



Tuesday, October 17, 2017

6:30 p.m.

Council Chambers

Pages

1. **Call to Order**
2. **Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act**
3. **Motion to Convene into Closed Session**
 - a. Previous Minutes of the October 3, 2017 Closed Session
 - b. Proposed or pending acquisition or disposition of land - Palmerston
 - c. Proposed or pending acquisition or disposition of land - Palmerston Industrial Park
4. **Motion to Convene into Open Session**
5. **Minutes of Previous Meeting**
 - a. Regular Council Minutes of October 3, 2017 1
6. **Additional Items Disclosed as Other Business**
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**
 - a. Palmerston Imperials Fastpitch Team
10. **Public Question Period**

| | | |
|------------|--|-----|
| 11. | Correspondence Received for Information or Requiring Direction of Council | |
| a. | County of Wellington, Provincial Growth Plan - Comments on Draft Agricultural System | 9 |
| b. | Ontario Ombudsman, September Newsletter | 21 |
| c. | Clifford Recreation Association, October Newsletter | 27 |
| d. | Waterloo-Wellington LHIN, September 2017 Newsletter | 30 |
| e. | Town of Erin, Resolution Supporting WDGPH re Implementation of Proactive Random Inspections | 35 |
| f. | Township of Montague, Volunteer Firefighters and Bill 148 | 36 |
| 12. | Reports of Committees and Town Staff, Matters Tabled and Motions for Which Notice Has Been Previously Given | |
| a. | Committee Minutes for Receipt | |
| 1. | July 17, 2017 Maitland Valley Conservation Authority Board of Directors Meeting Minutes | 38 |
| 2. | August 10, 2017 Jamesway Manor Board Meeting Minutes | 44 |
| b. | Committee Minutes for Approval | |
| 1. | Minto Trails Association Minutes of April 20, 2017 | 45 |
| 2. | Minto Trails Association Minutes of May 31, 2017 | 46 |
| 3. | Minto Trails Association Minutes of June 21, 2017 | 47 |
| 4. | Minto Trails Association Minutes of September 20, 2017 | 48 |
| 5. | Cultural Roundtable Minutes of September 25, 2017 | 49 |
| c. | Staff Reports | |
| 1. | Fire Chief and Fire Assistant, Updated Master Fire Plan Draft | 52 |
| 2. | By-law Officer, Building Number By-law | 113 |
| 3. | Chief Building Official, September 2017 Permit Stats Review | 115 |
| 4. | Treasurer, Approval of Accounts | 122 |
| 5. | Treasurer, Municipal Disaster Recovery Assistance Program (MDRA) | 124 |

| | | |
|------------|--|------------|
| 6. | C.A.O. Clerk, sale of Town of Minto Gravel Pit | 126 |
| 7. | C.A.O. Clerk, Clair Ridge Estates Request for Model Units | 129 |
| 8. | C.A.O. Clerk, Subdivision Agreements for Execution | 140 |
| 9. | C.A.O. Clerk, Minto Road Lift Station Palmerston Industrial Park | 144 |
| d. | Other Business Disclosed as Additional Items | |
| 13. | Motion to Return To Regular Council | |
| 14. | Notices of Motion | |
| 15. | Resolution Adopting Proceedings of Committee of the Whole | |
| 16. | By-laws | 146 |
| a. | 2017-82, Shared Parking Lot Agreement with Harriston Legion | 147 |
| b. | 2017-83, Plan of Subdivision Agreement, Clair Ridge Estates Limited | 148 |
| c. | 2017-84, Plan of Subdivision Agreement, First G. Capital Inc. | 182 |
| d. | 2017-85, Building Number By-law | 214 |
| e. | 2017-86, Confirming Proceedings of October 17, 2017 Committee of the Whole/Council Meeting | 217 |
| 17. | Adjournment | |



Council Minutes
Tuesday, October 3, 2017 2:00 p.m.
Council Chambers

Council Present:

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

Council Regrets: Councillor Dave Turton

Staff Present for all or part of the meeting:

| | |
|---|--|
| Bill White, C.A.O. Clerk | Annilene McRobb, Deputy Clerk, Recording Secretary |
| Gordon Duff, Treasurer | Belinda Wick-Graham, Business & Economic Manager |
| Terry Kuipers, Chief Building Official | Matt Lubbers, Recreation Services Manager |
| Paul Judge, Town Landscape Care Coordinator | |

1. Call to Order 2:00 p.m.
2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act
3. Motion to Convene into Closed Session

RESOLUTION 2017-191

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

THAT The Council of the Town of Minto conduct a meeting Closed to the Public to discuss the following:

- Previous Minutes of the September 19, 2017 Closed Session
- Proposed or Pending Acquisition or Disposition of Land – Harriston
- Proposed or Pending Acquisition or Disposition of Land – Palmerston Industrial Park
- Proposed or Pending Acquisition or Disposition of Land – Palmerston
- Proposed or Pending Acquisition or Disposition of Land – Clifford
- Proposed or Pending Acquisition or Disposition of Land – former Minto Township

Carried

4. Motion to Convene into Open Session

RESOLUTION 2017-192

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen

THAT The Council of the Town of Minto resume into open Council.

Carried

5. Minutes of Previous Meeting

a. Regular Council Minutes of September 19, 2017

RESOLUTION 2017-193

Moved By: Councillor Anderson; Seconded By: Councillor Elliott

THAT the minutes of the September 19, 2017 Council Meeting be approved.

Carried

6. Additional Items Disclosed as Other Business

Councillor Anderson advised of one item.

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

RESOLUTION 2017-194

Moved By: Councillor Anderson; Seconded By: Councillor Colwell

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

Carried

8. Public Meeting

9. Delegations

a. Town of Minto Heritage Association, Project Inventory

Jim Connell Chair introduced members of the Minto Heritage Association who documented farms, homes and businesses in Minto 2012-2017. June MacDonald outlined the inventory process done by volunteers, noted the pictures are a snapshot in time, and thanked all involved. Karen Wagner of the County of Wellington Museum and Archives advised there are about 5000 pictures to be loaded into archives. She showed how to search pictures on the County website. Mayor Bridge thanked the volunteers for their work.

b. Mayors Charity Golf presentation to Minto Safe Community Committee, Palmerston Imperials and Youth for Christ / Youth Unlimited of Minto

Mayor Bridge presented each group with \$4,500 each as their proceeds from the Golf tournament.

10. Public Question Period – No one came forward.

11. Correspondence Received for Information or Requiring Direction of Council

- a. Association of Municipalities of Ontario, Policing Policy and Bill 68 Update
- b. Upper Grand District School Board, Annual Partnership Meeting
- c. Crime Stoppers Guelph Wellington, Fall 2017 Newsletter
- d. Wellington-Dufferin-Guelph Board of Health, Highlights September 2017
- e. St. John Ambulance, Request for funding
- f. Association of Municipalities of Ontario, Health Omnibus Bill introduced with Municipal Implications
- g. Mapleton Seniors Centre for Excellence October 2017 Newsletter and Calendar

MOTION COW 2017-234

Moved By: Councillor Colwell; Seconded By: Councillor Elliott

THAT the Town of Minto donate \$250 to St. John Ambulance.

Carried

MOTION COW 2017-235

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

THAT Council receives the correspondence for information.

Carried

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

- a. Committee Minutes for Receipt
- 1. Saugeen Valley Conservation Authority, July 18, 2017 Minutes

MOTION: COW 2017-236

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

THAT the Saugeen Valley Conservation Authority Meeting Minutes of July 18, 2017 be received for information.

Carried

- b. Committee Minutes for Approval
- 1. Economic Development and Planning Committee Minutes of September 14, 2017
Business & Economic Manager Wick-Graham noted Cultural Days were well received over the weekend. Industrial land sales in Palmerston remain strong. Committee recommends Jeremy Ide's \$10,000 structural grant request for 90 Elora St. S.

MOTION: COW 2017-237

Moved By: Councillor Anderson; Seconded By: Councillor Dirksen

THAT Council receives the Economic Development and Planning Committee Minutes of September 14, 2017 and approves any recommendations contained therein.

Carried

2. Parks & Recreation Advisory Committee Minutes of September 25, 2017

Recreation Services Manager Lubbers noted Norgan Theatre 70th celebrations in August went well. Grass roots hockey and basketball are ready to go. Palmerston ice went in September 11 and ice in Harriston and Clifford will be in by October 10th. A report will come forward to Council regarding Harriston pool upgrades. Summer programs went well.

MOTION: COW 2017-238

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell

THAT Council receives the Parks & Recreation Advisory Committee Minutes of September 25, 2017 and approves any recommendations contained therein.

Carried

c. Staff Reports

1. Recreation Services Manager, Tuff Truck Event

Recreation Services Manager Lubbers noted the agreement allows the Kinsman to keep obstacles at the Harriston arena site, as approved by Conservation Authority and Ag Society.

MOTION: COW 2017-239

Moved By: Councillor Elliott; Seconded By: Councillor Anderson

THAT Council of the Town of Minto receives the September 27th, 2017 report from the Recreation Services Manager entitled Tuff Truck Event and that a By-law be considered in open session authorizing the Mayor and C.A.O. Clerk to sign an agreement to permit certain obstacles for the Kinsmen Tuff Truck Event to remain in place at the Harriston Minto Community Complex.

Carried

2. Business & Economic Manager & TLC Coordinator, Communities in Bloom

Business & Economic Manager Wick Graham noted the Town won silver and special mention for County Green Legacy in 2017 Communities in Bloom Circle of Excellence. She reviewed judge's recommendations. TLC Coordinator Paul Judge attended the Communities in Bloom Awards and presented pictures Canada 150 grounds displays in Ottawa. The Mayor and Council thanked staff for their work. Councillor Elliott noted the Palmerston Lions are looking to work with TLC Coordinate on a volunteer maintenance program for Lions Park.

3. Business & Economic Manager, Palmerston Industrial Land Agreement of Purchase & Sale Lot 1 B (Part 4)

Belinda Wick Graham noted this sale is the last parcel on Frank Lambier Court.

MOTION: COW 2017-240

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

THAT Council receives the September 27, 2017 report from the Business and Economic Manager regarding the Agreement of Purchase & Sale for Lot 1B in the Palmerston Industrial Park and considers a bylaw in regular session authorizing the Mayor and C.A.O. Clerk or designates to sign the Agreement of Purchase & Sale and all documents necessary to close the transaction.

Carried

4. C.A.O. Clerk, Proposed Parking Lot Agreement, Harriston Legion

C.A.O. Clerk White noted the agreement for re-paving private lands for public parking is similar to Harry Stones. The Town already plows and maintains the Legion lot. Councillor Anderson asked that accessibility to the back of the Legion be looked at when work is done.

MOTION: COW 2017-241

Moved By: Councillor Anderson; Seconded By: Councillor Colwell

THAT Council of the Town of Minto receives the CAO Clerk's report dated September 28, 2017 and the letter from Ken Reuber from the Harriston Legion regarding a Proposed Parking Lot Agreement, and that a by-law return to Council at the next Council meeting to authorize the Mayor and C.A.O. Clerk to sign the agreement.

Carried

5. Manager of Planning & Environment County of Wellington, Zoning By-law Amendment - Will - James Street

The C.A.O. Clerk stated the County adopted the Official Plan Amendment and rezoning can now proceed.

MOTION: COW 2017-242

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

THAT the report regarding Zoning By-law Amendment for Will, James Street Palmerston from the County of Wellington Manager of Planning and Environment be received and that a By-law be considered in open session.

Carried

Councillor Colwell assumed the Chair

6. Tax Collector and Treasurer, Section 357 Applications

Treasurer Duff explained adjustments are for property use changes and Town purchases.

MOTION: COW 2017-243

Moved By: Deputy Mayor Faulkner; Seconded By: Mayor Bridge

THAT Council receives the September 2017 report from the Treasurer and Tax Collector regarding Section 357 Applications and that the applications presented be approved.

Carried

7. Treasurer, July 31, 2017 Financial Review

Treasurer Duff presented the quarterly budget review up to July 31. The Town is nearing the 3% level for the flood relief funding through the province. If the Town qualifies expenses above that amount may be eligible for 50% funding if claimed within 120 days. Council discussed the operational and capital budgets overview by Department. Salt and sand expenses have used most of the 2017 Winter Control budget.

MOTION: COW 2017-244

Moved By: Councillor Dirksen; Seconded By: Councillor Anderson

THAT Council receives the Treasurers July 31, 2017 Financial Review report as information.

Carried

8. Treasurer, Approval of Accounts

Treasurer Duff highlighted payments for Jane and Inkerman project, renewal of Keystone Program, annual audit, trail work and catch basins.

MOTION: COW 2017-245

Moved By: Mayor Bridge; Seconded By: Deputy Mayor Faulkner

THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for September 28, 2017 as follows: Administration \$83,575.01, Building \$2,784.53, Economic Development \$3,266.20, Incubator \$79.22, Fire \$9,697.04, Roads \$717,932.78, Waste Water \$4,266.43, Streetlights \$717.34, Water \$8,191.09, Town Landscaping Care \$426.06, Recreation \$7,085.85, Clifford \$14,145.07, Harriston \$8,188.32, Palmerston \$35,535.60, Norgan \$2,457.28.

Carried

Mayor Bridge Assumed the Chair

d. Other Business Disclosed as Additional Items

Councillor Anderson stated that she and her husband County Councillor David Anderson will host the 2nd annual dinner at the Harriston Arena Christmas Day, details to follow.

Mayor Bridge noted that there are new entrance signs into the County. Destination signs for business and attractions will be looked at next year by the County.

13. Motion to Return To Regular Council

RESOLUTION 2017-195

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

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

Carried

14. Notices of Motion - None

15. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION 2017-196

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell

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

Carried

16. By-laws

a. 2017-78, to Authorize the Sale of Industrial Lands Palmerston Industrial Park to J&A DeVries Construction Inc

RESOLUTION 2017-197

Moved By: Councillor Anderson; Seconded By: Councillor Elliott

THAT By-law 2017-78; to Authorize the Sale of Industrial Lands on Minto Road Palmerston Industrial Park to J&A DeVries Construction Inc; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

b. 2017-79, Execute a Public Facilities Limited Use Agreement with the Harriston Kinsmen Club and the Harriston-Minto Agricultural Society to permit permanent improvements to remain for the annual Tuff Truck Event

RESOLUTION 2017-198

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

THAT By-law 2017-79; Execute a Public Facilities Limited Use Agreement with the Harriston Kinsmen Club and the Harriston-Minto Agricultural Society; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

c. 2017-80, ZBA Will, 245 James Street Palmerston

RESOLUTION 2017-199

Moved By: Councillor Dirksen; Seconded By: Councillor Anderson

THAT By-law 2017-80; To Amend Zoning By-law Number 01-86 for 245 James Street in 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. 2017-81, Confirming Proceedings of October 3, 2017 Committee of the Whole/Council Meeting

RESOLUTION 2017-200

Moved By: Councillor Elliott; Seconded By: Councillor Colwell

THAT By-law 2017-81; To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held October 3, 2017; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

17. Adjournment 4: 36 p.m.

RESOLUTION 2017-201

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

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

Carried

Mayor George A. Bridge

C.A.O. Clerk Bill White



COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Mark Paoli, Manager of Policy Planning
Date: September 6, 2017
Subject: **PROVINCIAL GROWTH PLAN – COMMENTS ON DRAFT AGRICULTURAL SYSTEM**

1.0 Background:

As discussed in our Planning Report titled “Provincial Plan Updates” in May 2017, 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 updated Growth Plan includes policy direction for two new systems across the Greater Golden Horseshoe: an Agricultural System and a Natural Heritage System. The mapping and methods for these systems were not available when the Plans were released.

Earlier this summer, the Province released draft mapping and supporting documents for the Agricultural System through the Environmental Bill of Rights Registry (see Attachment ‘A’) with an October 4, 2017 comment deadline.

This report sets out the County’s comments and member municipalities are welcome to use this report as a basis for their comments if they wish to do so.

2.0 Draft Greater Golden Horseshoe Agricultural System

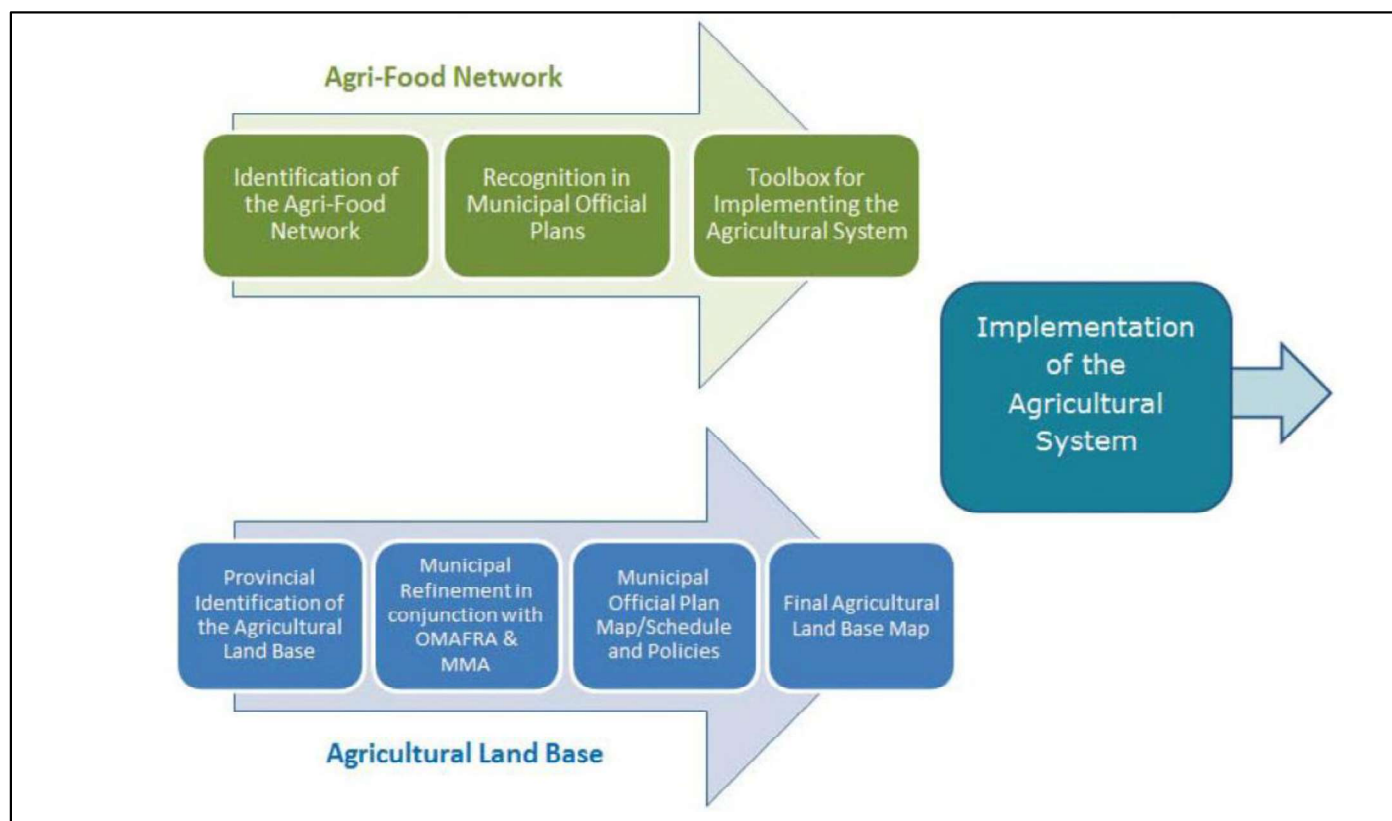
The Agricultural System is defined in the Growth Plan as:

“The system mapped and issued by the Province in accordance with this Plan, comprised of a group of inter-connected elements that collectively create a viable, thriving agricultural sector. It has two components:

1. An agricultural land base comprised of *prime agricultural areas*, including *specialty crop areas*, and *rural lands* that together create a continuous productive land base for agriculture;
2. An *agri-food network* which includes *infrastructure*, services, and assets important to the viability of the agri-food sector.”

The Province has identified a process to implement the system as shown in Figure 1 below:

Figure 1: Steps to Implement an Agricultural System in the Greater Golden Horseshoe
(source: OMAFRA Draft Implementation Procedures document, 2017)



The posting on the Environmental Bill of Rights relates to the “Provincial Identification of the Agricultural Land Base” step in the bottom left of the above figure. The Province invited comments on three products that have been released in Draft form:

- Agricultural System Web Portal;
- Agricultural Land Base Map; and
- Implementation Procedures Document

2.1 Agricultural System Web Portal

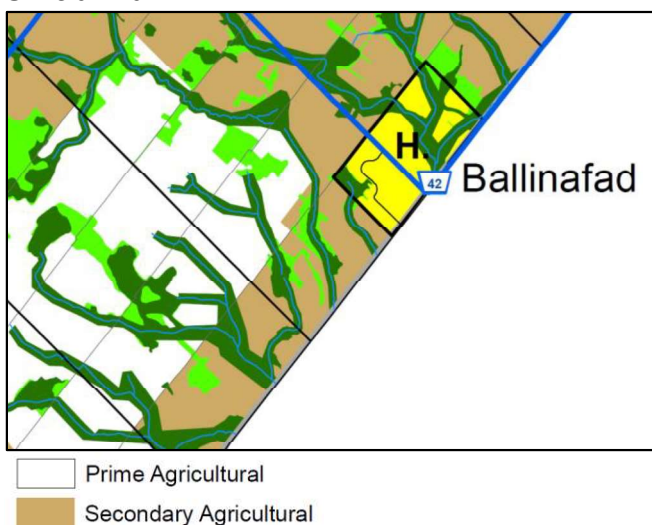
The Agricultural System Web Portal is intended to be a place where the public, planners, economic developers and decision-makers can find relevant information about agricultural resources and the agri-food network across the Greater Golden Horseshoe region.

Comments:

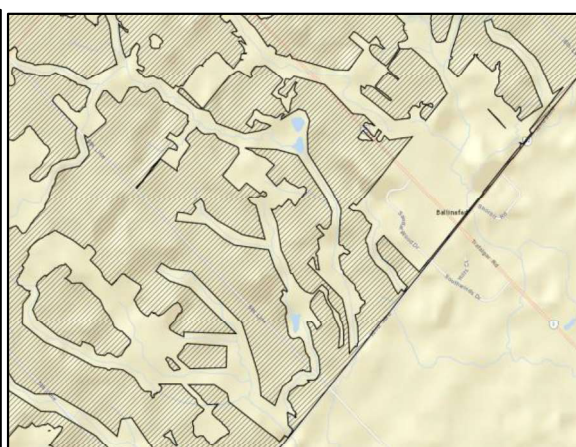
1. We support the initiative to have a region-wide source of information about agricultural resources and the agri-food sector;
2. We have significant concerns about errors on the map layer titled “Areas currently designated Agricultural”, which is intended to show the Prime Agricultural Area designation in the County Official Plan, because it incorrectly includes:
 - a. All of the lands designated “Secondary Agricultural Area” in Minto and Erin;

Figure 2: Example of Secondary Agricultural Area shown as Prime Agricultural Area
(hatching on web portal map on right intended to show Official Plan Prime Agricultural Areas)

Official Plan



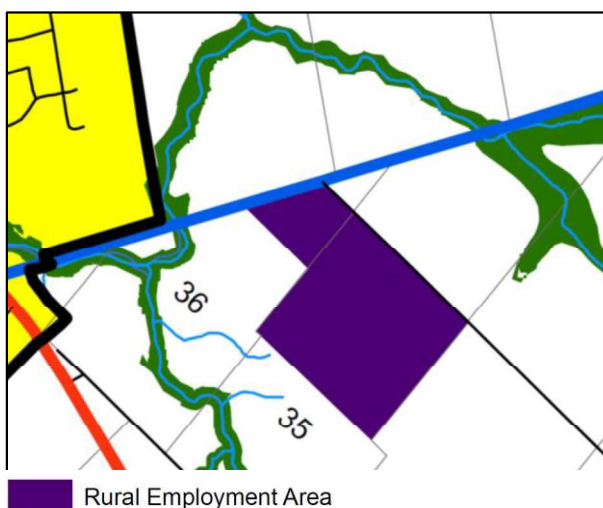
OMAFRA Web Portal



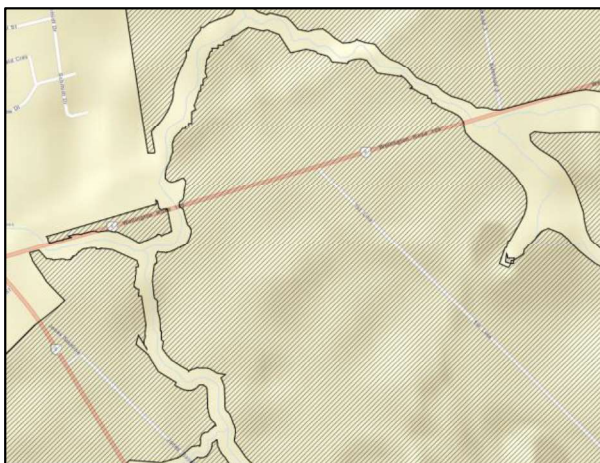
- b. All of the lands designated “Rural Employment Area” in the County;

Figure 3: Example of Rural Employment Area shown as Prime Agricultural Area
(hatching on web portal map on right intended to show Official Plan Prime Agricultural Areas)

Official Plan



OMAFRA Web Portal

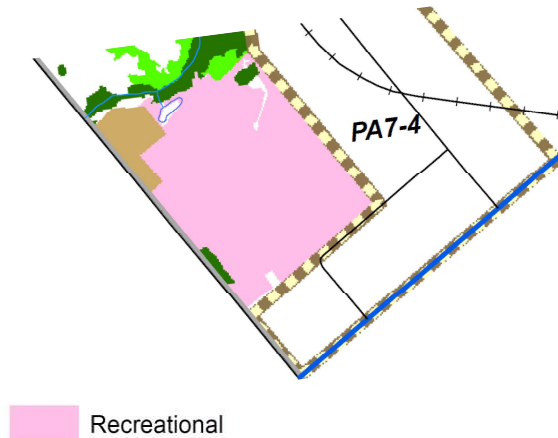


- c. Most of the lands designated “Recreational” including most of the existing golf courses;

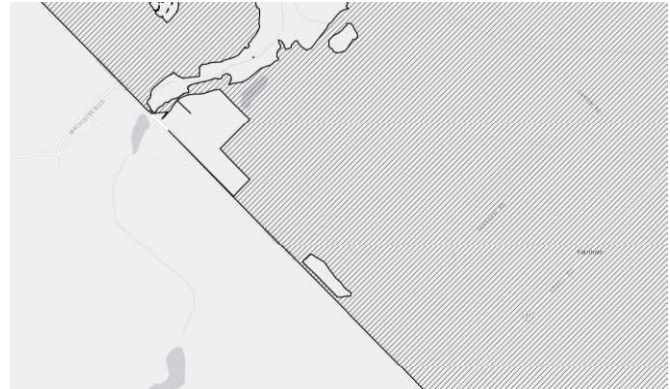
Figure 4: Example of Recreational Area shown as Prime Agricultural Area

(hatching on web portal map on right intended to show Official Plan Prime Agricultural Areas)

Official Plan



OMAFRA Web Portal



We request that this layer in the web portal be revised to correctly show the extent of lands designated ‘Prime Agricultural Area’ in the County Official Plan.

- 3. In terms of the layers that show agri-food businesses, we note that there are a number of gaps in the information for Wellington County. Grain elevators, a brewery and a winery are examples of businesses in Wellington County that are not shown. We would be willing to provide the Province with the agri-food business data that the County maintains so that the Province can add it to the web portal.

2.2 Agricultural Land Base Map

The Agricultural Land Base Map is intended to establish a consistent, region-wide ‘Prime Agricultural Area’ designation. The methods used to create the map involved analysis and interpretation of Official Plan designations, soil capability for agriculture mapping, farm production data and land fragmentation. In Wellington County, the map shows ‘Prime Agricultural Areas’ and ‘Candidate Areas for the Agricultural Land Base’.

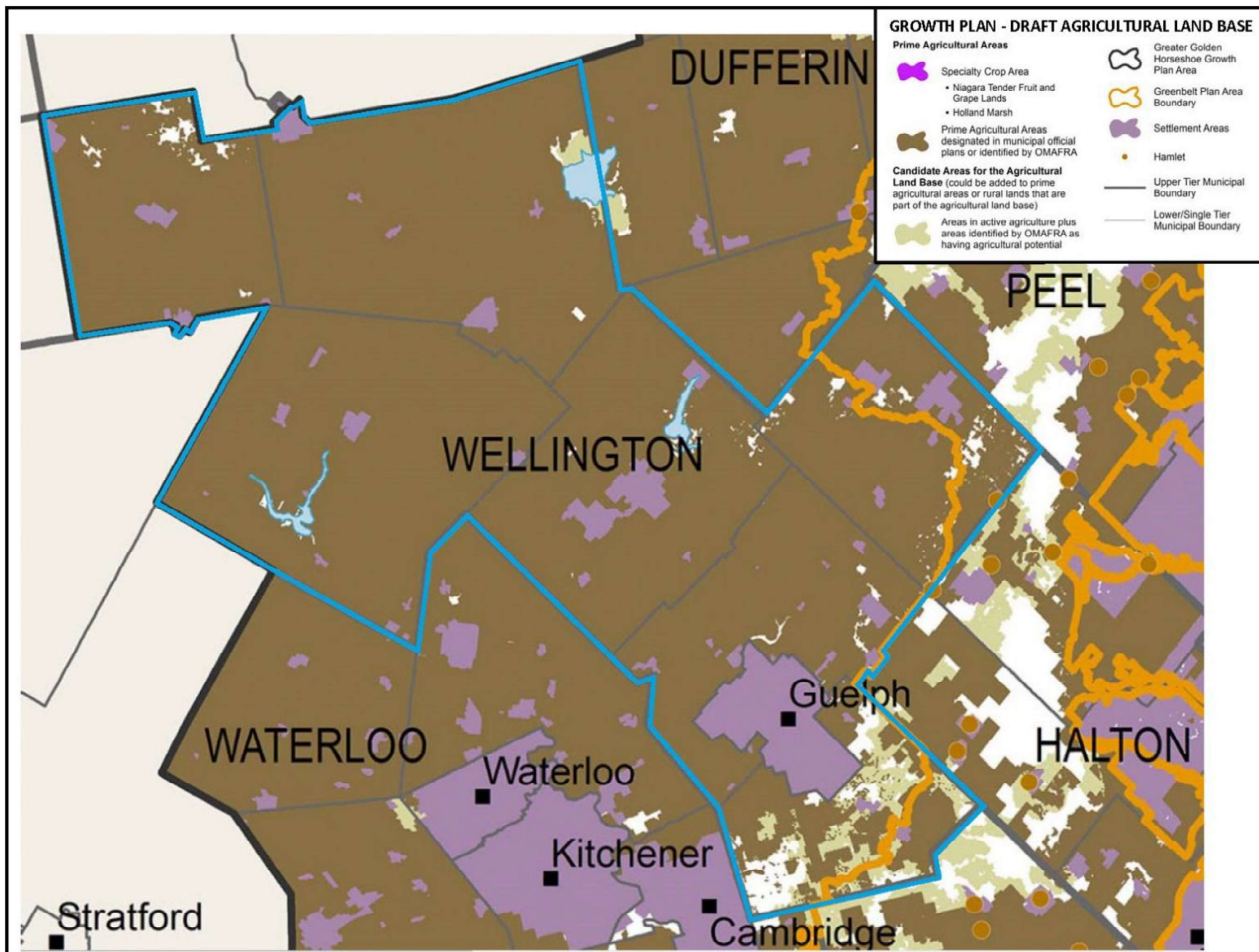


Figure 5: Excerpt of Draft Agricultural Land Base Map to enlarge Wellington County and surrounding area



Prime Agricultural Areas (dark brown on Figure 5)

On lands where the Province's Prime Agricultural Area differs from the County Official Plan, the Official Plan will have to be amended through a municipal comprehensive review. Once this process is complete across the region, the Province's objective is for Prime Agricultural Areas to match where they cross the boundaries between the County and its upper-tier municipal neighbours.

Candidate Areas (beige on Figure 5)

Candidate Areas are areas that the Province has identified as areas in active agriculture or having agricultural potential. According to the Draft Implementation Procedures, "municipalities may wish to undertake further analysis and consult on candidate lands during municipal comprehensive review prior to classifying these lands. OMAFRA will provide advice and data to aid in municipal decision-making and municipalities will document the rationale for including or not including these areas within the agricultural land base." As a result, some flexibility in dealing with the Candidate Areas is expected.

Our comments on the Draft Agricultural Land Base Map are set out below. We note that our ability to review the Draft Land Base Map was limited by the fact that the Province refused to share the Geographic Information System (GIS) data. As such, our review relied on the web portal discussed above and visual comparisons of map images:

Comments:

1. We do not support the Province's refusal to share GIS data in this EBR commenting process.
2. The Draft Land Use Map would:
 - a. Redesignate all lands designated in the County Official Plan from 'Secondary Agricultural Area' to 'Prime Agricultural Area' in Minto and Erin.
 - b. Redesignate all lands designated in the County Official Plan from 'Rural Employment Area' to 'Prime Agricultural Area';
 - c. Redesignate most of the lands designated in the County Official Plan from 'Recreational' to 'Prime Agricultural Area';
 - d. Redesignate some of the lands designated in the County Official Plan from 'Secondary Agricultural Area' to 'Prime Agricultural Area' in Puslinch; and
 - e. Require us to consider redesignating the provincially identified Candidate Areas in Puslinch from 'Secondary Agricultural Area' to 'Prime Agricultural Area'.

We recently met with Ministry staff about some of the above points. In terms of items a. through c., it appears that these may have resulted from the same errors that we noted in the previous section about the web portal. We have just begun a process of exchanging information with the Province to address the errors. As a result, we are not in a position to complete our comments on the Agricultural Land Base Map at this time and request an extension to the commenting deadline until the County has had an opportunity to review and comment on a revised product.

3. In terms of the mapping method, we support the approach whereby lands that are designated in the County Official Plan as: 'Prime Agricultural Area'; 'Urban Centre'; 'Hamlet'; and 'Country Residential' were not redesignated on the Draft Agricultural Land Base Map.

2.3 Implementation Procedures

According to the Draft 'Implementation Procedures for the Agricultural System in Ontario's Greater Golden Horseshoe', the document is intended to "help municipalities, decision-makers, farmers and others interpret and implement the Agricultural System references and policies in the land use plans for the Greater Golden Horseshoe...".

Comments:

1. We support the economic development approaches outlined in the document and note that a number of these are in place or are under development at the County and/or member municipalities and we would be happy to share examples with the Ministry;
2. Section 3.1.1.1 is about municipal refinement of Prime Agricultural Areas that would occur through the municipal comprehensive review. This section states that minor refinements may be considered for certain situations including:

"Recognition of **large** areas of existing, permitted non-agricultural land uses that could not be rehabilitated to agriculture (e.g. developed industrial park, aggregate extraction below the water table)."

The section goes on to state that municipal refinements should not be considered for a number of situations including:

"Exclusion of **small** pockets of land in non-agricultural uses (e.g. severed lots, small commercial or industrial uses)".

We have concerns with the approach to existing designated areas of non-agricultural land uses. Based on our reading, it appears that small areas of non-agricultural land use designation (such as Rural Employment Area, Recreation Area, Lifestyle Communities, or other Site-Specific Areas) will be automatically changed to a Prime Agricultural Areas designation through this process and there would be no ability for the County to retain the current designation. If such areas are still included in the agricultural land base at the time of the municipal comprehensive review, then municipalities should have the option to remove them from the agricultural land base, regardless of their size or built up status.

3.0 Comment Summary:

We have just begun a process of exchanging information with the Province to address errors in the interpretation of the County Official Plan mapping that was used to establish the draft Agricultural Land Base Map. Accordingly, we are not in a position to complete our comments on the Agricultural Land Base Map at this time. Wellington County requests an extension to the commenting deadline until we have had an opportunity to review and comment on a revised product.

Our other comments on the Agricultural System are summarized below:

| Comments on the Web Portal | Comments on the Agricultural Land Base | Comments on the Implementation Procedures |
|--|--|---|
| <ol style="list-style-type: none"> 1. We support the initiative to have a region-wide source of information about agricultural resources and the agri-food sector; 2. We have significant concerns about errors on the map layer titled "Areas currently designated Agricultural", which is intended to show the Prime Agricultural Area designation in the County Official Plan. 3. In terms of the layers that show agri-food businesses, we note that there are a number of gaps in the information for Wellington County. We would be willing to provide the Province with the agri-food business data that the County maintains so that the Province can add it to the web portal. | <ol style="list-style-type: none"> 1. We do not support the Province's refusal to share the GIS data under this EBR commenting process. 2. In terms of the mapping method, we support the approach whereby lands that are designated in the County Official Plan as: 'Prime Agricultural Area'; 'Urban Centre'; 'Hamlet'; or 'Country Residential' were not changed on the Draft Agricultural Land Base Map. | <ol style="list-style-type: none"> 1. We support the economic development approaches outlined in the document and note that a number of these are in place or are under development at the County and/or member municipalities and we would be happy to share examples with the Ministry. 2. We have concerns with the approach to existing designated areas of non-agricultural land uses. Based on our reading, it appears that small areas of non-agricultural land use designation (such as Rural Employment Area, Recreation Area, Lifestyle Communities, or other Site-Specific Areas) will be automatically changed to a Prime Agricultural Areas designation through this process and there would be no ability for the County to retain the current designation. If such areas are still included in the agricultural land base at the time of the municipal comprehensive review, then municipalities should have the option to remove them from the agricultural land base, regardless of their size or built up status. |

4.0 Recommendation:

That the report “Provincial Growth Plan – Comments on Draft Agricultural System” be forwarded to the Ministry of Agriculture and Food and Rural Affairs and the Ministry of Municipal Affairs and be circulated to member municipalities in Wellington County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Paoli".

Mark Paoli
Manager of Policy Planning

ATTACHMENT 'A'

ENVIRONMENTAL BILL OF RIGHTS POSTING



Environmental Registry
Registre environnemental

[About the Registry](#) [Search](#) [How do I...?](#) [MyEBR](#)

Policy Proposal Notice:

Title:

Release of draft Agricultural System mapping and Implementation Procedures for consultation

Keyword(s): [Agriculture](#) | [Land](#) | [Land use planning](#) | [Conservation](#)

Comment Period: 90 days: submissions may be made between July 06, 2017 and October 04, 2017.

Description of Policy:

On May 18, 2017, the province released updates to its four land use plans: the Growth Plan for the Greater Golden Horseshoe (GGH), the Greenbelt Plan, the Oak Ridges Moraine Conservation Plan and the Niagara Escarpment Plan. The updated plans contain new Agricultural System references and policies that support the protection of farmland while promoting economic development of the agri-food sector.

The provincial land use plans define the Agricultural System as a group of inter-connected elements that collectively create a viable, thriving agricultural sector. It has two components:

1. An agricultural land base comprised of prime agricultural areas, including specialty crop areas, and rural lands that together create a continuous productive land base for agriculture; and
2. An agri-food network which includes infrastructure, services and assets important to the viability of the agri-food sector.

Purpose of Policy:

Agriculture and food are central to Ontarians' quality of life and economic prosperity. During the coordinated review of the provincial land use plans, recurring feedback was received about the need to support a vibrant agri-food sector while consistently protecting farmland across the GGH. The advisory panel on the Coordinated Land Use Planning Review, chaired by David Crombie, recommended that the province work with municipalities, the agriculture sector and other stakeholders to provide policy direction and guidance on an Agricultural System across the GGH.

OMAFRA has prepared three products that address the public's and the advisory panel's recommendations. They also support the implementation of the Agricultural System policies in the updated provincial land use plans.

1. Draft Implementation Procedures that will guide municipalities and others on how to implement Agricultural System policies in their communities;
2. A web-based, draft Agricultural System Portal containing extensive mapping that can be used to identify existing agri-food assets and clusters, for economic development purposes. The maps will also inform Agricultural Impact Assessments (i.e. assessment of potential adverse impacts from non-agricultural uses to the Agricultural System and how impacts can be avoided).



Ontario

[Government of Ontario](#)

[FAQs](#)

[Links](#)

[Site Map](#)

[Contact Us](#)

[Français](#)

[Home](#)

EBR Registry Number: 013-0968

Ministry:

Ministry of Agriculture, Food and Rural Affairs

Date Proposal loaded to the Registry:

July 06, 2017

Contact:

All comments on this proposal must be directed to:

Helma Gerts
Policy Advisor
Ministry of Agriculture, Food and Rural Affairs
Policy Division
Food Safety and Environmental Policy Branch
1 Stone Road West
Floor 2
Guelph Ontario
N1G 4Y2
Phone: (519) 826-6377

To submit a comment online, click the submit button below:

[Submit Comment](#) (opens in new window)

Additional Information:

The documents linked below are provided for the purposes of enhancing public consultation.

All links will open in a new window

3. Draft provincial mapping of the agricultural land base, created using consistent criteria. The agricultural land base mapping may be refined by municipalities in accordance with the Agricultural System Implementation Procedures.

1. [Draft Agricultural System Land Base Map](#)
2. [Draft Agricultural System Portal](#)

Comments are welcome on all three products.

Public Consultation:

This proposal has been posted for a 90 day public review and comment period starting July 06, 2017. If you have any questions, or would like to submit your comments, please do so by October 04, 2017 to the individual listed under "Contact". Additionally, you may submit your comments on-line.

All comments received prior to October 04, 2017 will be considered as part of the decision-making process by the Ministry if they are submitted in writing or electronically using the form provided in this notice and reference EBR Registry number 013-0968.

Please Note: All comments and submissions received will become part of the public record. Comments received as part of the public participation process for this proposal will be considered by the decision maker for this proposal.

Your personal information may be used in the decision making process on this proposal and it may be used to contact you if clarification of your comment is required. It may be shared (along with your comment) with other Ontario Ministries for use in the decision making process. Questions about this collection should be directed to the contact mentioned on the Proposal Notice page.

Other Public Consultation Opportunities:

Pre-consultation activities helped to shape OMAFRA's draft Agricultural System mapping and Implementation Procedures. This included interviews with experts, a survey of Land Evaluation and Area Review practitioners, on-going input from a multi-stakeholder "sounding-board" group, regional multi-stakeholder technical meetings, and discussions with stakeholder organizations.

Additional consultation with stakeholders will occur during the Environmental Registry posting period. For details and updates, please visit [OMAFRA's website](#).

Add Notice into My Watch List

The materials on this web site are protected by Crown copyright. You may copy and re-distribute any of the Environmental Bill of Rights information on this web site provided that the contents remain unchanged and the source of the contents is clearly referenced. You are not permitted to alter or add to the contents.

[ONTARIO HOME](#) | [CONTACTS](#) | [HELP](#) | [SITE MAP](#) | [FRANCAIS](#)



This site is maintained by the Government of Ontario, Canada.

[PRIVACY](#) | [IMPORTANT NOTICES](#)

Copyright information: © Queen's Printer for Ontario. 1994-2017

Paul Dubé talks school busing with Steve Paikin on *The Agenda*, hosts the Netherlands Ombudsman on a visit, and more.

[View this email in your browser](#)



Twitter



Facebook



LinkedIn

"I LOOK FOR WIN-WIN-WIN SITUATIONS": OMBUDSMAN ON *THE AGENDA*



[Watch the interview here](#)

Ombudsman Paul Dubé was a guest of Steve Paikin's on TVO's [The Agenda](#) on September 6, 2017. He discussed [The Route of the Problem](#), his August report about school busing problems in the Toronto District and the Toronto Catholic District school boards at the start of the 2016-2017 school year.

The boards have taken the report's 42 recommendations seriously, Mr. Dubé said, and have worked to implement them so as not to repeat the same mistakes. "There are no heads in the sand this year," he said, adding that he is encouraged by the changes already

in place, including improved tracking of school buses and better communication with parents.

The Ombudsman also spoke about the importance of collaborating with public sector bodies to address complaints. "[My job] is about finding solutions," he said. "I look for win-win-win situations whenever possible."

OMBUDSMAN IN THE NEWS

- [Stop Ontario jails from putting sick inmates in solitary, rights commission demands](#) - Ottawa Citizen
- [Municipalities working towards hiring local watchdog](#) - The Review

NEW YEAR, NEW OPEN MEETING RULES

On January 1, 2018, changes to the municipal meeting rules - part of the former Bill 68, the *Modernizing Ontario's Municipal Legislation Act, 2017* - will come into effect. These include a clearer definition of "meeting," and several new exceptions to permit councils to meet in camera (for example, to discuss confidential information supplied by another government body, a "trade secret," or certain types of financial information).

Other changes, requiring municipalities to have codes of conduct and provide access to an integrity commissioner, will not come into effect until March 1, 2019. These are changes that have long been recommended by the Ombudsman. For more details, visit www.ontario.ca/laws/proclamations and search "*Modernizing Ontario's Municipal Legislation Act, 2017*." You can also read about the Ombudsman's investigations of closed meetings [here](#).

Questions about when to close a meeting, or how to create a local complaint process? Find our tip cards at our booths or on our website.



OMBUDSMAN'S OFFICE, IPC HIT IT OFF

Ombudsman staff took on their counterparts from the Information and Privacy Commissioner in a friendly softball game on September 14. Team Ombudsman was narrowly defeated, 17-16, but looks forward to a rematch.

RUN FOR THE CURE

Speaking of home runs, our staff team, the [Ombudsman Watchdogs](#), is participating in the Run for the Cure for the 10th consecutive year on October 1, honouring colleagues and loved ones who have dealt with breast cancer. See you there!



SEE YOU IN OCTOBER!

Keep an eye out for Ombudsman staff and resources at outreach events next month in Mississauga at the [Older Adult Centres' Association of Ontario](#) fair, in Toronto at the [Developmental Services Ontario](#)



[Toronto Region](#) information fair and in Unionville/Markham at the [Parents Engaged in Education](#) school council workshop.

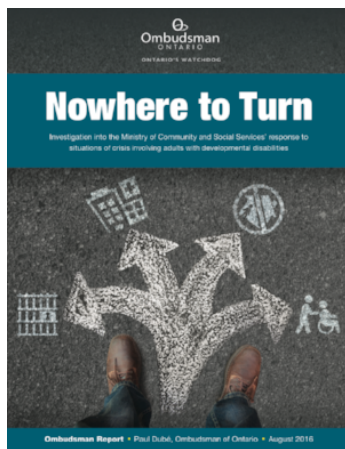


OMBUDSMAN OUTREACH

This month, Ombudsman Paul Dubé shared his expertise as a panellist at the Forum of Canadian Ombudsman/Osgoode Hall Essentials for Ombuds professional development course (pictured here with co-panellists Guy Parent, Veterans Ombudsman; Mary McFadyen, Saskatchewan Ombudsman; and Johanne Savard, Montreal Ombudsman). He also met with Netherlands Ombudsman Reinier van Zutphen to share common challenges and best practices, and attended the annual conference of the [National Association of Civilian Oversight of Law Enforcement](#) in Spokane, Wash. Ombudsman staff were at several municipal events, including the [Ontario East Municipalities Conference](#) in Kingston, and the [Association of Francophone Municipalities of Ontario](#) conference in The Nation.

