



Tuesday, May 8, 2018
2:30 p.m.
Council Chambers

Pages

1. **Call to Order**
2. **Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act**
3. **Motion to Convene into Closed Session**
 - a. Previous Minutes of the April 10, 2018 Closed Session
 - b. Personal matters about an identifiable individual - Department Heads
4. **Motion to Convene into Open Session**
5. **Minutes of Previous Meeting**
 - a. Regular Council Minutes of April 24, 2018 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. Mayors Golf Tournament Groups
 - b. Walter Trachsel and Ron Faulkner, IPM 2016

10. Public Question Period

11. Correspondence Received for Information or Requiring Direction of Council

- | | | |
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| a. | Clifford Recreation Association, May 2018 Newsletter | 7 |
| b. | Upper Grand District School Board, Public Meetings re Long Term Accomodation Plan | 9 |
| c. | Township of East Ferris, Resolution 2018-146 re Wolf apping | 10 |
| d. | Township of Uxbridge, Resolution re Bill 16 Respecting Municipal Authority over Landfill Sites | 11 |
| e. | SWIFT, Quarterly News Update April 2018 | 13 |
| f. | Ontario Ombudsmen, The Watchdog April Newsletter | 16 |
| g. | Mapleton Seniors Centre for Excellence, May Calendar & Newsletter | 22 |
| h. | Township of Southgate, Resolution of Support, Municipalities Right to Approve Landfill Developments | 24 |

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

- | | | |
|----|--|----|
| a. | Committee Minutes for Receipt | |
| b. | Committee Minutes for Approval | |
| 1. | Minto Farmers' Market Minutes of April 6, 2018 | 26 |
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| 3. | C.A.O. Clerk, Quality Homes, Site Plan Agreement George Street North | 45 |

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6.	Treasurer and Tax Collector, Minutes of Settlement and Assessment Adjustments	69
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	
a.	2018-27, Debenture County of Wellington	72
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c.	2018-29, Site Plan Agreement Shrimp Canada	83
d.	2017-30, Final Tax Rate By-law	98
e.	2018-31, Amending Fees and Charges for Recreation	103
f.	2018-32, Site Plan Agreement Quality Developments Inc.	108
g.	2018-33, Confirming Proceedings of May 8, 2018 Committee of the Whole/Council Meeting	109
17.	Adjournment	



Council Minutes
Tuesday, April 24, 2018
7:00 p.m. Council Chambers

Council Present:

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

Staff Present:

Bill White, C.A.O. Clerk
Gordon Duff, Treasurer
Quinn Foerter, Administrative Assistant, Recording Secretary
Matt Lubbers, Recreation Services Manager

1. **Call to Order- 7:02 pm**
2. **Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act**
3. **Minutes of Previous Meeting**
 - a. Regular Council Minutes of April 10, 2018

RESOLUTION 2018-71

Moved By: Deputy Mayor Faulkner; Seconded By: Councillor Turton
THAT the minutes of the April 10, 2018 Council Meeting be approved.

Carried

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

Mayor Bridge, Deputy Mayor Faulkner and Councillors Elliott and Turton identified items.
5. **Resolution Moving Council into Committee of the Whole to Consider Public Meetings, Delegations, Public Question Period, Correspondence, Reports, Motions for Which Notice Has Been Previously Given and Other Business**

RESOLUTION 2018-72

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell
THAT The Town of Minto Council convenes into Committee of the Whole.

Carried

6. Public Meeting- None

7. Delegations

a. Recognition Night of Champions

Mayor Bridge and Councillor Elliott presented certificates to the Palmerston Terminators, 2017-18 Ontario Broomball Association Junior Provincial Champions; Minto Minor Hockey Midget Rep Team 2017-18 Ontario Minor Hockey Association Champions; and Minto Minor Hockey Pee Wee Rep Team 2017-18 Ontario Minor Hockey Association Silver Medalists.

b. County Councillor David Anderson, County Update

County Councillor Anderson reviewed the Wellington OPP detachment report, library use statistics, the Wellington Advertiser's 50th Anniversary Party at the County Museum & Archives, and gave a brief update on social services including the new childcare facility in Palmerston, and County Housing on Daly Street.

8. Public Question Period- None

9. Correspondence Received for Information or Requiring Direction of Council

- a. Waterloo-Wellington LHIN, March 2018 Newsletter
- b. Township of Killaloe Hagarty & Richards, Resolution re Landfill Sites
- c. MPP Randy Pettapiece, Louise Marshall Hospital Expansion Goes Forward
- d. Wellington-Dufferin-Guelph Public Health, Board of Health Highlights April 2018
- e. Saugeen Valley Conservation Authority, 2017 Annual Report
- f. Halton Region, Seeking Support on the Court Application Involving the CN Truck-Rail Development in the Town of Milton
- g. Federation of Canadian Municipalities, Municipal Guide to Cannabis Legalization
- h. AMO, Companion Document to FCM Guide to Cannabis Legalization for Municipalities
- i. Youth For Christ / Youth Unlimited, March 2018 Updates
- j. Township of Wellington North, Public Meeting re Zoning Amendments Wellhead Protection Areas
- k. Township of Wellington North, Public Meeting re Zoning Housekeeping Amendments
- l. MPP Randy Pettapiece Pushes Government to Fast-Track Rea and Walter Act
- m. AMO, Policy Update- Three Presumptive Cancers for Firefighters Announced

MOTION: COW 2018-101

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT Council receive the correspondence for information.

Carried

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

a. Committee Minutes for Receipt

- 1. Jamesway Manor Board Meeting Minutes of March 15, 2018

MOTION: COW 2018-102

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

THAT Jamesway Manor Board Committee Minutes of March 15, 2018 be received for information.

Carried

b. Committee Minutes for Approval- None

c. Staff Reports

1. Recreation Services Manager After School Program Update

Recreation Services Manager Lubbers advised the School Board accepted the Town proposal for a new after school program. He reviewed projected cost and revenue noting formal agreement is needed in August to start in Palmerston this year and expand to Harriston next. Mayor Bridge and Council discussed the community benefit of the program.

MOTION: COW 2018-103

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

THAT Council receives the April 17th, 2018 report from the Recreation Services Manager entitled After School Program Update, and approves moving forward in phased approach with Palmerston first year and Harriston in subsequent years based on the preliminary costing outlined in the report.

Carried

2. Building & Planning Assistant - Site Plan Approval Shrimp Canada Minto Road Palmerston

The C.A.O Clerk summarized the report recommending conditional approval with final grading, drainage, paving, landscaping and servicing detail confirmed before building permit.

MOTION: COW 2018-104

Moved By: Councillor Anderson; Seconded By: Councillor Dirksen

THAT Council receives the Planning Assistants report dated April 20, 2018 and approves Site Grading Plan and Illustration of Existing Topography for the Shrimp Canada hatchery subject to execution of a development agreement with the Town requiring, among other matters, completion of the work within two years, and final tree planting, servicing, grading and drainage, loading area and similar being provided to the satisfaction of the Town prior to issuance of a building permit.

Carried

3. Chief Building Official, Appointment of Building Inspector

C.A.O Clerk White noted By-Law Enforcement Office & Chief Fire Prevention Officer Cameron Forbes is now qualified to do certain residential inspections. Council passed on congratulations and noted this is an asset for a busy Building Department.

MOTION: COW 2018-105

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen

THAT Council receives the Chief Building Official's report dated April 20, 2018, and considers a bylaw in regular session to appoint Gordon Cameron Forbes as a Building Inspector for the Town of Minto.

Carried

4. Chief Building Official, February and March Building Permit Review
C.A.O Clerk White reviewed the permit statistics for February and March noting highlights such as seven agricultural permits and six new single family dwellings.

MOTION: COW 2018-106

Moved By: Councillor Turton; Seconded By: Councillor Colwell

THAT Council receive the Chief Building Official's January Permit Review for information

Carried

Councillor Colwell assumed the Chair.

5. Treasurer and Tax Collector, Section 357 Applications
Treasurer Duff noted lands eligible under Section 357 applications are mainly due to building demolition or closing of commercial properties.

MOTION: COW 2018-107

Moved By: Councillor Turton; Seconded By: Councillor Anderson

THAT Council receives the April 2018 report from the Treasurer and Tax Collector regarding Section 357 Applications and that these applications be approved.

Carried

6. Treasurer, Approval of Accounts
Treasurer Duff noted payments for roadwork, payroll administration, and chemicals for wastewater plants.

MOTION: COW 2018-108

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 April 13, 2018 as follows: Administration \$196,460.68, People & Property \$3,949.81, Economic Development \$5,119.96, Incubator \$534.06, Fire \$1,480.18, Roads \$126,898.60, Waste Water \$33,416.09, Streetlights \$6,355.77, Water \$9,869.20, Town Landscaping Care \$656.26, Recreation \$2,731.21, Clifford \$4,896.53, Harriston \$9,923.68, Palmerston \$17,083.92, Norgan \$2,126.03 for a total of \$421,501.98.

Carried

Mayor Bridge resumed the Chair.

7. C.A.O. Clerk Municipal Act, Lame Duck Provisions

The C.A.O Clerk summarized the report and the reason for the temporary appointments due to the Lame Duck period.

MOTION: COW 2018-109

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

THAT Council of receives the C.A.O. Clerk's report dated April 5, 2018 Municipal Election Act, Lame Duck Provisions and that the following delegations of authority pursuant to the Municipal Act 275(6) be made to apply, if necessary, during the restricted period following nomination day or election day as the case may be:

- 1. Appoint or remove any officer to the C.A.O. Clerk**
- 2. Hire or dismiss an employee to the C.A.O. Clerk**
- 3. Dispose of any real or personal property valued at \$50,000 or more when acquired by the Town (unless provided for in the most recent budget adopted by Council) to the C.A.O. Clerk, and Treasurer Deputy C.A.O.**
- 4. Make any expenditure or incur any other liability of \$50,000 or more (unless provided for in the most recent budget adopted by Council) to the C.A.O. Clerk and Treasurer Deputy C.A.O.**

Carried

8. C.A.O. Clerk Second Draft North Clifford Secondary Plan

C.A.O Clerk White reviewed the Draft Secondary Plan, and noted changes such as updating County land use maps, updated provincial policies reflecting the Greater Golden Horseshoe Plan, changes to the road system, policies for cross boundary service connection and urban design standards. Council supports filing an application to amend the County Official Plan.

MOTION: COW 2018-110

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

THAT Council receive the C.A.O. Clerk's April 19, 2018 report Second Draft North Clifford Secondary Plan and associated draft amendment to the County Official Plan, and Council direct staff to file a formal application to amend the County Official Plan accordingly.

Carried

d. Additional Business Disclosed as Additional Items

Councillor Turton noted the Legion Ladies Auxiliary 70th anniversary was recognized by a wreath laying and dinner Sunday. Mayor Bridge had provided a certificate. Green Legacy Day is Saturday May 5 and Harriston Kinsmen fundraiser is June 23 featuring Jimmy Keys.

Councillor Elliott noted the Lions Park was vandalized over the Easter Weekend and the Club was working on repairing the damage.

Deputy Mayor Faulkner noted that the Shriners onion sale is in mid-May.

Mayor Bridge thanked Council and staff for the successful Volunteer Appreciation dinner. Grey Wellington Theatre's production of Terms of Endearment is having great reviews.

11. Motion to Return To Regular Council

RESOLUTION 2018-73

Moved By: Councillor Elliott; Seconded By: Councillor Anderson

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

Carried

12. Notices of Motion

13. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION 2018-74

Moved By: Councillor Turton; Seconded By: Councillor Dirksen

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

Carried

14. By-laws

a. 2018-25, Appointment of Building Inspector

RESOLUTION 2018-75

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

THAT By-law 2018-25; Being a By-law to appoint Gordon Cameron Forbes as a Building Inspector for the Town of Minto; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

b. 2018-26, Confirming Proceedings April 24, 2018 Committee of the Whole/Council

RESOLUTION 2018-76

Moved By: Councillor Anderson; Seconded By: Councillor Elliott

THAT By-law 2018-26; To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held April 24, 2018; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

15. Adjournment- 8:39 pm

RESOLUTION 2018-77

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

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



MAY 2018

CLIFFORD RECREATION ASSOCIATION (CRA) NEWSLETTER

UPCOMING EVENTS...

MAY 05: CLIFFORD EARTH DAY, Rotary Park,
10:00 am

MAY 11: SPRING PLANT & BAKE SALE, Rotary
Pavilion, 2:00-7:00 pm

MAY 14 & 28: EUCHRE OR SOLO, Community Hall,
7:30 pm

MAY 15: CRA NEWSLETTER DEADLINE

MAY 22: SPRING FLOWER SHOW, Community Hall,
7:30 pm

JUNE 02: COMMUNITY YARD SALE, Rotary
Pavilion, 7:00 am-7:00 pm

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

CLIFFORD EARTH DAY CLEAN-UP



MAY 5, 2017

Calling all Clifford residents!

Please help clean up your community.

- All ages welcome.
- Hot dog lunch after cleanup.

Please meet Bonnie Whitehead at the
John Hobelman Rotary Memorial Park Pavilion

(across from arena) at **10 a.m.**

for supplies, assignment and area to clean up.

Dress appropriately for the weather.

Bags, gloves and vest will be supplied.

Sponsored by the Town of Minto and
Clifford & District Horticultural Society

GRASSROOTS SOCCER



...is back again in 2018 starting June 12!

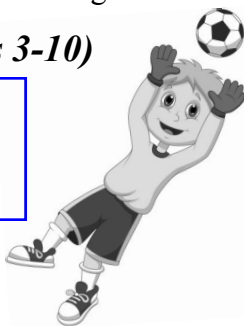
\$ 40/child (ages 3-10)

Tuesday Nights

June 12– Aug. 14

6:30-7:15 p.m.

Call Town of Minto Recreation Dept
(519) 338 2511 ext 243 or email
grace@town.minto.on.ca to register
or for more information.



Clifford Recreation Association is looking for new members!



If you would like to become
more involved in our
community through
volunteerism, please
contact Randy at
randy@ruetz.ca.

JUNE 2018

CRA Newsletter Deadline

is Tuesday, APRIL 15th. randy@ruetz.ca
Please include complete information: event name,
date, time and contact information.

Stay up-to-date on the
**CLIFFORD DIGGIN IT
2018 PROJECT**


by following...
www.clifforddiggin.it.ca

Clifford & District
Horticultural Society
May 11 SPRING PLANT & BAKE SALE
 2:00-7:00 pm, Rotary Park Pavilion.
 (Donations of baked goods, perennials, and
 used gardening equipment would be appreciated.)
May 22 SPRING FLOWER SHOW
 7:30 pm, Community Hall.
 (Doors open at 6:30 for viewing of the exhibits.)
 Guest speaker Marlene Wynnyk will be speaking on
 'Sea Buckthorn'. Luncheon to follow.
Everyone is welcome.

Come join us!
EUCHRE or SOLO
 \$3.00/evening * Lunch Provided
 7:30 p.m. Clifford Community Hall (small
 ♦ May 14, 28 ♦ June 11, 25
 Every two weeks until May.

KIDS! **CLIFFORD COMMUNITY KIDS CLUB:**
 Thursdays 6:45-8:00 pm
 Clifford Community Centre
KID'S WORSHIP EVENT:
 Third Saturday of month,
 10 am—1 pm

YARD SALE
 Clifford Meals On Wheels Annual
Clifford Community Yard Sale
 Sat., June 2, 7 a.m. to 7 p.m.
ROTARY PARK PAVILION
 (across from arena)
 Bargains for everyone! Come join the fun!
BAKE SALE
REFRESHMENTS
 Donations gratefully accepted Friday,
 June 1 from 7 am to 8 pm.
 For more information regarding donations or to volunteer,
 please call Frank and Sheila Dickinson at 519 327-3719

Join us at the... 
CLIFFORD LIBRARY!

BEDTIME STORIES (all ages) Wednesdays, May 2-16; 6:30-7:00 pm. Wear your PJs. Drop in. Quiet evening story time for families.

CANADIAN CHILDREN'S BOOK WEEK SCAVENGER HUNT (all ages) May 8-12, during Branch hours. Celebrate this book week by completing our scavenger hunt.

EVENING BOOK CLUB (adult), 2nd Thursday of each month 6:45-8:00 pm. May 10, discussing "The Illegal" by Lawrence Hill. Please register. All welcome.

CARNEGIE CAFÉ: ROYAL WEDDING TEA (adults) Wed., May 9, 2:00-3:30 pm. Come dressed for tea, and explore wedding traditions and the Royal family. Please register.

TWEEN CLUB (pre teens) Wed., May 30, 6:45-7:30 pm. We'll investigate different crafts, skills and hobbies, and discover all the new and amazing things you can learn from books!

TECH TALK (adults) Wednesday, May 23, 6:30-7:30 pm. Bring your questions about computers, e-readers or other mobile devices, and we will explore them together. Please register.

ALL BRANCHES WILL BE CLOSED MONDAY, MAY 21
 For more information about Wellington County Library programmes, please call the Clifford Branch (519) 327-8328 or visit www.wellington.ca/library

Check us out on FaceBook!
<https://www.facebook.com/CliffordRecreationAssociation>



Clifford Firefighters Association
 — **ANNUAL CO-ED** —
SLOW PITCH TOURNAMENT
 June 8, 9 & 10, 2018
 Clifford Ball Diamond
TEAMS WANTED
 Proceeds go back into the community.
 Food booth
 Beer Gardens
 Prize Money
 For further info contact fdykstra@sonicwaves.ca
 or call Kurt 519 321 1252



RECEIVED APR 24 2018
**UPPER GRAND
DISTRICT SCHOOL
BOARD**

Jennifer Passy BES, MCIP, RPP
Manager of Planning

Board Office: 500 Victoria Road N. Guelph, ON N1E 6K2

Email: jennifer.passy@ugdsb.on.ca

Tel: 519-822-4420 ext. 820 or Toll Free: 1-800-321-4025

April 13, 2018

PLN: 18-25

File Code: B01

Sent by: mail & email

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

Re: Public Meetings – Re: Long Term Accommodation Plan Final Report (Draft)

On April 10, 2018, Board staff presented the Long Term Accommodation Plan Final Report (Draft) at the Business Operations Committee of the Upper Grand District School Board (UGDSB). The Long Term Accommodation Plan (LTAP) is a strategic review of the school board's facilities, population projections, and enrolment forecasts.

The Long Term Accommodation Plan Final Report (Draft) was developed by Board staff in response to input received during the first phase of public engagement. The draft report includes a list of proposed short (1-5 yrs.) and long (6-10 yrs.) accommodation priorities. The report does not include any recommended changes to school programs or boundaries.

Five regional public meetings are scheduled throughout the district as part of the second phase of public engagement. We invite you to attend any of the following meetings:

- Wednesday, May 2, 2018, 7-9 pm – Erin PS, gymnasium
- Thursday, May 3, 2018, 7-9 pm – Centennial CVI, cafeteria
- Thursday, May 10, 2018, 7-9 pm – Orangeville DSS, cafetorium
- Wednesday, May 16, 2018, 7-9 pm – Centre Wellington DHS, cafetorium
- Thursday, May 17, 2018, 7-9 pm – Norwell DSS, double gymnasium

Feedback collected in this second phase of engagement will inform the final LTAP.

Please visit www.ugdsb.ca/ltap for more information and to provide feedback on the draft. The web page includes all documents, including the LTAP Final Report (Draft), an online comment form and an opportunity to sign up to receive updates.

Sincerely,
Upper Grand District School Board

Jennifer Passy, BES, MCIP, RPP
Manager of Planning

Upper Grand District School Board

• Linda Busuttil; Chair
• Marty Fairbairn; Vice-Chair

• Mark Bailey
• Susan Mozziar

• Kathryn Cooper
• Bruce Schieck

• Barbara Lustgarten Evoy
• Lynn Topping

• Martha MacNeil
• Barbara White

MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0
TEL.: (705) 752-2740 FAX.: (705) 752-2452
Email: municipality@eastferris.ca

REGULAR COUNCIL MEETING

HELD
April 24th, 2018

No. 2018-146

Moved by Councillor Rochefort

Seconded by Councillor Kelly

WHEREAS alarming amounts of wolf sightings have been discovered in the Municipality of East Ferris;

AND WHEREAS there has been an abundance of deer killed in the area by predators;


AND WHEREAS the Anglers and Hunters have reported they are seeing a large amount of wolves on the trap lines where they are prohibited to trap;

AND FURTHER that the Anglers and Hunters are advising that the wildlife animals such as the deer, the beavers, the rabbits and the partridges will diminish if the government of the day keep the trappers from this area, and that our wildlife will in the north of Algonquin Park have major impact;

BE IT HEREBY RESOLVED that this resolution be forwarded to Nathalie Des Rosiers, Minister of Natural Resources and Forestry; Nipissing Temiskaming MP, Anthony Rota; MPP, Vic Fedeli; FONOM, AMO, surrounding area municipalities; Nosbonsing Anglers and Hunters and the Ontario Federation of Anglers and Hunters.

Carried Mayor Vrebosch

CERTIFIED to be a true copy of
Resolution No. 2018- 146 passed by the
Council of the Municipality of East Ferris
on the 24^h day of April, 2018.


Monica L. Hawkins, AMCT
Clerk



The Corporation of the

Township of Uxbridge

In The Regional Municipality of Durham

Town Hall
51 Toronto Street South
P.O. Box 190
Uxbridge, ON L9P 1T1
Telephone (905) 852-9181
Facsimile (905) 852-9674
Web www.town.uxbridge.on.ca

SENT VIA EMAIL

April 19, 2018

Honourable Ernie Hardeman, MPP
Room 413, Legislative Bldg.
Toronto, Ontario
M7A 1A8
ernie.hardeman@pc.ola.org

**RE: BILL 16, RESPECTING MUNICIPAL AUTHORITY OVER LANDFILLING
SITES
TOWNSHIP FILE: A-00 G**

Please be advised that during the regular meeting of the Council of April 16, 2018 the following motion was carried;

THAT Correspondence Item No. 55 be received for information;

AND WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this outdated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities, AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15 percent.

AND WHEREAS municipalities across Ontario are quietly identified and targeted as potential landfill sites;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

THEREFORE IT BE RESOLVED THAT the Township of Uxbridge supports Bill 16, Respecting Municipal Authority Over Landfilling Sites Act introduced by MPP Ernie Hardeman and calls upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities;

AND FURTHER THAT the Township of Uxbridge send copies of this resolution to Ernie Hardeman, MPP, AMO, Granville Anderson, MPP, Catherine McKenna, Minister of the Environment and Climate Change, Peter Van Loan, MP, Kathleen Wynne, Premier of Ontario and all Ontario municipalities.

I trust you will find the above to be satisfactory.

Yours truly,



Debbie Leroux
Director of Legislative Services/Clerk

/ljr

cc: AMO
Granville Anderson, MPP
Catherine McKenna, Minister of the Environment and Climate Change
Peter Van Loan, MP
Kathleen Wynne, Premier
Ontario Municipalities

[View this email in your browser](#)



A Message from the CEO

I am delighted to introduce this first edition of the SWIFT newsletter. We intend to make it a regular publication so as to keep our readers up-to-date on all things SWIFT. We chose a quarterly schedule to ensure that our correspondence is never overwhelming and that the content being delivered is relevant. In this and future editions, we hope to give readers inside access into what we have been researching, building and thinking. I hope this will be a welcome addition to your inbox and encourage you to provide feedback and comments on this first edition by emailing us at: communications@swiftnetwork.ca.



