify on intersecting *Code*-protected grounds such as race, place of origin, colour, ethnic origin and citizenship. While immigration detainees held in

Increasing awareness leads to protecting rights

Prisoners in solitary confinement can often be “out of sight, out of mind” – which means the human rights issues they face do not usually gain the public's understanding or support. But the extensive media coverage of the Adam Capay case and other segregation issues has helped to increase both awareness and outrage. Increased awareness about these issues is reflected in the number of complaints received

by the Ombudsman on Ontario since the OHRC made its first submission to MCSCS' Provincial Segregation Review in January 2016, and called for a ban on solitary confinement for the first time. The Ombudsman's recent *Out of Oversight* report on segregation states: “...Since then, we have continued to track segregation-related complaints. After witnessing an alarming increase in the number of these complaints and examining Adam Capay's situation, it was clear to me that serious systemic concerns persisted.”

Ontario jails are entitled to protection under the *Human Rights Code*, we are concerned that the services provided to them are not consistent with the Ministry of Community Safety and Correctional Services' (MCSCS) obligations under the *Code*.

While calling for reform, in the interim we voiced our support for a series of recommendations from a University of Toronto report that have also been endorsed by many stakeholders.

These recommendations to MCSCS include:

- Ensure immigration detainees are held in the least restrictive setting consistent with management of a non-criminal population and protection of the public, staff members, and other prisoners, including in residential-treatment facilities if needed
- Ensure consistent and meaningful access to adequate in-person, health care (including mental health care), legal counsel, community supports, and spiritual and family supports
- Ensure that provincial legal aid programs are fully accessible to immigration detainees at all stages of the process, regardless of the length of detention, and that funding is sufficient to pay for independent mental health assessments.

Seeing results

In August 2016, federal Public Safety Minister Ralph Goodale made a commitment to reform the immigration detention system so that detention is used only as a last resort. The government's reform objectives include:

- Increasing alternatives to detention
- Reducing the use of provincial jails for immigration detention

- Avoiding the detention of minors in the facilities as much as possible
- Improving physical and mental health care for detainees.

(Source: CBC, August 15, 2016)



John Howard Society

@ReducingCrime

'When the healthcare system fails to treat mental illness the criminal justice system punishes the symptoms' #UnlockingChange #BellLetsTalk

Organizational change plan must reflect emerging issues

The human rights organizational change project with MCSCS continued into its final year. This project arose out of the settlement in *McKinnon v. MCSCS*. The resulting Human Rights Plan includes 23 initiatives. MCSCS plans to continue this work until 2021, though the OHRC's involvement will end in August 2017.

Unfortunately, MCSCS has not made response to recommendations related to solitary confinement central to the project. As the project continues beyond the OHRC's involvement, it will be important to address all human rights issues, whether related to employment or correctional services, within the Human Rights Plan. It is also essential to put in place an effective approach to evaluate, monitor and assess the impact the entire project.

Embedding human rights in children's education



We want to create an environment where all children can reach their full potential. We will approach this by working to ensure that children and youth are educated about their human rights and responsibilities. We will strive to eliminate systemic discrimination that children and youth face in education systems so that, in this formative system, they have a lived experience where human rights are respected in practice.

Our strategic direction

The OHRC will promote and strengthen a human rights culture in Ontario that encompasses human rights entitlements and responsibilities, with a special focus on educating children and youth and addressing systemic discrimination in the education system.



AfterTheAfterThought @YuhNuhZeen

Consequences of #zerotolerance
#3Strikes targets & criminalizes Black/Racialized
students. School-Prison pipeline. @tdsb
@OntHumanRights

Promoting inclusive schools

In April 2016, we wrote to the Ministry of Education about its consultation on provincial and demonstration schools for students with disabilities, including the possibility of closing the provincial demonstration schools.

We highlighted broader systemic issues including lack of support and specialized programming to meet the needs of all children, ineffective mechanisms to resolve accommodation-related disputes, and the need for an accessible education standard under the *Accessibility for Ontarians with Disabilities Act (AODA)*.

About AODA standards

The AODA's regulations establish accessibility standards, which are requirements related to accessibility in various parts of our society. Standards include customer service, information and communication, employment, transportation, and design of public spaces.



Seeing results:

The government announced it would not close the provincial schools, and that it would create a new accessible education standard under the AODA.

Empowering youth to stand up to Islamophobia

In January 2017, the OHRC joined a coalition of national and provincial organizations and agencies to launch an awareness raising campaign that encourages Ontarians to stand up to Islamophobia and racism. The “Break the behaviour” campaign was a collaboration between OCASI – Ontario Council of Agencies Serving Immigrants, the Canadian Arab Institute (CAI), the National Council of Canadian Muslims (NCCM) and the OHRC, along with media studio Mass Minority.

The campaign features a range of public education strategies, including public service announcements and a social media campaign. One 30-second public service announcement (PSA) is geared towards school-aged children. It features a classroom where a student is telling racist jokes. A classmate intervenes to stop him from sharing another offensive punch line.

The campaign also includes a website (www.breakthebehaviour.ca) where people, including children and youth, are encouraged to sign a pledge that they will reject Islamophobia and racism in all its forms, and commit to working to overcome inequality and achieve a shared prosperity for everyone.

To date, over 165 media outlets have covered the “Break the behaviour” story, and estimates are that at least half of these have included the videos on their websites.



Break the behavior

Steve Orsini @SteveOrsini

Message to OPS employees: Racism stops when we break the behaviour. <https://www.ontario.ca/page/news-secretary#2017-Feb-06> ... <http://breakthebehaviour.ca/> @OCASI_Policy

“

“Canadians have by and large been incredibly welcoming of Syrian refugees and newcomers. However, there is troubling evidence of anti-immigrant and anti-Muslim sentiment in our communities which makes such a campaign both timely and necessary.”

– Amira Elghawaby, Communications Director at the NCCM.



Policy statement affirms the duty to accommodate diverse creed practices in schools

In 2017, the Peel District School Board faced increasingly negative attacks about their long-standing policy of accommodating Friday prayers for Muslim high school students. That's why we released our *Policy statement on religious accommodation in schools* in March 2017. This statement was based on the law and the OHRC's guidance, as presented in our *Policy on preventing discrimination based on creed*.

Under the *Code*, education providers have a duty to maintain environments free from discrimination and harassment based on creed. They also have a duty to accommodate people's sincerely-held creed beliefs, to the point of undue hardship. As a form of accommodation, education providers may offer on-site space for students to worship together during normal school hours.

Accommodation is provided on an individual basis, and consenting individuals may be grouped if it fulfills the need of each individual in the group. Accommodations cannot interfere with religious practice. People being accommodated are allowed to conduct prayers in conformity with their own teachings, not based on ways proscribed by the accommodation provider. This may include segregated prayers, if a group of individuals believe that segregated prayer is the proper manner of prayer.



Maria Relucio @marrelucio

Maria Relucio Retweeted HRLSC

It's good that people are becoming aware of their human rights and it's good that you are there to help @HRlegalhelp @OntHumanRights @RenuMandhane



Brian Woodland @brian_woodland

Reinforcement of our duty to accommodate @PeelSchools as we have said all along Thanks @StarGTANews @OntHumanRights

Showcasing student leadership on human rights

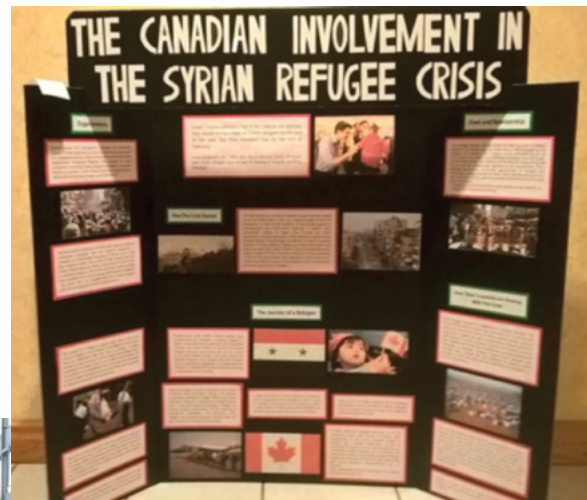
In June 2016, the OHRC was pleased to present the first-ever OHRC Human Rights Awards to students at Regional Heritage Fairs. Our goal was to celebrate students' achievements in researching and preparing a project about the history of human rights in Ontario.

The Ontario Provincial Heritage Fair brings together students from grades 4 to 10 in regions across Ontario. It includes a non-competitive, interactive history camp that ends with public showcases of students' projects to promote awareness of Ontario and Canadian history and heritage.



Grace Corby talks about same-sex marriage at the Durham Regional Heritage Fair

Students complete a research project using primary and secondary sources for sharing with their classmates and peers at their school and then at a Regional Fair. Each Regional Fair chooses students and projects to attend the Provincial Fair, which allocates extra spaces specifically for students who are Indigenous, speak French as a first language, or are non-traditional students.



Natasha Adamus explored the Syrian refugee crisis at the Thames Valley Regional Fair



Congratulations to all the participants at the Ontario Provincial Heritage Fair

Photo: Ontario Heritage Fair Association

Education that empowers

The OHRC played a leading role in 12 major education events, including almost 2,350 participants. Some examples are:

- Taking it Local regional training days in North Bay, with partners Nipissing University and the City of North Bay; and in Hamilton, with partners McMaster University and the City of Hamilton
- Full- or half-day training on creed and human rights, at the Canadian Multifaith Federation Educational Conference, Mississauga and London; with partner Nipissing University,

North Bay; with partner Thunder Bay Multicultural Association; and in partnership with Thunder Bay Indigenous Friendship Centre

- Full-day training in collaboration with Toronto West, South, North and East Immigration Partnerships, on the “Canadian experience” barrier and racial discrimination in employment.



Andrew Mills @andrewsquirts

So pleased to have @RenuMandhane & @MayorAlMcDonald on campus at @NipissingU for #TiLocal @OntHumanRights on this snowy northern day!



On behalf of the CCLA and CCLET, I would like to thank you once again for re-arranging your plans in order to join us for our 20th Annual Fundamental Freedoms Conference.

Your keynote address opened the students' eyes to some of the failings of our justice system, and in particular the real impacts of those failures on people like Adam Capay. Equally important, you gave the students concrete ways to take action against injustice and foster a climate for human rights in Ontario.

– April Julian, Canadian Civil Liberties Education Trust

Training – and connecting – across Ontario

Many organizations across the province invited us to share our voice on current human rights issues, and to share what's new in specific human rights areas. The OHRC staff team made 64 presentations in the last year, with a live audience of over 3,150 people. These ranged from presenting a workshop on creed and human rights at the Peel District School Board to giving a guest lecture at Ryerson University on human rights and ethical perspectives on racial profiling. As well, many events were webcast or recorded, further expanding our ability to speak out across Ontario.



Learning the latest about human rights at Taking it Local Hamilton

Recognizing that poverty is a human rights issue



Since the *Universal Declaration of Human Rights* was adopted in 1948, the right to an adequate standard of living, including food, clothing and housing, has been recognized as a fundamental human right. While the *Code* specifically prohibits discrimination on the ground of “receipt of public assistance” in housing, it is important to uncover and understand the ways that poverty and systemic discrimination are intertwined in all social areas covered by the *Code*.

There is a strong connection between the *Code* and poverty. The *Code* applies to the people who are most at-risk of having low income, and in the parts of society where the causes – and effects – of poverty are most keenly felt. These include people with disabilities, Indigenous peoples, racialized people, women, caregivers, single parents, older persons, newcomers, people with diverse genders, and newcomers.

And the situation is often worse for many people who have inter-sectional identities, such as racialized women with disabilities or two-spirited Indigenous youth.

Over the next few years, our goal is to advance the field of human rights law by making clear how systemic discrimination causes and sustains poverty and “social conditions” such as homelessness and hunger. We will also make clear how systemic discrimination disproportionately affects people experiencing poverty.

Our work will focus on:

- Recognizing the connection between human rights under the *Code* and economic and social rights protected in international law
- Adding explicit protection under the *Code* from discrimination for people who experience poverty, hunger and homelessness
- Making sure that proposed strategies to address poverty are responsive to human rights concerns.

We know that this is an area where we have some of the most challenging work left to do.

Our strategic focus

Poverty: Advance the field of human rights law by making clear how systemic discrimination causes and sustains poverty, and addressing poverty within a human rights framework.

One step from homelessness

Let me share with you an experience I recently had in one Ontario town. During a visit with community members at the local Indigenous Friendship Centre, I heard first-hand about how poverty can make access to justice for human rights violations impossible.

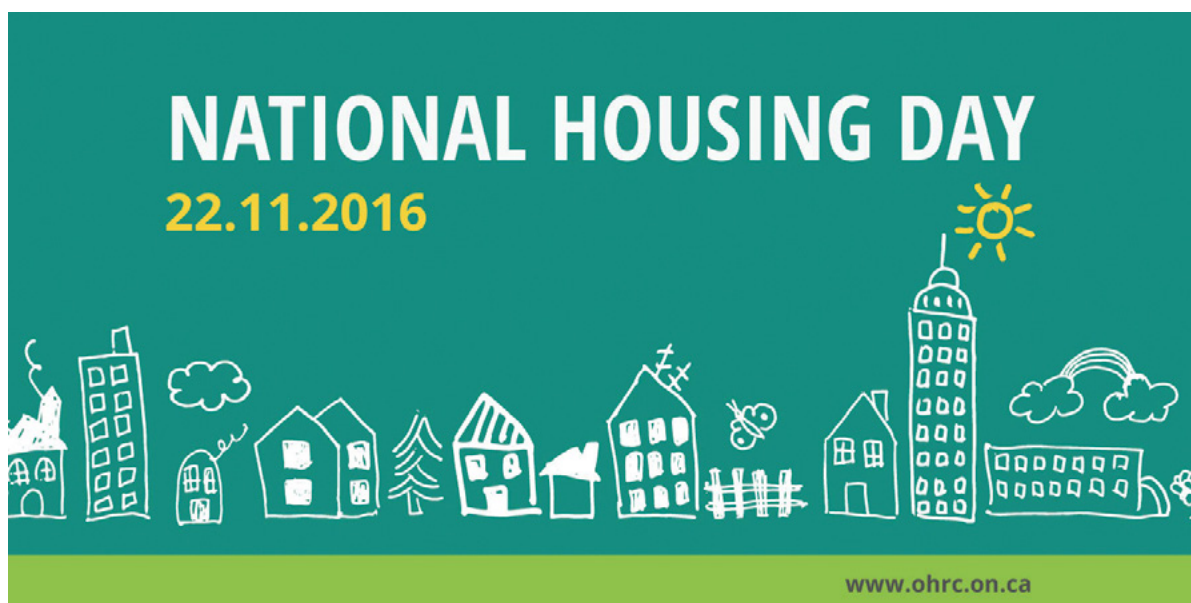
Community members told me that there was only one apartment building in town that was affordable to people on social assistance. Many of the tenants were elderly First Nations people with mobility-related disabilities. Some of them regularly used a walker to get around. But there was a big problem – the ground floor apartments were priced out of their range and there was no elevator.

So the tenants had a choice – they could be trapped in their apartments, or they could find alternative ways to get to the main floor. I was told that the common solution was for people to throw their walkers down the stairs and then go down on their bottoms. They relied on the kindness of others to get back to their homes

safely. That's definitely not the sense of dignity envisioned in the *Code*.

They were unwilling to complain to the Human Rights Tribunal and asked me not to make any inquiries on their behalf. They were concerned that speaking out would render them homeless. They feared that the landlord would force them to leave their homes, retrofit the building, and then charge higher rates that would be unaffordable for them. They also feared that they would be labeled a “trouble-maker” which would have impacts in other areas of their life – like with their employer or health-care provider. There is an inherent harm to human dignity when what you have is so precarious that you're not willing to risk it to get something better. Even if that “better thing” is actually something you are legally entitled to.

– OHRC Chief Commissioner Mandhane,
speech at Vibrant Communities Canada,
Cities Reducing Poverty:
When Business is Engaged



Protecting people who experience poverty, hunger and homelessness from discrimination

In 2016, the UN Committee on Economic, Social and Cultural Rights which monitors Canada's compliance with its international obligations recommended, as it has in the past, that Canada include the ground of social condition in its federal and provincial human rights codes.

We know that people who experience poverty, hunger and homelessness face social stigma and discrimination that is distinct from other forms of discrimination, and the need for protection is urgent.

So we are intensifying our longstanding call to make this happen in Ontario.



OHRC Inquiry Analyst Jacquelin Pegg gets ready to record a video on human rights and rental housing at the Landlord's Self-Help Centre

Affordable housing – seeing results

For many people who identify with *Code* grounds, stable, affordable housing is a vital starting point for overcoming barriers that prevent them from taking part in – and contributing to – life in Ontario. Unfortunately, the lack of housing can be the biggest barrier of all. For many years, the OHRC has worked on many fronts to move forward, ranging from using our legal powers to remove minimum separation distances that limit housing options from municipal zoning bylaws, to calling for inclusionary zoning for affordable housing.

In the past year, we have seen significant results on both fronts. First, the Ministry of Housing is advising municipalities to make sure that minimum separation distances appearing in zoning and official plans do not discriminate.

Second, Bill 7 – the Promoting Affordable Housing Act, 2016 received Royal Assent in December 2016. For the first time in Ontario, the legislation requires municipalities to include inclusionary zoning in official plans by:

- Authorizing the inclusion of affordable housing units within buildings or units
- Providing for the units to be maintained as affordable housing units over time.

REPORT

NOT ON THE MENU

**Inquiry report on sexualized and gender-based
dress codes in Ontario's restaurants**



**Ontario
Human Rights Commission**
Commission ontarienne des
droits de la personne

Protecting vulnerable workers from discrimination



To coincide with International Women's Day in March 2017, the OHRC released a new report that outlines commitments made by many of Ontario's largest and most well-known restaurant chains to eliminate discriminatory dress codes for restaurant staff. *Not on the Menu: Inquiry report on sexual and gender-based dress codes in Ontario's restaurants* outlines findings from an inquiry into dress codes at certain restaurants operating across Ontario.

People who work in restaurants can be vulnerable to sexual harassment and discrimination because of the precarious nature of their work. That's why we decided to take the extra step of reaching out to restaurants because we heard that workers often didn't feel empowered to raise their concerns due to fear of reprisal.

Following the release in March 2016 of the OHRC's Policy position on sexualized and gender-based dress codes, the OHRC wrote to the companies, informed them about dress code concerns and obligations under the *Human Rights Code*, and asked them to commit to taking steps to comply.



Ron Wener @UofT_Ron

Ron Wener Retweeted The OHRC

Let's hope that this get enforced across the province @OntHumanRights
#StopSexistUniforms

We chose "industry leaders" to have the widest possible impact – 14 companies representing more than 25 multi-location brands and hundreds of restaurants. Some were Toronto- or Ontario-specific, while others were larger, nationwide companies.

While the inquiry focused on specific companies, all Ontario restaurants – and other employers – have a legal obligation to make sure their dress requirements comply with the *Code*.



JEEP GUY @jeepguycanada

@CBCharlsie @cbcmarketplace

@OntHumanRights as they should. Disgusting what some restaurants want the female staff to wear.

“

“Excellent customer service doesn't have a cup size. I hope women will call us for legal help if cleavage is deemed an essential skill in their workplace.”

– Kathy Laird, former Executive Director,
Human Rights Legal Support Centre

Some of the restaurants involved:

- Cactus Club Café
- Bier Markt
- East Side Mario's
- Kelsey's
- Milestones
- Montana's
- Fionn MacCool's
- Earl's Kitchen and Bar
- Firkin Group of Pubs
- Duke Pubs
- Baton Rouge
- JOEY Restaurants
- The Keg Steakhouse and Bar
- Moxie's Restaurants
- Shoeless Joe's Sports Grill
- Canyon Creek
- Jack Astor's
- REDS
- Gabby's Restaurant Group

“

“Whether we are talking about migrant workers, people in minimum wage service jobs, or people on rotating contracts, which is becoming the new normal, people are often afraid to assert their rights or call out discrimination. Many think that coping with discrimination or harassment on the job is better than having no job at all.”

– OHRC Chief Commissioner Mandhane, speech at Vibrant Communities Canada, Cities Reducing Poverty: When Business is Engaged



Men think it's ok in these restaurants to hit on the girls working and make sexual comments, and I do think it is a direct result in terms of how we are presented to them [by the dress code requirements].

Seeing results

The response from the companies was encouraging with all of them either developing new policies or amending existing ones. In general, companies expressed support for addressing dress codes, sexual harassment and other human rights concerns in their workplaces.

The OHRC thanks Restaurants Canada (@RestaurantsCA) and the Ontario Restaurant, Hotel and Motel Association (@ORHMA) for their cooperation in sharing OHRC resources with members, and helping to identify and address concerns.

The inquiry: what we heard...

“In a competitive market, the value should be based on the customer experience; the food, the drink, the ambience and the quality of service, not sexualizing the workers.”

– Hospitality sector expert

“There is a whole sexist culture in the industry, including and going beyond dress codes: the ‘casting couch,’ ageism, sexism... There is lots of harassment of servers by cooks in the back of house. Male servers also get harassment, though females are predominantly servers, and back of house are predominantly males.”

– Hospitality sector expert

Providing practical guidance on accommodating people with disabilities



Disability continues to be the most cited ground of discrimination in applications to the Human Rights Tribunal of Ontario. As our understanding of disability evolves, the need is greater than ever for practical guidance for employers, housing and service providers, and for people with disabilities themselves. That's why in the past year the OHRC has done extensive work to update and clarify rights and responsibilities relating to disability.



Katherine Grzejszcza @KGrzejszczak

Katherine Grzejszcza Retweeted

The OHRC

Bedtime reading for union stewards



Paul Schabas @LSUCTreasurer

Paul Schabas Retweeted The OHRC

New policy from the OHRC on disability and anti-ableism — an important resource for lawyers — launched @ARCH's AGM. Congrats to both

Calling out ableism: updated policy looks at emerging issues

In September 2016, the OHRC launched its updated *Policy on ableism and discrimination based on disability*. The update reflects 15 years of important case law developments, new international human rights standards, and evolving social science research. We were honoured to launch the policy at the Annual General Meeting of ARCH Disability Law, which continues to be an important partner in advancing the rights of people with disabilities.



Highlights of this updated policy include:

- Current case law and best-practice examples from the employment, housing and service sectors
- An evolving legal definition of disability that reflects the changes in what is considered a disability. For example, conditions that were not previously recognized as disabilities in the past now are, such as multiple chemical sensitivities and food-related anaphylaxis
- The history of discrimination based on disability
- Discussion on ableism and underlying attitudes and beliefs that lead to discrimination.

The policy also looks at the unique experiences of people who face discrimination based on disability combined with other *Code* grounds, such as age, sex, sexual orientation, race, another type of disability, etc. And it clarifies what medical information can and can't be asked for when a person makes an accommodation request, and clearly states that employers, housing and

service providers have a duty to inquire if they think someone may need an accommodation based on a disability, even if the person hasn't made a specific request.



Stephen Shore @SShore_Ogletree

Stephen Shore Retweeted The OHRC

Employers: When an employee's doc balks at your request for supporting medical info, remind them you have the @OntHumanRights on your side.



Catherine Backman @cath_back

Catherine Backman Retweeted

The OHRC

Haven't read complete report yet, but title sounds progressive – might critique in class, ask students if this is a step forward #OT365



People with disabilities have made some significant gains, but even with these new rules in place – **serious barriers to equality continue to exist** throughout society.

- Renu Mandhane, OHRC Chief Commissioner

www.ohrc.on.ca

Providing guidance to employers considering drug and alcohol testing

In October 2016, the OHRC launched an updated *Policy on drug and alcohol testing*.

This policy offers guidance to Ontario employers and employees about drug and alcohol testing, and about the potential human rights concerns arising from testing.

Drug and alcohol testing policies and programs have human rights implications for people with addictions. Addictions to drugs or alcohol are considered “disabilities” under the Ontario *Human Rights Code*. People with current, past or perceived addictions to drugs or alcohol are protected from discrimination in employment, services, housing and other social areas.

The policy lays out where testing policies and programs may discriminate and where they may be justified. It gives guidance on how to design them to respect human rights, where testing is necessary to achieve safety. It incorporates updated case law and research and it sets out user-friendly examples to advise people about their rights and help employers make informed decisions about drug and alcohol testing.



“The OHRC’s updated policy provides clear, concise guidance on how to balance what are, at times, competing factors: the importance of providing a safe workplace for everyone, and the need to respect the privacy and the human rights of your employees.”

- Bill Greenhalgh, CEO of the HRP

www.ohrc.on.ca

Clarifying the role of medical professionals in the accommodation process

In February 2017, the OHRC released its *Policy statement on medical documentation to be provided when disability-related accommodation requests are made*.

The statement provides an overview of the:

- Legal duty to accommodate people with disabilities, including mental health disabilities
- Role of medical professionals in the accommodation process
- Type and scope of medical information needed in the accommodation process.

Generally, the accommodation provider does not have the right to know a person's confidential medical information (for example, the cause of the disability, diagnosis, symptoms or treatment) unless this information clearly relates to the accommodation being asked for, or the person's needs are complex, challenging or unclear and more information is needed.