INVESTIGATION UPDATE: NOWHERE TO TURN

The Ministry of Community and Social Services continues to report to the Ombudsman every six months on its progress in implementing his 60 recommendations to improve services for adults with developmental



disabilities, released a year ago in his August 2016 report, [Nowhere to Turn](#). The Ministry's latest "[Spotlight on Transformation](#)" newsletter notes some of its recent efforts. Meanwhile, Ombudsman staff handle new complaints in this area every week – since the report was issued, we have received more than 200 new cases, and have helped many people in crisis find suitable placements.



CAREERS WITH THE OMBUDSMAN

Are you interested in social justice issues and questions of procedural fairness in the public sector? We're hiring! [Click here to learn more.](#)

CASE SUMMARY

An Ontario Disability Support Program recipient, who was also caring for a sick relative, came to us for help after his shelter payments had been suspended without explanation. We contacted the ODSP office and found out the man's caseworker was on leave of absence, and other staff were checking her voicemail messages but not her email. We asked ODSP to get in touch with the man and, after he submitted some updated documents, his shelter payments were reinstated. Read more successful case resolutions [here](#).

BROADER PUBLIC SECTOR CASES

This month marks two years since the Ombudsman's mandate was expanded to include school boards. Since September 1, 2015, we've received 1,777 complaints and inquiries about school boards.

Our mandate was also expanded to municipalities and universities on January 1, 2016. Since that date, we've received 5,258 cases about municipalities and 368 about universities.

Like most of the 21,000-plus cases we receive each year, all but a few of these have been resolved without need for formal investigation.

[Learn more here](#)

File a complaint or contact us here

The Ombudsman is an independent officer of the Ontario legislature who conducts oversight of provincial government agencies and municipalities, universities and school boards. Ombudsman Paul Dubé began his five-year term on April 1, 2016.

Copyright © 2017 Ontario Ombudsman, All rights reserved.

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe from this list](#)



OCTOBER 2017

CLIFFORD RECREATION ASSOCIATION (CRA) NEWSLETTER

UPCOMING EVENTS...

OCT 13 & 20, : FREE SKATING, 1:30-3:30 pm

OCT 14: FREE ARENA SEASON KICKOFF, Arena, 6-8 pm

OCT 15: FREE PUBLIC SKATING (sponsor Clifford Rotary Club), 2:00-3:30 pm

OCT 15: GRASSROOTS HOCKEY, 3:30-4:30 pm

OCT. 17: CRA NOVEMBER NEWSLETTER DEADLINE

OCT 22: GRASSROOTS HOCKEY, 3:30-4:30 pm

OCT 27: FREE SHINNY HOCKEY, 10:00-12:00 pm
FREE PUBLIC SKATING, 12:30-2:00 pm

OCT 29: PUBLIC SKATING, Arena, 2:00-3:30 pm

OCT 29: GRASSROOTS HOCKEY, 3:30-4:30 pm

Visit town.minto.on.ca website and click on the Clifford Arena & Community Hall for up to date online booking and scheduling.

Clifford Arena still has available
some Saturday ice times

For private ice rentals — birthday parties, family skates, etc.
Please contact the Clifford Arena for details

(519) 327-8100

OR, check out what's happening, or ice
availability at the Clifford Arena online...

[http://town.minto.on.ca/departments/
recreation/facilities-parks/
clifford/clifford-arena](http://town.minto.on.ca/departments/recreation/facilities-parks/clifford/clifford-arena)



**NOVEMBER 2017 CRA Newsletter Deadline
is Tuesday, OCT. 17, randy@ruetz.ca**

**Please include complete information: event
name, date, time and contact information.**

Welcome back!

We are celebrating the beginning of the 2017-18 season with an...

Arena Season Kickoff

October 14, 6 - 8 pm

**All welcome! Enjoy a free skate and
some treats as our guests!**

Free hot dogs and homemade burgers!

We all continue to work to keep our local
arena up and running, but we could not do it without
the ongoing support of our terrific little community!

**Brought to you by the Clifford
Recreation Association (CRA)**

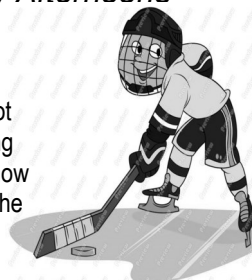
GRASSROOTS HOCKEY PROGRAM

Clifford Arena

October 15th to March 4th

♦ 18 weeks ♦ Sunday Afternoons ♦

This grassroots hockey program is
geared toward children **between
5 and 14 years of age** who have not
played hockey but have basic skating
skills. All of the basics from learning how
to skate and how to pass and shoot the
puck will be covered.



**All players are required to
wear full equipment.**
Interested in helping coach?
Please contact us.

PRICE:

\$100

To register or for more info: (519) 338-2511 or
matt@town.minto.on.ca

COUNTRY GOSPEL CONCERT FEATURING, FROM BRUSSELS, **THE HILLER FAMILY**

Parents with their 9 children will be performing at

Knox United Church, Clifford

October 20th at 7:30 pm

Free will offering.

Show is preceded by a **HAM SUPPER** from 5-7 pm, dessert and beverage included for \$15.00, 12 and under \$8.00, 5 and under are Free. For advance dinner tickets, call (519) 327 8362 or pick up at Leonard's Place. Deadline for dinner tickets, Oct. 15, limited number available.



St. John's Lutheran Church Annual

TURKEY SUPPER

Tues. October 3rd

4:30 to 7:00 p.m.

Clifford Community Hall

Adults: \$15; Children 5-12: \$5; Under 5: free

For tickets call... Karen MacEwen 327-8672;

Dennise Niesen 367-2120;

Heather Schaus 338-2445;

Ethel Weber 327-8135;

*Wheelchair accessible, take-out available,
co-sponsored by FaithLife Chapter 74030*



*MYAC will be meeting
Wed., Oct. 4 and
Wed., Oct. 18
5:00 to 6:30 pm
At LaunchIt Minto*

The Minto Youth Action Council has installed three "YOUTH Should Know" youth community event boards in all three Minto arenas. The Clifford board is located by the main doors in the arena. A great way to keep youth connected and aware about what is taking place in Clifford/Minto!

Come join us!

EUCHRE or SOLO

*\$3.00/evening * Lunch Provided*



7:30 p.m. Clifford Community Hall (small room)

♦ Oct. 16 & 30

♦ Dec. 11

♦ Nov. 13 & 27

Starting September 18 — then every two weeks until May.

Join us at the...



CLIFFORD LIBRARY!

EVENING BOOK CLUB (adult) Oct. 12, 6:45-8 pm

BEDTIME STORIES (all ages) Wed. Oct. 4, 11, 18, 6:30-7:00 pm

TWEEN CLUB (preteen) Wed., Sept. 25, 6:45-7:30 pm

CARNEGIE CAFÉ (adults) Wed., Oct. 11, 2:00-3:30 pm

3D PRINTER COURSE Tues., Oct. 3, 2:00-3:00 pm

SCARECROW MAKE'N'TAKE (all ages) Oct. 3-7 during Branch hours

PA DAY HALLOWEEN PARTY (Gr. K-6) Fri., Oct 27, 2:00-3:00 pm

For more information about Wellington County Library programmes, please call the Clifford Branch (519) 327-8328 or visit www.wellington.ca/library

Fall Frolic

Enjoy fun Fall activities, scrumptious treats and deals at participating **Butter Tarts & Buggies** businesses.

Explore the simpler life in Mapleton, Minto, Southgate and Wellington North

**OCTOBER
13, 14, 15,
2017**



www.ButterTartsAndBuggies.com

Clifford MEALS on WHEELS



are available weekly, Mondays, Wednesdays and Fridays to Clifford seniors who want/need meals. Contact **Ross Derbecker** for details **519 327 8967**

Welcome back!

We are celebrating the beginning of
the 2017-18 season with an...

Arena Season Kickoff

October 14, 6 - 8 pm

**Enjoy a free skate and
some treats as our guests!**

Free hot dogs and homemade burgers!

We all continue to work to keep our local
arena up and running, but we could not do it
without the ongoing support of our terrific
little community!

Brought to you by the Clifford Recreation Association (CRA)

Waterloo Wellington **LHIN**

LHIN NEWS

For Health Professionals



The Waterloo Wellington LHIN's news for health professionals provides the latest updates from across the local health system as we work together to deliver high-quality, integrated, and patient-centred care for local residents.

Waterloo Wellington **LHIN**



STATE OF THE HEALTH SYSTEM ADDRESS

Our inaugural State of the Health System Address was a success thanks to you!

Last Friday, we held our first State of the Health System Address. Thank you to those who attended our Kitchener and Mount Forest events. Together, we celebrated the progress WE have made in improving our local health system.

Be sure to mark your calendars for September 28th, 2018, when we will host our second State of the Health System Address!



Left to right: Dr. David Schieck, Guelph-Puslinch Lead, Dr. Anil Maheshwari, Cambridge-North Dumfries Lead, Dr. Kunuk Rhee, Vice President Clinical, Dr. Peter McPhedran, Wellington Lead, and Dr. Joe Lee, KW4 Lead

Introducing Our New Clinical Leadership Team!

The Waterloo Wellington Health System is what it is today because of the dedicated and highly skilled staff, clinicians and volunteers overseeing and delivering care to our almost 800,000 residents.

We have been able to address some significant challenges by listening closely to patients, caregivers, staff and clinicians, and working with you to remove barriers, implement solutions, and shift resources to areas of highest need. As we move to make the health system easier for all, and to make progress on a larger scale, we are formalizing additional clinical leadership at the LHIN.

The new Waterloo Wellington LHIN clinical leadership team includes: VP Clinical – Dr. Kunuk Rhee, Wellington Lead – Dr. Peter McPhedran, Guelph-Puslinch Lead – Dr. David Schieck, Cambridge-North Dumfries Lead – Dr. Anil Maheshwari, and KW4 Lead – Dr. Joe Lee.

[Read more here.](#)



Rapid Access Addiction Clinic Opens In Guelph

A new rapid access addiction clinic (RAAC)



New, State-of-the-Art Hospital Coming to Wellington County!

Patients and families in Wellington County will

opened Friday in Guelph to improve access to care for patients and residents.

The new RAAC offers community-based Addiction Medicine Services and Addiction Counselling to Guelph residents who are struggling with substance dependency and addiction.

Patients will now be able to access care faster, as opposed to waiting longer periods of time under more traditional models of care.

[Read more here.](#)

soon have better access to health care with the construction of a new, modern hospital in Aboyne, just outside of Fergus, Ontario.

Liz Sandals, MPP for Guelph, on behalf of Dr. Eric Hoskins, Minister of Health and Long-Term Care, was at Groves Memorial Community Hospital to mark the start of construction on the new hospital.

[Read more here.](#)



Change Day 2017 – Learn How You Can Make Small Changes to Improve the Patient Experience

Change Day is a grassroots movement that is being adopted around the world to improve quality of care and health systems.

Change Day Ontario has been designed to empower people within the health system to make positive changes through making pledges and taking actions, big or small, to improve compassionate quality care.

[Read more here.](#)



Now Available: A Single Point of Access for Health Care Wait Times in Ontario

Ontario has launched a new online tool to help people find wait time information for surgeries and procedures at hospitals across the province, and is providing more digital tools to help improve the patient experience.

Digital solutions will increase access to care, shorten wait times, and enable people to make informed choices about their health, helping to deliver truly patient-centred health care in Ontario.

[Read more here.](#)

WWLHIN
Partner News



Take a Moment and Thank a Community Health Champion

Together, our health system has made remarkable progress to advance the health of our community. This wouldn't have been possible without the incredible health professionals in our community working on the front-lines. Whether you receive care at your family doctor's office, in hospital, in long-term care, through mental health and addictions services, or at home and in the community – your care team works hard to provide exceptional care, each and every day.

Our goal is to celebrate these **health champions** to let them know how much we appreciate them – that's why we created the **Thank a Community Health Champion** campaign!

Thank a Community Health Champion is an opportunity to thank a person or organization who has had a positive impact on your care, or the care of a loved one.

[Read more here.](#)

Sanctuary Refugee Health Centre: [Dr. Michael Stephenson receives CPSO Council Award](#)

Connecting South West Ontario (cSWO): [Share your thoughts on digital health and the electronic health record - take cSWO's online survey](#)

HopeSpring Cancer Support Centre: [NEW LOCATION in Partnership with The Inn of Waterloo](#)

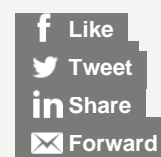
Community Support Connections: [Launches their fall caregiver support group](#)

HQO Report: [Palliative Care at the End of Life: New Report](#)

HQO: [Health Quality Connect - August Issue](#)



Waterloo Wellington LHIN
50 Sportsworld Crossing Road, Suite 220
Kitchener, ON N2P 0A4



[Preferences](#) | [Unsubscribe](#)

TOWN OF ERIN

5684 Trafalgar Road
Hillsburgh, Ontario N0B 1Z0
www.erin.ca



RECEIVED OCT 04 2017
Clerk's Department

Tel: (519) 855-4407, Ext.233
Fax: (519) 855-4281
E-mail: dina.lundy@erin.ca

September 28, 2017

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

Dear Mayor Bridge:

We wish to advise you that at our Regular Council Meeting held on September 19, 2017, our Council passed the following resolution requesting your support;

Resolution #17-310

Moved By Councillor Duncan

Seconded By Councillor Smith

Whereas the Wellington-Dufferin-Guelph Public Health unit (WDGPH) currently can only on a complaint basis carry out infection control inspections and are **not** authorized to routinely inspect places where regulated dental practices operate to investigate incidents of infection control (hepatitis B, hepatitis C and HIV)

Be it resolved that Council herby supports in principle WDGPH and the Province of Ontario in their implementation of a proactive inspection policy for dental practices similar to the food premises (restaurant) inspection program or at a minimum enact a proactive "random" dental practices inspection policy/protocol.

In addition be it resolved that Council direct this Resolution be forwarded to the City of Guelph, County of Wellington, County of Dufferin and the local tier municipalities within those two Counties for support. The Resolutions of support to be forwarded to:

Nicola Mercer
Medical Officer of Health & CEO - Wellington-Dufferin-Guelph Public Health

Manager of Aids and Hepatitis C
Ontario Ministry of Health and Long Term Care

Ted Arnott MPP - Wellington-Halton Hills

Liz Sandals MPP - Guelph

Sylvia Jones MPP - Dufferin-Caledon

Carried

The Town of Erin Council thanks you for your consideration of this matter.

Sincerely,


Dina Lundy Dipl.M.A, CMO
Clerk

**THE CORPORATION OF THE
TOWNSHIP OF MONTAGUE**



6547 ROGER STEVENS DRIVE
P.O. BOX 755
SMITHS FALLS, ON K7A 4W6
TEL: (613) 283-7478
FAX: (613) 283-3112
www.township.montague.on.ca

October 2nd, 2017

**Honourable Kathleen Wynne, Premier of Ontario
Legislative Building - Room 281
Queen's Park
Toronto Ontario, M7A 1A1
Via Email**

Dear Premier Wynne,

Please be advised the Council of the Township of Montague passed the following resolution at its meeting of Committee of the Whole of September 19th, 2017:

**MOVED BY: K. Van Der Meer
SECONDED BY: I. Streight**

**RESOLUTION NO: 104-2017
DATE: September 19, 2017**

WHEREAS The Township of Montague maintains a motivated and well-functioning volunteer fire department;

AND WHEREAS changes proposed to on-call provisions in the Employment Standards Act by Bill 148 will result in exorbitant tax increases to maintain fire prevention services in a rural municipality;

AND WHEREAS many Ontario municipalities will be unable to maintain fire services if this change is enacted;

AND WHEREAS the Association of Municipalities of Ontario has submitted a position paper to the Ontario government specifically requesting the exemption of all municipal volunteer firefighters;

NOW THEREFORE The Township of Montague requests that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148;

AND That the Township of Montague request that the government of Ontario conduct a full economic impact study of Bill 148 to study the effect of the Bill on businesses and municipalities across Ontario;

AND That this resolution be circulated to Premier Kathleen Wynne, Minister of Labour Kevin Daniel Flynn, the Association of Municipalities of Ontario and all Ontario municipalities.

CARRIED

**THE CORPORATION OF THE
TOWNSHIP OF MONTAGUE**



6547 ROGER STEVENS DRIVE
P.O. BOX 755
SMITHS FALLS, ON K7A 4W6
TEL: (613) 283-7478
FAX: (613) 283-3112
www.township.montague.on.ca

Please contact me if you have any additional questions.

Thank you,

**Jasmin Ralph
Clerk**

**Cc: Minister of Labour Kevin Daniel Flynn;
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities**

Board of Directors Meeting #8/17

July 19, 2017

DIRECTORS PRESENT:

Jim Campbell, David Turton, Deb Shewfelt, Art Versteeg, Alison Lobb, Wilf Gamble, Roger Watt, Matt Duncan, Paul Gowing, Bob Burtenshaw, David Blaney

STAFF PRESENT:

Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Administrative/Financial Services Coordinator
Jayne Thompson, Communications Coordinator
Stewart Lockie, Conservation Areas Coordinator
Andrew Fera, Environmental Planning/Regs Assistant

COMMUNITY ATTENDEES:

Shannon Huigenbos, Ben Huigenbos, Bob Illman, Rick Lashbrook, Roxanne Lashbrook, Dennis Dosman, Jan Morris, Fern Wylie, Dale Edgar, Gordon Stephenson, Kathy Stephenson, Kathy Edgar, Wayne Brown, Shawn Jankura, Don Watson

1. Call to Order

Chair Jim Campbell called the meeting to order at 8:15 pm and referred the Board to the agenda for the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Approval of the Minutes

The minutes from the Board of Directors meeting #6/17 held on June 21, 2017 and meeting #7/17 held on June 26, 2017 have been circulated to the Directors for their information and approval. The Directors agreed with the minutes and the following motion was made.



Motion FA #66/17

Moved by: Deb Shewfelt

Seconded by: Alison Lobb

THAT the minutes from the Board of Directors meeting #7/17 held on June 21, 2017 be approved;
AND THAT the minutes from the Board of Directors meeting #8/17 held on June 26, 2017 be approved.

(carried)

4. Business Out of the Minutes

a) Follow Up on Flood Event Delineation: Harriston: Report #42/17

This motion was passed at meeting #7/17 held on June 26, 2017.

THAT staff be authorized to proceed with the retention of a consultant and surveyor to delineate the flood plain and to determine the magnitude of the flood event.

Phil Beard, GM/ST presented Report #42/17 on behalf of Steve Jackson, Flood/Erosion Safety Services Coordinator. The GM/ST advised that the June 23rd flood event did exceed the 1:100 year flood in the North Maitland watershed. A surveyor has been retained to survey the elevation of the flood event in Harriston.

Vice Chair, Dave Turton and Director for the Town of Minto, Wellington North and Mapleton provided the Board with an update on the impact of the flood in Harriston. There have been 111 businesses and homes affected to date, however the municipality anticipates that once final reports are in that the figure will be closer to 150. Damages are estimated to exceed \$11 million dollars. The Town of Minto doesn't know as yet if they will qualify for Disaster Relief Assistance or how many homes and businesses will be covered by insurance.

b) Conservation Areas Follow Up:

Stewart Lockie, Conservation Areas Coordinator presented Reports #43/17 and #44/17 to the Board

i) Bluevale & Brussels Conservation Areas: Report #43/17

The broken gates and stems along with the debris that was washed against the dam by the floodwaters have been removed from the Bluevale dam. New stems and materials to construct new splash boards have been purchased. Staff expects to have the new splash boards installed by early August.

One stop log was removed from the Brussels dam to allow staff to rotate the board that had flipped during the flood. Debris has been removed from the island and walkway and the trail across the bridge has been reopened.

ii) Gorrie Conservation Area: Report #44/17

Staff have removed stop logs to help redirect flow away from the breach in berm. Trees have been re-staked on the north side of the conservation area. The south side of the conservation area is still not safe so it has been closed to the public until the hazards can be addressed. Fencing and signage has also been installed. MNRF has identified the follow up actions that MVCA is to undertake in order to deal with

the scour hole, berm, mill race and stone in the channel. MNRF requires that an engineering firm be retained to prepare plans and a report on how to address their concerns. Staff stressed that these issues need to be addressed as soon as possible.

The Director's opened the floor to questions from people in the gallery.

These motions followed.

Motion FA #67/17

Moved by: Alison Lobb

Seconded by: Paul Gowing

THAT staff retain the services of B.M. Ross and Associates Ltd. to prepare the plans for addressing MNRF's requirements under the Lakes and Rivers Improvement Act.

(carried)

Motion FA #68/17

Moved by: Art Versteeg

Seconded by: David Blaney

THAT MVCA staff replace the snow fence barricade with a gate at the entrance to the Gorrie Conservation Area.

(carried)

c) Waiver for Emergency Repairs to Culverts/Roads: **Report #45/17**

At the June 26, 2017 meeting, the following motion was passed.

THAT the emergency repairs to culverts and roads damaged during the June 23, 2017 flood be permitted as outlined in Report #41/17 with an open-ended date, to be reviewed at the July 19th Board Meeting.

The GM/ST advised the Board that MVCA has received very few requests for emergency repairs since June 26th therefore staff recommended that the waiver be ended.

Motion FA #69/17

Moved by: Alison Lobb

Seconded by: Dave Turton

THAT MVCA rescinds the exemption for emergency repairs to roads and culverts approved by the Board on June 26, 2017.

(carried)

d) Communications follow up: **Report #46/17**

This report from Jayne Thompson updates the Director's on the communications work completed following the flood event and outlined the proposed follow up work.

The Directors were pleased with the information that has been distributed to date and discussed the future communication approaches with the community regarding next steps with the conservation area and dam in Gorrie. The Board recommended that adding email communication would further expand efforts to keep people informed and invited attendees at the Board meeting to provide their email addresses before departing if they would like to receive further communication by this method.

Motion FA #70/17

Moved by: Deb Shewfelt

Seconded by: Art Versteeg

THAT the communications follow up for the Gorrie Conservation Area be adopted and implemented as outlined in Report #46/17.

(carried)

Motion FA #71/17

Moved by: Alison Lobb

Seconded by: Art Versteeg

THAT staff contact MNRD to obtain information about the engineering assessments that are required for the three options outlined in Report #44/17.

(carried)

5. In Camera Session: Legal Matter

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

Motion FA #72/17

Moved by: Alison Lobb

Seconded by: Dave Turton

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

(carried)

Motion FA #73/17 to resume regular session was made in-camera

(carried)

Motion FA #74/17

Moved by: Paul Gowing

Seconded by: Alison Lobb

THAT MVCA appoints solicitor Steve O'Melia of Miller Thomson to represent the Authority for a legal matter.

(carried)

6. Review of Meeting Objectives/Follow-up Actions/Next meeting: Tour of the Garvey Glenn Watershed August 23, 2017 at 7pm

Prior to reviewing the meeting objectives, Chair Jim Campbell reminded the Director's that the Garvey Glenn watershed tour is scheduled for August 23rd and that a meeting will not be held following the tour unless other business comes up before then. The ACW council will be invited to this tour.

The Chair along with the two Vice Chairs will be meeting with local MPP's in Perth - Wellington and Huron-Bruce next week to discuss the proposed changes to the Conservation Authority Act and partnership with the Province along with an overview of the impact of the June 23rd flood event and the National Disaster Mitigation Program.

7. Adjournment

The meeting adjourned at 9:25pm with this motion.

Motion FA #75/17

Moved by: Roger Watt

Seconded by: Deb Shewfelt

THAT the meeting be adjourned.

carried)



Jim Campbell
Chair



Danielle Livingston
Administrative/Financial
Services Coordinator

1. The first of the two main parts of the report is a description of the current situation in the country.

This is followed by a discussion of the main problems facing the country and the measures that have been taken to deal with them.

The second part of the report is a description of the proposed new constitution and the measures that have been taken to implement it.

2. The second of the two main parts of the report is a description of the proposed new constitution.

This is followed by a discussion of the main problems facing the country and the measures that have been taken to deal with them.

3. The third of the two main parts of the report is a description of the proposed new constitution.

This is followed by a discussion of the main problems facing the country and the measures that have been taken to deal with them.

4. The fourth of the two main parts of the report is a description of the proposed new constitution.

5. The fifth of the two main parts of the report is a description of the proposed new constitution.

6. The sixth of the two main parts of the report is a description of the proposed new constitution.

7. The seventh of the two main parts of the report is a description of the proposed new constitution.

8. The eighth of the two main parts of the report is a description of the proposed new constitution.

9. The ninth of the two main parts of the report is a description of the proposed new constitution.

Jamesway Board Meeting

August 10th, 2017

Attendance Randy Ruetz, Larry Brummett
Dianne Lawless, Jean Anderson Karen Dowler M. Skyle
~~Minutes~~ Minutes - from June 15, 2017 Motion
from Larry Brummett, seconded by Jean Anderson
Carried

Update to Existing Business

Exhaustors have been installed.

Homecoming Randy Ruetz got signs for
Jamesway & Larry Brummett drove his car
in the Parade. Signs on side of car.

New Business - Quater for removal & trimming
of trees - Motion made by Jean Anderson that
we accept Matthews quote of \$2,712.00 seconded
by Larry Brummett. Carried.

~~James~~ Minto Chamber of Commerce Barbeque
August 17, Larry Brummett will attend.

Common Room - We received a request for the
Common Room to be used every other Monday night
for cards from the local Card Clubs.

Motion by Jean Anderson seconded by Larry
Brummett that we keep the Common Room
as is. Carried.

Review Profit & Loss

Accounts Payable July \$16,781.98

August \$21,157.81

Motion to accept by Jean Anderson
seconded by Larry Brummett.

Next Meeting Oct 12, 2017 @ 9 A.M

President

Secretary
Dianne M. Skyle



Minto Trails Committee Minutes
April 19, 2017 7:00 p.m.
Town of Minto Municipal Office

Present: Matthew Lubbers, Vic Palmer (Clifford Trail Association), Hugh Thompson (Palmerston Trail Association), Jill Welsh (Harriston Trail Association), Paul Frayne, Rick Rock, Deputy Mayor Ronald Faulkner, Quinn Foerter

Deputy Mayor Faulkner called the meeting to order at 7:00 pm

County Trail Funding Program:

Matt informed the committee that the County will match their spending on trail initiatives, up to \$20,000, giving the group \$40,000 to spend between now and November of 2018. Some ideas regarding how to spend the money included; focusing on trail maintenance and improving the quality of the trails, extending the trails to connect all 3 communities, and promotion of the trails as a tourist attraction.

Challenges:

Vic thinks that the biggest challenge will be getting people to use the trails. Communication between the trail groups and the Municipal office will also need to improve, to ensure that the trails are maintained properly. Another issue is ensuring that the trails are wide enough that an emergency vehicle could get through them if need be, as well as ensuring that there are parts that are accessible to those with mobility issues.

Next Steps:

For the next meeting, the committee was asked to look at the list of topics that need to be addressed, and prioritize them. Deputy Mayor Faulkner has asked that everyone submit their list of priorities to via email, and that will help to focus the next meeting. Committee members agree that the committee should meet monthly, with the next meeting falling on Wednesday May 17th.

Mission Statement:

All members of the committee agreed that one of the top priorities is creating a Mission Statement. A mission statement should be as concise and simple as possible. Matt read the mission statement of a trails group from Wellesley, and it committee members feel ours should be similar. After a brief session of brainstorming, ideas for the mission statement include: serve the public; provide a suitable and accessible environment for leisure activities such as walking and cycling; creating a positive atmosphere for people, wildlife, and plants to thrive; encourage an appreciation of nature; showcase unique features of the communities, for example the rich history of the rail trails in this area; and to provide an educational experience for those who utilize our trails.

Next meeting will take place at 7:00 p.m. on May 17th, at the Municipal Office.

Meeting adjourned at 8:10 p.m.

Quinn Foerter
Clerk's Department, Town of Minto



Minto Trails Committee Minutes
May 31, 2017 7:00 p.m.
Town of Minto Municipal Office

Present: Matthew Lubbers, Vic Palmer (Clifford Trail Association), Rick Rock (Clifford Trails Association), Susan & Scotty Forbes (Palmerston Trails Association), Ross Derbecker (Clifford Trails Association), Deputy Mayor Ronald Faulkner, Quinn Foerter, Greg Mallett, Paul Judge

Absent: Paul Frayne, Steve Miller, Jill Welsh (Harriston Trail Association), Hugh Thompson (Palmerston Trails Association),

Deputy Mayor Faulkner called the meeting to order at 7:00 pm

Updates

Structure P on the Palmerston Trail is currently being rebuilt, with the work hopefully being completed in the next two weeks.

Ground Coverings/Signage

The consensus is that wood chips are a bad idea. The Palmerston Trails Association has contemplated stone dust previously, however it was very expensive. Greg will price it out while he is pricing out dust for the ball diamond. We would need a small piece of equipment to haul and lay down the stone dust on the trails, so that would be something to look in to as well. Signage is to be the first big project. The signage in all of the communities must be similar, but can have unique aspects to ensure that people know which community they are in.

Meetings/Mission Statement

It was decided that trails meeting would take place on the 3rd Wednesday of each month, at 7:00PM at the Town of Minto Office. We are continuing to work on our Mission Statement.

Safety

The Trails are owned and controlled by the Town of Minto. The Ministry of Labour sets the rules for what can and cannot happen on the trails. If there are any issues regarding maintenance of the trails, it will have to be brought to the attention of trained Municipal Staff to be taken care of. This includes weeds, tree limbs, roots, etc.

Other Business

Matt stated that there is a group of Economic Development students coming on June 1 to visit Minto and do a full report and overview of our Trails System and how we can improve it. This non-biased view will help us determine what project is most important.

Next meeting will take place at 7:00 p.m. on Wednesday June 21st, at the Municipal Office.

Meeting adjourned at 8:07 p.m.

Quinn Foerter
Clerk's Department, Town of Minto



Minto Trails Committee Minutes
June 21, 2017 7:00 p.m.
Town of Minto Municipal Office

Present: Paul Frayne, Vic Palmer (Clifford Trail Association), Deputy Mayor Ronald Faulkner, Quinn Foerter, Greg Mallett, Paul Judge

Absent: Jill Welsh (Harriston Trail Association), Hugh Thompson (Palmerston Trails Association), Susan & Scotty Forbes (Palmerston Trails Association). Jill Welsh (Harriston Trails Association), Rick Rock (Clifford Trails Association), Ross Derbecker (Clifford Trails Association)

Deputy Mayor Faulkner called the meeting to order at 7:07 pm

Mission Statement

The committee discussed the two options for the mission statement, and thought that the option put forward by Vic was a better option, with minimal changes.

Moved By: Vic Palmer; Seconded By: Greg Mallett

THAT The Mission Statement of the Minto Trails Association will be “Our mission is to encourage residents and visitors to Minto to enjoy our safe, well-maintained trails and the diversity of plant and wildlife species”

Carried

Signage for Trail Heads

It was mentioned that there should be improved signage at the trail heads. This may include way finding signs in Town to direct visitors to the trails, as well as signage at the trails themselves with large maps and more informatio. Greg will speak to Belinda regarding adding information to her signage. In order to put signage on County Roads, we will need to coordinate with the County. Chair Faulkner will speak to Rob Johnson regarding this. We will look in to the price of signage for the next meeting.

Trail Maintenance

There was further discussion on the idea of stone dust and how to continue to maintain the trail beyond that first application of dust. Someone will need to ask Mike McIsaac is the Town might has an apparatus to spread Stone Dust.

Locks

The gate locks on the trails need to be replaced. Right now, we use a Grand Master System, and we can get 20 locks that are all keyed the sale for \$1400, making them \$70 each. To buy generic locks at the Hardware Store would cost \$20-\$30 each.

Meeting adjourned at 8:15 p.m.

Quinn Foerter
Clerk's Department, Town of Minto



Minto Trails Committee Minutes
September 20, 2017 7:00 p.m.
Town of Minto Municipal Office

Present: Paul Frayne, Deputy Mayor Ronald Faulkner, Quinn Foerter, Greg Mallett, Susan Forbes (Palmerston Trails Association), David Mallett

Absent: Vic Palmer (Clifford Trail Association), Jill Welsh (Harriston Trail Association), Hugh Thompson (Palmerston Trails Association), Scotty Forbes (Palmerston Trails Association). Rick Rock (Clifford Trails Association), Ross Derbecker (Clifford Trails Association)

Deputy Mayor Faulkner called the meeting to order at 7:03 pm

Updates on Trail Maintenance

The locks that were decided on will not work for all of the gates, however we can get different styles of locks that are all keyed the same. They will be \$70 each. The Town recently purchased a new piece of equipment that would allow them to better maintain the branches along the trails.

Responsibilities

There was discussion regarding the roles and responsibilities of our volunteers. All volunteers need to be trained on health and safety through HR Downloads. Deputy Mayor Faulkner will speak with CAO Bill White regarding the responsibilities and objectives of the Trails Committee. Quinn will work on creating a Terms of Reference to govern the committee once the roles and responsibilities are made clear.

Trestle Bridge

Deputy Mayor Faulkner mentioned that an engineering report on the trestle bridge shows concern, and a washout of that bridge would prove to be very expensive. There was some discussion as to how necessary that branch of the trail is to the trails system as a whole, and the possibility of closing it.

Clifford

There is some spots along the Clifford Trail where private property back into the trail. In the future, there needs to be a clear marker dictating where the trail ends and their property begins.

Signage

We should be moving forward with the updating of our signage. This includes better identifying the entrances and exits of the trails, putting up more markers along the trail, and improving our way finding signs to ensure that the location of the trail head is well known.

The next meeting will be held on October 18, 2017 at 8:00 at the Town of Minto Council Chambers.

Meeting adjourned at 7:54 p.m.

Quinn Foerter
Clerk's Department, Town of Minto



CULTURAL ROUNDTABLE

Minutes of September 25, 2017

Page 1 of 3

The Cultural Roundtable held its regular meeting on Monday September 25, 2017 at LaunchIt Minto. Roundtable members in attendance were Chair Peggy Raftis, Mayor George Bridge, Councillor Jean Anderson, Councillor Mary Lou Colwell, Megan Raftis, Raïssa Rogers, Brooke McLean, John Cox, Gordon Duff and Andrew Gowan. Members of staff present were Economic Development Manager Belinda Wick-Graham and Economic Development Assistant Taylor Keunen. Regrets were received from Caitlin Hall.

Chair Peggy Raftis welcomed everyone in attendance and opened the meeting at 6:00 p.m.

The Committee reviewed the previous meeting minutes.

MOTION

Moved By: Jean Anderson Seconded By: Megan Raftis

THAT The Cultural Roundtable approve the minutes of the August 28, 2017 meeting.

CARRIED

Minto Youth Action Council

Keunen reviewed the previous meeting minutes and announced that the MYAC has grown to 15 members. She highlighted that the youth were focusing on planning their first Birthday celebration on Thursday October 12, at the CNRA Clubhouse in Palmerston and that all Committee members are welcome to attend. Keunen also highlighted that the youth were busy creating their 2018 Action Plan and she reviewed a draft copy with the Committee. Keunen also shared that she was busy applying for applications, including: an OTF Grow Grant with Hanover LaunchPad as the lead applicant for a youth coordinator, youth summits, and focus groups to help with rural youth retention and meaningful engagement; an OMAFRA Leaders Award to recognize the leadership MYAC has in the community; and lastly, an application for Minto to be recognized as a Youth Friendly Community. Keunen also highlighted that Minto partnered with LaunchIt and Saugeen Economic Development Corporation to provide free YSTOP programming for youth that would teach youth valuable workplace skills and reward them with certificated. She noted that the session would take place every Tuesday at LaunchIt Minto for 7 weeks starting on September 26 from 4:00 pm – 6:00 pm with 8 youth signed up for far.

MOTION

Moved By: Andrew Gowan Seconded By: Megan Raftis

THAT The Cultural Roundtable approve the Minto Youth Action Council minutes from the September 20, 2017 meeting.

CARRIED

Live2Lead Tickets

Wick-Graham notified the Committee that not all of the nominated up and coming leaders were able to attend the Live2Lead event. She said that she added Kathryn Franck, former Railway Museum student to the list, and that they could try nominating some others. The Committee decided to approach Jacob Bieman and Kathleen Faris. Jean Anderson accepted the one remaining ticket.



CULTURAL ROUNDTABLE
Minutes of September 25, 2017
Page 2 of 3

Wick-Graham shared that the Centre Wellington viewing of Live2Lead would be taking place at the Fergus Grand Theatre on November 2nd at 2:00 pm and tickets would cost \$40. She also shared that Hanover's viewing would be taking place at their theatre on November 10th in the morning.

Culture Days

Wick-Graham reviewed all of the events on the rack card for Culture Days. She noted that she had cancelled the bus due to lack of registrations. Wick-graham also noted that next year they could use both sides of the rack cards to provide more details. Chair Raftis suggested starting the planning process earlier next year.

Light up the Town Planning

Wick-Graham notified the Committee that the Harriston Parade would be taking place on Saturday November 18 at 7:00 pm, so it would not be affiliated with Light up the Town. She announced that Raissa at the Crown Theatre would be showing Rudolph at 6:00 pm before the parade. The Committee planned a schedule of events for Light up the Town that would appear in the Minto Holiday Shopping & Event guide attached as Attachment "A". Wick-Graham shared that the Guide would have a section for all holiday-related events taking place in November/December and to send them along to Taylor.

Presentation to Rotary & Ag Society

Chair Raftis shared that she and Wick-Graham would be attending the Clifford Rotary and Harriston-Minto Agricultural Society to present the Cultural Roundtable slideshow presentation at their meetings on October 24, 2017.

Roundtable:

Wick-Graham highlighted that the Butter Tarts & Buggies Fall Frolic event would be taking place the weekend of October 13-15 with lots of fall-themes sales, activities and treats.

Gordon shared that the Minto Arts Council would be hosting a Basement Café on October 14 with a performance by Thorn & Roses. He highlighted that Anthony Moore & Karen Cheeseman's exhibit was open at the Arts Gallery. Gordon also highlighted that the first Norgan Film Festival viewing of the season, 'Maudie', was a success with 90 people in attendance. Gordon also provided an update with SPARC, saying that he would be looking into a follow up session on Monday October 30th in the evening.

Raissa shared that she would be hosting the Rocky Horror Picture Show event again this year on October 29th at 7:30 pm. She said that they would once again have the movie playing with people on stage as well. Raissa also announced that a soft rock band from St Catherine's would be performing a show at the Crown on October 19th.



CULTURAL ROUNDTABLE
Minutes of September 25, 2017

Page 3 of 3

Brooke shared that there would be voyageurs storytelling with Stephen Leacock at the Harriston Branch on October 13 at 2:30 pm. She also shared that the week of October 15th would be Ontario Public Library week with special draws and Game of Thrones swag being given away.

Jean Anderson said that the last of the Horticultural Society's garden awards had been given out for the season and that they were looking into having awards for "secret gardens" that are hidden in back yards for next summer. Wick-Graham shared that the Communities in Bloom judges had provided suggestions for awards that she would share with Jean. John suggested that a workshop focused on mushroom identification would be beneficial.

Wick-Graham also announced that the Town of Minto received 5 Silver Leaves (Canada 150 themed blooms) and that they received 87.5% which was just points short of receiving Gold, with a special mention for the Green Legacy program. She shared that there would be a presentation made to Council in October.

John Cox shared that Tom Lusi from Wellington County attended the previous Chamber meeting which was focused on agriculture business and immigrant hiring processes.

Megan Raftis reminded the Committee of the MYAC movie *Moana* in Palmerston on Friday September 29th.

Chair Peggy Raftis announced that the play *Things my Mother Taught Me*, a romantic comedy, was casted and would be taking place on: November 17, 18, 19 & 23,24,25. She also announced that the Spring play was chosen and it would be a stage adaptation of *Terms of Endearment*.

Adjournment at 7:05 pm

Next Meeting:
October 23, 2017
6:00 p.m.
LaunchIt Minto

Taylor Keunen
Economic Development Assistant



TOWN OF MINTO

DATE: August 17, 2017
REPORT TO: Mayor and Council
FROM: Callise Foerter/Chris Harrow
SUBJECT: Updated Master Fire Plan Draft

STRATEGIC PLAN:

Protect the health and safety of the community and citizens, business and the environment, by supporting a quality Volunteer Fire Department, emergency preparedness, and access to health care, prevention and wellness opportunities.

BACKGROUND:

Earlier this year, Council gave the Fire Department direction to update the existing Master Fire Plan which was first approved in 2012 with a five year scope. In the previous Master Fire Plan, we were able to complete 29 of 35 recommendations. It guided us to creating a water rescue and confined space team, both of which are operational now. It also helped to strengthen our fire prevention program by hiring a part time Fire Inspector. The previous plan was an excellent document used to shape the way Minto Fire is today.

Using a similar concept as the previous Plan, a committee was formed consisting of Firefighters, Officers, Senior Management and a Fire and Emergency Services Chair Deputy Mayor Faulkner. The committee met a total of 4 times and created a draft complete with recommendations to move the Department forward for the next 3 – 5 years. The committee and total rewrite of the Plan was completed by our Administrative Coordinator, Callise Foerter and completed in house with no Consultants used.

COMMENTS:

The Committee drafted 30 recommendations in the new Plan. The new recommendations include items for improving communications on all levels of the department, continuing to finance the 25 year equipment plan and getting the Associations more involved in social activities for the entire department.

The Committee used similar ideas from the last plan and surveyed the members for ideas and thoughts on what should be included. New this time was a spousal survey that polled all of the partners of the Firefighters to get their perspectives on the organization. Some very useful information came from this group and was included in the plan to ensure we are keeping the family environment prevalent at Minto Fire.

There were some new sections added to this version of the Master Fire Plan. A health and wellness section was added to look at a new concept emerging in the fire service. We extended some of the ideas to capture the entire department including the partners. A great deal of good discussion took place involving this topic and excellent ideas came forward.

The plan speaks to issues of succession planning and training including the potential for new Provincial regulation related to training as a result of a coroner's inquest. The Town will continue to pursue identification of lightweight construction buildings even if Provincial legislation is not finalized. Initiatives showing leadership in social media and potential for a training centre in Minto are identified in the Master Fire Plan.

FINANCIAL CONSIDERATIONS:

When different recommendations are implemented, there may be some financial implications. These recommendations will have to come back to Council or be included at budget. No financial considerations were involved with the writing of the Master Fire Plan except for internal staff time covered under the current operating budget.

RECOMMENDATION:

That the Council of the Corporation of the Town of Minto approves the 2017 Master Fire Plan as written.

Callise Foerter
Administrative Coordinator

Chris Harrow
Fire Chief



Master Fire Plan

2017-2019 | Update



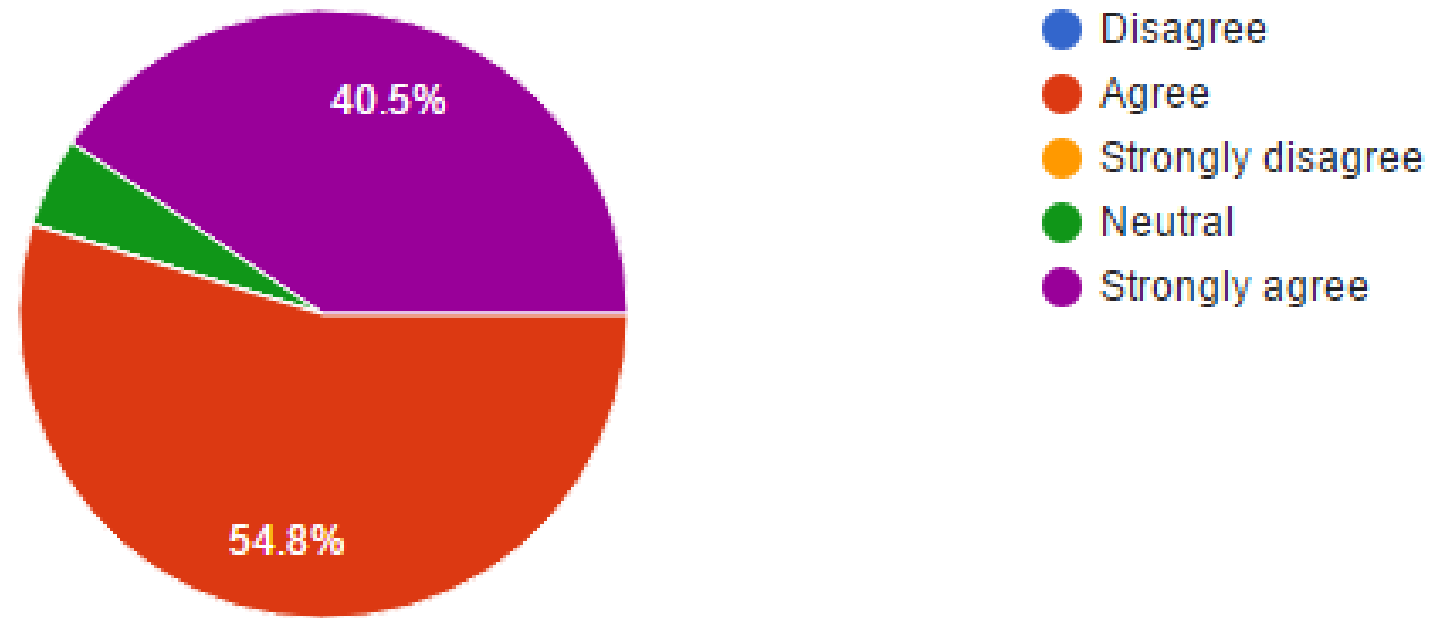
Project Scope

- Results of FF & Community survey
- Goals & Objectives for 2 year period
- Feedback & Input from Firefighters

Survey Results

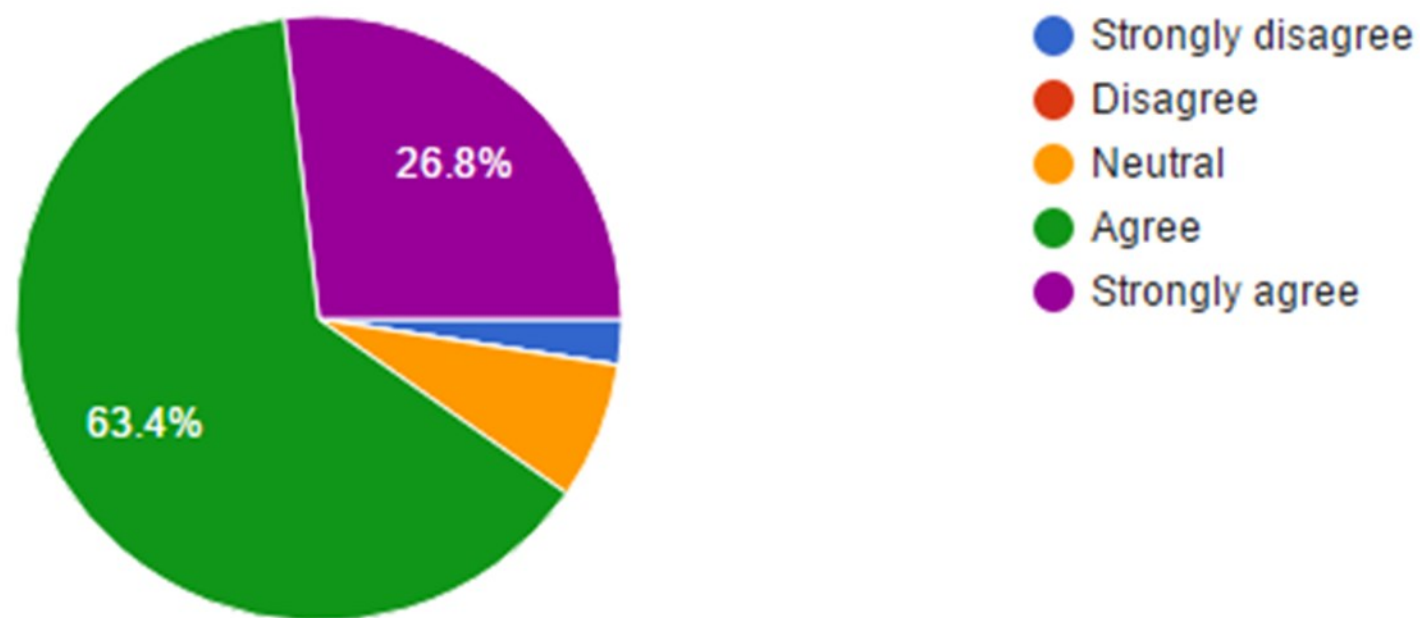
Firefighter Survey
51% return rate

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

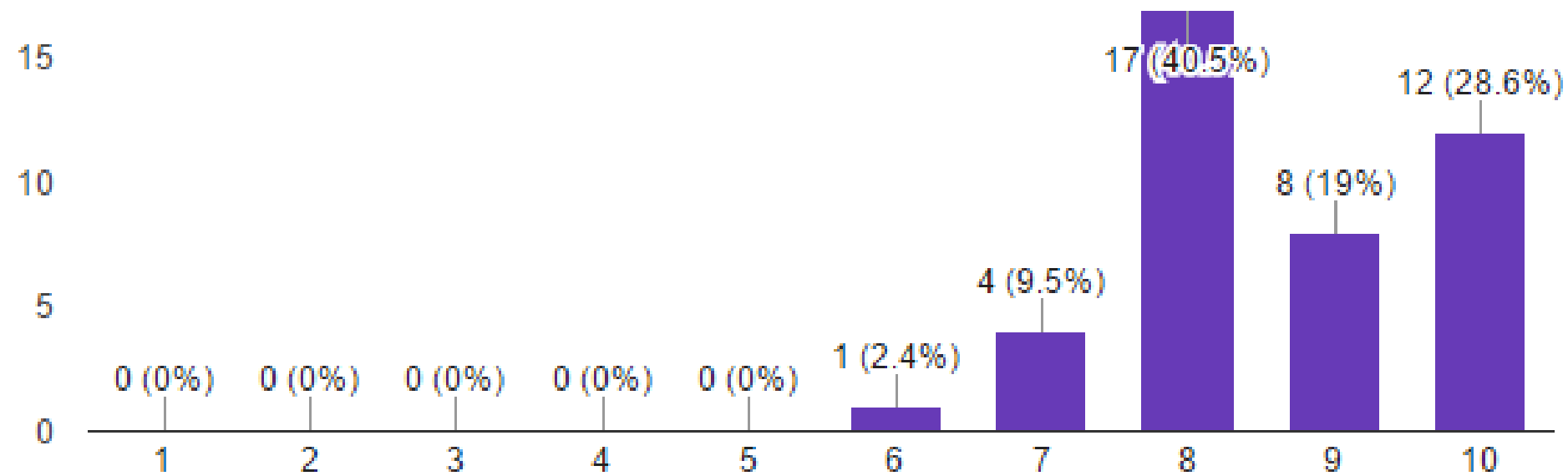


I feel the equipment supplied meets our needs and have no issues with the quality of the equipment supplied.