I am also pleased to announce the appointment of Barry Field to the position of Chief Operating Officer (COO). In this role, Barry will be dedicated to the implementation and delivery of the SWIFT Network, including project management and financial oversight. Barry brings a history of entrepreneurial experience to the role, with an extensive background in project management for the telecommunications industry. Most recently, he has managed projects for the Telecommunication Services of Trinidad and Tobago (TSTT), The Bahamas Telecommunications Company (BTC), American Samoa Telecommunications Authority (ASTCA) and Cox Communications. I am

confident that Barry brings the right mix of experience and skill to translate SWIFT's vision into action. He will play a pivotal role in helping us to empower communities to access global opportunities through local, ultra-high-speed connections.

Finally, I would like to thank our members, partners, and supporters for their ongoing encouragement and dedication to the SWIFT initiative. We look forward to continuing to work together to "Build Broadband for Everyone."

Sincerely,

Geoff Hogan,
Chief Executive Officer

Project Update

On January 3rd, SWIFT launched its first in a series of upcoming Request for Proposals (RFPs) that outlined a complete list of deliverables and requirements for the design, construction, operation and maintenance of the ultra-high speed, open access, fibre optic backbone network for

from across the region. During this phase of the project, our [20 pre-qualified telecom service providers](#) will be able to submit a proposal in response to the RFP for the first phase of network construction. Their responses to the RFP will determine exactly where and when the fibre will be built. SWIFT anticipates selecting the Preferred Proponent(s) in the spring of 2018, with construction of the network commencing mid to late 2018.

Data Collection Update

To connect everyone as efficiently as possible, we're collecting information about how residents, farms, and businesses currently use the Internet. This 15-minute survey will help us to determine where we will invest our funding and support us in achieving our goal of building "broadband for everyone." To complete the survey, please visit our [Survey](#) webpage. If you are interested in promoting the SWIFT survey in your community, please visit our [Resources](#) webpage (under survey marketing materials) for a sample email, poster, and social media post to share with your networks.

Membership Update

SWIFT now represents the purchasing interests of more than 2,000 member locations including municipalities, First Nations communities, hospitals, schools, school boards, and other large public and private enterprises across the region. SWIFT membership is open to any community or organization that needs connectivity to any of its locations. Regardless of the size of your community, where you're located, or what sector you represent, our membership rates are based on the principle of equal access. Annual membership rates range from \$250 to \$2500 depending on the number of locations you commit to the network. If you are interested in becoming a member, please contact Adriana Dekker, Stakeholder Relations Manager at adriana.dekker@swiftnetwork.ca.

Advocacy Update

On March 28, SWIFT published a position paper that gave prominence to Ontario's increasing digital divide and provided an evidence-based case for continued investment in equitable access to high-speed broadband networks. To read the full position paper, please visit our [Resources](#) webpage.

News Update

SWIFT was recently featured in:

- [CBC News - Windsor](#)
- [CTV News - Kitchener](#)
- [CTV News - Windsor](#)
- [How to be Smart\(er\) in Mid-Sized Cities report](#)
- [Municipal Interface Magazine](#)
- [The Municipal Information Network](#)

Questions about SWIFT? We have answers.

We're working hard to fund the construction of broadband for everyone. We know you have questions about how we're going to accomplish our goals and invest our funding and we want to make sure that you have the information that you need. To find the answers to your questions, please visit our website for an updated list of [Frequently Asked Questions](#) or contact us at info@swiftnetwork.ca.

Connect with SWIFT and follow along as we build #broadbandforeveryone. Use the links below to visit our website and find us on Facebook and Twitter.



Facebook



Twitter



Website

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



Twitter



Facebook



LinkedIn

MESSAGE FROM THE OMBUDSMAN FOLLOWING TORONTO VAN ATTACK

Our hearts are heavy as we grieve for the victims of the horrific attack on innocent pedestrians in Toronto on April 23 and think of the unimaginable pain their loved ones are experiencing. We are also profoundly grateful for the courage and professionalism demonstrated by first responders across the city who answered the call for their services.



A memorial with messages of support and condolences has sprung up near the intersection of Yonge Street and Finch Avenue following the attack on April 23, 2018. Photo courtesy of @thecoffeecop

POLICE DE-ESCALATION TRAINING IN THE SPOTLIGHT

Talk of "the cop who didn't shoot" -- that is, the Toronto police officer who successfully apprehended the suspect in the van attack without resorting to deadly force -- has helped



“This is exactly the type of de-escalation ... and response to these types of confrontations that we hope to see,” Ombudsman Paul Dubé told the [Canadian Press](#) in an interview the day after the incident.

"[The officer] appears to have assessed the threat adequately and appropriately, and this is the type of thing that our recommendations call for. The training should reinforce the notion that officers in those confrontations, and in those situations dealing with someone in crisis, should be always exploring options other than firing their weapons first," the Ombudsman said, referring to the recommendations from his 2016 report "[A Matter of Life and Death](#)."

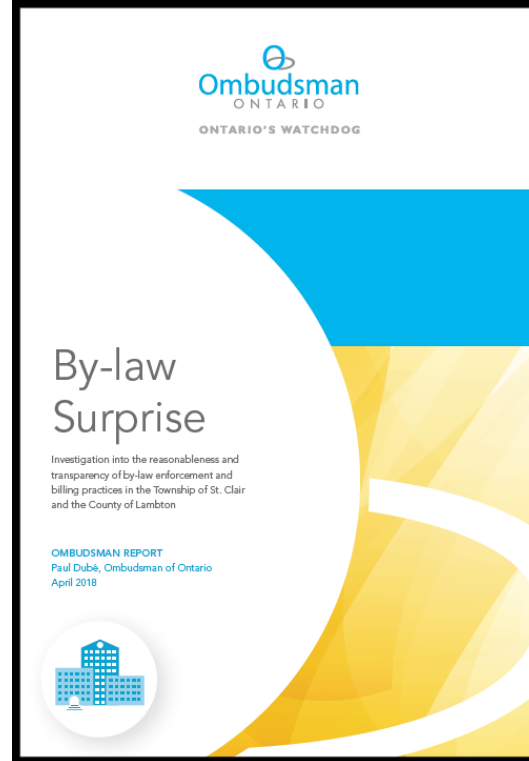
In early April, the Ombudsman welcomed [news that the Ministry of Community Safety and Correctional Services](#) was taking steps to implement recommendations from the report to improve how police use force in Ontario. “I am pleased to see the Ministry is moving forward on my recommendations to improve police de-escalation training across the province,” Mr. Dubé said at the time. “A new use-of-force model that emphasizes de-escalation techniques, particularly in incidents involving people with mental illnesses or who are in crisis, will help save lives, and improve public confidence in police.” [Read his submission to the province here](#).

LATEST MUNICIPAL INVESTIGATION EMPHASIZES NEED FOR FAIRNESS IN BY-LAWS

This month, Ombudsman Paul Dubé released the report on his [investigation](#) into the fairness and transparency of the by-law enforcement and billing practices of the Township of St. Clair and the County of Lambton. In the report, titled "[By-law Surprise](#)," Ombudsman Dubé called for the township to apologize to a resident for surprising her with a \$11,700.63 bill for by-law enforcement expenses that it had no legal authority to charge.

The Ombudsman also called on the township to expunge the debt. "I am not

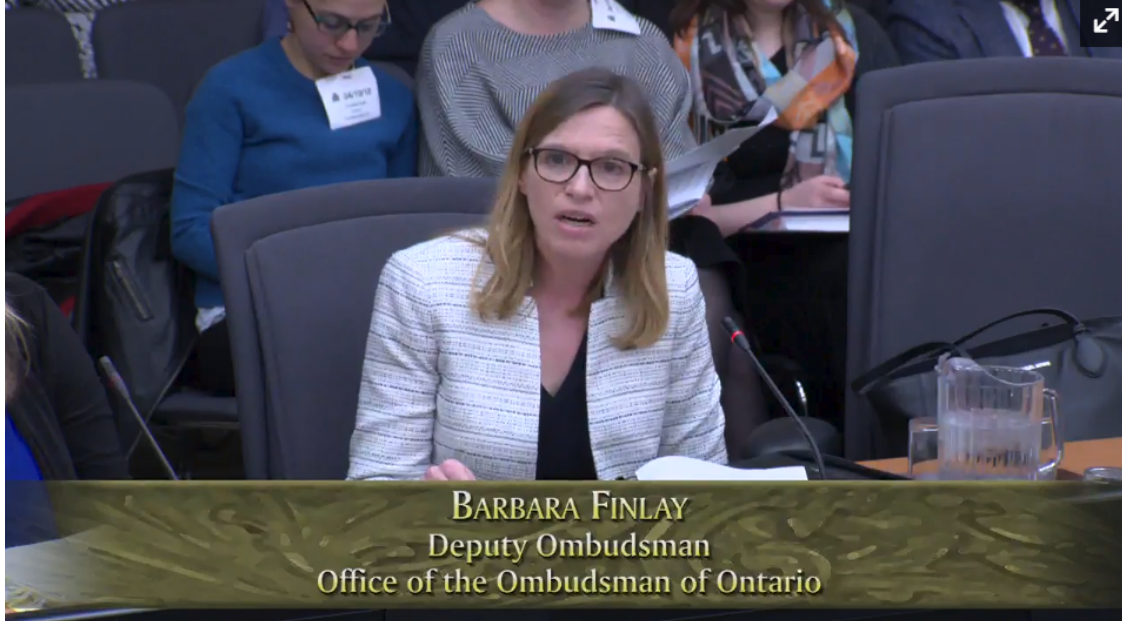
suggesting that the township deliberately acted contrary to law, or that it is not entitled to take steps to ensure that residents and property owners comply with prescribed property standards," the Ombudsman wrote in the investigation report. "But in this case, the township's actions are without legal foundation."



The County of Lambton accepted all the recommendations directed at it, and the Township of St. Clair has agreed to all recommendations except two: the call to apologize and to expunge the resident's debt. Ombudsman Dubé said he will continue to encourage the township to accept the last two recommendations and will monitor and report on the progress of both municipalities to implement the recommended changes.

- [Ombudsman called in after woman gets \\$11,700 bill from St. Clair Township](#) - Sarnia Observer
- [Ont. ombudsman asks St. Clair Township to apologize in dispute over cars on property](#) - CBC News

Read the full report here



OMBUDSMAN SUBMISSION HIGHLIGHTS GAPS IN CORRECTIONS BILL

This month, the Ombudsman made a submission to the Legislature's Standing Committee on Justice Policy on Bill 6, the *Correctional Services Transformation Act*. While the Ombudsman noted he was pleased to see some of the key recommendations from his [previous reports](#) reflected in the legislation, he identified several gaps that could prevent effective reform. On April 19, Deputy Ombudsman Barbara Finlay presented the submission and answered the committee's questions. She highlighted gaps in the bill, including that regulations to the bill could allow certain correctional facilities to be exempted from the 15-day consecutive and 60-day aggregate limits on segregation, putting vulnerable inmates at risk. Our Office also suggested further improvements, such as enshrining “serious misconduct” and “restrictive confinement” in legislation, and ensuring contractors within the correctional system are not exempt from our oversight. [Read the full submission here](#).

WHEN IN DOUBT, OPEN THE MEETING

This month, Ombudsman Ontario published the results of three municipal closed-meeting investigations. The reports probed complaints regarding meetings held by the [Town of Fort Erie](#), the [Township of Tehkummah](#), and the [Town of Pelham](#). These cases help highlight when a gathering of councillors at a local bar might constitute an “official” council meeting; what is sufficient public notice for a special council meeting; and when municipal council might hold an in camera meeting under the “acquisition or disposition of land” exception.

Search the full archive of closed-meeting reports on our website

HERE, THERE AND EVERYWHERE

This past month, Ombudsman Paul Dubé spoke at [Autism Ontario's](#) annual [Raise the Flag](#) event (see photo, right) at Toronto City Hall on April 3 to mark World Autism Awareness Day.

Ombudsman staff met with the public at the Toronto District School Board's community fair in Etobicoke for students with physical or intellectual disabilities and their families and at the [Ontario Coalition for Children and Youth Mental Health](#) summit in Toronto. Staff also spoke at the Society of Ontario Adjudicators and Regulators' two-day Front Line Adjudicator Training course in Toronto and to members of the Ontario Association of School Business Officials' Information Management/Privacy and Access committee in Mississauga.



**Interested in having our staff attend your public outreach event?
Contact us!**

PHOTO FINISH

A man who needed a new driver's licence for work complained to our Office that he could not get one because he didn't have adequate photo identification. He had tried to use his Canadian citizenship card, but it was rejected at the DriveTest location where he applied because the photo on it was taken 35 years earlier.

[Read about how we helped.](#)

Read more successful case resolutions [here](#).

WORK WITH THE OMBUDSMAN

Are you interested in a career that would help improve the lives of Ontarians? Our Office is currently hiring and we're looking for analytical, creative problem-solvers.



We have openings for Early Resolution Officers and an Articling Student. [Click here to learn more.](#)

File a complaint or contact us here

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

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

Monday	Tuesday	Wednesday	Thursday	Friday
30	01	02	03	04
ASH - Arthur Seniors Hall CNRA Clubhouse-Palmerston CUC - Clifford United Church DRC - Drayton Reformed Church KPC - Knox Presbyterian Church Lib - Library	Good Food Box Payment Date 9:00 Drayton Walking - PMD Arena 9:00 Arthur Exercise - ASH 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle - MFPC 11:00 Harriston Exercise - KPC 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Wellington Terrace Focus Group -DRC 1:00 Games Afternoon - Mt Forest DSP 7:00 Bereavement Group - Birmingham Retirement Community-Coping with Special Days	9:00 Palmerston Walking- Arena 9:00 Drayton Walking - PMD Arena 10:00 Coffee Morning - Clifford Hall 11:00 Tastes for Life - MFPC 11:00 Harriston Exercise- KPC 1:00 Shuffleboard - PMD Arena 3:15 SMART Exercise - VON Mt Forest 6:00 Arthur's Writer's group - Arthur Lib 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise PUC & CUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 2:30 Carnegie Cafe Embroidery Harriston Library Register 519 338 2396
07	08	09	10	11
9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise - Clifford United Church 9:00 Euchre Drayton United Church 9:30 SMART Exercise Drayton Reformed Church 10:00 Yoga-Palmerston United Church \$5.class 10:00 Line Dancing - Harriston Arena -\$3.class	Good Food Box Drop Off Date 9:00 Drayton Walking - PMD 9:00 Arthur Exercise - ASH 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle - MFPC 11:00 Harriston Exercise - KPC 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 12:00 Palmerston Dining- I Can't Draw and Why it Doesn't Matter-Kim Kool 1:00 Games Afternoon - Mt Forest DSP 2:00 Cholesterol /Chronic Pain -Palmerston office of MMFHT register call 519-638-2110	9:00 Palmerston Walking- Arena 9:00 Drayton Walking - PMD Arena 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 1:00 Shuffleboard - PMD Arena 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise PUC & CUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 12:00 Drayton Dining - Musical Entertainment with Tonia-Joy Skipper
14	15	16	17	18
9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise - Clifford United Church 9:00 Euchre Drayton United Church 9:30 SMART Exercise Drayton Reformed Church 10:00 Yoga-Palmerston United Church \$5.class 10:00 Line Dancing - Harriston Arena \$3 class	9:00 Drayton Walking - PMD 9:00 Arthur Exercise - ASH 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle - MFPC 11:00 Harriston Exercise - KPC 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking-Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 1:00 Games Afternoon Mt Forest DSP 2:00 Cards & Games \$2 - CNRA 2:00 Art Workshop - Palmerston Library \$5.00 class Paper crafting and stamping	9:00 Palmerston Walking- Arena 9:00 Drayton Walking - PMD Arena 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 2:00 Hooks & Needles - Arthur Library 3:00 Shuffleboard Showdown - PMD 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking-Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD Arena 9:00 SMART Exercise CUC & PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 12:00 Clifford Dining -Whittling with Wood - Guelph Carving Club - Ken and Ray
21	22	23	24	25
Happy Victoria Day MFPC - Mount Forest Pentecostal Church MMFHT - Mt Forest Family Health Team PMD - Drayton Arena PUC - Palmerston United Church VON - SMART 392 Main St North Mount Forest	9:00 Drayton Walking - PMD Arena 9:00 SMART Exercise PUC 9:00 Arthur Exercise - ASH 10:15 SMART Exercise PUC 10:30 Golden Hearts Luncheon - MFPC 11:00 Harriston Exercise - KPC 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:30 Arthur Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 1:00 Games Afternoon - Mt Forest DSP	9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD Arena 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 1:00 Shuffleboard Banquet - Drayton Legion 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Harriston Walking- Arena 9:00 Drayton Walking - PMD Arena 9:00 SMART Exercise PUC & CUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC
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9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise Clifford United Church 9:00 Euchre Drayton United Church 9:30 SMART Exercise DRC 10:00 Yoga - Palm United Church -\$5. class 10:00 Line Dancing - Harriston Arena -\$3. class 2:00 Carnegie Cafe Drayton Library - Watercolour Painting Register 519 638 3788	9:00 Drayton Walking - PMD Arena 9:00 SMART Exercise PUC 9:00 Arthur Exercise - ASH 10:15 SMART Exercise Palmerston United Church 10:30 Friendship Circle - Mount Forest Pentecostal Church 11:00 Harriston Exercise- Knox Presbyterian Church 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:00 Friendship Circle -PUC 12:00 Harriston United Church Dining - Top 5 Tips for Planting Seeds for Good Emotional Health - Social Workers-Kathy and Joanne MMFHT 1:00 Games Afternoon - Mt Forest DSP	9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD Arena 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 12:00 Arthur Dining -10 Warning Signs of Dementia -Alzheimer Society 3:15 SMART Exercise - VON Mt Forest 7:00 Pickleball- Harriston Arena \$2	<div>SENIORS' CENTRE for EXCELLENCE</div> <div></div>

519 638 1000 or 1 866 446 4546

May 2018 Programs and Events

Wellington Terrace Expansion Focus Group Wednesday, May 2nd 10:30 Drayton Reformed Church. The County of Wellington is investigating the possibility of creating a senior's community, adjacent to the Wellington Terrace. You are invited to participate in a discussion as part of the planning process. Refreshments will be served and you will be home by noon! This is an opportunity for Mapleton residents to have their say on this potential development.

Living with Loss: Wednesday, May 2nd 7 p.m. Birmingham Retirement Community, Mount Forest This month's topic is "Coping with Special Days". This free peer-support group is for adults grieving the death of a loved one. This is an opportunity to share your thoughts and feelings, hear new perspectives, and coping strategies. Registration is suggested but not required, please call 519.603.0196.

Pickle ball: Harriston Arena every Tuesday and Thursday, at 7:00 pm, in the Curling Club area. \$2 per game night, per person. Equipment: Clean indoor shoes. Contact Matt Lubbers 519-338-2511 ext. 240 for more information.

Arthur Writers Group: Thursday, May 3rd @ 6 p.m. Arthur Public Library, lower level. Doris Cassan will facilitate this writing group. If you would like to write fiction, short stories, poems or memoirs and don't know how to start, this is the group for you. Please email Arthur.writers@outlook.com or call Doris at 519.848.2019 for more information or to register. **FREE!**

Harriston Library - Carnegie Café Friday, May 4th @ 2:30 pm Embroidery Workshop – call 519.338.2396 to register

Tastes for Life: Thursday, May 3rd @ 11a.m. Mount Forest Pentecostal Church. FREE Each month will have a different theme with a healthy twist, encouraging you to experiment with quick nutritious recipes. Facilitated by the MFFHT dietitian, Gwen Simms .Please call 519.323.0255 ext.5085 to register **FREE**

Yoga: Palmerston United Church, Mondays, 10 am \$5.00 per class. Kerry Ammerman
Line Dancing – Harriston Arena on Mondays until June 25th at 10 am. Drop in fee \$3.00 per class. Join in and challenge your coordination and your fitness level! No previous experience necessary.

Chronic Pain Self-Management Group Minto Rural Health Clinic Palmerston Wednesday, May 9th 2-4:30 This six week course will help participants learn ways to better manage their pain and improve quality of life. Learn about exercise, nutrition, better breathing, medications and ways to manage stress and emotions. Registration is required, call 519-638-2110.

Cancelled Art Workshop: Wednesday, May 9th @ 2 p.m. Harriston Library- Cancelled for this month - Donna Hirtle not available please register for workshop at the Palmerston Library May 16th.

Cards and Games Afternoon: 3rd Wednesday, May 16th CRNA building Palmerston @ 2p.m. \$2

Art Workshop: Wednesday, May 16th Palmerston Library @2 p.m. - Donna will bring out your artistic flair. Paper crafting and stamping Cost is \$5. Please register at 519.343.2142 Space is limited.

Friendship Circle: each Tuesday at the Mount Forest Pentecostal Church from 10:30-11:30 a.m. This coffee group takes place each Tuesday morning @ 259 Fergus Street South. This month the last Tuesday is a "Pot Luck" as the Golden Hearts host a wonderful luncheon with speaker. A great way to learn about other community events.

Friendship Circle: Wednesday May 30th, Palmerston United Church @ 10:00 a.m. FREE—Last Wednesday of the month; the coffee and the conversation flow with this group, please plan to attend

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

People of all faiths welcome! Presentations are free and begin at 12:30 p.m.

Come for lunch @ noon for just \$12. Please register by calling 519-638-1000 or toll free 1-866-446-4546.

- 1) Palmerston United Church: Wednesday, May 9th @ 12 p.m. "I can't draw and why it doesn't matter"** Join local artist Kim Kool as she shares her path to becoming an artist and why we should embrace creativity at any age, even if we were told "we are bad at it".
- 2) Drayton Reformed Church, Friday, May 11th @ 12 p.m. "Musical Entertainment"** please join Tonia – Joy Skipper as she performs some of your favourite Christian music and old time favourites.
- 3) Clifford United Church, Friday, May 18th @ 12 p.m. "Whittling with Wood"** Guelph Carving Club members Ray Lang and Ken Fulger will demonstrate their skills, whittling, carving of caricatures and carving in the round etc.
- 4) Harriston United Church ****Change in Location****Wednesday, May 30th @12 p.m. "Top 5 Tips for Planting Seeds for Good Emotional Health"** Join Joanne and Kathy, Social Workers from the MMFHT, as they discuss tips for growing and maintaining positive feelings such as happiness, joy and appreciation.
- 5) Arthur United Church, Thursday, May 31st@12 p.m. "10 Warning Signs of Dementia"** Join Robin Smart, Education Coordinator, Alzheimer Society Waterloo-Wellington, as she looks at the 10 warning signs for dementia, includes brief videos of a person living with dementia, which speaks to how they cope with that particular issue in their lives. Lunch is \$6.00 catered by the AUC women's league.

**Township of Southgate
Administration Office**

185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

April 23, 2018

Ernie Hardeman, M.P.P.
12 Perry Street
Woodstock, ON N4S 3C2

Dear Mr. Hardeman,

Please be advised that the Council of the Township of Southgate, at its regular meeting held on April 18, 2018, endorsed the following resolution:

Moved by Councillor Dobreen, Seconded by Councillor Pallister;

Be it resolved that Council receive consent item (O) from M.P.P. Ernie Hardeman for information; and

That Council support the resolution to grant Municipalities the "Right to Approve" Landfill developments; and

That Council direct staff to take the appropriate administrative action as outlined in the resolution. **Carried.** No. 2018-313

If you have any questions, please feel free to call me at 519-923-2110 ext. 222 or email jbrick@southgate.ca.