“

“The Ontario Human Rights Commission's intervention in this case and York's commitment to change have created a landmark precedent which will change the understanding of accessibility and (dis)ability when receiving university accommodations. All students go to school to invest in their future and to succeed, and I believe this change will help them achieve this goal to the best of their ability.”

– Navi Dhanota,
Applicant in *Dhanota v. York University*

Fact:

Generally, the accommodation provider ***does not*** have the right to know a person's confidential medical information, such as the diagnosis.

Ontario Human Rights Commission | www.ohrc.on.ca

Seeing results: students who apply for government loans don't need to reveal sensitive personal information

We wrote to the Ministry of Training, Colleges and Universities in April 2016, asking it to revise its policies so that students are only required to provide a medical certificate that verifies the existence of a disability, without having to disclose a specific diagnosis, when applying for bursaries and grants for students with disabilities. The MTCU revised its disability-related eligibility criteria identified in OSAP forms and guidelines to remove the requirement for disclosure of mental health diagnosis.

We are in the final stages of an inquiry into the policies at colleges and universities across Ontario to ensure that their medical documentation requirements comply with the *Code*. A final report will be released later this year.

Increasing independence for people who rely on home care: *Cole v. Ontario (Health and Long-Term Care)*

As part of a coalition of interveners, the OHRC reached an important settlement in the HRTO case of Ian Cole, a middle-aged man with a severe intellectual disability who lives in the community. To live in the community, Mr. Cole depends on the receipt of nursing services that are primarily

funded by his local Community Care Access Centre (CCAC). The maximum funding is set out in a regulation and provided for nursing services to a maximum of four visits per day.

In 2012, Mr. Cole's doctor determined that he needed five visits per day, but the CCAC denied based on the funding limit. Mr. Cole alleged discriminated against him and other people with complex disability-related needs because they are denied the level of services that they require to remain outside of institutional care.

In June 2016, the OHRC and other intervenors reached a settlement with the Ministry. The Ministry agreed to issue a memorandum to CCACs regarding service maximums in the regulation. The memorandum requires CCACs to consider the full range of service options based on client need and provide the necessary referrals to additional community support services or inter-professional resources in primary care practices for clients who are receiving or reaching the service maximums, to help them continue to live independently in the community.

The Ministry also agreed to consult with community representatives to address systemic reform within the home care and community services system for persons with intellectual disabilities.

A leader in the movement to protect people with diverse gender identities from discrimination



The OHRC's voice on gender identity and gender expression continues to be amplified by communities across Ontario, and by governments across Canada.



Between The Lines @btllaw21

Between The Lines Retweeted

The OHRC

Great initiative taken by the @OntHumanRights to create more a more inclusive society for trans, non-binary, gender non-conforming folks.



july @softpencey

Reminder for trans people and students living in Ontario: the Ontario Human Rights Code protects your right to use whatever bathroom

Seeing results – changes on identity documents

In Spring 2016, the Ministry of Government and Consumer Services launched a major consultation on storing and sharing name and sex designation change information.

In our May 2016 submission, we stated our ongoing concerns that the Ministry's current system for storing information on names and sex designations discriminated against trans persons and violated the *Code*.

The government is launching a new policy in Spring 2017.

Respecting gender identity in the dressing room: *J.T. and Ontario Human Rights Commission v. Hockey Canada*

In September 2016, Hockey Canada's Ontario branches posted transgender inclusive policies in time for the 2016-17 hockey season. This step was part of a settlement between Hockey Canada, on behalf of its Ontario members, the OHRC and Jesse Thompson, a trans teenaged boy who played amateur hockey and courageously decided to take on the system.

In 2013, Thompson filed a human rights application at the Human Rights Tribunal of Ontario against Hockey Canada alleging discrimination in services based on gender identity. As an amateur hockey player, he was denied access to the boys' locker room, which he alleged "outed" him and exposed him to harassment and bullying. The Human Rights Legal Support Centre represented him, and OHRC intervened in the case.

The new policies create a more trans-inclusive environment by upholding the human rights of transgender and gender-diverse players. Players who identify as trans can use the dressing room corresponding to their gender identity, be addressed by their preferred name and pronoun, and have the privacy and confidentiality of their transgender status respected.

As well, Hockey Canada's Ontario branches have agreed to deliver training on the policies to more than 30,000 coaches and trainers in Ontario.

"Jesse's courage and passion for justice inspired us all. His determination shows how much one person's struggle can transform lives for the future."

– Melissa Mark, Jesse's lawyer from the Human Rights Legal Support Centre, @HRlegalhelp



Kat Ferguson @Kat_Fergie

Kat Ferguson Retweeted The OHRC

@HockeyCanada @YouCanPlayTeam @OWHAhockey Hoping this includes non-binary ppl on HRT as well. I miss my old team!!



Mama Walks @RealJillWalker

21h21 hours ago

Mama Walks Retweeted The OHRC
So PROUD of my nephew @_mrthomps !!!!!



OHRC recognized as leader in the field

In June 2016, Toronto's The 519 Church Street Community Centre launched a companion-resource to the OHRC's *Policy on preventing discrimination because of gender identity and gender expression*.

"Creating Authentic Spaces, A Gender Identity and Gender Expression Toolkit to Support the Implementation of Institutional and Social Change" includes information and resources to make spaces more welcoming and supportive to people of all gender identities.

In November 2016, the OHRC released Questions and answers about gender identity and pronouns in response to widespread misinformation about related obligations under the *Code*. The OHRC stated: "The words people use to describe themselves and others are very important. The right terms can affirm identities and challenge discriminatory attitudes. The wrong ones can disempower, demean and reinforce exclusion."

In December 2016, Canada's then-Correctional Investigator Howard Sapers called on Correctional Services Canada to revamp its policies on placement based on gender identity and gender reassignment

surgery. He cited Ontario as the first province to take look at these issues, and as a leader in respecting human rights based on gender identity in its prisons. He called for the federal system to follow Ontario's lead and move from housing prisoners based on genitalia to housing them based on their lived gender identity.

And in March 2017, the Nunavut government voted unanimously to include gender identity and gender expression to the territory's *Human Rights Act*. In discussions in the legislature, Justice Minister Keith Peterson cited the OHRC, as one of the first provinces or territories in Canada to take this step.

Taking gender identity to @Twitter:

TODAY: We honour the memory of those whose lives were lost in acts of anti-transgender violence. #TDoR #TDoR2016 pic.twitter.com/yFTgbk1Rox

– 34,700 impressions in November 2016

New policies from Hockey Canada's Ontario branches are trans-inclusive. Others should do the same. #YouCanPlay pic.twitter.com/TmFH09XCSi

– 15,800 impressions in September 2016



Financial summary



2016-2017 Financial Summary (April 1, 2016 to March 31, 2017)					
	2016-2017 Printed Estimates (\$'000)	Revised Budget March 31, 2017 (\$'000)	Actual Expenditures March 31, 2017 (\$'000)	2016-2017 Year End Variance from Revised Budget (\$'000)	
				\$	%
Salaries & Wages	4,761.2	4,009.9	3,975.9	34.0	0.85%
Benefits	362.2	422.6	441.0	-18.4	-4.36%
Other Direct Operating Expenses (ODOE)	528.8	912.7	898.7	14.0	1.54%
Total Expenses	5,652.2	5,345.2	5,315.6	29.6	0.55%

OHRC Commissioners



Renu Mandhane, Chief Commissioner

Renu Mandhane is the former Executive Director of the International Human Rights Program at the University of Toronto's Faculty of Law. She has an LL.M in international human rights law from New York University. Renu sits on the Canada Committee of Human Rights Watch, and has appeared before the Supreme Court of Canada and the United Nations. She has also trained Canadian and foreign judges through the National Judicial Institute of Canada. Renu has worked at several domestic and international organizations to advance women's human rights, and has represented survivors of domestic and sexual violence and federally sentenced prisoners.

Appointment: October 30, 2015 – October 29, 2017



Karen Drake

Karen Drake is an assistant professor at the Bora Laskin Faculty of Law at Lakehead University and a citizen of the Métis Nation of Ontario. Her teaching and research interests include Canadian law as it affects Indigenous peoples, Anishinaabe law and Métis law. She is the co-editor-in-chief of the Lakehead Law Journal and a commissioner

with the Métis Nation of Ontario's Commission on Métis Rights and Self-Government. She previously clerked with the Ontario Court of Appeal and the Federal Court of Canada and currently serves on the board of directors of the Indigenous Bar Association. Commissioner Drake resides in Thunder Bay.

Appointment: June 22, 2016 – June 21, 2019



Ruth Goba

Ruth Goba is a lawyer who has worked both domestically and internationally on issues related to economic and social rights (ESR), with a particular focus on women's rights. Before joining the OHRC, Ruth worked for an international NGO in India on women's housing, land, property and inheritance rights and with the UN Special Rapporteur on the Right to Adequate Housing. Upon her return to Canada, she worked with the Centre for Equality Rights in Accommodation (CERA), a human rights organization that advocates for housing and the elimination of poverty. From 2007 to 2009, she held the position of Executive Director at CERA. Ruth also worked in private practice focusing primarily on issues of gender, disability and racial discrimination in education

and employment. Ruth served on the board of the National Association of Women and the Law (NAWL) and was a member of LEAF's Legal Committee. She has also taught Disability Studies at Ryerson University. Ruth also serves on the Board of Directors of the Human Rights Legal Support Centre.

Appointment: October 5, 2006 – February 3, 2017

Interim Chief Commissioner:

February 28 – October 30, 2015



Mary Gusella

Mary Gusella has served as the Chief Commissioner of the Canadian Human Rights Commission, Canadian Chair of the International Joint Commission of Canada and the United States, a member of the Public Service Commission, President of the Atlantic Canada Opportunities Agency, and Chair and President of Enterprise Cape Breton Corporation. In addition, she was a board member and President of the Institute of Public Administration of Canada and a member of the Canadian Human Rights Museum Advisory Committee. Ms. Gusella holds a membership with the Law Society of Upper Canada and the International Commission of Jurists – Canadian Section.

She has a Certificate from the Canadian Securities Institute and holds undergraduate degrees from the Universities of Toronto and Ottawa. Ms. Gusella also serves on the Board of Directors of the Human Rights Legal Support Centre (HRLSC).

Appointment: February 24, 2016 – November 23, 2017



Rabia Khedr

Rabia Khedr is a dedicated volunteer and advocate for diverse communities, women and individuals with disabilities. She is a human rights consultant with diversityworX, founder of the Canadian Association of Muslims with Disabilities and a member of the Mississauga Accessibility Advisory Committee, which she chaired for eight years. Commissioner Khedr has also been on the board of directors for the Ontario Women's Health Network and a member of the Region of Peel Accessibility Advisory Committee.

Appointment: September 28, 2016 – September 27, 2018



Raja Khouri

Raja Khouri is president of the Canadian Arab Institute, a policy think tank he co-founded in 2011. Raja is co-founder of the Canadian Arab/Jewish Leadership Dialogue Group, and an international consultant in organizational development and capacity building. Raja formerly served on several government and civil society bodies, such as

Ontario's Hate Crimes Community Working Group (for the Attorney General and Minister of Community Safety and Correctional Services), the Minister of Education's Equity and Inclusive Education Strategy Roundtable, the Pride Toronto Community Advisory Panel, the Couchiching Institute on Public Affairs, and as advocacy co-chair of Human Rights Watch Canada. He served as president of the Canadian Arab Federation in the period following the events of 9/11. Raja's earlier career included a senior management position at CIBC and management consulting tenures in Europe and the Middle East. He has designed and chaired conferences, given and moderated lectures, numerous media interviews, and published commentaries in journals and major Canadian dailies. He's the author of *Arabs in Canada: Post 9/11*.

Appointment: September 20, 2006 – December 31, 2016



Fernand Lalonde

Fernand Lalonde retired from the federal public service in 2001 after serving in many roles including General Secretary of the National Joint Council, Executive Director of Appeals and Investigations for the Public Service Commission of Canada, and Director, Human Resources, Parks Canada. Mr. Lalonde is a former President of the Canadian Public Personnel Management Association, and is currently a consultant providing services in

union-management relations, dispute/conflict resolution, workplace assessments, training and executive coaching.

Appointment: May 18, 2005 – December 31, 2016



Julie Lee

Julie Lee is a lawyer, practicing family law in London, Ontario. Julie clerked for the Honourable Mr. Justice Iacobucci at the Supreme Court of Canada in 1999 – 2000. Before her legal education, she worked in the anti-violence movement as an educator, administrator and advocate. She is the co-founder of second stage housing in Huron County and the past executive director of the London Abused Women's Centre in London, Ontario. Julie's advocacy has also been directed at achieving equity and dignity for same-sex families.

Appointment: September 8, 2009 – March 7, 2018



Kwame McKenzie

Kwame McKenzie is the CEO of Wellesley Institute. He is a Professor of Psychiatry at University of Toronto and medical director of health equity at Toronto's Centre for Addiction and Mental Health. He is a member of the Mental Health and Addictions Leadership Advisory Council to Ontario's Minister of Health and sits on advisories to the Ministry of Education, Ministry and Housing and the Provincial Poverty Reduction Strategy. He serves

on the boards of the United Way Toronto and Ontario Hospitals Association.

*Appointment: June 22, 2016 –
June 21, 2019*



Errol Mendes

Professor Mendes is a lawyer, author and professor,

and has been an advisor to corporations, governments, civil society groups and the United Nations. His teaching, research and consulting interests include public and private sector governance, conflict resolution, constitutional law, international law and human rights law and policy. He has authored or edited 11 leading texts in these areas. He has been a Project Leader for conflict resolution, governance and justice projects in China, Thailand, Indonesia, Brazil, El Salvador and Sri Lanka.

Since 1979, Professor Mendes has taught at Law Faculties across the country, including the University of Alberta, Edmonton, the University of Western Ontario, London, Ontario and the University of Ottawa from 1992 to present. He recently completed a Visiting Fellowship at Harvard Law School.

*Appointment: September 8, 2009 –
March 7, 2018*



Bruce Porter

Bruce Porter is a leading advocate for the rights of people living in poverty and the homeless. He is currently serving as the

executive director of Canada's Social Rights Advocacy Centre and is a senior advisor to the United Nations Special Rapporteur on adequate housing. Commissioner Porter recently co-directed a 10-year collaborative research project on social rights in Canada and has co-edited two books on social rights, in addition to writing many articles on the subject. Commissioner Porter lives and works outside of Huntsville, Ontario.

*Appointment: June 30, 2016 –
June 29, 2019*



Maurice Switzer

Maurice Switzer Bnesi is a citizen of the Mississaugas

of Alderville First Nation. He is the principal of Nimkii Communications, a public education practice which focuses on the treaty relationship between First Nations and the Canadian government. He has served as the director of communications for both the Assembly of First Nations and the Union of Ontario Indians. Commissioner Switzer was also the first Indigenous publisher of a daily newspaper in Canada and currently resides in North Bay.

*Appointment: June 22, 2016 –
June 21, 2018*



Léonie Tchatat

Léonie Tchatat, a Canadian of Cameroonian origin,

is recognized for her leadership building long lasting bridges between the larger society and

diverse, newcomer Francophone communities. She has contributed her expertise in inclusion issues to develop initiatives such as Compétences Culturelles, a skills training program declared a best practice by Immigration, Refugees & Citizenship Canada (IRCC) and the Government of Ontario. She is the driving force behind Ontario Business Platform 3.0, a holistic entrepreneurship platform that has helped dozens of young Francophone entrepreneurs launch their business projects in Ontario. She has launched two province-wide awareness raising campaigns under the title "Immigrant veut dire" ("Francophone immigrant means: a stronger Ontarian francophonie!").

Ms. Tchatat launched and currently co-chairs the first-ever Francophone Workforce Development Council, and serves on IRCC's Comité directeur – Communautés francophones en situation minoritaire. In 2012 she joined the Ontario government's Expert Roundtable on Immigration, and in 2014 she served on the Technical Advisory Group supporting Ontario's work on the Poverty Reduction Strategy. She is currently a member of the City of Toronto's French Committee and serves on the Ontario Planning Board for a French-language university. She is a well-known spokesperson and the proud mother of two boys.

*Appointment: February 2, 2017 –
February 1, 2019*



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 [@OntHumanRights](https://twitter.com/OntHumanRights)



CANHC

Canadian Association Of Nuclear Host Communities

July 06, 2017

To municipal councils in Ontario,

Re: Municipal Support and Endorsement for Ontario Power Generation Proposal to Develop a Deep Geologic Repository for Low- and Intermediate-Level Radioactive Waste in Kincardine

We are writing to confirm our full support for the proposal by Ontario Power Generation (OPG) to develop a Deep Geologic Repository (DGR) at the Bruce Nuclear site. We recognize that other municipalities in Ontario may have an interest in this project.

The Municipality of Kincardine – as host community for the DGR – has reaffirmed its support for the project for more than a decade, from an agreement with OPG that council ratified in October 2004, to a resolution of support that council passed this past February 2017.

As the most recent Kincardine council resolution states, "Council has based its support on the solid scientific evidence and strong community social license for the proposal." The resolution concludes with a recommendation that the federal Minister of Environment and Climate Change "approve the project and take the necessary steps to move the project forward."

The DGR proposal has been the subject of thorough study, including extensive public consultation, hearings and scrutiny by a Joint Review Panel under the auspices of the Canadian Nuclear Safety Commission (CNSC) and the Canadian Environmental Assessment Agency (CEAA). The panel's report in 2015 leaves no doubt that the DGR is a safe and prudent way to permanently dispose of the low- and intermediate-level waste, which is currently stored on an interim basis above ground at the Bruce site.

We urge you to avail yourself of information available from OPG, the CNSC and the CEAA on the DGR's safety case. This project, supported by public review and volumes of scientific studies, deserves the support of municipal leaders and councils across Ontario, given our constituents' shared interests in obtaining safe, low-cost and clean energy, dealing responsibly with nuclear waste and protecting the environment.

We welcome any questions you may have about our evidence-based support for the DGR.

Best regards,

Anne Eadie
Mayor, Municipality of Kincardine

Adrian Foster
Mayor, Municipality of Clarington
Chair, Canadian Association of Nuclear Host Communities

Ministry of Community Safety
and Correctional Services

Office of the Minister

25 Grosvenor Street
18th Floor
Toronto ON M7A 1Y6
Tel: 416-325-0408
Fax: 416-325-6067

Ministère de la Sécurité communautaire
et des Services correctionnels

Bureau de la ministre

25, rue Grosvenor
18^e étage
Toronto ON M7A 1Y6
Tél. : 416-325-0408
Téléc. : 416-325-6067

JUL 06 2017



MC-2017-1381

JUN 29 2017

Mr. Randy Pettapiece, MPP
Perth-Wellington
55 Lorne Avenue East
Stratford ON N5A 6S4

Dear Mr. Pettapiece:

The Honourable Kathleen Wynne, Premier of Ontario, has forwarded your correspondence requesting funding consideration based on municipal fire services being recognized as critical infrastructure.

Modernizing public safety is a priority for the Ministry of Community Safety and Correctional Services. In the fall of 2016, in her mandate letter to the ministry, Premier Wynne set out the requirements to establish a Fire Safety Technical Table (Table) that would provide recommendations in the fall of 2017 for modernizing fire service delivery in Ontario. The Table held its inaugural meeting on January 31, 2017. The Association of Municipalities of Ontario (AMO) is a valued participant at the Table.

The responsibility for fire protection, as set out in the *Fire Protection and Prevention Act, 1997*, falls with municipalities. They are responsible to fund and deliver services in accordance with their needs and circumstances. I have shared your letter with the Office of the Fire Marshal and Emergency Management (OFMEM). Staff from OFMEM are available to provide advice and assistance and can be contacted at OFMEM-FAS-AA@ontario.ca or 1-844-638-9560.

Thank you for your letter.

Sincerely,

Marie-France Lalonde
Minister

c: The Honourable Kathleen Wynne
Premier of Ontario



Randy Pettapiece, MPP
Perth-Wellington

Queen's Park
Toronto, Ontario

April 12, 2017

Hon. Kathleen Wynne, MPP
Premier of Ontario
Room 281, Main Legislative Building
Queen's Park
Toronto ON M7A 1A8

Dear Premier:

Enclosed you will find a letter you should have received the Town of Minto. It includes a resolution passed by council calling on your government to recognize the municipal fire service as critical infrastructure by including funding for fire department infrastructure as part of the Infrastructure Strategy to Move Ontario Forward.

The resolution is clear and self-explanatory. It is true that fire services represent a major percentage of managed capital assets for small and rural municipalities. Will your government's upcoming budget recognize this fact and provide the funds municipalities need for fire and other essential services?

I would appreciate if you would respond directly to the Town of Minto and send a copy of your response to my Queen's Park office.

Thank you for your attention to this important matter.

Sincerely,

Randy Pettapiece, MPP
Perth-Wellington

Enclosures

c: Bill White, CAO/Clerk, Town of Minto
Annileene McRobb, Deputy Clerk





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

March 14, 2017

Dear Premier Wynne:

At its last regular meeting held on February 21, 2017, the Council of The Corporation of the Town of Minto reviewed a resolution enacted by the Council of the Township of Muskoka Lakes with regard to funding for Fire Department Infrastructure. I wish to advise that the Town of Minto Council enacted the following resolution:

WHEREAS the Council of the Town of Minto, hereby supports the Council of the Township of Muskoka Lakes' resolution to have the municipal fire service recognized as critical infrastructure;

AND WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility,

AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11, 376 Full -Time Firefighters, 19, 347 Volunteer Firefighters and 343 Part -Time Firefighters staffing these departments;

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

5941 Highway #89
Harriston, Ontario
N0G 1Z0

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

www.town.minto.on.ca

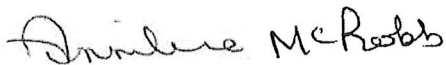
AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

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

BE IT RESOLVED THAT the Council of the Corporation of the Town of Minto hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Government's Infrastructure Strategy to Move Ontario Forward.

Thank you.

Sincerely,



Annilene McRobb, CMO, Dipl M.M.
Deputy Clerk

cc: Ministry of Infrastructure
Randy Pettapiece, MPP, Perth Wellington
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
Rural Ontario Municipalities Association (ROMA)
Township of Muskoka Lakes

SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #73

MEETING: SOURCE PROTECTION COMMITTEE

DATE: FRIDAY, FEBRUARY 3, 2017

TIME: 9:00 A.M.

LOCATION: GREY SAUBLE CONSERVATION, OWEN SOUND ON

The Project Manager confirmed the accord of the Source Protection Committee by motion dated October 28, 2016 to appoint Bill Twaddle as Interim Chair.

Motion No. **Moved by Carolyn Day**
SPC-17-268 **Seconded by Les Nichols**

THAT Bill Twaddle serve as Interim Chair of the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee until the official appointment of a Chair to the Committee has been announced by the Office of the Minister of the Environment and Climate Change.

Carried

CALL TO ORDER

The Interim Chair called the meeting to order at 9:05 a.m.

In Attendance: Interim Chair, Bill Twaddle
Andrew Barton, David Biesenthal, Bruce Davidson, Carolyn Day, Robert Emerson, Ken Furlong, Brent Lanktree, Les Nichols

Others Present: Beth Forrest, Ex-officio, Ministry of the Environment and Climate Change (MOECC)
Angela Newman, Ex-officio member, Grey-Bruce Health Unit
Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)
Nancy Guest, Recording Secretary, DWSP

Also in Attendance: Dick Hibma, Chair, Grey Sauble Conservation
Sonya Skinner, CAO, Grey Sauble Conservation
Wayne Brohman, General Manager/Secretary-Treasurer, Saugeen Valley Conservation
Emily Vandermeulen, Program Supervisor, DWSP
Karen Gillan, Communications Specialist, DWSP

Regrets: Kathie Hughes, Mark Kraemer, Mitch Twolan

Proxy Appointed by: Kathie Hughes

The Interim Chair updated the Committee respecting the outstanding Ministry appointments to Chair positions in various Regions and welcomed Dick Hibma, the newly appointed Chief Administrative Officer for Grey Sauble Conservation Sonya Skinner, Wayne Brohman, Beth Forrest and the new ex-officio from the Grey Bruce Health Unit, Angela Newman.

1. Adoption of Agenda

**Motion No.
SPC-17-269**

**Moved by Bruce Davidson
Seconded by Andrew Barton**

THAT the Agenda be adopted as distributed.

Carried

2. Declaration of Pecuniary or Conflict of Interest

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

3. Adoption of Minutes

**Motion No.
SPC-17-270**

**Moved by Les Nichols
Seconded by Brent Lanktree**

THAT the Minutes of the September 23, 2016 Source Protection Committee meeting be adopted as distributed.

Carried

4. Matters Arising from the Minutes

Proposed Source Protection Plan Amendments Report 4a

The Project Manager reviewed Report 4a and the amendments to the Source Protection Plan (SPP) that required finalization with respect to grammar and further clarification as to intent. These amendments are being made under s.51 of Ontario Regulation 287/07 and do not change the original intent of the policies.