(41 responses)

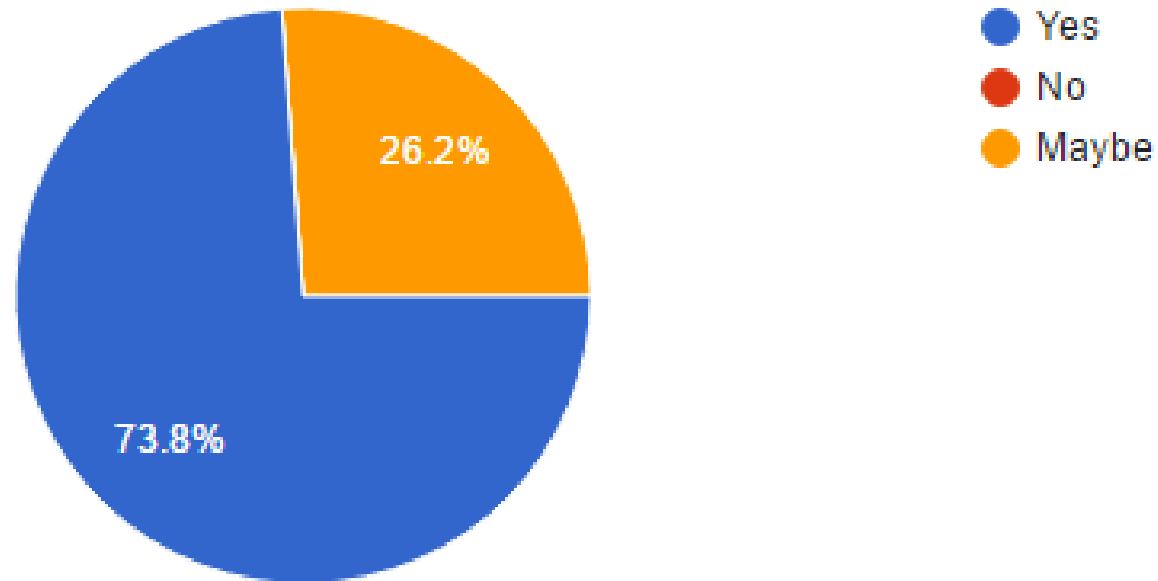


Overall, rate your satisfaction with Minto Fire as an organization. (42 responses)



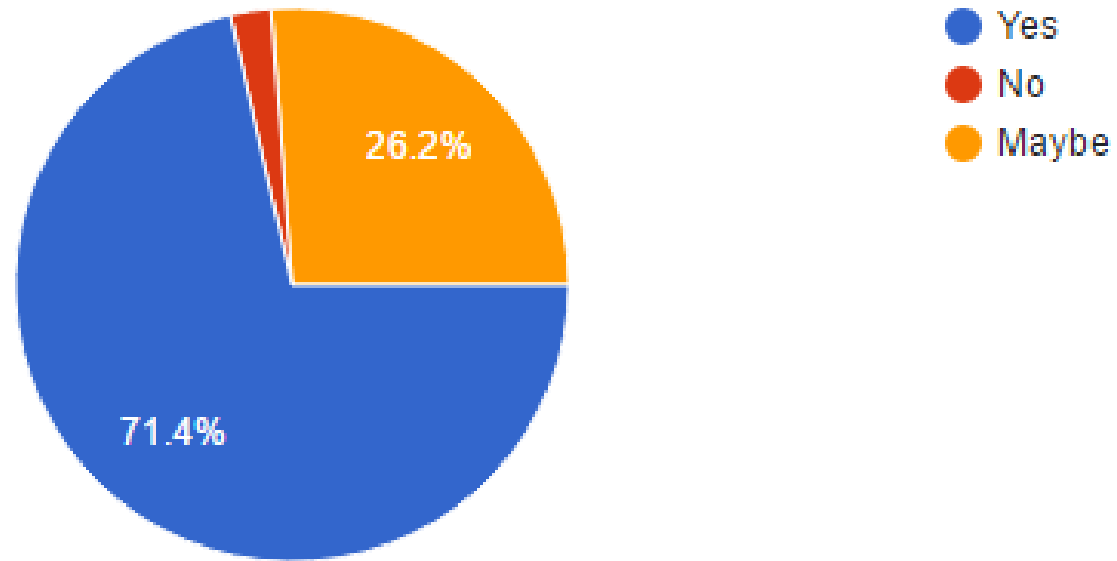
Do you think a training centre complete with a burn area would be beneficial for Minto Fire?

(42 responses)



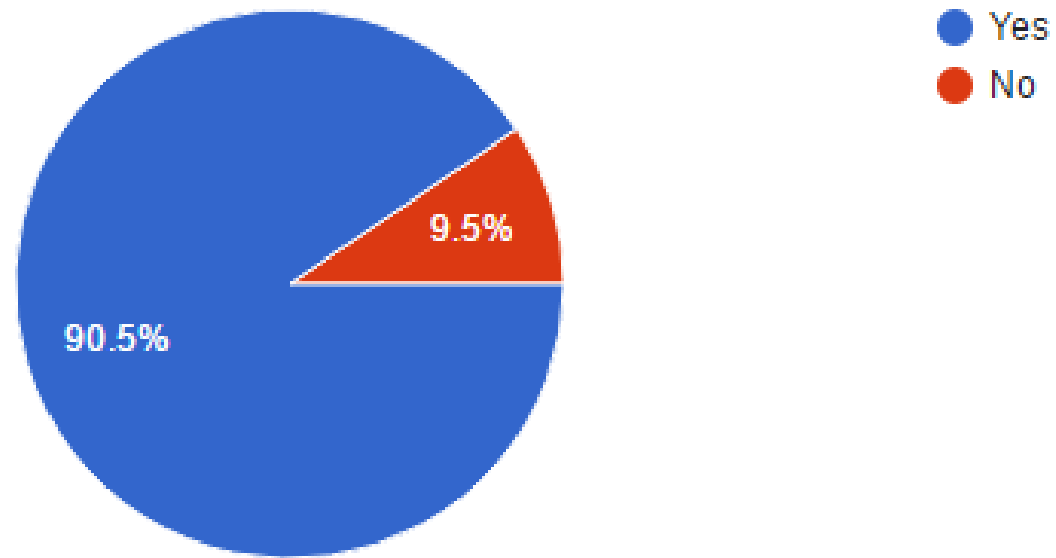
Would you be interested in helping to construct the centre to keep costs to a minimum?

(42 responses)



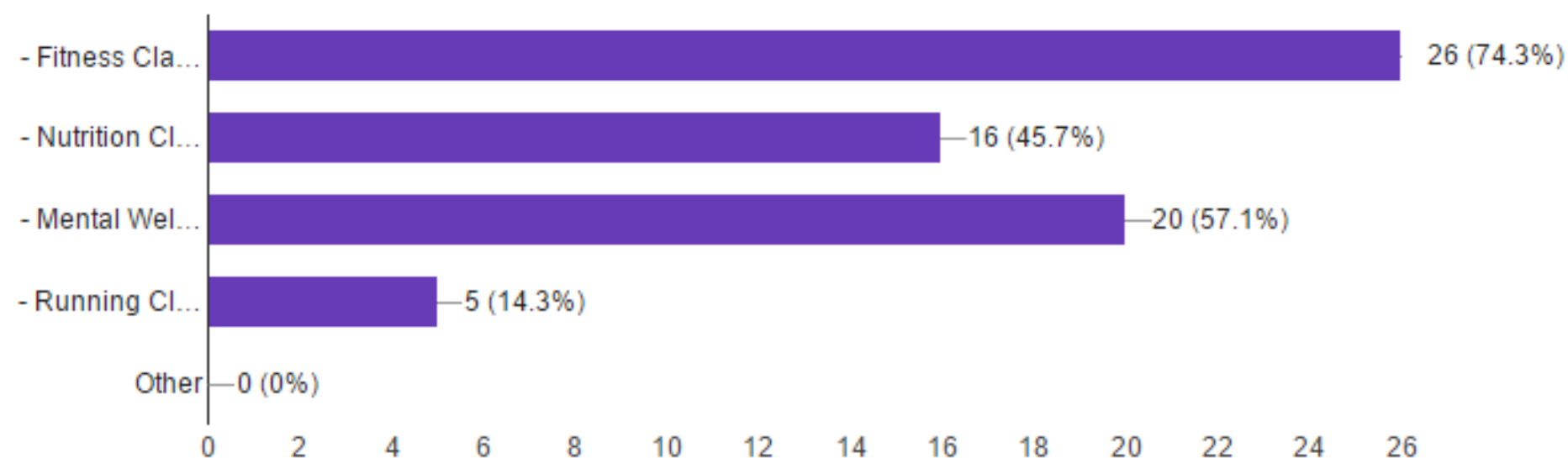
Would you be interested in assisting with some events to assist raising money for a training centre?

(42 responses)



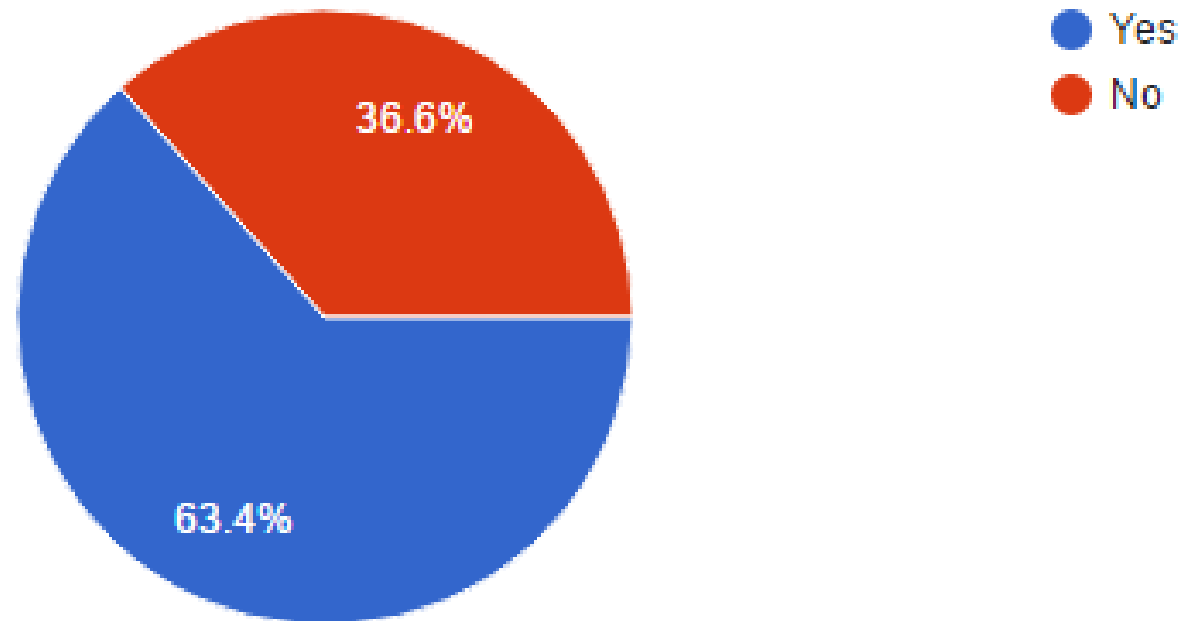
Please select any of the following you would like to see a part of a health and wellness program within Minto Fire.

(35 responses)



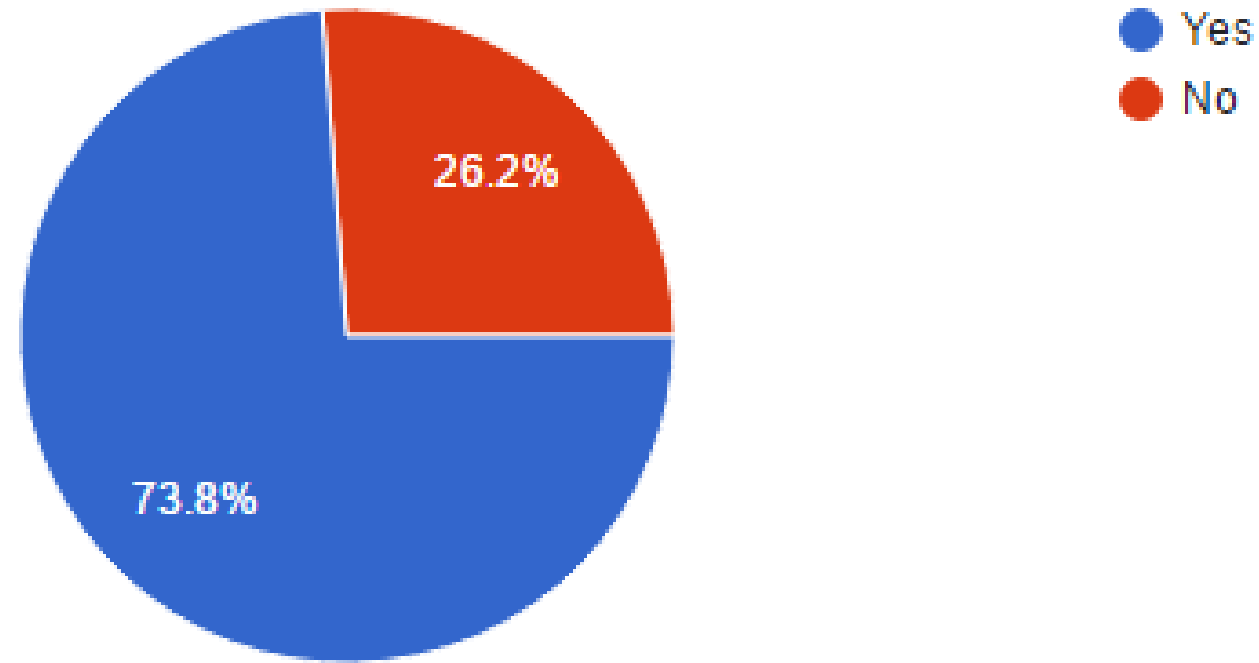
Are you interested in becoming more involved in a wellness program including some learning on mental health issues?

(41 responses)



Do you use the Iam Responding program to monitor fire incidents?

(42 responses)



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

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

Do you get positive feedback for the events we currently hold? If not, what are some of the criticisms you are receiving?

- All positive
- Only heard positive
- People like seeing us help out and are always grateful for the job we do

Any other comments about the organization?

- More communication from Management
- Leadership training for firefighters

Objectives for 2017-2018

Based on survey results

Increased Training Opportunities

- Investigate the feasibility of building a live fire training facility in Minto
- Develop a leadership program for firefighters that want to move up the rank into senior level positions
- Regular goal setting sessions with firefighters to ensure they are taking the courses that will accomplish corresponding goals

Grand Valley

TRAINING FACILITY



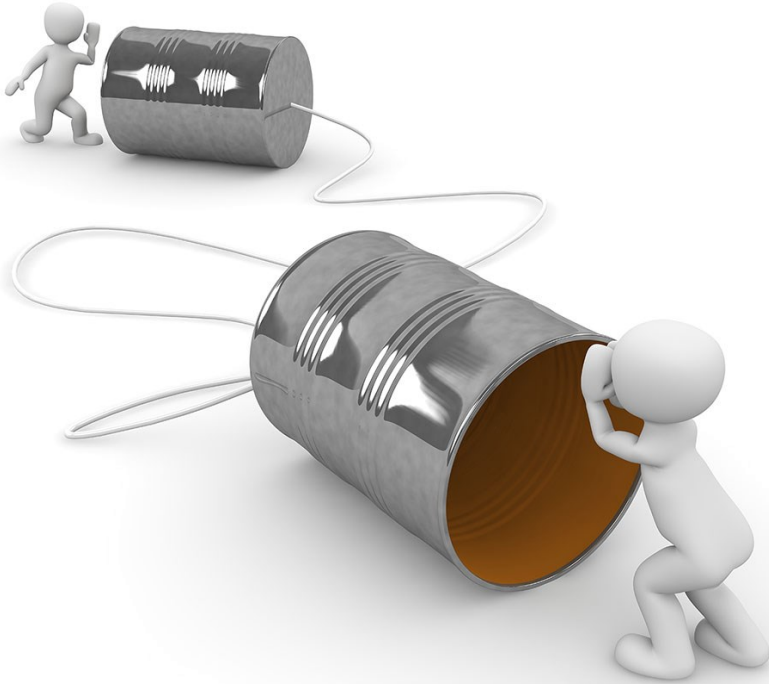
More Health & Wellness Programming

- Investigate the concept of a fitness cooperative for all firefighters and their spouses
- Host mental health awareness training at regular intervals on different topics
- Increase social activities for firefighter families
- Increase awareness about and the resources available for mental health

Increase
technology use &
training

- Regular training and communication to firefighters regarding the iamresponding application
- Regular training on the use of radios, and more insight into the radio system

More
communication
from the
management team



- Regularly scheduled visits from a member of the management team
- Regular updates about the inner workings of the department and daily operations
- Increased opportunity for firefighter feedback about department operations

- Follow

Maintain status
quo regarding
equipment

t

 *status quo*

Infrastructure Purchases 2017-2019

- Renovations for Clifford Station
- New TVs for all radio rooms
- Laptops are on a 3-5 year replacement plan
- All radio room computers were replaced in 2017



Our Brand & Event Portfolio

- Continue to innovate in public education & programming
- Continue to investigate revenue streams for the department that do not involve direct fundraising strategies
- Increase communication to firefighters about our event portfolio & reasoning behind said portfolio



Questions?



Master Fire Plan

MINTO FIRE

C.FOERTER/C.HARROW

Table of Contents

| | |
|--|----|
| Table of Contents | 2 |
| Executive Summary..... | 3 |
| Mission Statement | 4 |
| Core Values | 4 |
| Introduction | 5 |
| Department Analysis..... | 7 |
| Administration | 7 |
| Communications | 9 |
| Information Technology & Infrastructure..... | 11 |
| Public Education..... | 13 |
| Fire Prevention..... | 15 |
| Apparatus & Equipment..... | 16 |
| Training | 18 |
| Succession Planning & Leadership Development | 19 |
| Fire Suppression & Emergency Response | 20 |
| Agreements | 21 |
| Health & Wellness..... | 22 |
| Decontamination | 22 |
| Occupational Stress Injuries & Mental Health | 22 |
| Wellness & Member Benefits | 22 |
| Organizational Culture | 23 |
| Firefighter Associations..... | 23 |
| Minto Fire Cares..... | 23 |
| Upcoming Matters | 23 |
| Summary of Recommendations..... | 25 |
| Appendices..... | 27 |
| APPENDIX “A” | 27 |
| APPENDIX “B” | 28 |
| Appendix “C” | 30 |
| Appendix “D” | 31 |

Executive Summary

In June of 2012, The Municipal Council for the Corporation of the Town of Minto along with the Minto Fire Chief made the decision to formulate a Master Fire Plan for the Minto Fire Department. A report was presented and approved by council in June of 2012. The plan was to be written in house under the guidance of a steering committee.

A committee consisting of one representative of municipal council, three deputy fire Chiefs, the Administrative Coordinator, two firefighters from each station, two members of the community as well as the Fire Chief was formed to provide input into the planning process and construct the plan.

In March of 2017, the process was started to update the plan as 29 out of 35 initiatives had been completed. Surveys were conducted similar to the first time around. The general public was surveyed using Facebook and Twitter to advertise. The firefighters were also surveyed again for information about possible content. New this time, a survey was sent to the Firefighter's spouses/partners to solicit information from a different perspective.

The core components of the plan were determined by the Master Fire Plan Committee. The committee established the core components of the plan by analyzing the data collected. The core components consist of the following:

- | | |
|--------------------------|--------------------------|
| - Administration | - Training |
| - Communications | - Fire Suppression |
| - Information Technology | - Health & Wellness |
| - Public Education | - Organizational Culture |
| - Fire Prevention | - MFD Cares |
| - Apparatus & Equipment | |

Master Plan Committee Members

Council Representative

- Ron Faulkner

Minto Deputy Fire Chiefs

- Mike MacDougall
- Wayne Loos

Minto Firefighters – Clifford Station

- Dan Ellis
- Kurtis Dykstra

Minto Fire Staff

- Cam Forbes
- Callise Foerter

Minto Fire Chief

- Chris Harrow

Minto Firefighters – Harriston Station

- Jeff Hotchkiss
- Paul Zimmerman

Minto Firefighters – Palmerston Station

- Chuck Ellison
- Dean Wick

Mission Statement

“The Minto Fire Department is dedicated to serving the community with a high standard of emergency response and fire prevention programs to ensure a safe environment for the residents of Minto.”

Core Values

We value...

*Commitment
Community Service*

*Integrity
Professionalism*

*Teamwork
Trust*

Introduction

The Minto Fire Department has three stations located in the Town of Minto. The three stations are located in the urban areas of Palmerston, Harriston and Clifford. The Minto Fire Department provides fire protection to the entire municipality as well as operates under fire protection agreements to provide coverage to the Municipalities of Howick and North Perth. The department also operates under the Wellington County Mutual Aid Plan which governs how mutual aid services are shared amongst all departments in Wellington County.

The Town of Minto Strategic Plan, which was recently updated, states:

6.0 Emergency Services and Health

Protect the health and safety of the community and citizens, business and the environment, by supporting a quality Volunteer Fire Department, emergency preparedness, and access to health care, prevention and wellness opportunities.

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

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

6.5 Make available the Town's Volunteer Fire Services to abutting municipalities at fees that cover the cost of developing and maintaining the service, and support joint initiatives to share the cost of fire prevention and inspection services.

6.6 In partnership with the County, continue the implementation of the Town's Emergency Plan including public education and training exercises.

The Minto Fire Department operates under the corporate structure and reports directly to the CAO/Clerk. The Fire Chief is a Department Head and is part of the senior management team of the Town of Minto. The Fire Chief is also part of other committees under the current structure including the budget committee and emergency management team. The total net budget for the department is \$930,000. Included in the budget are wages for full time administrative coordinator and a part time fire prevention officer. Due to the fact that in the Town of Minto, a 1% tax increase would result in \$45,000 more in tax revenue we regularly investigate alternative sources of revenue to fund various initiatives in our department.

The Minto Fire Department operates under the Fire Protection and Prevention Act. In the Act, it stipulates the mandatory services a department must offer. These include, a smoke alarm program, an inspection program, a public education program and a completed risk assessment. The risk assessment involves taking a look at unique characteristics of the municipality, the building stock present, and the demographics of the people living in the community. These items are compared to the incident call volume and the types of calls responded to. The risk assessment assesses the outcomes of the comparisons and itemizes the top risks the municipality faces with regards to fire. The municipality utilizes the risk assessment information to set the level of service provided to their citizens. This is accomplished through the Establishing and Regulating By-Law which will also be updated in the Master Fire Plan process.

Under the Fire Protection and Prevention Act, the Office of the Fire Marshal and Emergency Management (OFMEM) oversees the Ontario fire service. The Office makes recommendations through various means to assist in regulating the Ontario fire service. On a yearly basis, statistics are submitted including total and types of incidents, fire inspections performed and number of individuals receiving public education. The OFMEM has an advice and assistance branch that is willing to come and speak with Council to assist in making decisions if need be.

Department Analysis

Administration

About

The Administrative team consists of one full time Chief, one Administrative Coordinator, one part time Fire Prevention Officer and 2 casual Deputy Chiefs. The two casual Deputy Chiefs represent the Clifford and Harriston stations. The overall structure includes a third casual Deputy Fire Chief, but this position is currently not filled with the Chief and Administrative Coordinator providing these services in Palmerston. Administration duties consist of; but are not limited to:

- Records Management:
 - Continual maintenance of training, incident, equipment and apparatus records.
 - Payroll, Attendance and Medical records for all firefighters
- Recruitment & Retention of firefighters
- Investigation of burn permits & complaints
- Reports to Council and all other duties involved with being a Municipal Department Head
- Oversees the implementation & development of the Department budget

The rest of the department consists of 85 firefighters among three stations. An organization chart can be found in appendix 'C'. Firefighters are compensated for each call that they attend. They receive \$35 for each call for the first 2 hours. This is paid even if the duration of the call is less than 2 hours. If the call progresses past 2 hours, they are paid \$15 per hour until the end of the incident.

The \$15 per hour is continued for all other fire department pay areas. Firefighters are paid for all truck checks, public education events, inspections, practices, meetings or any other fire department function attended. It is up to each individual firefighter to submit a pay sheet for the hours worked. They are usually paid these wages monthly.

Other areas of the department are paid differently. Any courses that firefighters attend away from their station are paid the per diem rate the municipality sets for half days and full days. Mileage is the same as municipal rates. Firefighters perform standby on weekends from July Canada Day weekend until September Labour Day weekend. They receive \$75 per day for standby. Any meetings that are attended out of town for county associations or other functions are also paid at the per diem rate. The Palmerston firefighters receive cheques for wages in June and then at the beginning of December. The other two stations receive cheques one time a year in December (Clifford is paid their standby in September).

Town Council acts as the Fire and Emergency Services Committee with a Chair appointed through the municipal appointment by-law. Policy and budgeting decisions are presented to Council through Committee by the Fire Chief and other Senior Department Staff.

From the SWOT analysis (Appendix A) the major concerns in Administration are:

- Top Down Communication: As Minto Fire is such a large entity with many moving parts; it is

THAT a mechanism is established to update all members on a monthly basis about workings of all divisions

THAT a change in organization structure be explored as demands change in the fire service

difficult to keep all members updated in a timely manner. Nevertheless, it is imperative that MFD strives to improve communication as excellent communication creates engaged employees.

- Staff Resources: Our deputy chief positions are involved from an operational standpoint; but have very little tasks administratively which leaves eighty percent of the work to be completed by the Fire Chief & Administrative Coordinator. In the future, with increasing regulations and demands, the current administration structure may need to be revisited.
- Succession Planning: With our retention rates being so high, MFD seldom has to replace a position. Although this is a great place to be in, it's also an area of weakness because it discourages our younger members to try to advance up the ranks. In order to remediate this problem, MFD needs to revamp its divisions structure to engage and encourage the youth of the department.

THAT all division operations be revamped to become more effective at involving more members.

THAT a change in compensation be explored to better reflect the new wages landscape.

Opportunities that MFD could work towards in the future include partnering with other departments or community organizations for various reasons from public education to collective buying.

Upcoming threats the department may have to mitigate through may include work –life –balance for administration as the fire service landscape changes. The increase in minimum wage and the other rules surrounding the increase may force MFD to overhaul the compensation plan for firefighters.

Overall, there are not many major problems in the administration division that the master fire plan needs to address immediately.

Communications

The County of Wellington under an agreement with Bell provides and operates 9-1-1 Public Emergency Reporting Service (PERS). The County is responsible for providing and operating a 24/7 Public Safety Answering Point (PSAP) for 911 calls placed in Wellington County. To fulfill this obligation, the County of Wellington contracts the OPP to operate the PSAP. The majority of 911 calls in Wellington County are answered by North Bay OPP. Some wireless calls may be answered by adjacent PSAPs such as Guelph Police. Call takers at the PSAP will request from the caller the emergency response required – police, fire or ambulance. The calls are then transferred on to the appropriate Police, Fire and Ambulance dispatch center. In our case, this is the Guelph Fire Department. 911 calls can be received from a landline, wireless or VoIP telephone service. However, only landline calls will display with the telephone subscribers name, municipal civic address and telephone number. Wireless calls display the name of the wireless phone subscriber, the telephone number and the X and Y coordinates of where the call originated. For Fixed VoIP service the information is the same as landline calls. Nomadic VoIP does not display information. For landline, fixed VoIP and wireless calls the Dispatch Centre will receive information as to the responding police, fire and ambulance service. For Fire Departments in Wellington County, the information displayed includes the first responding municipal Fire Department. Nomadic VoIP calls are a concern with 911 call takers. Receiving text message 911 calls for the hearing impaired are now being piloted in Ontario.

Dispatch Center

All fire departments in Wellington County utilize the Guelph Fire Department for dispatching of incidents. They are responsible for answering the calls and dispatching fire department(s) to the incidents. There are two dispatchers working 24/7 in the dispatch control centre. Guelph Fire dispatch is going live in Summer 2017 with a new dispatch system. The new system will be capable of offering full dispatch services to all County fire services. Presently, we record our own benchmark times after the page has been acknowledged. Full dispatch services would perform this function for us, as well as keeping a consistent record of times and benchmarking. The price for dispatching services would increase. A further investigation into need versus cost will need to be completed to identify if the benefit will outweigh the cost. As well, new recording software has allowed Guelph fire dispatch to record all of our radio transmissions, eliminating the need for in house recording equipment. Finally, by moving to the County radio system, we are able to communicate with Guelph dispatch clearly on 2 two different channels.

THAT the investigation of full dispatch through Guelph is explored

Paging

All fire fighters wear personal pagers which are used to alert them for incidents. The paging system in the county, including multiple tower sites and repeater equipment, is owned and operated by the County of Wellington. They maintain and finance the infrastructure involving the paging system. The pagers themselves are maintained and financed by the fire department. The pagers consist of both Motorola and Swiss phone pagers. At this time, pagers are a mandatory part of notifying firefighters. Many issues have come up with the reliability of pagers and the cost to maintain them. There are very few alternatives on the market. Digital paging or cell phone notification might be an alternative approach in the future, but is out of the scope of this 5-year plan.

THAT MFD partner with Public Works to install generator backup at the two paging sites

A paging repeater is located on the water tower in

Harriston, which provides good coverage for Harriston and Palmerston. Clifford did have some issues with paging but they were alleviated with the installation of a paging repeater during the previous plan. Neither of the paging sites have generator back up, an issue that may be discussed within the next plan.

The HUB or central receiving point for pages is a tower located south of Arthur off of Highway 6. The Tower is owned by the County and we lease the land on which the Tower stands. All of our paging sites were upgraded in 2016/2017 by the County of Wellington to ensure all of the technology is up-to-date and functioning well. The work was completed by MRC Communications and was directed by a Consultant who was hired by the County.

Mobile Communications

Communications via radio is a fire department requirement. Presently, each station talks to Guelph dispatch via a radio linked to Guelph using the Bell Fleetnet system. Sometime over the summer, the system will change. We have upgraded to digital radios utilizing the County radio system. Guelph Dispatch has installed the County system into their consoles which will enable us to talk directly to Guelph on our system. The new method should be an upgrade as now we will be talking radio to radio. However, at this time the fire department radios have no ability to talk directly with the OPP or the Ambulance. Both are on different systems and will not allow fire department access to the system to communicate with them. We are currently experimenting with the Ambulance Supervisor having a radio on our system with the ability to monitor and talk directly to us.

As mentioned, communications amongst fire fighters and base is accomplished utilizing the Wellington County radio system. We have 2 channels on this system, both of which are used for operations. All of the County Fire Departments are on the system (with the exception of Wellington North), as well as all of the County Public Works crews. This allows us to be interoperable with all departments and public works. We are currently going through the process of upgrading coverage area of the new radio system by adding a repeater site in Clifford. This will give us a site in Palmerston and Clifford which should blanket our area with good radio coverage. All of these communications operate on a UHF system digitally using the 400 MHz frequency.

Radio transmissions are presently recorded by voice recorders located in each main pumper in each of the three stations when they are operable. On a regular basis, someone is required to download the transmissions off of the recorders and load them onto the server for safekeeping. This is a very labour intensive process. With the new radio system and new dispatch equipment in Guelph, we will be looking at using recording capabilities in Guelph to accomplish the task of recording our transmissions.

One downfall we have is interoperability with Mutual Aid partners outside of our County. All of the departments are not on digital frequencies, so our radios will not talk to them directly. We are investigating methods to patch the 2 systems together through Guelph Dispatch, but it will be a while before we can accomplish it. In the meantime, we have kept old radios and portables in certain trucks and at the bases to use when performing mutual aid with these departments. This is a temporary solution and we are continuing to search for a more permanent solution.

The identified areas of concern for the communications division are:

- Record keeping resources are minimal: To be remedied by going to full dispatch through Guelph Fire
- Neither paging sites have generator back up
- Interoperability between first response partners (Other FDs, OPP, EMS)

Overall, the communications division seems to be operating in good condition; however, the issues that need to be remediated could have financial implications.

Information Technology & Infrastructure

The Minto Fire Department runs entirely on our own server located at the Harriston Station. On it is the department's software, Fire Pro. All stations use this to enter incident reports, inspections, employee records and training data. As well, the department's entire inventory is found on the program.

We have done a good job pairing down the computers used in the Stations to a manageable level. Each radio room has a newer computer to be used by all department personnel as well as radio operators during incidents. Laptops are utilized by training personnel to enable them to do portable presentations. Chiefs and Admin staff use laptops so they can be taken to incidents and meetings. Computers are upgraded every four to seven years, depending on life expectancy.

In the municipal world, records management has emerged as a hot topic in the last few years. With Freedom of Information requests on the rise proper records management is becoming very important for many municipalities. The Ontario Municipal Records Management System is widely used as the standard for record storage in the province.

Areas of weakness in IT include proper maintenance of records, and proper documentation. There are always opportunities in information technology as it changes at a rapid pace; however, MFD could look into software programs that help to automate record keeping practices. This may come at a significant cost; so a benefit analysis must be completed before any decision making occurs.

Currently, to the Town's records management system TOMRMS and financial system, Keystone, is not accessible to Fire Department personnel. Remote access to the newly established "T" drive would gain us access to TOMRMS and enable us to file our records according the new municipal standard. At the same time, establishing access to Keystone would enable us to properly manage the budget.

In this next Master Fire Plan, it is paramount that the Department analyze their records management systems and work towards minimizing inefficiencies in our systems. Our focus will be on reorganizing both our electronic and paper filing systems, increasing our note taking capabilities and ensuring incident scenes are documented appropriately.

THAT the use of technology on the firetrucks and in the fire halls be reevaluated

Social Media

THAT the standard operating guideline for documentation and record keeping be updated to better capture current municipal standards

"Minto Fire has an active social media presence on Facebook, Twitter, Pinterest and Instagram. Minto Fire has been a leader in the use of social media to promote Departmental activities including presenting at the 2015 Ontario Fire Prevention and Public Education Seminar at the Ontario Fire College. In the last six years this social media presence has proven

invaluable for communicating during tornado, ice storm and flood events. June 23, 2017 Minto Fire performed a key role coordinating communication on behalf of the Town of Minto and the Department. Minto Fire's social media program has become a trusted place for many residents to monitor during emergencies, road closure and other calls. Social media is also an important mechanism for public education and communication. The Master Fire Plan supports

the Department continuing its leadership role in the area of social media including coordinating communications with the Town during emergencies.”

Department Website & Email

In 2012 a website was created internally for Minto Fire, the website is successful mainly because it is controlled by Minto Fire. MFD is able to update the website on the go and it follows the same brand guideline as many of our apparatus. In this master fire plan, the focus for the website will be to make it accessible and increase the functionality of the website for the firefighters.

The MFD email is now controlled by the Town of Minto’s IT company, and therefore there is no maintenance needed from MFD’s side.

Public Education

The Office of the Fire Marshal has identified three “lines of defense” in terms of the overall fire protection for a community:

- Public fire safety education
- Fire prevention inspections and code enforcement
- Emergency response

The philosophy of this strategy is to provide buildings which are as fire safe as possible, to educate residents in fire prevention/fire safety and to provide effective emergency response should the first two strategies fail. While the general public views the fire service as primarily providing emergency response services, the premise of the “three lines of defense” is that the system has failed each time an emergency fire response is required. As mentioned in the Introduction, the Fire Protection and Prevention Act mandates that municipalities provide specified core services as related to fire prevention-code enforcement and public fire safety education. The mandatory provisions include:

- A recognized residential smoke alarm program
- Fire inspections and code enforcement upon complaint or request and other inspection services as determined by the needs and circumstances of the community
- A public fire safety education program

- Completion of a Simplified Risk Assessment

THAT the public education portfolio be rejuvenated

The Minto Fire Department runs some very successful public education programs. We have done so for many years. There is a Public Education Division in the department. It consists of a Division Chief, and 3 Station Pub Ed officers. Each Public Education Officer is responsible for the occurrences going on in their area. The group meets up to 3 times a year and plans their events for the year, including Safe Kids Day and other events as they come up. The group does need to do a better job at scheduling their events for the year to allow other firefighters the opportunity to help. This will also lead to more lead time for budgeting purposes.

The Minto Fire Department runs some very successful public education programs. We have done so for many years. There is a Public Education Division in the

The last edition of the Master Fire Plan recommended we look at a safety day for children in the community. This led to the development of our very successful SafeKids Day. Over the past 5 years, we have also developed Touch-a-Truck and other worthwhile events that has elevated our status in the community. We are very fortunate to have completed a hugely successful branding campaign which has brought in a large amount of money to the department to enable us to fund numerous initiatives, including our water and confined space rescue teams. We need to continue to strive forward with our marketing plan and enhance it even more to achieve more partnerships which help us to spread our public education programs.

A revitalization of the Public Education division, as well as finding more help for members will be a focus moving forward. The group has many ideas, just not the man-power to see them to completion. We will focus on new partnerships as well as utilizing more firefighters on the committee.

A last area of focus is the County Fire Prevention Committee. We are endeavoring to lead the committee in a revamp in order to work together on county-wide projects. We see a large opportunity to work together with other departments

in the County and create some exciting new programming. The result of the revamp is to also form a buying group to help save money as most public education divisions buy the same materials.

One area that lacks in the public education area is the education of adults, especially seniors. Due to lack of available time for this division, many programs cannot be offered. The department has put a large part of their resources towards the education of school children. There is an opportunity for the department to branch out to different age groups. The Master Fire Plan committee has recommended we establish a smoke alarm program for Seniors. Minto has a large population of Seniors living in single family dwellings. A new smoke alarm program could be very beneficial for this group.

THAT a smoke alarm program targeting seniors is developed and implemented

Another area that is lacking in the public education area is educating businesses about fire safety. The department would like to become more proactive and educate our businesses as our downtown cores have been identified as high risk areas. The biggest hurdle will be the availability of staff hours to dedicate to any more programming.



Fire Prevention

The Minto Fire Department has a fire inspection division. We were fortunate enough through the first version of this plan to hire a part time fire inspector/by-law enforcement officer. The new Inspector has done great work keeping us in line with new regulations regarding Long –term care facilities and hospitals. He has kept up with the required annual fire inspections and fire drills. Without the newly appointed position, we would have struggled to remain in compliance. As well, he has been able to keep up with our burn permits and burning complaints.

The duties of the fire department in terms of fire prevention/code enforcement include:

- Enforcement of the Fire Protection and Prevention Act. Inspections and code enforcement as related to the Ontario Fire Code (a regulation under the F.P.P.A.) including inspections due to complaint,
- inspections on request, regularly scheduled inspections of vulnerable occupancies and retrofit inspections
- Business registry inspections
- Liquor license application inspections
- Provincial ministry license inspections (day care etc.)
- Commenting, as requested by the Building Department, on Ontario Building Code issues as related to buildings in the municipality
- Fire cause determination and investigation
- Commenting on site plan issues as requested by the Clerk's Department
- Data compilation and record keeping duties

Request inspections are becoming more frequent. Many real estate transactions require that an inspection has to be completed before closing. These are usually requested less than a week before the closing date, so time is a factor. A follow-up must also be completed on the inspection after it has been performed. This all takes a considerable amount of staff time to complete.

A risk assessment must also be completed on the municipality, and then steps taken to mitigate the risks in the assessment. MFD needs to update their risk assessment and take a proactive approach to the risks identified.

THAT the risk assessment be updated

Every municipality both inside and outside the County of Wellington has to have a fire prevention and public education division. It is evident that resources could be shared between department, it is recommended that MFD try to partner with other agencies to share resources.

THAT fire prevention partnerships inside & outside the county of wellington are explored

Apparatus & Equipment

Apparatus

An outcome of the last Master Fire Plan was the Equipment Committee's work writing a truck deployment plan. This plan studied where all of the trucks were stationed, their usage and any cost savings that could be achieved. During the duration of the last plan, the deployment plan was implemented. We were able to remove 3 trucks from service and not replace them. New trucks purchased were built in a way to enable us to eliminate other trucks that were duplicating service. The committee deserves a lot of credit for working together to accomplish these results.

The twenty-five-year truck financing plan was continued and updated to match the new fleet deployment. The financing plan will continue to be followed and utilized to purchase future trucks. Council has been a huge supporter of this plan and the efforts that went into it by Firefighters.

The Clifford station has the following trucks:

- Rescue Pumper #140
- Crew Cab Tanker/Pumper #148
- 1500 Gallon Tanker #147

The Harriston station has the following trucks:

- Rescue Pumper #110
- Aerial Truck #114
- 1500 Gallon Tanker #117 (Maybe upgraded to a Crew Cab Tanker in the future)
- Water Rescue Unit #115

The Palmerston station has the following trucks:

- Rescue Pumper #100 (To be replaced starting the process in 2018)
- 1500 Gallon Tanker/Pumper #107
- 1500 Gallon Tanker #108
- Heavy Rescue #105
- Car 2 (Pick Up) and Technical Rescue Trailer with Gator

THAT the capital purchasing plan continue to be followed

Minto Administration Vehicles

- Car 1 (2016 Ford Escape Black)

All Tanker/Pumpers will be 1500 Gallon tanks with an approximately 500 gpm PTO pump.

Appendix 'B' is the twenty-five-year apparatus financing plan that was implemented a few years ago. It is a working document that will fluctuate.

All apparatus is repaired locally at numerous garages in each of the three urban areas. They are safetied each year as per the Ministry of Transportation standards. There is no service contract signed with any particular service center. There is also a need to ensure all of our trucks stay with the current technologies. Right now, there are paper map books in the trucks that are used to assist with locating properties. There is presently no capability of using GPS to locate addresses or to keep track of a trucks whereabouts. Truck routes are not recorded. There is an abundance of

software that is available to assist with locating trucks and response areas. In the future, this can be investigated to see if the viability of implementing software is financially possible.

A policy on servicing of our motorized equipment has been established by our Equipment Committee. It includes testing of our SCBA units every 2 years, pump testing the trucks every 2 years and servicing and testing our ladders every 5 years. The committee continues to review this document and update as the requirements change. They will be looking at standardizing how often our pumps and generators are serviced and will endeavor to find a contractor to complete it.

Equipment

MFD makes it a priority to operate lean among all stations. Currently, the consensus from all three stations is that the firefighters' needs are met in regards to equipment. However; in this master fire plan, quite a few items replacement items will need to be purchased in order to meet industry standards. All items that are up for replacement as well as costs associated with each item are found in Appendix 'B'.

Training

The training division is a very active and dynamic division. They are responsible for all of the practices held by the department, as well as organizing courses both in house and provided by outside agencies. The training division requires a lot of record keeping which puts higher demands on the Training Officers and Administration staff. The training division consists of a Training Officer in each station and the Fire Chief who oversees the division as well as chairs the Training Committee. If training demands continue to increase; more staff in this area might be needed.

THAT an increase in support for Training Officers be considered in the medium term

In 2011, the County of Wellington, through the Wellington County Fire Chiefs Association, hired a full time Training Officer. This position was created to assist all fire departments in the County with reporting requirements and the creation of lesson plans. The position has evolved and is now also responsible for coordinating the County recruit process. Each recruit hired by departments in the County goes through a recruit training program run by the County Training Officer. It involves attending sessions for 6 weekends throughout the Spring and early Summer. It also involves doing all of the administration before-hand on-line through Resource 1. The system works very well, but puts a lot of demands on a new hire. New recruits have found the training to be very worthwhile. When they complete the training, they are fully certified and ready to be a firefighter right away, which is a huge benefit to the department.