Sincerely,

Josh Brick

Deputy Clerk, Township of Southgate

c.c. M.P.P. Ernie Hardeman
Ontario Municipalities

Encl.

Township of Southgate Support Resolution for Municipalities "Right to Approve" Landfill Developments

**Township of Southgate
Administration Office**

185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

Township of Southgate – Support Resolution

**MUNICIPALITIES CALL ON PROVINCE FOR "RIGHT TO APPROVE"
LANDFILL DEVELOPMENTS**

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities, AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15%;

AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

THEREFORE BE IT RESOLVED THAT the Township of Southgate supports *Bill 16, Respecting Municipal Authority Over Landfilling Sites Act* introduced by MPP Ernie Hardeman and calls upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities,

AND FURTHER THAT the Township of Southgate send copies of this resolution to MPP Ernie Hardeman and all municipalities.



VENDOR MEETING

April 6, 2018

7:00pm

CNRA Clubhouse

Attendance: Councillor Judy Dirksen, Luke Hartung, Katie Baarda, Suelaine Poot, Edwin Martin, Lena Martin.

Staff: Taylor Keunen.

1. Review 2017 Season Wrap-Up Meeting Notes

Keunen noted that several changes had occurred since the last meeting. The Taste Real membership is now being offered for free (save \$161.80). Keunen stated that due to liability, insurance and lack of staffing, it would not be possible to purchase and have a bounce castle available during the market. The Railway Heritage Museum Committee offered partially renting a mobile sign for events during the summer as they investigating options. The Committee decided that the existing signage for the market would suffice.

2. Recap January 12 & March 2 Trivia Nights

Hartung stated that overall attendance at the Trivia Nights was good despite the inclement weather for the January event with \$310 made in January and \$620 in March.

3. Review 2018 Vendor Handbook & Application

The Committee reviewed the updated Vendor Handbook and Application. The Committee approved the Vendor Handbook and Application.

4. 2018 Proposed Budget

Keunen noted that the market reserve was \$3,331.91. Luke informed the Committee that they would not be receiving \$1000 from the Pre Seeding BBQ as initially thought. Keunen said that this would affect the budget so the Committee might consider reducing donations. The Committee agreed to not make donations unless there is a surplus.

MOTION:

Moved by: Luke Hartung and **Seconded by:** Suelaine Poot

THAT: The Minto Farmers' Market not budget \$1,000 for community donations in 2018.

CARRIED



VENDOR MEETING

April 6, 2018

7:00pm

CNRA Clubhouse

5. 2018 Budget

Keunen reminded the Committee that the 2018 Budget was \$4,551.00 and the updated budget would now be \$3,551.00.

6. 2018 Marketing Plan

The Committee reviewed the Loyalty and Post Cards and made updates as required. Keunen suggested decreasing the amount of stamps required since there is no longer a Harriston Market, only 7 stamps will now be required. The Committee agreed to make the prize Norgan Combo passes again. Keunen shared that she would continue with Facebook and Instagram posts included vendor bios, Facebook events and boosting main events on both accounts.

The Committee asked about whether or not the museum would be investing in a sound system to play music outside. Keunen will check and will follow up with a response over email.

7. 2018 Special Events

Keunen presented a list of proposed events for the 2018 season attached as Schedule "B". She noted the annual Strawberry Social, Family Day and Breakfast, Library Day and the Corn Roast. The Committee opted to change the Strawberry Social to Saturday June 23, which would be the same day as the Handcar Races, and approved the rest of the events.

The Committee agreed to continue with the weekly Gift Basket.

Hartung noted that August would have an extra week in 2019 so that the Market be for 13 weeks.

8. Market/Museum Student

Keunen noted that there will be three students working at the museum for the summer, but due to the amount of work needing to be done, they would not be able to be present at the market for the whole duration. She shared that the student would be able to set up for the market, prepare & maintain coffee/lemonade, collect vendor fees, and clean up after the market. Keunen noted the student would not be able to stamp the loyalty cards and suggested rotating through the vendors to each take a turn. The Committee suggested creating a schedule to rotate through the full time vendors and to place a sign at the



VENDOR MEETING

April 6, 2018

7:00pm

CNRA Clubhouse

beverage table directing the shoppers to the "Vendor of the Week" who would take care of stamping for the day. Keunen said that she would prepare a schedule and send to the vendors before the beginning of the season.

Keunen noted that there were still many market bags left and asked the vendors if they would be okay with selling some bags. She also noted that the bags could be for sale at the souvenir table in the museum.

9. Vendor Recruitment

Keunen informed the Committee that she was still waiting to hear from several vendors, but she confirmed that Vince would not be returning to the market for the season. She announced that Ron Harkness, who sells pork and beef, would be joining the market as a vendor for the season. Keunen said that she will be searching for vendors and asked the Committee to send her names and contact information for any potential vendors. Hartung noted that Mr. Harkness will require a good location to park his trailer and have access to electricity and suggested that he, Harkness and Keunen map out the location prior to the first Market. Keunen is to arrange a date to meet and map out the venue.

10. Other business

Keunen informed the Committee that Silvia from Public Health would like to schedule a meeting to go over the food vendor application forms. The Committee suggested that meeting the last week in April or the first week of May would work best. Keunen will check availability with Silvia and follow up with a doodle poll for vendors to decide on a date.

Keunen announced that Kerry Ammerman would be continuing with yoga in the Park for \$10 from 9:00 am – 10:00 am again for the season, but that she would not be able to be there for opening day.

Adjournment at 8:34 pm



VENDOR MEETING

April 6, 2018

7:00pm

CNRA Clubhouse

Schedule "A"

Minto Farmers' Market

Palmerston Railway Heritage Museum

June 3 – August 26, 2017

Saturdays 9:00 am – 12:00 pm



Bring your entry to the Market any week to be entered to win a gift basket donated by our generous vendors!



Special Events:

Palmerston Saturday June 3 Saturday June 17 Saturday June 24 Saturday July 1 Saturday July 22 Saturday July 29 Saturday August 26	Season Opening Strawberry Social Handcar Races Event Canada Day Market! Splash Bash in Lions Park 11:00 am – 2:00 pm Family Day at the Market Breakfast by the Carry-On Women's Institute Palmerston Library at the Market Entertainment & Activities for kids! Last Market of the Season! 5th Annual Corn Roast @ Palmerston Arena 5:00 pm – 7:00 pm Corn Eating Contest @ 6:30 pm	
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Find us on
  @mintofarmersmarket
www.mintofarmersmarket.ca



Name: _____

Phone: _____

Email: _____



Visit the Minto Farmers' Market
10 times for your chance
to win 2 Norgan Theatre
Combo Packs!

Deadline to enter is Aug. 26/17

Taylor Keunen
519-338-2511 ext. 242
taylor@town.minto.on.ca
www.mintofarmersmarket.ca

Find us on  
@mintofarmersmarket

1

2

3

4

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Name: _____

Phone: _____

Email: _____

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VENDOR MEETING
 April 6, 2018
 7:00pm
 CNRA Clubhouse
Schedule "B"

June 2	Grand Opening
June 9	
June 16	*Splash Bash* & Basketball Court Event
June 23	Strawberry Social 91Run / Handcar Races / Party in the Park
June 30	Canada Day Theme
July 7	
July 14	
July 21	Family Day at the Market/Breakfast *Carry-On Women's Institute*
July 28	Library Event
August 4	*Long Weekend*
August 11	
August 18	
August 25	Season Ending Celebration Corn Roast/Eating Contest *Palmerston Arena*



**Economic Development and Planning Committee Minutes
Thursday, April 19, 2018 3:00 p.m.
Council Chambers**

Attendance: Jonathan Zettler, Ron Elliott, Jean Anderson, Jamie Doherty, Glen Hall, Mary Lou Colwell, Kirk Brownell, Carol Simpson, Nicole Burres (on behalf of Kelly Shaeffer)

Staff Present: CAO Bill White, Treasurer Gordon Duff, Economic Development Manager Belinda Wick-Graham, Economic Development Assistant Taylor Keunen and Business Coordinator Somer Antonopoulos.

Regrets: Kelly Schaeffer, Alison Armstrong Gerry Horst, Hope Reidt

1. Call to Order by Jonathan Zettler at 3:02 pm

2. Minutes of Previous Meeting

a. Minutes of March 22, 2018

MOTION:

Moved By: Ron Elliott; Seconded By: Mary Lou Colwell

THAT the Economic Development Planning Committee Minutes of March 22, 2018 be approved.

Carried

3. Committee Minutes for Approval

a. Palmerston Downtown Revitalization Minutes of April 4, 2018

MOTION:

Moved By: Glen Hall; Seconded By: Jean Anderson

THAT the Palmerston Downtown Revitalization Committee Minutes of April 4, 2018 be approved.

Carried

b. Harriston Downtown Revitalization Minutes of April 9, 2018

MOTION:

Moved By: Glen Hall; Seconded By: Jean Anderson

THAT the Harriston Downtown Revitalization Committee Minutes of April 9, 2018 be approved.

4. Roundtable Discussion

a. Employer One Survey Results

Carol reviewed the Employer One Survey results for the Town of Minto with the Committee. She highlighted that 31 employers completed the survey with 768 employees represented which was a great representation for the size of the community. Carol informed the Committee that with funding from the ministry, the Workforce Planning Board partnered with the Town of Minto to presented Show Me the Workers event for employers. She also highlighted that the Western Warden's Caucus' Workforce Conference would be taking place in the Spring of 2018.

Wick-Graham noted that the Townfolio information paid for by the County of Wellington was now implemented on the new Town of Minto website to be launched within the year.

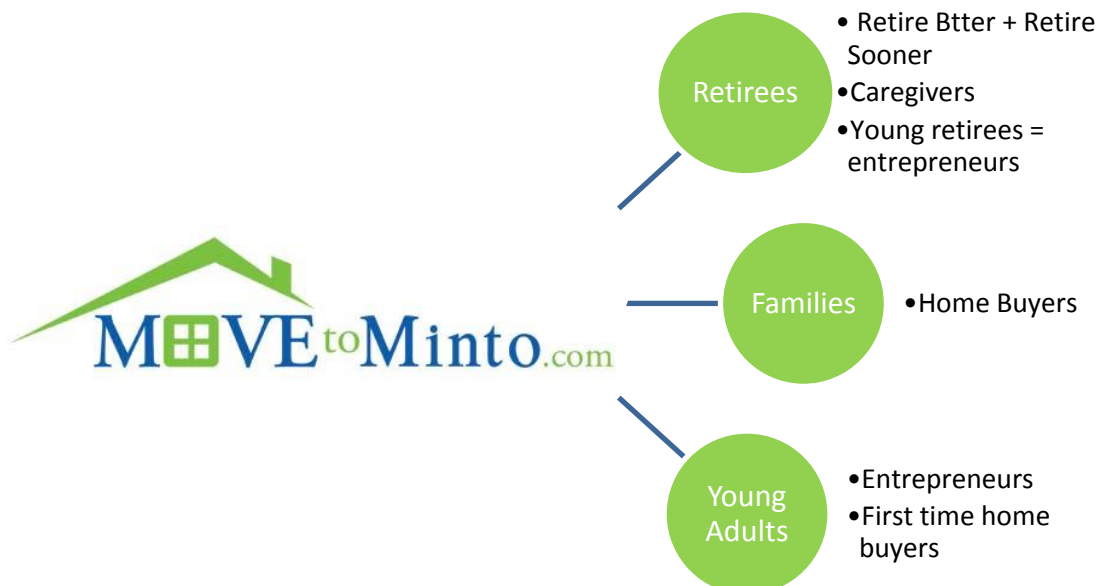
b. Marketing Follow Up

Wick-Graham updated the Committee on the progress of the Move to Minto campaign with the following information:

Move to Minto: Creative Meeting Notes March 27, 2018

Glen Hall, Heather Watterworth, Belinda Wick-Graham & Taylor Keunen

WHO:



Alumni:

- Tree Planting – Growth & Roots
 - Tree saplings with little messages as gifts to graduating students
 - Luncheon in May
 - May speak to graduating class
 - Northern Wellington Youth Connections Event

Lifestyle Trends:

- Local organic food
 - Minto Farmers' Market
 - Reroot Organic, Flowers to Fragrance, etc.
- Wellness
- Park Space
 - Yoga
- Youth Friendly Community – Gold Designation
 - Various youth activities
 - Youth Action Council
 - Young Professional Network
- Museums/Galleries
- Fibre
- Affordable
- Entrepreneur Friendly
 - LaunchIt programs/services

Comparables:

- Compare positive things in large centres with what we have [here](#)
- Good things here that other places don't have

Post Arrival:

1. Welcome Dinner
 - Spring/Fall
 - Create Save the Dates
 - Realtors to pass out invitations
 - Annual Event
2. Welcome Bags to realtors to distribute

Action Items:

1. Graduation Luncheon at Norwell (2018 - Annual)
2. Home & Garden Show (2019)
 - Attend with a booth

- Video showcasing local stories & highlights
 - Post card or something to direct people to our website to capture information and sign up to come for a visit
3. Prepare Teasers/Gift Bags to distribute (2018)
 - Custom stamp made by Wesley Bates to put on bags
 - Include “Made in Minto” products
 4. Realtor Breakfast (2018)
 - Informal Survey
 5. Billboard (2019)
 6. LinkedIn Group / Facebook & Instagram Ads (2018)
 7. Build Database for alumni (2018)

Wick-Graham highlighted that a graduation luncheon with Grade 12 students at Norwell would be taking place at the end of May with joint partnership with the Township of Mapleton and that a meeting at the school for further planning taking place on Monday April 23, 2018. She shared that the theme would revolve around “remembering your roots” with a memorial tree planting to take place and saplings gifted to students through the Green Legacy program. Jean shared that a clinic in Harriston would be key for residents to have access to lab draws, physiotherapy and a chiropractor as some cannot travel to Palmerston. Wick-Graham shared that she would bring this to Alison Armstrong’s attention.

c. General Roundtable

Somer announced that the Minto Chamber of Commerce Community Achievement Awards would be taking place on Thursday April 26, 2018 at the Harriston legion and that there was a record of 33 nominations this year. She shared that the Minto youth Action Council was sponsoring a new Outstanding Young Citizen award presented to two winners between the ages of 13-19. Somer informed that Committee that the Harriston Horticultural Society participated in a Think Minto First fundraiser and sold \$8,000 in certificates. She also shared that the next Mayor’s Breakfast would be taking place on Friday April 13 at Harry Stones at 7:30 am and that the breakfast in Palmerston would be at the Rural Spoon on Friday April 27, 2018. Somer announced that the Chamber was approved for a summer student job and that they would be hiring within the next month. She also shared that there would be five panelist at the upcoming Show Me the Workers event in Harriston with 20 people registered at that time. Somer also shared that the LaunchIt store front unit went through a renovation due to issues with the ceilings and that repairs were being made.

Gord shared that paperwork was complete for the OMAFRA Main Street funds being allocated to the Clifford Big Dig project. He also shared that a \$12 Million dollar Digital Mainstreet project would be rolling out the rural Ontario in June.

Ron informed the Committee that there would be a meeting at the Norgan Theatre on Monday April 30, 2018 at 8:00 pm for a presentation on digital signage.

Jamie announced that the Hawk's Nest event will be taking place on June 13, 2018 at the Knights of Columbus Centre between Mildmay and Walkerton with seven finalists. He shared that Joel Koops was a Hawk advisor and that they were looking for more sponsors. Wick-Graham suggested that the Committee make a motion to increase their sponsorship by \$500 to \$1,500.

RECOMMENDATION:

Moved By: Jean Anderson; Seconded by: Jamie Doherty

THAT the Economic Development Planning Committee approve an increase in sponsorship of \$500 to a total of \$1,500 towards the Hawk's Nest.

Carried

George announced that the Federation of Canadian Municipalities was working to help small communities with water system upgrades.

Jean shared the Garden Festival was up to 23 vendors to take place on Saturday June 2, 2018. She also shared that they would be working with students at Norwell to create garden planters and sell within the community.

Taylor shared that the Town of Minto was officially presented with their Gold Youth Friendly Community designation on Thursday April 12 at the Blue Mountain Conference centre with Mayor Bridge, several staff and 6 youth in attendance. She also shared that a Young Professionals Network for Northern Wellington funded by the Minto and Mapleton Chambers of Commerce would be launching in October 2018.

Bill shared that the Public Meeting for the Clifford Construction Project had great attendance and that construction would be starting after the May long-weekend. He shared that the website was up and running and that plans for social media presence were underway and would be key for the project along with the great workers from Moorefield Excavating. Bill also announced that the Recreation Department was successful will launching an After-School Program at Palmerston Public School starting in the Fall of 2018.

Wick-Graham shared that there were 6 finalists for the Pitch It competition and that they would be presenting their business plans on May 11 and making their pitches on May 28, 2018. She also noted that there was up to \$15,000 in prizes this year. Wick-Graham also announced that Shawn McDonald would be moving to Harriston to open a chiropractor business in the Fall.

5. Reports

a. Facade Grant - Sumeet Gill - 215 Norman St. Palmerston

Wick-Graham shared Sumeet Gill's façade grant letter, highlighting plans for awnings over windows and finishing the façade. She shared that he qualified for the maximum \$6,000 grant.

RECOMMENDATION:

Moved By: George Bridge; Seconded by: Ron Elliott

THAT the Façade Grant for Sumeet Gill at 215 Norman St. Palmerston for \$6,000 be paid in full.

Carried

b. Structural Grant - Shawn Wells - 107 William St. Palmerston

Wick-Graham shared Shawn Wells' structural grant letter, highlighting plans for complete renovations to the building that he would be contracting and working on himself. She noted that he surpassed the usual checklist required and that he would be eligible for the full \$40,000. Wick-Graham highlighted that there would be two Structural grant intakes per year with the second intake available in August, 2018.

RECOMMENDATION:

Moved By: Jean Anderson; Seconded by: Glen Hall

THAT the Structural Grant for Shawn Wells at 107 William St. Palmerston for \$40,000 be paid in full.

Carried

6. Adjournment by Mayor Bridge at 4:41 pm



**Cultural Roundtable Committee Minutes
Monday, April 23, 2018 6:00 p.m.
LaunchIt Minto**

Attendance: Councillor Jean Anderson, Peggy Raftis, Gordon Duff, John Cox, Megan Raftis, Brooke McLean, Andrew Gowan, Caitlin Hall and Raissa Rogers.

Staff Present: Economic Development Manager Belinda Wick-Graham and Economic Development Assistant Taylor Keunen.

Regrets: May Lou Colwell

1. Call to Order by Peggy Raftis at 6:05 p.m.

Peggy welcomed everyone in attendance and noted that the Volunteer Appreciation dinner was a great success with approximately 250 people in attendance and a great presentation by Jason Cranny.

2. Minutes of Previous Meeting

- a. Minutes of March 26, 2018

MOTION

Moved By: Megan Raftis **Seconded By:** Jean Anderson

THAT The Cultural Roundtable approve the minutes of the March 26, 2018 meeting.

CARRIED

3. Committee Minutes for Approval

Keunen noted that the Minto Youth Action Council did not meet in the month of April and that the Railway Museum minutes took place earlier that day and the minutes would be reviewed at the next meeting.

4. Roundtable Discussion

- a. Culture Days - September 28 - 30, 2018

The Committee discussed the following potential ideas for Culture Days:

“Culture Crawl”

- Passport with prizes to win (Theatre tickets, local baked goods, etc.)
- Use Eventbrite to register for events or call/email Town Office

Friday

- National Film Board Film at the Crown
- Butter Tart Contest

Saturday

- Dinkelmann Grappling Arts – Free demonstrations in Heritage Park
- Palmerston Railway Heritage Museum open (during the day)
- Farmers’ Market (in the morning)
 - Face painting
- Grey-Wellington Theatre Guild performance (evening)
- Kids Culture Craft in Tannery Park (Rain: Library basement)
 - Build a scarecrow, paint a pumpkin or masks (masquerade parade)

Sunday

- Square Dancing at the Community Centre
 - Outdoor Jam Session around the fire at Jean’s
 - Michael Park, Wesley Bates, Juanita Wilkins, Peter Harriston, Dan Bieman, Patrick Main, Dave McGee
 - Apple Picking (at Jean’s)
 - Pork, Beans & Butter Tarts
 - Astronomy Event at Jean’s (evening)
- b. Cool Cones Launch Update

Wick-Graham reminded the Committee that the unveiling of the cones would take place on Saturday June 2, 2018 at 10:00 a.m. at the Wellington County Library – Harriston Branch. She shared that the artists would have a chance to speak and brochures would be handed out for people to tour the downtown and view the cones. Brooke confirmed that an ice cream making workshop taking place at the library. Caitlin noted that she would contact Mapleton’s Organic and purchase three 11.4 litre tubs of ice cream (1 chocolate, 1 vanilla, 1 Maple Sugar) for the booth at the Garden Festival that day. She also confirmed that she would be able to transport the cart to the Garden Festival but would need electricity at the Garden Festival. Wick-Graham shared that the Canada Packers Committee had gathered volunteers to cover the booth from 9:00 a.m. until 12:00 p.m. The Committee decided to close the booth at 12:00 p.m. instead of 2:00 p.m. and that they would purchase baby cones instead of using cups and spoons to limit waste. Wick-Graham shared that the

brochure would work for the people's choice contest by ripping off a section to be filled out and dropped off to place a vote, as well as voting on social media. She reminded the Committee that the contest would be to take a photo with their favourite cones and to use #coolcones on the posts.

5. Reports

Keunen shared that the Volunteer Dinner was a success with Jason Cranny and that he enjoyed coming to Minto. She also shared that the Minto Youth Action Council's meeting with the Trails Committee went well and that they would be working together to come up with a Scavenger Hunt for the trails opening on Saturday June 2, 2018.

Gord shared that he participated in a SPARC youth engagement webinar and that its focus was about youth engagement which was very fitting to what Jason Cranny spoke about.

Megan informed the Committee that youth theatre auditions would be starting on May 1, 2018 and that the final weekend showing of Terms of Endearment.

Brooke shared that the Harriston library branch has been busy this Spring and hired a new staff person, Tim Greenwood. She informed the Committee that the next Carnegie Café would be featuring embroidery.

Jean highlighted that the Horticultural Society would be working with local youth through the CELP program and TLC coordinator Paul Judge to revitalize local parks.

John reminded the Committee that the Chamber Awards would be taking place on Thursday April 26, 2018 at the Harriston Legion starting at 6:00 pm. He also shared that the final Mayor's Breakfast would be taking place in Palmerston on Friday April 27, 2018 at the Rural Spoon at 8:00 am and to RSVP to Somer.

Mayor Bridge shared that he was very happy to have seen the youth at the Volunteer Dinner and that he would be working with the youth in the future regarding mental health in Minto. He also shared that he, along with Keunen and Wick-Graham, would be working with Norwell and the Township of Mapleton to host a Graduation Luncheon and tree planting to send off the graduating students and remind them that their roots are in Minto. Mayor Bridge also informed the Committee that he and Keunen would be presenting at Minto Clifford and Palmerston Public Schools in May to encourage younger youth to get involved with the Minto Youth Action Council.

Peggy shared that Jamie Warren would be performing at the Grey-Wellington theatre Guild on May 25, 2018. She highlighted that the radio show at the River was well received and that they would be doing a second show in the future and that they would be presenting the show during Culture Days as well. Peggy also shared that the Fall production would be *Miracle on 34th Street* starting on November 16, 2018 with ten shows.