Sewer Requirement for New Lots Policy #02-05 was reviewed noting that some municipalities are interpreting this policy to mean that any development on new lots would be prohibited unless the lots are serviced by a municipal sewage system. An addition to the wording of the policy was made clarifying that, new lots could be created where the lots will be serviced by a municipal sewage system “or an on-site septic system could be located outside of a vulnerable area with a vulnerability score of 10”.

Water Services for New Lots Policy #TP-04 addresses municipalities giving “due consideration” to including a provision in the Official Plan regarding the servicing of new lots in a wellhead protection area (WHPA) A or B with a vulnerability score of 10; as well as stipulating that new lots are only permitted where the property will be connected to a municipal water system. This policy, if applied to an Official Plan update, would restrict any development of new lots that are currently not serviced by municipal water systems within these vulnerable areas.

Possible changes to Road Salt Application Policy #12-01 are pending updates and direction to the Technical Rules from the MOECC, as well as best management practices or road salt management plans currently under development.

**Motion No.
SPC-17-271**

**Moved by Carolyn Day
Seconded by Robert Emerson**

THAT pursuant to s. 51 of O.Reg. 287/07, the Source Protection Committee for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region approves the Amended Source Protection Plan for the Saugeen Valley Source Protection Area, the Grey Sauble Source Protection Area and the Northern Bruce Peninsula Source Protection Area pending the implementation of changes, agreed to by the Source Protection Committee during its meetings on September 23, 2016 and February 3, 2017.

Carried

5. Correspondence

Copy of letter from Lake Simcoe Region Conservation Authority dated December 1, 2016 respecting a moratorium on water bottling was **noted and filed**.

A discussion followed respecting commercial water taking and water quantity matters and the Project Manager advised that he will contact the Committee members requesting comments if there are any relevant postings on the Environmental Bill of Rights (EBR).

6. Reports

Administration Report 6a

The Project Manager reviewed Report 6a and advised that there are several outstanding items included in the workplan.

Work on the transportation of fuels around highly vulnerable intakes located in the Great Lakes is expected to be undertaken in the next year, as well as updating the mapping respecting nutrient units and managed lands.

The websites located at <https://www.ontario.ca/page/list-environmental-approvals-and-registrations> and <https://www.wunderground.com/> provide information respecting water testing and emission approvals.

Changes to the Technical Rules may require possible increases in vulnerability scoring.

There is an opportunity for stewardship funding with the Great Lakes Guardian Community Fund and Tara has been identified as a suitable pilot project for tree planting and fencing due to its large WHPA-E area. Source Water will work with Grey Sauble Conservation when a stewardship coordinator has been appointed.

Seventy-five per cent of the risk management threats verification work has been completed and the remaining properties are in the process of being completed. The City of Owen Sound has been added to the municipalities using the Grey Sauble Conservation Risk Management office to assist in its implementation obligations.

Communications Report 6b

The Project Manager reviewed Communications Report 6b and advised that the workshop held in Tara in November 2016 was a successful outreach to agricultural sectors. The workshop covered a template for risk management and best practices respecting farming.

Staff attended a realtors tradeshow in October 2016 and were successful in informing attendees with respect to source water protection and risk management.

The Communications Specialist attended Farmers' Week in Elmwood, Ontario in January 2017 and had an opportunity to interact with producers and hear presentations respecting local stewardship projects that benefit soil and the environment.

The www.waterprotection.ca website is in the process of being updated to become more user-friendly and simplify the availability of information.

An update respecting the Saugeen Valley Conservation and Maitland Valley Conservation Agricultural Outreach Program was attached to the report and the facilitator of this program may attend an upcoming SPC meeting to discuss the progress of the program.

The Committee recessed from 10:05 a.m. to 10:20 a.m.

7. New Business

Environmental Bill of Rights Postings Comments Report 7a

The Project Manager reviewed Environmental Bill of Rights Postings Comments Report 7a and advised that members are welcome to offer comments as individuals and comments on behalf of the SPC should be agreed upon by consensus of the Committee and be submitted by the DWSP office. Members are welcome to forward any comments to the DWSP.

Contaminated Sites Update Report 7b

The Project Manager reviewed Report 7b and advised that the Owen Sound MOECC district office has a comprehensive database of all known contaminated sites and there appear to be none that they are aware of in Grey or Bruce Counties. DWSP Staff will meet with the Guelph MOECC district office to review any sites that may exist in the southern portion of our Region.

**Motion No.
SPC-17-272**

**Moved by Bruce Davidson
Seconded by Andrew Barton**

THAT Drinking Water Source Protection Staff suspend any review of threats from potential contaminated sites until such time as additional information or evidence that warrants further analysis becomes available.

Carried

New Ripley Wells & Point Clark Delineations Consultation Report 7c

The Program Supervisor reviewed the new well delineations in a powerpoint presentation and advised that the larger wellhead protection area (WHPA) for Ripley is due to new methodology. The Project Manager reviewed Report 7c and advised that the new delineations have been presented to Huron-Kinloss and people have 35 days to comment during the consultation period which starts March 1, 2017 and ends at 4:30 p.m. on April 7, 2017. It is anticipated that the Source Protection Plan amendments will be submitted to the MOECC by the end of April or early May.

**Motion No.
SPC-17-273**

**Moved by Carolyn Day
Seconded by Bruce Davidson**

THAT the Source Protection Committee for the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Region approves the Amended Source Protection Plan for the Saugeen Valley Source Protection Area, the Grey Sauble Source Protection Area and the Northern Bruce Peninsula Source Protection Area with respect to the Ripley wells and Point Clark delineations pending the implementation of changes agreed to by the Source Protection Committee during its meetings on September 23, 2016 and February 3, 2017; and further,

THAT: Drinking Water Source Protection Staff be directed to forward the Amended Source Protection Plan, following the public consultation period, to the Saugeen Valley Source Protection Authority, to seek support prior to submission to the Ministry.

Carried

8. Other Business


Dave Biesenthal requested that a letter be sent to each member of the Agricultural and Rural Working Group thanking them for their contribution to the program.

There was no other business.

9. Confirmation of Next Meeting and Adjournment

The next Committee meeting will be held on **Friday, June 23, 2017** at the **Walkerton Clean Water Centre**, 20 Ontario Street, Walkerton, Ontario.

There being no further business, Ken Furlong made a motion to adjourn at 11:50 a.m.



Bill Twaddle
Chair

Nancy Guest
Recording Secretary

Minutes of June 8, 2017
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

Present: Mayor George Bridge, CAO/Clerk Bill White, Councillor Mary Lou Colwell, Councillor Jean Anderson, Business & Economic Manager Belinda Wick-Graham, Economic Development Assistant Taylor Keunen, Kelly Schafer, Harold DeVries, Gerry Horst, Kirk Brownell, Treasurer Gordon Duff, Glen Hall and Carol Simpson.
Regrets were received from, Hope Reidt, Chair Jonathan Zettler and Alison Armstrong.

Wick-Graham opened the meeting at 3:08 p.m.

The Committee reviewed the previous meeting minutes.

MOTION

Moved by: Mayor George Bridge and Seconded by: Harold DeVries

THAT the Economic Development and Planning Committee approve the minutes of the April 13, 2017 meeting.

CARRIED

Roundtable

Kelly Schafer reported that she had been working on in-class mini school career fairs are looking for potential speakers; Harold DeVries offered to be a speaker. Schafer reported there was a youth opportunities fair in Guelph on May 24, 2017 with over 300 students and 25 employers and will be running the event again in 2018.

Treasurer Duff noted Wingham is having trouble recruiting doctors and finding spousal employment and that Minto is thriving in this area with several doctors interested in coming to Minto.

Gerry Horst highlighted that OMAFRA has difficulty in internally finding metrics and as it takes a lot of municipal work and are working on addressing this issue, but have found that using the Downtown Revitalization tool is an asset. Horst noted that these were a record number of RED applications received and are working on providing results soon. He provided slides on Rural Agriculture and Economic Development strategy to the Committee. Horst announced that Mapleton had hired a new Economic Development Coordinator, Tammy McQueen.

Wick-Graham reviewed the Downtown Revitalization surveys for Harriston, Clifford and Palmerston for 2016.

Councillor Colwell shared that she attended the FCM Conference and was very proud of Minto's Economic Development accomplishments.

Kirk Brownell noted that the Palmerston Public School approached TG Minto about "The Leader in Me" program looking for funding. He said that the program is being implemented in 3700 schools worldwide and that the Committee could learn more at www.leaderinme.org. More information will be forwarded to Minto staff.

Harold DeVries reported that Starter Company would be looking at doing a third intake and that there were approximately 40 people involved at various stages. DeVries noted that there will be a pitchit completion in July and that four out of fourteen participants were from rural Wellington municipalities.

Minutes of June 8, 2017
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

Glen Hall announced that OSiM Interactive's cultural mapping will be seeing major revamping roll out within the next 4-5 weeks with more modern features and that this would be seen on the Treasures of Minto website.

Carol Simpson reported that there was a major healthcare consult at Conestoga College with many individuals from the healthcare sector interested. Simpson would like to roll out focus groups and contacts about Employer One information and will be working on establishing Workforce Development Committees with a few consultations in the fall. Skills Link project is still in review. Simpson noted that Manufacturing Day would be on October 6th, 2017, so far there are 20 employers signed up with bus loads of various service providers.

Taylor Keunen reported that several of the Minto Youth Action Council (MYAC) members attended the Joint Economic Development meeting on Wednesday May 17, 2017. Keunen noted MYAC is planning their summer events: the Amazing Race and an Outdoor Movie Night in Clifford. The new Butter Tarts & Buggies brochures are now available and Mapleton is now a participating municipality.

Councillor Jean Anderson announced that the Garden Festival on Saturday June 3, 2017 was a huge success Anderson shared that the FCM conference was excellent and that she felt very proud and far ahead in the game in terms of Minto and its Economic Development projects and priorities.

Wick-Graham announced there were three graduates in the School within a Factory program from TG Minto in June with seven people total enrolled to date.

The committee chose October 18th for the Fall Joint Economic Development Committee Meeting; Wick-Graham shared that Hanover LaunchPad, a youth-training and development space, is looking for ways to collaborate with LaunchIt Minto; staff are exploring the idea of sponsoring Minto youth to attend workshops at LaunchPad. Hanover is interested in LaunchIt's Business Flight program, LaunchIt would administer. Hanover is looking at joining the Women of Wellington and Saugeen Area (WOWSA), which currently consists of only Minto and some Wellington-North members, rotating events between the communities will be considered.

Wick-Graham announced that she and Tom Lusi from the County of Wellington are collaborating on a Municipal Immigrant Pilot Project. She highlighted that there is a significant Filipino population in Palmerston with many being employed across several larger corporations and businesses in Minto. Wick-Graham announced that an event for networking and a question & answer session will be held at the CNRA Clubhouse on Wednesday June 28, 2017 for Filipinos and several employers. The event will serve as a focus group and targeted approach to receive more information on making Minto more inclusive and how to reach out and encourage more people to move to Minto.

Wick-Graham reported that the County of Wellington has a BR&E Implementation Fund worth \$10,000.00 for the year. She presented the Town of Minto Business Retention & Expansion Action Plans for 2016-2018, attached as Schedule "A". The Committee decided to apply for funding for Youth Engagement & Retention. Keunen shared that North for Youth is currently in the process of applying for funding for a social enterprise for youth, members of the North for Youth Committee are working in several online seminars to go through the application process. Keunen noted that the social enterprise would be a hub for youth offering various

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services in their interests, such as marketing, web design, graphics and social media, and offer the services to local groups and businesses in need of the services. Keunen is currently in the process of gathering information and resources for an application for Minto to become a certified Youth-Friendly Community and is waiting for the application and criteria to be posted.

CAO/Clerk Bill White stated that land and housing is a priority for the funding and that website enhancement and engineer drawings would be key in future development. Mayor Bridge noted that the County reduced Tax rates for new residential to 1.1%, making way for more four or five-plex developments rather than apartments buildings. Wick-Graham showed the Committee Minto's Downtown Revitalization Surveys and the results of the surveys over the years to show that data is being collected to see trends and improvements over years.

Wick-Graham provided an update on the recent Palmerston Industrial Park land sales which included sales to JP Horrigan Investment Inc.(Lot 1D), Shaun & Kierra Weale of Inland Insulation (Lot 7C), and Shrimp Canada (Lot 3). All are one acre parcels.

Treasurer Gordon Duff reported on the Vacancy Rebates progress to date with a proposal being passed at the previous County meeting by the Ministry of Finance. He shared that Wellington North, Erin and possibly Puslinch would be following suit

Wick-Graham noted that there were no minutes provided, but the Harriston Downtown Revitalization Committee did meet on June 5, 2017 and discussed Street Party planning.

Councillor Mary Lou Colwell informed the Committee that Savour in the Street, a new take on Savour the Flavour in conjunction with the Harriston Street Party, would be taking place from 5:30 pm – 8:00 pm for \$25 on Saturday August 12, 2017. Wick-Graham added that there would be local food providers and chefs preparing sides with a pig roast being served. Councillor Colwell also noted that the Annual Chamber Networking BBQ would be held at John Cox's property Thursday August 17, 2017.

Glen Hall reported on behalf of LaunchIt that it was very busy gearing up for the summer and that things were going well. A new LaunchIt/Chamber student for the summer has been hired, Hunter Rowley.

Wick-Graham provided an update on the Elevate Agriculture Project. The Committee was connecting with Farmlink.net and would be working to be the first partnership in the area. There are currently 110 people actively searching for farms to purchase in Canada. Somer Gerber had begun contacting people and surveying them to see what people in the area are looking for so that they can build a regional profile. CAO/Clerk Bill White noted that the Youth and agriculture video created at the 2016 International Plowing Match would be a good promotional video for the program.

Next Meeting: Thursday September 14, 2017 at 3:00 pm in the Town of Minto Council Chambers

Taylor Keunen
Economic Development Assistant

Minutes of June 8, 2017
ECONOMIC DEVELOPMENT & PLANNING COMMITTEE
Town of Minto Administration Office 3:00 p.m.

Schedule “A”

Town of Minto Business Retention & Expansion Action Plans for 2016-2018

Opportunity	Action Plan for 2016 – 2018	By Who (Lead)
1 Marketing & Promotion of Minto	<ul style="list-style-type: none"> a) Continued Implementation of Alumni Attraction Program b) Community Open House/Familiarization Tours geared towards the residential audience c) Update Community Profile d) Continue to meet annually with MEDG & OMAFRA e) Promotion of Certified Site f) Development of an Artist Relocation Program – Promotion of Live/Work Space in the Downtown Core g) Business Familiarization Tours h) Promote available land through the real estate board i) Creation of a Marketing Plan and a partnership with residential developers to promote Minto and their developments j) Develop relationships with agencies/developers to offer affordable housing options. k) Implement signage plan 	<p>Belinda Partners: County of Wellington Minto Chamber of Commerce LaunchIt Minto OMAFRA MEDG</p>
2 Downtown Revitalization	<ul style="list-style-type: none"> a) Enforce stronger rules and regulations for downtown property owners to maintain their buildings and continue to pursue the changes to the Vacancy Rebate Program b) Develop a Retail Recruitment Strategy c) Continue to Support & Grow PitchIt Business Plan Competition. d) Increase promotion of the CIP incentives e) Continued staff support of Renew Northern Wellington f) Research buy-local programs to find new and innovative ways encourage residents to support local. g) Research innovative ways to utilize recreational facilities as a draw for the downtown cores. 	<p>Belinda Partners: Building Dept. Recreation Dept. County of Wellington Wellington North Minto Chamber of Commerce LaunchIt Minto Downtown Revitalization Committees. BCGW SEDC</p>

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3 Support and Promotion of LaunchIt Minto & Business Services in the Area to Enhance the Entrepreneurial Ecosystem	<ul style="list-style-type: none"> a) Promote networking opportunities available through WOWSA b) Promote the Business Flight Program c) Increase awareness of the Business Centre of Guelph Wellington and Saugeen Economic Development Corp. d) Continue to deliver training and mentorship opportunities for area businesses. e) Investigate opportunity to partner and expand LaunchIt services to neighbouring communities 	<p>Belinda</p> <p>Partners:</p> <p>County of Wellington Minto Chamber of Commerce LaunchIt Minto BCGW SEDC WOWSA Mapleton Wellington North Listowel COC</p>
4 Workforce Development	<ul style="list-style-type: none"> a) Work with the County to attract new immigrants and retain University and College Graduates. b) Work with the County on researching a transportation system to service local employment needs (Rural Uber – e.g. Innisfil) c) Continue to promote liveandworkminto.com for employers to post local job listings and job seekers to access local opportunities d) Continued support for quality of place initiatives to attract “creative class” and newcomers. 	<p>Belinda</p> <p>Partners:</p> <p>Waterloo, Wellington, Dufferin Workforce Planning Board County of Wellington Local Immigration Partnership Career Education Council Upper Grant District School Board Norwell D.S.S.</p>
5 Development of Local Food Sector	<ul style="list-style-type: none"> a) Continue to support Taste Real Program and initiatives b) Continue to support the Minto Farmers’ Markets c) Investigate the development of an Agricultural Incubator/Community Kitchen d) Investigate ways to expand Savour the Flavours beyond a one-day event. 	<p>Belinda</p> <p>Partners:</p> <p>County of Wellington Minto Chamber of Commerce OMAFRA Mapleton Wellington North Mapleton Farm Start</p>
6 Youth Engagement & Retention	<ul style="list-style-type: none"> a) Continue to build a relationship with Norwell D.S.S. and connect with the students about programs such as LaunchIt & Summer Company b) Continued support for the Minto Youth Action Council c) Host a Youth Connections Event 	<p>Belinda</p> <p>Partners:</p> <p>Norwell D.S.S. Youth Resiliency Coalition Minto Youth Action Council Workforce Planning Board Mapleton Wellington North</p>
7 Communication	<ul style="list-style-type: none"> a) Continue to host the Mayor’s Breakfast Series b) Continue to produce a yearly communication booklet. c) Continue the monthly Corporate Call Program 	<p>Belinda</p> <p>Partners:</p> <p>County of Wellington Minto Chamber of Commerce</p>



TOWN OF MINTO

DATE: July 7, 2017

REPORT TO: Mayor & Council

FROM: Belinda Wick-Graham, Business & Economic Manager

SUBJECT: Palmerston Industrial Land Agreement of Purchase & Sale – Lot 1A

STRATEGIC PLAN:

4.3 Ensure there is sufficient serviced/serviceable land for a variety of uses in Minto's three urban areas, and maintain a supply of municipally owned serviced industrial land for sale to business in accordance with Town policies.

BACKGROUND:

In 2015, Grant and Amy Habermehl built Grant's Service Centre at 55 Minto Road, as well as Minto Self Storage at 161 Frank Lambier Court.



On March 23rd the Habermehl's submitted a Letter of Intent to purchase Lot 1A in the Palmerston Industrial Park. The plan is to construct more self-storage units.

COMMENTS:

The Habermehl's own two growing businesses in the industrial park and are active in the community. The zoning of Lot 1A allows self-storage units.

FINANCIAL CONSIDERATIONS:

The Habermehl's are offering full asking price of \$15,000/acre.

RECOMMENDATION:

That the Council of the Town of Minto receives the July 7, 2017 report from the Business and Economic Manager regarding the Agreement of Purchase & Sale for Lot 1A in the Palmerston Industrial Park and authorizes the Mayor and the Clerk to sign the Agreement of Purchase & Sale.

Belinda Wick-Graham, Business & Economic Manager



TOWN OF MINTO

DATE: July 7, 2017

REPORT TO: Mayor & Council

FROM: Belinda Wick-Graham, Business & Economic Manager

SUBJECT: Palmerston Industrial Agreement of Purchase & Sale –
Lot 5, Krosinski

STRATEGIC PLAN:

- 4.3 Ensure there is sufficient serviced/serviceable land for a variety of uses in Minto's three urban areas, and maintain a supply of municipally owned serviced industrial land for sale to business in accordance with Town policies.

BACKGROUND:

On Friday May 26, 2017 CBO Kuipers and Business & Economic Manager Wick-Graham met with Jack Krosinski from Krosinski Enterprises Inc. to discuss his interest in purchasing industrial land within the Palmerston Industrial Park for a medical cannabis production facility and as the law permits recreational cannabis.



Mr. Krosinski has been working with Heath Canada since 2013. His initial application was for a distribution license but due to legislative and marketplace changes the Purchaser amended the application to a distribution and cultivation license and is currently in stage 5 of 7 of the review stage.

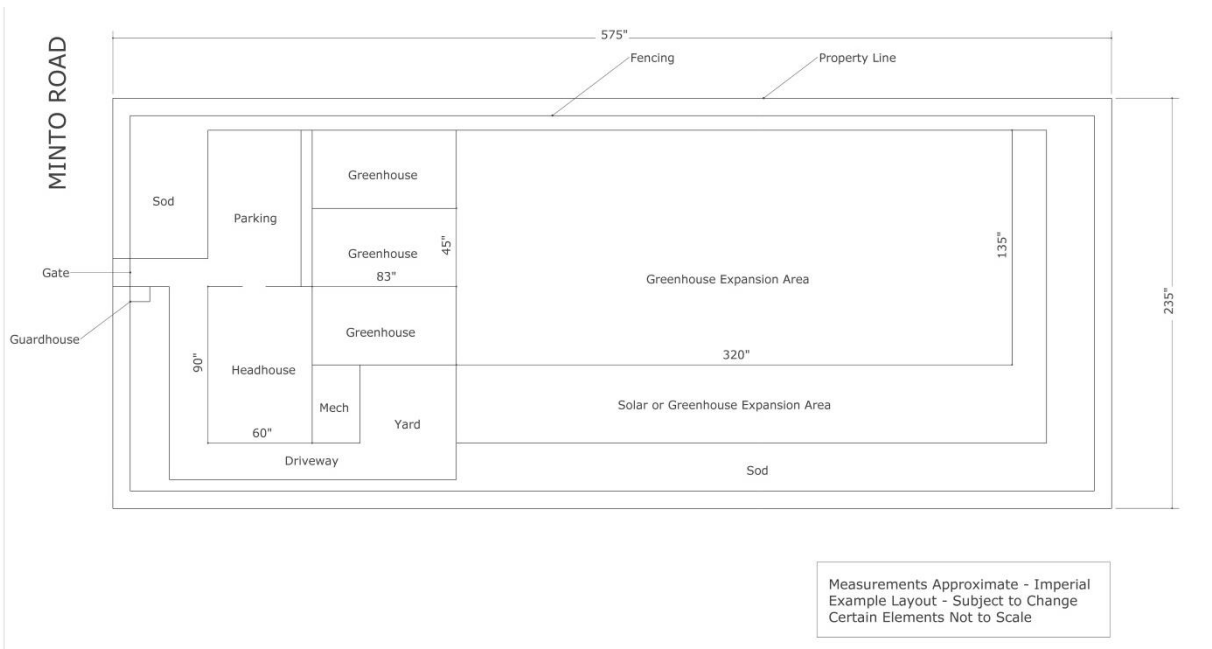
The initial building is proposed to include a 5,000 sq. ft. processing head house and three 5,000 sq. ft. cultivation greenhouses. Mr. Krosinski has highlighted that initially he expects to employ eight employees but projects that future employment based on comparable operations could be 100 employees.

The Purchaser has offered full asking price of \$45,000 (\$15,000/acre) for the three acres contained in Lot 5 with the First Right of Refusal for Lot 4. The proposed building will meet the minimum building coverage covenant. The agreement is conditional upon rezoning.

COMMENTS:

Rezoning of the property is needed to allow cannabis cultivation. Under the agreement of purchase and sale the Town starts the re-zoning

procedure to have the land use considered under Planning Act procedures. This requires a public meeting and discussion around land use planning issues with the proposal. This report is not a preliminary land use analysis; it seeks direction on whether to proceed with the conditional agreement of purchase and sale. Below is a preliminary layout of the site.



Staff's preliminary research, including speaking with other municipalities that host similar facilities, determined these are pharmaceutical grade facilities that are highly regulated for security and quality. Additional information will be brought forward by the purchaser during the rezoning process.

It is recommended Council sign the agreement of purchase and sale with the condition on rezoning. Once the rezoning process begins community input will be obtained and the land use assessed from a planning perspective. If rezoning is approved the agreement of purchase and sale moves forward, but if it is not then the sale does not proceed.

FINANCIAL CONSIDERATIONS:

Krosinski Enterprises Inc. is offering full asking price of \$15,000/acre.

RECOMMENDATION:

That the Council of the Town of Minto receives the July 7, 2017 report from the Business and Economic Manager regarding the Agreement of Purchase & Sale for Lot 4 in the Palmerston Industrial Park and authorizes the Mayor and the Clerk to sign the Agreement of Purchase & Sale.

Belinda Wick-Graham, Business & Economic Manager



TOWN OF MINTO

DATE: July 11, 2018
REPORT TO: Mayor and Council
FROM: Annilene McRobb, Deputy Clerk
SUBJECT: Lease Agreement – County of Wellington Library

STRATEGIC PLAN

8.12 Promote and support development of Minto's authentic heritage and culture to assist with creating a unique family destination. Work with local heritage groups to create tours and integrate historic stories into local tourism product.