All three stations practice twice a month on the second and fourth week of each month. The Harriston station practices Tuesdays, Clifford station Wednesdays and Palmerston station Thursdays. The different nights are beneficial because it allows firefighters who miss a practice at their home station to attend another station to stay current with training. It also allows us to offer courses on these nights and give all firefighters three different nights to attend.

THAT the number of three station practices increase

All practices have been scheduled for the year. A yearly calendar put out by Administration has each practice scheduled with a topic listed in order to provide firefighters ample time to plan accordingly. Each year there is 1 three station practice as well.

Examples of these are 3-Station practices, extrication practices and extra sessions when we are donated places to use (vacant houses). Firefighters feel that it would be beneficial to have three station practices more often, as with any major incident, more than one station attends.

All full time and volunteer firefighters now train to the National Fire Protection Association (NFPA) standards for the fire service. There is Firefighter 1 certification and Firefighter 2 certification. When new recruits finish the training program, they complete the exam for Firefighter 1. After a few months of experience on the Department, they return and complete the exam for Firefighter 2. This fully certifies each of them to full Firefighter status and allows them to take further courses in the NFPA curriculum. Existing Firefighters were grandfathered to the Firefighter 2 level when the transition took place in 2015. This also enables them to take further courses like Fire Officer and Fire Instructor courses.

There are many locations which are starting to get into offering NFPA training courses. The Emergency Service Training Centre in Blyth, the Ontario Fire College and the WESTREC training facility in Waterloo are just a few of the places we can send Firefighters to participate in training. However, we are finding it difficult to find the proper courses required at and asking firefighters to travel to these courses is quite expensive for the Municipality.

We have been working on bringing as many course as we can to Minto, so it is more convenient for our personnel to take training. The water rescue and confined space training are two examples of this. They both worked well and were convenient for all of our personnel. They didn't have to travel and could be home at night with their families. The one thing we are lacking is a proper training facility in Minto. We don't have a designated spot to be able to set up props and materials that we need to properly train.

Recently, the three Associations together have discussed putting all of their funds towards constructing a training facility in Minto. Grand Valley Fire has recently constructed their own utilizing "C" can storage units. The

benefit of the storage unit is it is low maintenance and fairly inexpensive to construct. It also gives us the ability to offer training in many disciplines we currently can't without a proper setting. A steering committee would coordinate the project including: researching the viability of the project, project proposal and implementation. A properly built training facility could be a huge benefit to the department for many years.

The Minto Fire Department has a standard operating guideline (SOG) in place that all firefighters have to be signed off in eleven different areas every eighteen months. This SOG renews itself every eighteen-month period. It allows every fire fighter to demonstrate every eighteen months that they are proficient in all vital skill areas, and it ensures that they attend an appropriate number of practices. There are also mandatory practices scheduled throughout the year in

regards to first aid and CPR renewals, agility testing and any other courses that arise.

THAT current training programs in relation to a succession strategy be reevaluated.

THAT a leadership program, including officer training, is created to encourage firefighter advancement up the ranks.

THAT a designated training weekend with multiple topics is explored.

leadership training into current programming.

THAT the building of a training centre be explored

Succession Planning & Leadership Development

In the firefighter survey a common theme in training was leadership development. It appears our young members may want to move up the rank at some point in their firefighting careers; however, are not confident enough in their leadership skills to do so. As the department gets older, there is going to come a point in time when we will need younger firefighters to step up into leadership positions. It is recommended that MFD evaluate its current training programs, and develop a strategy to incorporate

Fire Suppression & Emergency Response

The Minto Fire Department offers a large variety of services. We complete both interior and exterior fire attack. We are also proficient in urban and rural water supply. Certification was achieved in the Superior Tanker Shuttle Accreditation process. It was achieved in 2010 and enables residents in our rural areas within an eight kilometer radius of any fire hall savings on their fire insurance rates. We were able to be certified to 570 gallons of water per minute level, which is a very high level for rural fire departments.

Another response that is offered is medical first response. All of our fire fighters are trained to a Standard first aid level with some enhancements. They are also certified in CPR and defibrillation operations. All stations carry defibrillators and have used them at various times. There is also a defibrillator in the pick-up truck that travels around the municipality. All of our tiered response agreements have been updated to be consistent throughout all three Stations. We currently have tiered response agreements with Perth County Paramedic Services, Guelph/Wellington Paramedic Services and Huron County Paramedic Service. We are also part of the simultaneous notification trial through Wellington County. Simultaneous notification means we are dispatched at the same time as Ambulance is, there is no delay relaying the call between services. It has been working extremely well and it is our hope the MOHLTC will continue with it.

The Minto Fire Department also offers full motor vehicle collisions (MVC) response. This includes full extrication services, air bags capabilities and any other requests as necessary. We also assist with traffic control at the request of OPP and any investigative needs they require.

There are many other miscellaneous services that are offered including carbon monoxide investigations, natural gas leak investigations, illegal burning complaints and many others. Over the duration of the previous Master Fire Plan we

implemented a Confined Space team and a Water Rescue team. Both teams are now fully trained and ready to respond to various emergencies. We are offering a second course in both disciplines this fall to expand the number of firefighters on each team. Services that are not offered by the department

include ice rescue, trench rescue, and hazardous materials operations or cleanup. All firefighters are trained to the awareness level in all of these areas, but not the operations level. Most services are offered through county mutual aid agreement by other departments. If there is a call involving one of these rescues, we call in the department specified in the mutual aid agreement. This is done on a fee for service basis. We pay the department coming in a specified fee. Hazardous materials response is provided to us through a private company. The fee for the response and clean up is paid for by the person at fault or the company responsible for the spill.

implemented a Confined Space team and a Water Rescue team. Both teams are now fully trained and ready to respond to various emergencies. We are offering a second course in both disciplines this fall to expand the number of firefighters on each team. Services that are not offered by the department

include ice rescue, trench rescue, and hazardous materials operations or cleanup. All firefighters are trained to the awareness level in all of these areas, but not the operations level. Most services are offered through county mutual aid agreement by other departments. If there is a call involving one of these rescues, we call in the department specified in the mutual aid agreement. This is done on a fee for service basis. We pay the department coming in a specified fee. Hazardous materials response is provided to us through a private company. The fee for the response and clean up is paid for by the person at fault or the company responsible for the spill.

The department uses a two station response guideline for any reported structure fire. The complete guideline is Appendix "D". If there is a reported structure fire, two of Minto Fire's stations respond with a full compliment. This includes the aerial truck, tankers and pumper. Guelph Fire dispatch pages out both stations at the same time resulting in a simultaneous response. Utilizing this method of response ensures we have adequate personnel on the scene to complete initial operations and enough apparatus to utilize during operations. We are currently working with Guelph Fire Dispatch to modernize our method of dispatching. It will include alarm levels for calling in additional resources. As well, it will automatically dispatch resources to high risk buildings that require a larger response. Finally, we will be able to automatically dispatch more of our Stations to calls during certain time periods throughout the day where we are

traditionally short staffed. This new ability through Guelph Dispatch will alleviate some of our identified response shortcomings.

Currently we have lamResponding as our software program that alerts Firefighters of incidents on their personal cell phones. For the most part, it alerts on most of our responses, but it is not 100 percent reliable. The new Guelph Dispatch system will soon have the capability to send alerts to personal cell phones, this program will most likely be adopted by Minto in the short term. We will also progress to including monitors and digital firefighter response in the future.

One of the weaknesses in our fire suppression efforts is preplanning of buildings. This was made clear after the Listowel Dollar store fire. Many businesses and industrial buildings are being made of lightweight construction. These buildings,

as well as all other buildings in the municipality need to be preplanned. Preplanning involves planning out how firefighters would initiate an attack on a fire involving the building. This includes where water supplies are located, fire suppression systems in the building, shut offs of services, and positioning of fire

THAT a pre-planning task force & guideline is established

trucks. All of this information can be brought back to the fire officers and discussed so everyone is prepared for an incident at the building.

Our preplanning right now is minimal. It is very difficult to gather the information required to bring back to the fire officers. Building tours are set up for firefighters to go through and gather information. Many times though, the information is not processed. It would take a good 6-10 hours to process the information for a small building and present it into a format for all to use at the fire halls;

however, accomplishing this for all of our business and industrial buildings would be very time consuming.

THAT preplanning be increased on higher risk buildings

Agreements

Currently, Minto Fire has Fire Protection Agreements with North Perth and Howick Township where we provide services to each of those municipalities. Both agreements have been recently updated, the North Perth agreement because it was set to expire and the Howick agreement because it was requested. We will continue to monitor the agreements and ensure they are functional for Minto Fire. We will continue to strive to have agreements completed where the closest fire department responds to incidents for the protection of residents no matter which municipality they live in. At the end of each year, each agreement will be reviewed together with the corresponding responses to ensure all needs are being met.

Health & Wellness

Decontamination

Firefighters, in the course of their duties, may be exposed to contaminants during training exercises or emergencies. As per the general duty clause 25(2) (h) of the Occupational Health & Safety Act (OHSA), employers are required to take every precaution reasonable in the circumstances to protect workers. There are various areas that should be improved in order to properly decontaminate equipment after training or incidents. In the short term, MFD needs to reevaluate and redevelop their decontamination policies.

Occupational Stress Injuries & Mental Health

In Spring 2016, the province passed the Supporting Ontario's First Responder Act, which is legislation that creates a presumption that post-traumatic stress disorder (PTSD) diagnosed in first responders is work-related. The act is part of the province's strategy to prevent or mitigate the risk of PTSD and provide first responders with faster access to treatment and the information they need to stay healthy.

THAT the PTSD plan & firefighter debriefing plans be implemented & further developed

Employers of workers covered under the PTSD presumption were directed to provide the Minister of Labour with information on their workplace post-traumatic stress disorder prevention plans April 23, 2017. MFD has submitted their plan, and the

implementation process must soon follow.

Wellness & Member Benefits

It was identified in the firefighter surveys that physical fitness is a priority to many of our members and that having a fitness program incorporated into the fire department would increase our employee satisfaction. In the past, Administration Staff has researched into partnering with fitness centers in the area to provide discounts to members; however, it is very difficult to provide this membership to firefighters as there is no fitness centre in Minto. It's also a detriment to us encouraging firefighters to go out of town in groups in case of an emergency. The best solution to incorporate fitness into our member benefits is bring fitness programming into the firehalls. It is well known how beneficial workplace wellness programs are to employee productivity. Workplace wellness creates avenues to decrease stress, fosters an environment of teamwork, and encourages better work performance.

THAT the idea of a firefighter gym cooperative be explored

Organizational Culture

Firefighter Associations

Each station has their own member association responsible for hosting the Christmas parades, breakfasts and any other traditional firefighter events. It was identified in both the firefighter and spouse survey that all members of Minto Fire would like to see an increase in members only family events. The spouses would also like to be included more often on various occasions.

THAT a social committee, consisting of the association presidents, is formed to meet on an as needed basis to increase engagement at firefighter events throughout the department

THAT the newly formed social committee works together to develop family activities for fire departments to build upon the family culture

THAT initiatives for spousal engagement be increased

THAT each association establish consistent nominations procedures for each association executive

It is recommended that the associations standardize their processes, and meet all together yearly to coordinate all of the happenings for all stations, as well as, plan three station family functions.

Minto Fire Cares

A not for profit organization is being developed to aid in the number of donations Minto Fire receives every year from various organizations and businesses.

THAT the MFD cares structure & organization be established

Upcoming Matters

Currently going through the Provincial Legislature is legislation for the placarding of lightweight constructed industrial/commercial buildings. Minto Fire through the Chief has been working closely with our local MPP who has been spearheading the Bill. We will continue to stay briefed on this issue and see how it progresses through the Legislature. We may need to incorporate local By-Laws or improve upon our pre-planning in the future with regards to this issue.

Another issue to focus on is the current review of the Fire Protection and Prevention Act by the Provincial government. They are looking at modernizing the Act and changing some of the ways fire departments do business. One key issue is the mandatory certification of firefighters and officers. This would require all future personnel to be certified by the applicable NFPA standard as recognized by the Province. We will keep an eye on the progression of these talks and may have to revamp our training program within the department.

Finally, decontamination in the fire service is a hot topic. It includes decontamination at the scene as well as back at the Station. We have been watching the changing guidelines for some time and are preparing for possible future upgrades. This could include an upgrade to both the Palmerston and Clifford Station buildings. A main focus of our renovation to the Harriston Station was the separate bunker gear room. We may need to look at completing this as well at the other 2 Stations. Clifford would be first, as we need washroom upgrades and classroom upgrades. Palmerston will be in the future, probably out of the scope of this plan.

Also included in the decontamination guidelines will be diesel extraction equipment and bunker gear cleaning solutions. The process has already been started by the joint purchase of a washing machine extractor with Mapleton Fire. We both have seen success in being able to wash our own gear and not have to continually send it away to be cleaned.

Summary of Recommendations

| Recommendation | Category | Implementation |
|---|-------------------|----------------|
| THAT a change in compensation be explored to better reflect the new wages landscape | Admin | |
| THAT a change in organization structure be explored as demands change in the fire service | Admin | |
| THAT various division operation be revamped to become more effective at involving more members | Admin | |
| THAT a mechanism to update all firefighters on a monthly basis is established | Admin | |
| THAT the investigation of full dispatch through Guelph is explored | Communication | |
| THAT MFD partner with Public Works to install generator backup at the two paging sites | Communication | |
| THAT a social committee, consisting of the association presidents, is formed to meet on an as needed basis to increase engagement at firefighter events throughout the department | Culture | |
| THAT the newly formed social committee works together to develop family activities for fire departments to build upon the family culture | Culture | |
| THAT each association establish consistent nominations procedures for each association executive | Culture | |
| THAT initiatives for spousal engagement be increased | Culture | |
| THAT the capital purchasing plan continue to be followed | Equipment | |
| THAT fire prevention partnerships inside & outside the County of Wellington are explored | Fire prevention | |
| THAT the risk assessment be updated | Fire prevention | |
| THAT a pre-planning task force & guideline is established | Fire Suppression | |
| THAT response capabilities are enhanced for certain time periods based on research completed by Administration Staff | Fire Suppression | |
| THAT preplanning be increased on higher risk buildings | Fire suppression | |
| THAT decontamination procedures be reevaluated, redeveloped and implemented in accordance to Section 21. | Health & Wellness | |
| THAT the PTSD plan & Firefighter debriefing plans be implemented & further developed | Health & wellness | |
| THAT the idea of a firefighter gym cooperative be explored | Health & Wellness | |
| THAT the use of technology on the firetrucks and in the firehalls be reevaluated | IT | |
| THAT the standard operating guideline for documentation and record keeping be updated to better capture current municipal standards | IT | |
| THAT the MFD Cares structure & organization be established | MFD Cares | |
| THAT a smoke alarm program targeting seniors is developed and implemented | Public Education | |
| THAT the public education portfolio be rejuvenated | Public Education | |
| THAT current training programs in relation to a succession strategy be reevaluated | Training | |
| THAT a leadership program is created to encourage firefighter | Training | |

| | | |
|--|----------|--|
| advancement up the ranks | | |
| THAT the building of a training centre be explored | Training | |
| THAT the number of three station practices increase | Training | |
| THAT a designated training weekend with multiple topics is explored | Training | |
| THAT an increase in support for Training Officers be considered in the medium term | Training | |

Appendices

APPENDIX “A”

SWOT ANALYSIS

Administration

Strengths

- Members of the administration team work diligently to operate on a lean budget
- Firefighters respect department leaders
- Operations completed efficiently

Opportunities

- Partnerships with other Departments
- Partnerships with Community Organizations

Weaknesses

- Staff resources are sparse
- Communication among all divisions
- Lack of succession planning

Threats

- Work / Life Balance
- Increasing standards & regulations
- Becoming Stale
- Increase in minimum wage
- Budget constraints

Communication

Strengths

- One main dispatch centre
- Direct communication with Guelph & other FD on the same system

Opportunities

- Full dispatch through Guelph

Weaknesses

- Record keeping resources are low
- Neither paging sites have generator back up
- No way of talking to OPP or Ambulance
- interoperability between departments

Threats

- pagers becoming obsolete

Information Technology & Infrastructure

Strengths

- Operating on lean network

Opportunities

- New technologies that help to automate processes

Weaknesses

- Electronic filing system has no standard
- SOG's do not reflect the municipal standard

Threats

- Equipment failure: proper maintenance mitigates this risk

Public Education

Strengths

- Current programming is successful

Opportunities

- County Wide Partnerships
- Business Community Partnerships

Weaknesses

- Limited staff time
- Programs not reflective of the demographics in Minto
- Budget Constraints

Threats

- None identified

Training

Strengths:

- All training across all stations is identical

Weaknesses:

- Staff resources
- Teaching resources – lack of props and proper training grounds

- Lack of joint training sessions among stations
- Leadership training opportunities

Opportunities

- Building a training centre
- Increasing 3 station practices
- Increasing mutual aid partner training sessions
- Increasing leadership training opportunities

Threats

- An increase in tasks for training officers may result in a need to increase staff in that division

Fire Suppression & Emergency Response

Strengths

- Three stations working together

Weaknesses

- Manpower response during the day

Opportunities

- Preplanning on high risk buildings

Threats

- New rules & regulations

APPENDIX “B”

Replacement Items – Major Costs

| HELMETS | | | | | | | |
|---------|--|----------|------|------|-------|----|-------|
| YEAR | | QUANTITY | | | PRICE | | |
| | | CLIFF | HARR | PALM | | | |
| 2018 | | 10 | 11 | 10 | TOTAL | 31 | 15500 |
| 2019 | | 0 | 0 | 6 | TOTAL | 6 | 3000 |
| 2020 | | 2 | 2 | 1 | TOTAL | 5 | 2500 |
| 2021 | | 0 | 2 | 2 | TOTAL | 4 | 2000 |
| 2023 | | 0 | 1 | 0 | TOTAL | 1 | 500 |
| | | | | | | 47 | 23500 |

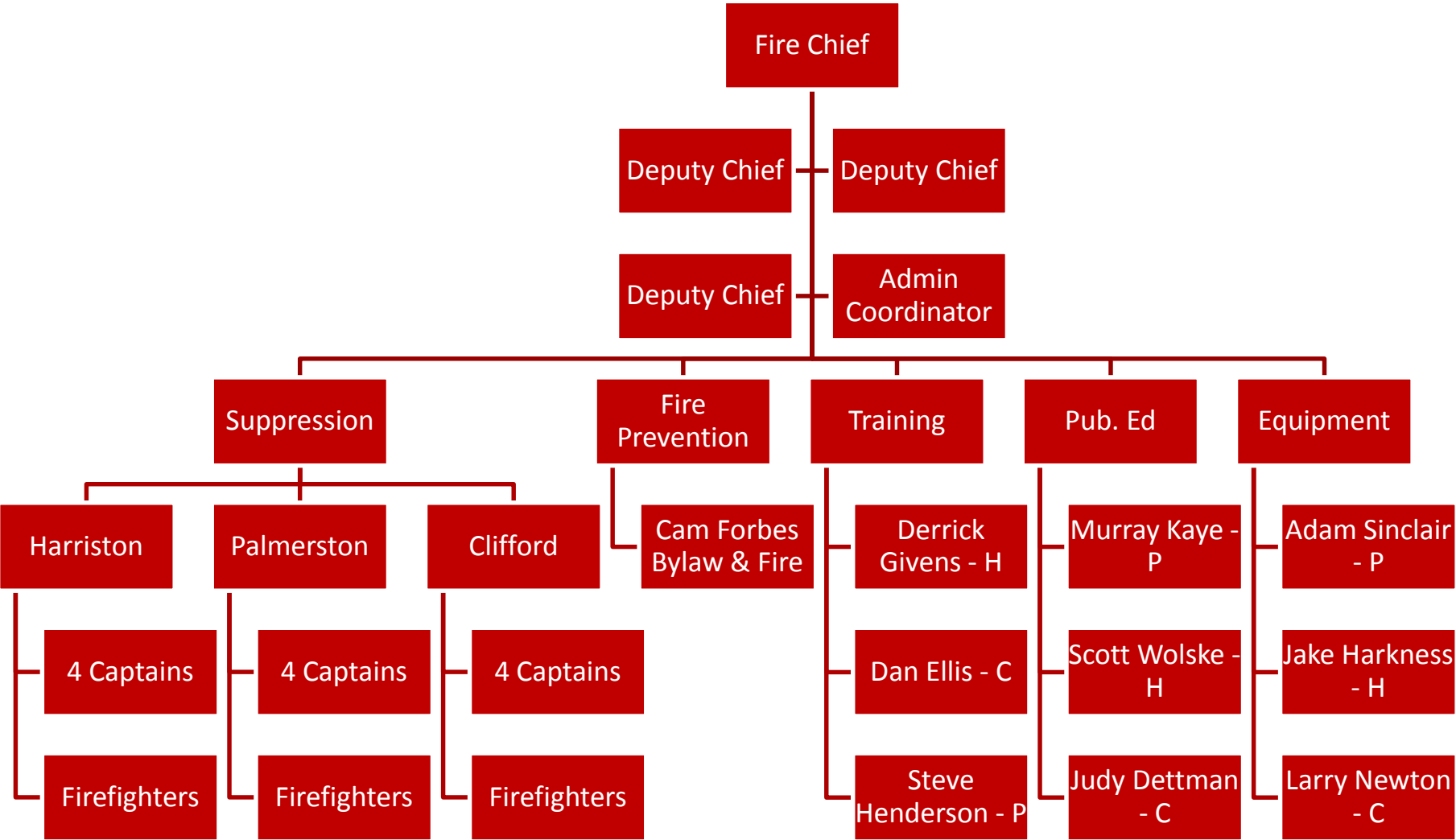
| BOOTS | | | | | | | |
|-------|--|----------|------|------|-------|----|------|
| YEAR | | QUANTITY | | | PRICE | | |
| | | CLIFF | HARR | PALM | | | |
| 2018 | | 1 | 2 | 5 | TOTAL | 8 | 2000 |
| 2019 | | 5 | 5 | 6 | TOTAL | 16 | 4000 |
| 2020 | | 0 | 1 | 0 | TOTAL | 1 | 250 |
| 2021 | | 2 | 3 | 2 | TOTAL | 7 | 1750 |
| | | | | | | 32 | 8000 |

| BUNKER GEAR | | | | | | |
|--------------------|----------|---|---|-------|----|-------|
| YEAR | QUANTITY | | | PRICE | | |
| 2018 | 2 | 3 | 3 | TOTAL | 8 | 9600 |
| 2019 | 2 | 5 | 4 | TOTAL | 11 | 13200 |
| 2020 | 3 | 3 | 2 | TOTAL | 8 | 9600 |
| 2022 | 4 | 1 | 0 | TOTAL | 5 | 6000 |
| | | | | | 32 | 38400 |

| Replacement Year | Station | Vehicle Type | Retired Unit | Estimated Cost | Yearly Contribution | Reserves |
|------------------|--|--------------|--------------|----------------|---------------------|---------------|
| 2006 | Harriston | Aerial | 114 | \$85,000.00 | \$120,000.00 | |
| 2007 | Palmerston | Rescue | 105 | \$200,000 | \$ 120,000.00 | \$310,501.55 |
| 2008 | | | | | \$ 120,000.00 | \$ 444,595.73 |
| 2009 | Borrowed Amount | | | \$50,000 | \$ 120,000.00 | \$ 543,505.73 |
| 2010 | SCBA Borrowing & Clifford Pumper Payment | | | \$380,000 | \$ 155,000.00 | \$ 326,337.52 |
| 2011 | Clifford | Pumper | 141 | \$200,000 | \$120,000.00 | \$ 222,255.01 |
| 2012 | | | | | \$ - | \$222,255.01 |
| 2013 | Minto | Tanker | 148 | \$215,000.00 | \$ - | \$ 7,255.01 |
| 2014 | | | | | \$ 192,850.00 | \$ 200,105.01 |
| 2015 | | | | | \$206,000.00 | \$ 174,027.85 |
| 2016 | Minto | Tanker | 107 | \$ 220,000.00 | \$ 206,000.00 | \$ 160,027.85 |
| 2017 | Adjustment Made to reserves | | | | \$ 206,000.00 | \$ 41,652.00 |
| 2018 | | | | | \$ 222,000.00 | \$ 263,652.00 |
| 2019 | Palmerston | Pumper | 100 | \$ 450,000.00 | \$ 222,000.00 | \$ 35,652.00 |
| 2020 | | | | \$ 40,000.00 | \$ 222,000.00 | \$ 217,652.00 |
| 2021 | Minto | Tanker | 117 | \$ 300,000.00 | \$ 222,000.00 | \$ 139,652.00 |
| 2022 | | | | | \$ 222,000.00 | \$ 361,652.00 |
| 2023 | Harriston | Tanker | 110 | \$ 300,000.00 | \$ 222,000.00 | \$ 283,652.00 |
| 2024 | | Pumper | | \$ 500,000.00 | \$ 222,000.00 | \$ 5,652.00 |
| 2025 | | | | \$ 125,000.00 | \$ 222,000.00 | \$ 102,652.00 |
| 2026 | | | | \$ 125,000.00 | \$ 222,000.00 | \$ 199,652.00 |

Apparatus Replacement Financing Program

Organization Structure



Two Station Response Guideline

PURPOSE: To implement a standard procedure for an automatic two-station response to ensure proper staffing levels at structure fires.

SCOPE: This guideline is to be followed by all members of the department.

Structural firefighting including rescue is a core service delivered by the department. The Fire Chief has an obligation to delivery this service properly, safely and sufficiently staffed as per PFSG #04-08A-03 and as per other applicable legislation and codes.

PFSG #04-08A-03 states fire ground operations are time critical. 10 firefighters in 10 minutes from the time the department receives the call, is the optimal staffing level required for delivering this service.

It may be necessary to dispatch 2 stations within the Town of Minto to achieve this staffing level.

This is in part due to the possibility of low staffing levels at any of the 3 stations.

NOTE: Although the time of day may dictate the staffing levels available in each station (sufficient or insufficient), the only way to ensure that proper levels are achieved is by a 2-station response.

PROCEDURE: Upon receiving a report of a structure fire, the department’s dispatch service (Guelph Dispatch) will set off two tones, one for the normally responding station (as per response area maps) and one for the backup station according to the attached spreadsheet, then a voice message giving the appropriate response information.

The objective of this guideline is to reduce the time it would take for the initial firefighters to respond to the station, determine staffing levels and then advise the dispatch service to tone a second station.

This guideline will also assist the Fire Chief to ensure the proper staffing levels are attained as set out in PFSG #04-08A-03 and to ensure firefighter safety and community fire protection is not compromised.

This procedure shall be followed for every structure fire or possible structure fire. It will be up to the Dispatcher's discretion if the call fits into this protocol. The responding Incident Commander also has the option of immediately requesting for the second station to respond at his/her discretion.

The station responding to assist the first station will after stating on air that they are responding as per SOG 208, will maintain radio silence unless absolutely necessary to speak on air. Before departing the station, they should ensure they know the directions of travel. This will allow the Incident Commander to complete a proper size up and incident action plan. It will be the responsibility of the Incident Commander to contact the responding station and inform them of their responsibilities upon arrival.

REFERENCES: **Public Fire Safety Guideline #04-08A-03 Optimizing Rural Emergency Response**
 Public Fire Safety Guideline #04-08-12 Staffing-Single Family Dwellings
 Public Fire Safety Guideline #04-03A-12 Volunteer Firefighter Staffing

THE END.



TOWN OF MINTO

DATE: October 17, 2017

REPORT TO: Mayor and Council

FROM: Cam Forbes, By-law Enforcement Officer

SUBJECT: Building Numbering By-law

STRATEGIC PLAN:

Protect the health and safety of the community and citizens, business and the environment, by supporting a quality Volunteer Fire Department, emergency preparedness, and access to health care, prevention and wellness opportunities.

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

BACKGROUND:

A proposed by-law requiring display of a municipal address was created at the request of different emergency services to help enhance response times. It requires each building to have a visible address and apartments within a building to be identified by a number or letter. There are standards for the size of exterior and interior identifiers

- Numbers shall be no smaller than 10cm (4in)
- Must be kept unobstructed and visible
- Must be in numerical form, not written
- Buildings with more than one unit shall display the address and display a number or a letter on each unit
- Apartment buildings shall display one address and display a number or letter on each apartment unit
- Buildings that are more than 30m (100ft) from the road is visually obscured from the highway will be required to display the address on a post at the front of the property by the driveway leading to the structure

This by-law would require that all properties within the Town of Minto that contain a residence, place of business or permanent structure, shall display an address. This will include all facilities (pools, community centres, pumping stations, hydro stations, parks, etc.) for private or public use will also be required to display an address. Standard 911 signs on rural properties meet the standard and the bylaw will require maintenance by landowners.

COMMENTS:

Most often emergency responders find a property easily but in some cases poor or inadequately addressed buildings can be missed. Standardized address numbers make

sure first responders get to those in need as quickly as possible. Delays of a few minutes are to be avoided wherever possible. It is common for municipalities to have standards in place for the reasons stated. Upon passing the by-law staff will work with landowners to make sure proper addresses are in place. Standards will be provided on Minto Fire and Town websites.

FINANCIAL CONSIDERATIONS:

There should be no cost associated with this by-law. Any cost for enforcement will be assigned to the property owner through municipal taxes

RECOMMENDATION:

That Council receives the By-law Enforcement Officer's October 17, 2017 report regarding the Building Numbering By-law, and considers the By-Law in open session.

Cam Forbes
By-Law Enforcement Officer

Building Department Monthly Review



September 2017



September 2017/2016 Permit Activity

- Construction activity continues to be strong.
- September – 27 Permits issued resulting in \$3.9 Million constructed value vs. 20 Permits in 2016 worth \$2.1 Million

| PERMIT TYPE | 2017 | | 2016 | |
|-----------------------------------|----------------|------------------|----------------|------------------|
| | PERMITS ISSUED | DOLLAR VALUE | PERMITS ISSUED | DOLLAR VALUE |
| Single Family Dwelling | 1 | \$ 320,000.00 | 3 | \$ 1,029,000.00 |
| Multiple Family Dwelling | 0 | - | 0 | - |
| Accessory Apartments | 0 | - | 0 | - |
| Residential Additions/Renovations | 3 | 73,000.00 | 2 | 108,000.00 |
| Residential Accessory Structures | 3 | 133,000.00 | 5 | 121,000.00 |
| Residential Pool Enclosures/Decks | 6 | 39,000.00 | 1 | 8,000.00 |
| Commercial Permits | 2 | 7,000.00 | 1 | 400,000.00 |
| Industrial | 2 | 2,400,000.00 | 0 | - |
| Institutional | 1 | 600,000.00 | 0 | - |
| Agricultural | 6 | 249,000.00 | 6 | 396,000.00 |
| Sewage Systems | 3 | 35,000.00 | 2 | 19,000.00 |
| Demolitions | 0 | - | 0 | - |
| Monthly Total | 27 | \$ 3,856,000.00 | 20 | \$ 2,081,000.00 |
| Total Year to Date | 186 | \$ 25,490,000.00 | 170 | \$ 13,836,000.00 |



Year To Date 2017/2016 Permit Activity

- Year to Date - 18 Permits resulting in \$25.3 Million constructed value vs. 170 Permits in 2016 worth \$13.8 Million

| PERMIT TYPE | 2017 | | 2016 | |
|-----------------------------------|----------------|------------------|----------------|------------------|
| | PERMITS ISSUED | DOLLAR VALUE | PERMITS ISSUED | DOLLAR VALUE |
| Single Family Dwelling | 23 | \$ 6,895,000.00 | 21 | \$ 6,189,000.00 |
| Multiple Family Dwelling | 10 | \$ 5,785,000.00 | 3 | \$ 900,000.00 |
| Accessory Apartments | 0 | \$ - | 1 | \$ 40,000.00 |
| Residential Additions/Renovations | 28 | \$ 1,323,000.00 | 25 | \$ 1,385,000.00 |
| Residential Accessory Structures | 19 | \$ 534,000.00 | 30 | \$ 457,000.00 |
| Residential Pool Enclosures/Decks | 33 | \$ 142,000.00 | 31 | \$ 285,000.00 |
| Commercial Permits | 5 | \$ 197,000.00 | 2 | \$ 600,000.00 |
| Industrial | 15 | \$ 5,000,000.00 | 5 | \$ 700,000.00 |
| Institutional | 5 | \$ 982,000.00 | 4 | \$ 665,000.00 |
| Agricultural | 29 | \$ 4,434,000.00 | 32 | \$ 2,478,000.00 |
| Sewage Systems | 14 | \$ 146,000.00 | 12 | \$ 114,000.00 |
| Demolitions | 5 | \$ 52,000.00 | 4 | \$ 23,000.00 |
| Total | 186 | \$ 25,490,000.00 | 170 | \$ 13,836,000.00 |

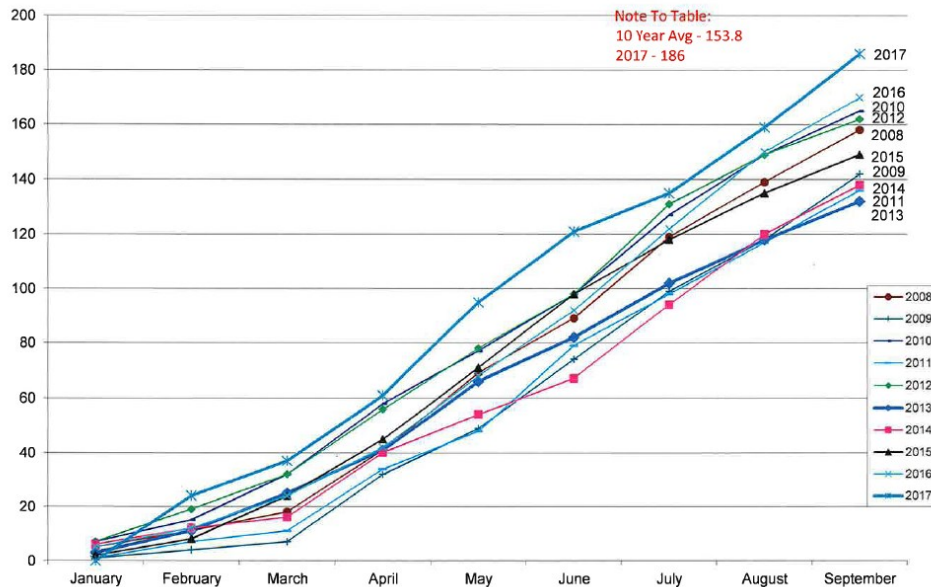
September's Highlights

- **Highlights include:**
 - **1 new Single Family Dwelling (rural) and 2 new Industrial Buildings (Harriston and Rural), Solar Array (Palmerston Arena), and 6 Ag Permits**
 - **Permits have been issued for 51 new Residential Units (normal year realizes between 25-30 new units)**



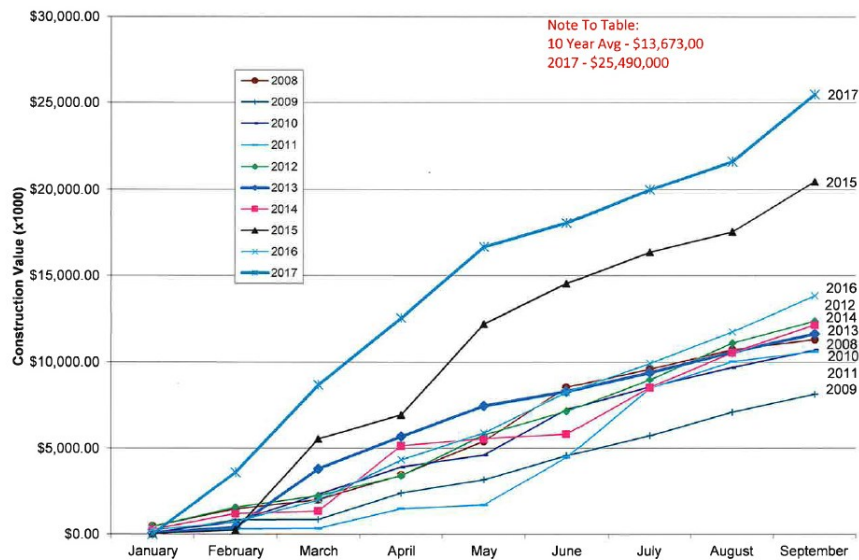
10 Year Permit Numbers

- 10 Year Average – 153.8
- Year To Date – 186



10 Year Construction Value

- 10 Year Average - \$13,673,000
- Year To Date - \$25,324,000



Questions/Comments



**TOWN OF MINTO**

DATE: October 13, 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 October 13, 2017

| | |
|-----------------------|---------------|
| Administration | \$ 122,961.10 |
| People & Property | |
| Health & Safety | |
| Health Services | |
| Building | |
| Economic Development | 28,464.89 |
| Incubator | 2,696.28 |
| Tourism | |
| Fire | 6,719.06 |
| Drains | 11,882.53 |
| Roads | 198,087.28 |
| Cemetery | 5,392.93 |
| Waste Water | 27,716.35 |
| Streetlights | 9,645.58 |
| Water | 11,487.82 |
| Town Landscaping Care | |
| Recreation | 2,192.32 |
| Clifford | 4,317.31 |
| Harriston | 9,678.03 |
| Palmerston | 19,130.55 |
| Norgan | 5,985.11 |
| <hr/> | |
| | \$ 466,357.14 |

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 October 13th regarding Approval of Accounts, and approves the Town of Minto accounts by Department for September 2017.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: October 10, 2017
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: Municipal Disaster Recovery Assistance Program (MDRA)

STRATEGIC PLAN:

- 5.1 Actively seek out Federal and Provincial grants and revenue-sharing programs, and promote sustainable and equitable funding programs that require a minimal amount of reporting and promote local autonomy.
- 5.3 Ensure financial plans to include a blend of capital financing methods including long-term debt, user fees, grants, internal reserves and taxation, and maintain reserves to the point where Minto reduces reliance on borrowing or tax increases to finance major capital expenditures.

BACKGROUND

The Town of Minto suffered severe damage to both municipal and private property due to the flood which occurred in Harriston and area on June 23, 2017. This damage was well documented in previous presentations to Council. The Province has replaced the former Ontario Disaster Relief Assistance Program (ODRAP) with the Municipal Disaster Recovery Assistance (MDRA) program. Under the guidelines, a municipality must incur three per cent of its Own Purpose Taxation Levy as reported on the most recent Financial Information Return. In the case of the Town of Minto, this amount is 3% of \$4,779,094 or \$143,373. If the three per cent threshold is met, the MDRA program will fund 75% of cost up to the threshold amount and 95% of costs in excess of this amount. This amount must be over and above those costs covered by property insurance and the related insurance deductibles are not eligible expenses. There are strict criteria as to what constitutes an eligible expense. The local municipality funds the remaining portions plus any ineligible costs.

COMMENTS

Town of Minto staff and engineers estimate that we will exceed the three per cent threshold amount. Therefore, we wish to proceed with the application which is due no later than one hundred and twenty days after the disaster, which works out to October 23, 2017. A formal request to the Province by the Municipal Council is required to initiate a submission under the MDRA program.

FINANCIAL CONSIDERATIONS:

As outlined above, if accepted under the program, the Town would be eligible for a considerable cost recovery of the uninsured flood related expenses. For example, if actual

eligible costs were \$160,000, The Town would receive $\$143,373 \times 75\% = \$107,530 + (\$160,000 - \$143,373) \times 95\% = \$15,795$ for a total of \$123,325 in funding.

RECOMMENDATION:

That Council receives the October 10, 2017 report from the Treasurer and considers passing the following motion:

Whereas the Town of Minto recently experienced a flood on June 23, 2017 and has experienced incremental operating and capital costs, the Council of the Town of Minto hereby requests the Minister of Municipal Affairs to activate the Municipal Disaster Recovery Assistance program.

Further that Gordon Duff, Treasurer/Deputy CAO is given delegated authority to verify and attest to the accuracy of the attached claim.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: October 12, 2017

REPORT TO: Mayor and Council

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

SUBJECT: Agreement of Purchase and Sale E. Dennison Contracting Ltd. Town Gravel Pit 12th Line

STRATEGIC PLAN:

5.5 Pursue, develop and encourage public private partnerships that are fiscally responsible, transparent and mutually beneficial including sponsorships. Establish and maintain appropriate relationships with private business.

BACKGROUND

The Town owns a gravel pit on the 12th Line shown on the map below with 8 hectares of extraction area of the 9.85 hectare property. The Town's licence to operate was issued by the Ministry of Natural Resources in 1991. According to the report submitted with the offer the pit is licensed for 40,000 tonnes and is nearing the end of its capacity.



Earlier this summer the Roads and Drainage Foreman was approached by John Dennison who showed interest in purchasing the Town's pit. On August 30 the C.A.O. Clerk and Roads and Drainage Foreman met with Mr. Dennison to discuss the concept of a sale and what process might apply. Staff supplied the Town license and other file information so Mr. Dennison could research terms and if interested submit an offer. During the August 30

meeting Mr. Dennison wanted to make sure the offer he made was fair and he has outlined his family interest in an adjacent lot to the west owned by Brubacher.

An offer was considered in closed session October 3 and Council gave direction to the Mayor and C.A.O. Clerk to sign once reviewed by Town legal counsel and including conditions related to the Town's disposition of property bylaw and clarification of post closure cost and obligations after transfer.

Under the Town's disposition of property by-law before selling the lands the Town would need to declare the property surplus, give notice of its intention to sell the lands and have the property appraised. The purpose of this report is to have Council consider whether the lands are surplus to the needs of the Town, and if appropriate provide direction to proceed to give notice and obtain a valuation of the land.

COMMENTS

The offer received has the following terms:

- \$250,000 purchase price with \$25,000 deposit
- Transaction to be completed November 24
- No warranty as to future use by buyer or seller
- Lands purchased "as is"; Town to sign all documents to transfer the Class A License under the Aggregate Resources Act
- Town to comply with disposition of property bylaw
- Purchaser assumes all post closure liabilities once license is transferred

Staff reviewed the offer with legal counsel before signing it back to the purchaser following the last closed session. Appropriate conditions are included and have been accepted by the purchaser. Upon transfer the Town will have no future liability regarding restoration requirements of the property once the license is transferred. The Town will want to make sure there are sufficient funds in place so that the purchaser, or heirs and successors, pay for required restoration under the Aggregate Resources Act. With such a sale the purchaser immediately assumes payment of municipal taxes.

The Town has not used the pit for taking material in a few years. The Roads and Drainage Foreman advises that by the time staff prepare for excavating material it is more cost effective to purchase gravel from one of the many suppliers in the area. Staff believes there is not much additional material remaining in the pit, and the purchaser has had his own consultant assess the supply that might remain. There is some sand available and the value in the purchase may be to expand to abutting lands through the Aggregate Resources Act. If this is to occur the purchaser would be responsible for working through that process.

Public Works staff and Department Heads have discussed the possible sale with Triton Engineering and legal counsel, and while there is an asset of some value it has not had

significant use in several years. The loss of the asset needs to be balanced against the benefit of the proceeds from the sale and transfer of cost and liability to a private owner with experience in the aggregate business.

FINANCIAL CONSIDERATIONS:

Subject to an appraisal the Town finds the \$250,000 purchase price reasonable. The Town has on reserve \$368,000 for future rehabilitation requirements. If sold the Town could redirect the reserve and purchase price (\$618,000) to other initiatives once the land is sold and the license is transferred to the purchaser with all remediation responsibilities.

RECOMMENDATION:

That Council receives the report from the C.A.O. Clerk dated October 12, 2017 regarding Agreement of Purchase and Sale E. Dennison Contracting Ltd. Town Gravel Pit 12th Line, that the lands be declared surplus to the needs of the Town of Minto, and that staff proceed to issue notice and obtain a valuation of the lands so as to comply with the Town's disposition of property by-law.

Bill White, C.A.O. Clerk



TOWN OF MINTO

DATE: October 13, 2017

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

SUBJECT: Clair Ridge Estates Request for Model Units

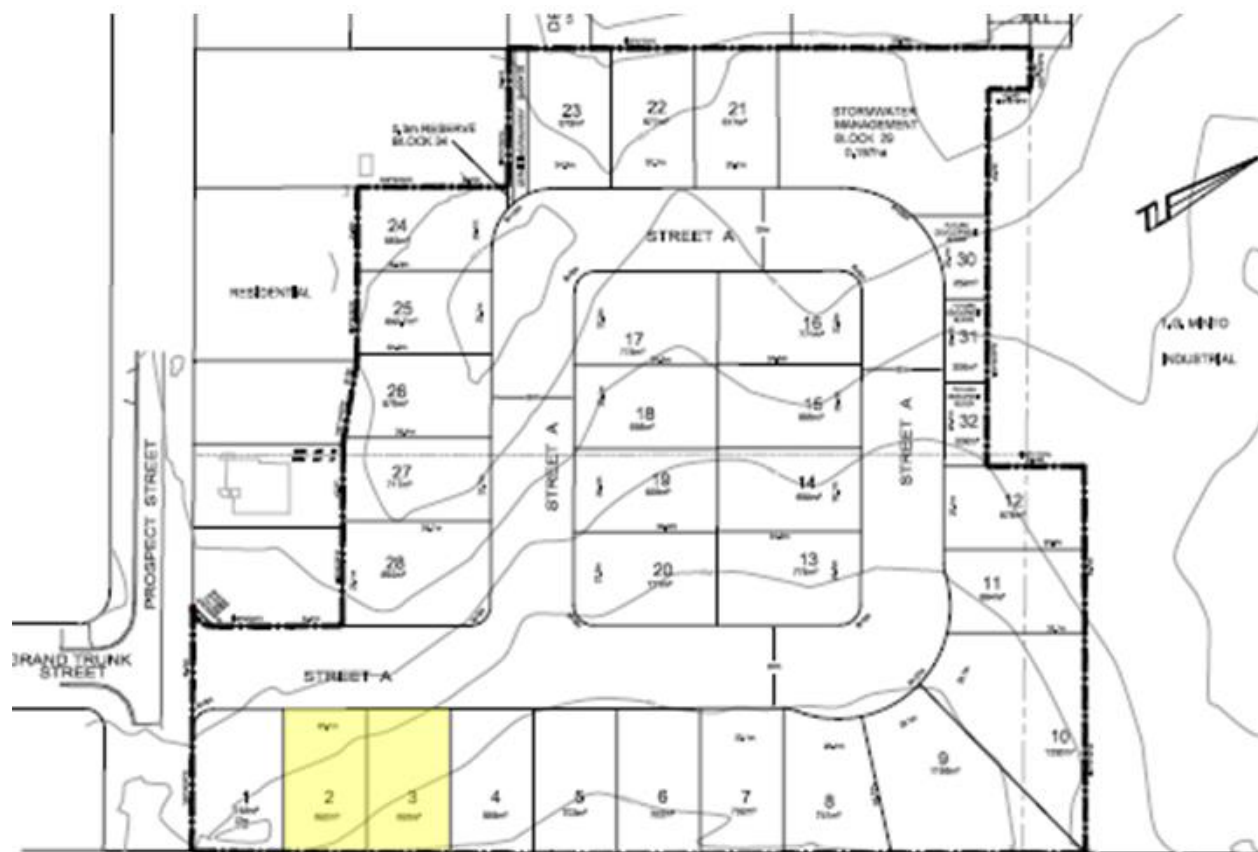
STRATEGIC PLAN:

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.

