

Tuesday, August 7, 2018 Closed Session starts at 2:30 p.m. and Open Session begins at 3 p.m. Council Chambers

			Pages
1.	Call t	o Order	
2.	Discle	osure of Pecuniary Interests Under the Municipal Conflict of Interest Act	
3.	Motio	on to Convene into Closed Session	
	a.	Previous Minutes of the July 3, 2018 Closed Session	
	b.	Labour relations or employee negotiations - Economic Development	
	C.	Labour relations or employee negotiations - Recreation	
4.	Motio	on to Convene into Open Session	
5.	Minu	tes of Previous Meeting	
	a.	Regular Council Minutes of July 3, 2018	1
6.	Addit	ional Items Disclosed as Other Business	
7.	Motio	on to Convene into Court of Revision	
	a.	Municipal Drain 24	19
	b.	Municipal Drain 39	80
	c.	Municipal Drain 60	143
0	Door	lution Marring Occupations Committee of the Whele to Compider Bublic	

8. 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

9.	Public	Meetings to begin at 5 p.m.	
	a.	ZBA 2018-06, 5543 Minto-Normanby Townline, Brubacher	185
	b.	ZBA 2018-07, 5411 7th Line, Wassink	196
10.	Deleg	ations	
	a.	Sarah Bowers-Peter, Update on Crime Stoppers Guelph Wellington program	
	b.	Ryan Deyell and Dave Richenback, Audit presentation	205
11.	Public	Question Period	
12.	Corre	spondence Received for Information or Requiring Direction of Council	
	a.	Ontario Human Rights Commission, Annual Report and Strategic Plan	259
	b.	Upper Grand District School Board, Long Term Accommodation Plan	351
	c.	County of Wellington, Council Resolution - Road Watch Programme OPP	456
	d.	Ministry of Transportation, Rehabilitation of Highway 9 from Clifford to Harriston	459
	e.	College of Physicians and Surgeons of Ontario, Call for Nominations for 2019 Council Award Honouring Outstanding Physicians	463
	f.	Clifford Recreation Association, August Newsletter	468
	g.	Mapleton Seniors' Centre for Excellence, August Monthly Newsletter and Calendar	470
	h.	Wellington Christian Farmers Association, Invitation to Annual Summer BBQ	472
	i.	City of Hamilton, Resolution - Cannabis Grace Period	473
	j.	MPP Randy Pettapiece, News Release - Pettapiece speaks on Arthur fire, again urges passage of Rea and Walter Act	474
	k.	Waterloo Wellington LHIN- Newsletter	475
13.	-	rts of Committees and Town Staff, Matters Tabled and Motions for Which e Has Been Previously Given	

a. Committee Minutes for Receipt

b. Committee Minutes for Approval

c. Staff Reports

1.	Economic Development and Tourism Department, Year in Review 2017/2018	483
2.	By Law Enforcement Officer, Lifetime Dog Tags	515
3.	Building Assistant, Site Plan Approval 2380681 Ontario Limited	517
4.	Building Assistant, B85/18 – Cherie & Henri Nieuwenhoff Severance 101/111 Elora Street N, Clifford	519
5.	Building Assistant, Site Plan Approval, J & A Devries, 141 Frank Lambier Court, Palmerston	522
6.	Building Assistant, B76/18 and B77/18 Lots 76-79 Robinson and Metzger Severance	524
7.	Chief Building Official, Building Department Monthly Review April- June	529
8.	Chief Building Official, MTO Noise By-Law Exemption Request	538
9.	Emergency Manager, Annual Emergency Management Program Report	545
10.	C.A.O. Clerk, Public Works Structure	560
11.	C.A.O. Clerk, First Draft West Palmerston Secondary Plan	564
12.	Roads and Drainage Manager, Amendments to Parking By-law. Palmerston Industrial Park	586
13.	Roads and Drainage Manager, Minimum Maintenance Standards Update Sidewalks	588
14.	Treasurer, Approval of Accounts	597

d. Other Business Disclosed as Additional Items

14. Motion to Return To Regular Council

15. Notices of Motion

16. Resolution Adopting Proceedings of Committee of the Whole

17. By-laws

a.	2018-57, Temporary Road Closure Harriston Soap Box Derby	600
b.	2018-58, Temporary Road Closure Harriston Street Party	601
c.	2018-59, Amend parking By-law 5000-05	602
d.	2018-60, Site Plan Agreement 2380681 Ontario Inc	605
e.	2018-61, Site Plan Agreement J&A Devries Construction Inc	622
f.	2018-62, Amend Dog Licence By-law	638
g.	2018-63, Amend Zoning 5411 7th Line Minto	639
h.	2018-64, Sign Lease Agreement with Quality Development Inc	642
i.	2018-65, Confirming Proceedings of August 7, 2018 Committee of the Whole/Council Meeting	651

18. Adjournment



Council Minutes Tuesday, July 3, 2018 2:30 p.m. Council Chambers

Council Present:

Deputy Mayor Ron Faulkner Councillor Mary-Lou Colwell

Councillor Dave Turton Councillor Judy Dirksen Councillor Ron Elliott Council Regrets:

Mayor George A. Bridge Councillor Jean Anderson

Staff Present for all or part of the meeting:

Bill White, C.A.O. Clerk Annilene McRobb, Deputy Clerk, Recording Secretary

Gordon Duff, Treasurer Terry Kuipers, Chief Building Official

Quinn Foerter Clerk's Assistant Belinda Wick-Graham, Business & Economic Manager

Michelle Brown, Building Assistant Mike McIsaac, Road & Drainage Foreman

- 1. Call to Order 2:30 p.m.
- 2. Disclosure of Pecuniary Interests Under the Municipal Conflict of Interest Act
 Councillor Colwell declare a conflict of interest for item 13 c) 7) Temporary Extension of
 Liquor License Harriston Legion Br. 296 and Councillor Dave Turton declared a conflict of
 interest for item 13 c) 1) Signage Grant Dr. Shawn McDonald 16 John St. Palmerston
- 3. Motion to Convene into Closed Session

RESOLUTION 2018-123

Moved By: Councillor Elliott; Seconded By: Councillor Colwell THAT The Council of the Town of Minto conduct a meeting Closed to the Public to discuss the following:

- Previous Minutes of the May 22, 2018 Closed Session
- Labour Relations or Employee Negotiations- Public Works
- Labour Relations or Employee Negotiations- Employee Benefits

Carried

4. Motion to Convene into Open Session 3:10 p.m.

RESOLUTION 2018-124

Moved By: Councillor Dirksen; Seconded By: Councillor Turton THAT The Council of the Town of Minto resume into open Council.

Carried

- 5. Minutes of Previous Meeting
- a. Regular Council Minutes of June 19, 2018

RESOLUTION 2018-125

Moved By: Councillor Elliott; Seconded By: Councillor Colwell THAT the minutes of the June 19, 2018 Council Meeting be approved.

Carried

6. Additional Items Disclosed as Other Business

Councillor Turton and Dirksen and Deputy Mayor Faulkner disclosed items.