BACKGROUND

In 2012, the Town of Minto entered into a lease agreement with the County of Wellington to rent 1,695 square feet of space in the third floor of the newly renovated Harriston library and sublet the area to both the Harriston Historical Society and the Minto Arts Council at a reduced rate.



The Minto Arts Council has used space in the attic of the library since 1996 when the library belonged to the Town of Harriston. The Arts Council is a non-profit, volunteer-directed organization designed to promote and encourage participation in and enjoyment of the arts and heritage of Minto. The Arts Council is satisfied with their sublease.

The Harriston Historical Society had previously rented space in a downtown storefront before moving to the library in 2012. The Historical Society is a not for profit group whose primary function is to collect, preserve, conserve, interpret, and exhibit materials of historical interests relating to Harriston and Minto. At the June 6, 2017 they approached Council with concerns regarding the cost of their lease, and long term sustainability.



COMMENTS:

The County lease proposes a 20% increase for five years, from \$10 a square foot to \$12 a square foot annually. This rate of \$1 per square foot per month is reasonable for such space in Harriston.

The Arts Council and Historical Society each pay the Town \$3,000 per annum each for a total for \$6,000 paying 37% of the cost associated with the lease. The Harriston Historical Society struggles to fund their costs for the sub-lease. Mayor Bridge and C.A.O. Clerk White met with members of the Historical Society July 7. A number of ways to assist the Historical Society, and possibly other groups, to raise rental funds were discussed at the July 7

meeting. A recommendation will be brought forward this fall. Rent payments for both the Arts Council and the Historical Society are current to the middle of the year. A final bill will be sent out at year end that will reflect any changes that may be negotiated.

FINANCIAL CONSIDERATIONS.

The Town budgeted \$23,500 in 2017 for expenses paid to the County under this lease. This amount is offset by \$6,000 revenue from the two groups. In addition to lease payments the Town pays certain cleaning, snow removal and utility costs. It is not recommended the Town pass on the County's increase on to the Historical Society or the Arts Council. Depending on solutions brought forward in the fall, the 2018 budget allocation will be adjusted.

RECOMMENDATION

THAT Council receives the July 11, 2017 report from the Deputy Clerk regarding Lease Agreement – County of Wellington Library and that a Council considers a By-law in open session authorizing the Mayor and Clerk to sign the lease.

Annilene McRobb
Deputy Clerk

HARRISTON HISTORICAL SOCIETY

SUBMISSION TO COUNCIL for the June 6/17 Meeting

SUBJECT: Request for rental agreement review

WE APPRECIATE THE OPPORTUNITY TO SPEAK TO COUNCIL REGARDING OUR RENTAL AGREEMENT.. IT IS A PLEASURE TO WORK FOR THE TOWN OF MINTO TO PRESERVE AND DISPLAY OUR LOCAL HISTORY AND IS AN IMPORTANT SERVICE FOR OUR RESIDENTS AND VISITORS. PRESERVING OUR MUNICIPAL HERITAGE IS PART OF COUNCIL'S MASTER CULTURAL PLAN AND SHOULD BE KEPT....

OUR HOME IN THE LIBRARY HAS CERTAINLY BEEN A BONUS FOR US WITH EXPOSURE AND SPACE TO MEET OUR MANDATE...OUR INVENTORY AND COLLECTION OF MEMORABILIA AND RECORDS SHOWS THE INCREASING PUBLIC INTEREST. SINCE OUR INCORPORATION IN 2010 THERE HAVE BEEN OVER 6000 VISITORS TO OUR DISPLAY ROOM AND LAST YEAR ALONE 125 REQUESTS FOR LOCAL AND FAMILY HISTORY INFORMATION.

WHILE WE WORK HARD TO FUNDRAISE BUT IT IS BECOMING DIFFICULT TO REACH OUR TARGET OF OVER \$4500. PER YEAR TO KEEP THE DOORS OPEN.. WE THANK THOSE BUSINESS WHO DONATE ON AN ANNUAL BASIS BUT THEY HAVE LIMITS ALSO, ESPECIALLY IN A SMALL TOWN WITH NUMEROUS GROUPS REQUESTING DONATIONS..

ATTACHED IS A COPY OF OUR YEAR-END STATEMENT AND CURRENT FINANCIAL STATUS. AS YOU CAN SEE WE DO RAISE ENOUGH TO COVER OUR OPERATING AND PART OF THE RENT. AS A NOTE OF INTEREST, NUMEROUS MUNICIPALITIES OFFER FREE SPACE FOR THEIR HISTORY GROUPS.

WE WOULD ASK COUNCIL TO REVIEW OUR AGREEMENT AND CONSIDER LOWERING OUR RENTAL RESPONSIBILITY THAT WE MAY CONTINUE TO SERVE THE PUBLIC AND THE TOWN OF MINTO IN HISTORY PRESERVATION.

THANKS FOR YOUR TIME IN THIS MATTER.

the executive
THE HARRISTON HISTORICAL SOCIETY

**HARRISTON HISTORICAL SOCIETY
FINANCIAL REPORT
(GENERAL ACCOUNT)**

For the Period of JANUARY 1, 2016 – DECEMBER 31, 2016

Income

Sponsorships	\$ 904.00
Memorials	\$ 140.00
Donations (Individuals)	\$ 195.00
Donation Box	\$ 201.40
Memberships	\$ 335.00
Fundraising/Silent Auctions etc.	\$ 783.19
Sales	\$ 75.00
HST Refunds	<u>\$ 329.79</u>

Total Income	\$ 2,963.38
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Expenses

Rent	\$3,390.00
Bank Fees	\$ 45.00
Supplies/Acquisitions	\$ 1,064.24
Honorariums	\$ 200.00
Insurance	\$ 567.00
Facility Fees/Rentals	\$ 75.00
Advertising	<u>\$ 53.25</u>

Total Expenses	\$ 5394.49
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**HARRISTON HISTORICAL SOCIETY
FINANCIAL REPORT
(GENERAL ACCOUNT)**

For the Period of April 19, 2017 –May 16, 2017

Bank Balance Forward (April 19, 2017)	\$2,739.41
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Income

Memberships	\$ 5.00
Memorial	\$ 20.00
My Tribute Gift	<u>\$ 46.00</u>
Total Income	\$ 71.00

Expenses

Rent (May)	\$ 282.50
Bank Fee	\$ 3.75
Frey Commuications	<u>\$ 201.13</u>
Total Expenses	\$ 487.38

Balance as of May 16, 2017	\$2,323.03
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TOWN OF MINTO

DATE: July 13, 2017

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

SUBJECT: Minto Secondary Plans

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.

Maintain and enhance infrastructure to protect public health and safety, prevent property damage, maintain high quality of life, and effectively manage financial resources to ensure Minto is an attractive and viable community for family living and business investment.

BACKGROUND:

Over the last few years Minto staff and Council have contemplated future growth options in all three urban areas as various issues came forward. In March 2016 County growth forecast information was presented to Council as information. This forecast formed the basis of major changes to Provincial planning legislation that took effect July 1, 2017. A County staff report on the new policy and legislative changes is attached.

The growth forecast from 2016 includes population and household forecasts for 2031, 2036 and 2041. County population is projected to increase nearly 45,000 people living within 15,780 new households over 25 years. 62% of people will live in urban areas up from 51% in 2016.

**Wellington County
Projected Growth in Wellington County to 2041**

	2016	2031	2036	2041
<i>Total Population¹</i>	95,805	122,000	132,000	140,000
<i>% of Population in Urban Centres</i>	51	59	61	62
<i>Households</i>	32,960	42,290	45,750	48,740
<i>Total Employment²</i>	40,070	54,000	57,000	61,000

**Town of Minto
Projected Growth in Wellington County to 2041**

	2016	2036	2041
<i>Total Population¹</i>	9,065	12,380	12,810
<i>Households</i>	3,280	4,435	4,610
<i>Total Employment²</i>	3,830	4,900	5,130

Minto is shown to be growing by 3,745 people living within 1330 new homes. This is a housing unit creation rate of 53 per year, a figure that may be met in 2017 but is well above historic levels of about 30 homes per year.

Using the rural urban breakdown, it is expected 25 to 32 homes per year will be located in Minto's urban areas. Accommodating this kind of growth will require infrastructure improvements and new areas to be opened for development. For example another 635 homes in Palmerston over 25 years requires on-going improvement to inflow and infiltration at the waste water plant, upgrades to increase plant capacity, and boundary adjustments to add land to the urban area. As the industrial park continues to develop the need for the Minto Street pumping station becomes more immediate. The size of the station built will depend on the area of land it is services.

There may be sufficient land within the urban boundaries to accommodate 165 more homes in Clifford and 400 in Harriston, but some secondary plan work would identify road patterns and link key infrastructure investments to future development lands. In Harriston a Class EA to expand the industrial park should be completed this year. In Clifford reconstruction of Elora Street from Park to West Heritage will open up new areas for development. Secondary planning the northwest part of Clifford should start this year before reconstruction begins.

	2016	2036	2041
CLIFFORD			
<i>Total Population¹</i>	875	1,270	1,350
<i>Households</i>	355	490	520
HARRISTON			
<i>Total Population¹</i>	2,095	3,260	3,240
<i>Households</i>	795	1,195	1,195
PALMERSTON			
<i>Total Population¹</i>	2,875	4,310	4,660
<i>Households</i>	1,080	1,590	1,715
OUTSIDE URBAN CENTRES			
<i>Total Population¹</i>	3,220	3,530	3,560
<i>Households</i>	1,050	1,160	1,180

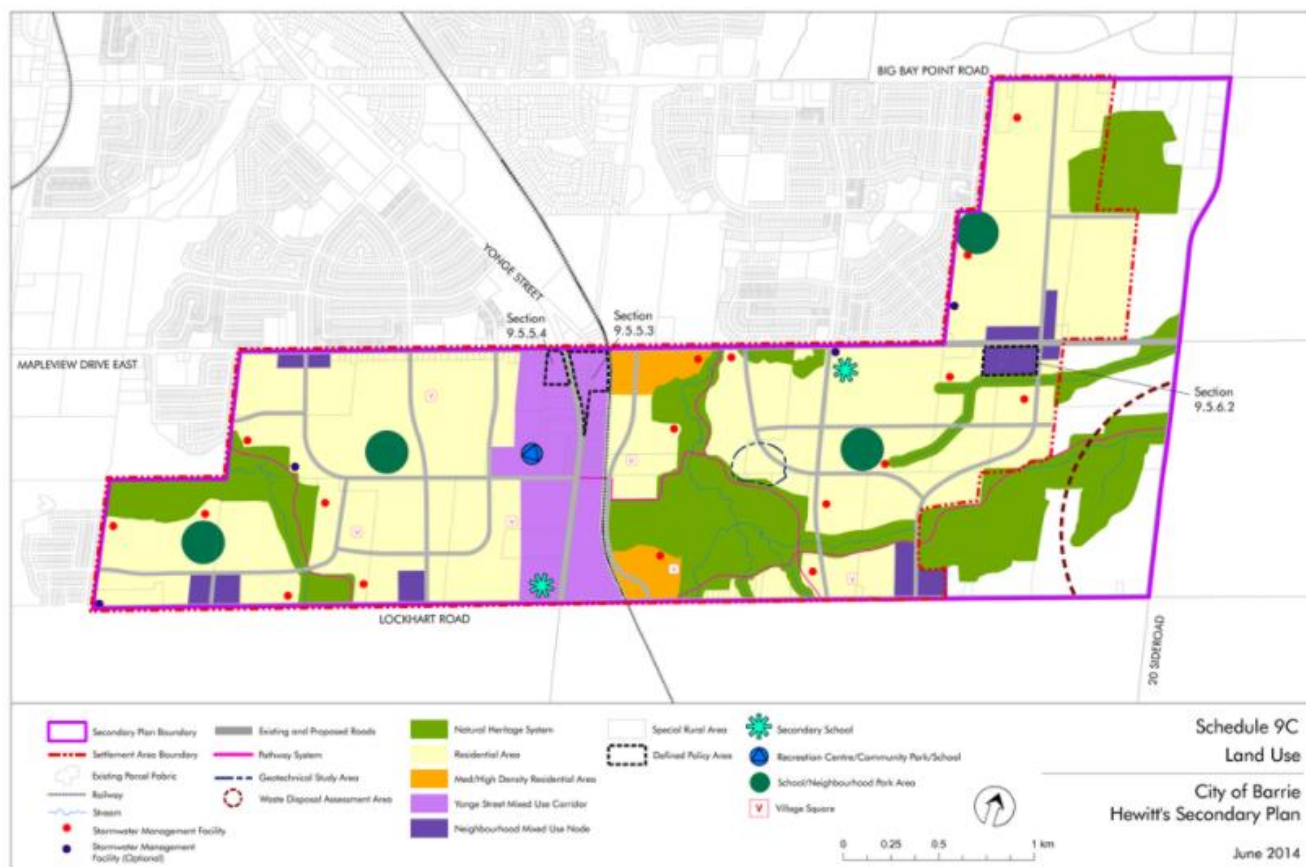
Secondary Plan Purpose

The purpose of this report is to set the stage for Minto to commence more detailed planning in key parts of the municipality. One approach to this is to prepare a secondary plan. A secondary plan establishes "local development policies to guide growth and development in defined areas of a municipality where major physical changes are expected and desired" A Secondary Plan:

- adapts and implements the objectives, policies, land use designations and overall planning approach of the Official Plan to fit with local area.
- establishes local development policies unique to an area that will guide growth and change in that area.
- promotes a desired type and form of physical development in a specific area.
- guides public and private investment.

The secondary planning process differs from a Class EA, which is a legislated tool in place to evaluate the potential impacts of constructing new municipal road extensions to service lands planned for future development primarily on public lands. Secondary planning and the draft plan of subdivision process when applied to private lands typically replace the need for a Class EA. The intent in Minto's case is to prepare secondary plans for key parts of the Town for inclusion in the County Official Plan during their next five year review in 2019.

Below is a sample secondary plan map from another municipality. It shows road patterns, land use, greenbelt areas and other details that guide future development.



COMMENTS:

Department Heads have discussed land availability and development needs for several months as more and more offers came in for industrial property in Palmerston and as lots continued to sell on Town lands in Clifford. Council has looked at options for buying land to maintain an industrial inventory, but no specific parcels are being acquired at this time. The issue is the cost to acquire and service land against what it might sell for in the future.

Staff met with the County Manager of Planning & Environment and the Manager of Policy Planning to look at secondary planning options in northwest Clifford and west Palmerston. One challenge presented by the Provincial Plan changes is that the boundary adjustments are no longer possible except part of a five year review of an official plan. Before July 1 a landowner could apply to change an urban boundary by completing a “comprehensive review” which looked at the need, servicing, environmental hazards and other matters before a boundary adjustment might be approved. This is the process Barry Heinmiller went through before he could submit his draft plan of subdivision east of Minto Road, Palmerston.

In addition to limiting boundary adjustments to a five year review of an official plan, the new legislation requires the County initiate these changes by completing a number of very

specific reports that look at the expansion in the community measured against available lands throughout the County. This means boundary adjustments in Minto will depend to a degree on available land, servicing and other land use factors in other urban areas across Wellington County. The County can begin to deal with expansion requests during their five year review beginning in 2019. Until then County staff supports Minto starting a secondary planning process to identify where boundary expansions in Minto may be most effective. This will provide some information needed for the County's 2019 comprehensive review.

The map shows (in red) the secondary plan area in northwest *Clifford* where major servicing work will occur on Elora Street. Some road and trail ideas are shown to illustrate some concepts to be discussed in the area.



This secondary plan will identify future road patterns and trunk servicing issues that will help prepare the final design for the 2018 construction, but a formal comprehensive review during the County Official Plan update in 2019 is not needed because the lands are inside the urban boundary.

There are other lands on the edge of the built up area of Clifford that should be assessed as to servicing capability. These are potential development lands inside the urban boundary that have had no recent pre-planning work completed. The secondary planning process for Clifford should account for these lands.

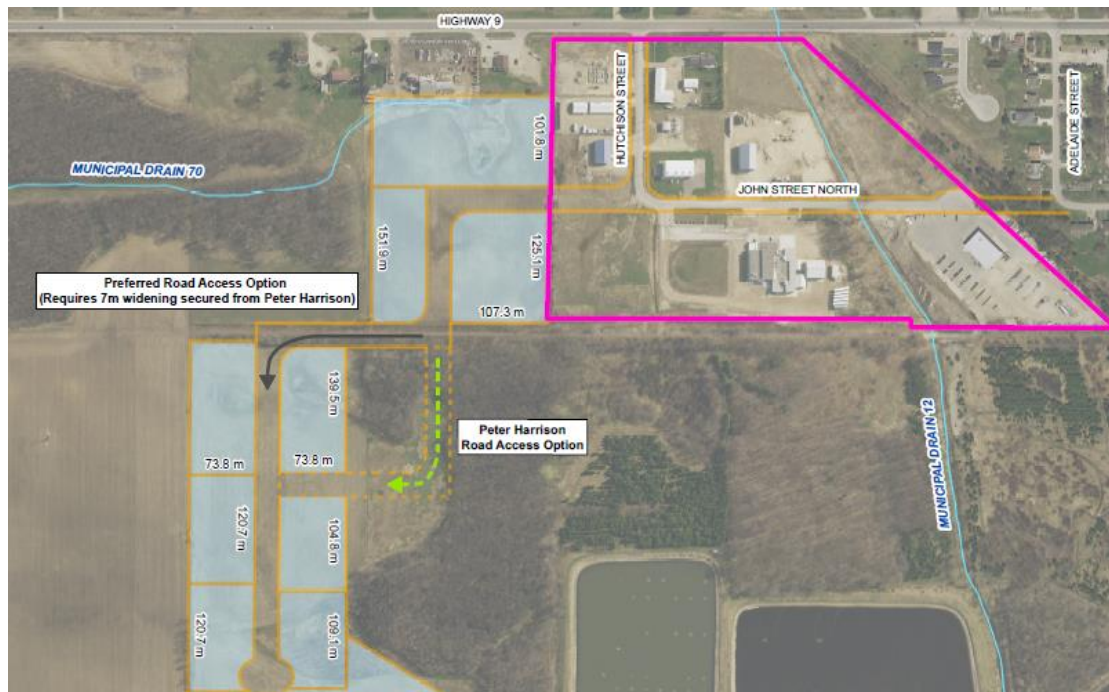
This map below shows a potential expansion area in *Palmerston* (in red) relative to the Heinmiller Subdivision and the future Minto Street Pumping Station. This area does require



a comprehensive review because much of it is outside the urban boundary and will require a boundary adjustment. The Heinmiller Subdivision has a pre-approved official plan amendment on appeal to the Ontario Municipal Board that provides additional development phases by virtue of a comprehensive review done a few years ago. It appears these added lands can be serviced with sanitary sewer from the future pumping station on Minto Road.

The secondary planning process will help Triton Engineering size the pumping station for the Town so that the design allows for capacity to be added as future development occurs. There are other lands on the edges of the built up area inside the urban boundary of Palmerston that should be assessed as to servicing capability (in orange above). These are potential development lands that have had no recent pre-planning work completed. The secondary planning process for Palmerston should take into account these lands.

In *Harriston* the main secondary planning work is in the Harriston Industrial Park. The Class EA for this work will be brought forward to Council for approval this fall. Decisions made on the Class EA directly affect future servicing work needed in Harriston.



Staff will need to confirm with County Planning Staff whether the secondary planning work will eliminate the need for a Class EA process for Palmerston and Clifford. It may be that the comprehensive review under the County Official Plan would eliminate the need for an EA. Either way secondary planning helps make future servicing decisions as it allows for a rational look at how communities can develop. Public and agency input will be sought throughout the process to assist with staff recommendations and decisions by Council

FINANCIAL CONSIDERATIONS:

It is proposed to initiate the secondary planning process in Palmerston and Clifford “in-house” with support from Triton Engineering and County Planning Staff

RECOMMENDATION:

That Council receive the C.A.O. Clerk’s July 13, 2017 report Minto Secondary Plans, and directs staff to start a secondary planning process in northwest Clifford and west Palmerston.

Bill White C.A.O. Clerk



COUNTY OF WELLINGTON

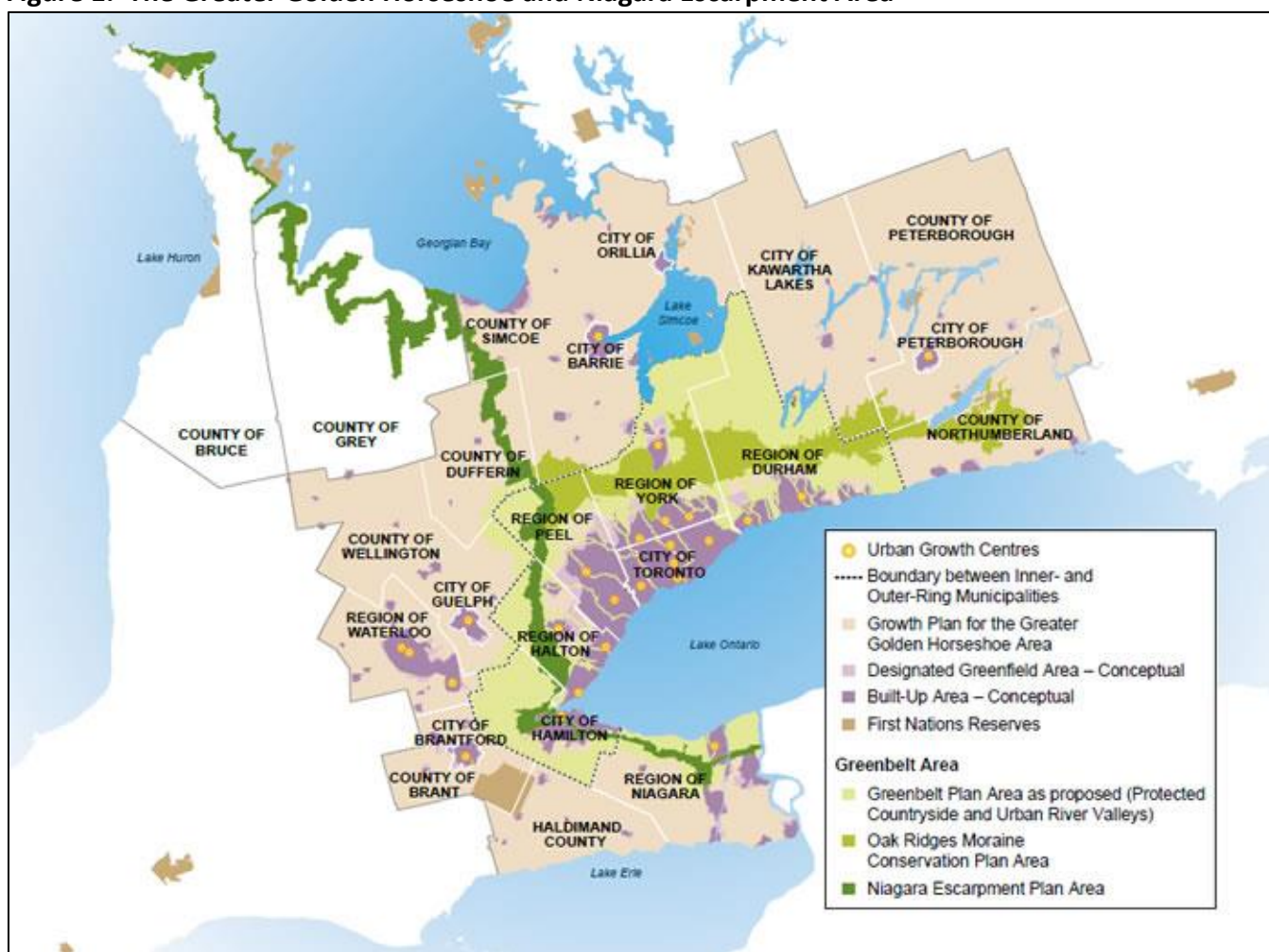
COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Mark Paoli, Manager of Policy Planning
Date: May 31, 2017
Subject: **PROVINCIAL PLAN UPDATES**

1.0 Background:

The province released updates to the Growth Plan for the Greater Golden Horseshoe (the Growth Plan) and the Greenbelt Plan on May 18, 2017. The extent of the Greater Golden Horseshoe and Greenbelt Plan are shown in Figure 1 below.

Figure 1: The Greater Golden Horseshoe and Niagara Escarpment Area



Source: Ministry of Municipal Affairs and Housing

2.0 Main Changes

The main changes identified in our initial reviews of the updated Plans are described below.

2.1 Main changes common to the Growth Plan and Greenbelt Plan Updates

- As of July 1, 2017 all decisions on planning matters are required to conform with the Plans;
- The County will be required to amend its Official Plan to conform by 2022;
- An agricultural impact assessment is required for new mineral aggregate operations in prime agricultural areas; and
- The positive or negative effects on agri-business need to be considered in planning decisions.