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

BACKGROUND:

The Town received the attached request to permit two model units to be constructed on proposed Lots 2 and 3 in the Clair Ridge Estates subdivision shown below.



The Town is in the process of signing a subdivision agreement to provide for construction of services for the interior street within the development. The model homes allow the developer to start construction on committed units before the County issues final approval

to allow the subdivision plan to be registered on title to legally create the lots. This creates a situation where up to three homes are located on one lot except that model homes cannot be occupied until the lots are legally created.

The attached model home agreement allows for the homes to be built without full connection to services so they are not habitable. The Developer will need to make sure the homes comply with setbacks, grading and other requirements so that when the draft plan is registered they can become part of the subdivision and can be habitable. A security of \$5,000 per model unit would be retained to remove or relocate the model homes if the draft plan is not final by May 1, 2018.

COMMENTS:

Staff is satisfied the model home agreement protects the Town's interest. As an added measure of protection the Town should require the securities for Phase 1 of the subdivision to be provided to the Town before the model homes go ahead. This provides added protection to the Town that progress towards final plan registration will be made. The adjacent drawing confirms more detailed design on home location and servicing is completed by Triton Engineer. This should ensure model homes are situated to comply with zoning, provide proper drainage and allow for access to sewer and water when available.

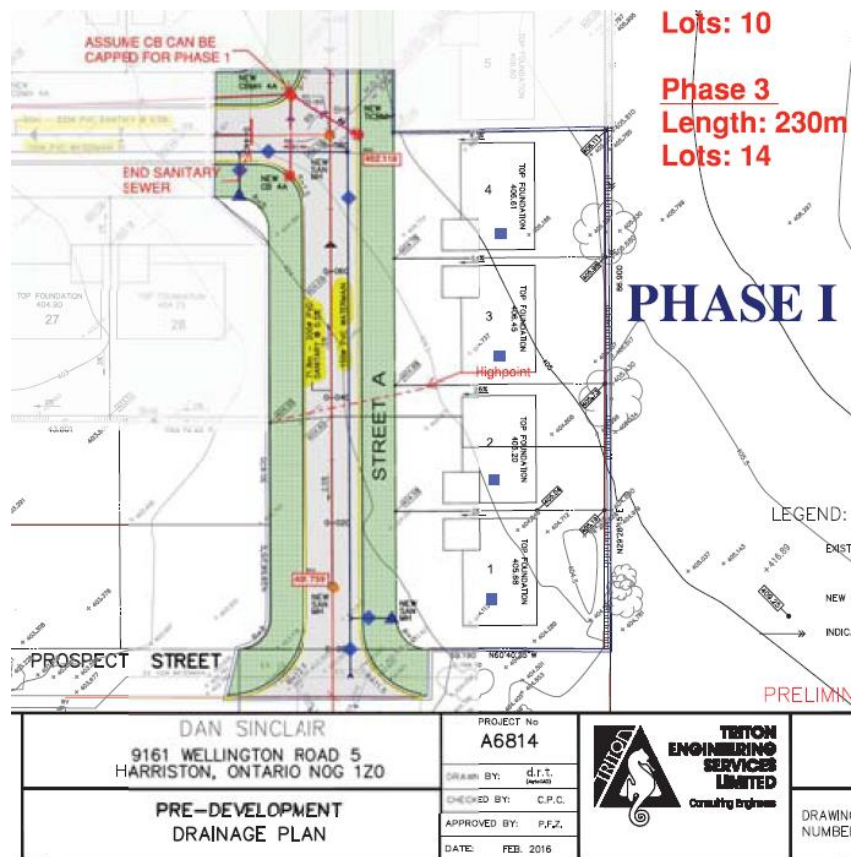
FINANCIAL CONSIDERATIONS:

The Town's financial interests are protected by the Model Home Agreement and proposed subdivision agreement.

RECOMMENDATION:

That Council receives the C.A.O. Clerk's October 13 2017 report Clair Ridge Estates Request for Model Units and approves two model homes on the subdivision subject to the Developer signing a model home agreement in the form attached to the October 13 staff report and providing security in the amount of \$5,000 per unit, signing the subdivision agreement with the Town, and providing the security required by the subdivision agreement for Phase 1 prior to a conditional building permit being issued by the Chief Building Official for the Town.

Bill White C.A.O. Clerk



THIS AGREEMENT made this 1st day of October 2017,
BETWEEN:

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

- and -

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

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

AND WHEREAS the Town is required to execute a subdivision agreement with the owner pursuant to a draft plan approval issued by the County of Wellington respecting the lands described in Schedule "A";

AND WHEREAS the Owner has applied to the Town for permission to erect model homes on the lands described in Schedule "A" prior to execution of a subdivision agreement with the Town and the request has been approved the Council of the Town of Minto subject to certain conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree one with the other as follows:

1. The lands affected by this agreement are as follows:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Minto, County of Wellington, and being composed of Part of Park Lots 16, 17 and 18 Western Canada Load and Savings Company Plan according to an unregistered Plan of Subdivision, as shown outlined in red on Schedule "A" attached hereto.

2. The Town hereby agrees to the erection, by the Owner, of two (2) Model Homes prior to registration of the Plan of Subdivision as shown as outlined in red on Schedule "A" attached hereto on proposed Lots 2 and 3.

3. The Owner covenants and agrees to construct the Model Homes in compliance with all applicable by-laws and/or regulations and to make the necessary application and to obtain conditional building permits prior to commencement of construction including excavations for foundations.
4. The Owner covenants and agrees to grade the lot(s) and establish finished floor elevations in accordance with the subdivision grading plans as approved by the Public Works Department in consultation with the registered professional consulting engineer for the Town and to provide temporary measures to accommodate drainage to the satisfaction of the Town's Chief Building Official.
5. The Owner covenants and agrees to provide adequate, properly signed, off-street parking on the site to the satisfaction of the Town.
6. The Town agrees that a conditional building permit will be issued upon compliance with the Ontario Building Code and all applicable laws and regulations and other requirements other than the registration of the Plan. A conditional permit will be issued by the Chief Building Official for the Town and the Owner covenants and agrees to register the Plan of Subdivision and thereafter obtain a completion permit as expeditiously as possible as or no later than May 1, 2018.
7. The Owner agrees that as part of the completion permit application, the Owner will provide a survey of the location of the proposed model homes to ensure zoning compliance with once the subdivision is registered and property boundaries created for Lots 2 and 3.
8. The Owner covenants and agrees that, in the event that it is found that a building has not been constructed in compliance with all applicable laws, regulations and other requirements following registration of the Plan of Subdivision (eg; zoning compliance), the Owner will immediately take steps to bring the said building into compliance. The Owner may have reasonable time where appropriate to pursue a Committee of Adjustment application or a Rezoning application.
9. If the application(s) noted in 8 above is not successful or not pursued to completion within a reasonable time, then the Owner covenants and agrees to redline the subdivision plan to accommodate compliance to the satisfaction of the Chief Building

Official or to demolish the non-complying building(s) at no cost to the Town.

10. If the Owner fails to redline the plans or to demolish the said building(s) within the above mentioned time limits, the Town, its employees, agents and/or contractors, may enter upon the lands and undertake the said demolition at the Owner's expense. The cost of such demolition may be deducted from the securities posted by the Owner pursuant to this agreement, and if the said securities are insufficient, the Owner will pay the balance outstanding to the Town forthwith upon receipt of an invoice from the Town.
11. The Owner hereby grants to the Town, its employees, agents and/or contractors permission to enter upon the lands for the purpose of carrying out the said demolition.
12. It is understood and agreed that the purpose of this agreement is to permit the Owner to erect two (2) Model Homes prior to registration of the Plan of Subdivision. The Owner further covenants and agrees that they will not permit occupancy of the said Model Homes until such time as the Plan is registered, the Owner has obtain a Completion Permit and satisfied the requirements for occupancy to the satisfaction of the Chief Building Official.
13. The number of Model Homes that can be erected shall be based on a maximum of two Model Homes for lands subject of the draft approved, residentially zoned land within the proposed Plan of Subdivision.
14. The Owner covenants and agrees submit to the Town, upon execution of this agreement, in a form satisfactory to the Treasurer for the Town, cash or an irrevocable letter of credit in an amount of \$5,000.00 per unit, to secure the obligations of the Owner under this agreement (four units equals \$20,000). It is understood and agreed that draws on the said letter of credit may be undertaken if such draws are deemed appropriate by the Chief Building Official.
15. The Owner shall and does hereby and at all times indemnify and save harmless the Town, its officers, employees, agents/contractors from and against all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this

agreement.

16. The Owner agrees to provide proof of public liability and property damage Insurance in the amount of \$5 million dollars to the satisfaction of the Town. The Town shall be named as added insured.
17. The Owner shall comply with all requirements of the County of Wellington including but not limited to conditions of draft plan approval for the subdivision and any other applicable requirements.
18. The Owner covenants and agrees to comply with all financial and other requirements of the Town's policies prior to the issuance of said conditional permit.
19. The Owner consents to the registration of this agreement on title to the subject lands if deemed necessary by the Town.
20. It is agreed that this agreement shall be binding upon the parties hereto and their respective executors, heirs, administrators, trustees, successors and assigns. Failure to comply with any section of this agreement will lead to the immediate revocation of the Conditional Permit.
21. The security in the amount of \$5,000 per unit or any remaining balance shall be returned to the Owner by the Town upon compliance with this agreement and upon release of a completion permit from the Chief Building Official for the Town.
22. The Owner agrees to comply with all terms and conditions of any applicable Financial Agreement with the Town of Minto, including the payment of any Capital provisions and Development Charges in effect at the time of issuance of a Conditional Permit.
23. The Owner acknowledges the Town is not responsible for maintaining any driveway access, roadway, water line, sewer line or any other infrastructure constructed to service any one or more of the model homes to be constructed by the Owner. The Owner further covenants and agrees as follows:

- (a) to maintain an access route to the Model Home construction site, capable of supporting firefighting equipment, that is free and clear of all construction debris and materials.
 - (b) to prohibit open air burning on the construction site.
 - (c) to immediately install a water meter on any waterline accessing the subject lands prior to using any water whatsoever and to pay upon billing all applicable charges for water and sewer use for any and all of the model homes.
 - (d) to keep a water supply for fire suppression purposes, to the satisfaction of the Towns Fire Chief, accessible and operational.
24. If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement and its application to any person or circumstances shall not be affected.
25. This Agreement shall be interpreted and governed by the laws of the Province of Ontario.
26. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

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

OWNERS

Witness:

Witness:

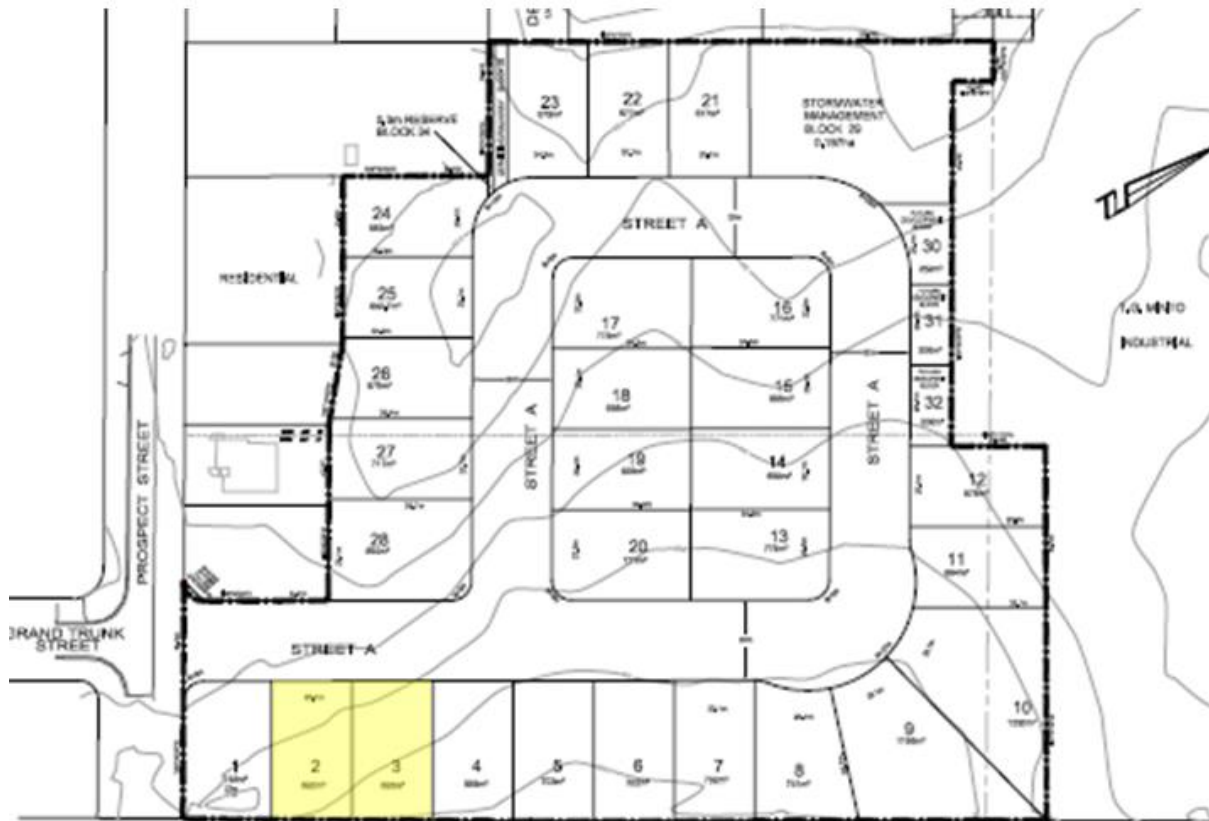
THE CORPORATION OF THE TOWN OF MINTO

By: _____
George Bridge, Mayor

By: _____
Bill White, C.A.O. Clerk

I/we have authority to bind the Corporation.

Schedule "A" –Draft Plan and Description of the Subject Property



OCTOBER 13, 2017

TO: TOWN OF MINTO COUNCIL

ATTN: MAYOR GEORGE BRIDGE / BILL WHITE

FROM: DAN SINCLAIR / CLAIR RIDGE ESTATES

(Model homes request to be built in new subdivision on Grand Trunk Street)

I am requesting to be allowed to build 2 model homes in Clair Ridge Subdivision in Palmerston at the end of Prospect street and Grand Trunk St. I would like to start the construction of them as soon as possible this fall if it is granted for me to proceed with these homes.

I have attached a map showing which 2 lots I would like to build these homes on in Phase 1 of my subdivision.

Thank you in advance for your consideration,

A handwritten signature in black ink, appearing to read 'Dan Sinclair', written over a horizontal line.

Dan Sinclair / Sinclair Construction

ASTRID J. CLOS
PLANNING CONSULTANTS
 423 WOODWICH STREET, SUITE 201
 GUELPH, ONTARIO
 Phone: (519) 838-7528 (888-PLAN)
 Fax: (519) 838-9888
 Email: ajc@ajcplanning.ca
 Web: www.ajcplanning.ca

DRAFT PLAN OF SUBDIVISION CLAIR RIDGE ESTATES

DATE: JULY 8, 2015
 PROJECT No. 1326
 DRAWN BY: C.J.S.
 SCALE: 1:600



KEY MAP NOT TO SCALE

LEGAL DESCRIPTION
 PART OF PARK LOTS 16, 17 AND 18
 WESTERN CANADA LOAN AND
 SAVINGS COMPANY PLAN
 GEORGE AND ANNE STANLEY
 TOWN OF MINTO
 COUNTY OF WELLINGTON

NOTES
 1. THIS PLAN WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEY ACT, R.S.O. 1990, CHAPTER S.5.
 2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLAN.
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLAN.
 4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLAN.
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLAN.

LAND USE SCHEDULE

| DESCRIPTION | LOTS/BLKS. | UNITS | AREA (ha.) |
|-----------------------------|------------|--------------|--------------|
| Single Detached Residential | 1-35 | 28 | 2.116 |
| Stormwater Management | 36 | - | 0.263 |
| Roads | - | - | 0.608 |
| TOTAL | 28 | 3.287 | 3.287 |

ADDITIONAL INFORMATION

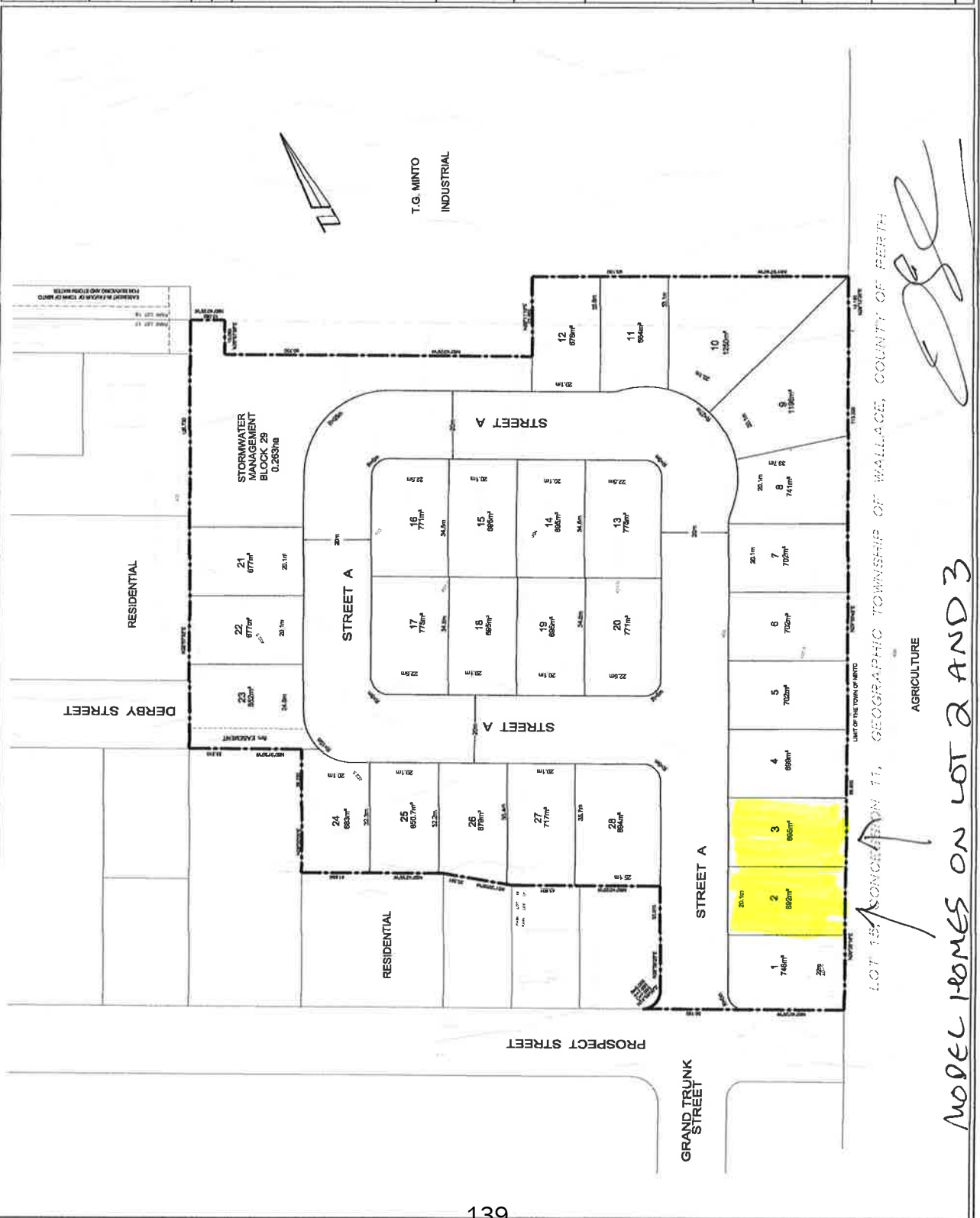
INFORMATION REQUIRED BY CHARTER 101, 102 AND 103 OF THE SURVEY ACT, R.S.O. 1990, CHAPTER S.5.

OWNER'S CERTIFICATE

I, THE UNDERSIGNED, HAVE CAUSED THIS PLAN TO BE PREPARED AND I HEREBY CERTIFY THAT IT IS TRUE AND CORRECT.

DATE: _____
 SURVEYOR'S CERTIFICATE
 I, THE UNDERSIGNED, HAVE CAUSED THIS PLAN TO BE PREPARED AND I HEREBY CERTIFY THAT IT IS TRUE AND CORRECT.

DATE: _____



LOT 15, CONCESSION 11, GEOGRAPHIC TOWNSHIP OF WALLACE, COUNTY OF PERTH

AGRICULTURE

MODEL HOMES ON LOT 2 AND 3

[Handwritten signature]



TOWN OF MINTO

DATE: October 13, 2017

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

SUBJECT: Subdivision Agreements for Execution

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.

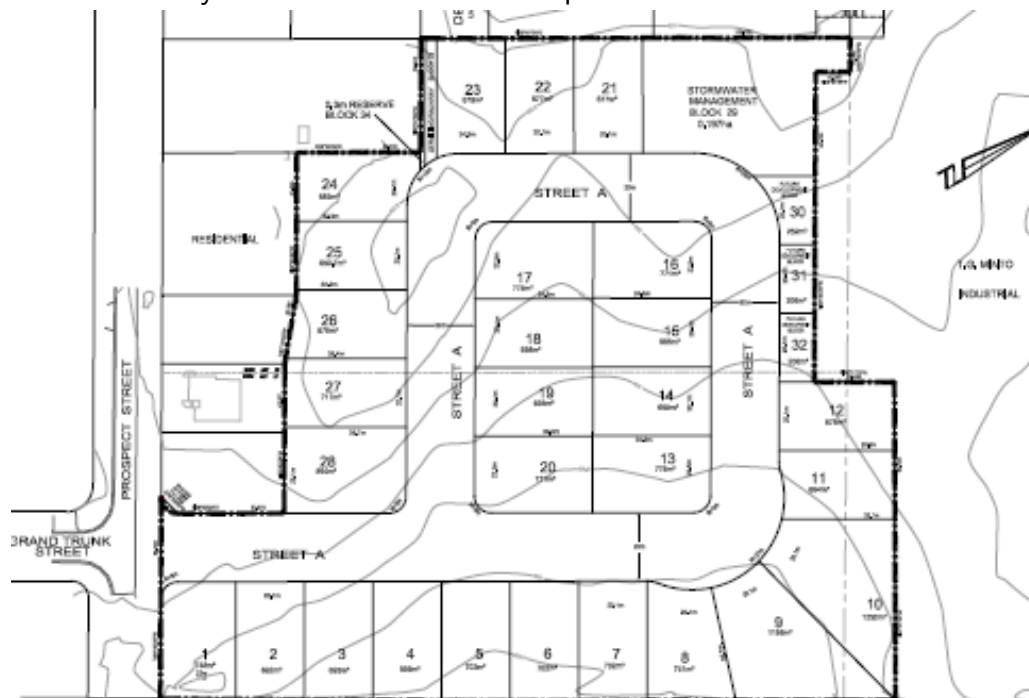
- 9.1 Establish and maintain streamlined planning approval processes that use innovative and cost effective tools to protect Town and public interest and ensure development proceeds quickly and affordably.

BACKGROUND:

At the September 5, 2017 Council meeting staff presented separate reports on the Clair Ridge Estate Subdivision off Prospect Street in Palmerston and the Creek Bank Meadows Subdivision proposed by First G. Capital off Main Street in Palmerston. Council is asked to pass By-laws 2017-083 and 2017-084 to authorize the Mayor and C.A.O. Clerk to sign the agreements (copies provided with each By-law). This report identifies notable matters in the agreement so that Council is aware of the Town's key commitments.

Clair Ridge Estates

The final subdivision layout based on Council's September 5 resolution is shown below.



The main change to the plan is that the Town does not retain a block in the subdivision for future access to the unopened section of Derby Street as per Council's direction. There will be a servicing easement over a meter wide strip beside Lot 23 (Section 30 and Schedule G).

This easement will not be available as a public walkway (Section 35.4). The developer does not want public access through the easement, and this is supported by some neighbours who own land abutting the road allowance. The Fire Chief and Chief Building Official are satisfied that the public walkway is not needed, and Triton Engineering has confirmed that proper servicing can be provided without public access.

The subdivision will have three Phases (Schedule D) as follows:

- Phase 1 Lots 1 through 4 (to be completed within one year)
- Phase 2 Lots 17 to 20, and Lots 23 through 28
- Phase 3 Lots 5 to 16 and Lots 21 and 22

The Developer will provide 100% of the security for each phase (Section 17) and the Town will periodically reduce the security upon receiving a progress payment certificate from the Town's consulting engineer (Triton). In no case will the Town ever have less than 10% of the security for any one phase of the development (Section 20). The Developer prefers this approach where 100% of the security is available to the Town in cash and through the consulting engineer payments are made directly to the contractor.

The agreement provides for \$15,000 payment of cash in lieu parkland (Schedule E). This is a negotiated amount calculated under the Planning Act based on 5% of the value of the land the day before draft plan of subdivision approval is given. These funds go directly into a parkland reserve. Under new provisions of the Planning Act the Treasurer is required to provide a statement as to the direction of the funds used in the Parkland Reserve.

The Developer has submitted a request to construct two model units on the property which will be dealt with under a separate report. The County advises a severance application has been submitted for Lot 1 of the subdivision and Town comments will be requested by Land Division Committee at a future meeting.

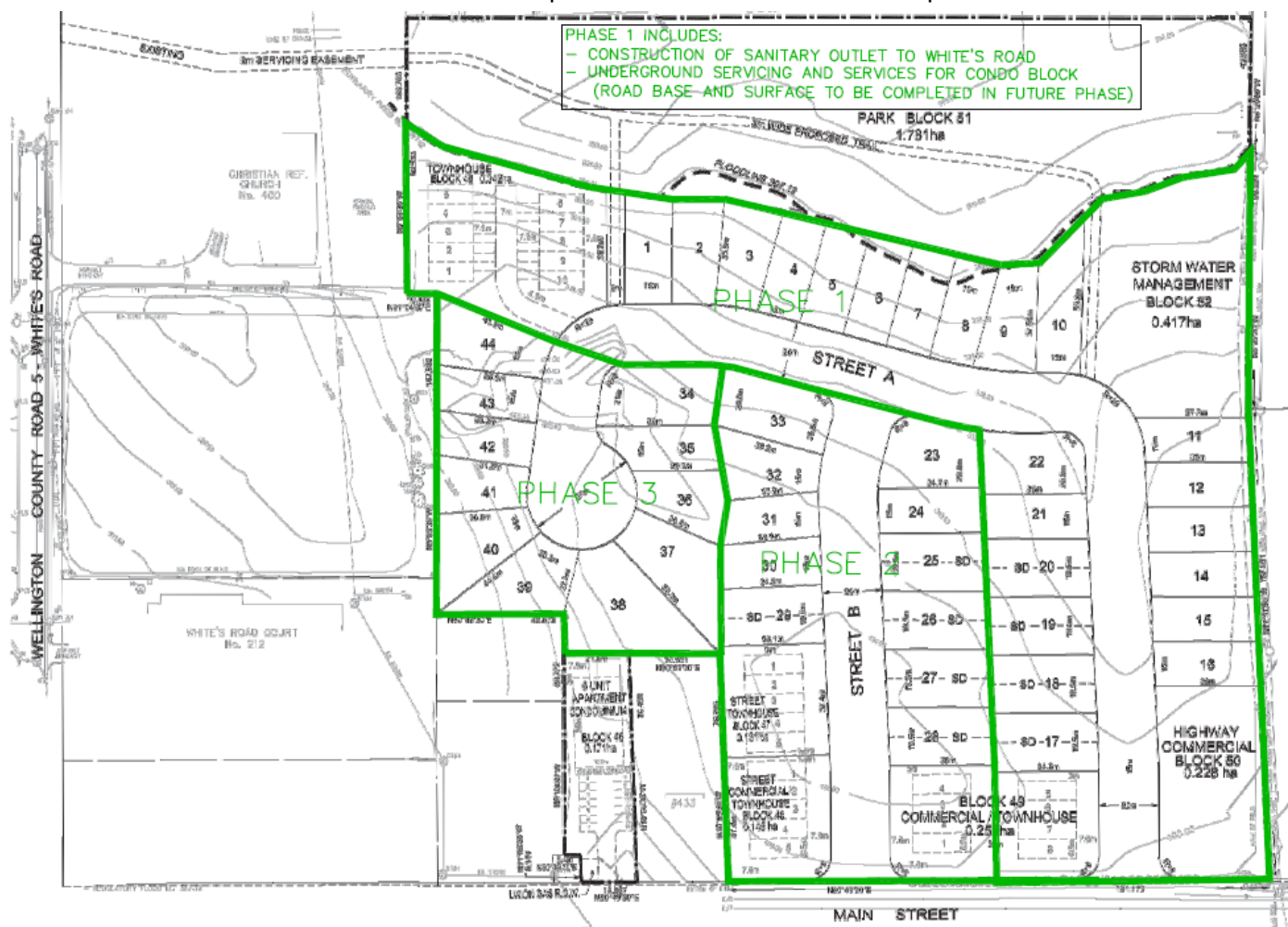
Creek Bank Meadows

The final subdivision layout on the following page has revised phasing based on discussions with the Developer. The proposed phasing (Schedule D) is as follows:

- Phase 1 Lots 1 through 22 Townhouse Block 43, Half Block 49
- Phase 2 Lots 23 through 33 Townhouse Block 47, Block 48, Half Block 49
- Phase 3 Lots 34 through 44

Under this subdivision agreement the Town agrees to construct a sidewalk on Main Street (Section 44) commencing from the "existing sidewalk to the west, easterly to connect to sidewalks proposed or completed within the subdivision at an appropriate time to be

determined by the parties and approved by Council”. While all or part of that sidewalk could be considered part of the work included in the subdivision, the Developer had requested the Town commit to this work in his request to Council considered September 5.



In the September 5 staff report a thorough review of each of the major sections of the subdivision agreement was provided along with analysis of the changes requested by the Developer. The key consideration was reducing the required security to 50% of the work within each respective phase of the subdivision. Staff worked out the wording of Sections 17 through 20 of the agreement to implement Council's resolution that 50% security be acceptable. Once 50% of the required work in any phase is finished, the Town will have no less than 110% of the cost of the remaining work in security (Section 20).

The Town may consent to building permits being issued when only a granular road base is installed (Section 41 f) as per the Developer's request. Normally a first lift of asphalt installed before permits are issued. This provides more flexibility depending on weather and timing of construction. The developer will provide a park Block 51 and construct a trail or walkway from White's Road through the Block to the new interior street (Section 35.4).

The Developer secured an arrangement with WrightHaven Homes of Fergus for Phase 1 of Creekbank Meadows www.wrighthavenhomes.com/creek-bank-meadows-palmerston.html

COMMENTS:

Staff is pleased to see both subdivisions proceed and appreciates the assistance of Triton Engineering in developing final wording of servicing and security sections of the agreements.

The arrangements on the security in both cases include flexibility that is beneficial to the interests of both developers while retaining reasonable protection for the Town. This approach may not be work for the Town in all future subdivisions. The situation is helped by the Developer's track record in the community and the fact that a common engineering consultant is being used by all three parties. The Town is likely to have further subdivision development in the coming year which will be brought forward on a "case by case" basis.

FINANCIAL CONSIDERATIONS:

The subdivision agreements provide for the Town's financial interests.

RECOMMENDATION:

That Council receives the C.A.O. Clerk's October 13, 2017 report Subdivision Agreements for Execution, and that Council approve By-law 2017-083 and 2017-084 in regular session authorizing execution by the Town.

Bill White C.A.O. Clerk



TOWN OF MINTO

DATE: October 13, 2017

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

SUBJECT: Minto Road Lift Station Palmerston Industrial Park

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

11.0 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:

In 2008 a Class Environmental Assessment was completed for the Palmerston Industrial Park. It provided for servicing Minto Road and a westerly roadway (now Frank Lambier Court) for future industrial development. Over the years the Town had attracted some business to the Industrial Park, but more recently interest peaked as smaller lots became available when the Town serviced Frank Lambier Court.

In 2016 the Town's 14 acre certified site was approved by the Province and has been marketed extensively through their program. A certified site is a "shovel" ready property upon which a private investor could safely rely that approvals would be streamlined and available. The map shows the lands and recent transactions in the Palmerston Industrial Park.

All the lots on Frank Lambier Court are now sold with development underway on two of the remaining four sites, and projects



pending very soon on the Devries and Habermehl lots. The Weale project is on-going, Shrimp Canada is nearing submission and Krosinski Enterprises has closed on their three acre medicinal cannabis site. The Tri-coat addition is close to completion.

By next spring only a few small lots on Noble Road, property at the north end of Minto Road and the certified site will be available for development. The Town has interest in these properties and could bring forward development proposals this fall. As a result Council will need to make an important infrastructure decision sooner than originally anticipated.

COMMENTS:

Council initiated secondary planning programs in Clifford and Palmerston in response to growth pressures being experienced in these areas. The Clifford secondary plan is needed given infrastructure improvements on Elora Street, but in Palmerston the need for a secondary plan relates to the current urban boundary, the need for industrial lands and future lots needed to meet residential growth targets.

Provincial legislation approved in July 2017 dramatically increased the planning approvals process for urban boundary expansions. Council was advised earlier this year that expanding the urban boundary in Palmerston can only occur through a comprehensive review during the County's five year official plan review. That means no urban boundary expansion is expected until 2019-20. The secondary planning process for Palmerston will tie into that County five year review.

It is now important that the lift station on Minto Road become a project for consideration in 2018-2019. The lift station is needed to service potential lots at the north end of Minto Road, the Shrimp Canada first right of refusal lands, and the Krosinski first right of refusal parcel. The lift station will be located so it can be expanded, if needed, to service lands east and west of Minto Road once added to the urban boundary of Palmerston. Council's direction is requested so Triton Engineering can start detailed design work for the lift station. If Council wants to proceed to construction in 2018 or 2019, the project is "shovel ready", and if design starts now, work could begin later next fall of 2018.

FINANCIAL CONSIDERATIONS:

Decisions on constructing the lift station will be part of 2018 budget deliberations. Council could phase in funding with design in 2018 and construction in 2019. The project may be eligible for Provincial infrastructure programs which will be investigated by staff.

RECOMMENDATION:

That Council receives the C.A.O. Clerk's October 13, 2017 report Minto Road Lift Station Palmerston Industrial Park and authorizes Triton Engineering to begin detailed design with a view to bringing the project forward for consideration at the 2018 budget.

Bill White C.A.O. Clerk

The Corporation of the Town of Minto
By-law No. 2017-86

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held October 17, 2017

WHEREAS the Council of the Town of Minto met on October 17, 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 October 17, 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 17th day of October, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-law No. 2017-82

to authorize a Shared Parking Agreement
with the Royal Canadian Legion Branch 296, Harriston

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

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

AND WHEREAS the Council of the Corporation of the Town of Minto is desirous to enter into a Shared Parking Agreement with the Royal Canadian Legion Branch 296 (owners) at 53 Elora Street South and legally know as Part Lot 16 to Part Lot 20 South Queen in the former Town of Harriston now known as the Town of Minto where said owners operate the "Harriston Legion";

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

1. That the Mayor and C.A.O. Clerk are hereby authorized to sign and execute a Shared Parking Agreement attached hereto as Schedule "A"
2. That this By-law shall come into force and take effect on the date of final passing thereof.

Read a first, second, third time and passed in open Council this 17th day of October, 2017

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-law No. 2017-83

to authorize a Subdivision Agreement with Clair Ridge Estates Limited with respect to lands north of Prospect Street East of Toronto Street in the former Town of Palmerston.

WHEREAS Clair Ridge Estates Limited is the owner of the following lands (herein called “the lands”):

In the Town of Minto (formerly Town of Palmerston), County of Wellington, Province of Ontario, being composed of Part of Park Lots 16, 17 and 18 Western Canada Loan and Savings Company Plan geographic Township of Minto, in the Town of Minto, in the County of Wellington.

AND WHEREAS Clair Ridge Estates Limited has applied to The Corporation of the County of Wellington pursuant to the provisions of Section 51 of the Planning Act as amended for approval of a residential plan of subdivision on the lands and the County has issued “Conditions of Approval for Draft Plan of Subdivision 23T-90021” October and the conditions require Clair Ridge Estates Limited to enter into an agreement with The Corporation of the Town of Minto as is provided for in subsection 51 (25) of the said Act.

AND WHEREAS Subsection 51 (26) of the Planning Act as amended provides that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreement may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner, and subject to the Land Titles Act, any and all subsequent owners of the land.

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

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

1. The Corporation of the Town of Minto shall enter into a Subdivision Agreement with Clair Ridge Estates Limited with respect to the lands in substantially the same form as the draft agreement attached hereto as Schedule A.
2. Upon execution of the Subdivision Agreement by Clair Ridge Estates Limited the Mayor and the C.A.O. Clerk of the Corporation are hereby authorized and directed to sign the agreement, and upon receipt of the securities and insurance requirements provided for in it, the Clerk shall cause the agreement to be registered on the title to the lands.
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 17th day of October, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

SUBDIVISION AGREEMENT
Between
TOWN OF MINTO
and
CLAIRE RIDGE ESTATES LTD.

SUBDIVISION AGREEMENT

INDEX

1. ORDER OF PROCEDURE
2. ATTACHED SCHEDULES
3. TOWN'S LEGAL AND ENGINEERING COSTS
4. DEVELOPER'S CONSULTING ENGINEER
5. DEVELOPER'S EXPENSES
6. VOIDING AGREEMENT
7. APPROVAL OF PLANS AND CONSTRUCTION OF WORKS
8. CONTRACTOR
9. SCHEDULING OF WORKS
10. NOTIFICATION OF COMMENCEMENT
11. PROGRESS OF WORKS
12. DECLARATION OF PROGRESS AND COMPLETION
13. WORKS TO BE INSTALLED
14. INSPECTION AND ACCEPTANCE OF WORKS
15. STAGING
16. ASSUMPTION OF SERVICES
17. SECURITIES
18. MAINTENANCE OF WORKS
19. FINAL ACCEPTANCE OF WORKS/SUBSTANTIAL COMPLETION
20. DISCHARGE OF SECURITIES
21. STATUTORY DECLARATION OF ACCOUNTS PAID
22. USE OF WORKS BY TOWN
23. WINTER ROAD MAINTENANCE
24. EMERGENCY REPAIRS
25. DEVELOPER'S LIABILITIES
26. INSURANCE
27. UTILITY COSTS AND CHARGES
28. STREET NAMES AND NUMBERS
29. CONSTRUCTION REFUSE
30. ACCESS ROADS
31. DAMAGE TO EXISTING PLANT
32. DUST CONTROL
33. DRAINAGE PLAN
34. DRAINAGE
35. LANDS FOR MUNICIPAL PURPOSES
36. REGISTRATION
37. REPLACEMENT OF SURVEY BARS
38. LEGAL NOTICE TO DEVELOPER
39. MORTGAGEE BECOMING OWNER
40. ASSIGNMENT OR TRANSFER OF MORTGAGE
41. REQUIREMENTS FOR BUILDING PERMITS
42. REQUIREMENTS FOR OCCUPANCY
43. OCCUPANCY LIQUIDATED DAMAGES
44. ROADWAYS, SIDEWALKS AND WALKWAYS
45. LOTS REQUIRING SPECIAL ATTENTION
46. RELEASE OF LANDS
47. THIRD PARTY CLEARANCE
48. DRAINAGE AND LOCAL IMPROVEMENT CHARGES
49. SANITARY SEWER, WATER DISTRIBUTION AND SUPPLY
50. PLEDGE OF TITLE TO LANDS
51. SIGNS
52. PRESERVATION AND PLANTING OF TREES
53. ENVIRONMENTAL SITE REMEDIATION
54. PLANS AND SPECIFICATIONS
55. WATER DISTRIBUTION SYSTEM AND STREET LIGHTING INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR COSTS
56. CONVENANTS
57. DEFINITIONS

SUBDIVISION AGREEMENT

INDEX OF SCHEDULES

DECLARATION OF PROGRESS AND COMPLETION

(Plans to be lodged with the Town)

| | |
|----------------------------|---|
| <u>Schedule “A”</u> | Description of Lands being subdivided and draft plan of Subdivision |
| <u>Schedule “B”</u> | Draft Plan of Subdivision and Conditions of Draft Approval |
| <u>Schedule “C”</u> | Town’s Engineering Standards |
| <u>Schedule “D”</u> | Works to be constructed and itemized estimate of Costs of Construction of each part of the works |
| <u>Schedule “E”</u> | List of Monies Payable by the Developer to the Town |
| <u>Schedule “F”</u> | List of Lots Requiring Special Attention |
| <u>Schedule “G”</u> | Land and Easements to be Deeded to the Town |
| <u>Schedule “H”</u> | Building Envelope Plan, which may include Lot Grading and Drainage, Landscaping and Tree Retention (as needed) |
| <u>Schedule “I”</u> | List of Approved Engineering Drawings |
| <u>Schedule “J”</u> | Declaration of Progress and Completion |

SUBDIVISION AGREEMENT

THE AGREEMENT made in quadruplicate on the 12th day of September of 2017.

BETWEEN:

CLAIR RIDGE ESTATES LTD.

hereinafter called the DEVELOPER of the FIRST PART

-and-

THE TOWN OF MINTO

hereinafter called the TOWN of the SECOND PART

-and-

hereinafter called the MORTGAGEE of the THIRD PART

WHEREAS the Developer is the owner of the land described in Schedule "A" to this Agreement and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by a registered plan of subdivision;

AND WHEREAS the Developer warrants that he is the registered owner of the lands and has applied to the County of Wellington, hereinafter called the County, for approval of a plan of subdivision hereinafter called the Plan, which is described hereto in Schedule "B" to this Agreement;

AND WHEREAS the Developer represents that the Mortgagee(s) is(are) the only mortgagee(s) of the lands;

AND WHEREAS a condition of the County of Wellington draft plan approval requires that the Developer enter into an Agreement with the Town to construct and install certain roadways, sanitary sewer, watermain, storm sewers, street lights, landscaping, conservation works, and any other requirements as hereinafter provided and herein referred to as the "Works" and to make financial arrangements with the Town for the installation and construction of required services before final approval of the Plan by the County;

AND WHEREAS the Developer is required to meet all conditions of Draft Approval for the subject Plan of Subdivision which are attached as Schedule "B" to this Agreement prior to Final Approval and registration of the Plan of Subdivision;

AND WHEREAS the Developer is required to dedicate, for public parks purposes, certain portions of the lands or make a cash payment to the Town in lieu of dedicating such land;

AND WHEREAS the word "Developer", where used in the Agreement, includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt of which is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. ORDER OF PROCEDURE

Before the Town advises the County that its conditions have been met respecting the proposed subdivision, the Developer shall:

- a) Deposit with the Town all deposits and cash outlined in Schedule 'E' including cash-in-lieu of parkland, subdivision agreement preparation, and the cost of remaining works on signing of agreement.
- b) Submit a General Plan outlining the services to be installed.

Prior to any grading or construction, the Developer shall:

- a) Deposit with the Town, securities and insurance as outlined in the Agreement.
- b) Pay, in full, outstanding taxes or drainage and local improvement charges, whichever is applicable.
- c) Agree with the Town on the parcel(s) of land or easements to be deeded to the Town if applicable.
- d) Agree with the Town on the parcel(s) of land to be deeded to the Town for public purposes in accordance with Schedules "G" of the Subdivision Agreement.
- e) Have submitted and obtained the Town Engineer's approval of the following, all to be in accordance with the Town's approved Engineering Standards, and as may be applicable:
 - i) The Master Servicing Layout Plan including but not limited to Roads, Sidewalk, Street Lighting, Sanitary Sewer, Storm Drains and Watermain, whichever is applicable, comprising Plans and Profiles;
 - ii) The Master Servicing Layout Plan for utilities, including but not limited to hydro, telephone, gas;
 - iii) The Construction Plans for the Storm Water Management System;
 - iv) The Lot Grading and Landscaping Plan;
 - v) The Construction Plans of the Water Supply and Distribution System;
 - vi) The Construction Plans for access and internal roads;
 - vii) The Construction Plans for Storm and Sanitary Sewer;
 - viii) The Building and Sewage System Envelope Plan.
- f) Submit the Ministry of the Environment Certificate of Approval for the Sanitary System and Storm Sewer System where required.

Prior to final approval and registration of the plan, the Developer shall:

- a) Satisfy the applicable draft plan conditions in accordance with Schedule "B".

Prior to the sale of the lot and/or the issuance of building permits, the Developer shall:

- a) Have obtained final approval of the Plan from the County of Wellington and have obtained registration of the Plan.
- b) Have complied with all the requirements of Section 41 of this Agreement.

Prior to any person occupying a building within the Subdivision, the Developer shall:

- a) Have complied with all the requirements of Section 42 of this Agreement.

2. ATTACHED SCHEDULES

The following Schedules are attached to and form part of this Subdivision Agreement, if deemed necessary by the Town:

- a) Schedule "A" Description of Lands being subdivided and draft plan of Subdivision
- b) Schedule "B" Draft Plan of Subdivision and Conditions of Draft Approval
- c) Schedule "C" Town's Engineering Standards
- d) Schedule "D" Works to be constructed and itemized estimate of Costs of Construction of each part of the works.
- e) Schedule "E" List of Monies Payable by the Developer to the Town

- f) Schedule "F" List of Lots Requiring Special Attention
- g) Schedule "G" Land and Easements to be Deeded to the Town
- h) Schedule "H" Building Envelope Plan, including Lot Grading and Drainage, Landscaping and Tree Retention Plan where applicable.
- i) Schedule "I" List of Approved Engineering Drawings
- j) Schedule "J" Declaration of Progress and Completion

3. TOWNS LEGAL AND ENGINEERING COSTS

The Developer agrees to pay all costs and deposits outlined in Schedule 'E' to this agreement. The Town agrees that any funds not utilized by the Town shall be reimbursed to the Developer except for \$3,000 which shall be retained for administrative costs pursuant to the Town's Fees and Services By-law.

The Developer agrees to pay to the Town the cost of the Town's Engineer for supervision and inspection of works associated with this plan of subdivision on behalf of the Town. And in this regard, agrees that the sum of \$6,000 outlined in Schedule 'E' payable to the Town prior to signing of this agreement is an initial deposit.

As accounts are received from the Town's lawyer and engineer, they will be paid by the Town and then submitted to the Developer for reimbursement, so that the initial deposit will again be built-up to enable the Town to pay the next accounts as they are received.

The Town agrees to use the same registered professional consulting engineer as the Developer namely Triton Engineering Services Limited.