6. Adjournment at 7:35 p.m. moved by Jean Anderson



**Railway Heritage Museum Committee
Monday, April 23, 2018 1:00 p.m.
Palmerston Ag. Society Boardroom**

Committee Members Present: Mayor George Bridge, Councillor Judy Dirksen, Delanie Toner, Bob McEachern, Chad Martin, Susan Welsh, Wayne Martin

Staff Present:

Belinda Wick-Graham, Taylor Keunen

County of Wellington Staff Present:

Hailey Johnston, Sandu Sindile

1. **Call to Order at 12:58 pm by Mayor Bridge**
2. **Minutes of Previous Meeting**
 - a. Minutes of March 19, 2018

MOTION

Moved by: Chad Martin and Seconded by: Bob McEachern

THAT the minutes of the March 19, 2018 Railway Heritage Museum Meeting be approved.

Carried

3. **Committee Minutes for Approval**
4. **Roundtable Discussion**
 - a. Update on Students

Wick-Graham announced that the town was successful with the grant for another museum student for 12 weeks from the end of May to the middle of August. She shared that two students applied for the position and that interviews would be held within the week. Wick-Graham reported that Felix Weber will start work on Thursday May 5, 2018 and that they

would be ordering the newest version of Past Perfect. Chad shared that he spoke with Karen about working with the students and hosting training at the Wellington County Museum in May. Wick-Graham noted that there was now a laptop and printer upstairs that are backed up by the Town of Minto server.

b. Budget/Project Update

Al shared that the budget was essentially the same as reported at the previous meeting. He noted the following projects: Old 81 to be painted and stairs and a platform built by the At Risk Youth class for the cook car and caboose. He also noted that the windows in the baggage shed would need to be replaced, along with the flooring and some other projects leading into the fall.

c. Volunteers

Wick-Graham noted that the Handcar Races would be taking place on Saturday June 23, 2018 and that the Committee would be meeting again soon. She shared that the bar staff would be covered and that the Minto 91Run would be taking place in the Lions' Heritage Park in the morning. She informed the Committee that volunteers would be needed to help for the races, marshalling and cover the registration booth. Wick-Graham noted that 5 volunteers would be needed in addition to the 3 students from 12:00 pm – 5:00 pm that day. She also informed the Committee that Felix would be away the week of July 1-7 and that the additional student would be able to help with this. George pointed out that when the students were done for the summer, it would be nice to extend the hours into the fall by being open on weekends.

d. Handcar Races Update

Wick-Graham shared that there was \$1600 confirmed in sponsorships for the event. She said that the plan was to have posters and brochures ready by the first week of May to promote. Wick-Graham highlighted that youth would be free this year with other teams paying \$100 - \$150. She shared that the optimist were interested in doing the breakfast.

5. Reports

a. Exhibition Committee

Chad noted that the Committee met prior to the current meeting to view the storage upstairs and will look into deciphering what would be transferred and what would be stored in the archives. He noted that Norwell would get the first look at the collection and suggested connecting with Norwell to make it an extracurricular activity within the History Department. Hailey stated that the student from the County of Wellington Museum could assist with training the new students prior to May 9, 2018.

6. Adjournment at 1:37 pm by Mayor Bridge



TOWN OF MINTO

DATE: May 3rd, 2018
REPORT TO: Mayor and Council
FROM: Matthew Lubbers, Recreation Services Manager
SUBJECT: Revised and New Recreation Rates

STRATEGIC PLAN:

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

BACKGROUND:

Three revised and new recreation rates were discussed at the Parks and Recreation Advisory Committee meeting on March 22nd. They were all endorsed by the committee at that time.

COMMENTS:

Allowing advertising or placing a wrap on our ice resurfacers at the arenas would create a new revenue stream. Based on the current market and length of the ice season, an annual fee of \$1,000 plus HST was suggested. All initial costs including creation and install of the ad would be the responsibility of the advertiser.

The second new rate pertains to outdoor fitness classes run by 3rd parties where pre-registration is required. Our parks are a nice setting on nice days and the use of the pavilion (if there is inclement weather) would be included in this rate of \$15 per hour plus HST.

Adjustments to streamline day camp rates with the removal of additional fees for extended care in the morning and afternoon were discussed. The simplified program rate structure will make it easier for parents as well as staff when it comes to data entry and providing quotes.

The new structure would be:

- Daily rate of \$32 and a weekly day camp rate of \$140
- Weekly rate of \$125 per child for two or more children from the same family

FINANCIAL CONSIDERATIONS:

The advertising and rental rate provide the Town with the opportunity to create new revenue streams. The revised day camp rate structure would not cause a significant increase or decrease in program revenue.

RECOMMENDATION:

THAT Council receives the Recreation Services Manager's May 3rd, 2018 report regarding Revised and New Recreation Rates, and that Council considers modifying Schedule D of By-law 2018-10 in regular session.

Matthew Lubbers, Recreation Services Manager

The proposed servicing agreement provides for a Town contractor to perform the work of cutting into the road and providing the requested connections. The County has agreed to the project proceeding in this fashion.

The Owner Galaxy Construction Group Ltd. has signed the servicing agreement agreeing to the following terms:

1. Owner responsible for severance or other planning applications and approvals that are needed for the development to proceed.
2. Owner has approved the engineering drawing prepared for the three new water and three new connections.
3. Agrees to provide \$10,000 deposit so that the Town can proceed to tender the work estimated at up to \$76,250.
4. Once tendered price is obtained the Owner decides whether project proceeds by providing security to cover the tendered price for the work.
5. Frontage fees would be payable by the Owner at such time as any future severance is obtained under normal Town policy.
6. Owner to provide all easements that might be needed for the work.

COMMENT

It is suggested the Town arrange to complete this work using a servicing agreement because of the recent roadwork done in this location and the need to maintain high construction standards on this County Road. Staff and Triton Engineering are working on forms and standard agreements that make it clear the Town's requirements for connecting to municipal services, particularly where pre-servicing occurs such as the Clifford Elora Street project north of James Street. A report will be provided May 22 for Council to consider proposed forms and standards in these cases. The intent is to improve the process to make it clearer to developers and contractors how access to municipal services is to be obtained.

FINANCIAL CONSIDERATIONS

Galaxy will pay the cost of the servicing work. If the tendered amount is too high and Galaxy chooses not to proceed the Town can deduct its expenses from the \$10,000 deposit already received.

RECOMMENDATION

That Council receives the report Galaxy Construction Group Ltd. Site Servicing Agreement, Elora Street, Harriston and considers a bylaw in open session authorizing the Mayor and C.A.O. Clerk to sign the requested servicing agreement.

Bill White, C.A.O. Clerk



Town of Minto

DATE: May 1, 2018
TO: Mayor Bridge and Members of Council
FROM: Bill White C.A.O. Clerk
RE: Execution of Site Plan Agreement, Quality Developments Inc.

STRATEGIC PLAN

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

BACKGROUND

Council considered a March 6 report from staff describing land conveyances needed to permit development of Quality Home's proposed 23 unit townhouse project on the former Harriston Senior School site. On March 20 after giving notice Council passed a bylaw authorizing the Mayor and C.A.O. Clerk to sign documents required to close conveyances between the Town, Quality Homes and Metzger Construction which were completed April 19, 2018. Quality Homes' legal entity responsible for the project is Quality Developments Inc.

December 19, 2017 Council issued conditional site plan approval for the proposed 23 unit development passing the following resolution:

MOTION: COW 2017-305

THAT Council receives the C.A.O. Clerk's report dated December 13, 2017 and approves the Proposed Servicing and Grading prepared by Triton Engineering project A6834 last revised October 2017 as presented by Quality Homes subject to execution of a site plan agreement with the Town requiring, among other matters, the following:

- 1. Completion of the project within three years and retention of existing \$20,000 security through to completion, and execution of a condominium agreement if applicable.**
- 2. Final tree planting and landscaping details including details on the "hammerhead turnaround" and "P" gate or other method to restrict access to the turnaround to the satisfaction of the Fire Chief and Town staff.**
- 3. Servicing, grading and drainage, street paving and curbing details being provided to the satisfaction of the Town prior to execution of the site plan agreement including but not limited paving and rolled curbs for the interior private road with no parking on either side, energy efficient lighting that prevents glare on adjoining lands, prohibiting parking on the private roadway, and access to the fire hydrant on the lands for occasional Town servicing and emergency purposes.**
- 4. That Quality Homes be advised that subject to the Town's Disposition of Lands Bylaw a purchase price of \$6,000 be accepted for no more than 0.29 acres of the park and pond with the purchaser providing the necessary survey, and that funds received be retained for future use on this park and pond.**

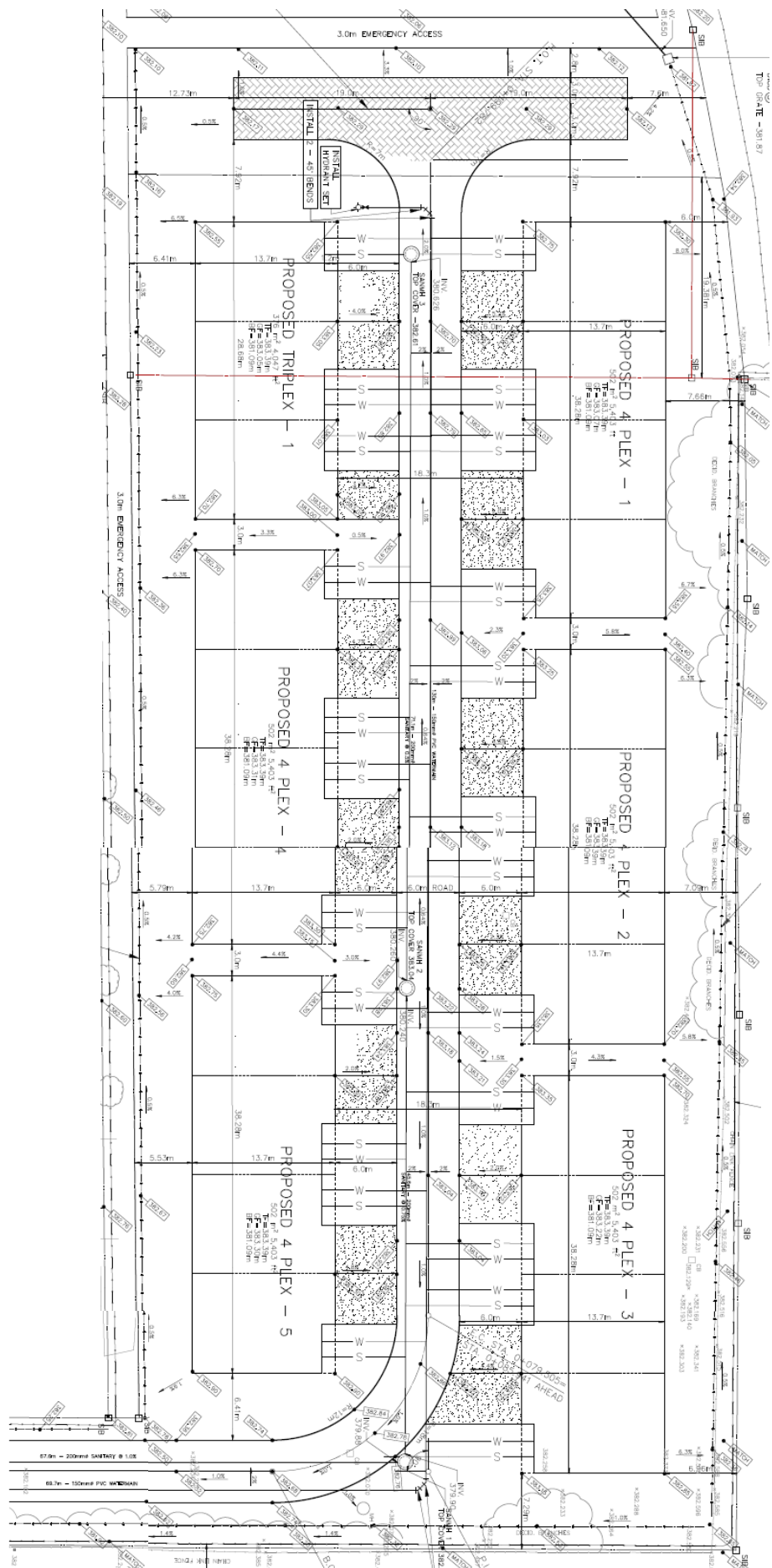
5. That Council accepts that Section 3.14 of the development charges bylaw apply such that the development charge applicable to the square footage of the former senior school be deducted from the charge applicable to the proposed townhouse units.
6. That any applicable approvals from the Maitland Valley Conservation Authority be obtained including the emergency access outlined in the plan.
7. That the site plan agreement provide for the requirements outlined in the staff report, and confirmation that all terms of the minutes of settlement, applicable zoning and all other requirements and standards are met including approval of stormwater works by the Ministry of the Environment.

The updated site plan is on the following page. The attached site plan agreement contains the following sections addressing Council's seven conditions:

Requirement	Section of Agreement
1. a) 3 yr. completion, \$20,000 security, condo agt.	Schedule "C" Sec. 1,2, 19
2. b) tree planting, landscaping, hammerhead	Schedule "C" Sec. 4, 8, 9, 10
3. c) servicing, grading, drainage, parking	Schedule "B", "C" Sec. various
4. d) land transfers less than 0.29 acres	Schedule "A"
5. e) development charges	Schedule "C" Sec. 20
6. f) Maitland Valley approvals	Part B 10., Schedule "C" Sec. 4, 19
7. g) minutes of settlement, zoning, MOE approval	Schedule "C" Sec. 13 (c), 17, 19

The following provides details on the above seven conditions in Council's site plan approval:

- 1) - A three year completion date fits in with the developer's proposed phasing of the project
 - \$20,000 security held by Town until project completion includes refundable cash from site plan application, security from the pre-servicing agreement and monthly payments
 - Part B 14 (a) the Town can enforce the site plan agreement including charging cost of work not completed against the property.
 - Quality Developments Inc. is applying to Wellington County for condominium approval and will sign a condominium agreement with the Town before condo ownership is granted.
- 2) - Detailed landscaping plan including tree planting to come at a later date possible improvements for adjacent Town owned park and pond.
 - Hammerhead turnaround on adjacent Town owned park and pond cannot be used except for emergency vehicle turnaround with gate to satisfaction of Fire Chief
- 3) - parking prohibited on internal private street, and services installed at a proper standard
 - site drainage installed as per approved plan with "good housekeeping" re: soil and erosion
- 4) - Schedule "A" Parts 2 and 4 Plan 61R-21306 is 0.278 acres (less than 0.29 acres)
- 5) - Schedule "C" Sec. 20 requires payment of development charges less the credit previously approved by Council for removal of the school building
- 6) - various sections require Maitland Valley Conservation Authority approvals
 - Owner and Chief Building Official have met with the Authority and agreed upon standard engineered design for basement installation
- 7) - Agreement requires compliance with minutes of settlement, zoning and Ministry of Environment approval for which the Town's application is being submitted

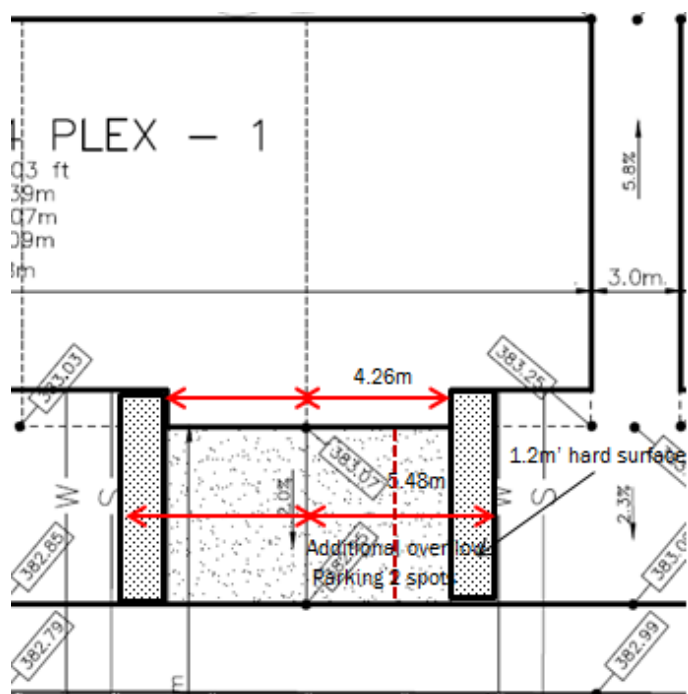


COMMENTS

A letter from Rolf and Kerri Schuttel received by Council at the December 19, 2017 meeting raised concerns about one storey units, on-site parking, side yards, common amenity space and garbage storage.

Building elevations prepared by an architect to meet zoning show one storey units for six building blocks (five 4 unit buildings and one 3 unit building). Each individual building has end units that are bungalows without loft space and centre units called “bungalofts” where there are bedrooms and bathrooms in the loft inside the roof line. Each building has less than 40% of the floor space within the loft as required in the definition of one storey in the zoning by-law. The roof line is well below required building height and the building elevations have the look of a pitched roof with dormers.

The adjacent sketch illustrates parking options for a unit. Each unit will have one parking space in the garage and a 6.0 metre deep driveway which is sufficient to park a second vehicle in front of the garage. The zoning bylaw does not prohibit required parking being provided in tandem. Also with 4.26 metre wide garages and driveways some condo owners will have the option of adding hard surface to their driveway to create a second parking space in front of the garage. The Town is satisfied required parking provisions in the zoning bylaw are met in the proposed site plan.



Staff has assessed the building location relative to the final lot boundaries now that land transfers are completed. The proposed building location complies with applicable building setback requirements.

The Schuttel letter references Section 13.3 of the Zoning Bylaw regarding common amenity area. Section 13.3 is a site and building regulation in the Residential 3- Zone which would call for 152.8 square metres of common amenity space for a 23 unit building. However, this project is in an R2-26 zone so that the requirement for common amenity space does not apply. Only rules in Section 13.2.2 (as adjusted in the minutes of settlement) apply, and that section does not include a requirement for common amenity space. Even so there is well over 152.8 square metres of common amenity space possible on this site. The development has ample outdoor living opportunities for future residents and more than one acre of open space on the adjacent Town lands.

Regarding garbage storage the site plan agreement sets out how the owner will provide for this service to residents. The solution will have to meet Wellington County requirements. The Town and developer have looked at the “Molok” system which is being provided on the County Housing project in Palmerston. There is space on-site for this kind of internal below ground system. The owner may also arrange private collection on the interior street.

It is the Town’s position the site plan submitted complies with the Town’s zoning bylaw and the minutes of settlement. The site plan agreement secures these requirements and will bind current and future owners including the condominium corporation. The proposed site plan and building elevations demonstrate and attractive and functional project which given Quality Home’s reputation will be an asset to the community. Including basements in the design raises certain site grades and will look different than the original slab on grade proposal of the previous developers.

Quality’s updated site plan demonstrates compliance with the zoning bylaw and minutes of settlement as required by the December 19, 2017 conditional site plan approval. The minutes of settlement are “other applicable law” under the Building Code Act. The Chief Building Official cannot issue a building permit until requirements of the Code and “other applicable law” is met. The Chief Building Official is bound by legislation to ensure compliance making the final decision to issue a building permit, lawfully, as an officer under the Building Code.

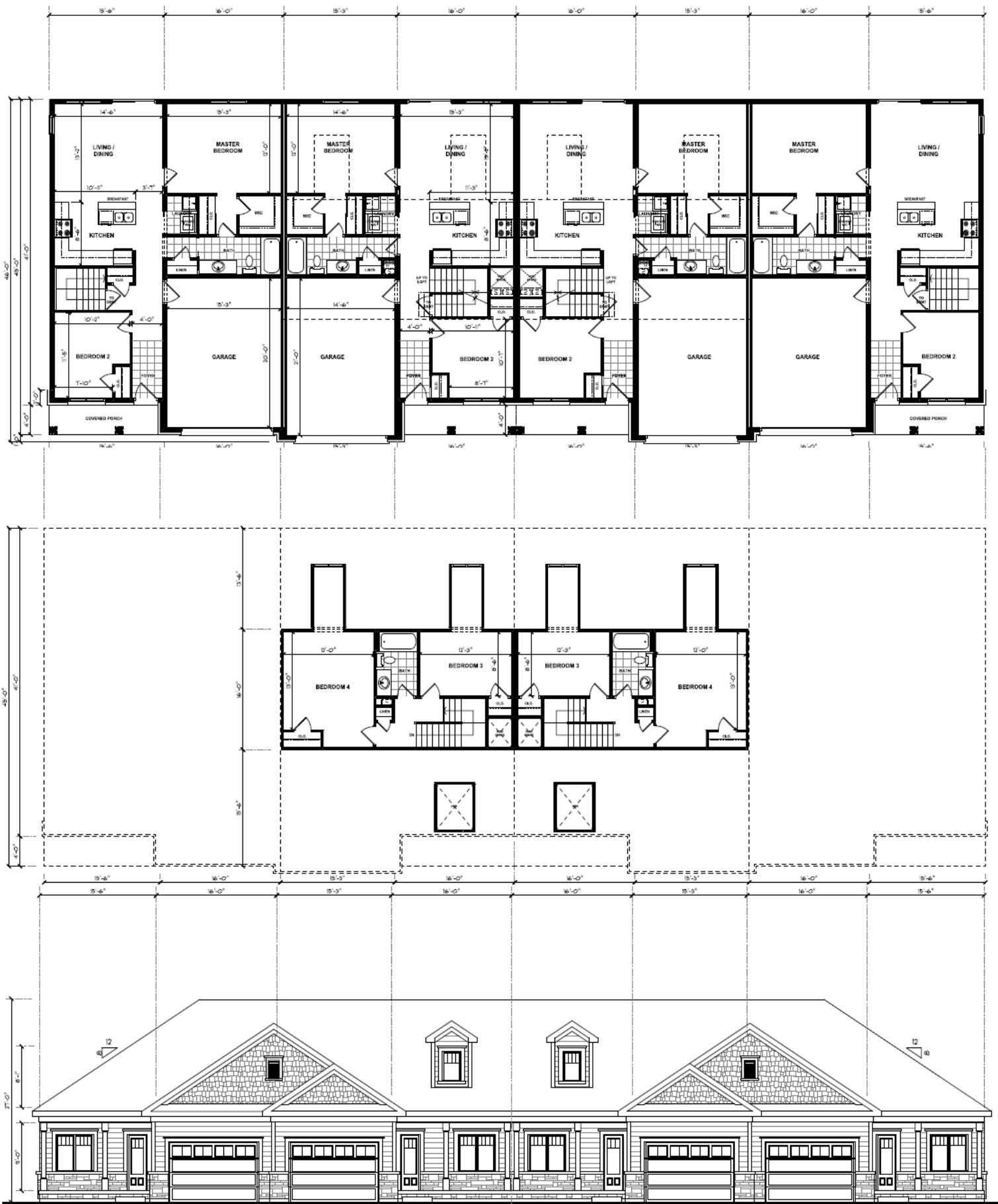
FINANCIAL CONSIDERTIONS:

The Town has access to \$20,000 in security to ensure Quality Developments complies with the site plan agreement. If there are deficiencies during the project the Town can enter upon the land, fix the issue and charge the cost of the work against the land.

RECOMMENDATION

That Council receives the C.A.O Clerk’s May 1 2018 report Execution of Site Plan Agreement, Quality Developments Inc. and considers a by-law authorizing the Mayor and C.A.O. Clerk to sign the site plan agreement in regular session.