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

RESOLUTION 2018-126

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

Carried

- 8. Public Meeting 5:00 p.m.
- a. Notice of Engineer's Report Section 4 Drainage Act Municipal Drain 39-2018 Parts of Lots 5 to 7, Concessions 6 and 7, in the Town of Minto, County of Wellington

Deputy Mayor Faulkner Chaired the Public Meeting and called the meeting to order at 5:02 p.m. C.A.O. Clerk White advised the meeting is to consider the amended Engineering report prepared by Dietrich Engineering Limited dated June 20, 2018 for Drain 39-2018. Notice of the meeting was sent to 10 Landowners with copies of the amended report. Copies of the amended report were circulated to Town Staff, Ministry of Agriculture, Food and Rural Affairs, Ministry of Natural Resources and Saugeen Valley Conservation Authority.

Chair Faulkner called on Greg Nancekivell of Dietrich engineering who summarized the changes to the constructions costs in the report which did not change the assessments.

Town staff had no comments. Chair Faulkner called on persons to provide information that might influence Council's decision on the matter, and an opportunity for affected landowners to add or remove their names from the petition. No one came forward. The Chair stated Council must decide whether or not to proceed with the project by provisionally adopting the engineer's report by by-law, or referring the report back to the engineer for modifications. There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure.

C.A.O. Clerk noted that a provisional by-law will be presented during open Council at the wish of Council. Chair Faulkner officially adjourned the meeting at 5:05 p.m.

b. Notice of Engineer's Report Section 4 Drainage Act Municipal Drain 24-2018 Parts of Lots 104 to 110, Concession C and Parts of Lots 103 to 108, Concession D in the Town of Minto, County of Wellington.

Deputy Mayor Faulkner Chaired the Public Meeting and called the meeting to order at 5:06 p.m. The C.A.O. Clerk noted the meeting is to consider the engineering report prepared by Dietrich Engineering Limited dated June 22, 2018 for Drain 24-2018. Notice of the meeting was sent to 13 Landowners with copies of the amended report. Copies of the report were circulated to Town Staff, Ministry of Agriculture, Food and Rural Affairs, Saugeen Valley Conservation Authority and Ministry of Natural Resources.

Chair Faulkner called on Greg Nancekivell of Dietrich Engineering who provided a summary of the report noting that the original petition for this drain was started in 2012.

Town staff had no comments. Chair Faulkner called on persons in attendance wishing to provide information that might influence Council's decision on the matter. Helmut Seebach came forward and stated that he felt that the assessment is too high for his property. Mr. Nancekivell noted Mr. Seebach owns two farms that benefit from the work which increases his cost. Court of Revision is a landowner's opportunity to ask to revise the assessment.

The Chair noted Council decides whether or not to proceed with the project by provisionally adopting the engineer's report by by-law, or referring the report back to the engineer for modifications. There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure. The C.A.O. Clerk White noted a provisional by-law will be presented during open Council. Chair Faulkner officially adjourned the meeting at 5:17 p.m.

c. Zoning Amendment -Doug Chalmers Inc. & Nicholaas Hendrik Brouwer ZBA2018-04 Deputy Mayor Faulkner Chaired the meeting and called it to order at 5:18 p.m. requesting any member of the public present to please sign the attendance record.

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

C.A.O. Clerk White stated the subject property is located on CON D PT LOT 114 PART 1 with a municipal address of 6739 Wellington RD 109 & 6630 Wellington RD 123, Teviotdale, Town of Minto. The proposed amendment would rezone part of the subject lands from:

- Agricultural Exception (A-61) to Light Industrial M1-41 and to allow the fueling and parking of school buses
- Agricultural Exception (A-61) to Unserviced Residential Zone (R1A)
- Agricultural Exception (A-61) to Rural Industrial (RIN)
- To permit a reduced lot area of about 8.29 ha (20.5 ac) for the retained parcel

Rezoning was filed in conjunction with severance applications B52/18, B53/18 and B54/18 currently before the County Land Division Committee. The proposed severances would add additional land to properties at 6624, 6630, and 6634 Wellington Road 123. The proposed severed parcels are currently zoned Agricultural Exception (A-61). The rezoning would place the severed parcels in the same zone as the existing lots which are being added to/merged. Notices as mailed to property owners within 400 feet or 120 meters of the lands and applicable agencies June 14, and posted on the subject properties. Reports were received from Town staff and County of Wellington Planners who are present.

Chair Faulkner called on applicant or agent to provide comments on the proposed amendment or anyone in favour of the proposed amendment. No one came forward.

Chair Faulkner called on persons opposed to the proposed amendment. Judy Wass of 6733 Wellington Road 109 came forward with concerns regarding the re-zoning from Agricultural to Light Industrial and asked for clarification on light industrial uses. Curtis Marshall, Senior Planner of the County of Wellington was in attendance and provided information.

Chair Faulkner stated that if you wish to be notified of the decision of the Council of the Town of Minto in respect to the proposed Zoning By-law Amendment application, you must make a written request to the Clerk of the Town of Minto at 5941 Highway 89, Harriston, NOG 1ZO or by email at Bwhite@town.minto.on.ca with no further comments Chair Faulkner adjourned the Public Meeting at 5:31 p.m.

Report B52/18, B53/18 and B54/18 Doug Chalmers Inc & Nicholas Brouwer Severance Municipally known as, 6624, 6630,6634 Wellington Rd 123

Building Assistant Michele Brown presented her report regarding the severances.

MOTION: COW 2018-182

Moved by: Councillor Turton; Seconded by: Councillor Colwell

THAT the Council recommends County of Wellington Land Division Committee approve Severance Applications B52/18, B53/18 and B54/18, Doug Chalmers Inc & Nicholas Brouwer Severance municipally known as, 6624, 6630,6634 Wellington Rd 123, Teviotdale, Town of Minto and that the following conditions be considered:

- 1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
- 2. That the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.
- 3. THAT the applicant prepares and submit a grading and drainage plan for the retained portion to the satisfaction of the Town of Minto, which may require a plan prepared by a professional engineer prior and that the owner complete the provisions of the approved grading and drainage plan and storm water management plan pursuant to development of the subject lands.
- 4. THAT the applicant obtains a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.

Carried

- 9. Minor Variance Public Meeting 5:00 p.m.
- a. Minor Variance Application File No.MV-2018-04, WrightHaven Homes (See Schedule "A" attached for Minutes)

RESOLUTION 2018-127

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott THAT The Committee of the Whole convenes into Committee of Adjustment.

Carried

10. Delegations

a. Bill Nelson, Coldwell Banker, Quality Homes Signage

Bill Nelson outlined proposed signage for the Harriston Heights project some of which they propose on Town owned lands. He provided packages showing the land they would like to use. Quality Homes is also renting space at Launchlt for sales. The C.A.O. Clerk noted on-

line opportunities to advertise through the Town website and suggested if Council is interested that an agreement be developed.

MOTION: COW 2018-161

Moved by: Councillor Turton; Seconded by: Councillor Dirksen

THAT Council instructs staff to bring forward a proposed agreement for possible rental of town lands for signage related to the Heritage Heights Quality Engineering Homes development.