4. DEVELOPER'S CONSULTING ENGINEER

The Developer shall employ professional engineers registered with the Association of Professional Engineers of Ontario to prepare and provide:

- a) Servicing designs according to Provincial, Town and other applicable standards.
- b) Master servicing drawings, grading and drainage plans and lot specific grading plans,
- c) Necessary construction contract(s) for installation of required work,
- d) All approvals from the Town, the Ministry of the Environment, Conservation Authorities, Utilities, and other Agencies, where applicable,
- e) Field layout, contract administration, and construction supervision services for required work consistent with the provisions of Section 14 of this agreement,
- f) All records of construction and, upon completion, to advise the Town Engineer of all construction changes and to prepare final "as constructed" drawings,
- g) Representation for the Developer in all matters pertaining to the construction and liaise with Town representatives,
- h) Co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all Works specified in this Agreement,
- i) To the Town a certificate with respect to each lot or building block for which a building permit application is made, certifying that the proposed construction is in conformity with the overall grading plan,
- j) To the Town, for each lot or block within the Plan, a certificate of final grade elevation indicating the property is in conformity with the overall grading plan at the time of preliminary acceptance.

5. DEVELOPER'S EXPENSES

Every provision of this Agreement, by which the Developer is obligated in any way, shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

6. VOIDING AGREEMENT

In the event that Phase 1 of the Plan of Subdivision is not registered within five years from the date of signing the Subdivision Agreement, the Town may, at its option, declare this Agreement to be null and void, and any deposits or security in possession of the Town shall be forfeited to the Town who shall secure any balance owing with respect to preparation, administration, review and processing of this agreement.

7. APPROVAL OF PLANS AND CONSTRUCTION OF WORKS

The Developer and his/her registered professional consulting engineer shall have the plans and specifications for the Works approved by the Town, the Ministry of the Environment, Conservation

Authorities, Utilities, and all other agencies, as required such plans to meet the applicable standard of the said agency.

Following the registration of the subdivision agreement on title, the Developer shall cause to be constructed all requisite Works, in order to provide services to the lots and building blocks within the Plan.

8. CONTRACTOR

The Works as set out in Schedule "D" shall be installed by professional contractor(s) retained by the Developer and approved in writing by the Town.

9. SCHEDULING OF WORKS

Prior to the start of construction, the Developer shall supply, for the Town's approval, a Schedule of Works as set out in Schedule "J" setting out the order in which he considers the various Phases of the Works within the Plan will be built. The Town may amend this schedule and the Developer must construct, install, or perform the Works as the Town from time to time may direct.

10. NOTIFICATION OF COMMENCEMENT

The Developer shall not commence the construction of any of the Works until the Developer has provided ninety-six (96) hours written notice to the Town of his intent to commence work.

It is the intent of this Agreement that the Works be performed expeditiously and continuously, that all underground services be installed in Phase 1 within one year of the date of the signing of the Agreement, and that all above-ground services be installed in accordance with the Declaration of Progress and Completion as required under Clause 11 of this Agreement, unless extended by the Town. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Town before work is resumed.

11. PROGRESS OF WORKS

After the completion of the Underground Services, the Developer or his Engineer shall complete the Declaration of Progress and Completion and, from that date, the said Declaration shall apply and take precedence over Item 16. Prior to signing the Declaration of Progress and Completion, the Developer shall install all works in accordance with the Schedule of Works or as directed by the Town, and if he fails to do so, or having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Town, then, upon the Town giving seven (7) days written notice by prepaid registered mail to the Developer, the Town may, without further notice, enter upon the said lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of the faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with the cost of engineering, to the Developer who shall forthwith pay the same upon demand.

If the Developer fails to pay the Town within thirty (30) days of the date on the bill, the money owing may be deducted from the cash deposit or Letter of Credit. In the event that the Town must enter upon said lands and have the works completed or repaired due to situations as outlined above, any or all original drawings and specifications prepared by the Developer's engineer must be turned over to the Town for its use should it require same. It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the said works by the Town. The Town, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the Town. It is agreed that a copy of this Clause shall be delivered by the Developer to each and every builder who is or will seek to obtain a building permit for any lot or part of a lot on the said plan.

12. DECLARATION OF PROGRESS AND COMPLETION

- a) Prior to the approval of the underground services, the Developer shall provide the Town with an undertaking for the completion dates of all remaining works required by the Agreement and in a form similar to that attached to this Agreement as The Declaration of Progress and Completion.
- b) It is understood and agreed that, should the Developer fail to construct the remaining services, as stipulated, and by such dates as provided in the Declaration, the Developer shall pay to the Town, as predetermined liquidated damages, the sum of One Thousand Dollars (\$1000.00) for each and every day the said services are behind schedule of construction. The Town

acknowledges that weather may impact on completion of work and that such penalties provided for in this section will not be imposed without accounting for the impact of weather on the completion date.

13. WORKS TO BE INSTALLED

- a) The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time, and from time to time during the development of the Subdivision, the Town is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall construct, install, or perform such additional Works at the request of the Town.
- b) All catch basins and storm drains shall be flushed and cleaned by the Developer to the satisfaction of the Town prior to preliminary acceptance of the services by the Town, annually and again prior to Final Acceptance, at the sole discretion of the Town.
- c) Underground electrical distribution service shall be provided for all lots and blocks within the subdivision, according to standards and specifications approved by Westario. The Developer shall be responsible for design, approval, installation and acceptance of all electrical services.
- d) The Developer ensure that the electrical distribution, telephone, cable television and other such private utilities are located in a common trench, and shall be solely responsible for any and all arrangements respecting these private services with the responsible supplier.
- e) The Developer shall use its best efforts to locate all hydro transformers and switching boxes that are placed above and below ground are installed with consideration of individual lot access and development.
- f) Street lighting shall be supplied and erected by the Developer to the Town's specifications. All street lighting shall be erected and installed under the supervision and inspection of Westario.

14. INSPECTION AND ACCEPTANCE OF WORKS

- a) The Developer and his/her Registered Professional Consulting Engineer shall provide adequate supervision to ensure and to certify that Services required by this Agreement are installed in accordance with the engineered design in a good and workmanlike manner in accordance with all applicable municipal, County, Provincial or other standard.
- b) The Developer's engineer shall provide full time on-site inspection of the work being done pursuant to this Agreement.
- c) The Town, or its agents, shall have the right at any and at all times to enter onto the property to make whatever inspections it deems necessary, to stop work that it believes is not being done properly; and or to require that any work that has not been done properly be redone.
- d) When the Town has been notified in writing that all the services have been completed, the Town shall make an inspection. When the Town is satisfied that work is substantially complete, the Town shall issue a Certificate of Substantial Completion and Acceptance. The Certificate may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate and the acceptance of the services by the Town. The two-year Maintenance period will commence when this Certificate is issued.

15. STAGING

Any staging or phasing of servicing shall be outlined in this agreement and is subject to approval by the Town at its sole discretion. Where staging or phasing is applied, approval to move to a subsequent stage shall be granted when the services in the preceding stage have been brought up to the standards for occupancy as set out in Section 42.

16. ASSUMPTION OF SERVICES

Notwithstanding anything hereinafter set out, the Town shall not be obligated to assume the responsibility for and take over service provision to the Subdivision until Sections 18 and 19 have been complied with. The Developer is responsible for the maintenance and shall provide securities to the Town in the amount agreeable to the Town in the form of a Letter of Credit or a certified cheque, to ensure that the maintenance of the services, including snowplowing and sanding, are properly carried out, if deemed necessary by the Town.

If applicable and by mutual consent, this clause may be amended to adjust the required number of occupied dwellings before the Town assumes the work and services.

17. SECURITIES

At the time of executing the Subdivision Agreement and prior to registration, the Developer shall deposit with the Treasurer of the Town securities to cover the faithful performance of the Contract

for the installation of the said services and the payment of all obligations arising there under the following:

- a. Cash in the amount of One Hundred Percent (100%) of the estimated cost of the work for the respective Phase as set out in Schedule "E" of this Agreement.
- b. Cash deposit for engineering, legal and planning costs for the Town as required by municipal fees and services by-law.
- c. Any other cash payments or deposits as may be required by this agreement and the Schedules thereto.

The Town agrees to periodic reductions on the security to pay to the Developer's contractor upon receipt of a signed progress payment certificate from the Town's Consulting Engineer so long as the Town retains at all times not less than a 100% of the remaining works for the respective Phase as set forth in Schedule "D". In no case will the security be reduced to less than 10% of the estimated cost of the works and services outlined in Schedule "D" for each and accumulative Phase until the expiration of the Maintenance Period and the grating of Final Acceptance by the Town as provided in Sections 18 and 19.

18. MAINTENANCE OF WORKS

The Developer will be responsible for the repair and maintenance of all Subdivision services for a period of two (2) years from the date of the Certificate of Substantial Completion and Acceptance or until such time 70% of the lots in the particular phase have occupied dwellings erected thereon, whichever is the greater. This shall be called the **Maintenance Period**. If, during this period, the Developer fails to carry out maintenance work within 24 hours after receipt of a request from the Town, then the Town may, without further notice, undertake such maintenance work and the total cost of such work shall be borne by the Developer, the money owing may be deducted from the cash deposit or letter of credit. If the Developer fails to reimburse the Town held deposit within thirty (30) days of the date of billing, then no further approvals or release of monies shall occur.

During the Maintenance Period, Ten Percent (10%) of the estimated cost of the Works in each accumulative Phase as per Schedule "D" shall be retained by the Town in cash or security as the case may be. Towards the end of the Maintenance Period, the Developer shall make a written request to the Town for a final inspection to be made and, notwithstanding the period noted above, the Maintenance Period will continue for a minimum of the original two (2) year or for thirty (30) days after the receipt of the Developer's written request for a final inspection, whichever period of time is the greater.

19. FINAL ACCEPTANCE OF WORKS/SUBSTANTIAL COMPLETION

On receipt of the Developer's request for a final inspection, the Town will inspect the work and, if satisfied, will issue the Certificate of Maintenance and Final Acceptance, at which time the remaining 10% of the cash or Letters of Credit will be released by the Town in accordance with Section 17.

It should be noted that the Certificate of Maintenance and Final Acceptance may be applied for by the Developer either after four (4) lots have been developed or two years after the receipt of the Certificate of Substantial Completion and Acceptance, whichever is the greater.

Prior to the issuance of a Certificate of Maintenance and Final Acceptance and prior to releasing the remaining 10% of the cash or letter of credit, the Developer shall provide to the Town drawings and plans as per Section 54.

The Developer acknowledges that notwithstanding the Town issuing a Certificate of Final Acceptance, security held in regard to the Developer's contribution to any offsite servicing work that may be applicable to the respective phase in progress.

20. DISCHARGE OF SECURITIES

The Town agrees to reduce the security in a respective phase upon receipt of a signed progress payment request from the Town's consulting engineer as outlined in Section 17. The Developer shall be responsible for submitting a request for progress payment in writing or email to the Town's consulting engineer identifying the work completed and the contractor to be paid. The Town will endeavor to make such payments within thirty (30) days of receipt of the progress payment approval by its consulting engineer, the Town shall retain, at all times, not less than a 100% of the remaining works for the respective Phase as set forth in Schedule "D". In no case will the security be reduced to less than 10% of the estimated cost of the works and services outlined in Schedule "D" for each and accumulative Phase in question at which time the security may be reduced to the amount set out in Section 18 until the expiry of the Maintenance Period to guarantee the maintenance of the work during the period.

21. STATUTORY DECLARATION OF ACCOUNTS PAID

Upon applying for a reduction or discharge of securities or for a Certificate of Substantial Completion and Acceptance for the services within the Subdivision, the Developer shall supply the Town with a Statutory Declaration that all accounts for work and materials for said services have been paid except for normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

22. USE OF WORKS BY TOWN

The Developer agrees that:

- a) The Works may be used prior to acceptance, by the Town or other authorized persons for the purpose for which such works are designed.
- b) Such use shall not be deemed an acceptance of the Works by the Town.
- c) Such use shall not, in any way, relieve the Developer of his obligations in respect of the Works so used.

23. WINTER ROAD MAINTENANCE

Prior to the issuance of the Certificate of Maintenance and Final Acceptance, and subject to Section 13, the Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Town, through its servants, contractors, or agents, may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Town. All costs of such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the deposited securities.

The Developer further agrees that any work done by the Town pursuant to this contract before the roads are accepted by the Town shall not be deemed in any way to be an acceptance by the Town of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Town, while providing access by removing snow, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Town that he might have arising therefrom and covenants that he will make no claim against the Town for such interference or damage, providing the work is carried out in a normal and reasonable manner.

Representation may be made requesting that the Town consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

24. EMERGENCY REPAIRS

Employees or agents of the Town may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Town, or an assumption by the Town of any liability in connection therewith, or a release of the Developer from any of his obligations under the Agreement.

25. DEVELOPER'S LIABILITIES

Until the Town has issued the Certificate of Maintenance and Final Acceptance for the Works, the Developer shall indemnify the Town against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

26. INSURANCE

The Developer shall provide a certificate of insurance against all damages or claims for damage from a licensed Insurance Company satisfactory to the Town. Such policy or policies shall be issued in the joint names of the Developer and the Town and the form and content shall be subject to the approval of the Town. The policy shall remain in the custody of the Town during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000.00 all inclusive, but the Town shall have the right to set higher amounts.

The policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance. Issuance of such an insurance policy shall not be construed as relieving the Developer of responsibility for other or larger claims, if any, for which he may be held responsible.

27. UTILITY COSTS AND CHARGES

The Developer shall deal directly with Westario and all other Utility companies and shall be responsible for obtaining all approvals and permits and pay all fees and charges directly to the Utility. Copies of all approvals shall be provided to the Town prior to registration if requested.

28. STREET NAMES AND NUMBERS

The Developer shall name all streets within the Lands forming part of the Plan with names of Town of Minto Veterans of the First or Second World War as per the policy of the Town and subject to final approval by Town Council. Block or building numbers for municipal addressing purposes shall be assigned by the Town and shall be identified by the Developer on the lot during construction of any dwelling or other permitted building in accordance with any applicable Town requirements.

29. CONSTRUCTION REFUSE

All construction refuse and debris from the Subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer off the site of the Subdivision and approved by the Town. The Town is not responsible for the removal or disposal of refuse and debris. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or part of lot on the said Plan of Subdivision.

The Developer shall, at all times, keep the streets and boulevards in the Subdivision clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas, or other utilities.

The Developer shall immediately remove all mud and debris from the street, easements, and road allowances within the Plan of Subdivision as and when directed by the Town.

30. ACCESS ROADS

The Town does not consent to the Developer or any contractors associated with the Developer using the unopened portion of Derby Street as access to the subdivision except when the services are being constructed within the said unopened road allowance.

All access roads must be maintained by the Developer in good repair acceptable to the Town during the time of construction and no roadway outside the limits of the proposed subdivision may be closed without the written consent of the Town. For the purpose of obtaining such consent, the Developer shall advise the Town of the date and time he wishes to close the roadway.

The Developer agrees that all roads abutting on the Lands to be included in the final Plan and to be used for access during the construction of the houses or other buildings on the Plan shall be kept in good and usable condition throughout the period of construction and, if damaged, the Developer agrees to restore same immediately. All trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as not to scatter refuse, rubbish, or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Lands shall be removed immediately. If not removed after one (1) day's notice, the deposited material may be removed by the Town or someone designated by the Town at the Developer's expense. The Town acknowledges the existing condition of Prospect Street in Palmerston and that certain repairs are already required and the Developer will not be responsible for the Town's regular maintenance of the street.

The Developer agrees not to use the unopened portion of Derby Street as access to the proposed subdivision except when constructing the municipal services on that section of Derby Street. The Developer shall advise his contractors and agents not to use the unopened portion of Derby Street for any access other than what is necessary to construct the municipal services thereon. Immediately following installation of the services the Developer shall restore the lands to their original grassed condition. The Town shall permit the owner of the lands upon which the servicing easement is constructed on to fence the lands to prevent public access from the subdivision to the unopened Derby Street.

31. DAMAGE TO EXISTING PLANT

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance, as a result of the Subdivision development and shall pay for any costs involved in the relocation of existing services, such as hydrants, telephone poles, etc., which may become necessary because of the development of the Subdivision.

32. DUST CONTROL

Prior to the acceptance of the completed roads, the Developer shall apply calcium chloride or other suitable dust suppressant to the roads in quantities sufficient to prevent any dust problem to traffic or home occupants.

33. DRAINAGE PLAN

Prior to the registration of this Agreement, the Developer shall have a Master grading and drainage plan and stormwater management report as required approved by the Town's Engineer and other authorities as required; and lodged with the Town. All lots shall be graded in accordance with this plan as part of initial site works.

Each lot shall have site specific lot grading and drainage plans, confirming development is and will be in accordance with the overall plan. This site specific plan shall include details of foundation drains and sump outlet, finished floor elevation, in addition to any other usual details needed to confirm conformity with the overall drainage plan on the lands.

34. DRAINAGE

34.1 RESPONSIBILITY OF DEVELOPER AND FUTURE OWNERS

It is understood and agreed by the parties hereto that drainage of surface waters on the lots and blocks in the Plan, after the release provided for in Section 46 hereof has been issued by the Town, remains the sole responsibility of the Developer and subsequent owners who shall not to impede, change or alter approved drainage and shall maintain adequate drainage of such surface waters. There shall be no alteration of the drainage without the express permission of the Town.

34.2 LOT GRADING AND DRAINAGE PLANS

All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the master grading and drainage plans as approved by and lodged with the Town under Section 33. At the time of building permit, a site specific lot grading and drainage plan prepared by a certified professional shall be submitted as part of the building permit application.

Until the roads laid out according to the Plan have been expressly assumed by By-law of the Town as part of the Town road system, the Developer shall provide adequate drainage of the surface water from the area subdivided, and shall ensure that proper erosion control measures are also taken. The Developer shall layout such roads and grade same, together with the lands surrounding same, in such a manner that no damage or harm shall result by reason of the drainage there from persons or property outside the Plan or to the Lands.

The Developer, at its sole cost and expense, including all registration costs and applicable taxes, if any, shall grant and convey to the Town, free and clear of any and all encumbrances, easements affecting the Lands as may be necessary or required in the sole opinion of the Town to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses draining on or from any part of the Lands. All such easements shall be shown on the approved final engineering drawings.

The Developer agrees that, if required drainage work for the subdivision results in drainage through property other than Lands subject of the subdivision plan, all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area and the same shall be subject to the prior approval of the Town and the Conservation Authority as needed. The Developer shall, at its sole cost and expense, including all registration costs and applicable taxes, if any, obtain from land owners adjoining the Lands all necessary easements and lands required by the Town with respect to the adjacent properties to properly facilitate drainage of the Lands and the contributing areas. The easements, land, servicing requirements and the documentation thereof shall be subject to the prior approval of the Town.

If, as the Plan develops, it becomes apparent to the Town, Conservation Authority or any other agency having jurisdiction that further work is necessary, either upon the Lands or beyond the

boundaries thereof, with respect to the grading and drainage plans or with respect to the works contemplated in any part of this Section, the Developer shall, at its sole cost and expense, forthwith provide the same upon receipt of a written notice identifying sufficient particulars thereof from the Town. The necessity of such drainage work shall be at the sole discretion of the Town.

34.3 REGISTERED DRAINAGE EASEMENT/RIGHT-OF-WAY

An easement shall be granted over any Lot or Block on the Plan, as required, for drainage purposes; and a covenant registered on title in regard to the maintenance responsibilities associated with said easement if deemed necessary.

35. LANDS FOR MUNICIPAL PURPOSES

The Developer agrees to grant in fee simple unto the Town, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Town, or to make cash payment in lieu thereof as provided by The Planning Act. A list of blocks, easements and right-of-ways shall be set out in Schedule "G" of this Agreement.

The deeds for the said lands are to be approved by the Town's Solicitor and thereafter, forthwith registered and deposited with the Town Clerk. All transactions shall be free and clear of all encumbrances. The Developer shall pay costs for preparation and registration of said deeds.

35.1 Reserves/Blocks for Road Purposes

The Developer agrees to grant, at his expense, all such blocks for easements and rights-of-way as may be required for the installation and supply of services to the Subdivision. Prior to executing this Agreement, all known easements shall be filed with the Town in a form approved by the Town's Solicitor.

If at any time, and from time to time during the development of the subdivision, the Town is of the opinion that additional easements are necessary to provide or protect adequately any of the public services required by the Plan, the Developer shall provide such additional easements at the request of the Town.

The Developer agrees to convey to the Town in fee simple, any 0.3 m reserves or blocks to facilitate proper road standards as required by the Town.

35.2 Parkland

The Developer agrees to grant in fee simple unto the Town lands as provided by the Planning Act, as required by the Town and outlined in Schedule 'E' if applicable

35.3 Easements

Easements shall be granted for such Other Purposes as may be deemed necessary for the servicing of the development, or as required by the Town or such other Agency who may have an interest.

35.4 Public Access

Upon completion of the municipal services on the unopened portion of Derby Street, the Developer shall restore the lands to their original grassed condition. The Town agrees that public access will not be permitted over the easement on the lot within the subdivision provided to the Town to maintain sewer and water services constructed by the Developer to unopened portion of Derby Street. The Town consents to the owner of the lot subject to the easement to fence the lands so long as Town access for maintenance purposes is readily available without undue expense or limitations.

36. REGISTRATION

The Developer consents to the registration of the Subdivision Agreement by the Town, and at the sole discretion of the Town, upon the title to the lands. The Developer acknowledges that such registration will occur immediately prior to registration of the subdivision plan. The Developer is responsible for the cost of registration.

37. REPLACEMENT OF SURVEY BARS

Prior to the acceptance of the Subdivision by the Town, the Developer agrees to supply a statement from an Ontario Land Surveyor, approved by the Town, that, after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

38. LEGAL NOTICE TO DEVELOPER

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of residence and shall be effective as of the date of the deposit thereof in the Post Office.

39. MORTGAGEE BECOMING OWNER

The Mortgagee hereby agrees that, in the event of the Mortgagee becoming the owner of the lands by way of foreclosure, purchase, or otherwise, either beneficially or in trust, then the mortgage shall be deemed to be postponed to this Agreement and the Mortgagee shall be subject to the terms of this Agreement as though the Mortgagee executed this Agreement in the capacity of Developer.

40. ASSIGNMENT OR TRANSFER OF MORTGAGE

The Mortgagee agrees that, in the event of the Mortgagee assigning or transferring the mortgage on the Lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

41. REQUIREMENTS FOR BUILDING PERMITS

The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the Plan.

Notwithstanding the foregoing, no building permits will be given until:

- a) Plans submitted confirm the proposed development is in conformity with the building envelope and master grading and drainage plan established for the respective lot.
- b) All Conservation Authority, Ministry of Environment and other applicable approvals have been obtained and submitted to the Town.
- c) All internal sanitary sewer mains and water lines, if applicable, have been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town's Engineer for these works.
- d) The storm sewer system, if applicable, has been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town's Engineer for these works.
- e) All fees required for the connection to the municipal systems has been paid to the Town.
- f) A road consisting of grading, curb, gutter, sidewalk and full depth of Granular "A" sub base, and first lift of asphalt has been constructed, except however permits may be issued at the sole discretion of the Town before curb, gutter, sidewalk and first lift of asphalt has been constructed where the Developer provides a schedule acceptable to the Town as to when the said work will be finished and confirms in writing with the Town a plan for winter maintenance of said gravel road..
- g) Approval of the Town has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule "F" hereto if applicable.
- h) A certificate has been given by the Developer's Consulting Engineer that the building to be erected on any lot or block within the Plan is in conformity with the overall grading plan or has received the approval of the Town with respect to any variance to the grading plan.
- i) The Developer has provided sufficient documentation confirming the electrical distribution system, street lighting, telephone, cable tv., gas and similar private utilities will be installed within six weeks of the date of issuance of a building permit.

NOTE:

1. In the case of lots built-on by a third Party, the Town reserves the right to request a similar certificate as required under Section 4 (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Town has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.
2. It is agreed that a copy of this Section shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

42. REQUIREMENTS FOR OCCUPANCY

No buildings erected on the lots or blocks within the Plan shall be occupied until a Certificate of Occupancy has been issued by the Town and this Certificate will not be issued until:

- a) The roadway from the entrance of the Subdivision to and including the block of which the building is a part, has received the full specified thickness of Granular "A" and first lift of asphalt.
- b) The water system and sewage system connections have been installed and approved by the Town or other agency having jurisdiction.
- c) The traffic, street lights, and street signs have been installed and approved by the Town.
- d) The unit has been identified with the street number in accordance with Town policy.
- e) A certificate has been given by the Developer's consulting engineer, Ontario Land Surveyor or alternate, that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan or such variance there from has been approved by the Town.
- f) The plumbing, electrical work, and exterior finish have been completed, and a sufficient documentation has been provided by the Developer confirming the electrical distribution system, street lighting, telephone, cable tv., gas and similar private utilities have been installed.

NOTE:

1. In the case of lots built-on by a third Party, the Town reserves the right to request a similar certificate as required under Section 4 (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Town has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.

2. It is agreed that a copy of this Section shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

43. OCCUPANCY LIQUIDATED DAMAGES

Notwithstanding the above, if for any reason whatsoever, occupancy of any building occurs before the requirements listed in Clause 42 are met to the satisfaction of the Town, then the Owner of the building agrees to pay to the Town liquidated damages in the amount of \$200.00 per dwelling unit per day to cover the additional costs of administration, inspection, and fire protection, etc. The liquidated damages are to commence at and include the day of occupancy and end when the Owner of the building obtains a certificate from the Town that the requirements under Clause 42 are met.

NOTE: It is agreed that a copy of this Clause shall be delivered by the Developer to every builder obtaining a building permit or any prospective purchaser of the dwelling for any lot within the Plan.

44. ROADWAYS, SIDEWALKS AND WALKWAYS

The roadways, curbs, gutters, sidewalks and walkways shall be constructed in a manner and in the locations set out in the approved Engineering drawings.

Prior to any pavement being applied or sod placed to finish any boulevard area within the subdivision, all services must have been approved by the Town, final inspections in place, and certificates required by this agreement issued.

45. LOTS REQUIRING SPECIAL ATTENTION

Any lot which will require special attention in order to be serviced will be listed on Schedule "F" of this Agreement.

Prior to the issuance of the building permit for any lot listed on Schedule "F", the Developer's engineer must submit a letter to the Town outlining the measures to be taken to address the constraint on the lot. The proposal must be approved prior to applying for a building permit. No accessory buildings or structures shall be permitted within a natural or man-made drainage feature, notwithstanding that a building permit may not be necessary.

46. RELEASE OF LANDS

The Developer, when not in default of the Subdivision Agreement, shall be entitled to an effective release in a form for registration in the Land Titles Office for each lot or block designated by the Developer. Such release shall not be issued until:

- a) The Town has certified that the necessary services for occupancy have been constructed and the Developer is not in default of his agreement to provide services.

- b) A certificate has been given by the Developer's consulting engineer confirming that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan for the lands or such variance there from as has been approved by the Town.

Every such release shall operate as a discharge of all levies hereunder by the Town in respect to each lot or block described in the release with the exception of the responsibility for lot grading and drainage, street lighting, sewage and water rates where applicable.

47. THIRD PARTY CLEARANCE

Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with:

- a) A letter from Westario stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;
- b) Where applicable, a letter from the Gas utility stating that a satisfactory agreement has been made with respect to the cost of installing gas facilities, and outlining the financial arrangements concluded in this regard.
- c) A letter from the local company providing telephone service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;
- d) A letter from the local cable company responsible for providing cable service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and or equipment, and outlining the financial contributions in this regard; and,
- e) A letter from the local company providing data communication or fibre optic service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard.
- f) Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with a letter from Canada Post that the Developer has entered into a satisfactory agreement or arrangement with respect to the provision of postal service.

48. DRAINAGE AND LOCAL IMPROVEMENT CHARGES

- a) The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained.
- b) The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the Registered Plan.
- c) If applicable before the Plan is approved, the Developer agrees to commute and pay all charges, including the Town's share, made with respect to The Drainage Act, and the Local Improvement Act which are assessed against the property on the said Plan of Subdivision. These charges are set out in Schedule "E" of the Agreement.

49. SANITARY SEWER, WATER DISTRIBUTION AND SUPPLY

- a) The Developer shall construct sanitary sewers and watermains in a manner and in the locations set out in the approved Engineering Drawings.
- b) Water mains shall not be connected to the municipal system until the construction of the water distribution system is complete and the water lines have been cleaned and tested to the satisfaction of the Town.
- c) Sanitary sewer mains shall not be connected to the municipal system until the construction of the collection system is complete and lines have been inspected and tested to the satisfaction of the Town. All individual properties shall be protected with a backflow prevention valve installed in accordance with applicable municipal and provincial standards and codes to the satisfaction of the Town.
- d) The Developer shall service each and every lot within the Plan during the initial construction so as to avoid the future necessity for disruption to the roadway or drainage system, in compliance with the accepted Plans.
- e) All capital charges shall be paid prior to issuance of a building permit, and all connection charges shall be paid in keeping with the applicable municipal water bylaw.
- f) Connection to the municipal water treatment and supply system and sewage collection system shall be subject to the responsibilities, fees and charges established in the applicable municipal by-laws and policies of the Town.
- g) The Developer agrees that proceeding with any service construction on the subject lands prior to the Works noted herein shall be at his own risk and the Town shall not be held liable for any loss of service provision until The Works receive substantial completion.

50. PLEDGE OF TITLE TO LANDS

The Developer hereby charges and pledges as security for such levy payments and service charges all his rights, title, and interest in these parts of the Lands shown as numbered and/or lettered lots and/or blocks on the Plan and agrees that this Agreement may be registered against the Lands and it is agreed that such payments and costs shall be in lien against the Lands.

51. SIGNS

Signs at least 1.2 m by 1.8 m shall be supplied and erected by the Developer to the Town's satisfaction at each entrance to the Subdivision and the signs shall read as follows:

"Roads not assumed or maintained by Municipality"

These signs shall be installed prior to the commencement of construction and be removed after the issuance of the Certificate of Maintenance and Final Acceptance.

52. PRESERVATION AND PLANTING OF TREES

The Developer and subsequent owners must preserve all healthy trees within the limits of the Subdivision, except for the actual area of travelled roadway, boulevard and ancillary driveways and building sites. Whether on the road allowance, on other public lands, or on individual lots, vegetation shall be retained in compliance with the approved Landscape and Tree Retention Plan where applicable listed in Schedule H. Any deviation shall require written Town permission.

53. ENVIRONMENTAL SITE REMEDIATION

The Developer shall be solely responsible for complying with Provincial requirements respecting the environmental condition of the Lands, soils and groundwater associated with the subdivision in the event any site contamination is discovered on the Land or any other lands subject of any work required by any Plan described by this agreement. The Developer shall be responsible for engaging qualified persons to conduct any remediation work, provide documentation and certification to ensure the condition of the Lands is suitable for residential use or other use to which the lands shall be placed. This requirement shall include providing a Record of Site Condition, Site Specific Risk Assessment or any such similar document and registering same with the appropriate approval authorities. The Developer acknowledges that the Town, in signing this agreement, in no way warrants the environmental condition of the Lands or any other public or private lands associated with the subdivision is suitable for the use intended by the Developer.

54. PLANS AND SPECIFICATIONS

- a) The Developer shall prepare, at its expense, all plans, specifications, engineering drawings/calculations, site or other plans as may be required;
- b) The Developer shall prepare estimates of the costs of construction of all services, which shall be herein attached;
- c) The Developer shall supply the following required drawings in both hard copy and digital format (autocad and pdf) to the Town:
 - i. 2 copies of the registered plan;
 - ii. 2 copies of the approved Engineering Drawings including all servicing plans;
 - iii. one mylar copy and one set of computer files (AutoCAD format) on disk of the record drawings, also known as 'as constructed' or 'as-built' drawings, upon completion of the Services for the all the public services/works constructed within or outside of the Plan. This set of drawings shall be accompanied by a certificate from the Developer's Engineer certifying that all the Services have been installed under his supervision and that the work conforms to the approved plans and specifications.

55. WATER DISTRIBUTION SYSTEM AND STREET LIGHTING INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR COSTS

- a) The Developer shall construct and install the sewage collection, water distribution system, and street lighting, and maintain and keep the same in repair until a Certificate of Maintenance and Final Acceptance is issued pursuant to Section 19 hereof.
- b) The Developer covenants and agrees that it will require of every purchaser of any part of the said lands that such purchaser shall be required to pay fees for sewage collection and water supply in accordance with the billing requirements of the Town used prior to the first purchaser taking possession of the home after which all future billing will be to the new owner.

- c) After the assumption of the ownership of the water distribution system and sewage collection system by the Town, the Developer and every subsequent owner of the lands or any parts thereof shall be responsible to pay an annual utility rate to the Town to cover the cost of maintaining, operating, and replacing the sewage collection system and water distribution system, such rate to be levied against all owners of lands within the Plan.
- d) The Developer agrees to deliver a copy of this clause to every builder obtaining a Building Permit and to every prospective purchaser of any dwelling for any lot on the said lands.
- e) No owner of any part of the lands described in Schedule "A" hereto shall construct or install any private water well water source on the said lands or any part thereof.

56. **COVENANTS**

- a) The Developer covenants and agrees not to convey or otherwise dispose of any part of the lands, unless the person to whom the transfer is to be made enters into a covenant in a form satisfactory to the Town to abide by the provision of this Agreement and not to apply for a Building Permit unless the requirement of Section 41 of this agreement have been fully complied with and which covenant shall require that any further conveyance shall not be made unless the person to whom it is to be further conveyed enters into a similar covenant in a form satisfactory to the Town. The provisions of this Section will not apply to the sale of any lot on which a building has been erected and such lot has been discharged from the provisions of this agreement.
- b) In the event that the Developer sells a lot to a building contractor and the purchaser executes a covenant with the Town to abide by the terms of this Subdivision Agreement including the provisions of this Section, then the Developer shall be released from the terms of this Section in regard to his obligation relating to landscaping and drainage.
- c) The Developer hereby covenants and agrees with the Town at its sole cost and expense in the manner and within the time limited by this Subdivision Agreement to comply in full with all of the terms and conditions set forth in the Schedules attached hereto and by this reference forming a part hereof, including any amendments or revisions hereinafter made thereto where applicable, any other governmental agency, to the satisfaction of the Town.
- d) The Developer hereby covenants and agrees to execute such further or other deeds, contracts, agreements, or assurances, whether under seal or otherwise, as may be necessary or appropriate and reasonably required by the Town in the circumstances in order to give effect to all other provisions of this Subdivision Agreement.
- e) The Developer covenants and agrees to comply with all relevant building, zoning, and other by-laws of the Town, including the Building Code of the Province of Ontario, in connection with the implementation of all of the provisions of this Subdivision Agreement including the construction of the works herein required to be made as well as in connection with the issuance of building permits and occupancy permits for building lots or blocks set forth on the Plan of Subdivision finally approved and further covenants and agrees to pay all requisite fees and costs required by the Town in that regard pursuant to said By-laws and the Building Code.
- f) The Developer covenants and agrees to comply with any and all requirements of the County of Wellington necessary to finalize conditions of draft plan approval.
- g) The Developer covenants and agrees not to call into question, directly or indirectly, or to oppose any proceedings whatsoever, whether in law or in equity or before any administrative tribunal, governmental authority, or board or court, the right of the Town to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement, and condition contained herein and the Developer further covenants and agrees that the provisions of this Clause may be pleaded by the Town as an estoppel against the Developer or its permitted successors and assigns at any such proceedings.

57. **DEFINITIONS**

- a) **‘Services’** – includes all public works and facilities, such as water, drainage, roads, and may include other public facilities such as hydro, postal station, which serve the subject lands as part of the development of a plan of subdivision.
- b) **‘Sewage Approval Authority’** – refers to the Town, or such other approval authority where approval has been transferred by agreement with the Town, of sewage disposal systems and defined under the Ontario Building Code Act.
- c) **‘The Works’** – refers to any and all installation, construction or alteration of any water main, water appurtenance, water treatment facility, roads, walkways, trails, storm sewer, sanitary sewer, drainage feature or facility, grading, street lighting, landscaping or similar matter to be completed by the Developer through the terms and approvals of this agreement.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

It is agreed and understood that Schedules "A" through "J" inclusive, affixed hereto, form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

this _____ day of _____ A.D.

| | |
|---------------------------|---------------------------|
| | (CLAIR RIDGE ESTATES LTD. |
| | (|
| Developer's Address _____ | (|
| | (_____ |
| | (Developer |
| Mortgagee's Address | (|
| | (|
| | (_____ |
| | (Mortgagee |
| | (|
| | (THE CORPORATION OF THE |
| | (TOWN OF MINTO |
| | (|
| | (|
| | (_____ |
| | (George Bridge, Mayor |
| | (|
| | (|
| | (_____ |
| | (Bill White, CAO/Clerk |

SCHEDULE "A" OF SUBDIVISION AGREEMENT

DESCRIPTION OF LAND BEING SUBDIVIDED

Part of Park Lots 16, 17 and 18 Western Canada Loan and Savings Company Plan (geographic Township of Palmerston) in the Town of Minto, in the County of Wellington.

As identified within Draft Plan of Subdivision No. 23T-90021, as amended and Registered Plan M - ____.

SCHEDULE "B" OF SUBDIVISION AGREEMENT

Conditions of Draft Plan Approval

THE CORPORATION OF THE COUNTY OF WELLINGTON

DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON

With respect to an application by Dan Sinclair, Clair Ridge Estates Limited pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a Red-line Revision of a residential plan of subdivision, being Part of Park Lots 16, 17 and 18, Western Canada Loan and Savings Company Plan, geographic Town of Palmerston, now Town of Minto, County of Wellington:

THAT the application by Dan Sinclair for a Red-lined Revision of a residential Draft Plan of Subdivision is hereby approved _____, subject to the following conditions of approval:

| No. | Condition: |
|-----|--|
| 1. | THAT this Red-lined Revision of draft plan of subdivision, County of Wellington File No. 23T-90021, draft plan Project No. 1326, as lastly revised on September 6, 2017 by Astrid J. Clos, Planning Consultants, certified by James laws, O.L.S., Van Harten Surveying Inc. and showing Part of Park Lots 16, 17 and 18, Western Canada Loan and Savings Company Plan, geographic Town of Palmerston, now Town of Minto with 28 single detached residential lots (Lots 1 – 28); Stormwater Management (Block 29); 3 Future Development Blocks (Blocks 30, 31, 32); Servicing/walkway (Block 33); 0.3m reserve (Block 34) and roads being a total area of 3.286 hectares. |
| 2. | THAT the road allowances included in this draft plan shall be shown and dedicated as public highway on the final plan. The subdivision agreement shall provide for the assumption of the roads by the Town of Minto.. |
| 3. | THAT the streets shall be named to the satisfaction of the Town of Minto; and that such street names shall not be a duplicate in wording or phonetic sounding of any street name elsewhere in the County of Wellington. |
| 4. | THAT any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and to be held in trust, by the Town of Minto. |
| 5. | THAT Block 33 shall be shown and dedicated to the Town of Minto as a public walkway on the final plan. |
| 6. | THAT the Owner satisfy the requirements of the Town of Minto in reference to parkland dedication in accordance with the provisions of the Planning Act, R.S.O. 1990 as amended. |
| 7. | THAT the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Town of Minto concerning the provisions of roads, provision of street signs, installation of services, and potable water facilities, waste disposal systems, storm water management and drainage. |
| 8. | THAT the Town of Minto advise the County of Wellington that adequate water and sewage treatment plant capacity is available for the proper and orderly development of this proposed plan of subdivision. |
| 9. | THAT the owner shall prepare an engineering report to the satisfaction of the Town of Minto that indicates that the lots, as proposed, can be serviced with gravity sanitary sewers. |
| 10. | THAT such easements as may be required for utility, telecommunication services, servicing and storm water management or drainage purposes shall be granted to the appropriate authority. |
| 11. | THAT the Town of Minto advise the County of Wellington that appropriate zoning is in effect for the development of the subject lands. |
| 12. | THAT the subdivision agreement between the owner and the municipality contain phasing arrangements to the satisfaction of the municipality. |

13. THAT the subdivision agreement between the owner and the Town of Minto shall contain provisions satisfactory to the Town of Minto for:
 - a) the installation, completion and maintenance, until final assumption by the Town of Minto, of the potable water facilities, waste disposal facilities; and including all the necessary provincial approvals.
 - b) the maintenance of all storm water management systems in accordance with the approved plans throughout all phases of grading and construction until final assumption by the Town of Minto.
14. THAT the subdivision agreement between the Owner and the Town of Minto contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
15. THAT prior to final approval of the plan by the County of Wellington and prior to any grading or construction on the site, the Owner submit for the plan of subdivision the following plans and reports to the satisfaction and approval of the Town of Minto, the Maitland Valley Conservation Authority and the County of Wellington's Engineer:
 - i) a final detailed Storm Water Management Design Report and Plans.
 - ii) A storm servicing plan showing the layout of the storm water management system and the means whereby storm water will be conducted from the site to a receiving body.
 - iii) A lot grading and drainage control plan showing the limits of all grading, including existing and proposed grades.
 - iv) An erosion and sediment control report and plan in accordance with the Maitland Valley Conservation's Guidelines on Erosion and Sediment Control for Construction Sites, including the means whereby erosion will be minimized and sediment maintained on-site throughout all phases of grading and construction, including a monitoring and maintenance plan and provision for timely revegetation of the site.
 - iv) the potential impacts of the proposed storm water management techniques on the water quality of the receiving waters, including recommendations on how these impacts will be mitigated.
16. THAT the subdivision agreement between the Owner and the Town of Minto shall contain provisions with respect to the following, with wording acceptable to the Town of Minto, Maitland Valley Conservation Authority and the County of Wellington, wherein the Owner agrees:
 - a) to carry out or cause to be carried out the works noted in condition No. 15;
 - b) to install the appropriate sediment control measures as approved by the Maitland Valley Conservation Authority, by the Town of Minto and the County of Wellington's Engineer; and,
 - c) and to develop the subject lands according to the site and grading plans which are acceptable to Town of Minto and to the Maitland Valley Conservation Authority. The plans shall indicate the locations of all proposed buildings, structures, accesses, site drainage and the existing and proposed grades.
 - d) neither to place nor remove fill of any kind whether originating on the site or elsewhere, nor to alter any existing vegetation, nor in any way disturb the lands within the limits of the proposed plan of subdivision without the prior written consent of the Maitland Valley Conservation Authority and of the Town of Minto.
17. THAT the subdivision agreement between the Owner and the Town of Minto shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate Hydro Provider for the provision of permanent and/or temporary electrical services to this plan.
18. THAT the subdivision agreement between the Owner and the Town of Minto shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate Telephone Provider for the provision of permanent and/or temporary telephone services to this plan.
19. THAT the subdivision agreement between the Owner and the Town of Minto shall contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Town of Minto in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".

20. THAT the subdivision agreement between the Owner and the Town of Minto be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County of Wellington.

24. THAT the Owner agrees in writing satisfactory to the Upper Grand District School Board to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either **ARC/INFO** export or **DXF** format containing the following information: parcel fabric, and street network.

25. THAT the Owner provide to the County of Wellington a digital file of the final plan of subdivision which is compatible with AUTOCAD “.dwg file”.

26. THAT the Owner's surveyor provide to the County of Wellington a copy of the deposited Reference Plan which has been submitted to the Land Registry/Titles Office for Wellington (No. 61) for “First Registration Under the Land Titles Act, R.S.O. 1990, chapter L.5”.

27. THAT the Owner's surveyor submit to the County of Wellington a written undertaking to provide to the County of Wellington **a mylar copy of the final plan as registered** in the Land Titles Office for Wellington (No. 61) within 14 days of the plan's having been registered.

28. **THAT, if final approval is not given to this revised draft plan 23T-90021 within five years of this revised draft approval, and if no extensions to this revised draft approval have been granted, draft approval shall lapse. If the Owner(s) wish to request an extension to draft approval, a written explanation, together with a resolution from the Town of Minto must be received by the Director of Planning for the County of Wellington prior to the lapsing date DATE, 2022.**

29. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the **Town of Minto how conditions Nos. 1 - 20 have been satisfied.**

30. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the **Maitland Valley Conservation Authority how conditions Nos. 15 & 16 have been satisfied.**

31. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the **Upper Grand District School Board how Condition Nos. 19 and 24 have been satisfied.**

32. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the **County of Wellington's Engineer how conditions Nos. 15 and 16 have been satisfied.**

33. THAT prior to final approval by the County of Wellington, the Owner remit to the County of Wellington the applicable final approval fee which is in effect at the time of the presentation of the final plan for final approval.

NOTES to DRAFT APPROVAL

1. It is the Applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, (to the attention of the: **Coordinator, Administration & Development**, 74 Woolwich Street, Guelph, ON N1H 3T9), and quoting the County's file number **(23T-90021)**.

2. We suggest that you make yourself aware of the following subsections of the Land Titles Act:
 - subsection 143(1) requires that all new plans be registered in a Land Titles system if the land is situated in a land titles division; and
 - subsection 143(2) allows certain exceptions.

3. If the agency condition(s) concerns a condition(s) in the subdivision agreement, a copy of the applicable agreement should be sent to them. This will expedite clearance of the final plan.

4. Payment of a clearance letter fee may be required by the clearing agencies before the clearance letter is issued; please contact the appropriate agency for information regarding this matter.

5. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity of the

Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "***DANGER - Overhead Electrical Wires***" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

6. The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication in service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e.911 Emergency Services).
7. The Developer is hereby advised that prior to the issuance of a building permit, Education Development Charges shall be collected on behalf of the Wellington Catholic District School Board and the Upper Grand District School Board.
8. **Clearances are required from the following agencies:**
 - Town of Minto**
 - Union Gas**
 - Upper Grand District School Board**
 - County of Wellington Engineer's Office**
 - Wellington County Planning Department**
9. All measurements in the subdivision final plan must be presented in metric units.
10. The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990, as amended

SCHEDULE "C" OF SUBDIVISION AGREEMENT

TOWN'S ENGINEERING STANDARDS

The Town's Engineering Standards are available at the following link on the Town's website <http://town.minto.on.ca/content/departments/public-works/municipal-servicing-design-standards-final-april-2016.pdf> and are on file in the Town of Minto Administrative building a copy of which the Developer and his Registered Professional Consulting Engineer acknowledge receipt of and agree to comply with when developing the lands described in this agreement.