2.2 Main Changes in the Growth Plan Update

- The alternative intensification and greenfield density targets in the County Official Plan will apply until we amend the Official Plan to conform with the updated Provincial Plans;
- The conformity amendment will be a municipal comprehensive review undertaken by the County in consultation with member municipalities under the province's approval authority;
- The municipal comprehensive review will be a major project and will include:
 - Land budget (forecast vs supply of designated land) in accordance with provincial methodology that has not yet been released;
 - Map schedule changes to conform with:
 - An agricultural system (delineating prime agricultural and rural areas) that the province has not yet released;
 - A natural heritage system that the province has not yet released.
 - Analysis to justify either keeping the current alternative intensification and greenfield density targets or requesting the Minister to approve different targets (note: employment areas will be excluded from the greenfield density target);
 - Technical analysis and policy development on a number of matters including but not limited to:
 - The need for and appropriate direction of settlement area expansions and/or employment land conversions
 - Prime employment areas
 - Employment strategy including a minimum employment areas density target
 - Excess lands in settlement areas
 - Housing strategy
 - Infrastructure risks and vulnerabilities related to climate change.

2.3 Main Changes in the Greenbelt Plan Update

- The province did not expand the Greenbelt in Wellington County in this update;
- The updated Plan commits the province to exploring Greenbelt expansion in the future;
- The policy direction that requires Urban Centre expansions to be on municipal sewage and water services was retained;
- Major development in key hydrologic areas (significant groundwater recharge areas, highly vulnerable aquifers and significant surface water contribution areas) will require the applicant to demonstrate that hydrologic functions shall be protected, and where possible improved or restored; this new policy direction will not apply to agricultural uses, agriculture-related uses and on-farm diversified uses where the impervious surface is 10 per cent or less.
- Municipalities will collaborate with the province to identify the main parts of the agri-food network and functional and economic connections to the agri-food network shall be maintained and enhanced.

3.0 Summary:

These updated Provincial Plans were released two weeks ago (at time of writing) and the sections above noted the most important changes that we identified in our initial review. Our review will continue. Staff will participate in provincial training and stakeholder sessions and will continue to have discussions with member municipalities.

Achieving conformity with these Plans in the County Official Plan will be a significant effort; however, much of this work cannot begin until critical information (land budget methodology, agricultural system maps and natural heritage system maps) is released by the province.

We will provide additional reports as new information becomes available.

Recommendation:

That the report “Provincial Plan Updates” be received for information.

Respectfully submitted,



Mark Paoli
Manager of Policy Planning



DATE: July 12, 2017
TO: Mayor Bridge and Members of Council
FROM: Mark Robertson, Public Works Sewer Foreman
SUBJECT: Clifford Ultra Rib Pipe Sanitary Mains Strategy Review

STRATEGIC PLAN:

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

BACKGROUND

January 5 2016, Council considered a report about “Ultra Rib Pipe” used in the Clifford sanitary sewer system installed in early 1990’s. At the Council meeting we learned “Ultra-Rib is no longer a recommended installation in urban areas. When connecting to “Ultra-Rib” installers must core into the wall which reduces the pipe’s strength causing it to lose conformity and potential collapse. The design life of the pipe becomes is reduced below 50 years especially where there are multiple connections to a deep sewer.

Council added over \$50,000 to the Ann Street reconstruction in 2016 to remove and replace the “Ultra-Rib”, and asked for a strategy to deal with this material in the long term. That policy was approved November 1, 2016 as attached to this report. Also in 2016 eleven T liners were installed on Brown Street South to repair a compromised main where “inserta Tee’s” were used to core through the wall of the existing “Ultra rib”. The process installing “T” liners add strength to the existing sanitary main at the PDC location which will prevent future pipe failure.

Clifford Ann Street work in 2017 will see more “Ultra rib” replaced in Block C and D. When Phase 2 of the Schwindt development proceeds on William Street staff will look to replace that “Ultra rib” between the arena and John Street. During reconstruction of Elora Street in 2018 it is proposed to leave the Ultra rib in place since the number of new connections will be limited. In Phase 3 from James to West Heritage where new sanitary sewer is installed the design calls for the PVC standard suitable for new installations and future connections.

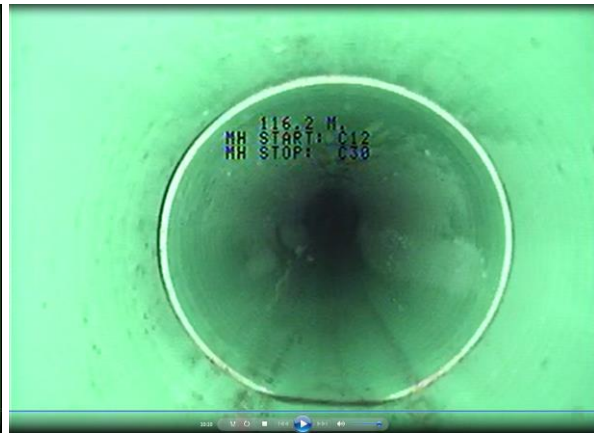
In April and early May this year Foster Sewer Services completed an in-depth inspection and analysis of the Clifford sanitary sewer network. This regular maintenance helps keep the system operating properly. The work consisted of flushing the sewers with a high pressure water jetting nozzle to clean the inside of pipes and remove accumulated debris. A camera is driven down the sewer on a remote control creeper inspecting the clean sewer for issues.

Compaction causing the pipe to appear oval is shown below in figure 1. Staff was pleased to see most of the Clifford sanitary system appears to be in very good condition as seen in figure 2. The system shows very little significant infiltration (only 3 locations) which was confirmed when flows remained reasonable even during heavy rain June 23.

Figure 1



Figure 2



COMMENTS

The 2017 budget includes \$150,000 for Clifford Sewer lining program. Given the results of the video work, upwards of \$130,000 of could be available for other work related to the Clifford sewer system. Approximately \$30,000 is needed to fund Clifford lagoon SCADA implementation to the benefit of the entire system. This would complete the Clifford SCADA project this year. Staff will bring forward any added projects that could be funded out of the \$100,000 remaining before year end. It is advisable to put some money in reserve for the work on William Street for the Schwindt development.

Now that there is base line inspection data for the entire system, the areas showing signs of stress should be monitored annually to identify whether the Ultra-Rib pipe is getting worse or if the pipe was simply not installed properly. The attached policy for ultra-rib pipe is amended to include a requirement that the Town monitor problem areas identified and determine solutions as part of the annual capital budget. The policy no longer requires annual funding to actively re-line “ultra-rib” pipe, but continues to require its replacement particularly where multiple connections will be needed.

FINANCIAL IMPLICATIONS

Funds should be allocated for sewer CCTV monitoring and lining as part of future budgets. 2017 Budget re-allocation of \$30,000.00 from Clifford sewer lining to Clifford SCADA is recommended.

RECOMMENDATION

That Council receives the report from the Public Works Wastewater foreman Clifford Ultra Rib Pipe Sanitary Sewer Mains Strategy and approves the updated policy attached to the report and \$30,000 be reallocated from Clifford sewer lining to Clifford SCADA System.

Mark Robertson, Wastewater Foreman

Bill White C.A.O.Clerk

Section: Public Works	Policy Number: 4.3
Policy: Ultra Rib Pipe Policy	Effective Date: 11/01/2016
Date Last Revised:	Current revision Date:



Ultra-Rib Pipe Policy

Purpose:

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

Background

“Ultra-rib” pipe was installed as the main sanitary sewer collection pipe for the former Village of Clifford. The Town has found that “ultra-rib” has only been suitable in Clifford under certain limited circumstances. This policy provides a cost effective strategy to make reasonable use of existing “ultra-rib” if possible with a view to mitigating unnecessary cost to the Town’s waste water collection system.

Replacement

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

Connections

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

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

Section: Public Works	Policy Number: 4.3
Policy: Ultra Rib Pipe Policy	Effective Date: 11/01/2016
Date Last Revised:	Current revision Date:

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

Maintenance and Re-lining Ultra-rib

The Town conducted a complete video inspection of the Clifford sanitary sewer system in spring 2017 and identified some areas where compaction had caused the sewers to flatten, but generally the system was in reasonable condition. Annually this policy recommends problem areas be inspected and determined whether remedial action is needed.

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

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

The Town may require a developer to contribute to the cost of remedial action on sections of sanitary sewer that service a private development. In such cases the developer shall pay all or a portion of the cost of re-lining as determined by the Town in consultation with the municipal consulting engineer acting reasonably.



Town of Minto

Succession Plan 2017-2022

So live your life that the fear of death can never enter your heart. Trouble no one about their religion; respect others in their view; and demand that they respect yours. Love your life, perfect your life, beautify all things in your life. **Seek to make your life long and its purpose in the service of your people.** Prepare a noble death song for the day when you go over the great divide.”

Tecumseh



Strategic Plan
2013

The framework
-Vision, Mission, Actions

40% actions complete or partly
complete – 2 year review 2015

Official Plan
(County of Wellington)
1999 (Updated 2011)

Policies to attain long term vision
- “Council may take no action contrary
to the Official Plan” (County 5 year
review done in 2014)
- “Shall be consistent with” Provincial
Policy” (new in 2014)

Integrated
Community
Sustainability
Plan & Culture
Plan 2011

Asset
Management
Plan 2013-14

Financial
Plans DWQMS
2015

Fire Master
Plan 2017

Succession
Plan 2017-
2022

Specific
Planning
Documents
Policy
Direction

Departmental Business Plans

Budget Implements
Council Directions



Vision and Mission

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





Guiding Principles

- Community identity “one Town feel”
- Quality and affordability
- Partnerships, Community engagement
- Environment, Authentic heritage
- Business and community development
- **High level customer service**
- **Diversified, accommodating, versatile workforce**
- **Transparent**

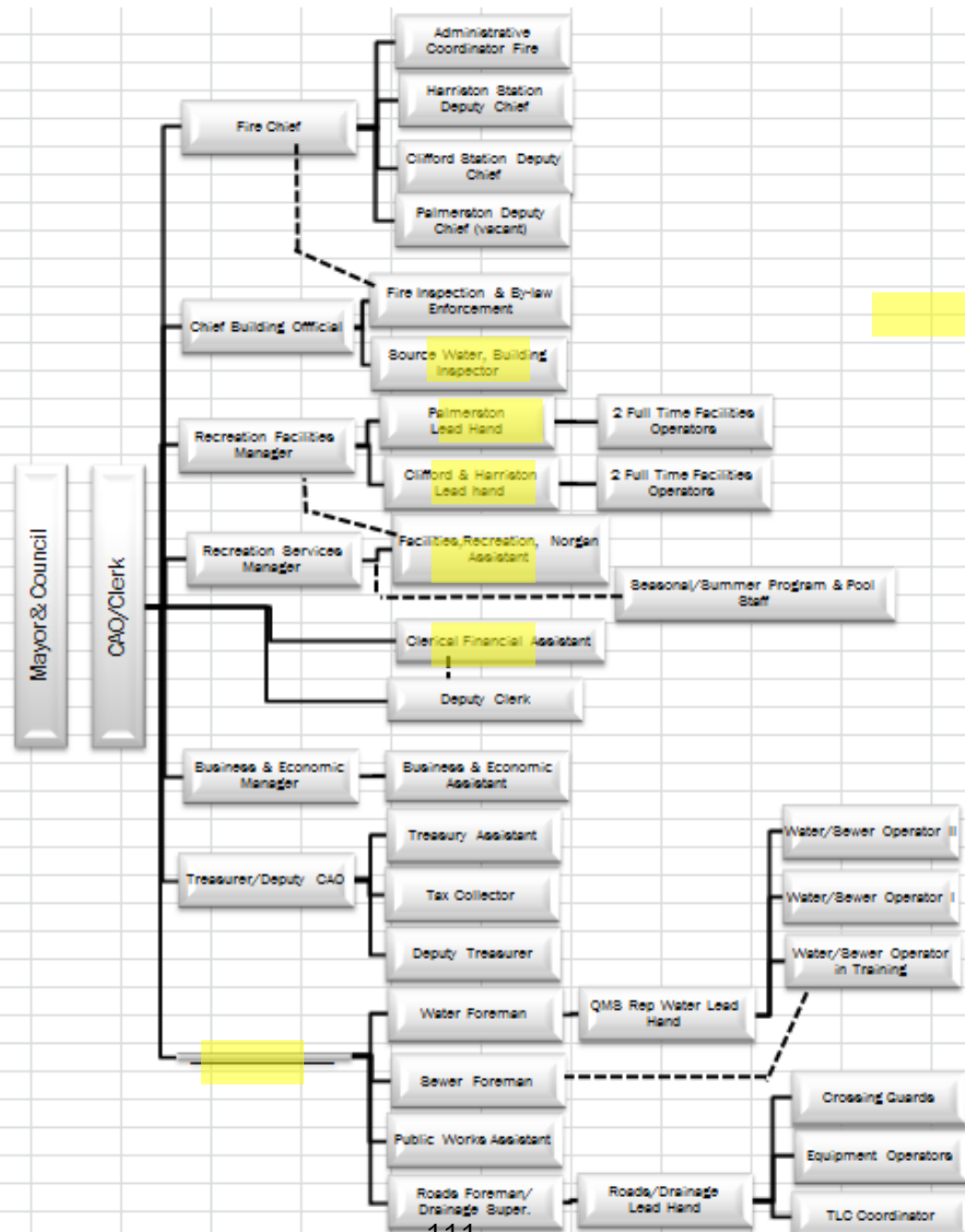




Succession Plan Purpose & Goal

- Employees properly recruited, developed with skills, abilities and experience to step up to fill key roles in the organization when the time is right.
- Identify and develop staff with potential to assume key leadership positions to maintain continuity, consistency and quality in services
- Secure a positive employment culture.





Position impacted by leave



Background

- Stable staff # by amalgamating jobs, change meeting structure, shift admin positions from Clerks, Treasury to Departments
- Less than half of Council and Committee meetings; electronic agenda 90,000 less sheets of paper/year
- Town faces retirement of $\pm 22\%$ of workforce in coming 5 years:
 - Senior Management 2-3 persons
 - Supervisor, Lead hand, Key Financial 2-3 persons
 - Operations, front line 2-3 persons

2016 Employee Profile
50 plus years of age 12
40 to 50 years of age 4
Less than 40 years 24





Objectives

- Prepare internal candidates to compete for the C.A.O. Clerk or similar leadership position within 4 years (Senior Managers)
- Develop training program for managers ie. Supervisors, Foreman, Lead hands to Senior Management; front line to Supervisors, Lead hands etc.
- Foster talent all Departments to assume progressive roles
- Identify organizational changes to encourage staff growth.
- Measure internal talent against that available outside through competition if needed





Talent Assessment

- Strong talent in the organization.
- Some staff meet job expectations but may not be Succession Plan candidates; still need training to improve and comply.
- Judging “high performer” vs “meets expectations” is “subjective”
- Performance can change with personal or workplace issues; culture, crisis, management style are variable.
- A succession plan is always a “living” document.

2016 Employee Profile
50 plus years of age 12
40 to 50 years of age 4
Less than 40 years 24





Summary of Actions C.A.O.

- Maintain C.A.O. structure combined with another role that suits the Town's needs at the time of replacement.
- When appropriate advertise internally and externally to replace the C.A.O. to measure internal talent against external
- Offer management, leadership, technical, legal, human resources training to existing senior managers so they are ready to compete if they choose to do so.
- Deputy CAO Finance and Administration plus new Deputy CAO Fire & Public Works





Summary of Actions by Department

- Reassess Director of Public Works position in January 2018 before “Lame Duck” (internal or external opportunities)
- Continue to train internally to prepare candidates for this position and their vacated position if successful: Front Line to Lead Hand, Lead Hand to Supervisor, Supervisor to Director
- Size senior management team based on retention; merge & promote internally where it makes sense (ie. Recreation Director)
- Alert to shared service agreements (Building, Fire, Economic Development etc)
- Central booking structure January 2018





Conclusions

- Like many employers, Minto must replace up to 9 positions in the next five years including 2-3 senior management
- Departure of the Director of Public Works creates a short term opportunity for staff in Public Works to move up within 18 months.
- Central booking staffing needs facilities, recreation
- The Town has a strong core of young staff that have the skills and abilities to assume greater roles,
- Minto benefitted dramatically from succession planning already
- Active and alert to the changing workplace and increased competition for good staff





TOWN OF MINTO

DATE: July 13, 2017

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk; Wayne Metzger Overall
Responsible Operator

SUBJECT: Recommended Bulk Water Policy

STRATEGIC PLAN:

11.1 Implement financial plans to ensure water distribution and treatment, and sewage collection and treatment systems are operated effectively and efficiently, costs are allocated fairly based on residential and non-residential metered rates, and operations, maintenance and future capital replacement is planned for and financed.

11.2 Continue to operate water treatment and distribution with the highest standards of public safety in mind and according to Provincial requirements using highly trained Town staff, and maintain cross training and enhanced duties to assume responsibility for sewage collection and treatment facilities from Centre Wellington. Maintain both water and sewer facilities using qualified Town staff so long as it is cost effective and efficient to do so.

BACKGROUND:

At its May 16 meeting Council considered a request to take bulk water, and passed a resolution directing negotiation of an agreement with the company and preparation of a policy. The draft policy was brought forward June 6 and the following resolution passed:

MOTION: COW 2017-146

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.

The attached facts were circulated by social media and posted on the Town website. The issue received coverage by local media, and the C.A.O. Clerk provided the fact sheet to people who had emailed concerns in May. Three emails were received; two opposed to the policy and one in favour.

COMMENTS:

The policy allows less than 0.75% of total consumption to be taken in any one year under the supervision of the Overall Responsible Operator, and no water taking when any water restrictions are in place. The policy is measured, responsible and environmentally appropriate and provides guidance for staff and future Council's.

FINANCIAL CONSIDERATIONS:

Up to \$15,000 revenue annually which is payable to the water systems by legislation.

RECOMMENDATION:

That Council receives the C.A.O. Clerk and Overall Responsible Operator's July 13, 2017 report Recommended Bulk Water Policy, approves the policy as presented, and directs staff to bring forward a by-law to implement a charge of \$3 per m³ plus \$100 administration and remove water restrictions for all Minto customers except as may be required during emergency, drought or other conditions identified by the Overall Responsible Operator.

Bill White C.A.O. Clerk

Wayne Metzger, Overall Responsible Operator



Bulk Water Facts

The Town of Minto is considering a policy on bulk water. At the June 6 meeting Council asked that facts be made available to the public on this issue. You can see all the reports on the Town website www.town.minto.on.ca . Staff will bring comments back to Council at a meeting in July.

What is bulk water?

- Bulk water is supplied by connecting a tanker truck to a fire hydrant in a Town water system and trucking water to places where it is needed. Companies who own tanker trucks pay for the water and sell it to their customers. Bulk water is not taken for water bottling.

Why is bulk water taking allowed?

- Many municipalities sell bulk water to raise revenue for water systems. It is needed for dust control, construction compaction, pools, water plant maintenance, sewer and storm line flushing and in emergencies. The shorter distance bulk water is trucked the better for the environment.

Has bulk water been taken in Minto before?

- Over the years Minto supplied small amounts of bulk water as a service to contractors if needed. Last September the Town provided 1,075 cubic metres of bulk water for public use at the International Plowing Match.

Why is a policy needed?

- A company asked Council for access to Town water on a regular basis. Instead of contracting bulk water to one company, staff proposed a draft policy for Council to consider so it is clear under what circumstances bulk water could be available.

What is in the draft bulk water policy?

- The draft policy limits the total amount of bulk water available in Minto to 5,050 cubic metres annually, or less than 0.725% of water used by all Town customers in 2016.
- The Town's Overall Responsible Operator would decide if bulk water can be taken and cannot allow it during any water restriction.
- Tanker owners will pay \$100 each time they apply to access Town water system plus \$3 per cubic metre of water, +-\$1 higher than metered rates. All revenue stays in Minto water systems.

What about the Town's annual watering ban?

- Minto water users consumed 696,555 cubic meters of water in 2016. This is 232,862 cubic metres less than used before water meters were installed.
- Council is looking at lifting water restrictions except during drought or emergencies, but has not yet passed the by-law to change current water restrictions.

Why not sell more bulk water?

- The Town could allow 10 times the amount of bulk water available under this policy, but there is no proven need for that much water and keeping some capacity is better for system planning.
- Water is a precious resource and Town customers do not want water supply or quality affected. Staff sees bulk water as a service, not a money making venture, and is looking to find a balance so people are confident in our water supply and a limited bulk water service can be offered.

What can I do?

- To comment on the draft bulk water policy, before June 30 email bwhite@town.minto.on.ca, mail or drop off your written comment at the Town office 5941 Highway 89 Harriston ON N0G 1Z0

Bill White

From: Judy Dirksen
Sent: June-27-17 3:55 PM
To: Bill White
Subject: Fwd: Bulk Water Sales

Not sure you received this?

Begin forwarded message:

From: Wes Rieck <wes_rieck@brightwaterservices.ca>
Date: June 23, 2017 at 1:24:27 PM EDT
To: <mlcolwell@town.minto.on.ca>, <relliott@town.minto.on.ca>, <janderson@town.minto.on.ca>
Cc: <gbridge@town.minto.on.ca>, <rfaulkner@town.minto.on.ca>, <jdirksen@town.minto.on.ca>, <dturton@town.minto.on.ca>, <davidjeananderson@yahoo.ca>, <wayne@town.minto.on.ca>, 'Paul Ramage' <paul_ramage@brightwaterservices.ca>, 'Wes Rieck' <wes_rieck@brightwaterservices.ca>
Subject: Bulk Water Sales

Good afternoon,

I am the owner of Bright Water Services, and have been working with Wayne Metzger in attempting to set up a location in your municipality for the purposes of loading our bulk water tankers. I recently received an article detailing some of the discussion surrounding this proposal at council meetings and am hoping to clear up what may be some misinformation. I would gladly present this at a council meeting as well, if given the opportunity.

I want to be clear that in no way do we intend to take water from your community for the purpose of selling it outside the local area. We have a growing base of business within your county and currently have to load our trucks elsewhere in order to service our customer base. From a business stand point this requires more travel time, with our trucks having to return to either Listowel or Waterloo to reload, which in turn increases the cost to our customers. As a business we are always looking to become more efficient which was the cause of my request to Wayne.

We also provide both scheduled and emergency services to businesses and municipalities in the event of watermain breaks, routine maintenance, or emergency reservoir filling. Proper practice recommends that we load the water in the same municipality as the work is being performed, and at the moment we do not have that option in the Town of Minto or surrounding area. An added benefit of a bulk fill point would be the possible usage of this filling situation in the event that our services are required by the Town of Minto.

As you know, water usage can be a very sensitive subject, especially when individuals feel that a public resource is being misused. Our customers are your constituents, we do not sell water to bottlers or anyone other than the end user. Our services include pool and well filling, dust control and compaction on construction sites, as well as aforementioned drinking water haulage. We were proud to work with your colleague Dave Turton in supplying last year's IPM; during that time we had the opportunity to work with Wayne and his staff relating to the source water and found them to be excellent individuals to deal with.

We have partnered with many municipalities to obtain facilities to load our trucks throughout southern Ontario with over 50 sites available for our usage. I would be happy to provide references from these municipalities if that would help put any minds at ease relating to this proposal. As I believe was documented in Wayne's report, we will provide the equipment required to load our trucks and track the water usage; many municipalities that provide us with loading sites appreciate the extra revenue that becomes available to them as a result of our water usage.

It is my hope that we can reach an arrangement for our mutual benefit, if you would like further clarification on any of these points please do not hesitate to email me back or call my cell phone at 5195001249.

Regards,

Wesley Rieck
Bright Water Services



Virus-free. www.avast.com

Bill White

From: ThePotts <thefourpotts@EastLink.ca>
Sent: June-19-17 9:15 PM
To: Bill White
Subject: RE: Bulk Water Policy

You have my approval to submit to council. If you would be so kind as to inform me when this will be presented to council, I would like to attend that meeting to hear their response to it. Hopefully this is not the only response that is received.

Thanks for taking the time to respond.
Sincerely
Steve

On 06/19/17 03:27 PM, **Bill White** <BWhite@town.minto.on.ca> wrote:
Good afternoon:

Thank you for your email. With your approval I will include your email and my responses (in red below) with material presented to Council when the policy returns back for their consideration next month.

I am not sure I can fully answer all your questions to your satisfaction but I will do my best. If you have further questions do not hesitate to call me.

Bill White, CAO/Clerk

Town of Minto

T 519.338.2511 x 222

F 519.338.2005

C 519.323.7602

E bwhite@town.minto.on.ca

www.town.minto.on.ca

From: ThePotts [mailto:thefourpotts@EastLink.ca]
Sent: June-16-17 10:35 PM
To: Bill White

Subject: Bulk Water Policy

Good evening Mr. White

I have just finished reading the Bulk Water Fact sheet that is posted on the Town's website. I have also finished reading the article in this weeks Wellington Advertiser in regards to the deferral of the planned sale of bulk water. And I have to say, I was shocked by some of the comments that were made members of council in regards to the response of residents. I can not believe that council was surprised to hear that residents were upset by the news that there was a plan to try and sell bulk water.

There are a number of things that I would like to raise with you in regards to this proposed "Policy". Perhaps it would be best if i did them in point form so that it will easier for me to keep track of them.