Carried

11. Public Question Period- No one came forward

12. Correspondence Received for Information or Requiring Direction of Council

- a. The Town of Amherstburg, Resolution Cannabis Grace Period Request
- b. Township of Montague, Resolution Municipal Authority over Landfill Sites
- c. Guelph Wellington Crime Stoppers, Summer Newsletter
- d. Wellington-Dufferin-Guelph Public Health, Considerations: Town of Minto Strategic Plan Update
- e. Ombudsman Annual Report
- f. Mapleton Seniors Centre for Excellence, July Calendar and Newsletter
- g. Mervin Bearinger, withdrawal of Zoning for Dog Kennel (provided to Council at meeting)

C.A.O. Clerk White noted that item g) was a withdrawal of a re-zoning request that had been deferred at the previous meeting. Item d) was pulled for discussion.

MOTION: COW 2018-162

Moved by: Councillor Colwell; Seconded by: Councillor Turton

THAT correspondence Item d) Wellington-Dufferin-Guelph Public Health, Considerations:

Town of Minto Strategic Plan Update is referred to the 2018-2020 Council.

Carried

MOTION: COW 2018-163

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

THAT correspondence is received as information.

Carried

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

- a. Committee Minutes for Receipt
- 1. Maitland Valley Conservation Authority Board Meeting Minutes of March 21, 2018
- 2. Maitland Valley Conservation Authority Board Meeting Minutes of May 16, 2018

3. Source Protection Committee Meeting Minutes of January 26, 2018

MOTION: COW 2018-164

Moved By: Councillor Turton; Seconded By: Councillor Dirksen

THAT the Maitland Valley Conservation Authority Board Meeting Minutes of March 21, 2018, Maitland Valley Conservation Authority Board Meeting Minutes of May 16, 2018 and Source Protection Committee Meeting Minutes of January 26, 2018 be received for information.

Carried

- b. Committee Minutes for Approval
- 1. Cultural Roundtable Committee Minutes of June 18, 2018
 Belinda Wick-Graham reviewed the process for voting for the Cool Cones and noted the Chamber Summer BBQ is July 12 at 6 pm at the Lions Park.

MOTION: COW 2018-165

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

THAT Council receives the Cultural Roundtable Committee Minutes of June 18, 2018 and approves any recommendations contained therein.

Carried

- c. Staff Reports
- Business & Economic Manager, Signage Grant Dr. Shawn McDonald 16 John St. Palmerston

Councillor Turton declared a conflict of interest and abstained from voting.

MOTION: COW 2018-166

Moved By: Councillor Colwell; Seconded By: Councillor Elliott

THAT Council receives the Business & Economic Manager's June 18, 2081 report and approves Signage Improvement Grant Application #H15 for the amount of \$240.00 for property located at 16 John St. Harriston (Dr. Shawn McDonald).

Carried

2. Business & Economic Manager, Palmerston Electronic LED Communications Sign Project

The Business & Economic Manager noted the project was in development with several partners since 2014. Funding commitments of \$20,500 have been secured as well as rental income to the Town that will cover the cost of the signage.

MOTION: COW 2018-167

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT the Council receives the June 28, 2018 report from the Business & Economic Manager regarding the Palmerston Electronic LED Communications Sign Project and recommends to the Council of the Town of Minto to accept the quote from Raynbow Signs for \$33,053 + HST for a monument style LED sign including cap and sponsor signs.

Carried

3. By-law & Fire Inspection Officer, Crowne Theatre Ice Cream Shoppe The By-law & Fire Inspection Officer reviewed the proposed encroachment.

MOTION: COW 2018-168

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

THAT Council accepts the By-law Enforcement & Fire Prevention Officers report dated July 3, 2018 regarding Crowne Theatre Ice Cream Shoppe signage and that the exception to By-law 2018-40 be granted to allow a projection over 1.06 metres into Elora Street Harriston subject to the Building and Bylaw Department receiving sufficient information to confirm the supporting structure and means to attach to the building is adequate.

Carried

4. Clerk's Assistant, Realty Circulation 6756 Wellington Road 109 Clerk's Assistant Foerter noted Town staff did not identify an interest in the land. An abutting owner started the process to buy it. Council discussed buying the land to enable sale.

MOTION: COW 2018-169

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen
THAT Council accepts the Clerk's Assistant June 27, 2018 report regarding the Broader
Public Sector Circulation of 6756 Wellington Road 109 and directs staff to inform
Infrastructure Ontario that the Town of Minto has no interest in purchasing said property.

Carried

5. Deputy Clerk, Treasurer, C.A.O. Clerk 2018-2022 Council Remuneration; One third tax free exemption

C.A.O. Clerk White explained rates for next term increased slightly within the same structure. Two amounts are shown in case the one-third tax-free portion is removed January 1, 2019.

MOTION: COW 2018-170

Moved By: Councillor Colwell; Seconded By: Councillor Turton

THAT Council receives the Deputy Clerk, Treasurer and C.A.O. Clerk's report 'Remuneration 2018-22 Council Term; One-third tax exemption, that Council considers the Remuneration by-law term as well as the one-third tax-free allowance bylaws in open session.

Carried

6. Deputy Clerk, Holiday Hours, Preliminary 2019 Council Schedule
The Deputy Clerk reviewed holiday hours and the proposed schedule. The next Council can alter the proposed schedule if required.

MOTION: COW 2018-171

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell

THAT Council receives the Deputy Clerk's report regarding 2019 Council Meeting Dates & Christmas Office Hours and approves closing the municipal office Friday December 21, 2018 at 5pm re-opening January 2, 2019 at 8:30 am with staff taking banked time or vacation to cover non-statutory dates, and tentatively sets budget and Council meeting dates as outlined subject to final review at the start of the new term

Carried

7. Deputy Clerk, Temporary Extension of Liquor License – Harriston Legion Br. 296 Having previously declaring a conflict of interest, Councillor Colwell stepped down from her seat for this item. The Deputy Clerk noted how the Legion patio tied into weekend events.

MOTION: COW 2018-172

Moved By: Councillor Elliott; Seconded By: Councillor Turton

THAT Council has no objection to the extension of the proposed extended licensed area at the Harriston Legion Branch 296, as outlined in their letter dated June 27, 2018, with respect to Harriston Downtown Street Party August 11, 2018, and that the Deputy Clerk provides a letter of Non-Objection to the Harriston Legion Branch 296.

Carried

Councillor Colwell returned to her seat.

8. Deputy Clerk, Ontario Drainage Act, Court of Revision
The Deputy Clerk explained the appointments deal with drainage matters until year end. An alternate is needed in case the Mayor, Deputy Mayor or Public Works Chair cannot attend.

MOTION: COW 2018-173

Moved By: Councillor Colwell; Seconded By: Councillor Turton

THAT Council receives the Deputy Clerk's report dated June 28, 2018 regarding Ontario Drainage Act, Court of Revision and that the Mayor, Deputy Mayor and Chair of Public Works plus Councillor Elliott as an alternate member be appointed to Court of Revision to sit for proceedings respecting Municipal Drain 24, Municipal Drain 39 and Municipal Drain 60 and any other municipal drains that may come forward during this term of Council.