Bill White MCIP RPP
C.A.O. Clerk



FRONT ELEVATION

THIS AGREEMENT MADE IN TRIPLICATE THIS 4th DAY OF MAY, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

QUALITY DEVELOPMENTS INC.

hereinafter called the "Owner" of the Second Part.

SITE PLAN AGREEMENT

- WHEREAS the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development described by Schedule "B";*
- AND WHEREAS the parties hereto agree that the lands affected by this Agreement are as set out in Schedule "A" attached hereto;*
- AND WHEREAS the Town has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of The Planning Act, 1990;*
- AND WHEREAS the Owner applied to the Town for Site plan approval in respect to its development of the lands described in Schedule "A";*
- AND WHEREAS the Town approved the Plans and Drawings submitted with an application for site plan approval subject to certain conditions on the 19th Day of December, 2017.*
- AND WHEREAS the Town provided approval of the Owner's Application subject to the Owner entering into an Agreement as permitted by subsection 41(7) of the Planning Act, R.S.O.1990 c.P.13;*
- AND WHEREAS the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successors in title;*

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of plans by the Town for the development of the subject lands and the sum of ONE (\$1.00) DOLLAR, the receipt of which hereby admitted, the Owner hereby agrees with the Town as follows:

PART A - GENERAL PROVISIONS

1. The parties to this Agreement hereby agree that:
- i) the Owner as herein stated is the registered owner of the lands described in Schedule "A" to this Agreement; and
 - ii) the lands affected by this Agreement are as described in Schedule "A" to this Agreement, hereinafter called the "subject lands"; and
 - iii) this Agreement shall apply to and be binding upon all successors in title to the Owner.

2. The Owner for himself/herself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this Agreement.
3. The Owner consents to the Town at its sole expense and discretion to register this Agreement in the Registry Office for the County of Wellington against the "subject lands".
4. The Owner will at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".
5. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court, or before any Administrative Tribunal, the Parties' right to enter and enforce this Agreement. The Law of Contract applies to this Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision in section 41 of the Planning Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each Party to the other and they are not severable. This provision may be pleaded by either Party in any action or proceeding as an estoppel of any denial of such right.
6. The Town's C.A.O. Clerk or designate at his/her sole discretion may agree to minor variations to provisions of this Agreement, and such minor variations shall not constitute an amendment to this Agreement.
7. The clauses of this Agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
8. Nothing in this Agreement shall relieve the Owner from complying with all applicable municipal by-laws and requirements, including the requirement for building permits.
 - (i) Building Permits: The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the subject lands.
 - (ii) Occupancy: The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until sufficient required works under this agreement have been completed in accordance with the requirements of the Ontario Building Code, the Zoning By-law and any other municipal By-laws, including testing and approval of the internal water distribution and sanitary sewer collection to ensure operation in accordance with conditions established by the Town.
 - (iii) In the event that a building or part thereof is occupied otherwise and in accordance with the provisions of clause 8(ii), the Owner covenants and agrees that the Town shall be entitled to obtain an Order from a Court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the

Owner shall be estopped from opposing such Application on the part of the Town.

9. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this Agreement.

PART B - SITE DEVELOPMENT AND MAINTENANCE PROVISIONS

10. The Owner agrees to undertake development of the "subject lands", at his/her sole expense, in conformity with the site plan described in Schedule "B" attached hereto, which shall hereinafter be referred to as the "approved site plan".

The Owner covenants and agrees that no work shall be undertaken or performed on the subject lands except in accordance with the terms of this Agreement (including the Schedules attached hereto), the approved Site Plan, and all other plans and specifications submitted to and accepted by the Town, and by such other agencies or approval authorities as may be applicable including, without limiting the generality of the foregoing, the County of Wellington and the applicable Conservation Authority.

11. The Owner agrees to provide, install or otherwise abide by, at his/her sole expense, the "site development requirements" as detailed in Schedule "C" attached hereto.

12. (a) Upon completion of the development of the "subject lands" in conformity with the provisions of this Agreement, the Town shall issue a "Certificate of Compliance".

- (b) "Certificate of Compliance" shall mean a statement of the Town as to the substantial completion of the works, matters and facilities required by this Agreement and shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the "subject lands".

13. (a) Unless otherwise agreed to by the Town, prior to obtaining a building permit or proceeding with any work in support of the approved development, the Owner agrees to provide a security (hereinafter called the "security") to the Town in the amount as detailed in Schedule "C" attached hereto by way of cash or a letter of credit in a form acceptable to the Town (see Schedule "E" to this Agreement for sample letter of credit) which shall have an initial expiry date no sooner than the date as detailed in Schedule "C" hereof, to ensure the provision of all matters and facilities required pursuant to this Agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a "certificate of compliance", unless the Town exercises its rights under clauses 14 or 15 of Part "B" of this Agreement, in which case the "security" shall be drawn upon by the Town to the extent necessary to secure conformity with this agreement.

- (b) In accordance with the standard policies of the Town, the Owner agrees to pay the cost of those works described in Schedule "D" attached hereto, which are works to be done by the Town, or its contractors.

14. (a) Where the Owner is required by this Agreement to do work and where such work is not done within the prescribed time period, or where the facilities and matters required by this Agreement are not so provided, maintained or used by the Owner in accordance with this Agreement, or where the Owner does not otherwise abide by the requirements of this

Agreement including clause 8(ii), the "security" may be drawn on by the Town to the extent necessary to ensure compliance with this agreement, and a "certificate of compliance" shall not be issued until such matters have been brought into conformity with this Agreement.

- (b) The Owner agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities required by this Agreement, or otherwise abide by the requirements of this Agreement, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this Agreement as the Town deems necessary at its sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands", and may be recovered by Court Action and with the same priority as municipal taxes.
 - (c) The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this Agreement.
- 15. The Owner agrees that the "security" may be used to rebuild or repair any public facilities damaged or altered during development of the "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town's Public Works Director and the Owner shall pay all costs of such reconstruction or repair.
- 16. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a "certificate of compliance" will not be issued until such work necessary to complete the development is done, and that until a "certificate of compliance" has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
- 17. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
- 18. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of the approved site plan described by Schedule "B" and with Schedule "C" (site development requirements), and all other requirements pursuant to this Agreement, and all repair or maintenance shall conform with the requirements of this Agreement as it applied to the original development.
- 19. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town unless such material has been placed at the curb for pick-up in accordance with County of Wellington policies.
- 20. (a) The Owner agrees that at his sole expense, all parking areas provided on the "subject lands" shall be maintained clear of snow reasonably in all circumstances so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of usable parking spaces below the minimum number of spaces required by the Town's zoning by-law.

- (b) The Owner agrees not to store snow on the "subject lands" or municipal road allowances such that it blocks visibility adjacent to a street or drainage facilities or where adequate drainage facilities are not provided or where melt-water would adversely affect an abutting property.
- 21. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untravelled portions of Town owned road allowances abutting the "subject lands".

PART C - OTHER PROVISIONS

- 22. Definitions for terms which may be used in this Agreement shall be as follows:
 - (1) "Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted, but may include areas of Landscaped Open Space.
 - (2) "Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps.
 - (3) "Parking Area" shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including manoeuvring aisles and other space necessarily incidental to the parking of vehicles, and may include areas of Landscaped Open Space.
 - (4) "Natural Open Space" shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area. Natural Open Space areas shall be kept clear of all weeds and natural growth which is prohibited by Town by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.
- 23. (a) During development of the "subject lands", the Owner shall:
 - i) abide by those provisions of Schedule "C" to this Agreement relating to erosion and sediment control; and
 - ii) install and maintain at his/her sole expense all necessary erosion control works and structures (ie. sediment traps, silt fence, check dams, etc.) required by the Town from time to time to minimize erosion on and off the subject lands.

(b) Should the Owner be in default of any requirement under Clause 23 (a) of this Agreement, the provisions of Clause 14 (b) shall apply, except that in an emergency situation where the potential of damage to any lands is deemed by the Public Works Director to be imminent, the thirty (30) day notice shall not be required, and the Town shall have the right of entry immediately after providing the Owner with notice.
- 24. The Owner agrees to obtain all required approvals from the appropriate road authority where the lands described by Schedule "A" to this agreement are located on or require access to any road not under the jurisdiction of the Town, and that the Town will not release this agreement, or any security required thereto, where approvals from the

responsible road authority have not been obtained by the Owner.

- 25. In the event of transfer of ownership of the subject lands, the Town will not return any Letter of Credit or security required under this agreement until such time as the new Owner files with the Town a replacement security in a form satisfactory to the Town. Pending the provision of a replacement security the Town may use the security filed pursuant to this agreement for any purpose set out herein.
- 26. The Owner covenants and agrees that a General Comprehensive Liability Insurance Policy in the amount of not less than Five Million Dollars is in place and that the Town is indemnified under the said policy for any loss arising from claims or damages, injuries or otherwise in connection with work done by or on behalf of the Owner. The Town shall be named as an additional insured within the said insurance policy. The Owner shall maintain such overage throughout the course of the development and shall supply a certificate of insurance as proof of coverage upon demand of the Town.
- 27. Failure of the Town at any time to require performance by the Owner of any obligation under the Agreement shall in no way affect the Town's rights thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation be taken or held to be a waiver of performance of the same, or any other obligation under the Agreement, and the Town shall specifically retain its right at law to enforce the Agreement.

IN WITNESS WHEREOF the parties have duly executed this agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George A. Bridge

Per:

C. A. O. Clerk Bill White

I/We have the authority to bind the Corporation.

QUALITY DEVELOPMENTS INC.

Per:

Per:

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being on George Street in Harriston in the Town of Minto, County of Wellington, Province of Ontario, and composed of:

Part of Park Lots 5, 6, 12 and Part of Park Lot 4 and 5 Northeast of George Street more particularly described as Part 6 Plan 61R-21207, and Part 2 and Part 4 Plan 61R-21306

SCHEDULE "B"

APPROVED SITE PLAN

The "approved site plan" shall be the following plans referred to thereon as the "approved site plan" as indicated by the signature of the C.A.O Clerk for the Town of Minto, and on file in the Town office:

- 1) Site Servicing and Grading Prepared for Quality Engineered Homes Ltd. Development; Project No: A3171A, Prepared by Triton Engineering Services Limited Consulting Engineers issued for Town approval April 2018.
- 2) Front Elevation, George Street Harriston Project No: W-2169, John G. Williams Limited Architect
- 3) Ground Floor Plan, George Street Harriston Project No: W-2169, John G. Williams Limited Architect
- 4) Loft Floor Plan, George Street Harriston Project No: W-2169, John G. Williams Limited Architect

SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. Completion Date

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be May 3, 2021.

2. Security

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$20,000 (amount) to this Agreement.

The security includes \$5,000 submitted at the time of site plan approval for legal and engineering costs related to processing this development, and \$10,800 required by Section 22a) to a site servicing agreement dated July 1, 2013 applicable to the subjects lands which the Owners hereby assigns to the Town (less any amounts previously deducted by the Town), and the balance of \$4,200 to be provided in monthly payments prior to May 3, 2019. These amounts totalling \$20,000 shall be retained by the Town as security to this agreement and shall be refunded upon substantial completion of the project to the satisfaction of the Town acting reasonably.

Where works required by this Agreement have not been completed, and where the Owner has not provided to the Town other security acceptable to the Town, the Town may use such security to secure completion of the said works, and the Town shall maintain such security until completion of the works in accordance with the terms of this Agreement.

3. Erosion and Sediment Control

a) If required by the Town, the Owner shall prepare and submit an Erosion Control Plan acceptable to the Town to be adhered to during development of the "subject lands", which plan shall include an acceptable maintenance schedule and starting and completion dates.

b) To minimize erosion problems, the Owner shall schedule construction such that:

- i) all activities on the site be conducted in a logical sequence to minimize the area of bare soil exposed at one time;
- ii) soil stockpiles be located away from watercourses and stabilized against erosion as soon as possible; soil stockpiles remaining longer than 30 days should be stabilized by mulching, vegetative cover, tarps or other means, whereas soil stockpiles intended to remain for less than 30 days can be controlled by filter fence barriers around the pile or acceptable equivalent;
- iii) construction vehicles leave the site at a designated point(s) provided with a rock or gravel mat to minimize the amount of mud tracking off-site; a temporary vehicle wash down facility may be required for truck wheels;
- iv) where work is suspended, temporary drainage and erosion control works should be undertaken to minimize erosion, to include steel plates placed over catch basins, sediment traps and silt fences, and sediment storage areas, to ensure sediment and debris do not enter the municipal sewer system on nearby creek or flood adjacent properties;
- v) all temporary and permanent detention works and facilities be constructed prior to installation of any services on the site or commencement of earth moving operations;
- vi) all disturbed areas be properly stabilized as soon as possible, and if areas are to remain disturbed through the winter, such areas shall be seeded and mulched or sodded as determined by the Public Works Director.

c) During the construction period, the Owner shall employ the following "good housekeeping" practices regardless of the soil erodibility and any other erosion and sediment control measures undertaken:

- i) All catchbasins should be provided with sumps which should be inspected and cleaned frequently;
- ii) At the downstream end of the "subject lands", the last manhole on the storm sewer should have a sump which will retain any large debris, which can be cleaned out and filled in with concrete at the end of the project;
- iii) Small weirs should be built into the pipes at manholes on the "subject lands" that are near the outlet for the site drainage, to provide impounding within the minor system and encourage settlement of the sediment being transported; care should be taken when removing the weirs that the sediment is not washed into the Town's system;
- iv) Once the catchbasins have been installed and connected to the minor system, the basins in rear yards, ditches and low activity areas, should be buffered using straw bales on the upstream side (for street catchbasins and high activity areas, the straw bales will not provide adequate protection);
- v) All concentrated or channelized discharges of water off-site must be treated by appropriate erosion and siltation control measures when such water passes through disturbed areas;
- vi) A site supervisor must be designated by the Owner to ensure the approved Erosion Control Plan measures (when such plan is required by the Town) are implemented in a timely and effective manner, who shall conduct inspections of the subject lands on a regular basis and after significant storm events to ensure the components of the Erosion Control Plan are functioning properly, and who shall maintain a work log to record dates and a description of the work activities and site inspections.

4. Completion of Adjoining Town Lands

The Owner agrees to appropriately and properly finish to the requirements and satisfaction of the Town and Maitland Valley Conservation Authority the adjacent stormwater management pond and park with finished grade, topsoil and seed, emergency accesses and all lands lying between the "subject lands" and any and all abutting streets, excluding those works which are detailed in Schedule "D" which are works to be undertaken by the Town, which, without limiting the generality of the foregoing shall include the following works to be completed by the Owner in accordance with the "approved site plan":

- i) landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed;
- ii) installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Town;
- iii) removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.

5. Grading and Drainage

The Owner agrees to prepare a grading and a drainage plan acceptable to the Town and all surface and roof drainage shall be controlled in accordance with approved plans in a manner satisfactory to the Town.

6. Lighting

The Owner agrees that energy efficient lighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties or so controlled in intensity so as to prevent glare on adjacent streets and properties.

7. Directional Signage

The Owner, upon request by the Town, shall prepare and submit for approval to the Town's Public Works Department and Fire Chief a signage plan, and the Owner agrees to install all signage pursuant to the approved signage plan.

8. Temporary Fencing

- (a) The Owner shall install temporary construction fencing on the "subject lands" in accordance with sound construction practice and in accordance with the requirements of the Public Works Department or the Town's Chief Building Official, acting reasonably, from the time of commencement of construction to the time of completion of the construction, to secure the site and to provide protection to the general public.
- (b) The Owner agrees to install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Public Works Department in this regard, acting reasonably.

9. Fire Routes

- (a) The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Town's Fire Fighting equipment, including the hammerhead turnaround on the adjacent Town property
- (b) The Owner agrees to construct and maintain the "hammerhead turnaround" on the adjacent Town owned property to the standard described in the "approved site plan", including installing a "P" gate or alternate gate to prevent use of the unauthorized use for parking, storage, or private amenity space, and without limiting the generality of the foregoing maintenance will include snow clearing to ensure "hammerhead turnaround" can be used for emergency vehicle turnaround.

10. Landscaping

- (a) The Owner agrees to provide all landscaping, including any fencing, curbing, sidewalks, plantings (trees and shrubs), ground cover, and the like, as shown on the "approved site plan" or a landscape plan to be approved by the Public Works Department to the specifications and requirements as indicated thereon in accordance with the Town's Tree Planting Policy and to the satisfaction of the Town's Chief Building Official, acting reasonably.
- (b) The Owner agrees to construct the "hammerhead turnaround" on the adjacent Town park and storm water management pond as well as final grade, topsoil and seed/so the said Town park and pond in accordance with the approved design prepared by Triton Engineering Services Ltd. and the Ministry of Environment where applicable.
- (c) The Owner agrees the landscaping plan required under section (a) above will include design of possible improvements to the adjacent Town owned pond and park which the Town may use to obtain public input into the completion of the adjacent pond and park.

11. Building Accessibility

Where applicable the Owner agrees that the site and building shall be designed so as to provide unobstructed access for wheelchairs to at least one main building entrance from the public sidewalk/street and one parking area by use of sidewalk ramps of proper gradient and surfacing.

12. Private Street and Parking Finishing

- (a) The Owner acknowledges the internal roadway servicing the townhouses located on the subject lands shall be surfaced with asphalt or cement to an appropriate standard to support the residential use including all servicing and emergency vehicles and such internal roadway is a private road not maintained by the Town, and as well as all driveways from the front wall of the buildings to the internal roadway shall be surfaced with asphalt or cement.

- (b) The Owner shall prohibit parking or stopping on the internal private roadway, ensure all residents on the street are aware that parking on the "hammerhead turnaround" is not permitted and shall erect sufficient signage as may be required by the Town to prevent and enforce prohibited parking.
13. Servicing
- (a) The Owner agrees that all water, sanitary sewer and storm sewer shown on the approved site plan shall be installed and maintained by the Owner at an appropriate standard to support the residential use, and further agrees to permit the Town to access the subject lands in the event such access is required with regard to the Town's operation of its own water or sanitary sewer systems to which the Owner's private services may be connected.
 - (b) The Owner shall install and maintain all fire hydrants on the "subject lands" including ensuring such facilities are free and clear of snow and not obstructed by improperly parked vehicles.
 - (c) The Owner acknowledges and agrees that it is the responsibility of the Owner to confirm that the proposed servicing design, and location of proposed structures, will not be in conflict with other utilities located in the right-of-way or on the Owner's internal roadway, and to comply with any requirements of the Ministry of Environment and Climate Change respecting installation of any such services and particularly the storm water management pond on adjacent Town lands.
14. Right of Way, easements or other lands
- The Owner agrees to convey in fee simple and free from encumbrances any rights of way, easements or similar which may be required by the Town for the purpose of the development of the "subject lands".
15. Solid Waste and Recycling
- The Owner agrees to comply with the County's requirements respecting the disposal of solid waste and the recovery of recyclable materials, and to provide all required facilities indicated on the "approved site plan" to accommodate proper retention, disposal and recycling including appropriate screening of waste bins and separation from sensitive land uses as may be required to comply with applicable municipal regulations. The Town acknowledges that provided County approval is obtained the Owner may be permitted to have its own contractor collect waste from individual residences and place waste and recyclables at the entrance from the subject lands to George Street in a neat and organized way for pick-up by the County on the applicable date, except however prior to pick-up all waste and recycling shall be stored within the townhouse units constructed on the subject lands.
16. Private Services
- The Owner shall obtain all approvals for and make all necessary arrangements for any and all private services such as telephone, telecommunications, cable television, electricity, gas and other such service and shall provide any easements required by private service companies necessary to supply said private services, and the Owner further acknowledges that the Town shall bear no expense, cost or obligation with regard to the installation, relocation or re-design of said private services that may be necessary to comply with the requirements of the "approved site plan".
17. Minutes of Settlement
- The Owner acknowledges the Town has signed Minutes of Settlement dated December 6, 2016 which amended the original provisions of Zoning By-law Amendment 2016-48 respecting, among other matters, a one storey height limitation, maximum 23 units on the lands, and compliance with applicable provisions of the Minto Zoning By-law to ensure appropriate parking, amenity space, garbage facilities and other suitable matters, and the Owner agrees to comply with the terms of the Minutes of Settlement.

18. Record Drawings
Prior to the return of any securities held against this project, the Town may require the original engineering drawings to be revised to illustrate the recorded changes and variances from the approved construction drawings.
19. Engineering and Other Approvals
That the Owner obtain all permits and approvals from applicable agencies needed to allow development of the subject lands, to comply with all terms of such permits and approvals and provide proof of same upon request of the Town, including but not limited to approval from the County of Wellington for plan of condominium and executing a condominium agreement with the Town pertaining to ownership of the units within the proposed development.
20. Building Permits
The Owner agrees that prior to the issuance of any Building Permit for the proposed development the Owner shall obtain all other approvals from all applicable agencies as may be required by the Chief Building Official, including arrangements for paying applicable residential development charges less a reduction previously approved by the Town which accounted for floor space of the former school being removed which decreased net servicing demand.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Public Works Department and/or the C.A.O. Clerk , at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:
 - i) installation of sewer and water service laterals if necessary.
 - ii) curb cuts and curb replacements if necessary.
 - iii) sidewalk replacements if necessary.
 - iv) utility plant relocations if necessary.
 - v) installation of the storm sewer if necessary.

SCHEDULE "E"
SAMPLE LETTER OF CREDIT
(not applicable as cash security is in possession of Town)

CAO/Clerk of The Corporation of the Town of Minto
5941 Highway 89, Harriston, ON N0G 1Z0

In consideration of the agreement between The Corporation of the Town of Minto and *(Name of Owner)* which is dated the _____ day of _____, 20____, we hereby authorize you to draw on the *(Name and Address of Bank)* up to an aggregate amount of \$_____ available by draft at sight for 100% of invoice value of credit, with guarantee as follows:

As requested by our customer *(Name of Owner)*, we the *(Name of Bank)* hereby establish and give an Irrevocable Letter of Credit in your favour in the total amount of \$_____, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without question as to rights between you and our said customer, provided however, that you are to deliver to the *(Name of Bank)* at such time as a written demand for payment is made by you upon us, a statement signed by you confirming that the monies drawn by you are pursuant to our customer's agreement with The Corporation of the Town of Minto.

The amount of this Letter of Credit may be reduced from time to time as advised in writing from time to time by you to us.

This Letter of Credit shall remain in full force and effect for a period of _____ months and will expire on _____, 20____, provided however, that unless notice of expiry is given by registered mail to the Clerk of The Corporation of the Town of Minto by us no later than 30 days prior to the expiry date, the Letter of Credit shall be deemed to be renewed from year to year on the same terms and conditions.

In the event that we refuse to renew the Letter of Credit at the aforementioned date of expiry, prior to such date the Town shall have the right to draw such amount of money as it shall in its absolute discretion deem necessary.

Letter to be Dated, Signed and Sealed

Note: The Letter of Credit must be irrevocable.

The Letter of Credit must be written so as to be honoured by the Surety without question or without just cause having to be proven by the Town to the Bank.

Automatic renewal provisions with 30 day notice of expiry must be included in the Letter of Credit.

The date of expiry as stated in the Letter of Credit must be in accordance with Schedule "C" of this Agreement.