1: The proposed rate to be charged will be \$3/ cubic metre. While this rate is definitely higher than the residential rate of \$1.88 that I pay, it is not higher that the \$4.66 that I pay for combined rate of sewer and water. And I have to pay the sewer rate, regardless whether I water my garden, top up my pool, wash my vehicles, etc. Not all of the water that I use goes into the sewer, yet i have to pay for it. And since this water is to be taken by a business, do they need a business license to resell it back in the municipality? Not required. And is there not a commercial water rate that they should be paying? If approved the \$3 per cubic metre would have to be included in the Town's fees and charges bylaw. There is no commercial rate in the fees and charges by-law. There is only a monthly base rate based on the size of water service and then the volume charges which are the same for both commercial, residential, institutional users.

2: There is the matter of the \$100 one time fee. What is this fee for? If the policy is approved bulk water companies would fill out the application and pay the \$100 administration fee each time they wish to set up to take a certain amount of bulk water. This will cover staff time to inspect the connection to the hydrant and monitor the water taking process. This administrative fee will also have to be included in the Town's fees and charges bylaw. Will there be a meter installed on the hydrant that they will be taking water from? If the policy is approved bulk water could only be taken through a metered connection approved by the Town.

3: Who is responsible for the supply, installation and testing of the required back-flow prevention devices? The Town's Overall Responsible Officer or other Licensed Town Water Operator would be responsible. Is that going to be left up to the contractor? No, the \$100 admin fee is to cover the Town's oversight. If so, how do we know it is appropriate for use? Who makes the decision to approve the devices? The Town's Overall Responsible Officer

4: The total amount listed available is 5050 cubic metres. Is that going to be per contractor or an annual total? 5050 cubic metres is the total annual amount. Once that amount is reached bulk water would not be available to contractors. And how is that amount going to be monitored if the source is a hydrant? Metered and approved connection monitored by Town's Overall Responsible Operator. Unless there is a special hydrant somewhere that I have never seen, most of them are not equipped with a meter.

5: While it is stated in the facts that many municipalities provide water for dust control and construction control, is this not a phenomenal waste of potable water? This is a subjective answer, certainly, construction is

common in our community these days and dust control a serious issue for some people affected by construction from time to time. Compaction can be needed for better structural stability for roads and buildings. Why would anyone use expensive treated water for dust control and construction compaction? No other reliable source for taking water.

6: To state in the facts sheet the amount of water used for the IPM is a misleading factor. The amount of revenue generated locally during the event far exceeded the amount of revenue that will be brought in by bulk sales. And it was also a one-off event. When will that an event of that magnitude be held around here again? The draft policy allows for water to be taken for future events which we hope will be frequent.

Since the water meter system was installed "232,862 cubic metres less " water was used by residents. Water rates were increased shortly after the program began to make up for the revenue shortfall. So, due to conservation efforts on the part of residents, water is being saved in the municipality. Yet what benefit have we seen from this? There is no rate increase in 2017. The benefits of reduced consumption are not as easy to measure but can become apparent over time due to reduced wear and tear on equipment. We have a council that is now scrambling to find a way to generate extra "revenue" to make up for the extra costs that are involved with the now surplus. The proposed policy will provide a "\$15,150" revenue. However, by the time costs are factored into this (hook-ups, testing of equipment, etc.) what will the actual return be? \$10,000? \$5,000? Doesn't seem like a really profitable business venture to me. And what happens ally be monitoring this system? This is not a revenue issue for the Town but a service issue as there is a need for some bulk water in this area. What is to stop the contractor from coming in before or after hours to help themselves to a free truck load of water now and then? Having a means for contractors to access bulk water at a reasonable rate should decrease illegal water taking. Their connection would be temporary and under staff supervision. It is an offense to tamper with a fire hydrant without permission of the Town. A shady contractor could connect now and steal water even if the Town does not have a policy.

Now, I have a few things to say about some of the comments in the Wellington Advertiser article dated June 16. I am shocked by some of the comments from some of the councillors and even the mayor himself. To quote Councillor Elliot "I couldn't convince one person that we're doing the right thing." No kidding. Maybe that is an indicator that the people he is supposed to be representing actually have a mind and are standing up for something they believe in strongly. Or how about Councillor Dirksen, "I have not had one person say this was a great idea." But I think the real kicker is the next comment "I suspect if we turned this down someone would say we're throwing 15 grand away". I am pretty sure that most of her constituents would actually commend her for voting against this policy. At the end of the year, what will an extra \$15,000 get for the municipality? This is not a revenue issue for the Town but a service issue as there is a need for some bulk water in this area. Do members of council think that we the people are all sheep and will just follow along blindly? Council has asked for public input on the draft policy.

Council is voted in by the residents of the municipality. Perhaps it is time to actually talk to the residents and get their feelings on the subject. Perhaps it is time to listen to what they are saying. Maybe this is an item that needs to be voted on by the residents, and not just council. This issue is something that is very important to those that live and breathe in the municipality. Council needs to remember that they are there to represent the residents of the municipality. While water is not a charted right under the Canadian Charter of Rights and Freedoms, it is a needed service that we are paying for. And we are paying dearly for it. The article states that

the rate of \$3/cubic metre is "on the high end" of what Bright pays in other areas, who cares? If they want the water bad enough, they will be willing to pay whatever price is put on it. At the end of the day, our water is our responsibility. To exploit it for a short term gain is not a logical or smart choice. It can almost be guaranteed that this issue will not go quietly.

I hope that these points will be taken into consideration at the next meeting, and I sincerely hope that you hear from many other members of the community.

Respectfully yours

Steve Potts

H-226-429-2005

Bill White

From: AngelynnePotts <alahay@EastLink.ca>
Sent: June-26-17 8:14 AM
To: Bill White
Subject: bulk water

Bill White

Good morning; I am a resident of Harriston and I just want to comment briefly on council's decision to defer the sale of bulk water and also the decision to lift the watering ban. I believe that was the right decision. Even though the residents have reduced their consumption of water we should still be conserving what we have. The use reduction was done at some sacrifice or conscious decision on the resident's part and any excess should be conserved for emergency purposes.

Regards

Angelynne Potts

Section: Public Works	Policy Number: 4.5
Policy: Bulk Water Taking	Effective Date: 06/06/2017
Date Last Revised:	Current Revision Date:

Purpose

The Town owns and operates ground water sourced drinking water systems in Clifford, Harriston, Palmerston and Minto Pines. This policy outlines conditions by which bulk water might be taken at a Minto water system.

Description of Systems

- a) The Clifford System (Class II) serves about 800 persons and consists of three drilled wells, two wellhouses, an elevated 1275 m³ storage tank and a distribution network of watermain ranging in diameter from 100 mm to 150 mm. The system is used for fire protection with about 46 fire hydrants in the distribution system. There are 344 active water meters in Clifford. Peak water consumption was 168,662 m³ in 2012, and lowest consumption was in 2015 of 82,547 m³, a 51% reduction. Average consumption is 114,705 m³ per year since 2009.



2009.

- b) The Harriston System (Class II) serves about 2,108 permanent residents and 800 households. It contains three drilled bedrock wells, three wellhouses, an elevated 1915 m³ storage tank and a distribution network of 100 mm to 250 mm mains. About 77 fire hydrants are available for fire protection. There are 830 active water meters. Peak water consumption was 388,458 m³ in 2009, and the lowest consumption in 2016 was 287,099 m³, a 26% reduction. Average consumption is 354,861 m³ per year since

- c) The Palmerston System (Class II) serves around 2,579 permanent residents and 910 households from four drilled bedrock wells, two wellhouses, an elevated 2500 m³ steel storage tank and a distribution network of 100 mm to 250 mm diameter mains. 102 fire hydrants are available for fire protection. There are 1040 active meters. Peak water consumption in 2012 was 346,739 m³ and lowest use in 2016 was 304,288 m³, a 12% reduction. Average consumption is 322,045 m³ annually since 2009



Section: Public Works	Policy Number: 4.5
Policy: Bulk Water Taking	Effective Date: 06/06/2017
Date Last Revised:	Current Revision Date:



d) Minto Pines System (Limited Groundwater) serves a 36 lot residential subdivision with 98 permanent residents. One wellhouse contains 200 mm diameter production bedrock well equipped with submersible pump discharging to a 50 mm diameter steel pipe connected to a magnetic flow meter. The well pump is controlled by pressure switch on the header pipe. Peak water consumed was 9,560 m³ in 2012, and lowest use in 2016 was 6,623 m³, a 31% reduction. Average consumption is 7,630 m³ per year since 2009.

Since water meters were installed Minto experienced an overall 25% reduction of water use, or over 232,800 m³ less water used despite considerable growth in all three urban areas

Strategic Plan

- 11.1 Implement financial plans to ensure water distribution and treatment, and sewage collection and treatment systems are operated effectively and efficiently, costs are allocated fairly based on residential and non-residential metered rates, and operations, maintenance and future capital replacement is planned for and financed.
- 11.2 Continue to operate water treatment and distribution with the highest standards of public safety in mind and according to Provincial requirements using highly trained Town staff, and maintain cross training and enhanced duties to assume responsibility for sewage collection and treatment facilities from Centre Wellington. Maintain both water and sewer facilities using qualified Town staff so long as it is cost effective and efficient to do so.

Possible Bulk Water Use

The Town at its sole discretion and subject to the limits in this policy may allow taking of bulk water to support events of benefit to residents of Minto where safe and reliable water supply must be assured, services to builders/contractors for new and existing construction, commissioning new water mains, utility locate services, filling pools and other such purposes deemed acceptable by the Overall Responsible Operator.

Limits to Bulk Water Use

The maximum amount of bulk water the Town may allow to be taken is 0.725% of total water consumed in the year previous (for example total consumption 2016 was 696,555 m³ of water so maximum bulk water taking in 2017 is 5050 m³).

Town will not permit taking of bulk water during any period in which there are water restrictions of any kind on any regular customers of the Town water system.

Section: Public Works	Policy Number: 4.5
Policy: Bulk Water Taking	Effective Date: 06/06/2017
Date Last Revised:	Current Revision Date:

No connections for bulk water may be made without proper backflow prevention or other such controls to the satisfaction of the Overall Responsible Operator.

A bulk water user shall make a written request to the Overall Responsible Operator for permission to connect for the purposes of taking bulk water indicating the amount of water to be taken, the method of connection, the intended use for the bulk water, and appropriate insurance. All such bulk water requests shall be accompanied by payment in full including staff supervision and inspection fee, per cubic metre charge, and applicable taxes.

Bulk water may only be taken with the express written consent of the Overall Responsible Operator of the Town subject to the limits of this policy, who shall report annually to Council on the amount of bulk water taken, reasons for its taking, benefitting company, and revenue received at each system.

The Town is not obligated to make available access to any water system to allow taking of bulk water and may interrupt or prohibit access at any time at its sole discretion and option.

The Town, its employees and/or its agents are not responsible for any and all liabilities, damages, costs, claims, suits, or actions caused by or resulting from the operation, maintenance, repairs, services, or systems and/or any related fixtures and appurtenances affixed to any Minto Water System, other than those resulting from the negligence or wilful act of the Town, its employees, agents and those for whom the Town is responsible in law.



Town of Minto
5941 Highway 89
Harriston, ON N0G 1Z0
Ph 519-338-2511
Fax 519-338-2005

SECTION A – ACCOUNT INFORMATION

Customer Number: FOR OFFICE USE ONLY		Access Number : FOR OFFICE USE ONLY	
		*PIN (4 digits):	
*Application Date:			

SECTION B – CUSTOMER INFORMATION

*Name of Account:			
Person to contact concerning this application:	*Name:		
	Email:		
	Preferred delivery by:	[] Email	[] Mail
	*Telephone Office:		
	Home:		
	Cell:		
	Fax:		
*Address:			
*City/Town		*Postal Code:	

Fields that have an asterisk (*) must be provided.

SECTION C – ACCOUNT TERMS

All customers are required to prepay for bulk water.

By signing this document you:

- Declare that the information provided is correct
- Are responsible for any contamination or pollution of the potable water system as a direct result of your use of the bulk water sales outlet
- Agree to pay the rates set forth in the current applicable Utility Bylaw(s)
- Agree that the Town of Minto shall have the right to terminate use for the following reasons:
(a) Improper use of facility
(b) For any other reason the Town of Minto staff considers sufficient

*Print Name:	
*Signature:	

SECTION D – PAYMENT

*Payment Method:		* Initial Payment Amount:	
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FOR OFFICE USE ONLY:

Date Accepted: _____ Accepted _____
by: _____ Signature/Staff Accepting Application)

**TOWN OF MINTO**

DATE: July 14, 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 July 14, 2017

Administration	\$ 169,592.77
People & Property	
Health & Safety	
Health Services	
Building	18,513.16
Economic Development	3,081.58
Incubator	1,871.00
Tourism	1,719.99
Fire	19,344.01
Drains	
Roads	372,727.45
Cemetery	5,392.93
Waste Water	78,948.71
Streetlights	8,161.16
Water	14,819.84
Town Landscaping Care	18,967.44
Recreation	5,239.97
Clifford	3,273.38
Harriston	26,692.75
Palmerston	27,838.51
Norgan	4,533.73

\$ 780,718.38

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 July 14, 2017 regarding Approval of Accounts, and approves the Town of Minto accounts by Department for June and July 2017.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: July 7, 2017

REPORT TO: Mayor and Council

FROM: Mike McIsaac, Road Foreman, Bill White, C.A.O. Clerk

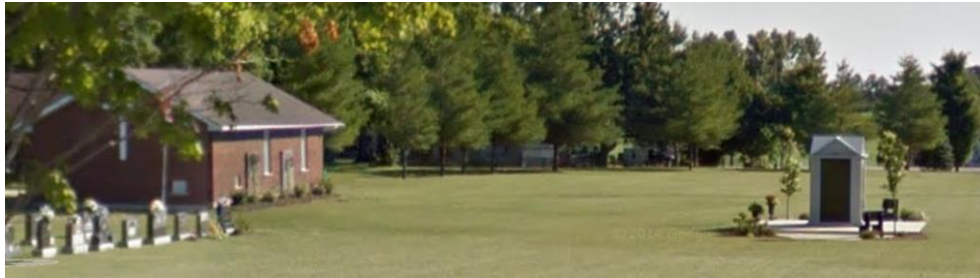
SUBJECT: Minto Cemeteries, Cremation Gardens and Columbarium's

STRATEGIC PLAN:

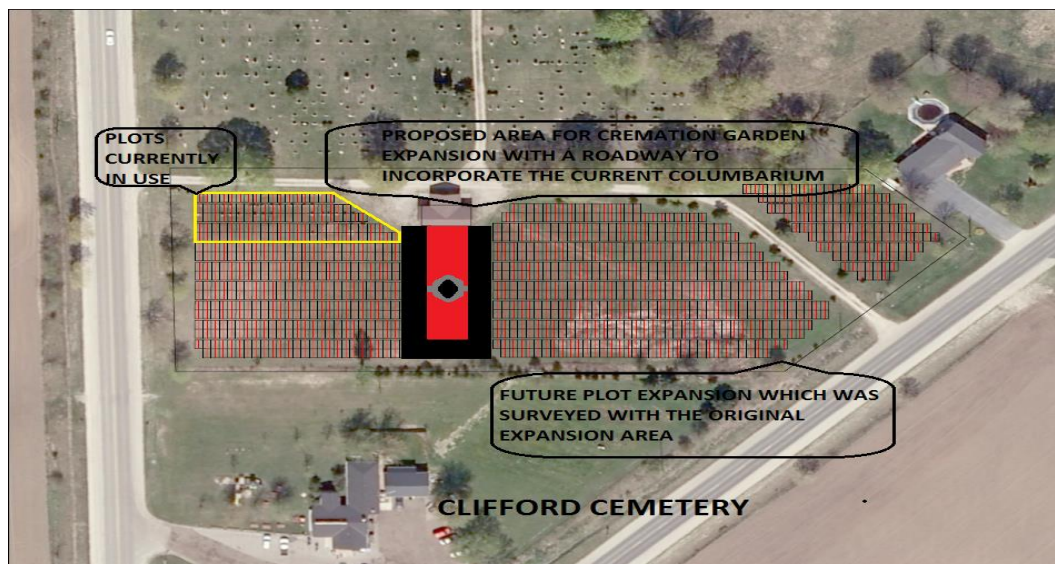
7.8 Establish cemetery management plans to assist with long term capital planning, increase visual appeal, enhance interment options, and increase cemetery use as a place to learn about the people, stories and history of the community.

BACKGROUND

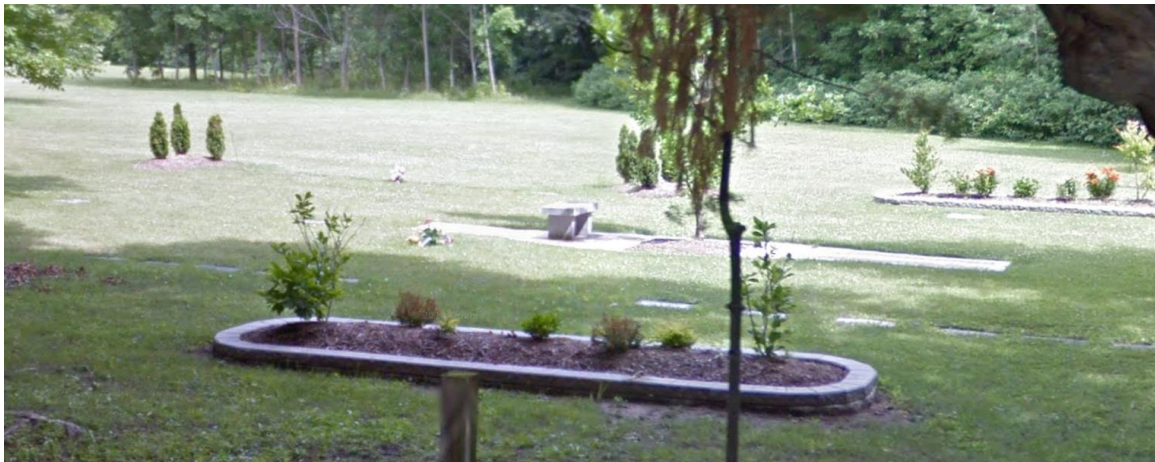
The Town has cemeteries in Palmerston on Highway 23, Harriston on Jessie Street and just outside of Clifford on Highway 9. *Clifford* has a columbarium that can accommodate cremation burials built in 2013 using a \$60,000 private donation. The columbarium is shown to the right in the picture below.



Staff proposes to link the chapel building to the columbarium with a roadway, paths and landscaping. A cremation garden may also be possible with small plots to intern ashes. The sketch below shows plots currently in use, locations to expand cremation gardens and areas for future plot expansion. Staff reviewed ground penetrating radar survey information and has identified a few areas where plot adjustment may be needed. This can be dealt with through tree removal and possible adjustment to plot locations into the expansion area



Harriston currently has a cremation garden located southwest of the main entrance road and chapel. Sale of plots in this area goes back to 1993 and landscaping completed over the last 4 years. Approximately a third of the plots available have been sold to date. The cremation garden is shown in the picture below.

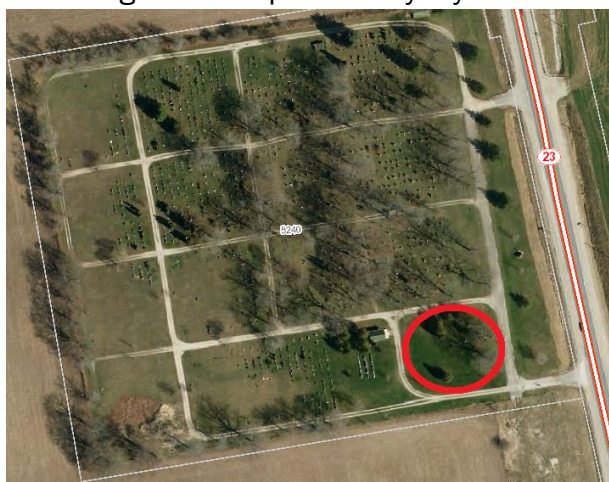


There is room to expand the cremation garden west of the chapel building, while to the east of the building there are lands for full size additional plot development. Staff would like to pre-construct an access road this year and set up the space for future plot sales.

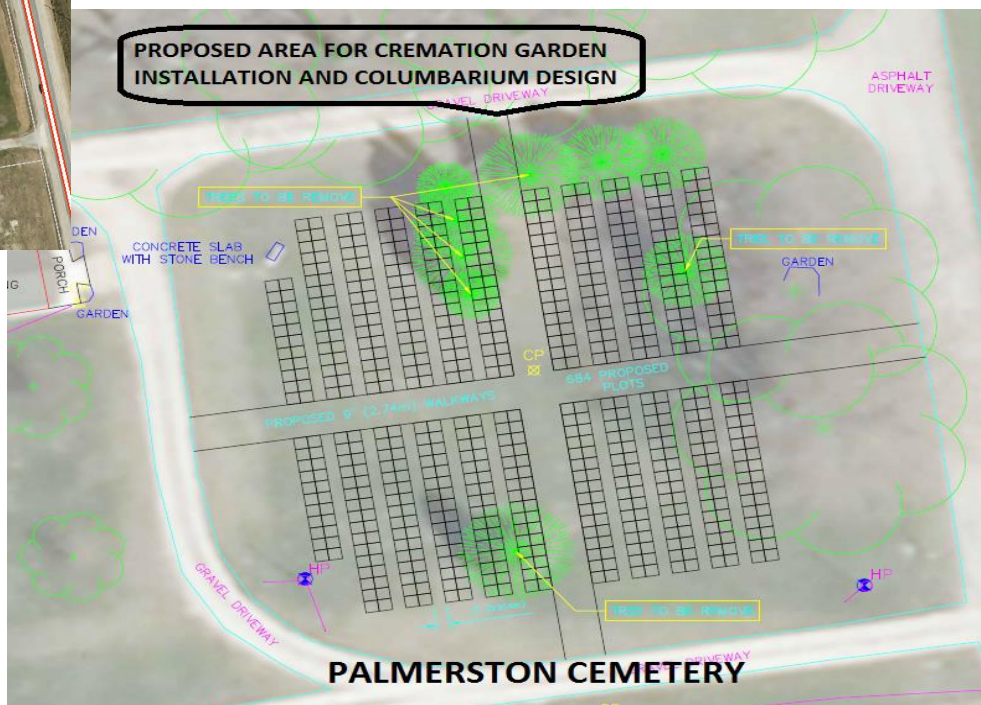
The Harriston Cemetery has a unique space in the Center Circle, currently unused, that could be a good site for a columbarium. It could be accessed by radial pathways into the centre creating a focal point in the entire property.



Palmerston Cemetery currently does not have an option for cremations except for a full size burial plot. The area shown in red is identified as a potential location for a cremation garden. A preliminary layout has been developed that shows up to 684 cremation plots as shown below. The layout involves cross shaped nine foot entrance walkways, and plots separated by three foot paths. Some tree removal would be needed to facilitate this grid pattern layout.



The benefit to this layout is that it maximizes the number of plots. Other layouts are possible that work closely with existing trees and terrain, and could involve a cremation wall, or more curved pathways and features. Construction and maintenance costs are also key concerns with any design.



COMMENTS

The 2017 budget includes \$20,000 for a Harriston Cremation Garden, and \$35,000 for a Columbarium. A columbarium is a building within which urns for cremated remains are stored with an identifying marker or plaque. Cremation gardens are landscaped areas where cremated remains may be interred in the ground in a traditional way or in “cremorial” where urns are suspended below (but not in) the ground. Cremated remains can also be



interred in walls or similar structures depending on family interest. This sketch of a project California illustrates a combined option where there cremated remains can be interred in the ground with a marker, or in a wall with a memorial plaque. Increasingly cemeteries offer these options as an alternative to traditional burials to use land more efficiently and to meet changing needs in the market.

Council is asked to assist Public Works with identifying priority projects for alternatives for cremated remains. The following summarizes issues to begin to address with current funding (\$55,000):

- Link columbarium in Clifford to chapel area with path/road and cremation garden (design and install)
- Establish cremation garden in Palmerston and identify location for columbarium (design and install)
- Assess alternative locations for columbarium in Harriston, and provide for growth and expansion of community gardens (design and install)

Before proceeding with any work one option is to use some of the funding to complete design work for cremated remain opportunities in each cemetery, develop cost estimates for installations including a financial plan for costing plot sales and perpetual care.

In addition establishing potential cremation internments, work to be completed with existing operating budget funds includes:

- installing new access road and layout plots north and east of the chapel in Harriston
- on-going work in Clifford to align family plots and internments identified by ground penetrating radar analysis

Each of the Town's three cemeteries has room for expanding traditional plots to meet current need in the short and medium term. Adding options for interring cremated remains is an opportunity to use lands more efficiently, respond to market demand and work toward bringing perpetual care costs in line with revenue streams. It is a fact of demography that in the coming 30 years or so the "baby boom" generation will be looking for cemetery options for their family members.

FINANCIAL CONSIDERATIONS:

The 2017 cemeteries budget includes \$90,000 of maintenance costs set against about \$70,000 in revenue. This means that about \$20,000 annually from the tax rate goes into perpetual care. It is proposed to use part of the \$55,000 allocated capital for design and some expansion work as outlined.