Carried

9. C.A.O. Clerk, White's Junction Trail Bridge, Structure O
C.A.O. Clerk White noted the estimated cost to replace this bridge is approximately
\$100,000 with a deductible of \$50,000. The cost to remove the bridge is \$20,000.

MOTION: COW 2018-174

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen

THAT Council receives the C.A.O. Clerk's June 29, 2018 report regarding White's Junction Side Trail Bridge, Structure O and directs staff to work with its insurer regarding replacement of the bridge.

Carried

10. C.A.O. Clerk, Electronic Vehicle Charging Stations

The CAO Clerk reviewed options. Jurgen Vandijken of Arntjen Solar offered added information.

MOTION: COW 2018-175

Moved By: Councillor Colwell; Seconded By: Councillor Turton

THAT Council receives the C.A.O. Clerk's June 28, 2018 report regarding Installment Options 1 and 2, Arntjen, Provincial Workplace Electric Vehicle Charging Program, and that the Town proceed with Option 2 for installation of one Level 2 ChargePoint EV Charger at Town Office, Harriston Arena, Palmerston Arena, and Lion's Park near the water tower at a net cost to the Town of \$4,800 after the Provincial subsidy and Arntjen revenues.

Carried

11. Roads & Drainage Foreman, Speed Limit 12th Line and Pike Lake Road Roads and Drainage Foreman McIsaac stated traffic has increased on this road from about 300 vehicles a day in 2011 to around 800 vehicles a day currently.

MOTION: COW 2018-176

Moved By: Councillor Dirksen; Seconded By: Councillor Elliott

THAT Council receives the Road Foreman's May 26, 2018 report Speed Reduction 12th Line and Pike Lake Road and considers a bylaw in regular session approving a speed limit of 60km/h on Pike Lake Sideroad from Hwy 89 to the 12th Line of Minto and the 12th Line from Pike Lake Road to Wellington County Road 6 of Minto.

Carried

Councillor Turton assumed the Chair

12. Roads & Drainage Foreman, Quotations Cemetery Design Interring Cremated Remains

Roads & Drainage Foreman McIsaac advised three submissions were received in this quotation for design work.

MOTION: COW 2018-177

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

THAT Council receives the Road & Drainage Foreman's June 26, 2018 report and awards quotation PW2018-03 Design and Implementation options to inter cremated remains Minto Cemeteries to Hilton Landmarks, A Division of GSP Group to be completed concurrently for the maximum price of \$23,938 and the minimum price of \$14,880 excluding HST depending on the final work plan set by the Town based on the number of public meetings, site visits, financial recommendations and similar.

Carried

13. Treasurer and Road Foreman, Ontario Community Infrastructure Fund (OCIF)
Application Based Component – Top-Up

Treasurer Duff noted staff is continuing to work with West Grey regarding a joint application for the Minto Normanby Townline project. West Grey will provide direction July 3.

MOTION: COW 2018-178

Moved By: Councillor Colwell; Seconded By: Councillor Elliott THAT Council receives the Treasurer and Public Works Foreman's report dated June 28, 2018 for information purposes.

Carried

Councillor Colwell assumed the Chair

14. Treasurer, Approval of Accounts

Treasurer Duff noted payments for solar, Municipal Service Corp. Ioan, Rotary Park driveway, pools, Palmerston Train Museum, sponsorship, George Street and Elora Street Clifford.

MOTION: COW 2018-179

Moved By: Councillor Elliott; Seconded By: Deputy Mayor Faulkner THAT Council receives the Treasurer's report regarding Approval of Accounts, and approves accounts by Department for June 28, 2018 as follows: Administration \$171,331.70, People & Property \$1,745.93, Economic Development \$17,354.59, Incubator \$833.70, Fire \$33,109.27, Drains \$34,877.45, Roads \$297,731.16, Cemetery \$2,179.10, Waste Water \$11,979.08, Streetlights \$12,170.64, Water \$16,809.74, Town Landscaping Care \$1,228.20, Recreation \$14,245.37, Clifford \$17,925.12, Harriston \$13,530.31, Palmerston \$19,235.40, Norgan \$5,762.38 for a total of \$672,049.14.

Carried

Deputy Mayor Faulkner reassumed the Chair

15. Building Assistant, B57/18 – Christopher & Anita Mckay Severance 310 Queen St. S, Palmerston, Part Lots 7&8 s/s of Victoria St

Chief Building Official Kuipers noted six standard conditions are recommended.

MOTION: COW 2018-180

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen

THAT the Council recommends County of Wellington Land Division Committee approve Severance Application B57/18 Christopher & Anita Mckay Severance 310 Queen St. S, Palmerston, Part Lots 7&8 s/s of Victoria St, Palmerston, Town of Minto, and that the following conditions be considered:

- 1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
- 2. THAT the applicant satisfies the requirements of the Town of Minto in reference to Parkland Dedication as provided for in the Planning Act including where applicable paying cash-in-lieu of parkland in the amount of \$500 per lot or other specified in the applicable policy of the Town at the time of consent
- 3. THAT the applicant obtains written confirmation from the Town of Minto Public Works

 Department that satisfactory access arrangements to the subject lands have been made
 for the severed parcels including payment of applicable fees
- 4. THAT the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.
- 5. THAT the applicant obtains a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.
- 6. THAT the applicant provide proof of payment from the Town of Minto that outstanding frontage charges for water, sanitary sewer, and or storm sewer where applicable and required by the Town for the severed lot(s) at the rate established by policy in place at the time of payment of the frontage charge (for reference only and subject to change, the rate applicable at the time of this decision is \$221.00 per metre lot frontage), and that the applicant is also advised this does not include paying the cost of lateral connections
 Carried
- 16. Building Assistant, B55-18 Mahood Severance 5106 5th Line, Palmerston Lot 42 Concession 5

Chief Building Official Kuipers advised four standard conditions were recommended and a fifth could be considered related to road widening as part of the road is on private land.

MOTION: COW 2018-181

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen
THAT Council recommends County of Wellington Land Division Committee approve
Severance Application B55-18 Mahood Severance, Lot 42, Concession 5, 5106 5TH Line
Palmerston, and that the following conditions be considered:

- 1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
- 2. THAT the applicant supply to the Town of Minto proof that a new Drainage Assessment Schedule has been approved to ensure the reapportionment of the applicable municipal drain be completed to the satisfaction of the Local Municipality.
- 3. THAT the applicant obtains written confirmation from the Town of Minto Public Works

 Department that satisfactory access arrangements to the subject lands have been made
 for the severed parcel including payment of applicable fees.
- 4. THAT the applicant obtain a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.
- 5. THAT the applicant or owner dedicates such road widening to the Town as may be required to ensure the existing roadway is located on lands under the care and control of the municipality to the satisfaction of the Public Works Department.

Carried

d. Other Business Disclosed as Additional Items
Councillor Turton noted the Aug 10-12 Canada Packers weekend has many community
events planned. This Friday night is the Harriston Minto Ambassador of the Fair.

Councillor Dirksen noted Louise Marshall Hospital building project continues, safe rooms planned for Palmerston and Louise Marshall, and more parking at Palmerston proposed. Clifford Truck Show was well attended. Please support Clifford businesses during road work.