SCHEDULE "D" OF SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED & ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION OF EACH PART OF THE WORKS: CLAIR RIDGE ESTATES

Works to be constructed include the supply and installation of all Municipal roads and services in accordance with the Engineering Standards and the drawings which have been accepted for construction. More specifically, the works may include construction of the following:

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
|--|---|------|-------|------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| SECTION I - ROADS & DRAINAGE | | | | | | | | | | | |
| 1.1 | Traffic Control | 100% | L.S. | \$500.00 | 50% | \$ 250.00 | 25% | \$ 125.00 | 25% | \$ 125.00 | \$ 500.00 |
| 1.2 | Tree Protection | 100% | L.S. | \$500.00 | 25% | \$ 125.00 | 25% | \$ 125.00 | 50% | \$ 250.00 | \$ 500.00 |
| 1.3 | Supply and Install Light Duty Silt Fence Barrier (OPSD-219.110) | 300 | m | \$10.00 | 80 | \$ 800.00 | 40 | \$ 400.00 | 180 | \$ 1,800.00 | \$ 3,000.00 |
| 1.4 | Supply, Excavate For and Install 375 mm Diameter Storm Sewer | 350 | m | \$90.00 | 25 | \$ 2,250.00 | 175 | \$ 15,750.00 | 150 | \$ 13,500.00 | \$ 31,500.00 |
| 1.5 | Removal of Full Depth Bituminous Pavement | 60 | m2 | \$10.00 | 60 | \$ 600.00 | 0 | \$ - | 0 | \$ - | \$ 600.00 |
| 1.6 | Earth Excavation (Grading) | 4200 | m3 | \$8.00 | 1092 | \$ 8,736.00 | 966 | \$ 7,728.00 | 2,142 | \$ 17,136.00 | \$ 33,600.00 |
| 1.7 | Supply, Excavate For and Install 150 mm Diameter Perforated Corrugated Plastic Sub-Drain With Geotextile | 700 | m | \$15.00 | 175 | \$ 2,625.00 | 175 | \$ 2,625.00 | 350 | \$ 5,250.00 | \$ 10,500.00 |
| 1.8 | Construct 1500 mm Diameter Catchbasin Maintenance Hole (OPSD-701.011) | 2 | Each | \$3,600.00 | 1 | \$ 3,600.00 | 1 | \$ 3,600.00 | 0 | \$ - | \$ 7,200.00 |
| 1.9 | Construct 1200 mm Diameter Catchbasin Maintenance Hole (OPSD-701.010) | 8 | Each | \$3,200.00 | 3 | \$ 9,600.00 | 2 | \$ 6,400.00 | 3 | \$ 9,600.00 | \$ 25,600.00 |
| 1.10 | Construct 800 mm x 1450 mm Twin Inlet Catchbasin (OPSD-705.020) | 6 | Each | \$1,800.00 | 1 | \$ 1,800.00 | 2 | \$ 3,600.00 | 3 | \$ 5,400.00 | \$ 10,800.00 |
| 1.11 | Supply and Install Catchbasin Frame and Grate (OPSD-400.110) | 22 | Each | \$400.00 | 6 | \$ 2,400.00 | 7 | \$ 2,800.00 | 9 | \$ 3,600.00 | \$ 8,800.00 |
| 1.12 | Granular "B", Type 1 | 4500 | Tonne | \$11.00 | 1170 | \$ 12,870.00 | 1035 | \$ 11,385.00 | 2,295 | \$ 25,245.00 | \$ 49,500.00 |
| 1.13 | Granular "A" | 2000 | Tonne | \$15.00 | 520 | \$ 7,800.00 | 460 | \$ 6,900.00 | 1,020 | \$ 15,300.00 | \$ 30,000.00 |
| 1.14 | Calcium Chloride | 1000 | Kg | \$1.00 | 260 | \$ 260.00 | 230 | \$ 230.00 | 510 | \$ 510.00 | \$ 1,000.00 |
| 1.15 | Water For Compaction and Dust Control | 200 | m3 | \$5.00 | 52 | \$ 260.00 | 46 | \$ 230.00 | 102 | \$ 510.00 | \$ 1,000.00 |
| 1.16 | Concrete Curb and Gutter (All Types) | 780 | m | \$55.00 | 203 | \$ 11,165.00 | 179 | \$ 9,845.00 | 398 | \$ 21,890.00 | \$ 42,900.00 |
| 1.17 | Hot Mix Asphalt HL4 Binder Course | 450 | Tonne | \$85.00 | 117 | \$ 9,945.00 | 103 | \$ 8,755.00 | 230 | \$ 19,550.00 | \$ 38,250.00 |
| 1.18 | Hot Mix Asphalt HL3 Surface Course | 400 | Tonne | \$85.00 | 104 | \$ 8,840.00 | 92 | \$ 7,820.00 | 204 | \$ 17,340.00 | \$ 34,000.00 |
| 1.19 | Hot Mix Asphalt HL3C In Driveways and Boulevards | 1000 | m2 | \$20.00 | 260 | \$ 5,200.00 | 230 | \$ 4,600.00 | 510 | \$ 10,200.00 | \$ 20,000.00 |
| 1.2 | Topsoil (Imported) | 4200 | m2 | \$5.00 | 1092 | \$ 5,460.00 | 966 | \$ 4,830.00 | 2,142 | \$ 10,710.00 | \$ 21,000.00 |
| 1.21 | Sodding | 4200 | m2 | \$6.50 | 1092 | \$ 7,098.00 | 966 | \$ 6,279.00 | 2,142 | \$ 13,923.00 | \$ 27,300.00 |
| 1.22 | Storm Services | 28 | Each | \$900.00 | 4 | \$ 3,600.00 | 10 | \$ 9,000.00 | 14 | \$ 12,600.00 | \$ 25,200.00 |
| 1.23 | Sidewalk | 525 | m2 | \$55.00 | 137 | \$ 7,535.00 | 120 | \$ 6,600.00 | 268 | \$ 14,740.00 | \$ 28,875.00 |
| SUB-TOTAL - SECTION I - ROADS & DRAINAGE | | | | | | \$ 112,819.00 | | \$ 119,627.00 | | \$ 219,179.00 | \$ 451,625.00 |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
| SECTION II - SANITARY SEWERS | | | | | | | | | | | |
| 2.1 | Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer | 450 | m | \$150.00 | 120 | \$ 18,000.00 | 105 | \$ 15,750.00 | 225 | \$ 33,750.00 | \$ 67,500.00 |
| 2.2 | Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010) | 5 | Each | \$3,500.00 | 2 | \$ 7,000.00 | 0 | \$ - | 3 | \$ 10,500.00 | \$ 17,500.00 |
| 2.3 | Supply and Install Maintenance Hole Frame and Cover (OPSD-401.010, Type "A") | 5 | Each | \$500.00 | 2 | \$ 1,000.00 | 0 | \$ - | 3 | \$ 1,500.00 | \$ 2,500.00 |
| 2.4 | Supply Excavate For and Install 120 mm Dia. (DR-28, PVC) Sanitary Service Including 50 mm X 75 mm Marker At Property Line | 28 | Each | \$1,200.00 | 4 | \$ 4,800.00 | 10 | \$ 12,000.00 | 14 | \$ 16,800.00 | \$ 33,600.00 |
| SUB-TOTAL - SECTION II - SANITARY SEWERS | | | | | | \$ 30,800.00 | | \$ 27,750.00 | | \$ 62,550.00 | \$ 121,100.00 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
|--|---|------|------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| SECTION III - WATERWORKS | | | | | | | | | | | |
| 3.1 | Connection To Existing Watermain | 2 | each | \$1,500.00 | 1 | \$ 1,500.00 | 1 | \$ 1,500.00 | 0 | \$ - | \$ 3,000.00 |
| 3.2 | Supply, Excavate For and Install 150 mm Dia. (DR-18, CL 150 PVC) Ring-Tite Watermain Including Tracer Wire | 450 | m | \$190.00 | 120 | \$ 22,800.00 | 105 | \$ 19,950.00 | 225 | \$ 42,750.00 | \$ 85,500.00 |
| 3.4 | Supply, Excavate For and Install 150 mm Dia. Gate Valve and Box | 3 | Each | \$1,700.00 | 3 | \$ 5,100.00 | 0 | \$ - | 0 | \$ - | \$ 5,100.00 |
| 3.5 | Supply and Install Anodes (DZP-12, 5.4 Kg) On Iron Fittings and Valves | 7 | Each | \$850.00 | 3 | \$ 2,550.00 | 0 | \$ - | 4 | \$ 3,400.00 | \$ 5,950.00 |
| 3.6 | Supply, Excavate For and Install 20 mm Dia. Type "K" Copper Water Service Including Connection To New PVC Watermain Including 50 mm X 75 mm Marker At Property Line | 28 | Each | \$1,300.00 | 4 | \$ 5,200.00 | 10 | \$ 13,000.00 | 14 | \$ 18,200.00 | \$ 36,400.00 |
| SUB-TOTAL - SECTION III - WATERWORKS | | | | | | \$ 37,150.00 | | \$ 34,450.00 | | \$ 64,350.00 | \$ 135,950.00 |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
| SECTION IV - MISCELLANEOUS | | | | | | | | | | | |
| 4.1 | Construction Layout | 100% | LS | \$8,000.00 | 29% | \$ 2,320.00 | 23% | \$ 1,840.00 | 48% | \$ 3,840.00 | \$ 8,000.00 |
| 4.2 | Provide Bonding | 100% | LS | \$0.00 | 29% | \$ - | 23% | \$ - | 48% | \$ - | \$ - |
| 4.3 | Electric/Street Lighting | 28 | Each | \$3,000.00 | 4 | \$ 12,000.00 | 10 | \$ 30,000.00 | 14 | \$ 42,000.00 | \$ 84,000.00 |
| 4.4 | Lot Trees | 28 | Each | \$350.00 | 4 | \$ 1,400.00 | 10 | \$ 3,500.00 | 14 | \$ 4,900.00 | \$ 9,800.00 |
| 4.5 | Storm Water Management Facility, Outlet and Landscaping | 1 | L.S. | \$100,000.00 | | \$ - | 1 | \$ 100,000.00 | 0 | \$ - | \$ 100,000.00 |
| SUB-TOTAL - SECTION IV - MISCELLANEOUS | | | | | | \$ 15,720.00 | | \$ 135,340.00 | | \$ 50,740.00 | \$ 201,800.00 |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
| | SECTION I - ROADS AND DRAINAGE | | | | | \$ 112,819.00 | | \$ 119,627.00 | | \$ 219,179.00 | \$ 451,625.00 |
| | SECTION II - SANITARY SEWERS | | | | | \$ 30,800.00 | | \$ 27,750.00 | | \$ 62,550.00 | \$ 121,100.00 |
| | SECTION III - WATERWORKS | | | | | \$ 37,150.00 | | \$ 34,450.00 | | \$ 64,350.00 | \$ 135,950.00 |
| | SECTION IV - MISCELLANEOUS | | | | | \$ 15,720.00 | | \$ 135,340.00 | | \$ 50,740.00 | \$ 201,800.00 |
| | CONTINGENCY & ENGINEERING ALLOWANCE (15%) | | | | | \$ 29,473.35 | | \$ 47,575.05 | | \$ 59,522.85 | \$ 136,571.25 |
| | SUB-TOTAL | | | | | \$ 225,962.35 | | \$ 364,742.05 | | \$ 456,341.85 | \$ 1,047,046.25 |
| | PLUS 13% H.S.T. (of above Sub-Total) | | | | | \$ 29,375.11 | | \$ 47,416.47 | | \$ 59,324.44 | \$ 136,116.01 |
| | TOTAL ESTIMATED CONTRACT COST | | | | | \$ 255,337.46 | | \$ 412,158.52 | | \$ 515,666.29 | \$ 1,183,162.26 |

SCHEDULE "E" OF SUBDIVISION AGREEMENT

LIST OF MONIES PAYABLE BY THE DEVELOPER TO THE TOWN

| | | |
|----|--|--------------|
| 1. | Cash-in-lieu of parkland (As per Planning Act) | \$ 15,000.00 |
| 2. | Cost of Subdivision Agreement preparation, registration, etc | \$ 6,000.00 |
| 3. | Estimated cost of 100% of all required works Phase1 | \$255,337.00 |

SCHEDULE "F" OF SUBDIVISION AGREEMENT

LOTS REQUIRING SPECIAL ATTENTION

.

SCHEDULE "G" OF SUBDIVISION AGREEMENT

LANDS AND EASEMENTS TO BE DEEDED TO THE TOWN

Blocks as noted below, Registered Plan M - _____ (to be supplied when plan is prepared for registration):

For Public Purposes

Block 29 (0.197 ha stormwater management and public purposes)

Easements as described below (to be supplied when plan is prepared for registration) if necessary.

6.0 metre minimum servicing easement from subject lands northerly to Derby Street unopened road allowance

SCHEDULE "H" OF SUBDIVISION AGREEMENT

MASTER GRADING AND DRAINAGE PLAN

TREE RETENTION PLAN

The Developer agrees to comply with the Town Tree Retention Policy available on-line at the following link <http://town.minto.on.ca/content/departments/cao-clerk/policies/4.19-retention-and-management-of-trees-in-minto.pdf> and where required shall file a Tree Retention Plan with the Town of which the full size plans are lodged at the Town office.

SCHEDULE "I" OF SUBDIVISION AGREEMENT
LIST OF APPROVED ENGINEERING DRAWINGS
LODGED WITH THE TOWN

1. Drawing No. 1 – Plan and Profile – Street “A” – Rev. _ – dated _____ 2017
2. Drawing No. 2 – Plan and Profile – Sanitary Sewer Easement – Rev. _ – dated _____
2017
3. Drawing No. 3 – Overall Grading Plan – Rev. _ – dated _____
4. Drawing No. 4 – Storm Drainage Details – Rev._ – dated _____

SCHEDULE "J" OF SUBDIVISION AGREEMENT
DECLARATION OF PROGRESS & COMPLETION

TOWN OF MINTO

SUBDIVISION Clair Ridge Estates

DEVELOPER Clair Ridge Estates Ltd.

DEVELOPER'S CONSULTING ENGINEER Triton Engineering Services Limited

As required by the Agreement between the Corporation of the Town of Minto and the Developer
dated: _____

1. The Developer hereby agrees and undertakes to complete the construction of the Works as required by the above mentioned Agreement in accordance with the time schedule for the completion of services as approved by the Town and more specifically in accordance with the following schedule and conditions:
 - (1) Before any buildings erected on the lots or blocks in the Plan are occupied all the Requirements for Occupancy as set out in Item 42 shall be complied with.
 - (2) Granular "B", and a minimum of 75 mm of Granular "A", curbs, gutter, sidewalk on or before

 - (3) Site Grading, storm water retention, topsoil and seeding of private blocks and parks on or before

 - (4) Boulevard restoration of all roads on or before

 - (5) Top 75 mm of Granular "A" and Hot Mix Asphalt Base Course on or before

2. The Developer further agrees, that the Town is hereby authorized to carry out, at his expense, any of the work set out in this Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Town's authorization is limited only to that work required under the Declaration.
3. The Developer undertakes to properly maintain the gravel road base at all times and to keep all roads in a mud-free condition until such time as the roads, including boulevards, have been completed and assumed by Municipal By-law.
4. The Developer further agrees and the Town is hereby authorized to undertake any of the maintenance work as set out under Section 3 above, not completed in accordance with Section 21 of the Agreement at his expense, and without limiting the generality of the foregoing, the municipality's cost shall be the cost of materials, equipment, rental, labour, payroll burden, plus 30% for overhead.
5. It is understood and agreed that should the Developer fail to construct the remaining works, as stipulated, and by such dates as provided by this undertaking, the Developer shall pay to the municipality, as predetermined liquidated damages, as stipulated in Section 8b) – Declaration of Progress and Completion.

SIGNED _____
Developer

Seal or Witness _____

Date _____

The Corporation of the Town of Minto
By-law No. 2017-84

to authorize a Subdivision Agreement with First G. Capital Inc. with respect to lands north of Main Street Street East of White's Road in the former Town of Palmerston.

WHEREAS First G. Capital Ltd. is the owner of the following lands (herein called "the lands"):

In the Town of Minto (formerly Town of Palmerston), County of Wellington, Province of Ontario, being composed of Part of Lot 20 Concession 1, Part 1 Plan 61R-11191 geographic Township of Minto, in the Town of Minto, in the County of Wellington.

AND WHEREAS First G. Capital Inc. has applied to The Corporation of the County of Wellington pursuant to the provisions of Section 51 of the Planning Act as amended for approval of a residential plan of subdivision on the lands and the County has issued "Conditions of Approval for Draft Plan of Subdivision 23T-1003" February 9, 2012 with an extension provided on October 3rd, 2016 and the conditions require First G. Capital Inc. to enter into an agreement with The Corporation of the Town of Minto as is provided for in subsection 51 (25) of the said Act.

AND WHEREAS Subsection 51 (26) of the Planning Act as amended provides that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreement may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner, and subject to the Land Titles Act, any and all subsequent owners of the land.

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

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

1. The Corporation of the Town of Minto shall enter into a Subdivision Agreement with First G. Capital Inc. with respect to the lands in substantially the same form as the draft agreement attached hereto as Schedule A.
2. Upon execution of the Subdivision Agreement by First G. Capital Inc. the Mayor and the C.A.O. Clerk of the Corporation are hereby authorized and directed to sign the agreement, and upon receipt of the securities and insurance requirements provided for in it, the Clerk shall cause the agreement to be registered on the title to the lands.
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 17th day of October, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

SUBDIVISION AGREEMENT

Between

TOWN OF MINTO

and

FIRST G CAPITAL INC.

SUBDIVISION AGREEMENT

INDEX

1. ORDER OF PROCEDURE
2. ATTACHED SCHEDULES
3. TOWN'S LEGAL AND ENGINEERING COSTS
4. DEVELOPER'S CONSULTING ENGINEER
5. DEVELOPER'S EXPENSES
6. VOIDING AGREEMENT
7. APPROVAL OF PLANS AND CONSTRUCTION OF WORKS
8. CONTRACTOR
9. SCHEDULING OF WORKS
10. NOTIFICATION OF COMMENCEMENT
11. PROGRESS OF WORKS
12. DECLARATION OF PROGRESS AND COMPLETION
13. WORKS TO BE INSTALLED
14. INSPECTION AND ACCEPTANCE OF WORKS
15. STAGING
16. ASSUMPTION OF SERVICES
17. SECURITIES
18. MAINTENANCE OF WORKS
19. FINAL ACCEPTANCE OF WORKS/SUBSTANTIAL COMPLETION
20. DISCHARGE OF SECURITIES
21. STATUTORY DECLARATION OF ACCOUNTS PAID
22. USE OF WORKS BY TOWN
23. WINTER ROAD MAINTENANCE
24. EMERGENCY REPAIRS
25. DEVELOPER'S LIABILITIES
26. INSURANCE
27. UTILITY COSTS AND CHARGES
28. STREET NAMES AND NUMBERS
29. CONSTRUCTION REFUSE
30. ACCESS ROADS
31. DAMAGE TO EXISTING PLANT
32. DUST CONTROL
33. DRAINAGE PLAN
34. DRAINAGE
35. LANDS FOR MUNICIPAL PURPOSES
36. REGISTRATION
37. REPLACEMENT OF SURVEY BARS
38. LEGAL NOTICE TO DEVELOPER
39. MORTGAGEE BECOMING OWNER
40. ASSIGNMENT OR TRANSFER OF MORTGAGE
41. REQUIREMENTS FOR BUILDING PERMITS
42. REQUIREMENTS FOR OCCUPANCY
43. OCCUPANCY LIQUIDATED DAMAGES
44. ROADWAYS, SIDEWALKS AND WALKWAYS
45. LOTS REQUIRING SPECIAL ATTENTION
46. RELEASE OF LANDS
47. THIRD PARTY CLEARANCE
48. DRAINAGE AND LOCAL IMPROVEMENT CHARGES
49. SANITARY SEWER, WATER DISTRIBUTION AND SUPPLY
50. PLEDGE OF TITLE TO LANDS
51. SIGNS
52. PRESERVATION AND PLANTING OF TREES
53. ENVIRONMENTAL SITE REMEDIATION
54. PLANS AND SPECIFICATIONS
55. WATER DISTRIBUTION SYSTEM AND STREET LIGHTING INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR COSTS
56. CONVENANTS
57. DEFINITIONS

SUBDIVISION AGREEMENT

INDEX OF SCHEDULES

DECLARATION OF PROGRESS AND COMPLETION

(Plans to be lodged with the Town)

| | |
|----------------------------|---|
| <u>Schedule “A”</u> | Description of Lands being subdivided and draft plan of Subdivision |
| <u>Schedule “B”</u> | Draft Plan of Subdivision and Conditions of Draft Approval |
| <u>Schedule “C”</u> | Town’s Engineering Standards |
| <u>Schedule “D”</u> | Works to be constructed and itemized estimate of Costs of Construction of each part of the works |
| <u>Schedule “E”</u> | List of Monies Payable by the Developer to the Town |
| <u>Schedule “F”</u> | List of Lots Requiring Special Attention |
| <u>Schedule “G”</u> | Land and Easements to be Deeded to the Town |
| <u>Schedule “H”</u> | Building Envelope Plan, which may include Lot Grading and Drainage, Landscaping and Tree Retention (as needed) |
| <u>Schedule “I”</u> | List of Approved Engineering Drawings |
| <u>Schedule “J”</u> | Declaration of Progress and Completion |

SUBDIVISION AGREEMENT

THE AGREEMENT made in quadruplicate on the 5th day of September of 2017.

BETWEEN:

FIRST G CAPITAL INC.

hereinafter called the DEVELOPER of the FIRST PART

-and-

THE TOWN OF MINTO

hereinafter called the TOWN of the SECOND PART

-and-

hereinafter called the MORTGAGEE of the THIRD PART

WHEREAS the Developer is the owner of the land described in Schedule "A" to this Agreement and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by a registered plan of subdivision;

AND WHEREAS the Developer warrants that he is the registered owner of the lands and has applied to the County of Wellington, hereinafter called the County, for approval of a plan of subdivision hereinafter called the Plan, which is described hereto in Schedule "B" to this Agreement;

AND WHEREAS the Developer represents that the Mortgagee(s) is(are) the only mortgagee(s) of the lands;

AND WHEREAS a condition of the County of Wellington draft plan approval requires that the Developer enter into an Agreement with the Town to construct and install certain roadways, sanitary sewer, watermain, storm sewers, street lights, landscaping, conservation works, and any other requirements as hereinafter provided and herein referred to as the "Works" and to make financial arrangements with the Town for the installation and construction of required services before final approval of the Plan by the County;

AND WHEREAS the Developer is required to meet all conditions of Draft Approval for the subject Plan of Subdivision which are attached as Schedule "B" to this Agreement prior to Final Approval and registration of the Plan of Subdivision;

AND WHEREAS the Developer is required to dedicate, for public parks purposes, certain portions of the lands or make a cash payment to the Town in lieu of dedicating such land;

AND WHEREAS the word "Developer", where used in the Agreement, includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt of which is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. ORDER OF PROCEDURE

Before the Town advises the County that its conditions have been met respecting the proposed subdivision, the Developer shall:

- a) Deposit with the Town all deposits and cash outlined in Schedule 'E' including cash-in-lieu of parkland, subdivision agreement preparation, and the cost of remaining works on signing of agreement.
- b) Submit a General Plan outlining the services to be installed.

Prior to registering the Agreement, the Developer shall:

- a) Deposit with the Town, securities and insurance as outlined in the Agreement.
- b) Pay, in full, outstanding taxes or drainage and local improvement charges, whichever is applicable.
- c) Agree with the Town on the parcel(s) of land or easements to be deeded to the Town if applicable.
- d) Agree with the Town on the parcel(s) of land to be deeded to the Town for public purposes in accordance with Schedules "G" of the Subdivision Agreement.
- e) Have submitted and obtained the Town Engineer's approval of the following, all to be in accordance with the Town's approved Engineering Standards, and as may be applicable:
 - i) The Master Servicing Layout Plan including but not limited to Roads, Sidewalk, Street Lighting, Sanitary Sewer, Storm Drains and Watermain, whichever is applicable, comprising Plans and Profiles;
 - ii) The Master Servicing Layout Plan for utilities, including but not limited to hydro, telephone, gas;
 - iii) The Construction Plans for the Storm Water Management System;
 - iv) The Lot Grading and Landscaping Plan;
 - v) The Construction Plans of the Water Supply and Distribution System;
 - vi) The Construction Plans for access and internal roads;
 - vii) The Construction Plans for Storm and Sanitary Sewer;
 - viii) The Building and Sewage System Envelope Plan.
- f) Submit the Ministry of the Environment Certificate of Approval for the Water Treatment System, Water Distribution System, Sanitary System and Storm Sewer System where required.

Prior to the sale of the lot and/or the issuance of building permits, the Developer shall:

- a) Have obtained final approval of the Plan from the County of Wellington and have obtained registration of the Plan.
- b) Have complied with all the requirements of Section 41 of this Agreement.

Prior to any person occupying a building within the Subdivision, the Developer shall:

- a) Have complied with all the requirements of Section 42 of this Agreement.

2. ATTACHED SCHEDULES

The following Schedules are attached to and form part of this Subdivision Agreement, if deemed necessary by the Town:

- a) Schedule "A" Description of Lands being subdivided and draft plan of Subdivision
- b) Schedule "B" Draft Plan of Subdivision and Conditions of Draft Approval
- c) Schedule "C" Town's Engineering Standards
- d) Schedule "D" Works to be constructed and itemized estimate of Costs of Construction of each part of the works.
- e) Schedule "E" List of Monies Payable by the Developer to the Town
- f) Schedule "F" List of Lots Requiring Special Attention
- g) Schedule "G" Land and Easements to be Deeded to the Town
- h) Schedule "H" Building Envelope Plan, including Lot Grading and Drainage, Landscaping and Tree Retention Plan where applicable.

- i) Schedule "I" List of Approved Engineering Drawings
- j) Schedule "J" Declaration of Progress and Completion

3. TOWNS LEGAL AND ENGINEERING COSTS

The Developer agrees to pay all costs and deposits outlined in Schedule 'E' to this agreement. The Town agrees that any funds not utilized by the Town shall be reimbursed to the Developer except for \$3,000 which shall be retained for administrative costs pursuant to the Town's Fees and Services By-law.

The Developer agrees to pay to the Town the cost of the Town's Engineer for supervision and inspection of works associated with this plan of subdivision on behalf of the Town. And in this regard, agrees that the sum of \$6,000 outlined in Schedule 'E' payable to the Town prior to signing of this agreement is an initial deposit.

As accounts are received from the Town's lawyer and engineer, they will be paid by the Town and then submitted to the Developer for reimbursement, so that the initial deposit will again be built-up to enable the Town to pay the next accounts as they are received.

The Town agrees to use the same registered professional consulting engineer as the Developer namely Triton Engineering Services Limited.

4. DEVELOPER'S CONSULTING ENGINEER

The Developer shall employ professional engineers registered with the Association of Professional Engineers of Ontario to prepare and provide:

- a) Servicing designs according to Provincial, Town and other applicable standards.
- b) Master servicing drawings, grading and drainage plans and lot specific grading plans,
- c) Necessary construction contract(s) for installation of required work,
- d) All approvals from the Town, the Ministry of the Environment, Conservation Authorities, Utilities, and other Agencies, where applicable,
- e) Field layout, contract administration, and construction supervision services for required work consistent with the provisions of Section 14 of this agreement,
- f) All records of construction and, upon completion, to advise the Town Engineer of all construction changes and to prepare final "as constructed" drawings,
- g) Representation for the Developer in all matters pertaining to the construction and liaise with Town representatives,
- h) Co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all Works specified in this Agreement,
- i) To the Town a certificate with respect to each lot or building block for which a building permit application is made, certifying that the proposed construction is in conformity with the overall grading plan,
- j) To the Town, for each lot or block within the Plan, a certificate of final grade elevation indicating the property is in conformity with the overall grading plan at the time of preliminary acceptance.

5. DEVELOPER'S EXPENSES

Every provision of this Agreement, by which the Developer is obligated in any way, shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

6. VOIDING AGREEMENT

In the event that the Plan of Subdivision is not registered within three years from the date of signing the Subdivision Agreement, the Town may, at its option, declare this Agreement to be null and void, and any deposits or security in possession of the Town shall be forfeited to the Town who shall secure any balance owing with respect to preparation, administration, review and processing of this agreement.

7. APPROVAL OF PLANS AND CONSTRUCTION OF WORKS

The Developer and his/her registered professional consulting engineer shall have the plans and specifications for the Works approved by the Town, the Ministry of the Environment, Conservation Authorities, Utilities, and all other agencies, as required such plans to meet the applicable standard of the said agency.

Following the registration of the Plan, the Developer shall cause to be constructed all requisite Works, in order to provide services to the lots and building blocks within the Plan.

8. CONTRACTOR

The Works as set out in Schedule "D" shall be installed by professional contractor(s) retained by the Developer and approved in writing by the Town.

9. SCHEDULING OF WORKS

Prior to the start of construction, the Developer shall supply, for the Town's approval, a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Town may amend this schedule and the Developer must construct, install, or perform the Works as the Town from time to time may direct.

10. NOTIFICATION OF COMMENCEMENT

The Developer shall not commence the construction of any of the Works until the Developer has provided ninety-six (96) hours written notice to the Town of his intent to commence work.

It is the intent of this Agreement that the Works be performed expeditiously and continuously, that all underground services be installed within one year of the date of the signing of the Agreement, and that all above-ground services be installed in accordance with the Declaration of Progress and Completion as required under Clause 11 of this Agreement, unless extended by the Town. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Town before work is resumed.

11. PROGRESS OF WORKS

After the completion of the Underground Services, the Developer or his Engineer shall complete the Declaration of Progress and Completion and, from that date, the said Declaration shall apply and take precedence over Item 16. Prior to signing the Declaration of Progress and Completion, the Developer shall install all works in accordance with the Schedule of Works or as directed by the Town, and if he fails to do so, or having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Town, then, upon the Town giving seven (7) days written notice by prepaid registered mail to the Developer, the Town may, without further notice, enter upon the said lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of the faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with the cost of engineering, to the Developer who shall forthwith pay the same upon demand.

If the Developer fails to pay the Town within thirty (30) days of the date on the bill, the money owing may be deducted from the cash deposit or Letter of Credit. In the event that the Town must enter upon said lands and have the works completed or repaired due to situations as outlined above, any or all original drawings and specifications prepared by the Developer's engineer must be turned over to the Town for its use should it require same. It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the said works by the Town. The Town, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the Town. It is agreed that a copy of this Clause shall be delivered by the Developer to each and every builder who is or will seek to obtain a building permit for any lot or part of a lot on the said plan.

12. DECLARATION OF PROGRESS AND COMPLETION

- a) Prior to the approval of the underground services, the Developer shall provide the Town with an undertaking for the completion dates of all remaining works required by the Agreement and in a form similar to that attached to this Agreement as The Declaration of Progress and Completion.
- b) It is understood and agreed that, should the Developer fail to construct the remaining services, as stipulated, and by such dates as provided in the Declaration, the Developer shall pay to the Town, as predetermined liquidated damages, the sum of One Thousand Dollars (\$1000.00) for each and every day the said services are behind schedule of construction.

13. WORKS TO BE INSTALLED

- a) The Works to be installed are set out in Schedule "D" to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time, and from time to time during the development of the Subdivision, the

Town is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall construct, install, or perform such additional Works at the request of the Town.

- b) All catch basins and storm drains shall be flushed and cleaned by the Developer to the satisfaction of the Town prior to preliminary acceptance of the services by the Town, annually and again prior to Final Acceptance, at the sole discretion of the Town.
- c) Underground electrical distribution service shall be provided for all lots and blocks within the subdivision, according to standards and specifications approved by Westario. The Developer shall be responsible for design, approval, installation and acceptance of all electrical services.
- d) The Developer ensure that the electrical distribution, telephone, cable television and other such private utilities are located in a common trench, and shall be solely responsible for any and all arrangements respecting these private services with the responsible supplier.
- e) The Developer shall use its best efforts to locate all hydro transformers and switching boxes that are placed above and below ground are installed with consideration of individual lot access and development.
- f) Street lighting shall be supplied and erected by the Developer to the Town's specifications. All street lighting shall be erected and installed under the supervision and inspection of Westario.

14. INSPECTION AND ACCEPTANCE OF WORKS

- a) The Developer and his/her Registered Professional Consulting Engineer shall provide adequate supervision to ensure and to certify that Services required by this Agreement are installed in accordance with the engineered design in a good and workmanlike manner in accordance with all applicable municipal, County, Provincial or other standard.
- b) The Developer's engineer shall provide full time on-site inspection of the work being done pursuant to this Agreement.
- c) The Town, or its agents, shall have the right at any and at all times to enter onto the property to make whatever inspections it deems necessary, to stop work that it believes is not being done properly; and or to require that any work that has not been done properly be redone.
- d) When the Town has been notified in writing that all the services have been completed, the Town shall make an inspection. When the Town is satisfied that work is substantially complete, the Town shall issue a Certificate of Substantial Completion and Acceptance. The Certificate may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate and the acceptance of the services by the Town. The two-year Maintenance period will commence when this Certificate is issued.

15. STAGING

Any staging or phasing of servicing shall be outlined in this agreement and is subject to approval by the Town at its sole discretion. Where staging or phasing is applied, approval to move to a subsequent stage shall be granted when the services in the preceding stage have been brought up to the standards for occupancy as set out in Section 42.

16. ASSUMPTION OF SERVICES

Notwithstanding anything hereinafter set out, the Town shall not be obligated to assume the responsibility for and take over service provision to the Subdivision until Sections 18 and 19 have been complied with. The Developer is responsible for the maintenance and shall provide securities to the Town in the amount agreeable to the Town in the form of a Letter of Credit or a certified cheque, to ensure that the maintenance of the services, including snowplowing and sanding, are properly carried out, if deemed necessary by the Town.

If applicable and by mutual consent, this clause may be amended to adjust the required number of occupied dwellings before the Town assumes the work and services.

17. SECURITIES

At the time of executing the Subdivision Agreement and prior to registration, the Developer shall deposit with the Treasurer of the Town securities to cover the faithful performance of the Contract for the installation of the said services and the payment of all obligations arising there under the following:

- a. Cash or Letter of Credit in a form satisfactory to the Town in the amount of Fifty Percent (50%) of the estimated cost of the work for the respective Phase as set out in Schedule "D" of this Agreement.
- b. Cash deposit for engineering, legal and planning costs for the Town as required by municipal fees and services by-law.
- c. Any other cash payments or deposits as may be required by this agreement and the Schedules thereto.

Once 80% of the servicing work within a particular Phase of the subdivision is completed and Substantial Completion and Acceptance is granted by the Town for any portion of the work approved by the Developer's consulting engineer and accepted by the Town's Engineer, the cash security may be reduced from 50% to not less than a 100% of the remaining works for the respective Phase as set forth in Schedule "D". In no case will the security be reduced to less than 10% of the estimated cost of the works and services outlined in Schedule "D" for each and accumulative Phase until the expiration of the Maintenance Period and the granting of Final Acceptance by the Town as provided in Sections 18 and 19.

18. **MAINTENANCE OF WORKS**

The Developer will be responsible for the repair and maintenance of all Subdivision services for a period of two (2) years from the date of the Certificate of Substantial Completion and Acceptance or until such time as 70% of the lots in the particular phase of the subdivision have occupied dwellings erected thereon, whichever is the greater. This shall be called the **Maintenance Period**. If, during this period, the Developer fails to carry out maintenance work within 24 hours after receipt of a request from the Town, then the Town may, without further notice, undertake such maintenance work and the total cost of such work shall be borne by the Developer, the money owing may be deducted from the cash deposit or letter of credit. If the Developer fails to reimburse the Town held deposit within thirty (30) days of the date of billing, then no further approvals or release of monies shall occur.

During the Maintenance Period, Ten Percent (10%) of the estimated cost of the Works in each accumulative Phase as per Schedule "D" shall be retained by the Town in cash or security. Towards the end of the Maintenance Period, the Developer shall make a written request to the Town for a final inspection to be made and, notwithstanding the period noted above, the Maintenance Period will continue for a minimum of the original two (2) year or for thirty (30) days after the receipt of the Developer's written request for a final inspection, whichever period of time is the greater.

19. **FINAL ACCEPTANCE OF WORKS/SUBSTANTIAL COMPLETION**

On receipt of the Developer's request for a final inspection, the Town will inspect the work and, if satisfied, will issue the Certificate of Maintenance and Final Acceptance, at which time the remaining 10% of the cash or Letters of Credit will be released by the Town in accordance with Section 17.

It should be noted that the Certificate of Maintenance and Final Acceptance may be applied for by the Developer either after 70% of the lots have been developed or two years after the receipt of the Certificate of Substantial Completion and Acceptance, whichever is the greater.

Prior to the issuance of a Certificate of Maintenance and Final Acceptance and prior to releasing the remaining 10% of the cash or letter of credit, the Developer shall provide to the Town drawings and plans as per Section 54.

20. **DISCHARGE OF SECURITIES**

After the completion of Eighty Percent (80%) of the services in the Subdivision or in an approved stage of the Subdivision, the Developer may, as the work further proceeds to completion, submit a written application to the Town along with a Statutory Declaration of Accounts Paid and upon the Certificate of the Town engineer, to draw on the cash or Letter of Credit in amounts of not less than 5% of the cost of the work itemized in Schedule "D". After the completion of 80% of the work, the Town shall retain, at all times, not less than a 100% of the remaining works for the respective Phase as set forth in Schedule "D". In no case will the security be reduced to less than 10% of the estimated cost of the works and services outlined in Schedule "D" for each and accumulative Phase in question at which time the security may be reduced to the amount set out in Section 18 until the expiry of the Maintenance Period to guarantee the maintenance of the work during the period.

21. **STATUTORY DECLARATION OF ACCOUNTS PAID**

Upon applying for a reduction or discharge of securities or for a Certificate of Substantial Completion and Acceptance for the services within the Subdivision, the Developer shall supply the Town with a Statutory Declaration that all accounts for work and materials for said services have been paid except for normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

22. USE OF WORKS BY TOWN

The Developer agrees that:

- a) The Works may be used prior to acceptance, by the Town or other authorized persons for the purpose for which such works are designed.
- b) Such use shall not be deemed an acceptance of the Works by the Town.
- c) Such use shall not, in any way, relieve the Developer of his obligations in respect of the Works so used.

23. WINTER ROAD MAINTENANCE

Prior to the issuance of the Certificate of Maintenance and Final Acceptance, and subject to Section 13, the Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Town, through its servants, contractors, or agents, may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Town. All costs of such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the deposited securities.

The Developer further agrees that any work done by the Town pursuant to this contract before the roads are accepted by the Town shall not be deemed in any way to be an acceptance by the Town of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Town, while providing access by removing snow, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Town that he might have arising therefrom and covenants that he will make no claim against the Town for such interference or damage, providing the work is carried out in a normal and reasonable manner.

Representation may be made requesting that the Town consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

24. EMERGENCY REPAIRS

Employees or agents of the Town may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Town, or an assumption by the Town of any liability in connection therewith, or a release of the Developer from any of his obligations under the Agreement.

25. DEVELOPER'S LIABILITIES

Until the Town has issued the Certificate of Maintenance and Final Acceptance for the Works, the Developer shall indemnify the Town against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

26. INSURANCE

The Developer shall provide a certificate of insurance against all damages or claims for damage from a licensed Insurance Company satisfactory to the Town. Such policy or policies shall be issued in the joint names of the Developer and the Town and the form and content shall be subject to the approval of the Town. The policy shall remain in the custody of the Town during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000.00 all inclusive, but the Town shall have the right to set higher amounts.

The policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance. Issuance of such an insurance policy shall not be construed as relieving the Developer of responsibility for other or larger claims, if any, for which he may be held responsible.

27. UTILITY COSTS AND CHARGES

The Developer shall deal directly with Westario and all other Utility companies and shall be responsible for obtaining all approvals and permits and pay all fees and charges directly to the Utility. Copies of all approvals shall be provided to the Town prior to registration if requested.

28. STREET NAMES AND NUMBERS

The Developer shall name all streets within the Lands forming part of the Plan with names of Town of Minto Veterans of the First or Second World War as per the policy of the Town and subject to final approval by Town Council. Block or building numbers for municipal addressing purposes shall be assigned by the Town and shall be identified by the Developer on the lot during construction of any dwelling or other permitted building in accordance with any applicable Town requirements.

29. CONSTRUCTION REFUSE

All construction refuse and debris from the Subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer off the site of the Subdivision and approved by the Town. The Town is not responsible for the removal or disposal of refuse and debris. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or part of lot on the said Plan of Subdivision.

The Developer shall, at all times, keep the streets and boulevards in the Subdivision clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas, or other utilities.

The Developer shall immediately remove all mud and debris from the street, easements, and road allowances within the Plan of Subdivision as and when directed by the Town.

30. ACCESS ROADS

All access roads must be maintained by the Developer in good repair acceptable to the Town during the time of construction and no roadway outside the limits of the proposed subdivision may be closed without the written consent of the Town. For the purpose of obtaining such consent, the Developer shall advise the Town of the date and time he wishes to close the roadway.

The Developer agrees that all roads abutting on the Lands to be included in the final Plan and to be used for access during the construction of the houses or other buildings on the Plan shall be kept in good and usable condition throughout the period of construction and, if damaged, the Developer agrees to restore same immediately. All trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as not to scatter refuse, rubbish, or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Lands shall be removed immediately. If not removed after one (1) day's notice, the deposited material may be removed by the Town or someone designated by the Town at the Developer's expense.

31. DAMAGE TO EXISTING PLANT

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance, as a result of the Subdivision development and shall pay for any costs involved in the relocation of existing services, such as hydrants, telephone poles, etc., which may become necessary because of the development of the Subdivision.

32. DUST CONTROL

Prior to the acceptance of the completed roads, the Developer shall apply calcium chloride or other suitable dust suppressant to the roads in quantities sufficient to prevent any dust problem to traffic or home occupants.

33. DRAINAGE PLAN

Prior to the registration of this Agreement, the Developer shall have a Master grading and drainage plan and stormwater management report as required approved by the Town's Engineer and other authorities as required; and lodged with the Town. All lots shall be graded in accordance with this plan as part of initial site works.

Each lot shall have site specific lot grading and drainage plans, confirming development is and will be in accordance with the overall plan. This site specific plan shall include details of foundation drains and sump outlet, finished floor elevation, in addition to any other usual details needed to confirm conformity with the overall drainage plan on the lands.

34. DRAINAGE

34.1 RESPONSIBILITY OF DEVELOPER AND FUTURE OWNERS

It is understood and agreed by the parties hereto that drainage of surface waters on the lots and blocks in the Plan, after the release provided for in Section 46 hereof has been issued by the Town, remains the sole responsibility of the Developer and subsequent owners who shall not to impede, change or alter approved drainage and shall maintain adequate drainage of such surface waters. There shall be no alteration of the drainage without the express permission of the Town.

34.2 LOT GRADING AND DRAINAGE PLANS

All lots and blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the master grading and drainage plans as approved by and lodged with the Town under Section 33. At the time of building permit, a site specific lot grading and drainage plan prepared by a certified professional shall be submitted as part of the building permit application.

Until the roads laid out according to the Plan have been expressly assumed by By-law of the Town as part of the Town road system, the Developer shall provide adequate drainage of the surface water from the area subdivided, and shall ensure that proper erosion control measures are also taken. The Developer shall layout such roads and grade same, together with the lands surrounding same, in such a manner that no damage or harm shall result by reason of the drainage there from persons or property outside the Plan or to the Lands.

The Developer, at its sole cost and expense, including all registration costs and applicable taxes, if any, shall grant and convey to the Town, free and clear of any and all encumbrances, easements affecting the Lands as may be necessary or required in the sole opinion of the Town to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses draining on or from any part of the Lands. All such easements shall be shown on the approved final engineering drawings.

The Developer agrees that, if required drainage work for the subdivision results in drainage through property other than Lands subject of the subdivision plan, all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area and the same shall be subject to the prior approval of the Town and the Conservation Authority as needed. The Developer shall, at its sole cost and expense, including all registration costs and applicable taxes, if any, obtain from land owners adjoining the Lands all necessary easements and lands required by the Town with respect to the adjacent properties to properly facilitate drainage of the Lands and the contributing areas. The easements, land, servicing requirements and the documentation thereof shall be subject to the prior approval of the Town.

If, as the Plan develops, it becomes apparent to the Town, Conservation Authority or any other agency having jurisdiction that further work is necessary, either upon the Lands or beyond the boundaries thereof, with respect to the grading and drainage plans or with respect to the works contemplated in any part of this Section, the Developer shall, at its sole cost and expense, forthwith provide the same upon receipt of a written notice identifying sufficient particulars thereof from the Town. The necessity of such drainage work shall be at the sole discretion of the Town.

34.3 REGISTERED DRAINAGE EASEMENT/RIGHT-OF-WAY

An easement shall be granted over any Lot or Block on the Plan, as required, for drainage purposes; and a covenant registered on title in regard to the maintenance responsibilities associated with said easement if deemed necessary.

35. LANDS FOR MUNICIPAL PURPOSES

The Developer agrees to grant in fee simple unto the Town, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Town, or to make cash payment in lieu thereof as provided by The Planning Act. A list of blocks, easements and right-of - ways shall be set out in Schedule "G" of this Agreement.

The deeds for the said lands are to be approved by the Town's Solicitor and thereafter, forthwith registered and deposited with the Town Clerk. All transactions shall be free and clear of all encumbrances. The Developer shall pay costs for preparation and registration of said deeds.

35.1 Reserves/Blocks for Road Purposes

The Developer agrees to grant, at his expense, all such blocks for easements and rights-of-way as may be required for the installation and supply of services to the Subdivision. Prior to executing this Agreement, all known easements shall be filed with the Town in a form approved by the Town's Solicitor.

If at any time, and from time to time during the development of the subdivision, the Town is of the opinion that additional easements are necessary to provide or protect adequately any of the public services required by the Plan, the Developer shall provide such additional easements at the request of the Town.

The Developer agrees to convey to the Town in fee simple, any 0.3 m reserves or blocks to facilitate proper road standards as required by the Town.

35.2 Parkland

The Developer agrees to grant in fee simple unto the Town lands as provided by the Planning Act, as required by the Town and outlined in Schedule 'E'.

35.3 Easements

Easements shall be granted for such Other Purposes as may be deemed necessary for the servicing of the development, or as required by the Town or such other Agency who may have an interest. In particular the Developer shall supply the Town with an easement along the rear of Lots 9 to 11 for the purposes of installation of a sanitary sewer force main said main cannot be constructed on adjacent lands to be acquired by the Province of Ontario by the Town.

35.4 Walking Trail

The Developer shall construct the walking trail to White's Road within the boundaries of Blocks 51 and 51 connecting to Street "A" as part of required work under this agreement.

36. REGISTRATION

The Developer consents to the registration of the Subdivision Agreement by the Town, and at the sole discretion of the Town, upon the title to the lands. The Developer acknowledges that such registration will occur immediately prior to registration of the subdivision plan. The Developer is responsible for the cost of registration.

37. REPLACEMENT OF SURVEY BARS

Prior to the acceptance of the Subdivision by the Town, the Developer agrees to supply a statement from an Ontario Land Surveyor, approved by the Town, that, after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

38. LEGAL NOTICE TO DEVELOPER

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of residence and shall be effective as of the date of the deposit thereof in the Post Office.

39. MORTGAGEE BECOMING OWNER

The Mortgagee hereby agrees that, in the event of the Mortgagee becoming the owner of the lands by way of foreclosure, purchase, or otherwise, either beneficially or in trust, then the mortgage shall be deemed to be postponed to this Agreement and the Mortgagee shall be subject to the terms of this Agreement as though the Mortgagee executed this Agreement in the capacity of Developer.

40. ASSIGNMENT OR TRANSFER OF MORTGAGE

The Mortgagee agrees that, in the event of the Mortgagee assigning or transferring the mortgage on the Lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

41. REQUIREMENTS FOR BUILDING PERMITS

The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the Plan.

Notwithstanding the foregoing, no building permits will be given until:

- a) Plans submitted confirm the proposed development is in conformity with the building envelope and master grading and drainage plan established for the respective lot.
- b) All Conservation Authority, Ministry of Environment and other applicable approvals have been obtained and submitted to the Town.