RECOMMENDATION:

That Council receive the Road & Drainage Foreman and CAO Clerk's July 7, 2017 report Minto Cemeteries, Cremation Gardens and Columbariums, that staff proceed with contracting design work to develop internment options for cremation gardens, columbariums, cremation walls or similar features as may be desired in Harriston, Clifford and Palmerston cemeteries, and that options include costing and financing of new installations over time, and that work on the access road and plots northeast of the chapel in Harriston and re-alignment of plots in Clifford continue using existing budgeted funds.

Mike McIsaac Roads & Drainage Foreman

Bill White, C.A.O. Clerk

The Corporation of the Town of Minto
By-law Number 2017-59

to Authorize the Sale of Industrial Lands and first right of refusal for
additional lands on Minto Road
Palmerston Industrial Park to 2380681 ONTARIO LIMITED

WHEREAS the Corporation of the Town of Minto (the “Town”) has, pursuant to Sections 8, 9, 10, 11 and 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”), the authority to dispose of municipally owned property;

AND WHEREAS subsection 23.1(1) of the Act authorizes the Town to delegate its powers and duties under the Act to a person or body;

AND WHEREAS the Town is the owner of lands that are described in Schedule “A” to this By-law (the “Subject Property”);

AND WHEREAS the Town has complied with its disposition of property By-law 08-03 respecting the conveyance of municipally owned industrial lands;

AND WHEREAS 2380681 ONTARIO LIMITED have entered into an Agreement of Purchase and Sale for the subject lands herein known as Part of Lot 24 Concession 1 being more or less the 1 acre known as Parts 6 and 8 Plan 61R-20434.

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

1. That the sale of the lands and first right of refusal described in Schedule “A” of this Agreement to 2380681 ONTARIO LIMITED for \$15,000 per acre is hereby authorized.
2. That the Mayor and C.A.O. Clerk are hereby authorized to execute any and all documents in regard to the above noted sale.
3. Schedule “A” attached to this by-law describing the lands to be sold shall form part of this By-law.”

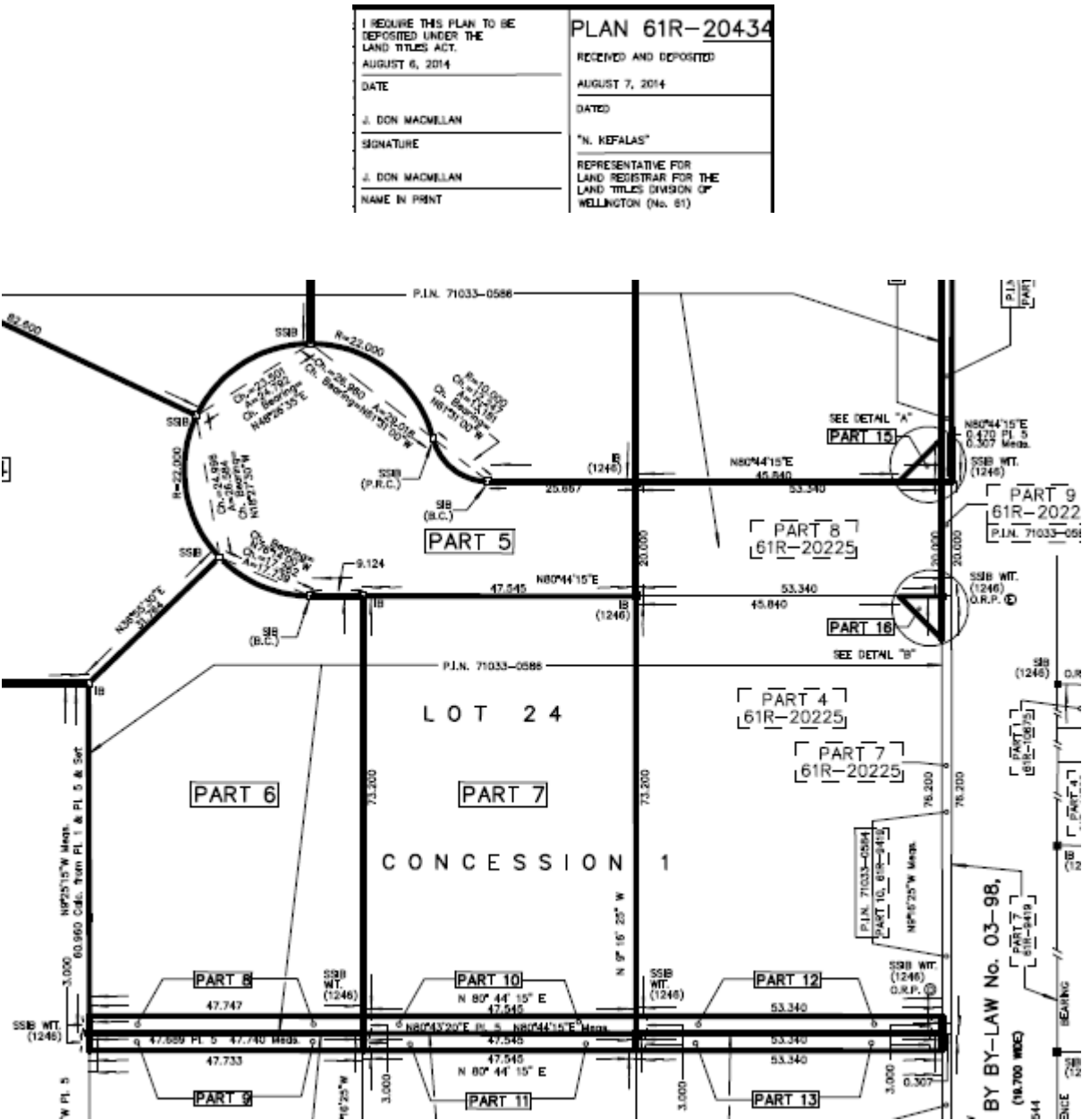
Read a first, second, third time and passed in open Council this 16th day of May, 2017

George A. Bridge, Mayor

Bill White, C.A.O. Clerk

Schedule "A" to By-law 2017-59
Description of Property
Proposed to be 2380681 ONTARIO LIMITED

All and singular that certain parcel of land located within the Province of Ontario, County of Wellington, Town of Minto known as Part of Lot 24 Concession 1 being more or less the 1 acre known as Parts 6 and 8 Plan 61R-20434.



AGREEMENT OF PURCHASE AND SALE (hereinafter called the "APS")

THIS AGREEMENT made as of the 10th day of April, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

hereinafter called the "Vendor" of the FIRST PART;

-and-

2380681 ONTARIO LIMITED.

hereinafter called the "Purchaser" of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule "A" (the "Property") and as depicted in reference plan 61R-20434 (the "Reference Plan");

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Fifteen Thousand Dollars (\$15,000.00) per acre to the Vendor, subject to the Purchaser's determination of the total area of the subject property within (10) days prior to closing. The Vendor acknowledges that the Purchase Price may be adjusted based on the findings of the Purchaser during the due diligence process. The Purchase Price shall be paid as follows:
 - a) One Thousand, Five Hundred Dollars (\$1,500.00) is payable by the Purchaser by cheque upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.
3. The parties agree that the lands to be purchased are set out in Reference Plan 61R-20434 as Parts 6 and 8 subject to an easement over Part 8.

**SECTION II
PURCHASE OF PROPERTY**

4. Irrevocable Date
 - a) This APS shall be open for acceptance by the Vendor until the 17th day of May, 2017, and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

5. Deed

- a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

6. Completion Date

- a) The closing of this transaction shall be August 31, 2017, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor covenants that it has the right and authority to sell the Property.

7. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and the approval of the Council of The Corporation of the Town of Minto in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

8. Documents, Reports and Information

- a) The Vendor will produce and deliver to the Purchaser within twenty four (24) days after the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

9. Withdraw

- a) The Purchaser may terminate this Agreement at any time before the Completion Date, and the Vendor shall return the deposit to the Purchaser without interest or deduction, if, prior to the Completion Date, a similar use is proposed within the Palmerston Industrial Park.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

10. "As Is" Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within fifteen (15) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

11. Investigation by the Purchaser

- a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon the execution by the parties of this APS, and subject to any conditions herein, there shall be a conditional agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

12. Future Use

- a) The Parties acknowledge that the zoning bylaw allows industrial uses subject to the requirements of the Town of Minto Zoning By-law and other municipal by-laws and codes including but not limited to the Town's Site Plan Control Area By-law.

13. Development Covenants and Restrictions

- a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "B" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

14. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

SECTION IV PRIOR TO COMPLETION DATE

15. Purchaser May Inspect the Property

- a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

16. Insurance

- a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

SECTION V COMPLETING THE TRANSACTION

17. Deed

- a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

18. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

19. Survey or Reference Plan

- a) The Vendor shall deposit a Reference Plan on title of the Property at its expense to provide a registerable description of the Property in accordance with the terms of this Agreement.

20. Examination of Title

- a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the surveyor Reference Plan delivered to the Purchaser.
- b) The Purchaser is allowed until 6:00 p.m. on the 15th day prior to the Completion Date to examine the title to the Property at its own expense. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

21. Vendor to Discharge Encumbrances, Purchaser to Accept Easements

- a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens and mortgages affecting the Property. The Purchaser agrees to accept the property subject to all easements registered against the title of the Property as at the date of final acceptance of this agreement, except the parties agree that after closing and during the road design and construction by the Town, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be able to obtain such easements or lot re-configuration at a nominal charge.

22. Adjustments

- a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.

- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

23. Deliveries by the Vendor To The Purchaser on Closing

- a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
 - i) A deed of the Property;
 - ii) The Reference Plan depicting the Property as contemplated in Section 1;
 - iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties in this Agreement;
 - iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
 - v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act* of Canada;
 - vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
 - vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction stipulated by the APS.

24. Harmonized Sales Tax

- a) The parties hereto acknowledge and agree that the transaction contemplated herein may be subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act* (the Act) and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) It will file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
 - (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.
 - ii) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
 - iii) A notarial true copy of its HST registration confirmation.

**SECTION VI
POST CLOSING LOT EXCHANGE**

25. In accordance with the terms of the APS, the Vendor has not certified in any manner whatsoever the suitability of the soils of the Property for the Purchaser's intended development. In consideration of the Purchaser completing the purchase of the Property without any information relating to soils suitability and the ability of the Purchaser to construct a building on the Property, the Vendor covenants and agrees that should the Purchaser's consulting engineer reasonably determine during the construction of its intended development that the soils at the Property are unsuitable, the Vendor shall allow the Purchaser to exchange the Property for a more suitable parcel within the Vendor's industrial development in which the Property is situate. In order to give effect to this Property exchange right, the Vendor and the Purchaser mutually covenant and agree to execute an Agreement of Purchase and Sale on the same terms as contained in this APS for such new parcel as is selected by the Purchaser from the Vendor's then current industrial land inventory

**SECTION VII
MISCELLANEOUS**

26. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

27. Tender

- a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

28. Time of Essence

- b) Time shall be of the essence of this Agreement.

29. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

30. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: Patrick J. Kraemer
45 Erb Street West
P. O. Box 457
Waterloo, ON N2J 4B5
Fax: (519) 886-8651

For the Purchaser:

Southland Mark Lawyers
675 Queen St. S.
Kitchener, ON N2M 1A1
Fax (519) 725-2525

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

31. Successors and Assigns

- a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

32. Schedules

- a) The following Schedules shall form an integral part of this Agreement:

Schedule "A" Description of Property

Schedule "B" Development Covenants

33. Acceptance by Fax

- a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of a facsimile machine, and that they agree to accept such signatures and documents to be legal and binding upon them.

34. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

35. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

2380681 Ontario Limited.

Per: W. H. Beumell
Name:
Title: owner

I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWN
OF MINTO**

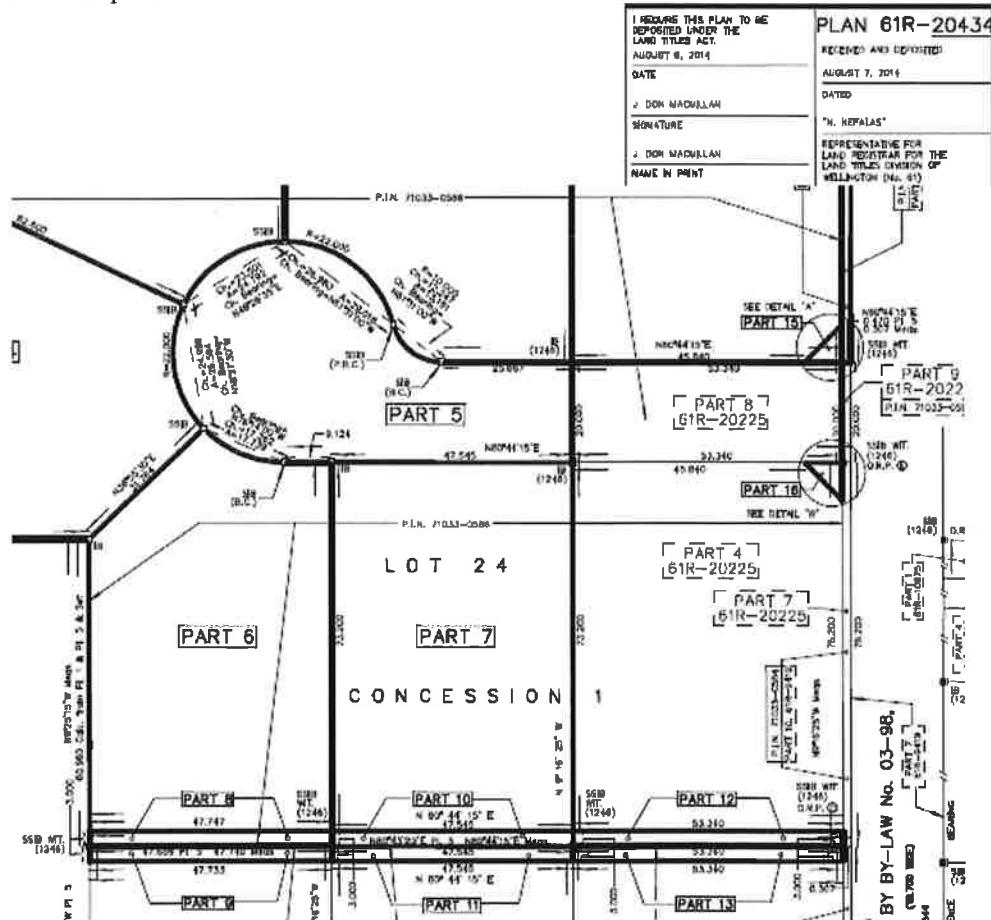
Per: _____
Name: George A. Bridge
Title: Mayor

Per: _____
Name: Bill White
Title: Clerk

We have the authority to bind The
Corporation of the Town of Minto.

**Schedule "A" to
Description of Property
Proposed to be Sold to 2380681 Ontario Limited**

All and singular that certain parcel of land located within the Province of Ontario, County of Wellington, Town of Minto known as Part of Lot 24 Concession 1 being more or less the 1 acre known as Parts 6 and 8 Plan 61R-20434 as identified below in the partial excerpt from the said reference plan.



SCHEDULE "B"

DEVELOPMENT COVENANTS

1. Title Control

- a) The Purchaser covenants and agrees to obtain a building permit for a permanent building with a minimum building coverage of 15% of the lot area of the Property. The Purchaser further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) years of the Completion Date of this transaction and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.
- b) In the event that the Purchaser has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Purchaser may request from the Vendor, in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, as the case may be (such extension, the "Extended Time") upon payment by the Purchaser to the Vendor of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Purchaser, without interest, upon the Purchaser's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Purchaser fails to complete construction within the Extended Time, then the Vendor shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Vendor's damages, as the case may be.
- c) If the Purchaser does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Purchaser, will, at the option of the Vendor by notice in writing to the Purchaser, re-convey good title to the Property to the Vendor, free and clear of all encumbrances, in consideration for payment by the Vendor to the Purchaser of 90% of the purchase price paid by the Purchaser to the Vendor for the conveyance of the Property in the first instance (the "Discounted Consideration"). The Vendor shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property.
- d) Subject to subclause 1.c) above, the Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Vendor for consideration equal to or less than the consideration paid by the Purchaser to the Vendor in the original conveyance of the Property less the costs of the Vendor incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Vendor. The Vendor shall have ninety (90) days from the receipt of an offer made by the Purchaser under this subclause, to accept such offer which acceptance shall be in writing. If the Vendor does not accept an offer to sell made by the Purchaser under the provisions of this subclause, the Vendor's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Purchaser fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Occupation of Building

- a) If the Purchaser or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Purchaser shall pay to the Vendor as liquidated damages, quarterly

amounts equal to the difference in Property tax between what is being paid by the Purchaser as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Purchaser for the Property if the building was occupied. If any such payment is not duly remitted by the Purchaser, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Vendor as interest is calculated and paid to the Vendor on unpaid taxes.

- b) In the event that the Purchaser or the Purchaser's lessee has not occupied the building in accordance with the provisions of subclause 2.a) above, the Purchaser may request, in writing, that the Vendor extend the time for occupation of the building for a maximum period of 6 months, which request the Vendor shall review and may approve in its sole and unfettered discretion. Additional Extensions can be granted at the option of the Vendor, upon written request from the Purchaser prior to the expiry of any prior extensions granted by the Vendor.

3. Assignment of Covenants

- a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

4. Force Majeure

- a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.

5. Right to Waive

- a) Notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Purchaser or notice to or approval from the owners of any other adjacent or nearby lands.

The Corporation of the Town of Minto
By-law Number 2017-60

to Authorize the Mayor and Clerk to execute An Agreement between
the Corporation of the Town of Minto and Corporation of the County of
Wellington

WHEREAS under Section 8 of the Municipal Act, R.S.O., 2001, c. 25, the Corporation of the Town of Minto has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS the Corporation of the Town of Minto agrees to enter into a Lease Agreement respecting 1635 square feet of space in the Harriston Library with the Corporation of the County of Wellington;

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

1. That the Mayor and Clerk are hereby authorized and directed to execute an Agreement hereto as Schedule “A” and forming part of this By-law.
2. This By-law shall come into full force and effect upon final passing thereof.

Read a first, second, third time and finally passed in open Council this 18th day of July 2017.

Mayor George A. Bridge

CAO/Clerk Bill White

THIS INDENTURE

made the day of April, 2017.

In Pursuance of the Short Forms of Leases Act

B E T W E E N

THE CORPORATION OF THE COUNTY OF WELLINGTON

hereinafter called the “Landlord”

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF MINTO

hereinafter called the “Tenant”

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

ARTICLE 1 – BASIC TERMS, DEFINITIONS

1.1 Basic Terms

- (a) Landlord: Address: 74 Woolwich Street, Guelph, Ontario;
- (b) Tenant: The Corporation of the Town of Minto
Address: 5941 Hwy 89, Harriston, ON N0G 1Z0
- (c) Premises: The premises being municipally described as 83 Arthur Street West,
Harriston, Ontario and the buildings thereon (the “Premises”);

- (d) Rentable Area of the Premises: approximately 1635 square feet subject to Section 2.2;
- (e) Term: 5 years subject to Sections 2.3 and 2.4
Commencement Date: May 1, 2017, subject to Section 2.4
End of Term: April 30, 2022, subject to Sections 2.3 and 2.4 and Section 10.9.
- (f) Basic Rent (Section 4.1): based on \$12.00 per square foot @ 1,635 square feet, the sum of nineteen thousand, six hundred and twenty dollars (\$19,620.00) per annum payable at par at Guelph, Ontario, annually in advance on the said term, payment to be made on the 1st day of May 2017 and annually on January 1 thereafter.
- (g) Permitted Use (Section 7.1, Office and interpretive space for community groups;

Schedules forming part of this Lease:

Schedule "A": Operating Costs comprising Additional Rent

Schedule "B": Services and facilities to be provided by Landlord

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of the Landlord's insurance, payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and Rental Taxes, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) "Building Systems" means:
 - (i) the HVAC System and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and
 - (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) "Commencement Date" means the date set out in Section 1.1(e), as such may be varied pursuant to the terms of this Lease;

- (e) "Event of Default" has the meaning set out in Section 13.1;
- (f) "HVAC System" means all interior climate control (including heating, ventilating, and air-conditioning) systems, installations, equipment and facilities in or servicing the Premises;
- (g) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (h) "Mortgage" means any mortgage or other security against the Premises and/or the Landlord's interest in this Lease, from time to time;
- (i) "Mortgagee" means the holder of any Mortgage from time to time;
- (j) "Premises" means the lands and premises identified in Section 1.1(c) and having the Rentable Area as set out in Section 1.1(d), and all rights and easements appurtenant thereto;
- (k) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Premises or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;
- (l) "Rent" means all Basic Rent and Additional Rent;
- (m) "Rentable Area of the Premises" means the area of the building forming part of the Premises measured to the outside surface of the outer building wall and, for greater certainty, excludes storage areas and parking areas, and as may be adjusted from time to time to reflect any alteration, expansion, reduction, recalculation or other change, determined in accordance with the Building Owners and Managers Association ("BOMA") standard method of measurement then in effect from time to time;
- (n) "Rental Taxes" means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date of this Lease or hereinafter imposed by any governmental authority, including, without limitation, Goods and Services Tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;

- (o) “Term” means the period specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof;
- (p) “Transfer” means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (q) “Transferee” means any person or entity to whom a Transfer is or is to be made.

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises. The Tenant accepts the Premises on an “as is” basis.

2.2 Measurement

The Landlord may arrange for the Rentable Area of the Premises to be measured by its architect, surveyor or other space measurer and, if the area measured is different than that set out in Section 1.1(d), the Rent will be adjusted in accordance with the measured area. The Landlord will advise the Tenant in writing of the area measurement. If the Landlord does not arrange for such measurement, the Rentable Area of the Premises shall be deemed to be the area set out in Section 1.1(d).

2.3 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e), and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to the provisions of this Lease.

2.4 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then and only then shall the start of the the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.5 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of one-twelfth of Basic Rent payable during the last year of the Term and one-twelfth (1/12) of all Additional Rent charges provided for herein, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

Article 3 — Rent

3.1 Covenant to Pay, Net Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Premises, and that the Tenant shall pay, as Additional Rent, all charges, impositions and expenses of every nature and kind relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) as set out in **Schedule A** hereto and in the manner hereinafter provided, and the Tenant covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes, if any assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.

3.3 Payment Method

The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either: (a) a cheque in the amount of the annual instalment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. In the event of any change in the estimates of Additional Rent, the Landlord may require a new series of cheques or new documentation (as applicable).

3.4 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

3.5 Partial Periods

If the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

Article 4 — Basic Rent

4.1 Basic Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefore and without any deduction, abatement or set-off whatsoever, as annual Basic Rent, the sum(s) set out in Section 1.1(f) of this Lease in equal quarterly instalments in advance in the amount(s) set out in Section 1.1(f), on the first day of each and every quarter during the Term.

Article 5 — Additional Rent

5.1 Additional Rent

(1) In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent the following costs incurred and attributable to the entire Premises:

- (a) all Realty Taxes levied, rated, charged or assessed on or in relation to the Premises, as indicated in Schedule A;
- (b) all charges, costs, accounts and any other sums payable by reason of the supply of utilities and services to the Premises, as indicated in Schedule A; and
- (c) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.

(2) All of the payments set out in this Lease (other than Rental Taxes) shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not paid as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

(3) The Tenant shall pay to the Landlord all Additional Rent set out herein in equal quarterly instalments together with the Basic Rent. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal quarterly instalments and notify the Tenant in writing of such estimate.

5.3 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay as Additional Rent, discharge within fifteen (15) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

5.4 Annual Readjustment of Additional Rent

As soon as practicable after the expiration of each year, the Landlord shall make a final determination of Realty Taxes, and other estimated Additional Rent, based on the actual costs incurred therefore by the Landlord, and shall notify the Tenant of such determination, providing reasonable details as to the breakdown and calculation thereof. If there has been a shortfall in the amounts payable by the Tenant for such period, the Tenant shall pay such shortfall within twenty (20) days after delivery of the Landlord's notice. Any overpayment may be paid by the Landlord to the Tenant without interest, or credited to the Tenant's account and held by the Landlord without interest, to be applied to payments falling due under this Lease. In the event of any dispute, the report of the Landlord's auditor or accountant as to Additional Rent shall be conclusive as to the amount thereof for any period to which such report relates. Neither the Landlord nor the Tenant may claim any adjustment on account of Additional Rent for any fiscal period more than two (2) years after the date of delivery of the statement for such period.

Article 6 — Utilities and Building Systems

6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises, as may be specified in Schedule A. The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant which consume or are likely to consume large amounts of electricity or other utilities and, on request, shall promptly provide the Landlord with a list of all installations, appliances and machines used in the Premises.

6.2 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.3 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

6.4 Building Systems

The Tenant shall, throughout the Term, operate and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order.

Article 7 — Use of Premises

7.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(g), and for no other purpose.