The C.A.O. Clerk White noted dust concerns during construction are common in dry conditions. Staff works with contractors on dust control. Modified hydro seeding mat is being tried on George Street North boulevards.

Deputy Mayor Faulkner noted the death of Richard Rock a volunteer on the Trails committee and former volunteer firefighter. The family is hosting a celebration of life Saturday July 7th.

Committee of the Whole recessed between 4:53 p.m. and 5:00 p.m.

14. Motion to Return To Regular Council

RESOLUTION 2018-128

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen THAT the Committee of the Adjustment convenes into Regular Council meeting.

Carried

- 15. Notices of Motion None
- 16. Resolution Adopting Proceedings of Committee of the Whole

RESOLUTION 2018-129

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

Carried

17. By-laws

a. 2018-49, Provisional By-law for Municipal Drain 39

RESOLUTION 2018-130

Moved By: Councillor Turton; Seconded By: Councillor Dirksen
THAT By-law 2018-49; to provide for drainage works in the Town of Minto known as
Municipal Drain 39; be introduced and read a first and second time and passed in open
Council.

Carried

b. 2018-50, Provisional By-law for Municipal Drain 60

RESOLUTION 2018-131

Moved By: Councillor Elliott; Seconded By: Councillor Turton THAT By-law 2018-50; to provide for drainage works in the Town of Minto known as Municipal Drain 60; be introduced and read a first and second time and passed in open Council.

Carried

c. 2018-51, Provisional By-law for Municipal Drain 24

RESOLUTION 2018-132

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen
THAT By-law 2018-51; to provide for drainage works in the Town of Minto known as
Municipal Drain 24; be introduced and read a first and second time and passed in open
Council.

d. 2018-52. To set the Council of the Town of Minto's Remuneration

RESOLUTION 2018-133

Moved By: Councillor Colwell; Seconded By: Councillor Turton THAT By-law 2018-52; To set the Council of the Town of Minto's Remuneration; be introduced and read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Carried

e. 2018-53, to retain one-third tax-free allowance for remuneration paid to municipal councillors for the 2014-18 term

RESOLUTION 2018-134

Moved By: Councillor Elliott; Seconded By: Councillor Dirksen

THAT By-law 2018-53; to retain the one-third tax-free allowance for remuneration paid to
members of municipal council for the 2014-18 term; be introduced and read a first, second,
third time and passed in open Council and sealed with the seal of the Corporation.

Carried

f. 2018-54, To Amend Zoning for 6739 Wellington Rd 109 and permit an additional use on 6630 Wellington Rd 123

RESOLUTION 2018-135

Moved By: Councillor Colwell; Seconded By: Councillor Elliott
THAT By-law 2018-54; To Amend Zoning for 6739 Wellington Rd 109 and permit an
additional use on 6630 Wellington Rd 123; be introduced and read a first and second time
and passed in open Council and sealed with the seal of the Corporation.

Carried

g. 2018-55 to establish a 60 km/h speed limit on sections of Pike Lake Road and the 12th Line

RESOLUTION 2018-136

Moved By: Councillor Turton; Seconded By: Councillor Elliott
THAT By-law 2018-55; By-law to set a Speed Limit of 60 km/hr on 12th Line between
Highway 89 and County Road 6, and Pike Lake Road from the 12th Line to Highway 89 In the
Town of Minto; be introduced and read a first, second, third time and passed in open
Council and sealed with the seal of the Corporation.

h. 2018-56, Confirming Proceedings of July 3, 2018 Committee of the Whole/Council Meeting

RESOLUTION 2018-137

Moved By: Councillor Colwell; Seconded By: Councillor Dirksen
THAT By-law 2018-56; To confirm actions of the Council of the Corporation of the Town of
Minto Respecting a meeting held July 3, 2018; be introduced and read a first, second, third
time and passed in open Council and sealed with the seal of the Corporation.

Carried

18. Adjournment 5:52 p.m.

RESOLUTION 2018-138

Moved By: Councillor Dirksen; Seconded By: Councillor Colwell 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

Schedule "A" Minutes of the Committee of Adjustment Hearing

Chair Faulkner called the Public Hearing to order at 5: 37 p.m. and stated any decision reached by this Committee today cannot be used to set a precedent. Each application considered by the Committee is dealt with on its own merits and no two applications are exactly the same. The Public Hearing is to consider Minor Variance Application File No. MV-2018-04 WrightHaven Homes Inc.

Secretary –Treasurer White stated the Subject Property is legally described as MINTO CON 1 PT LOT 20 RP 61R11191 PT PART 1, municipally known as Main Street East Palmerston, Town of Minto. The purpose and effect of the application is to permit construction of a Four Unit Street Townhouse with an exterior side yard setback of 4.61m (15'-2"), an interior side yard setback of 1.55m (5'-1"), unit lot area of 276.0 m2 (2970.8 sq. ft.) and a corner lot frontage of 11.77m (38'-7"), whereas Section 12.2.6 of the Corporation of the Town of Minto's Comprehensive Zoning By-law 01-86, as amended, requires a minimum exterior side yard setback of 6.0m (19'-8"), a minimum interior setback of 3.0m (9'-10"), a minimum lot area of 280.0 m2 (3013.89 sq. ft.) and a minimum corner lot frontage of 13.6m (44'-7") for a Street Townhouse.

The Secretary-Treasurer stated notice was mailed to the property owners within 200 feet or 60 metres of the subject property as well as the applicable agencies on June 22nd, 2018, posted on the subject property, and circulated to staff on the same date. No concerns were expressed by Minto staff and Wellington County Planning. Chris Pathin 546 Main St opposed with traffic, Palmerston character, tree removal concerns.

Chair Faulkner called upon the applicant or agent followed by comments by County or Town Staff.

Steve Wright was in attendance and noted that the development was passed by Council previously. The townhomes would have garages and would be sold freehold without easements, with all fronting on Bridge Street.

Chair Faulkner requests any persons wishing to speak to the application to come forward and address the Committee of Adjustment through the Chair, no one came forward.

Chair Faulkner asks for questions by Committee, or response/rebuttal by applicant or agent. Committee members asked for clarification on access to rear yards.

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

MOTION: COA- 2018-03

Moved by: Councillor Colwell; Seconded by: Councillor Turton

THAT Committee of Adjustment Approves the application by WrightHaven Homes In. C/O Steven Wright, for property legally described as MINTO CON 1 PT LOT 20 RP 61R11191 PT PART 1, municipally known as Main Street East Palmerston, Town of Minto. to allow the construction of a Four Unit Street Townhouse with an exterior side yard setback of 4.61m (15'-2"), an interior side yard setback of 1.55m (5'-1"), unit lot area of 276.0 m2 (2970.8 sq. ft.) and a corner lot frontage of 11.77m (38'-7").

Carried

Chair Faulkner stated anyone wishing to receive a copy of the Notice of Decision to please sign the Request for Notice of Decision prior to leaving the Council Chambers following the meeting.
Chair Faulkner officially adjourned the Public Hearing at 5:46 p.m.