- c) All internal sanitary sewer mains and water lines, if applicable, have been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town's Engineer for these works.
- d) The storm sewer system, if applicable, has been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town's Engineer for these works.
- e) All fees required for the connection to the municipal systems has been paid to the Town.
- f) A road consisting of grading, curb, gutter, sidewalk and full depth of Granular "A" sub base, and first lift of asphalt has been constructed, except however permits may be issued at the sole discretion of the Town before curb, gutter, sidewalk and first lift of asphalt has been constructed where the Developer provides a schedule acceptable to the Town as to when the said work will be finished and confirms in writing with the Town a plan for winter maintenance of said gravel road..
- g) Approval of the Town has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule "F" hereto.
- h) A certificate has been given by the Developer's Consulting Engineer that the building to be erected on any lot or block within the Plan is in conformity with the overall grading plan or has received the approval of the Town with respect to any variance to the grading plan.
- i) The Developer has provided sufficient documentation confirming the electrical distribution system, street lighting, telephone, cable tv., gas and similar private utilities will be installed within six weeks of the date of issuance of a building permit.

NOTE:

1. In the case of lots built-on by a third Party, the Town reserves the right to request a similar certificate as required under Section 4 (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Town has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.
2. It is agreed that a copy of this Section shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

42. REQUIREMENTS FOR OCCUPANCY

No buildings erected on the lots or blocks within the Plan shall be occupied until a Certificate of Occupancy has been issued by the Town and this Certificate will not be issued until:

- a) The roadway from the entrance of the Subdivision to and including the block of which the building is a part, has received the full specified thickness of Granular "A" and first lift of asphalt.
- b) The water system and sewage system connections have been installed and approved by the Town or other agency having jurisdiction.
- c) The traffic, street lights, and street signs have been installed and approved by the Town.
- d) The unit has been identified with the street number in accordance with Town policy.
- e) A certificate has been given by the Developer's consulting engineer, Ontario Land Surveyor or alternate, that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan or such variance there from has been approved by the Town.
- f) The plumbing, electrical work, and exterior finish have been completed, and a sufficient documentation has been provided by the Developer confirming the electrical distribution system, street lighting, telephone, cable tv., gas and similar private utilities have been installed.

NOTE:

1. In the case of lots built-on by a third Party, the Town reserves the right to request a similar certificate as required under Section 4 (i) or (j), but it may be provided by a Professional Engineer other than the Developer's Consulting Engineer or an Ontario Land Surveyor. If the Town has their engineer prepare the certificate, the cost of the work will be added to the cost of the Building Permit.
2. It is agreed that a copy of this Section shall be delivered by the Developer to each and every property owner and builder obtaining a building permit or any prospective purchaser of the lands or dwelling for any lot on the said Plan.

43. OCCUPANCY LIQUIDATED DAMAGES

Notwithstanding the above, if for any reason whatsoever, occupancy of any building occurs before the requirements listed in Clause 42 are met to the satisfaction of the Town, then the Owner of the building agrees to pay to the Town liquidated damages in the amount of \$200.00 per dwelling unit per day to cover the additional costs of administration, inspection, and fire protection, etc. The

liquidated damages are to commence at and include the day of occupancy and end when the Owner of the building obtains a certificate from the Town that the requirements under Clause 42 are met.

NOTE: It is agreed that a copy of this Clause shall be delivered by the Developer to every builder obtaining a building permit or any prospective purchaser of the dwelling for any lot within the Plan.

44. ROADWAYS, SIDEWALKS AND WALKWAYS

The roadways, curbs, gutters, sidewalks and walkways shall be constructed in a manner and in the locations set out in the approved Engineering drawings.

Prior to any pavement being applied or sod placed to finish any boulevard area within the subdivision, all services must have been approved by the Town, final inspections in place, and certificates required by this agreement issued.

The Town will install a sidewalk on the north side of Main Street commencing from the existing sidewalk to the west, easterly to connect to sidewalks proposed or completed within the subdivision at an appropriate time to be determined by the parties and approved by Council.

45. LOTS REQUIRING SPECIAL ATTENTION

Any lot which will require special attention in order to be serviced will be listed on Schedule "F" of this Agreement.

Prior to the issuance of the building permit for any lot listed on Schedule "F", the Developer's engineer must submit a letter to the Town outlining the measures to be taken to address the constraint on the lot. The proposal must be approved prior to applying for a building permit. No accessory buildings or structures shall be permitted within a natural or man-made drainage feature, notwithstanding that a building permit may not be necessary.

46. RELEASE OF LANDS

The Developer, when not in default of the Subdivision Agreement, shall be entitled to an effective release in a form for registration in the Land Titles Office for each lot or block designated by the Developer. Such release shall not be issued until:

- a) The Town has certified that the necessary services for occupancy have been constructed and the Developer is not in default of his agreement to provide services.
- b) A certificate has been given by the Developer's consulting engineer confirming that the building constructed and the final grading of the lot or block is in conformity with the overall grading plan for the lands or such variance there from as has been approved by the Town.

Every such release shall operate as a discharge of all levies hereunder by the Town in respect to each lot or block described in the release with the exception of the responsibility for lot grading and drainage, street lighting, sewage and water rates where applicable.

47. THIRD PARTY CLEARANCE

Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with:

- a) A letter from Westario stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;
- b) Where applicable, a letter from the Gas utility stating that a satisfactory agreement has been made with respect to the cost of installing gas facilities, and outlining the financial arrangements concluded in this regard.
- c) A letter from the local company providing telephone service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard;
- d) A letter from the local cable company responsible for providing cable service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and or equipment, and outlining the financial contributions in this regard; and,
- e) A letter from the local company providing data communication or fibre optic service stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing wiring and/or equipment, and outlining the financial contributions in this regard.

- f) Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with a letter from Canada Post that the Developer has entered into a satisfactory agreement or arrangement with respect to the provision of postal service.

48. DRAINAGE AND LOCAL IMPROVEMENT CHARGES

- a) The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained.
- b) The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the Registered Plan.
- c) Before the Plan is approved, the Developer agrees to commute and pay all charges, including the Town's share, made with respect to The Drainage Act, and the Local Improvement Act which are assessed against the property on the said Plan of Subdivision. These charges are set out in Schedule "E" of the Agreement.

49. SANITARY SEWER, WATER DISTRIBUTION AND SUPPLY

- a) The Developer shall construct sanitary sewers and watermains in a manner and in the locations set out in the approved Engineering Drawings.
- b) Water mains shall not be connected to the municipal system until the construction of the water distribution system is complete and the water lines have been cleaned and tested to the satisfaction of the Town.
- c) Sanitary sewer mains shall not be connected to the municipal system until the construction of the collection system is complete and lines have been inspected and tested to the satisfaction of the Town. All individual properties shall be protected with a backflow prevention valve installed in accordance with applicable municipal and provincial standards and codes to the satisfaction of the Town.
- d) The Developer shall service each and every lot within the Plan during the initial construction so as to avoid the future necessity for disruption to the roadway or drainage system, in compliance with the accepted Plans.
- e) All capital charges shall be paid prior to issuance of a building permit, and all connection charges shall be paid in keeping with the applicable municipal water bylaw.
- f) Connection to the municipal water treatment and supply system and sewage collection system shall be subject to the responsibilities, fees and charges established in the applicable municipal by-laws and policies of the Town.
- g) The Developer agrees that proceeding with any service construction on the subject lands prior to the Works noted herein shall be at his own risk and the Town shall not be held liable for any loss of service provision until The Works receive substantial completion.

50. PLEDGE OF TITLE TO LANDS

The Developer hereby charges and pledges as security for such levy payments and service charges all his rights, title, and interest in these parts of the Lands shown as numbered and/or lettered lots and/or blocks on the Plan and agrees that this Agreement may be registered against the Lands and it is agreed that such payments and costs shall be in lien against the Lands.

51. SIGNS

Signs at least 1.2 m by 1.8 m shall be supplied and erected by the Developer to the Town's satisfaction at each entrance to the Subdivision and the signs shall read as follows:

"Roads not assumed or maintained by Municipality"

These signs shall be installed prior to the commencement of construction and be removed after the issuance of the Certificate of Maintenance and Final Acceptance.

52. PRESERVATION AND PLANTING OF TREES

The Developer and subsequent owners must preserve all healthy trees within the limits of the Subdivision, except for the actual area of travelled roadway, boulevard and ancillary driveways and building sites. Whether on the road allowance, on other public lands, or on individual lots, vegetation shall be retained in compliance with the approved Landscape and Tree Retention Plan where applicable listed in Schedule H. Any deviation shall require written Town permission.

53. ENVIRONMENTAL SITE REMEDIATION

The Developer shall be solely responsible for complying with Provincial requirements respecting the environmental condition of the Lands, soils and groundwater associated with the subdivision in the event any site contamination is discovered on the Land or any other lands subject of any work required by any Plan described by this agreement. The Developer shall be responsible for engaging qualified persons to conduct any remediation work, provide documentation and certification to ensure the condition of the Lands is suitable for residential use or other use to which the lands shall be placed. This requirement shall include providing a Record of Site Condition, Site Specific Risk Assessment or any such similar document and registering same with the appropriate approval authorities. The Developer acknowledges that the Town, in signing this agreement, in no way warrants the environmental condition of the Lands or any other public or private lands associated with the subdivision is suitable for the use intended by the Developer.

54. PLANS AND SPECIFICATIONS

- a) The Developer shall prepare, at its expense, all plans, specifications, engineering drawings/calculations, site or other plans as may be required;
- b) The Developer shall prepare estimates of the costs of construction of all services, which shall be herein attached;
- c) The Developer shall supply the following required drawings in both hard copy and digital format (autocad and pdf) to the Town:
 - i. 2 copies of the registered plan;
 - ii. 2 copies of the approved Engineering Drawings including all servicing plans;
 - iii. one mylar copy and one set of computer files (AutoCAD format) on disk of the record drawings, also known as 'as constructed' or 'as-built' drawings, upon completion of the Services for the all the public services/works constructed within or outside of the Plan. This set of drawings shall be accompanied by a certificate from the Developer's Engineer certifying that all the Services have been installed under his supervision and that the work conforms to the approved plans and specifications.

55. WATER DISTRIBUTION SYSTEM AND STREET LIGHTING INSTALLATION, INSPECTION, MAINTENANCE, AND REPAIR COSTS

- a) The Developer shall construct and install the sewage collection, water distribution system, and street lighting, and maintain and keep the same in repair until a Certificate of Maintenance and Final Acceptance is issued pursuant to Section 19 hereof.
- b) The Developer covenants and agrees that it will require of every purchaser of any part of the said lands that such purchaser shall be required to pay fees for sewage collection and water supply in accordance with the billing requirements of the Town.
- c) After the assumption of the ownership of the water distribution system and sewage collection system by the Town, the Developer and every subsequent owner of the lands or any parts thereof shall be responsible to pay an annual utility rate to the Town to cover the cost of maintaining, operating, and replacing the sewage collection system and water distribution system, such rate to be levied against all owners of lands within the Plan.
- d) The Developer agrees to deliver a copy of this clause to every builder obtaining a Building Permit and to every prospective purchaser of any dwelling for any lot on the said lands.
- e) No owner of any part of the lands described in Schedule "A" hereto shall construct or install any private water well water source on the said lands or any part thereof.

56. COVENANTS

- a) The Developer covenants and agrees not to convey or otherwise dispose of any part of the lands, unless the person to whom the transfer is to be made enters into a covenant in a form satisfactory to the Town to abide by the provision of this Agreement and not to apply for a Building Permit unless the requirement of Section 41 have been fully complied with and which covenant shall require that any further conveyance shall not be made unless the person to whom it is to be further conveyed enters into a similar covenant in a form satisfactory to the Town. The provisions of this Section will not apply to the sale of any lot on which a building has been erected and such lot has been discharged from the provisions of this agreement.
- b) In the event that the Developer sells a lot to a building contractor and the purchaser executes a covenant with the Town to abide by the terms of this Subdivision Agreement including the provisions of this Section, then the Developer shall be released from the terms of this Section in regard to his obligation relating to landscaping and drainage.
- c) The Developer hereby covenants and agrees with the Town at its sole cost and expense in the manner and within the time limited by this Subdivision Agreement to comply in full with all of the terms and conditions set forth in the Schedules attached hereto and by this reference forming a part hereof, including any amendments or revisions hereinafter made thereto where applicable, any other governmental agency, to the satisfaction of the Town.
- d) The Developer hereby covenants and agrees to execute such further or other deeds, contracts, agreements, or assurances, whether under seal or otherwise, as may be necessary

or appropriate and reasonably required by the Town in the circumstances in order to give effect to all other provisions of this Subdivision Agreement.

- e) The Developer covenants and agrees to comply with all relevant building, zoning, and other by-laws of the Town, including the Building Code of the Province of Ontario, in connection with the implementation of all of the provisions of this Subdivision Agreement including the construction of the works herein required to be made as well as in connection with the issuance of building permits and occupancy permits for building lots or blocks set forth on the Plan of Subdivision finally approved and further covenants and agrees to pay all requisite fees and costs required by the Town in that regard pursuant to said By-laws and the Building Code.
- f) The Developer covenants and agrees to comply with any and all requirements of the County of Wellington necessary to finalize conditions of draft plan approval.
- g) The Developer covenants and agrees not to call into question, directly or indirectly, or to oppose any proceedings whatsoever, whether in law or in equity or before any administrative tribunal, governmental authority, or board or court, the right of the Town to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement, and condition contained herein and the Developer further covenants and agrees that the provisions of this Clause may be pleaded by the Town as an estoppel against the Developer or its permitted successors and assigns at any such proceedings.

57. **DEFINITIONS**

- a) **‘Services’** – includes all public works and facilities, such as water, drainage, roads, and may include other public facilities such as hydro, postal station, which serve the subject lands as part of the development of a plan of subdivision.
- b) **‘Sewage Approval Authority’** – refers to the Town, or such other approval authority where approval has been transferred by agreement with the Town, of sewage disposal systems and defined under the Ontario Building Code Act.
- c) **‘The Works’** – refers to any and all installation, construction or alteration of any water main, water appurtenance, water treatment facility, roads, walkways, trails, storm sewer, sanitary sewer, drainage feature or facility, grading, street lighting, landscaping or similar matter to be completed by the Developer through the terms and approvals of this agreement.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

It is agreed and understood that Schedules "A" through "J" inclusive, affixed hereto, form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

this _____ day of _____ A.D.

| | |
|---------------------------|-------------------------|
| | (FIRST G CAPITAL INC. |
| | (|
| Developer's Address _____ | (|
| | (|
| | (_____ |
| | (Developer |
| Mortgagee's Address | (|
| | (|
| | (|
| | (_____ |
| | (Mortgagee |
| | (|
| | (THE CORPORATION OF THE |
| | (TOWN OF MINTO |
| | (|
| | (|
| | (_____ |
| | (George Bridge, Mayor |
| | (|
| | (|
| | (_____ |
| | (Bill White, CAO/Clerk |

SCHEDULE "A" OF SUBDIVISION AGREEMENT

DESCRIPTION OF LAND BEING SUBDIVIDED

Part of Lot 20 Concession 1, Part 1 Plan 61R-11191 geographic Township of Minto, in the Town of Minto, in the County of Wellington.

As identified within Draft Plan of Subdivision No. 23T-1003 and Registered Plan M - ____.

SCHEDULE "B" OF SUBDIVISION AGREEMENT

Conditions of Draft Plan Approval

SCHEDULE "C" OF SUBDIVISION AGREEMENT

TOWN'S ENGINEERING STANDARDS

The Town's Engineering Standards are available at the following link on the Town's website <http://town.minto.on.ca/content/departments/public-works/municipal-servicing-design-standards-final-april-2016.pdf> and are on file in the Town of Minto Administrative building a copy of which the Developer and his Registered Professional Consulting Engineer acknowledge receipt of and agree to comply with when developing the lands described in this agreement.

SCHEDULE "D" OF SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED & ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION OF EACH PART OF THE WORKS: CREEK BANK MEADOWS

Works to be constructed include the supply and installation of all Municipal roads and services in accordance with the Engineering Standards and the drawings which have been accepted for construction. More specifically, the works may include construction of the following:

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
|------------------------------|--|-------|------|------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|
| SECTION I - ROADS & DRAINAGE | | | | | | | | | | | |
| 1.1 | Traffic Control | 100% | L.S. | \$500.00 | 50% | \$ 250.00 | 25% | \$ 125.00 | 25% | \$ 125.00 | \$ 500.00 |
| 1.2 | Tree Protection | 100% | L.S. | \$500.00 | 50% | \$ 250.00 | 25% | \$ 125.00 | 25% | \$ 125.00 | \$ 500.00 |
| 1.3 | Supply, Excavate For and Install Mud Mat | 3 | Each | \$1,500.00 | 1 | \$ 1,500.00 | 1 | \$ 1,500.00 | 1 | \$ 1,500.00 | \$ 4,500.00 |
| 1.4 | Supply and Install Light Duty Silt Fence Barrier (OPSD-219.110) | 2270 | m | \$15.00 | 1350 | \$ 20,250.00 | 510 | \$ 7,650.00 | 410 | \$ 6,150.00 | \$ 34,050.00 |
| 1.5 | Supply and Install Straw Bale Flow Check Dam (OPSD-219.200) | 12 | Each | \$300.00 | 7 | \$ 2,100.00 | 0 | \$ - | 5 | \$ 1,500.00 | \$ 3,600.00 |
| 1.6 | Clearing and Grubbing | 100% | L.S. | \$8,000.00 | 30% | \$ 2,400.00 | 30% | \$ 2,400.00 | 40% | \$ 3,200.00 | \$ 8,000.00 |
| 1.7 | Removal of Full Depth Bituminous Pavement | 100 | m² | \$10.00 | 70 | \$ 700.00 | 30 | \$ 300.00 | 0 | \$ - | \$ 1,000.00 |
| 1.8 | Removal of Concrete Sidewalk | 10 | m² | \$30.00 | 10 | \$ 300.00 | 0 | \$ - | 0 | \$ - | \$ 300.00 |
| 1.9 | Removal of Concrete Curb and Gutter | 5 | m | \$25.00 | 5 | \$ 125.00 | 0 | \$ - | 0 | \$ - | \$ 125.00 |
| 1.10 | Earth Excavation (Grading) Includes stripping and stockpiling topsoil | 26250 | m³ | \$4.80 | 15000 | \$ 72,000.00 | 6800 | \$ 32,640.00 | 4,450 | \$ 21,360.00 | \$ 126,000.00 |
| 1.11 | Subexcavation of Unsuitable Sub-grade Material (Provisional) | 15000 | m³ | \$1.75 | 0 | \$ - | 15000 | \$ 26,250.00 | 0 | \$ - | \$ 26,250.00 |
| 1.12 | Placement and Compaction of Suitable Subgrade Material (Provisional) | 13000 | m³ | \$1.25 | 0 | \$ - | 13000 | \$ 16,250.00 | 0 | \$ - | \$ 16,250.00 |
| 1.13 | Supply, Excavate For and Install 675 mm Diameter Concrete Storm Sewer | 23 | m | \$410.00 | 23 | \$ 9,430.00 | 0 | \$ - | 0 | \$ - | \$ 9,430.00 |
| 1.14 | Supply, Excavate For and Install 525 mm Diameter Concrete Storm Sewer | 84 | m | \$320.00 | 78 | \$ 24,960.00 | 6 | \$ 1,920.00 | 0 | \$ - | \$ 26,880.00 |
| 1.15 | Supply, Excavate For and Install 450 mm Diameter Concrete Storm Sewer | 51 | m | \$260.00 | 22 | \$ 5,720.00 | 29 | \$ 7,540.00 | 0 | \$ - | \$ 13,260.00 |
| 1.16 | Supply, Excavate For and Install 375 mm Diameter Storm Sewer | 273 | m | \$230.00 | 163 | \$ 37,490.00 | 92 | \$ 21,160.00 | 18 | \$ 4,140.00 | \$ 62,790.00 |
| 1.17 | Supply, Excavate For and Install 300 mm Diameter Storm Sewer | 290 | m | \$200.00 | 135 | \$ 27,000.00 | 91 | \$ 18,200.00 | 64 | \$ 12,800.00 | \$ 58,000.00 |
| 1.18 | Supply, Excavate For and Install 250 mm Diameter Storm Sewer | 236 | m | \$160.00 | 99 | \$ 15,840.00 | 26 | \$ 4,160.00 | 111 | \$ 17,760.00 | \$ 37,760.00 |
| 1.19 | Supply, Excavate For and Install 150 mm Diameter Perforated Corrugated Plastic Sub-Drain With Geotextile | 1300 | m | \$12.00 | 720 | \$ 8,640.00 | 440 | \$ 5,280.00 | 140 | \$ 1,680.00 | \$ 15,600.00 |
| 1.20 | Supply, Excavate For and Install 300 mm Diameter Storm Service | 1 | Each | \$1,500.00 | 1 | \$ 1,500.00 | 0 | \$ - | 0 | \$ - | \$ 1,500.00 |
| 1.21 | Supply, Excavate For and Install 100 mm Diameter (DR-28, PVC) Storm Service | 81 | Each | \$900.00 | 40 | \$ 36,000.00 | 32 | \$ 28,800.00 | 9 | \$ 8,100.00 | \$ 72,900.00 |
| 1.22 | Construct 1500 mm Diameter Twin Inlet Catchbasin Maintenance Hole (OPSD-701.011) | 8 | Each | \$3,400.00 | 6 | \$ 20,400.00 | 2 | \$ 6,800.00 | 0 | \$ - | \$ 27,200.00 |
| 1.23 | Construct 1200 mm Diameter Catchbasin Maintenance Hole (OPSD-701.010) | 13 | Each | \$2,900.00 | 7 | \$ 20,300.00 | 3 | \$ 8,700.00 | 3 | \$ 8,700.00 | \$ 37,700.00 |
| 1.24 | Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010) | 2 | Each | \$2,900.00 | 2 | \$ 5,800.00 | 0 | \$ - | 0 | \$ - | \$ 5,800.00 |
| 1.25 | Construct 600 mm x 1450 mm Twin Inlet Catchbasin (OPSD-705.020) | 4 | Each | \$2,500.00 | 2 | \$ 5,000.00 | 2 | \$ 5,000.00 | 0 | \$ - | \$ 10,000.00 |

Construction Cost Estimate - Engineers Estimate
Date: June 22, 2017



| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
|---|---|-------|-------|------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|------------------------|
| 1.26 | Construct 600 mm x 600 mm Catchbasin (OPSD-705.010) | 7 | Each | \$1,600.00 | 3 | \$ 4,800.00 | 3 | \$ 4,800.00 | 1 | \$ 1,600.00 | \$ 11,200.00 |
| 1.27 | Construct 600 mm x 600 mm Ditch Inlet Catchbasin (OPSD-705.030, Type A) | 1 | Each | \$2,800.00 | 1 | \$ 2,800.00 | 0 | \$ - | 0 | \$ - | \$ 2,800.00 |
| 1.28 | Supply and Install Catchbasin Frame and Grate (OPSD-400.110) | 44 | Each | \$350.00 | 26 | \$ 9,100.00 | 14 | \$ 4,900.00 | 4 | \$ 1,400.00 | \$ 15,400.00 |
| 1.29 | Supply and M.H. Frame and Cover (OPSD-401.010 Type B) | 2 | Each | \$350.00 | 2 | \$ 700.00 | 0 | \$ - | 0 | \$ - | \$ 700.00 |
| 1.30 | Adjust and Rebuild Existing Maintenance Hole and Catchbasin | 46 | Each | \$450.00 | 28 | \$ 12,600.00 | 14 | \$ 6,300.00 | 4 | \$ 1,800.00 | \$ 20,700.00 |
| 1.31 | Granular "B", Type 1 | 8800 | Tonne | \$9.00 | 5300 | \$ 47,700.00 | 2400 | \$ 21,600.00 | 1,100 | \$ 9,900.00 | \$ 79,200.00 |
| 1.32 | Granular "A" | 2500 | Tonne | \$13.00 | 1450 | \$ 18,850.00 | 650 | \$ 8,450.00 | 400 | \$ 5,200.00 | \$ 32,500.00 |
| 1.33 | Calcium Chloride | 500 | Kg | \$1.00 | 250 | \$ 250.00 | 150 | \$ 150.00 | 100 | \$ 100.00 | \$ 500.00 |
| 1.34 | Water For Compaction and Dust Control | 100 | m³ | \$5.00 | 50 | \$ 250.00 | 30 | \$ 150.00 | 20 | \$ 100.00 | \$ 500.00 |
| 1.35 | Concrete Curb and Gutter (All Types) | 1360 | m | \$42.00 | 790 | \$ 33,180.00 | 210 | \$ 8,820.00 | 360 | \$ 15,120.00 | \$ 57,120.00 |
| 1.36 | Concrete Sidewalk (OPSD-310.010, 310.020, & 310.030) | 880 | m² | \$48.00 | 560 | \$ 26,880.00 | 260 | \$ 12,480.00 | 60 | \$ 2,880.00 | \$ 42,240.00 |
| 1.37 | Tactile Warning Plates | 10 | m | \$450.00 | 4 | \$ 1,800.00 | 4 | \$ 1,800.00 | 2 | \$ 900.00 | \$ 4,500.00 |
| 1.38 | Sawcut Bituminous Pavement | 60 | m | \$10.00 | 40 | \$ 400.00 | 20 | \$ 200.00 | 0 | \$ - | \$ 600.00 |
| 1.39 | Cold Planing of Existing Asphalt (Minimum Depth 40mm) | 30 | m² | \$25.00 | 20 | \$ 500.00 | 10 | \$ 250.00 | 0 | \$ - | \$ 750.00 |
| 1.40 | Hot Mix Asphalt HL4 Binder Course | 1020 | Tonne | \$98.00 | 580 | \$ 56,840.00 | 280 | \$ 27,440.00 | 160 | \$ 15,680.00 | \$ 99,960.00 |
| 1.41 | Hot Mix Asphalt HL3 Surface Course | 650 | Tonne | \$98.00 | 370 | \$ 36,260.00 | 180 | \$ 17,640.00 | 100 | \$ 9,800.00 | \$ 63,700.00 |
| 1.42 | Hot Mix Asphalt HL3C in Driveways and Boulevards | 1400 | m² | \$20.00 | 720 | \$ 14,400.00 | 380 | \$ 7,600.00 | 300 | \$ 6,000.00 | \$ 28,000.00 |
| 1.43 | Topsoil from Stockpile for Boulevards (150mm thickness) | 3,800 | m² | \$3.00 | 1940 | \$ 5,820.00 | 1020 | \$ 3,060.00 | 840 | \$ 2,520.00 | \$ 11,400.00 |
| 1.44 | Sodding Boulevards | 3,800 | m² | \$5.00 | 1940 | \$ 9,700.00 | 1020 | \$ 5,100.00 | 840 | \$ 4,200.00 | \$ 19,000.00 |
| SUB-TOTAL - SECTION I - ROADS & DRAINAGE | | | | | | \$ 600,785.00 | | \$ 325,540.00 | | \$ 164,340.00 | \$ 1,090,665.00 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
|---|---|-----|------|------------|---------------|----------------------|---------------|---------------------|---------------|---------------------|----------------------|
| SECTION II - SANITARY SEWERS | | | | | | | | | | | |
| 2.1 | Break Into and Connect to Existing Sanitary Maintenance Hole | 1 | Each | \$1,250.00 | 1 | \$ 1,250.00 | 0 | \$ - | 0 | \$ - | \$ 1,250.00 |
| 2.2 | Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer | 609 | m | \$150.00 | 395 | \$ 59,250.00 | 174 | \$ 26,100.00 | 40 | \$ 6,000.00 | \$ 91,350.00 |
| 2.3 | Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer in Easement including grading and restoration | 184 | m | \$225.00 | 184 | \$ 41,400.00 | 0 | \$ - | 0 | \$ - | \$ 41,400.00 |
| 2.4 | Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010) | 16 | Each | \$2,900.00 | 11 | \$ 31,900.00 | 3 | \$ 8,700.00 | 2 | \$ 5,800.00 | \$ 46,400.00 |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
| SECTION III - WATERWORKS | | | | | | | | | | | |
| 3.1 | Connection To Existing Watermain | 2 | each | \$1,500.00 | 1 | \$ 1,500.00 | 1 | \$ 1,500.00 | 0 | \$ - | \$ 3,000.00 |
| 3.2 | Supply, Excavate For and Install 150 mm Dia. (DR-18, CL 150 PVC) Ring- Tite Watermain Including Tracer Wire | 684 | m | \$125.00 | 447 | \$ 55,875.00 | 177 | \$ 22,125.00 | 60 | \$ 7,500.00 | \$ 85,500.00 |
| 3.3 | Supply, Excavate For and Install 150 mm Dia. Gate Valve and Box | 5 | Each | \$1,700.00 | 4 | \$ 6,800.00 | 1 | \$ 1,700.00 | 0 | \$ - | \$ 8,500.00 |
| 3.4 | Supply, Excavate For and Install Hydrant Set | 6 | Each | \$6,800.00 | 4 | \$ 27,200.00 | 1 | \$ 6,800.00 | 1 | \$ 6,800.00 | \$ 40,800.00 |
| 3.5 | Supply and Install Anodes (DZP-12, 5.4 Kg) On Iron Fittings and Valves | 27 | Each | \$350.00 | 21 | \$ 7,350.00 | 4 | \$ 1,400.00 | 2 | \$ 700.00 | \$ 9,450.00 |
| 3.6 | Supply, Excavate For and Install 50 mm Dia. Water Service Including Connection To New PVC Watermain Including 50 mm X 75 mm Marker At Property Line | 1 | Each | \$2,000.00 | 1 | \$ 2,000.00 | 0 | \$ - | 0 | \$ - | \$ 2,000.00 |
| 3.7 | Supply, Excavate For and Install 25 mm Dia. Water Service Including Connection To New PVC Watermain Including 50 mm X 75 mm Marker At Property Line | 81 | Each | \$1,000.00 | 40 | \$ 40,000.00 | 31 | \$ 31,000.00 | 10 | \$ 10,000.00 | \$ 81,000.00 |
| 3.8 | Adjust Valve Boxes to Finished Grade | 5 | Each | \$500.00 | 4 | \$ 2,000.00 | 1 | \$ 500.00 | 0 | \$ - | \$ 2,500.00 |
| SUB-TOTAL - SECTION III - WATERWORKS | | | | | | \$ 142,725.00 | | \$ 65,025.00 | | \$ 25,000.00 | \$ 232,750.00 |

Subdivision

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
|--|---|------|----------------|-------------|---------------|-----------------|---------------|---------------|---------------|---------------|-----------------|
| SECTION IV - STORMWATER MANAGEMENT FACILITY AND OUTLET | | | | | | | | | | | |
| 4.1 | Supply, Excavate For and Install Concrete Headwall (OPSD 804.030) | 1 | Each | \$8,000.00 | 1 | \$ 8,000.00 | 0 | \$ - | 0 | \$ - | \$ 8,000.00 |
| 4.2 | Supply, Excavate For and Install Outlet Structure | L.S. | 100% | \$9,000.00 | 100% | \$ 9,000.00 | 0% | \$ - | 0% | \$ - | \$ 9,000.00 |
| 4.3 | Supply, Excavate For and Install 300 mm Diameter Storm Sewer | 65 | m | \$200.00 | 65 | \$ 13,000.00 | 0 | \$ - | 0 | \$ - | \$ 13,000.00 |
| 4.4 | Construct 600 mm x 600 mm Ditch Inlet Catchbasin (OPSD-705.030, Type A) | 1 | Each | \$2,800.00 | 1 | \$ 2,800.00 | 0 | \$ - | 0 | \$ - | \$ 2,800.00 |
| 4.5 | Shape, Grade and Landscape Stormwater Management Pond | L.S. | 100% | \$45,000.00 | 100% | \$ 45,000.00 | 0% | \$ - | 0% | \$ - | \$ 45,000.00 |
| 4.6 | Supply, Excavate For and Place Rip Rap Including Geotextile | 109 | m ² | \$60.00 | 109 | \$ 6,540.00 | 0 | \$ - | 0 | \$ - | \$ 6,540.00 |
| 4.7 | "Dura-Mat" Interlocking Access Road | 290 | m ² | \$85.00 | 290 | \$ 24,650.00 | 0 | \$ - | 0 | \$ - | \$ 24,650.00 |
| SUB-TOTAL - SECTION IV - SWM FACILITY & OUTLET | | | | | | \$ 108,990.00 | | \$ - | | \$ - | \$ 108,990.00 |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
| SECTION V - MISCELLANEOUS | | | | | | | | | | | |
| 5.1 | Construction Layout | 100% | LS | \$8,000.00 | 60% | \$ 3,800.00 | 30% | \$ 3,800.00 | 10% | \$ 400.00 | \$ 8,000.00 |
| 5.2 | Provide Bonding | 100% | LS | \$0.00 | 60% | \$ - | 30% | \$ - | 10% | \$ - | \$ - |
| 5.3 | Lot Trees | 54 | Each | \$350.00 | 30 | \$ 10,500.00 | 14 | \$ 4,900.00 | 10 | \$ 3,500.00 | \$ 18,900.00 |
| SUB-TOTAL - SECTION V - MISCELLANEOUS | | | | | | \$ 14,300.00 | | \$ 8,700.00 | | \$ 3,900.00 | \$ 26,900.00 |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | Phase 1 (Qty) | PHASE 1 COST | Phase 2 (Qty) | PHASE 2 COST | Phase 3 (Qty) | PHASE 3 COST | TOTAL |
| | SECTION I - ROADS AND DRAINAGE | | | | | \$ 600,785.00 | | \$ 325,540.00 | | \$ 164,340.00 | \$ 1,090,665.00 |
| | SECTION II - SANITARY SEWERS | | | | | \$ 188,100.00 | | \$ 71,300.00 | | \$ 24,400.00 | \$ 283,800.00 |
| | SECTION III - WATERWORKS | | | | | \$ 142,725.00 | | \$ 65,025.00 | | \$ 25,000.00 | \$ 232,750.00 |
| | SECTION IV - SWM FACILITY & OUTLET | | | | | \$ 108,990.00 | | \$ - | | \$ - | \$ 108,990.00 |
| | SECTION V - MISCELLANEOUS | | | | | \$ 14,300.00 | | \$ 8,700.00 | | \$ 3,900.00 | \$ 26,900.00 |
| | CONTINGENCY & ENGINEERING ALLOWANCE (10%) | | | | | \$ 105,490.00 | | \$ 47,056.50 | | \$ 21,764.00 | \$ 174,310.50 |
| | SUB-TOTAL | | | | | \$ 1,160,390.00 | | \$ 517,621.50 | | \$ 239,404.00 | \$ 1,917,415.50 |
| | PLUS 13% H.S.T. (of above Sub-Total) | | | | | \$ 150,850.70 | | \$ 67,290.80 | | \$ 31,122.52 | \$ 249,264.02 |
| | TOTAL ESTIMATED CONTRACT COST | | | | | \$ 1,311,240.70 | | \$ 584,912.30 | | \$ 270,526.52 | \$ 2,166,679.52 |

SCHEDULE "E" OF SUBDIVISION AGREEMENT

LIST OF MONIES PAYABLE BY THE DEVELOPER TO THE TOWN

| | | |
|----|--|----------------|
| 1. | Cash-in-lieu of parkland (As per Planning Act) | Not applicable |
| 2. | Cost of Subdivision Agreement preparation, registration, etc | \$ 6,000.00 |
| 3. | Estimated cost of 50% of all required works Phase1 | \$655,620.00 |

SCHEDULE "F" OF SUBDIVISION AGREEMENT
LOTS REQUIRING SPECIAL ATTENTION

.

SCHEDULE "G" OF SUBDIVISION AGREEMENT

LANDS AND EASEMENTS TO BE DEEDED TO THE TOWN

Blocks as noted below, Registered Plan M - _____ (to be supplied when plan is prepared for registration):

For Public Purposes

Block 51 (1.78 ha parkland block)

Block 52 (0.4178 ha stormwater management and public purposes)

Easements as described below (to be supplied when plan is prepared for registration) if necessary.

6.0 metre minimum servicing easement from subject lands westerly to County Road 5, White's Road

SCHEDULE "H" OF SUBDIVISION AGREEMENT

MASTER GRADING AND DRAINAGE PLAN

TREE RETENTION PLAN

The Developer agrees to comply with the Town Tree Retention Policy available on-line at the following link <http://town.minto.on.ca/content/departments/cao-clerk/policies/4.19-retention-and-management-of-trees-in-minto.pdf> and where required shall file a Tree Retention Plan with the Town of which the full size plans are lodged at the Town office.

SCHEDULE "I" OF SUBDIVISION AGREEMENT

LIST OF APPROVED ENGINEERING DRAWINGS

LODGED WITH THE TOWN

Dwg 00 – Coversheet
Dwg 01 – Phasing and Sediment & Erosion Control
Dwg 02 – Grading Plan – Sheet 1
Dwg 03 – Grading Plan – Sheet 2
Dwg 04 – Plan and Profile, Street A, WR 123 (Main St.) to Sta 0+160
Dwg 05 – Plan and Profile, Street A, Sta 0+160 to Sta 0+320
Dwg 06 – Plan and Profile, Street A, Sta 0+320 to Cul De Sac
Dwg 07 – Plan and Profile, Street B, WR 123 (Main St.) to Street A
Dwg 08 – Plan and Profile, Street C and Sanitary Easement, Sta 2+000 to Sta 2+180
Dwg 09 – Plan and Profile, Sanitary Easement, Sta 2+180 to WR 5 (Whites Road)
Dwg 10 – Stormwater Management Pond – Plan
Dwg 11 – Stormwater Management Pond – Section & Detail
Dwg 12 – Typical Sections & Details

SCHEDULE "J" OF SUBDIVISION AGREEMENT
DECLARATION OF PROGRESS & COMPLETION

TOWN OF MINTO

SUBDIVISION Creek Bank Meadows

DEVELOPER First G Capital Inc.

DEVELOPER'S CONSULTING ENGINEER Triton Engineering Services Limited

As required by the Agreement between the Corporation of the Town of Minto and the Developer

dated: _____

1. The Developer hereby agrees and undertakes to complete the construction of the Works as required by the above mentioned Agreement in accordance with the time schedule for the completion of services as approved by the Town and more specifically in accordance with the following schedule and conditions:
 - (1) Before any buildings erected on the lots or blocks in the Plan are occupied all the Requirements for Occupancy as set out in Item 42 shall be complied with.
 - (2) Granular "B", and a minimum of 75 mm of Granular "A", curbs, gutter, sidewalk on or before

 - (3) Site Grading, storm water retention, topsoil and seeding of private blocks and parks on or before

 - (4) Boulevard restoration of all roads on or before

 - (5) Top 75 mm of Granular "A" and Hot Mix Asphalt Base Course on or before

2. The Developer further agrees, that the Town is hereby authorized to carry out, at his expense, any of the work set out in this Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Town's authorization is limited only to that work required under the Declaration.
3. The Developer undertakes to properly maintain the gravel road base at all times and to keep all roads in a mud-free condition until such time as the roads, including boulevards, have been completed and assumed by Municipal By-law.
4. The Developer further agrees and the Town is hereby authorized to undertake any of the maintenance work as set out under Section 3 above, not completed in accordance with Section 21 of the Agreement at his expense, and without limiting the generality of the foregoing, the municipality's cost shall be the cost of materials, equipment, rental, labour, payroll burden, plus 30% for overhead.
5. It is understood and agreed that should the Developer fail to construct the remaining works, as stipulated, and by such dates as provided by this undertaking, the Developer shall pay to the municipality, as predetermined liquidated damages, as stipulated in Section 8b) – Declaration of Progress and Completion.

SIGNED _____
Developer

Seal or Witness _____

Date _____

The Corporation of the Town of Minto

By-law Number 2017-85

to establish municipal addressing requirements in the Town of Minto

WHEREAS the Municipal Act 2001, S.O. 200, c.25, S. 130 provides that a municipality may regulate matters not specifically provided for by this Act or any other Act for purposes related to health, safety and well-being of the inhabitants of the municipality;

AND WHEREAS the Council of the Corporation of Town of Minto deems the numbering of buildings and lots along any highway, beach, park, reserve or any other property in the municipality that is considered necessary to be numbered by the Council and affixing of numbers to buildings to be in the interest of public safety and the well-being of the inhabitants of the municipality;

AND WHEREAS the Council for the Corporation of the Town of Minto deems it necessary to adopt a Municipal Addressing System for emergency response purposes and for other purposes and provide authority to administration for its implementation;

NOW THEREFORE the Corporation of the Town of Minto hereby enacts the following:

DEFINITIONS

1. In this by-law:

- a) **“Address”** means the combination of the assigned numeric civic address (i.e 200) and the street name inclusive of the post suffix and direction (i.e Elora St. N.);
- b) **“Chief Building Official”** means the chief official appointed by Council to enforce the Building Code Act or his/her designate;
- c) **“Town”** means the Corporation of the Town of Minto;
- d) **“Council”** means the Council of the Corporation of the Town of Minto;
- e) **“Dwelling”** means a residential building designed for the occupancy by one or more families or households;
- f) **“Highway”** Means a common or public highway, street avenue, parkway, driveway, square, place, bridge, viaduct or trestle, designed and intended for, or used by, the general public for the passage of vehicles;
- g) **“Number”** means the number assigned by the Town to a dwelling or property located on a roadway either before or after the coming into effect of this by-law, which is primarily used to designate and locate such a dwelling or property along such a roadway;
- h) **“Owner”** includes the registered owner, condominium corporation, assessed owner, occupant, tenant, person for the time being managing or receiving the rent for the property whether on his/her own account or as any agent or trustee or on account of any other person;
- i) **“Principal address”** means the commonly used entrance facing the highway;
- j) **“Property”** means a location that may include a building or an occupancy unit.

2. Application

- a) A civic addressing system shall be established to provide for an accurate, simple system of property identification to assist with the delivery of emergency and other services.
- b) The Chief Building Official shall maintain a system of assigning addresses to dwellings or any other property within the Town that in the opinion of the Chief Building Official it is necessary to number.
- c) The Chief Building Official or Roads Foreperson will assign an address to each building to be built at the time of issuance of a building permit.

- d) The Chief Building Official may renumber existing buildings at any time and give notice by first class letter mail of the renumber to the owner of the property as identified in the latest property assessment roll.
- e) No person shall own, operate or maintain any lands within the boundaries of the Corporation of the Town of Minto that contain a residence, place of business, or permanent structure unless a proper address is displayed in accordance with this by-law.
- f) No public or private agency shall own, operate or maintain a facility (e.g. pools, community centres, pumping stations, hydro stations, parks, etc.) for private or public use unless a proper address is displayed in accordance with this by-law.
- g) No person shall maintain a building with multiple tenancies or occupants without setting and displaying a unit number in accordance with the requirements of this by-law.
- h) No person shall display an address unless it is assigned exclusively by the municipality in accordance with the Municipal Act, 2001, S.O. 2001, c.25, S.130, and no person shall destroy, alter, remove, modify or otherwise change an assigned address.

3. Standards for Addresses

- a) The owner for each property in the municipality described in clauses 2 e) and f) above, shall affix an identification number or number plate displaying the property's designated number in accordance with the following requirements:
 - i. The property number erected shall be assigned by the Municipality.
 - ii. All numbers shall be a minimum of 10 cm (4 inches) in height.
 - iii. Property numbers shall be displayed in a visible, unobstructed location at least eight feet above ground level on the front of the building.
 - iv. If unsure of a proper display location, contact the Building Department for a recommended location.
 - v. The property number shall be displayed in numeral form (eg. 333) and not written (eg. three hundred and thirty three).
 - vi. Where there are two dwelling units (or commercial units etc.) or more with separate outside entrances at a single address number, this number shall be displayed on or at the front of the building and a unit letter or number representing the unit portion of a civic address shall be displayed next to the exterior door which provides access to such unit.
 - vii. In the case of a multiple unit apartment building or a commercial building with apartments, one civic address will be assigned to the building and each apartment shall be identified with either a number or letter.
 - viii. Where the main building is located more than 30 metres (100 ft) from the highway allowance, or the main building is in any way obscured from the highway, every owner shall ensure that the civic address number is placed on a contrasting plate attached to a post at a height of at least 1.5 metres (5 ft) above the ground at the front of the property line adjacent to the highway to which it has been assigned. Each post shall be located adjacent to any driveway on the highway to which the civic address has been assigned or, where not applicable, in a conspicuous and unobstructed location at the front of the line adjacent to said highway.
 - ix. Number plates and post shall be obtained through the Town of Minto Public Works Department for buildings outside the urban areas of the Town of Minto.
- b) Notwithstanding the foregoing, the owners of existing buildings with accurately posted civic address numbers will not be required to replace such numbers in order to comply with this by-law.

4. Maintenance

- a) The owner of any properties which are affected by provisions of this by-law shall keep and maintain in good condition their identification numbers or number plates as the case may be.

- b) Every owner or occupant shall ensure that the property identification sign is visible at all times and kept unobstructed by vegetation, structures, snow accumulation or any other screening.
- 5. Prohibition**
- a) No owner of a property or any other person shall relocate a property identification sign post without authorization by the municipality, or remove a property identification plate or number once posted except for immediate repair by the owner or the municipality.
- 6. Replacement**
- a) Where an identification plate or number is missing or illegible, the property owner shall repair or replace the number plate or numbers immediately at the owners expense.
 - b) If the property does not have an identification number posted in accordance with the provisions of this by-law, the By-law Enforcement Officer of the municipality may give the property owner written notification that the number plate or numbers are missing, illegible, or otherwise not in compliance with this by-law and that the owner is required to rectify, within 60 days of this notice.
 - c) If after 60 days of the mailing of the notice, the situation is not rectified in compliance with this by-law, the Municipality may make any installations or repairs that it deems appropriate, at the cost of the property owner and in an amount that is sufficient to cover labour, administration and material costs.
- 7. Costs and Supplier**
- a) The Treasurer shall be authorized to apply any uncollected costs associated with the provision of an identification number, number plate and or the installation of a number plate and post to the corresponding property listing in the current tax roll for collection in the same manner as municipal taxes.
 - b) The Town shall maintain a supply of replacement identification plates and posts, and the owners of properties within rural areas shall obtain from the Town a appropriately numbered identification plates and posts at a price set by the Town.
- 8. Liability**
- a) The Municipality shall not be liable for any loss, costs or expense which the owners of land may incur as a result of a property identification sign or number plate being damaged, missing, obstructed or illegible.
- 9. Violations and Penalties**
- a) Anyone who contravenes a section of this by-law is guilty of an offence and subject to penalty as provided for under the Provincial Offences Act, R.S.O. 1990, c.P. 33.
- 10. Validity**
- a) Each and every one of the foregoing provisions of the by-law is servable and if any provisions of this by-law should, for any reason, be declared invalid by any court, it is the intention and desire of this council that each and every one of the then remaining provisions shall remain in full force and effect.
 - b) This by-law shall come into force and take effect on the date of its final passing.
- Read a first, second, third time and passed in open Council this 17th day of October, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-law No. 2017-86

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held October 17, 2017

WHEREAS the Council of the Town of Minto met on October 17, 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 October 17, 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 17th day of October, 2017.

Mayor George A. Bridge

C.A.O. Clerk Bill White