7.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of this Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

7.3 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

Article 8 — Maintenance, Repairs and Alterations of Premises

8.1 Tenant's Obligations

The Tenant covenants to keep the Premises in a good and reasonable state of repair consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. The Tenant shall not be responsible for any items that are within the Landlord's obligations pursuant to Section 8.2 of this Lease.

8.2 Landlord's Obligations

The Landlord shall be responsible for repairs and replacements arising from structural defects or weaknesses of the building and the Building Systems at its expense. The Landlord shall also be responsible for snow removal and pest control for the Premises, maintenance and gardening of the Premises, and maintenance of and repairs to the parking lot. Further, the Landlord shall be responsible to provide and operate the services and facilities for the Premises as set out in Schedule B hereto and maintain the same such services and facilities in good repair with costs to be apportioned, as set out in Sections 8.1 and 8.2 hereof and Schedule "A" attached hereto, during the term of this Lease.

8.3 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter on the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises, or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may, at any time and from time to time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly affect all repairs necessitated by the Tenant's negligence or wilful misconduct or the negligence or wilful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

8.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

8.5 Signs

The Tenant shall be permitted to install signs on the exterior of the Premises, subject to the Landlord's approval as to size, location, design, type and method of installation, which approval shall not be unreasonably withheld. The Tenant shall not install and otherwise display any additional sign on any part of the outside of the Premises or that is visible from the outside of the Premises without the prior consent of the Landlord, not to be unreasonably withheld.

8.6 Construction Liens

If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

8.7 Removal of Improvements and Fixtures

(1) All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term, except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, and such removal to be completed on or before the end of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Premises by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

8.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up to the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 8.7.

Article 9 — Insurance and Indemnity

9.1 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require from time to time;
- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
- (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months; and
- (e) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time provided such insurance relates to Tenant's liability, as set out in Schedule "A" attached hereto.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) and 9.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 9.1(b) and 9.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and

evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefore and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

9.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

The Landlord's insurance shall include broad form boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the Premises.

9.3 Tenant Indemnity

The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

9.4 Mutual Release

(1) Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:

- (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and
- (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.

(2) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Premises;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (d) any indirect or consequential damages suffered by the Tenant.

Article 10 — Assignment, Subletting, Extension of Lease and Termination

10.1 Assignment, Subletting

The Tenant shall not affect any Transfer without the prior written consent of the Landlord, which shall not be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee and apply the net amount collected to the Rent payable hereunder, but no such Transfer or collection, or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

10.2 Landlord's Consent

If the Tenant desires to affect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing. The Tenant's request shall contain the information required by Section 10.3 of this Lease. The Landlord shall, within fourteen (14) days after receipt of such request, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be; or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet or otherwise transfer all of the Premises or, if the request is to sublet or otherwise transfer a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from such Transfer or to accept the cancellation of the Lease (in whole or in part, as the case may be). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such Transfer shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole or in part, as the case may be). Any cancellation of this Lease pursuant to this Section 10.2 shall be effective on the later of the date originally proposed by the Tenant as being the effective date of the Transfer and the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

10.3 Requests for Consent

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing and shall be accompanied by the name, address, telephone numbers, business experience, credit and financial information and banking references of the Transferee, and shall include a true copy of the document evidencing the proposed Transfer, and any agreement relating thereto. The Tenant shall also provide such additional information pertaining to the Transferee as the Landlord may reasonably require. The Landlord's consent shall be conditional on the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms and conditions herein contained;
- (b) the Landlord being satisfied, acting reasonably, with the financial ability and good credit rating and standing of the Transferee and the ability of the Transferee to carry on the permitted use;
- (c) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (d) the Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (e) the Tenant paying to the Landlord, prior to receiving such consent, an administrative fee and all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (f) the Tenant paying to the Landlord, as Additional Rent, all excess rent and other profit earned by the Tenant in respect of the Transfer.

10.4 Change of Control

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation, which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article 10 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or its lawful representatives such books and records for inspection, at all reasonable times, in order to ascertain whether there has, in effect, been a change in control. This provision shall not apply if the Tenant is a public company or is controlled by a public company listed on a recognized stock exchange and such change occurs as a result of trading in the shares of a corporation listed on such exchange.

10.5 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

10.6 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Premises or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

10.7 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct a statement as prepared by the Landlord in writing certifying the following:

- (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that the same is in full force and effect as modified;
- (b) the amount of the Basic Rent then being paid;
- (c) the dates to which Basic Rent, by instalments or otherwise and Additional Rent and other charges hereunder have been paid;
- (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice; and
- (e) any other information and particulars as the Landlord may reasonably request.

10.8 Subordination and Non-Disturbance

This Lease and all of the rights of the Tenant hereunder are, and shall at all times, be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Premises. Upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Premises or of affecting the rights of the Tenant pursuant to the terms of this Lease, provided that the Tenant performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

10.9 Extension of Term

The Tenant shall have the option exercisable on not less than six (6) months written notice to the Landlord prior to the expiry of the Term to extend the Lease for one (1) additional term of five (5) years (the "Extended Term") on the same terms and conditions as the Term save and except there shall be no further right to extend the Term.

10.10 Termination by Parties

The Landlord and/or the Tenant shall have the right to terminate this lease by providing the other party with twelve (12) months' prior written notice at any time.

Article 11 — Quiet Enjoyment

11.1 Quiet Enjoyment

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

Article 12 — Damage and Destruction

12.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

12.2 Rights to Termination

Notwithstanding Section 12.1:

- (a) if the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the reasonable opinion of the Landlord, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may terminate this Lease by giving to the Tenant, within thirty (30) days after such damage or destruction, notice of termination, and thereupon Rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and
- (b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises or are not payable to or received by the Landlord, or in the event that any Mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose or, in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Premises, the Landlord may elect, within thirty (30) days of such damage or destruction, on written notice to the Tenant, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

12.3 Certificate Conclusive

Any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

12.4 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Premises and its equipment and systems. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

12.5 Expropriation

(1) If at any time during the Term any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the following provisions shall apply:

- (a) if such expropriation or compulsory taking does not materially affect the Tenant's use or enjoyment of the Premises, then the whole of the compensation awarded or settled, whether fixed by agreement or otherwise, shall be paid or received by the Landlord, and the Tenant assigns, transfers and sets over unto the Landlord all of the right, title and interest of the Tenant therein and thereto, and this Lease shall thereafter continue in effect with respect to the remainder of the Premises, without abatement or adjustment of Rent; and
- (b) if such expropriation or compulsory taking does materially affect the Tenant's use or enjoyment of the Premises, then, at the Landlord's option: (i) this Lease shall be deemed to terminate and the Term shall terminate on the date on which the expropriating or taking authority requires possession of the lands so expropriated or taken; or (ii) the Premises shall be adjusted to exclude the area so taken, the Landlord shall complete any work required to the Premises as a result of such taking (excluding any work relating to any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant) and the Rent shall be adjusted if the Rentable Area of the Premises changes as a result of such taking. In either event the Landlord shall be entitled to receive the entire compensation awarded or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically awarded or allocated in respect of the leasehold improvements or other interests of the Tenant.

(2) The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof so that each receives the maximum award to which it is entitled at law.

Article 13 — Default

13.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;

- (c) the Tenant or any Indemnifier becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant or any Indemnifier;
- (e) the Tenant or any Indemnifier makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

13.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 13.2(a) or proceeding under Section 13.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate their reletting; and

- (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

13.3 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

13.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

13.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 14 — General

14.1 Entry

(1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein (if any), the Landlord shall be entitled, at any time during the last nine (9) months of the Term:

- (a) without notice to or consent by the Tenant, to place on the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
- (b) on reasonable prior notice, to enter on the Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

(2) The Landlord may enter the Premises at any time during the Term, on reasonable notice, for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises. The Landlord shall have the right to place on the Premises a "for sale" sign of reasonable dimensions.

14.2 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 14.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

14.3 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

14.4 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1(a), (b) or (c), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

14.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

14.6 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

14.7 Severability, Subdivision Control

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Landlord agrees to cooperate with the Tenant in bringing such application.

14.8 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

14.9 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

14.10 Confidentiality and Personal Information

(1) The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents or others, except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.

(2) Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant as applicable, (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

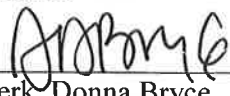
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE.

THE CORPORATION OF THE COUNTY OF WELLINGTON

Per:



Warden, Dennis Lever



County Clerk, Donna Bryce

We have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF MINTO

Per:

We have authority to bind the corporation.

Date _____

SCHEDULE "A"**OPERATING COSTS**

Description	Procurement & Payment Responsibility	Cost sharing method	To be included as additional rent
Utilities: Hydro (including lighting for parking lot and signs), Union Gas, water and sewer			Yes
Property taxes (if any)			Yes
Janitorial services			Yes
Security monitoring			Yes
Insurance on building			Yes
Grounds maintenance and snow removal	Minto	100%	No
Snow removal on sidewalks	Minto	100%	No
Solid Waste Disposal	Minto	100%	No
Fire alarm/extinguisher monitoring	Minto	100%	No
		100%	
Internet services	Minto		No
Insurance on contents and tenant's liability	Minto	100%	No
Telephone and fax	Minto	100%	No

Note:

Minto: Corporation of the Town of Minto

SCHEDULE "B"

SERVICES AND FACILITIES TO BE PROVIDED BY LANDLORD

1. UTILITY SYSTEMS

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

2. ELECTRICAL SYSTEMS/LENSES, BULBS AND RELATED EQUIPMENT

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

3. THERMAL CONDITIONS AND AIR QUALITY

Subject to s.1.2(c) a heating, ventilation and air-conditioning systems.

4. WATER SYSTEM

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

5. WASHROOMS

Fully equipped washroom facilities for male and female employees of the Lessee.

6. EXTERIOR, INTERIOR AND COMMON AREAS

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

7. GLASS REPLACEMENT

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

8. WASTE MANAGEMENT AND RECYCLING

In accordance with applicable municipal programs.

9. JANITORIAL SERVICES

Janitorial services for the premises.

10. FIRE ALARM/ EXTINGUISHER MONITORING

Fire Alarm / Extinguisher Monitoring services for the premises.

The Corporation of the Town of Minto
By-law Number 2017-61

to Authorize the Sale of Industrial Lands and first right of refusal for
additional lands on Minto Road
Palmerston Industrial Park to Krosinski Enterprises Ltd

WHEREAS the Corporation of the Town of Minto (the “Town”) has, pursuant to Sections 8, 9, 10, 11 and 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”), the authority to dispose of municipally owned property;

AND WHEREAS subsection 23.1(1) of the Act authorizes the Town to delegate its powers and duties under the Act to a person or body;

AND WHEREAS the Town is the owner of lands that are described in Schedule “A” to this By-law (the “Subject Property”);

AND WHEREAS the Town has complied with its disposition of property By-law 08-03 respecting the conveyance of municipally owned industrial lands;

AND WHEREAS Krosinski Enterprises Ltd have entered into an Agreement of Purchase and Sale for the subject lands herein known as Part of Lot 24 Concession 1 being more or less the 3 acres known as Part 4 Plan 61R-9419 as well as first right of refusal for up to two years on 3 acres of land abutting the purchased lands herein known as Part of Lot 24 Concession 1 Part 5 Plan 61R-9419

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

1. That the conditional sale of the lands and first right of refusal described in Schedule “A” of this Agreement to Krosinski Enterprises Ltd. for \$15,000 per acre is hereby authorized.
2. That the Mayor and C.A.O. Clerk are hereby authorized to execute any and all documents in regard to the above noted sale.
3. Schedule “A” attached to this by-law describing the lands to be sold shall form part of this By-law.”

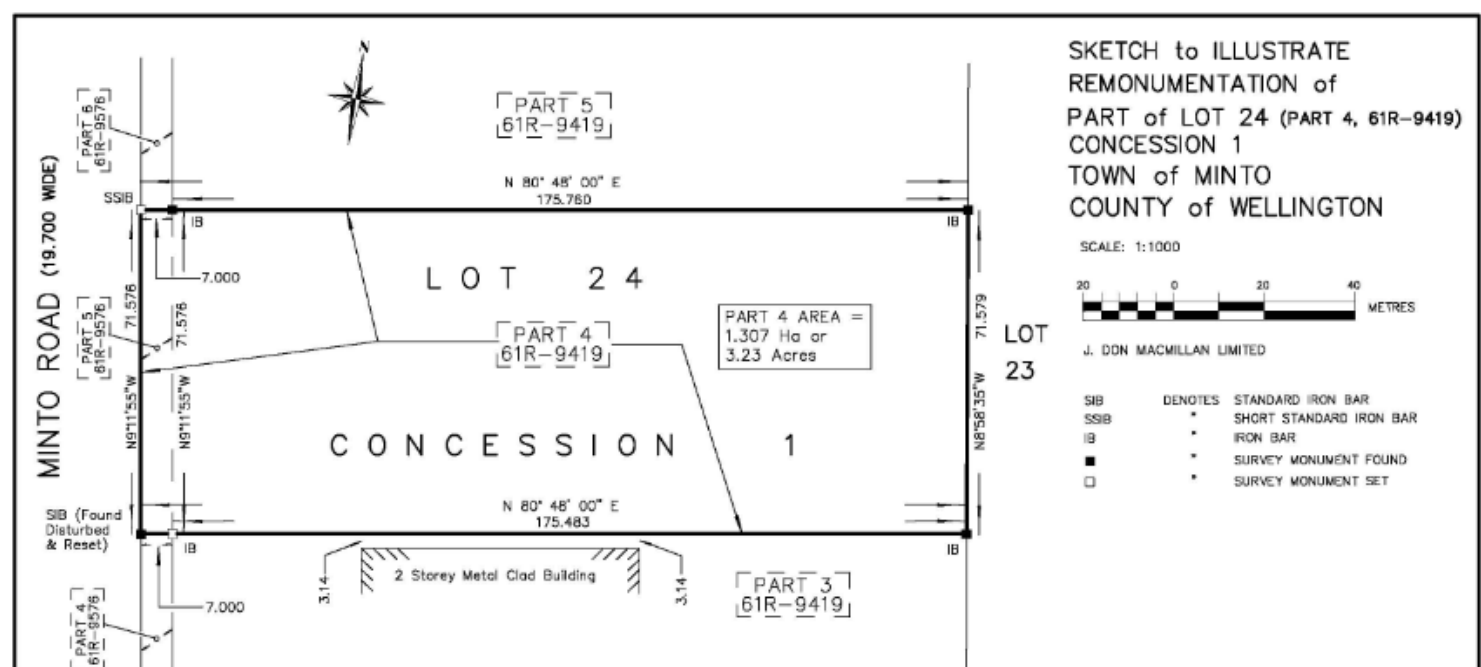
Read a first, second, third time and passed in open Council this 18th day of July, 2017

George A. Bridge, Mayor

Bill White, C.A.O. Clerk

Schedule "A" to By-law 2017-61
Description of Property
Proposed to be Krosinski Enterprises Ltd

All and singular that parcel of land located in the Province of Ontario, County of Wellington, Town of Minto former Town of Palmerston known as Part of Lot 24 Concession 1 Part 4 Plan 61R-9419 as shown on the illustrative sketch below



Lands under First Right of Refusal

All and singular that parcel of land located in the Province of Ontario, County of Wellington, Town of Minto former Town of Palmerston known as Part of Lot 24 Concession 1 Part 5 Plan 61R-9419. Such lands illustrated along with the Lands to be Purchased on the sketch below:



AGREEMENT OF PURCHASE AND SALE (hereinafter called the "APS")

THIS AGREEMENT made as of the 17th day of July, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

hereinafter called the "Vendor" of the FIRST PART;

-and-

KROSINSKI ENTERPRISES LTD.

hereinafter called the "Purchaser" of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule "A" (the "Property").

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.

In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Fifteen Dollars (\$15,000.00) per acre subject to the parties' determination of the total area of the subject property within (10) days prior to closing. The Vendor acknowledges that the Purchase Price may be adjusted based on the findings during the due diligence process. The Purchase Price shall be paid as follows:

- a) Four Thousand Five Hundred Dollars (\$4,500.00) is payable by the Purchaser by cheque upon execution of this Agreement, to be held on an interest free basis by Duncan Linton LLP in trust for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.
2. The parties agree that the lands to be purchased are set out in Schedule "A".

**SECTION II
PURCHASE OF PROPERTY**

3. Irrevocable Date

- a) This APS shall be open for acceptance by the Vendor until the 21st day of July, 2017, and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

4. Deed

- a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

5. Completion Date

- a) The closing of this transaction shall be September 30 2017, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor covenants that it has the right and authority to sell the Property.

6. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and the approval of the Council of The Corporation of the Town of Minto in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

7. Documents, Reports and Information

- a) The Vendor will produce and deliver to the Purchaser within twenty four (24) days after the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

8. Withdraw

- a) The Purchaser may terminate this Agreement at any time before the Completion Date, and the Vendor shall return the deposit to the Purchaser without interest or deduction, if, prior to the Completion Date, a similar use is proposed within the Palmerston Industrial Park.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

9. "As Is" Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within fifteen (15) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

10. Investigation by the Purchaser

- a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon the execution by the parties of this APS, and subject to any conditions herein, there shall be a conditional agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental

inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

11. Future Use

- a) The Parties acknowledge that a zoning amendment is required to permit the production and processing of medical and as law permits recreational cannabis and more specifically a use that involves structures that allow for the cultivation and processing of cannabis, and that the Vendor shall initiate such amendment at its own cost save and except Conservation Authority fees which shall be the responsibility of the Purchaser. The Purchaser agrees to support the proposed rezoning including providing input and planning justification throughout the process including paying the cost of any appeal to the decision that may occur. The Purchaser further acknowledges that the Vendor is also the Town of Minto and as approval authority for the rezoning shall be obligated to adhere to the public planning process as laid out in the Planning Act of Ontario including making its decision based on consultation, public feedback, Provincial Policy, good planning and other such matters as may apply in its role as approval authority. Following consideration of the rezoning the Purchaser shall comply with all other municipal by-laws and codes including but not limited to the Town's Site Plan Control Area By-law.

12. Development Covenants and Restrictions

- a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "B" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

13. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

SECTION IV PRIOR TO COMPLETION DATE

14. Purchaser May Inspect the Property

- a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

15. Insurance

- a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V
COMPLETING THE TRANSACTION**

16. Deed

- a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

17. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

18. Survey or Reference Plan

- a) The Vendor shall deposit a Reference Plan on title of the Property at its expense to provide a registerable description of the Property in accordance with the terms of this Agreement.

19. Examination of Title

- a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the surveyor Reference Plan delivered to the Purchaser.
- b) The Purchaser is allowed until 6:00 p.m. on the 15th day prior to the Completion Date to examine the title to the Property at its own expense. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

20. Vendor to Discharge Encumbrances, Purchaser to Accept Easements

- a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens and mortgages affecting the Property. The Purchaser agrees to accept the property subject to all easements registered against the title of the Property as at the date of final acceptance of this agreement, except the parties agree that after closing and during the road design and construction by the Town, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be able to obtain such easements or lot re-configuration at a nominal charge.

21. Adjustments

- a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

22. Deliveries by the Vendor To The Purchaser on Closing

- a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
 - i) A deed of the Property;
 - ii) The Reference Plan depicting the Property as contemplated in Section 1;
 - iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties in this Agreement;
 - iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
 - v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act* of Canada;
 - vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
 - vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction stipulated by the APS.

23. Harmonized Sales Tax

- a) The parties hereto acknowledge and agree that the transaction contemplated herein may be subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act* (the Act) and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) It will file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
 - (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.

- ii) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
- iii) A notarial true copy of its HST registration confirmation.

SECTION VI POST CLOSING LOT EXCHANGE

24.

- a) In accordance with the terms of the APS, the Vendor has not certified in any manner whatsoever the suitability of the soils of the Property for the Purchaser's intended development. In consideration of the Purchaser completing the purchase of the Property without any information relating to soils suitability and the ability of the Purchaser to construct a building on the Property, the Vendor covenants and agrees that should the Purchaser's consulting engineer reasonably determine during the construction of its intended development that the soils at the Property are unsuitable, the Vendor shall allow the Purchaser to exchange the Property for a more suitable parcel within the Vendor's industrial development in which the Property is situate. In order to give effect to this Property exchange right, the Vendor and the Purchaser mutually covenant and agree to execute an Agreement of Purchase and Sale on the same terms as contained in this APS for such new parcel as is selected by the Purchaser from the Vendor's then current industrial land inventory
- b) The Purchaser shall be entitled to first right of refusal on the adjacent 3 acres identified in Schedule A. within the Vendor's industrial park for a purchase price equal to the Purchase Price in this APS or such purchase price in effect when the Purchaser wishes to exercise this option whichever is the greater. This first right of refusal shall last for a period of two years from closing or until the Vendor receives a letter of interest from another party with respect to these same lands and the Purchaser has waived in writing any interest in the adjacent property. In the event such interest is waived in writing by the Purchaser this first right of refusal shall be considered null and void and no further rights respecting the adjacent lands shall be claimed by the Purchaser. In the event the Purchaser wishes to exercise its first right of refusal it shall state same in writing to the Town without delay in which case encumbrances and registrations assumed by the Purchaser on the completion of this APS shall apply to the adjacent lot. Such first right of refusal shall not be considered exercised until the Purchaser provides a signed agreement of purchase and sale generally consistent with the APS for this transaction as well as a deposit to the Town for the aforementioned abutting parcel. The Vendor and the Purchaser shall each be responsible for their respective costs to complete the exchange of the Property and the replacement lot.

SECTION VII MISCELLANEOUS

26. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

27. Tender

- c) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

28. Time of Essence

- d) Time shall be of the essence of this Agreement.

29. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

30. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: David Linton
45 Erb Street West
P. O. Box 457
Waterloo, ON N2J 4B5
Fax: (519) 886-8651

For the Purchaser:

Pak Law Professional Corporation
3000 Steeles Ave. E., Suite 202
Markham, ON L3R 4T9
Fax: 905-470-8860

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

31. Successors and Assigns

- a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

32. Schedules

- a) The following Schedules shall form an integral part of this Agreement:

Schedule "A" Description of Property

Schedule "B" Development Covenants

33. Acceptance by Fax

- a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of a facsimile machine, and that they agree to accept such signatures and documents to be legal and binding upon them.

34. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

35. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

KROSINSKI ENTERPRISES LTD.

Per: 
Name: JACK KROSINSKI
Title: PRESIDENT

I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWN
OF MINTO**

Per: _____
Name: George A. Bridge
Title: Mayor

Per: _____
Name: Bill White
Title: CAO Clerk

We have the authority to bind The
Corporation of the Town of Minto.

SCHEDULE "B"

DEVELOPMENT COVENANTS

1. Title Control

- a) The Purchaser covenants and agrees to obtain a building permit for a permanent building with a minimum building coverage of 15% of the lot area of the Property. The Purchaser further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) years of the Completion Date of this transaction and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.
- b) In the event that the Purchaser has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Purchaser may request from the Vendor, in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, as the case may be (such extension, the "Extended Time") upon payment by the Purchaser to the Vendor of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Purchaser, without interest, upon the Purchaser's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Purchaser fails to complete construction within the Extended Time, then the Vendor shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Vendor's damages, as the case may be.
- c) If the Purchaser does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Purchaser, will, at the option of the Vendor by notice in writing to the Purchaser, re-convey good title to the Property to the Vendor, free and clear of all encumbrances, in consideration for payment by the Vendor to the Purchaser of 90% of the purchase price paid by the Purchaser to the Vendor for the conveyance of the Property in the first instance (the "Discounted Consideration"). The Vendor shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Vendor to the Purchaser, as well as the costs of the Vendor in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Vendor therefor. The Vendor shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Purchaser on the Property.
- d) Subject to subclause 1.c) above, the Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Vendor for consideration equal to or less than the consideration paid by the Purchaser to the Vendor in the original conveyance of the Property less the costs of the Vendor incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Vendor. The Vendor shall have ninety (90) days from the receipt of an offer made by the Purchaser under this subclause, to accept such offer which acceptance shall be in writing. If the Vendor does not accept an offer to sell made by the Purchaser under the provisions of this subclause, the Vendor's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Purchaser fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Occupation of Building

- a) If the Purchaser or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Purchaser shall pay to the Vendor as liquidated damages, quarterly

amounts equal to the difference in Property tax between what is being paid by the Purchaser as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Purchaser for the Property if the building was occupied. If any such payment is not duly remitted by the Purchaser, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Vendor as interest is calculated and paid to the Vendor on unpaid taxes.

- b) In the event that the Purchaser or the Purchaser's lessee has not occupied the building in accordance with the provisions of subclause 2.a) above, the Purchaser may request, in writing, that the Vendor extend the time for occupation of the building for a maximum period of 6 months, which request the Vendor shall review and may approve in its sole and unfettered discretion. Additional Extensions can be granted at the option of the Vendor, upon written request from the Purchaser prior to the expiry of any prior extensions granted by the Vendor.

3. Assignment of Covenants

- a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

4. Force Majeure

- a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.

The Corporation of the Town of Minto
By-law No. 2017-62

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held July 18, 2017

WHEREAS the Council of the Town of Minto met on July 18, 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 July 18 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 18th day of July, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White