Ronald Faulkner, Chair	Bill White, Secretary-Treasurer



Court of Revision Agenda Drain 24 Tuesday, August 7, 2018 3:00 p.m. Council Chambers

MUNICIPAL DRAIN LOCATION

Serving Lots 104 to 110, Concession C, Lots 103 to 108, Concession D in the Town of Minto, County of Wellington.

1. Call to Order (appoint a Chair)

Clerk Call to order and request nominations for Chair; Chair conducts the rest of the agenda

- 2. Disclosure of Pecuniary Interest under the Municipal Conflict of Interest Act
- 3. Roll Call
 - a) Names of Landowners Present
 - b) Others Present (Engineer, Staff)

4. Appeals

Clerk to advise if any appeals received pursuant to the Drainage Act.

5. Deliberations

Chair may ask the Engineer to present information if necessary, or may call on any landowners or staff who may have comments to assist members.

6. Pronouncement of the Decision of Court

Chair calls upon members for direction on the matter.

7. Close or Adjournment of Court

Municipal Drain No. 24 - 2018 Town of Minto County of Wellington



Reference No. 1272

June 22, 2018

Municipal Drain No. 24 - 2018 Town of Minto

County of Wellington

1.0	Introduction	1
2.0	The Drainage Act	1
3.0	History	2
4.0	On-Site Meeting	3
5.0	Information Meeting No. 1	3
6.0	Information Meeting No. 2	4
7.0	Findings	5
8.0	Recommendations	5
9.0	Summary of Proposed Works	6
10.0	Working Area	6
11.0	Watershed Characteristics	7
12.0	Soil Characteristics	7
13.0	Allowances	7
14.0	Estimated Construction Costs	8
15.0	Summary of Estimated Costs	11
16.0	Assessment	12
17.0	Maintenance	12
Sche	dule of Assessment for Construction	13
Sche	dule of Assessment for Maintenance	14

Specifications for the Construction of Municipal Drainage Works

DIVISION A-General Conditions

DIVISION B-Specification for Open Drains

DIVISION C-Specification for Tile Drains

DIVISION E-Specification for Drainage Crossings by the Boring Method

DIVISION H-Special Provisions



10 Alpine Court, Kitchener, ON, N2E 2M7

T: (519) 880-2708

F: (519) 880-2709

E: mail@dietricheng.com

Kitchener, Ontario June 22, 2018

Municipal Drain No. 24 - 2018 Town of Minto County of Wellington

To the Mayor and Council of the Town of Minto

Members of Council:

1.0 Introduction

We are pleased to present our report on the "Municipal Drain No. 24 - 2018", serving parts of:

Lots 104 to 110, Concession C Lots 103 to 108, Concession D

in the Town of Minto, County of Wellington.

Authority to prepare this report was obtained by a resolution of the Town of Minto Council at its April 4, 2012 meeting to appoint Dietrich Engineering Limited to prepare an Engineer's Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 of the Drainage Act, R.S.O. 1990, signed by Helmut Seebach, we have made an examination and survey of the affected area and submit herewith our Report which includes Plan, Profiles, Details and Specifications for this work.

The attached Plan, Profile, Details and Drawing No.'s 1 to 3, Reference No. 1272, Specifications and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

2.0 The Drainage Act

The "Drainage Act" provides a mechanism for the construction, improvement and maintenance of a drainage works. Procedures under the Drainage Act are designed to enable non-riparian landowners to obtain a legal drainage outlet while safeguarding the rights and property of riparian landowners through which the drainage system may be constructed. The Drainage Act definition of "drainage works" includes a drain constructed by any means, including the improvement of a natural watercourse, and includes works necessary to regulate the water table or water level within or on any lands or to regulate the waters of a drain, reservoir, lake or pond, and includes a dam, embankment, wall, protective works or any combination thereof.



Drains constructed under the Drainage Act, which are referred to as Municipal Drains, are user pay systems. This means the landowners within the watershed, including lands and roads, for the proposed drain will contribute a portion of costs towards the design, construction and maintenance of the municipal drain. The most common means of assessing project costs are through benefit and/or outlet liability assessments (Sections 22 & 23 of the Drainage Act R.S.O. 1990)

Aside from assessing costs, allowances are awarded to owners whose property is physically affected by the construction and maintenance of the drain. The most common sections under the Drainage Act to award allowances are; Section 29 for right-of-way, which awards costs based on the area of land required to construct, improve and maintain the drain in the future; and Section 30 for damages, which are awarded based on damages to the property during construction or improvements to the drain. For more specific details on allowances provided in this report see Section 13.

3.0 History

Municipal Drain No. 24 was originally constructed as the Charles H. Mutter Award Drain (Main Drain and Douglas Branch) under the Ditches and Watercourses Act, under the authority of a report prepared by C. D. Bowman, O.L.S., dated October 20, 1905.

The Main Drain was constructed from an outlet into Municipal Drain No. 5 in Lot 14, Concession 3, upstream approximately 13,666 feet (4,165 metres) to the head of the Main Drain at the property line between Lot 108 and Lot 109, Concession C.

The Douglas Branch, which would eventually become the upper end of Municipal Drain No. 24, commenced at an outlet into the Main Drain on the north side of Wellington Road 109 adjacent to Lot 105, Concession C, and proceeded upstream along the road to the eventual head of the drain at the property line between Lot 109 and Lot 110, Concession C. The total length of the Douglas Branch was approximately 6,604 feet (2,013 metres).

Under the authority of a report prepared by C. D. Bowman, O.L.S., dated March 3, 1928, the section of Mutter Award Drain (Main Drain) from the outlet into Municipal Drain No. 5 to the upstream side of Wellington Road 109, as well as the Douglas Branch, were incorporated under the Drainage Act as Municipal Drain No. 24.

Furthermore, this report provided for the deepening of approximately 1,231 feet (375 metres) of open ditch along the north side of Wellington Road 109 and 4,449 feet (1,356 metres) of open ditch downstream of Wellington Road 109, and the installation of approximately 3,346 feet (1,020 metres) of 6 inch to 12 inch (150 mm to 300 mm) diameter tile from Lot 108, Concession C, to the upstream side of 2nd Line.

Improvements to Municipal Drain No. 24 were made under the authority of a report prepared by James A. Howes, O.L.S., dated August 12, 1955. The report provided for the excavation of approximately 7,470 feet (2,277 metres) of existing open ditch and the enclosure of approximately 5,107 feet (1,557 metres) of existing open ditch from the property line between Lot 104 and Lot 105, Concession D, upstream to a point on Lot 108 approximately 100 metres northeast of the property Line between Lot 108 and Lot 109, Concession C.

The enclosure consisted of the installation of approximately 5,107 feet (1,557 metres) of 12 inch to 18 inch (300 mm to 450 mm) diameter tile.

A report prepared by J. R. Spriet, P.Eng., of Spriet Associates, dated June 9, 1982, provided for the enclosure of approximately 884 metres of existing open ditch and the installation of 21 inch and 24 inch (525 mm and 600 mm) diameter tile from part of Lot 103 to the south side of Wellington Road



109, and the excavation of approximately 666 metres of existing open ditch. Although the drain report prepared in 1955 provided for an enclosure of the existing open ditch from the south side of Wellington Road 109 to the property line between Lot 104 and Lot 105, Concession D, the report from 1982 also provided for the enclosure of the same section of drain, so it is assumed the enclosure of that section did not actually occurr as part of the 1955 drain report.