**TOWN OF MINTO**

DATE: Apr 30, 2018
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 April 30, 2018

Administration	\$ 104,952.93
People & Property	
Health & Safety	
Health Services	
Building	842.66
Economic Development	8,208.66
Incubator	3,506.26
Tourism	
Fire	15,406.77
Drains	
Roads	34,161.70
Cemetery	
Waste Water	13,136.95
Streetlights	759.63
Water	7,001.13
Town Landscaping Care	212.26
Recreation	15,429.97
Clifford	14,229.98
Harriston	5,089.18
Palmerston	14,970.40
Norgan	2,692.35
	<hr/> <hr/>
	\$ 240,600.83

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 April 30, 2018 regarding Approval of Accounts, and approves the Town of Minto accounts by Department for April 2018.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: May 1, 2018
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: Debenture – Wellington County 2018

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:

At the April 10 meeting, Council passed a resolution asking the County of Wellington borrow \$2,100,000 on behalf of the Town over ten years (\$550,000 George Street and Elora Street roadwork) and twenty years (\$1,550,000 servicing Elora Street). Staff pursued financing through the County with other lower tier partners for a debenture to be issued this spring. Council passed the 2018 capital budget April 24 which included \$2,100,000 of borrowing. Council will recall this borrowing funds the municipal share of the connecting link grants (Elora Street) and the Community Water and Wastewater grant (George Street South).

COMMENTS:

After the April 24, 2018 meeting, the other lower tier municipality dropped out of the proposed debenture issue leaving the Town and County as borrowers for this version. There still should be some savings in fiscal agent and legal costs as a result of working with the County on this matter. Appropriate documentation to support the borrowing has been forwarded to our financial solicitors, WeirFoulds, LLP and has been reviewed and accepted. The anticipated closing date for this transaction is late May, 2018.

FINANCIAL CONSIDERATIONS:

There will be certain legal and financial expenses, with the net proceeds allocated the funding of the approved capital projects. The first semi-annual payment on this new serial debenture will be due in late 2018.

RECOMMENDATION:

THAT Council accepts the Treasurer's May 1st 2018 Debenture – Wellington County 2018 Report and considers passage of the related By-law in Regular Session.

Gordon Duff, Treasurer



TOWN OF MINTO

DATE: May 3, 2018

REPORT TO: Mayor Bridge and Members of Council

FROM: Gordon Duff, Treasurer and Janet Klemp, Tax Collector

SUBJECT: Minutes of Settlement and Assessment Adjustments

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:

Under Section 40 (20) of the Assessment Act, The Town of Minto is required to amend the assessment roll with regard to decisions made by the Assessment Review Board (ARB) under actions brought to the Board under the following circumstances:

- their current value assessment is too high;
- updated structure data which changed their assessment;
- their property classification is incorrect; or
- if a property has more than one property class, the portion that is attributable to each class is incorrect.

The Town is also required to approve adjustments made as Advisory Notices of Adjustment (ANAs) under Sections 19.1 (5) and (7) of the Assessment Act and as Post Roll Amended Notices (PRANs) under Section 32 (1.1) of the Assessment Act. These ANAs and PRANs will result in decreased tax levies due to changes in assessments. The effects of these changes may affect the phase-in amounts of these assessments.

Requests for Reconsideration occur when a taxpayer asks the Municipal Property Assessment Corporation (MPAC) to review an assessment. If successful, Minutes of Settlement are issued to the Town the appropriate adjustments are made after Council approval.

COMMENTS:

Attached is a listing of adjustments from the above mentioned sources which have been received in our office. These assessment changes deal with properties that appealed to the Municipal Property Assessment Corporation due to incorrect structure details on their property, gross or manifest error on a supplemental.

FINANCIAL CONSIDERATIONS:

The Town of Minto bears the cost of its share of these tax reductions, while the portions relating to the County of Wellington and the related School Boards are charged back to these bodies.

RECOMMENDATION:

THAT Council receives the May 2018 report from the Treasurer and Tax Collector regarding Minutes of Settlement and Assessment Adjustments and that these adjustments be approved.

Respectfully submitted by,

Reviewed by,

Janet Klemp, AMCT
Tax Collector

Gordon R. Duff, CPA, CGA
Treasurer

TOWN OF MINTO

Minutes of Settlement May 2018

Roll Number	Assessment Change	Effective Date				
			General	County	School Board	Total
Amended Property Assesment Notice						
2341 000 012 25212	RT of 248,0000 increased to 331,000 Gross or manifest error on Supplemental	Jan 1 - Dec 31, 2017	482.29	531.42	148.57	1,162.28

Minutes of Settlement						
2341 000 001 01305	XT of 193,000 decreased to 105,000 Updated commercial/industrial building value	Oct 15 - Dec 31, 2016	(164.60)	(178.29)	(192.54)	(535.43)
2341 000 001 01305	XT of 547,000 decreased to 464,500 Updated commercial/industrial building value	Jan 1 - Dec 31, 2017	(714.75)	(787.58)	(845.85)	(2,348.18)
2341 000 002 227000	RT of 240,250 decreased to 212,000 Updated structure/site data	Jan 1 - Dec 31, 2017	(153.91)	(180.88)	(50.57)	(385.36)
	Grand Total		(550.97)	(615.33)	(940.39)	(2,106.69)

XT - New Construction Commercial RT - Residential

The Corporation of the Town of Minto
By-law No. 2018-27

To authorize an application by the Corporation of the Town of Minto (The “Applicant Municipality”) to the Corporation of the County of Wellington requesting the Corporation of the County of Wellington to incur Debt and issue Debentures in respect to Capital Works of the Applicant Municipality

WHEREAS subsection 401(1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 401(2)(a) of the Act provides that the municipal purposes referred to in subsection 401(1) include, among other purposes, in the case of an upper-tier municipality, the purposes or joint purposes of one or more of its lower-tier municipalities;

AND WHEREAS subsection 404(1) of the Act provides that a municipality may incur debt and issue debentures for another municipality under subsection 401(2)(a) only if the other municipality applies to the municipality and the municipality agrees;

AND WHEREAS subsection 408(2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS The Corporation of the County of Wellington (the “**Upper-tier Municipality**”), has indicated that it is prepared to incur debt and issue debentures pursuant to section 404 of the Act in respect of the capital works of the Applicant Municipality (individually a “**Capital Work**”, collectively the “**Capital Works**”) set out in Schedule “A” attached hereto and forming part of this By-law (“**Schedule “A”**”) on the basis that the Upper-tier Municipality will issue debentures (the “**Debenture Issue**”) on its own behalf and on behalf of any one or more of its lower-tier municipalities (collectively the “**Applicant Municipalities**”);

AND WHEREAS National Bank Financial Inc. (“**NBF**”) and RBC Dominion Securities Inc. will be or have been appointed as the Upper-tier Municipality’s fiscal agents (with NBF as the lead manager of the fiscal agents) in connection with the Debenture Issue;

AND WHEREAS in connection with the Debenture Issue, the Upper-tier Municipality and the Applicant Municipalities have authorized or are expected to authorize the issue of debentures for the respective capital works of the Upper-tier Municipality and each of the Applicant Municipalities, including the Capital Works;

AND WHEREAS the Applicant Municipality deems it to be expedient to participate in the Debenture Issue and accordingly deems it to be appropriate to apply to the Council of the Upper-tier Municipality pursuant to section 404 of the Act requesting the Upper-tier Municipality to incur debt and issue debentures of the Upper-tier Municipality in respect of the Capital Works to be long-term financed through the Debenture Issue or, as NBF and the Upper-tier Municipality may otherwise determine to be appropriate, as set out below;

AND WHEREAS NBF and the Upper-tier Municipality, in consultation with the Applicant Municipality, may determine that, based on current market conditions, it is appropriate to reduce the principal amount of the debenture issue to an amount less than the maximum aggregate principal amount of \$2,100,000 and in this connection the Treasurer of the Applicant Municipality will provide the Upper-tier Municipality with written confirmation that for purpose of the Debenture Issue it is appropriate for the Upper-tier Municipality to issue debentures on behalf of the Applicant Municipality in a specified lesser principal amount;

AND WHEREAS before authorizing the Capital Works the Applicant Municipality had its Treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs in accordance with the applicable regulation and, prior to authorizing each Capital Work and before authorizing any additional cost amounts and any additional debenture authorities in respect thereof (if any), the Treasurer determined that the estimated annual amount payable in respect of each Capital Work, each such additional cost amount and each such additional debenture authority would not cause the Applicant Municipality to exceed the updated limit and that the approval of each Capital Work, each such additional cost amount and each such additional debenture authority by the Local Planning Appeal Tribunal was not required;

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

1. The application to the Council of the Upper-tier Municipality requesting the Council of the Upper-tier Municipality to incur debt and issue debentures for the Applicant Municipality in respect of the Capital Works in 2018 in the maximum principal amount of \$2,100,000 (the “**Debentures**”) or, in such reduced principal amount as NBF and the Upper-tier Municipality may otherwise determine to be appropriate up to a maximum term of years as specified in Schedule “A”, is hereby approved and this By-law constitutes such application.
2. In the event that NBF and the Upper-tier Municipality determine that, based on current market conditions it is appropriate to reduce the maximum principal amount of the Debentures, the Treasurer of the Applicant Municipality is hereby

authorized to provide the Upper-tier Municipality with written confirmation that for purposes of the Debenture Issue it is appropriate for the Upper-tier Municipality to issue the Debentures for the Applicant Municipality in the specified lesser principal amount.

3. The Treasurer of the Upper-tier Municipality is hereby authorized to negotiate and settle, on the Applicant Municipality's behalf with NBF, subject to the provisions hereof, the terms and conditions in respect of the Debentures, including, without limitation, the applicable rate(s) of interest, the type(s) of debentures and any other aspect relating to the pricing of the Debentures, all as such Treasurer considers appropriate and expedient.

Read a first, second, third time and passed in open Council this 24th day of April 2018.

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
Schedule “A” to By-law Number 2018-27

Capital Work	Loan Amount	Maximum Term of Years
George Street Harriston Road Work	\$250,000	10
Clifford Connecting Link- Road Surface	\$300,000	10
Clifford Connecting Link- Road Base & Stormwater	\$700,000	20
Clifford Connecting Link- Wastewater	\$350,000	20
Clifford Connecting Link- Water	\$100,000	20
Clifford Connecting Link- Conduits, Electrical Infrastructure & Streetscapes	<u>\$400,000</u>	20
	<u>\$2,100,000</u>	

The Corporation of the Town of Minto
By-law Number 2018-28

Being A By-law to authorize the Mayor and C.A.O. Clerk
to execute a Site Servicing Agreement between
the Corporation of the Town of Minto
and Galaxy Construction Group Ltd.

WHEREAS under Sections 8 and 9 of the Municipal Act, S.O., 2001, c. 25, the Corporation of the Town of Minto has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Corporation of the Town of Minto agrees to enter into Site Servicing Agreement with Galaxy Construction Group Ltd for subject property located at 222 Elora Street South, Harriston.

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

1. THAT the Mayor and C.A.O. Clerk are hereby authorized and directed to execute a Site Servicing Agreement for subject property located at 22 Elora Street South, Harriston attached hereto as Schedule “A” and forming part of this By-law.
2. THAT the C.A.O. Clerk is hereby instructed to affix the Corporate Seal hereto.

Read a first, second, third time and finally passed in open Council this 8th day of May, 2018.

Mayor George A. Bridge

C.A.O. Clerk Bill White

SITE-SERVICING AGREEMENT

THIS AGREEMENT made as of this 20th day of March, 2018

B E T W E E N:

Galaxy Construction (hereinafter called the "Owner")
OF THE FIRST PART

- and -

The Town of Minto (hereinafter called the "Town")
OF THE SECOND PART

WHEREAS the Owner is the owner of the lands in the Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands") which are lands fronting on Elora Street in Harriston;

AND WHEREAS the Owner has, or proposes to obtain, conditional approval from the County of Wellington to sever the subject lands into two lots upon which a total of four semi-detached dwellings will be constructed and has proceeded with engineering drawings and requires a final servicing agreement to service the site including cutting into existing asphalt and sidewalk on Elora Street in Harriston and installing three new water connections and three new sanitary sewer for the proposed lots;

AND WHEREAS the Parties hereto have entered into this Site-Servicing Agreement for the purpose of defining the terms and conditions upon which the services for a total of four semi-detached dwellings are to be connected to the land and the roadway repaired to the satisfaction of the Town of Minto and Wellington County;

AND WHEREAS the Owner acknowledges final written approval from Wellington County and the Town is required before site servicing can be provided and is prepared to provide a deposit equal to the cost of the installation as set out in this agreement so that the Town can contract for the required work and pay the approved contractor from the deposit provided by the Owner;

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

1. OWNERSHIP AND APPROVALS

- a) The Owner is the registered owner of the following lands having property identifier number _____ and which lands have frontage on Elora Street in the former Town of Harriston, in the Town of Minto, in the County of Wellington (hereinafter called "the lands").
- b) The Owner has applied, or proposes to apply, to the County of Wellington Planning and Land Division Committee for consent to sever the lands pursuant to Section 53 of the Planning Act into two building lots.
- c) The Owner acknowledges that signing this agreement does not imply or provide approval for any current or proposed Planning Act application, including the consent application referenced in 1 a) and 1 b), and that the Owner shall be responsible for obtaining all such Planning Act approvals and meet all applicable conditions to such approval at its sole cost and expense.
- d) The Owner has reviewed preliminary drawings prepared by Triton Engineering for cutting into existing asphalt on Elora Street in Harriston and installing three new water connections and three new sanitary sewer for a total of four proposed semi-detached dwellings to be constructed on the subject lands in accordance with

accepted engineering standards and the policies and requirements of the aforementioned agencies.

- e) The Town has obtained an estimate to construct the required works as outlined in subsection i) below, and the Owner proposes to provide to the Town sufficient cash security to cover the tendered cost of the installation of the said works in the following manner:
 - i) Upon execution of this agreement the Owner shall provide \$10,000 to the Town which shall cause the Town to immediately tender the cost of the work described generally below:

Required Works	Current Estimated Cost
a. Site preparation and mobilization	\$ 2,500
b. Water connection and lateral	\$ 6,000
c. Sewer connection and lateral	\$ 6,000
d. Curbing, asphalt repair, sidewalk, road restoration	<u>\$ 49,500</u>
Subtotal	\$ 64,000
Engineering and Contingency	\$ 3,500
HST	<u>\$ 8,775</u>
TOTAL	\$76,250

Following the Tender the Owner shall provide the balance of the security to cover the tendered cost of the installation of the works

- ii) Following the tender described in section 1e)i) if the Owner chooses not to proceed with the development of the lands a written notice shall be forwarded to the Town outlining the Owner does not wish to proceed and the Town shall return the balance of the \$10,000 deposit provided under subsection i) above less any expenses incurred by the Town to prepare this agreement and tender the work including direct invoiced costs of Triton Engineering the Town's approved registered professional consulting engineering firm.
- f) From the cash security identified in Section 1 e)ii) for the tendered cost of the installation works the Town shall pay an approved contractor in appropriate progress payments so as to ensure the work is complete in a prompt, efficient and cost effective fashion. The Town agrees that the completion date for all work, including curbing, asphalt repair and road restoration required pursuant to this agreement shall be September 28, 2018.
- g) The Town shall maintain sufficient cash security to ensure completion of the works in accordance with the terms of this Agreement, and shall refund any remaining cash security, including contingency upon acceptance of the required works by the Town Public Works Department and Wellington County.

2. MODIFICATIONS REQUIRED TO ENGINEERING DRAWINGS AND PLANS

- a) The Owner acknowledges and agrees that any changes or revisions to the engineering design drawings and plans to construct the required works shall be made at the Owner's at its sole cost and expense to the satisfaction of The Town and the County of Wellington.

3. PROFESSIONAL ENGINEER

- a) The Town covenants and agrees to retain a consulting Triton Engineering skilled and experienced in municipal work, to design, supervise, layout, inspect and certify installation of the required works to be provided and remedy any defects, and to be responsible to the Town for the design, supervision, layout, inspection, maintenance and remedies until the time of completion of such works.

4. DEPOSITS FOR REVIEWING PLANS AND SPECIFICATIONS

- a) The Owner agrees to pay the Town and/or its agent any additional costs in accordance with Town policy established from time to time for legal, planning, administrative, public works and engineering costs for reviewing Planning Act applications that may come forward on the subject lands. This payment may be

taken by the Town in the form of a deposit in an amount determined by Town policy and shall be above and beyond any accounts that may be owing under this agreement.

- b) Every provision of this Agreement by which the Owner is obligated in any way is deemed to include the words "at the expense of the Owner and to the Town's satisfaction", unless specifically stated otherwise.

5. CONNECTION TO MUNICIPAL SERVICES

- a) The Owner expressly covenants and agrees not to activate any of the connections to municipal sewer or municipal water until such times as the required site plan for the project has been approved by the Town, the security referred to in Section 1(e) of this agreement has been provided and the Town has given its written consent to allow such connection.

6. FRONTAGE FEES

The Owner agrees to pay frontage fees for water and sewer main replacement in the amount set by current Town policy, if applicable, prior to the Town waiving the financial condition of approval for the relevant severance applications.

7. NO WORK ON LANDS NOT OWNED BY OWNER WITHOUT WRITTEN CONSENT

- a) The Owner acknowledges and agrees that no work shall be carried out on lands not owned by it without the written consent of the owner of such lands and that such consent shall be forthwith filed with the Town.
- b) Where an easement shall be established on the subject lands or any abutting or nearby lands privately owned for any reasons the Owner agrees to provide any necessary full and final release allowing for the said easement on the subject lands and shall be responsible for obtaining such a final release from an abutting or nearby owner as may be required.

8. OTHER APPROVALS

- a) The Owner agrees that it shall forthwith obtain any and all other governmental approvals necessary for the municipal servicing works and that it shall submit to the County all the normal and usual plans and documents that may be required to execute the required works under this Servicing Agreement.
- b) The Owner shall not remove any trees required for the installation of municipal servicing works comprising underground services, until final written approval of the Town has been received and construction of the works is proceeding.

9. NOTICE

- a) Where this Agreement requires notice to be given by one party to the other, such notice shall be in writing and delivered either personally or by facsimile transmission by one party to the other party at their addresses and facsimile numbers noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission or e-mail, on date of delivery of electronic confirmation of receipt obtained:

The Town of Minto
5941 Highway 89,
Harriston ON, N0G 1Z0
Attention: Bill White CAO/Clerk
Phone: (519) 338-2511 Ext 222
Fax: (519) 338-2005

To the Owner:
Galaxy Construction
info@galaxyconstructiongroup.com

or such other address as the Owner has provided to the C.A.O. Clerk in writing.

10. OTHER PROVISIONS

- (a) The Owner agrees to indemnify and save harmless the Town, its agents or servants against all actions, causes of action of any kind including causes of action of negligence, suits, claims and demands whatsoever in tort, contract or otherwise which may arise either directly or indirectly by reason of the Owner executing this pre-servicing agreement.
- (b) If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained herein.
- (c) In the event of any transfer of any beneficial ownership of interest in the Lands or in the event of any change in the ownership of the principals of the Owner, then, at the sole discretion of the Town, this Agreement may be terminated upon written notice by the Town being provided in accordance with Section 9.
- (d) This Agreement shall be binding on the Parties hereto and the Owner consents to its registration by the Town such that it shall ensure to the benefit of their successors and assigns.
- (e) The Owner shall provide to the Town of Minto at her sole cost and expense free of any encumbrances and lands, easement or rights of way over the subject lands for the purpose of the Town assuming maintenance of the storm water management pond, storm sewer lines, and outlets necessary to implement the plan as described herein.

11. SCHEDULES

- a) The following schedule attached hereto form an integral part of this Agreement:
 - 1. Schedule "A" – Legal Description of the Lands.
 - 2. Schedule "B" – Approved Engineering Drawings

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George Bridge

Per: _____
C.A.O. Clerk Bill White

We have authority to bind the Corporation.

OWNER:

Per: _____
Galaxy Construction

Per: _____
Galaxy Construction

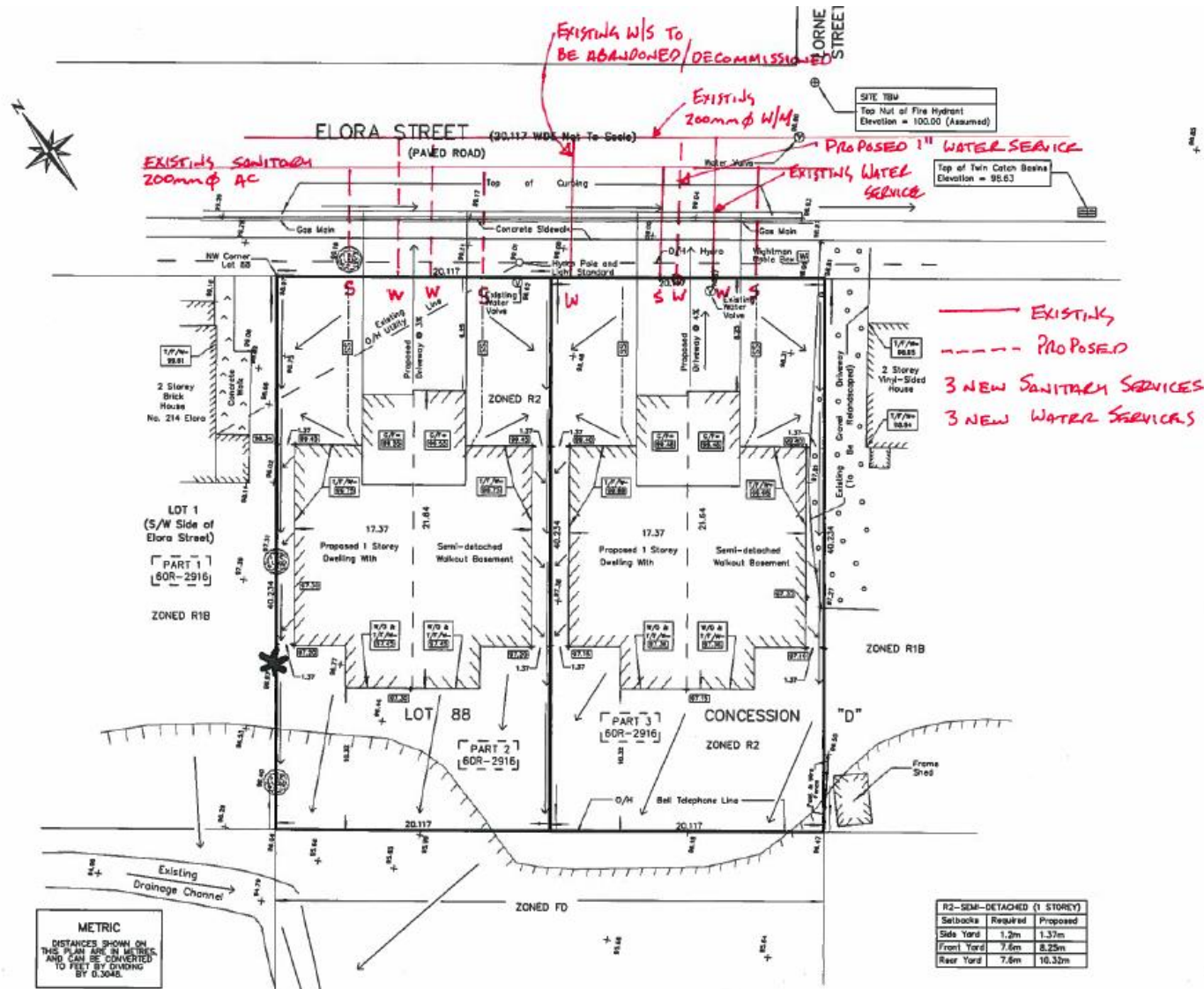
I/We have authority to bind the Corporation.