Branch "A" of Municipal Drain No. 24 was constructed under the authority of a report prepared by J. R. Spriet, P.Eng., of Spriet Associates, dated September 27, 1990, and provided for the installation of approximately 408 metres of 250 mm to 325 mm diameter tile and steel casing. Branch "A" commenced at an outlet into the Main Drain in the north-west corner of Lot 105, Concession D, and proceeded upstream through 3rd Line to the head of the drain on the south road limit for Wellington Road 109.

4.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on September 19, 2012. The place of meeting was on the 2nd Line road allowance where the drain crosses the road. Persons in attendance were:

Greg Nancekivell, C.E.T. Dietrich Engineering Limited
Ed Delay Dietrich Engineering Limited
Mike McIsaac Road Foreman, Town of Minto
Keith Greenwood Landowner (Pt. Lot 105, Con. D)

Helmut Seebach Landowner (Lot 108, Pt. 109 & Pt. 110, Con. C)
Lloyd Greenwood Former Landowner (Lot 106 & 107, Con. D)

Everett Grotenhuis Landowner (Lot 102, Con. D)

Brad South Landowner (Lot 103 & 104, Con. C)

Paul Martin Landowner (Lot 106 & 107, Con. C)

Comments, concerns and issues that were discussed at the On-Site Meeting include:

- Mutter Award Drain is in poor condition
- Blowouts on the existing drain for several years
- Minimal cover on existing tile drain, about 7 or 8 inches
- Can't drive heavy equipment over existing tile drain
- Some lands may be drained out of the watershed and into Municipal Drain No. 3

5.0 Information Meeting No. 1

An information meeting was held on June 10, 2014, at the Town of Minto Municipal Office. The meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessment.

Persons in attendance were:

Greg Nancekivell, C.E.T. Dietrich Engineering Limited
Ed Delay Dietrich Engineering Limited

Mike McIsaac Drainage Superintendent, Town of Minto

Alan Simpson Landowner (Lot 105, Con. C)
Keith Greenwood Landowner (Pt. Lot 105, Con. D)

Helmut Seebach Landowner (Lot 108, Pt. 109 & Pt. 110, Con. C)

Paul Martin Landowner (Lot 106 & 107, Con. C)

Representative P. Ruest (Lot 103, Con. D)



Comments, concerns and issues that were discussed at the Information Meeting include:

- Attendees were presented with the proposed design, which consisted of the excavation of approximately 310 metres of existing open ditch, the installation of approximately 3,371 metres of 200 mm to 900 mm diameter concrete field tile, high density polyethylene pipe and smooth wall steel casing, and the installation of thirteen (13) concrete catch basins and three (3) reinforced concrete manholes.
- The tile drainage system installed under the 1982 report will be paralleled with the new tile drain from Wellington Road 109 downstream to the outlet into the open portion of Municipal Drain No. 24.
- Destroy the existing tile drain from the upstream side of Wellington Road 109 to the upper end of the drain at the east road limit of 2nd Line.
- Make sure the new tile drain is deep enough.
- Might be a good idea to have an item in the drainage report to install some of the new tile
 with an excavator on crushed stone bedding just in case some pockets with poor soil
 conditions are encountered during construction.
- The owner of Lots 108, part of 109 and part of 110, Concession C, has tile maps showing part of his lands are tiled out of the watershed and into Municipal Drain No. 3.

6.0 Information Meeting No. 2

A second information meeting was held on March 9, 2018 at the Town of Minto Municipal Office. The meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessment.

Persons in attendance were:

Greg Nancekivell, C.E.T.

Michel Terzian

Dietrich Engineering Limited

Dietrich Engineering Limited

Mike McIsaac

Road Foreman, Town of Minto

Landowner (Lot 111 & 112, Con. C)

Douglas Martin

Dietrich Engineering Limited

Keith Greenwood Landowner (Pt. Lot 105, Pt. Lot 106 & Pt. Lot 107, Con. D)

Helmut Seebach Landowner (Lot 108, Pt. 109 & Pt. 110, Con. C)

Paul Martin Landowner (Lot 106 & 107, Con. C)

John Black Landowner (Pt. Lot 104, Con. C)

Philipp Ruest Landowner (Lot 103, Con. D)

Comments, concerns and issues that were discussed at the 2nd Information Meeting include:

- Attendees were presented with the proposed design, which consisted of the excavation of approximately 310 metres of existing open ditch, the installation of approximately 3,371 metres of 200 mm to 900 mm diameter concrete field tile, high density polyethylene pipe and smooth wall steel casing, and the installation of fifteen (15) concrete catch basins and one (1) reinforced concrete manhole.
- The owners of Lot 111 and Lot 112, Concession C, would like to redirect the surface water from their lands, which naturally drains to the west and into the existing Municipal Drain No. 24, northerly out of the watershed and into the open ditch of Municipal Drain No. 3. The landowner stated they had the equipment to do the work and would install a catch basin



- where the surface water naturally wants to drain to, which is to the east side of 2nd Line, to collect the surface water and tile it out of the watershed and into Drain 3.
- Currently Lot 111 and Lot 112, Concession C, has the subsurface water tiled to Municipal Drain No. 3 but the surface water from those properties drain westerly towards 2nd Line and into Municipal Drain No. 24.
- The owner of Lot 108, part of 109 and part of 110, Concession C, stated that the existing drain is too shallow and frequently requires repairs.
- South part of Lot 104, Concession C, the area within the watershed for Municipal Drain No. 24 that is west of the laneway, is systematically tiled out of the Municipal Drain 24 watershed.

7.0 Findings

We have made an examination of the drainage area and have found the following:

- 1. The existing closed portion of Municipal Drain No. 24 from Lot 105 to Lot 110, Concession C, is in a poor state of repair and is neither of sufficient capacity nor depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
- 2. The existing closed portion of Municipal Drain No. 24 from Lot 103 to Lot 105, Concession D, installed under the authority of a report prepared by J R. Spriet, P.Eng., of Spriet Associates, dated June 9, 1982, consisting of 525 mm and 600 mm diameter tile, is in satisfactory working condition.
- 3. The subsurface water from approximately 4.7 hectares (11.6 acres) of the south part of Lot 104, Concession C, is tiled out of the watershed for Municipal Drain No. 24.
- 4. The subsurface water from approximately 31.9 hectares (78.8 acres) of part of Lots 108, 109 and 110, Concession C, is tiled north-easterly out of the watershed for Municipal Drain No. 24 and into the open ditch of Municipal Drain No. 3.
- 5. The subsurface water from Lot 111, Concession C, and Lot 112, Concession C, is tiled north-easterly out of the watershed for Municipal Drain No. 24 and into the open ditch of Municipal Drain No. 3.
- 6. The owner of Lot 111 and 112, Concession C, intendeds to redirect the surface water from within the watershed for Municipal Drain No. 24, to Municipal Drain No. 3.
- 7. The outlet for Municipal Drain No. 24 is into Municipal Drain No. 5 in Lot 14, Concession 3.
- 8. According to the Ministry of Agriculture, Food and Rural Affairs online Agricultural Information Atlas, the open portion of Municipal Drain No. 24 is classified as "Not Rated" by the Department of Fisheries and Oceans Canada.