SCHEDULE A
Description of Subject Lands

Part of Lot 88 and Concession D, Town Plan of Harriston, Town of Minto, County of Wellington being Parts 2 and 3, Plan 60R-2916

SCHEDULE B
Approved Servicing Drawing

The approved servicing drawing shall be the plan prepared by Triton Engineering such plan illustrated in general below and to be on file in the offices of the C.A.O. Clerk and bearing the original signature of same.



The Corporation of the Town of Minto
By-Law No. 2018-29

to Authorize the Execution of a Site Plan Agreement
with Shrimp Canada 2541460 Ontario Inc. regarding a Shrimp Hatchery at
340 Minto Road, Palmerston

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

AND WHEREAS the Corporation of the Town of Minto approved a site plan subject to execution of a site plan agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P.13; Shrimp Canada 2541460 Ontario Inc, legally described as Part of Lot 24, Concession 1, Township of Minto RP 61R-94719 Part 6, Except Parts 7 & 10 61R-9576.

AND WHEREAS the parties hereto have agreed upon the terms as set out in the attached Site Plan Agreement, in substantially the same form affixed hereto as Schedule “A” to this By-law;

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

1. That the Mayor and C.A.O. Clerk are hereby authorized and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and Shrimp Canada 2541460 Ontario Inc. attached as Schedule “A” to this By-law.
2. That the Site Plan Agreement shall apply to lands in The Town of Minto legally described as Part of Lot 24, Concession 1, Township of Minto RP 61R-94719 Part 6, Except Parts 7 & 10 61R-9576.
3. That this By-law shall come into force and effect on the date of its passing thereof.
4. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 8th day of May, 2018.

Mayor George A. Bridge

C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 26th DAY OF APRIL, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

SHRIMP CANADA 2541460 ONTARIO INC.

hereinafter called the "Owner" of the Second Part.

SITE PLAN AGREEMENT

- WHEREAS *the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development described by Schedule "B";*
- AND WHEREAS *the parties hereto agree that the lands affected by this Agreement are as set out in Schedule "A" attached hereto;*
- AND WHEREAS *the Town has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of The Planning Act, 1990;*
- AND WHEREAS *the Owner applied to the Town for Site plan approval in respect to its development of the lands described in Schedule "A";*
- AND WHEREAS *the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on the 24th Day of April, 2018.*
- AND WHEREAS *the Town provided approval of the Owner's Application subject to the Owner entering into an Agreement as permitted by subsection 41(7) of the Planning Act, R.S.O.1990 c.P.13;*
- AND WHEREAS *the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successors in title;*

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the approval of plans by the Town for the development of the subject lands and the sum of ONE (\$1.00) DOLLAR, the receipt of which hereby admitted, the Owner hereby agrees with the Town as follows:

PART A - GENERAL PROVISIONS

1. The parties to this Agreement hereby agree that:
- i) the Owner as herein stated is the registered owner of the lands described in Schedule "A" to this Agreement; and
 - ii) the lands affected by this Agreement are as described in Schedule "A" to this Agreement, hereinafter called the "subject lands"; and
 - iii) this Agreement shall apply to and be binding upon all successors in title to the Owner.

2. The Owner for himself/herself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the matters and facilities required by this Agreement and shall indemnify the Town in respect of any loss or damage to any person or property entering the "subject lands" under the terms of this Agreement.
3. The Owner consents to the Town at its sole expense and discretion to register this Agreement in the Registry Office for the County of Wellington against the "subject lands".
4. The Owner will at all times indemnify and save harmless the Town of and from all loss, costs and damages which the Town may suffer, be at or be put to, for or by reason of, or on account of the construction, maintenance or existence of pavements, curbs, plantings and other improvements upon the untravelled portions of road allowances where the same are required by this Agreement to be provided by or at the expense of the Owner and such indemnity shall constitute a first lien and charge upon the "subject lands".
5. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court, or before any Administrative Tribunal, the Parties' right to enter and enforce this Agreement. The Law of Contract applies to this Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision in section 41 of the Planning Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each Party to the other and they are not severable. This provision may be pleaded by either Party in any action or proceeding as an estoppel of any denial of such right.
6. The Town's CAO/Clerk at his/her sole discretion may agree to minor variations to provisions of this Agreement, and such minor variations shall not constitute an amendment to this Agreement.
7. The clauses of this Agreement are independent and severable and the striking down or invalidation of any one or more of the clauses does not invalidate all or any of the remaining clauses.
8. Nothing in this Agreement shall relieve the Owner from complying with all applicable municipal by-laws and requirements, including the requirement for building permits.
 - (i) Building Permits: The Owner covenants and agrees that neither it nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under this Agreement until this Agreement has been fully executed and registered on title to the subject lands.
 - (ii) Occupancy: The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until sufficient required works under this agreement have been completed in accordance with the requirements of the Ontario Building Code, the Zoning By-law and any other municipal By-laws, including testing and approval of the internal water distribution and sanitary sewer collection to ensure operation in accordance with conditions established by the Town.
 - (iii) In the event that a building or part thereof is occupied otherwise and in accordance with the provisions of clause 8(ii), the Owner covenants and agrees that the Town shall be entitled to obtain an Order from a Court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the

Owner shall be estopped from opposing such Application on the part of the Town.

9. The Owner hereby grants to the Town, its servants, agents, and contractors a license to enter the "subject lands" for the purpose of inspection of the works and the "subject lands" or for any other purpose pursuant to the rights of the Town under this Agreement.

PART B - SITE DEVELOPMENT AND MAINTENANCE PROVISIONS

10. The Owner agrees to undertake development of the "subject lands", at his/her sole expense, in conformity with the site plan described in Schedule "B" attached hereto, which shall hereinafter be referred to as the "approved site plan".

The Owner covenants and agrees that no work shall be undertaken or performed on the subject lands except in accordance with the terms of this Agreement (including the Schedules attached hereto), the approved Site Plan, and all other plans and specifications submitted to and accepted by the Town, and by such other agencies or approval authorities as may be applicable including, without limiting the generality of the foregoing, the County of Wellington and the applicable Conservation Authority.

11. The Owner agrees to provide, install or otherwise abide by, at his/her sole expense, the "site development requirements" as detailed in Schedule "C" attached hereto.

12. (a) Upon completion of the development of the "subject lands" in conformity with the provisions of this Agreement, the Town shall issue a "Certificate of Compliance".

- (b) "Certificate of Compliance" shall mean a statement of the Town as to the substantial completion of the works, matters and facilities required by this Agreement and shall not be deemed to certify compliance with any other municipal requirements, regulations, or by-laws, and the Town shall not be estopped from pursuing any or all of its rights to enforce the continuing obligations of the Owner under this Agreement or to enforce any other of the Town's requirements, regulations or by-laws which relate to the "subject lands".

13. (a) Unless otherwise agreed to by the Town, prior to obtaining a building permit or proceeding with any work in support of the approved development, the Owner agrees to provide a security (hereinafter called the "security") to the Town in the amount as detailed in Schedule "C" attached hereto by way of cash or a letter of credit in a form acceptable to the Town (see Schedule "E" to this Agreement for sample letter of credit) which shall have an initial expiry date no sooner than the date as detailed in Schedule "C" hereof, to ensure the provision of all matters and facilities required pursuant to this Agreement and other applicable municipal requirements within the prescribed time period, and such security shall be refunded to the Owner without interest upon issuance of a "certificate of compliance", unless the Town exercises its rights under clauses 14 or 15 of Part "B" of this Agreement, in which case the "security" shall be drawn upon by the Town to the extent necessary to secure conformity with this agreement.

- (b) In accordance with the standard policies of the Town, the Owner agrees to pay the cost of those works described in Schedule "D" attached hereto, which are works to be done by the Town, or its contractors.

14. (a) Where the Owner is required by this Agreement to do work and where such work is not done within the prescribed time period, or where the facilities and matters required by this Agreement are not so provided, maintained or used by the Owner in accordance with this Agreement, or

where the Owner does not otherwise abide by the requirements of this Agreement including clause 8(ii), the "security" may be drawn on by the Town to the extent necessary to ensure compliance with this agreement, and a "certificate of compliance" shall not be issued until such matters have been brought into conformity with this Agreement.

- (b) The Owner agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities required by this Agreement, or otherwise abide by the requirements of this Agreement, the Town, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this Agreement as the Town deems necessary at its sole discretion, and all expenses incurred by the Town in doing such work shall become a charge against the "subject lands", and may be recovered by Court Action and with the same priority as municipal taxes.
 - (c) The Owner agrees that the Town shall not be liable to compensate the Owner, occupant, or any other person having an interest in the property, by reason of anything done by or on behalf of the Town under the provisions of this Agreement.
- 15. The Owner agrees that the "security" may be used to rebuild or repair any public facilities damaged or altered during development of the "subject lands". The Owner acknowledges that this provision does not relieve the Owner of the responsibility to repair or rebuild any public facilities damaged or altered during development of the "subject lands" to the requirements of the Town's Public Works Director and the Owner shall pay all costs of such reconstruction or repair.
- 16. The Owner hereby acknowledges that failure to complete all required works within the specified time period shall mean a "certificate of compliance" will not be issued until such work necessary to complete the development is done, and that until a "certificate of compliance" has been issued, in the event that the prescribed time period has lapsed, the Town has the right to refuse issuance of any permit necessary to carry out any additional work on the "subject lands".
- 17. All maintenance and repair of facilities and matters required by this Agreement shall be done by the Owner from time to time at his sole risk and expense and the Owner agrees the "subject lands" will not be used in any manner which will impede or prohibit performance of the maintenance provided for in this Agreement.
- 18. The Owner agrees to maintain in good repair and at his sole expense the "subject lands" in conformity with the provisions of the approved site plan described by Schedule "B" and with Schedule "C" (site development requirements), and all other requirements pursuant to this Agreement, and all repair or maintenance shall conform with the requirements of this Agreement as it applied to the original development.
- 19. The Owner agrees that all vaults, containers, collection bins and other facilities which may be required for the storage of garbage and other waste material shall be kept within a completely enclosed building or a completely enclosed container in a location acceptable to the Town.
- 20.
 - (a) The Owner agrees that at his sole expense, all parking areas provided on the "subject lands" shall be maintained clear of snow reasonably in all circumstances so as not to prohibit or block or in any way restrict access along any driveway, walkway for vehicular and pedestrian traffic or reduce the number of usable parking spaces below the minimum number of spaces required by the Town's zoning by-law.

- (b) The Owner agrees not to store snow on the "subject lands" or municipal road allowances such that it blocks visibility adjacent to a street or drainage facilities or where adequate drainage facilities are not provided or where melt-water would adversely affect an abutting property.
- 21. The Owner agrees to maintain at his sole expense and in good repair to standards acceptable to the Town all landscaped open space, private driveways and complementary facilities, and private approach sidewalks which are located on untravelled portions of Town owned road allowances abutting the "subject lands".

PART C - OTHER PROVISIONS

- 22. Definitions for terms which may be used in this Agreement shall be as follows:
 - (1) "Building Area" shall mean the only area upon which the erection and use of buildings and structures shall be permitted, but may include areas of Landscaped Open Space.
 - (2) "Landscaped Open Space" shall mean the areas of open space comprised of lawn and ornamental shrubs, flowers and trees and may include space occupied by paths, walks, courts, patios, but shall not include parking areas, traffic aisles, driveways and ramps.
 - (3) "Parking Area" shall mean the areas of open space other than a street to be used for the parking of motor vehicles and access ramps and driveways to areas used for the parking of motor vehicles which shall be clear of buildings and structures except those accessory to the operation of the parking area, and which shall be available and maintained for the parking of motor vehicles including manoeuvring aisles and other space necessarily incidental to the parking of vehicles, and may include areas of Landscaped Open Space.
 - (4) "Natural Open Space" shall mean the areas of open space which are to remain in a natural state with a minimum amount of maintenance, but shall not include areas of outside storage, parking areas, traffic aisles, driveways or ramps, or Building Area. Natural Open Space areas shall be kept clear of all weeds and natural growth which is prohibited by Town by-laws. Areas of Natural Open Space may include areas of Landscaped Open Space.
- 23. (a) During development of the "subject lands", the Owner shall:
 - i) abide by those provisions of Schedule "C" to this Agreement relating to erosion and sediment control; and
 - ii) install and maintain at his/her sole expense all necessary erosion control works and structures (ie. sediment traps, silt fence, check dams, etc.) required by the Town's Public Works Director or the Chief Building Official from time to time to minimize erosion on and off the subject lands.

(b) Should the Owner be in default of any requirement under Clause 23 (a) of this Agreement, the provisions of Clause 14 (b) shall apply, except that in an emergency situation where the potential of damage to any lands is deemed by the Public Works Director to be imminent, the thirty (30) day notice shall not be required, and the Town shall have the right of entry immediately after providing the Owner with notice.
- 24. The Owner agrees to obtain all required approvals from the County of Wellington where the lands described by Schedule "A" to this agreement are located on or require access to any road under the jurisdiction of the County of Wellington, and that the Town will not release the terms of

this agreement, or any security required thereto, where approvals from the County of Wellington have not been obtained by the Owner.

- 25. In the event of transfer of ownership of the subject lands, the Town will not return any Letter of Credit or security required under this agreement until such time as the new Owner files with the Town a replacement security in a form satisfactory to the Town. Pending the provision of a replacement security the Town may use the security filed pursuant to this agreement for any purpose set out herein.
- 26. The Owner covenants and agrees that a General Comprehensive Liability Insurance Policy in the amount of not less than Five Million Dollars is in place and that the Town is indemnified under the said policy for any loss arising from claims or damages, injuries or otherwise in connection with work done by or on behalf of the Owner. The Town shall be named as an additional insured within the said insurance policy. The Owner shall maintain such overage throughout the course of the development and shall supply a certificate of insurance as proof of coverage upon demand of the Town.
- 27. Failure of the Town at any time to require performance by the Owner of any obligation under the Agreement shall in no way affect the Town's rights thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation be taken or held to be a waiver of performance of the same, or any other obligation under the Agreement, and the Town shall specifically retain its right at law to enforce the Agreement.

IN WITNESS WHEREOF the parties have duly executed this agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per:

Mayor George A. Bridge

Per:

C. A. O. Clerk Bill White

I/We have the authority to bind the Corporation.

SHRIMP CANADA 2541460 ONTARIO INC.

Per:

Per:

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being on Minto Road in the Palmerston Industrial Park in the Town of Minto, County of Wellington, Province of Ontario, and composed of:

Part of Lot 24, Concession 1, Township of Minto RP 61R-94719 Part 6, Except Parts 7 & 10 61R-9576; Town of Minto

SCHEDULE "B"

APPROVED SITE PLAN

The "approved site plan" shall be the following plans referred to thereon as the "approved site plan" as indicated by the signature of the CAO/Clerk for the Town of Minto, and on file in the Town office:

- 1) Site Grading Plan and Illustration of Existing Topography, Prepared for CDN Buildings; Project No: 18-1743B-SP, Prepared by J. Don MacMillan Limited Ontario Land Surveyors, Original Signed April 16, 2018

SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. Completion Date

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be July 3, 2020.

2. Security

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$2850 (amount) to this Agreement.

The security includes \$2850.00 submitted at the time of site plan approval for legal and engineering costs related to processing this development. This amount shall be retained by the Town as a deposit for legal, engineering and planning related costs which shall be deducted from this amount, the balance of which after such costs shall be refunded upon substantial completion of the project.

Where works required by this Agreement have not been completed, and where the Owner has not provided to the Town other security acceptable to the Town, the Town may use such security to secure completion of the said works, and the Town shall maintain such security until completion of the works in accordance with the terms of this Agreement.

3. Erosion and Sediment Control

a) If required by the Town Public Works Director or the Town's Chief Building Official, the Owner shall prepare and submit an Erosion Control Plan acceptable to the Town Public Works Director to be adhered to during development of the "subject lands", which plan shall include an acceptable maintenance schedule and starting and completion dates.

b) To minimize erosion problems, the Owner shall schedule construction such that:

- i) all activities on the site be conducted in a logical sequence to minimize the area of bare soil exposed at one time;
- ii) soil stockpiles be located away from watercourses and stabilized against erosion as soon as possible; soil stockpiles remaining longer than 30 days should be stabilized by mulching, vegetative cover, tarps or other means, whereas soil stockpiles intended to remain for less than 30 days can be controlled by filter fence barriers around the pile or acceptable equivalent;
- iii) construction vehicles leave the site at a designated point(s) provided with a rock or gravel mat to minimize the amount of mud tracking off-site; a temporary vehicle wash down facility may be required for truck wheels;
- iv) where work is suspended, temporary drainage and erosion control works should be undertaken to minimize erosion, to include steel plates placed over catch basins, sediment traps and silt fences, and sediment storage areas, to ensure sediment and debris do not enter the municipal sewer system on nearby creek or flood adjacent properties;
- v) all temporary and permanent detention works and facilities be constructed prior to installation of any services on the site or commencement of earth moving operations;
- vi) all disturbed areas be properly stabilized as soon as possible, and if areas are to remain disturbed through the winter, such areas shall be seeded and mulched or sodded as determined by the Public Works Director.

c) During the construction period, the Owner shall employ the following "good housekeeping" practices regardless of the soil erodibility and any other erosion and sediment control measures undertaken:

- i) All catchbasins should be provided with sumps which should be inspected and cleaned frequently;

- ii) At the downstream end of the "subject lands", the last manhole on the storm sewer should have a sump which will retain any large debris, which can be cleaned out and filled in with concrete at the end of the project;
- iii) Small weirs should be built into the pipes at manholes on the "subject lands" that are near the outlet for the site drainage, to provide impounding within the minor system and encourage settlement of the sediment being transported; care should be taken when removing the weirs that the sediment is not washed into the Town's system;
- iv) Once the catchbasins have been installed and connected to the minor system, the basins in rear yards, ditches and low activity areas, should be buffered using straw bales on the upstream side (for street catchbasins and high activity areas, the straw bales will not provide adequate protection);
- v) All concentrated or channelized discharges of water off-site must be treated by appropriate erosion and siltation control measures when such water passes through disturbed areas;
- vi) A site supervisor must be designated by the Owner to ensure the approved Erosion Control Plan measures (when such plan is required by the Town) are implemented in a timely and effective manner, who shall conduct inspections of the subject lands on a regular basis and after significant storm events to ensure the components of the Erosion Control Plan are functioning properly, and who shall maintain a work log to record dates and a description of the work activities and site inspections.

4. Completion of Adjoining Town Lands

The Owner agrees to appropriately and properly finish to the requirements and satisfaction of the Town's Public Works Director all lands lying between the "subject lands" and any and all abutting streets, excluding those works which are detailed in Schedule "D" which are works to be undertaken by the Town, which, without limiting the generality of the foregoing shall include the following works required to be completed by the Owner in accordance with the "approved site plan":

- i) landscaping of lands lying between the street line and property line not to be used for vehicular or pedestrian entrances with topsoil and sod/seed;
- ii) installation of driveways of proper width and grade from the street line to the property line with asphalt, concrete or other hard surfacing acceptable to the Town's Engineer;
- iii) removal of existing driveways which are not to be used with replacement by appropriate landscaping as detailed above.

5. Grading and Drainage

The Owner agrees to prepare a grading and a drainage plan acceptable to the Public Works Director and all surface and roof drainage shall be controlled in accordance with the approved plans in a manner satisfactory to the Town's Public Works Director.

6. Lighting

The Owner agrees that any lighting of the land shall be installed in such a manner so as to deflect the light away from adjacent streets and properties or so controlled in intensity so as to prevent glare on adjacent streets and properties.

7. Directional Signage

The Owner, upon request by the Town, shall prepare and submit for approval to the Town's Public Works Director and Fire Chief a signage plan, and the Owner agrees to install all signage pursuant to the approved signage plan.

8. Temporary Fencing
 - (a) The Owner shall install temporary construction fencing on the "subject lands" in accordance with sound construction practice and in accordance with the requirements of the Public Works Director or the Town's Chief Building Official, acting reasonably, from the time of commencement of construction to the time of completion of the construction, to secure the site and to provide protection to the general public.
 - (b) The Owner agrees to install temporary fencing or otherwise adequately protect all trees, shrubs and other vegetation which are to be retained, and such fencing shall be located no closer to any trees than the drip line of such trees, and the Owner agrees to abide by the requirements of the Town's Public Works Director in this regard, acting reasonably.
9. Fire Routes

The Owner agrees that any internal driveways which are necessary for and designated as a fire route shall be designed so as to carry the weight of the Town's Fire Fighting equipment.
10. Landscaping

The Owner agrees to provide all landscaping, including any fencing, curbing, sidewalks, plantings (trees and shrubs), ground cover, and the like, as shown on the "approved site plan" or a landscape plan to be approved by the Public Works Director to the specifications and requirements as indicated thereon and to the satisfaction of the Town's Chief Building Official, acting reasonably.
11. Building Accessibility

The Owner agrees that the site and building shall be designed so as to provide unobstructed access for wheelchairs to at least one main building entrance from the public sidewalk/street and one parking area by use of sidewalk ramps of proper gradient and surfacing.
12. Parking Lot Finishing

The Owner agrees that all parking areas and driveways from the front wall of the building to Minto Road shall be surfaced with asphalt or cement, and all parking stalls shall be visually identified by line painting within one year of the installation of municipal services and paving of Minto Road in front of the subject property. Until that time, Dust mitigation shall be undertaken by the Owner.
13. Servicing
 - a) The Town agrees that the initial building shown on the approved site plan shall be serviced by a private well and septic system. The Owner agrees to obtain all approvals and abide by the requirements of the applicable agencies respecting the private services.
 - b) When the Town installs municipal water and sanitary sewer mains on Minto Road the Town will provide one lateral water connection and one lateral sanitary sewer connection to the Owner's front lot line. The Owner shall be responsible for advising the Town of the size of the lateral connection required for future development, obtaining approvals and connecting a water line and sanitary sewer line to the building(s) on the subject lands, including internal and external plumbing, within one year of the Town installing lateral connections or prior to any additional development of the lands beyond that shown in the "approved site plan".
14. Road Widening

The Owner agrees to convey in fee simple and free from encumbrances any land which may be required by the Town for the purpose road widening and for the purpose of establishing a one foot reserve across that portion of the frontage of real properties herein no required for an entrance or exit, in order to ensure proper ingress and egress from the subject lands in accordance with the "approved site plan".
15. Solid Waste and Recycling

The Owner agrees to comply with the County's requirements respecting the

disposal of solid waste and the recovery of recyclable materials, and to provide all required facilities indicated on the "approved site plan" to accommodate proper retention, disposal and recycling including appropriate screening of waste bins and separation from sensitive land uses as may be required to comply with applicable municipal regulations.

16. Private Services

The Owner shall obtain all approvals for and make all necessary arrangements for any and all private services such as telephone, telecommunications, cable television, electricity, gas and other such service and shall provide any easements required by private service companies necessary to supply said private services, and the Owner further acknowledges that the Town shall bear no expense, cost or obligation with regard to the installation, relocation or re-design of said private services that may be necessary to comply with the requirements of the "approved site plan".

17. Servicing Design

The Owner acknowledges and agrees that it is the responsibility of the Owner or their consultant to confirm that the proposed servicing design, and location of proposed structures, will not be in conflict with other utilities located in the right-of-way.

18. Record Drawings

Prior to the return of any securities held against this project, the Town may require the original engineering drawings shall be revised to illustrate the recorded changes and variances from the approved construction drawings.

19. Engineering Approvals

That the Owner obtain all permits necessary from the Public Works Director respecting new driveway access to the site and post any required security prior to commencement of any works on the site or within the municipal right-of-way prior to the issuance of any building permit.

20. Building Permits

The Owner acknowledges and agrees that prior to the issuance of any Building Permit for the proposed development the Owner shall obtain all other approvals from all applicable agencies as may be required by the Chief Building Official.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

1. Pursuant to Paragraph 13 (b) of Part B of this Agreement, the Town's Manager of Engineering Services, Manager of Public Works, and the Town's Director of Community Services, at their sole discretion, shall determine the works to be done on Town owned lands which are necessary as a result of the development of the "subject lands", such works to be done by the Town or their contractors at such time as the Town determines at its sole discretion, final costs of which are to be paid by the Owner in accordance with Town policies, and without limiting the generality of the foregoing, may include the following:
 - i) installation of sewer and water service laterals if necessary.
 - ii) curb cuts and curb replacements if necessary.
 - iii) sidewalk replacements if necessary.
 - iv) utility plant relocations if necessary.
 - v) installation of the storm sewer if necessary.

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

CAO/Clerk of The Corporation of the Town
of Minto
5941 Highway 89, Harriston, ON N0G 1Z0

In consideration of the agreement between The Corporation of the Town of Minto and *(Name of Owner)* which is dated the _____ day of _____, 19____, we hereby authorize you to draw on the *(Name and Address of Bank)* up to an aggregate amount of \$_____ available by draft at sight for 100% of invoice value of credit, with guarantee as follows:

As requested by our customer *(Name of Owner)*, we the *(Name of Bank)* hereby establish and give an Irrevocable Letter of Credit in your favour in the total amount of \$_____, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without question as to rights between you and our said customer, provided however, that you are to deliver to the *(Name of Bank)* at such time as a written demand for payment is made by you upon us, a statement signed by you confirming that the monies drawn by you are pursuant to our customer's agreement with The Corporation of the Town of Minto.

The amount of this Letter of Credit may be reduced from time to time as advised in writing from time to time by you to us.

This Letter of Credit shall remain in full force and effect for a period of _____ months and will expire on _____, 19____, provided however, that unless notice of expiry is given by registered mail to the Clerk of The Corporation of the Town of Minto by us no later than 30 days prior to the expiry date, the Letter of Credit shall be deemed to be renewed from year to year on the same terms and conditions.

In the event that we refuse to renew the Letter of Credit at the aforementioned date of expiry, prior to such date the Town shall have the right to draw such amount of money as it shall in its absolute discretion deem necessary.

Letter to be Dated, Signed and Sealed

Note: The Letter of Credit must be irrevocable.

The Letter of Credit must be written so as to be honoured by the Surety without question or without just cause having to be proven by the Town to the Bank.

Automatic renewal provisions with 30 day notice of expiry must be included in the Letter of Credit.

The date of expiry as stated in the Letter of Credit must be in accordance with Schedule "C" of this Agreement.

The Corporation of the Town of Minto
By-Law No. 2018-30

To set tax rates for 2018 and provide for the collection thereof

Authority: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Sections 307, 308, 312 and 329.1.

WHEREAS Section 312 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the Council of a local municipality shall, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

AND WHEREAS the Council of the Corporation of the Town of Minto has passed By-law Number 2018-19 to adopt the estimates of all sums required during 2018 for the purposes of the municipality;

AND WHEREAS the Council of the County of Wellington has passed By-Law Number 5573-18 which adopts tax ratios and tax reductions for prescribed subclasses for the year 2018;

AND WHEREAS Section 329.1 of the said Municipal Act, as amended, modified Section 329 and 331 with respect to the “capped” tax classes as provided for in 2018;

AND WHEREAS the Council of the County of Wellington has passed By-Law Number 5575-18 being a by-law to provide for certain capping options with respect to property taxes for those properties in the commercial, industrial and multi-residential classes for 2018;

AND WHEREAS the Council of the County of Wellington has passed By-Laws Number 5558-18 being a by-law to adopt the estimates for the sums required during the year 2018 for general purposes for the County and Number 5574-18 being a by-law to establish tax rates for the same against the local municipalities;

AND WHEREAS the current tax rates for the applicable School Boards, are set out by Ontario Regulation under the Education Act and shall be levied upon the assessment for real property and grant in lieu in the respective tax classes as established for 2018;

AND WHEREAS the Assessment Roll compiled in 2017 and upon which taxes for 2018 are to be levied, the whole of the assessment for real property, according to the said last assessment roll is as shown on Schedule “A”;

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

In this by-law;

1. “Property Classes” are as prescribed under the Assessment Act, and include the residential/farm property class, the multi-residential property class, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipe line class, the farmlands property class, and the managed forests property class.

“Town” means The Corporation of the Town of Minto.

- 2. That the current estimates for 2018, totaling \$4,947,407.00 as outlined in By-Law 2018-19 Schedule “A”, are hereby adopted.
- 3. For the year 2018, the Town shall levy upon the assessment of the Property Classes tax rates for General purposes as outlined in Schedule “A”, attached, and are hereby adopted.
- 4. For the year 2018 the Town shall levy upon the assessment of the Property Classes of property owners in the former Towns of Harriston and Palmerston, and the former Village of Clifford, Minto Pines Subdivision, Minto Highland Subdivision and the Palmerston Industrial Park area tax rates for street lighting, as outlined in Schedule “B”, attached, and are hereby adopted.
- 5. The rates herein imposed for the Commercial, Industrial and Multi-Residential classes shall become adjusted by the provisions of Section 329 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.
- 6. Other local improvement and special charges including tile drainage loans, sewer debenture charges, municipal drainage loans, plus any other eligible/applicable charges shall be added to the tax roll and collected in the same manner as taxation.
- 7. That save and except that portions of taxes and other special rates levied by the Interim Levy under Section 317 of the Municipal Act, 2001 the taxes levied on the Residential, Farmland, Managed Forest, Pipeline, Commercial, Industrial, Landfill and Multi-Residential classes, including all other rates, to be raised in 2018 shall become due and payable on the date of passing of this By-law, but may be paid in two installments as follows:

Due date of 1 st installment	September 27 th , 2018
Due date of 2 nd installment	November 28 th , 2018
- 8. The provisions of By-Law 2018-01 (being the by-law of The Corporation of the Town of Minto establishing the Penalty and Interest charges for non-payment of taxes) shall be applicable.
- 9. On all taxes in default on January 1st, 2018, interest shall be added at the rate of 1.25 percent per month for each month or fraction thereof in which default continues.
- 10. That where the sum of the taxes for which any person is chargeable in 2018 for municipal, county, education, and any other purpose, upon any real property assessed in one parcel to be same owner would according to the assessment thereon be less than \$20.00, the sum of such tax shall be deemed to be \$20.00.
- 11. The Tax Collector is hereby authorized to mail, deliver or cause to be mailed or delivered the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given.
- 12. Taxes shall be payable at the Municipal Office, or by mail to the Municipal mailing address, or through the telephone and internet banking systems of authorized financial institutions, or over the counter at most chartered banks and financial institutions, or by monthly or installment date preauthorized payments, or by credit card via eCommerce on the Town of Minto website.

- 13. That the Treasurer/Tax Collector be authorized to accept part payment from time to time on accounts of any taxes due. This is provided that acceptance of any such payment shall not affect the collection of any percentage charge imposed and collectable under By-Law Number 2018-01 in respect of non-payment of any taxes or any class of taxes or of any installment thereof.
- 14. That the Tax Collector appointed is hereby invested with all powers and authority provided by the Municipal Act, for the collecting of all unpaid and overdue taxes.
- 15. In the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the powers of the Council of the Corporation, only such provision or section, as the case may be shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.
- 16. This By-Law shall come into force on and take effect upon final passing.

Read a first, second, third time and finally passed in open Council this 8th day of May 2018.

Mayor – George A. Bridge

C.A.O. Clerk – Bill White

Town of Minto 2018 Tax Rates

By-Law 2018-30

Schedule "A"

Tax Class	Assessment	General Tax Rate		County Tax Rate		School Board Tax Rate		Total Rural Tax Rate	
		rate	dollar	rate	dollar	rate	dollar	rate	dollar
Residential (RT)	649,388,748	0.00545469	3,542,214.31	0.00627863	4,077,271.67	0.00170000	1,103,960.87	0.01343332	8,723,446.86
Multi-Residential (MT)	5,155,850	0.01036392	53,434.82	0.01192939	61,506.13	0.00170000	8,764.95	0.02399331	123,705.89
New Multi-Residential (NT)	0	0.00600016	-	0.00690649	-	0.00170000	-	0.01460665	-
Managed Forests (TT)	815,541	0.00136367	1,112.13	0.00156966	1,280.12	0.00042500	346.60	0.00335833	2,738.86
Farmlands (FT)	315,528,164	0.00136367	430,277.08	0.00156966	495,271.15	0.00042500	134,099.47	0.00335833	1,059,647.70
Pipelines (PT)	2,617,088	0.01227306	32,119.68	0.01412691	36,971.36	0.01340000	35,068.98	0.03979997	104,160.02
					-		-		
COM. Occupied (CT)	54,321,743	0.00813295	441,796.17	0.00936144	508,529.59	0.01000583	543,534.13	0.02750022	1,493,859.89
COM. Excess Land (CU)	278,350	0.00569306	1,584.66	0.00655300	1,824.03	0.00700408	1,949.59	0.01925013	5,358.27
COM. Vacant Land (CX)	574,750	0.00569306	3,272.08	0.00655300	3,766.33	0.00700408	4,025.60	0.01925013	11,064.01
COM. New Const Occ (XT)	10,828,773	0.00813295	88,069.90	0.00936144	101,372.91	0.01000583	108,350.86	0.02750022	297,793.67
COM. New Const Excess Land (XU)	56,450	0.00569306	321.37	0.00655300	369.92	0.00700408	395.38	0.01925014	1,086.67
			-		-		-		
IND. Occupied (IT)	10,343,754	0.01309127	135,412.84	0.01506871	155,867.05	0.01340000	138,606.30	0.04155998	429,886.19
IND. Excess Land (IU)	321,760	0.00850932	2,737.96	0.00979466	3,151.53	0.00871000	2,802.53	0.02701399	8,692.02
IND. Vacant Land (IX)	370,750	0.00850932	3,154.83	0.00979466	3,631.37	0.00871000	3,229.23	0.02701399	10,015.44
IND. Hydro (IH)	46,900	0.01309127	613.98	0.01506871	706.72	0.01340000	628.46	0.04155998	1,949.16
IND. New Const Occ (JT)	1,119,700	0.01309127	14,658.29	0.01506871	16,872.44	0.01090000	12,204.73	0.03905998	43,735.46
IND. New Const Excess Land (JU)	0	0.00850932	-	0.00979466	-	0.00708500	-	0.02538899	-
LG IND. Occupied (LT)	12,280,550	0.01309127	160,767.95	0.01506871	185,052.07	0.01340000	164,559.37	0.04155998	510,379.39
LG IND. Excess Land (LU)	78,550	0.00850932	668.41	0.00979466	769.37	0.00871000	684.17	0.02701399	2,121.95
TOTAL	1,064,127,421		4,912,216.46		5,654,213.77		2,263,211.22		12,829,641.45

PAYMENT IN LIEU

Tax Class	Assessment	General Tax Rate		County Tax Rate		School Board Tax Rate		Total Rural Tax Rate	
		rate	dollar	rate	dollar	rate	dollar	rate	dollar
Commercial - Full (CF)	2,758,750	0.00813295	22,436.78	0.00936144	25,825.87	0.01000583	27,603.58	0.02750022	75,866.23
Commercial - Gen (CG)	1,450,000	0.00813295	11,792.78	0.00936144	13,574.08	0.00000000	-	0.01749439	25,366.87
Commercial - Full Vacant Land (CR)	21,000	0.00569306	119.55	0.00655300	137.61	0.00700408	147.09	0.01925013	404.25
Landfill - Full (HF)	0	0.00790930	-	0.00910401	-	0.00911084	-	0.02612415	-
Industrial Full (IF)	0	0.01309127	-	0.01506871	-	0.01340000	-	0.04155998	-
Industrial Full Vacant (IY)	0	0.00850932	-	0.00979466	-	0.00871000	-	0.02701399	-
Multi-Residential Full (MP)	0	0.01036392	-	0.01192939	-	0.00170000	-	0.02399331	-
Residential Full (RP)	0	0.00545469	-	0.00627863	-	0.00170000	-	0.01343332	-
Residential Gen (RG)	153,750	0.00545469	838.66	0.00627863	965.34	0.00000000	-	0.01173332	1,804.00
TOTAL PIL	4,383,500		35,187.78		40,502.90		27,750.67		103,441.35
GRAND TOTAL	1,068,510,921		4,947,404.24		5,694,716.67		2,290,961.89		12,933,082.80

Town of Minto 2018 Street Light Tax Rates

By-Law 2018-30

Schedule "B"

Tax Class	Area Assess	St Ltg Area Tax Rate	
		rate	dollar
Residential (RT)	401,348,469	0.00036068	144,758.37
Multi-Residential (MT)	5,155,850	0.00068529	3,533.26
New Multi-Residential (NT)	0	0.00039675	-
Managed Forests (TT)	0	0.00009017	-
Farmlands (FT)	2,289,506	0.00009017	206.44
Pipelines (PT)	1,477,088	0.00081153	1,198.70
			-
COM. Occupied (CT)	39,925,007	0.00053777	21,470.63
COM. Excess Land (CU)	123,600	0.00037644	46.53
COM. Vacant Land (CX)	371,500	0.00037644	139.85
COM. New Const Occ (XT)	6,857,723	0.00053777	3,687.90
COM. New Const Excess Land (XU)	56,450	0.00037644	21.25
			-
IND. Occupied (IT)	8,018,792	0.00086563	6,941.32
IND. Excess Land (IU)	263,410	0.00056266	148.21
IND. Vacant Land (IX)	370,750	0.00056266	208.61
IND. Hydro (IH)	41,350	0.00086563	35.79
IND. New Const Occ (JT)	792,000	0.00086563	685.58
IND. New Const Excess Land (JU)	0	0.00056266	-
			-
LG IND. Occupied (LT)	12,280,550	0.00086563	10,630.44
LG IND. Excess Land (LU)	78,550	0.00056266	44.20
			-
TOTAL	479,450,595		193,757.08

PAYMENT IN LIEU

Tax Class	Area Assess.	St Ltg Area Tax Rate	
		rate	dollar
Commercial - Full (CF)	2,723,250	0.00053777	1,464.49
Commercial - Gen (CG)	1,450,000	0.00053777	779.77
Commercial - Full Vacant Land (CR)	0	0.00037644	-
Landfill - Full (HF)	0	0.00052299	-
Industrial Full (IF)	0	0.00086563	-
Industrial Full Vacant (IY)	0	0.00056266	-
Multi-Residential Full (MP)	0	0.00068529	-
Residential Full (RP)	0	0.00036068	-
Residential Gen (RG)	0	0.00036068	-
			-
TOTAL PIL	4,173,250		2,244.26
			-
GRAND TOTAL	483,623,845		196,001.34

The Corporation of the Town of Minto
By-Law No. 2018-31

By-law To Amend the Fees and Charges
For Recreation Charges and Fees

WHEREAS section 11 and Part III of the Municipal Act, 2001 authorize a municipality to pass by-laws respecting matters within the sphere of jurisdiction of public utilities;

AND WHEREAS notice of proposed fee increase for Recreation Charges and Fees was given in accordance with the Town's Notice By-law 2011-92,

AND WHEREAS Section 398 of the Municipal Act, 2001 provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Subsection 398 (2) of the Municipal Act, 2001 provides that the treasurer of a municipality may add fees or charges imposed by a municipality to the tax roll and collect them in the same manner as municipal taxes;

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

1. That Schedule "D" of By-law 2018-10 is repealed and replaced with Schedule "D" Recreation Charges and Fees as attached to this By-law.
2. This By-law shall come into force and takes effect on the 1st of May, 2018.

Read a first, second, third time and passed in open Council this 8th day of May, 2018.

Mayor – George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-Law No. 2018-31
Schedule “D”
Recreation Charges and Fees

	Price
Arena & Hall	
Auditorium (Friday or Saturday)	\$350.00 / day**
Kitchen (Friday or Saturday)	\$75.00 / day**
Set-up evening before rental (Friday or Saturday)	\$100.00 / day**
Small Room or under 50 people (Weekdays Only)	\$100.00 / day**
Auditorium (Sunday - Thursday)	\$250.00 / day**
Kitchen (Sunday - Thursday)	\$50.00 / day**
Set-up evening before rental (Sunday - Thursday)	\$50.00 / day**
Complete Hall & Kitchen for Youth Tournaments	\$250.00 / day**
Arena Surface (Licensed Event)	\$500.00 / day**
Curling Surface (Licensed Event)	\$400.00 / day**
Arena Surface (Non-licensed Event)	\$450.00 / day**
Curling Surface (Non-licensed Event)	\$350.00 / day**
Harriston Train Station	
Full Day (Non-Licensed)	\$75.00 / day**
Small Meeting, Community Use	\$15.00 / hour**
Norgan Theatre	
Theatre Area	\$50.00 / hour or \$300.00 / day**
Birthday Party	\$75.00
Arena	
Adult	\$128.00 / hour**
Local Youth Organized Sport (Saturdays)	\$97.00 / hour**
Local Youth Organized Sport	\$105.00 / hour**
Out of Town User (Minor Only)	\$116.00 / hour**
School / Non-Prime Ice (Weekdays 9am-5pm)	\$60.00 / hour**
School Physical Education Class	\$40.00 / hour**
Private Shinny	min \$40.00, max \$60.00 / hour**
Public Shinny	\$5.00 / person
Shinny Pass	\$75.00/year
Sponsor Public Skating (Corporate)	\$100.00 / session**
Indoor Summer Sports	\$50.00 / hour**

The Corporation of the Town of Minto
By-Law No. 2018-31
Schedule “D”
Recreation Charges and Fees

	Price
Ball Diamonds	
Minor	\$36.00/ player**
Adult and Single Game (up to 15 games)	\$50.00 / game**
Tournament - Adult - 1 day	\$250.00 / diamond**
Tournament - Adult - 2 day	\$300.00 / diamond**
Tournament - Adult - 3 day	\$350.00 / diamond**
Tournament - Minor - 1 day	\$175.00 / diamond**
Tournament - Minor - 2 day	\$200.00 / diamond**
Tournament - Minor - 3 day	\$225.00 / diamond**
Lights Left On	\$50.00 / occurrence**
Soccer Fields	
Minor	\$36.00 / player**
Adult and Single Game	\$50.00 / game**
Parks	
Pavilion (Non-licensed)	\$60.00 / day**
Pavilion (Licensed)	\$100.00 / day**
Outdoor Fitness	\$15.00 an hour
Summer Adventure Camp	
Per Day	\$32.00
Week - 1 Child, 2 Children (Same Family, Each)	\$140.00 / \$125.00
Swimming Lessons	March 31 / April 1
Red Cross Swim Preschool & Swim Kids (Level 1 - 4)	\$70.00 / \$75.00
Red Cross Swim Kids (Level 5 - 8)	\$75.00 / \$80.00
Red Cross Swim Kids (Level 9 - 12)	\$75.00 / \$80.00
Advanced Programs	
Bronze Star	\$150.00
Bronze Medallion	\$200.00
Bronze Cross	\$200.00
Combined Bronze Medallion/ Cross	\$350.00

The Corporation of the Town of Minto
By-Law No. 2018-31
Schedule “D”
Recreation Charges and Fees

	Price
Private Swimming Lessons	
1 Private Swimming Lesson (1/2 hour)	\$20.00
5 Private Swimming Lessons (1/2 hour)	\$90.00
8 Private Swimming Lessons (1/2 hour)	\$130.00
10 Private Swimming Lessons (1/2 hour)	\$160.00
1 Semi-Private Lesson (1/2 hour) - max 3 children	\$17.00
5 Semi-Private Lessons (1/2 hour) - max 3 children	\$75.00
8 Semi-Private Lessons (1/2 hour) - max 3 children	\$110.00
10 Semi-Private Lessons (1/2 hour) - max 3 children	\$130.00
Pool Programs	
Junior Lifeguard Club	\$40.00
Swim Team Individual	\$60.00
Swim Team Family	\$140.00
Pool Admissions	
Individual Seasons Pass	\$100.00
Family Seasons Pass	\$200.00
Book of 10 Passes	\$32.00
Single Admission (5 years of age+)	\$4.00
Single Family Admission (max 6 family members)	\$14.00
Aqua Fit, Aqua Boot Camp, Aqua Zumba Single Admission	\$7.00
Pool Rental	
Under 25 people	\$100.00**
Over 25 people	\$150.00**
School	\$2 / child
Other Programs	
Babysitter Course	\$50.00
Hometown Ball	\$40.00
Grassroots Hockey	\$90.00
Grassroots Soccer	\$40.00
Smart Serve	\$50.00
Fitness Classes	\$50.00

The Corporation of the Town of Minto
 By-Law No. 2018-31
 Schedule “D”
 Recreation Charges and Fees

	Price
Extras	
Buck & Doe & Wedding Reception Combo (discount off 2nd rental)	(\$100)
Table rental (Wooden Only)	\$5.00 / day
Chair rental	\$1.00 / day
Arena Ice Ad	\$300.00**
Arena Board Ad	\$300.00**
Arena Resurfacer Ad	\$1,000 **
Wall Hung Board Ad	\$200.00**
Camp site (groups 15 or more, agreement required)	\$25.00 / 1 day**
Camp site (groups 15 or more, agreement required)	\$40.00 / 2 days**
Camp site (groups 15 or more, agreement required)	\$50.00 / 3 days**

Non-Ice Rates Effective January 1st of Calendar Year

Ice Rates Effective July 1st of Calendar Year

** plus HST

The Corporation of the Town of Minto
By-Law No. 2018-32

to Authorize the Execution of a Site Plan Agreement
with Quality Developments Inc. George Street, Harriston

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

AND WHEREAS the Corporation of the Town of Minto approved a site plan subject to execution of a site plan agreement under Section 41 of the Planning Act, R.S.O. 1990, c. P.13; Quality Developments Inc. legally described as Part of Park Lots 5, 6, 12 and Part of Park Lot 4 and 5 Northeast of George Street more particularly described as Part 6 Plan 61R-21207, and Part 2 and Part 4 Plan 61R-21306

AND WHEREAS the parties hereto have agreed upon the terms as set out in the attached Site Plan Agreement, in substantially the same form affixed hereto as Schedule “A” to this By-law;

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

1. That the Mayor and C.A.O. Clerk are hereby authorized and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and Quality Developments Inc. attached as Schedule “A” to this By-law.
2. That the Site Plan Agreement shall apply to lands in The Town of Minto legally described as Part of Park Lots 5, 6, 12 and Part of Park Lot 4 and 5 Northeast of George Street more particularly described as Part 6 Plan 61R-21207, and Part 2 and Part 4 Plan 61R-21306.
3. That this By-law shall come into force and effect on the date of its passing thereof.
4. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 8th day of May, 2018.

Mayor George A. Bridge

C.A.O. Clerk Bill White

The Corporation of the Town of Minto
By-law No. 2018-33

To confirm actions of the Council of the
Corporation of the Town of Minto
Respecting a meeting held May 8, 2018

WHEREAS the Council of the Town of Minto met on May 8, 2018 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 May 8, 2018 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 8th day of May, 2018.

Mayor George A. Bridge

C.A.O. Clerk Bill White