8.0 Recommendations

It is our recommendation that:

- 1. A new tile drainage system be constructed from its outlet into the open portion of Municipal Drain No. 24 on the P. Ruest property (Roll No. 4-019), Lot 103, Concession D, upstream approximately 3,340 metres to the West Road Limit of 2nd Line, in the Town of Minto, County of Wellington.
- 2. Approximately 310 metres of the open portion of Municipal Drain No. 24 on the P. Ruest property (Roll No. 4-019), Lot 103, Concession D, be excavated to provide a sufficient outlet for the new tile drainage system.



- 3. The existing tile drainage system (Main Drain) constructed under the authority of reports prepared by C. D. Bowman, O.L.S., dated March 3, 1928, and James A. Howes, O.L.S., dated August 12, 1955, shall be abandoned and destroyed, including the existing tile drainage system through 2nd Line, which shall be dug up, destroyed and have the existing catch basins removed and disposed of off-site.
- 4. The existing tile drainage system installed under the authority of a report prepared by J. R. Spriet, P.Eng., of Spriet Associates, dated June 9, 1982, consisting of approximately 884 metres of 525 mm and 600 mm diameter tile, shall remain a municipal drainage system as part of Municipal Drain No. 24 2018.
- 5. The new tile drainage system from the outlet into the open portion of Municipal Drain No. 24 in Lot 103, Concession D, to the downstream side of Wellington Road 109 be installed parallel to the existing tile drainage system installed under the authority of a report prepared by J. R. Spriet, P.Eng., of Spriet Associates, dated June 9, 1982, as per the attached set of plans.
- 6. As a result of the request made by the landowners of Lot 111 and Lot 112, Concession C, at Information Meeting No. 2 on March 9, 2018, lands east of 2nd Line road shall not be permitted to connect into the new tile drainage system under this report.
- 7. The drainage coefficient design standard used for this drain is 38.1 mm (1.5") of rainfall per 24 hours.
- 8. The lower portion of this tile system south of Wellington Road 109 is designed to work in conjunction with the tile system that was installed under the 1982 report prepared by J. R. Spriet, P. Eng. dated June 9, 1982 to achieve the design standard of 38.1 mm (1.5") of rainfall per 24 hours.
- 9. The new drainage system shall be known as "Municipal Drain No. 24 2018".

9.0 Summary of Proposed Works

The proposed work consists of the installation of approximately 3,261 metres of 200 mm to 750 mm diameter concrete field tile and high density polyethylene pipes; the excavation of approximately 310 metres of existing open ditch; the construction of a plunge pool at the outlet of the new tile drainage system; the installation of fourteen (14) concrete catch basins and one (1) reinforced concrete manhole; and the installation of 39 metres of 750 mm O.D. and 40 metres of 900 mm O.D. smooth wall steel casing by the boring method.

10.0 Working Area

The working area for construction purposes along the Main Drain (Closed) shall be a width of twenty-five (25) metres. The working area for construction purposes along the Main Drain (Open) shall be a width of ten (10) metres on the working side of the ditch.

The working area for maintenance purposes shall be a width of ten (10) metres.

Each landowner shall designate access to and from the working area



11.0 Watershed Characteristics

The Drainage Area comprises approximately 157.4 hectares (389 acres). Land use within the watershed is primarily agricultural.

The watersheds were established using historic drainage reports, field investigations, Global Positioning System (G.P.S.) surveys and Southwestern Ontario Orthophotography Project (SWOOP) data.

12.0 Soil Characteristics

The Ontario Ministry of Agriculture, Food and Rural Affairs Agricultural Information Atlas, available online, describes the soil types within the watershed mostly as Listowel Silt Loam with areas of Parkhill Loam, Huron Loam and Perth Loam.

13.0 Allowances

In accordance with Sections 29 and 30 of the Drainage Act, R.S.O. 1990, we determine the allowances payable to Owners entitled thereto as follows.

					Damages to Lands		
Lot or				Right-of-Way	& Crops (Section	Total	
Part	Con.	Owner	Roll No.	(Section 29)	30)	Allowances	
103	D	P. Ruest	4-019	\$4,560	\$5,290	\$9,850	
104 & Pt. 105	D	Martin Holsteins 1996 Ltd.	4-020	\$4,650	\$4,130	\$8,780	
Pt. 105	D	K. & M. Greenwood	4-021	\$740	\$660	\$1,400	
105	С	D. & E. Simpson	4-107	\$3,600	\$3,200	\$6,800	
106 & 107	С	P. & E. Martin	4-108	\$8,990	\$8,490	\$17,480	
108	С	H. & H. Seebach	4-109	\$4,590	\$4,080	\$8,670	
Pt. 109	С	T. Popp & E. Pacheco	4-109-05	\$640	\$570	\$1,210	
Pt. 109 & Pt. 110	С	H., H. & T. Seebach	4-110	\$7,610	\$6,770	\$14,380	
Pt. 110	С	D. & C. Martin	4-111	\$1,310	\$1,910	\$3,220	
TOTAL ALLOWANCES,							
MUNICIPAL DRAIN	No. 24	- 2018		\$36,690	\$35,100	\$71,790	

Total Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990,

Municipal Drain No. 24 - 2018 \$71,790

Calculation of Allowances

Section 29 (Right-of-Way)

The agricultural land value used for calculating allowances for Right-of-Way was \$45,000/ha (\$18,212/acre).

Section 29 Right-of-Way has been calculated based on 25% of the estimated land value, \$11,250/ha. (\$4,553/acre) for a 10 metre Right-of-Way.

Section 30 (Damages)

Damages have been calculated based on \$4,000/ha. (\$1,619/acre).

An allowance for damages for fences in good working condition that interfere with the construction of the new tile drainage system has been provided at the rate of \$250 per fence.



14.0 Estimated Construction Costs

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

Labour, Equipment and Materials

	<u>Description</u>	Quantity	\$/Unit	<u>Total</u>
1)	Open Ditch Excavation (Sta. 0+000 to Sta. 0+310)	70 m3	\$ 5.00	\$ 350.00
2)	Levelling of Excavated Material (Sta. 0+000 to Sta. 0+310)	70 m3	\$ 3.00	\$ 210.00
3)	Construction of plunge pool at the outlet (Sta. 0+000 to Sta. 0+010)	l.s.		\$ 2,000.00
4)	Stripping and stock piling of topsoil, including levelling	l.s.		\$ 17,000.00
5)	Supply 750mm diameter, H.D.P.E. solid outlet pipe complete with rodent grate (320 kPa, CSA B182.8, bell and spigot joining system)	6 m	\$ 170.00	\$ 1,020.00
	Installation of 750mm diameter H.D.P.E. outlet pipe (Sta. 0+000 to Sta. 0+006)	l.s.		\$ 1,000.00
6)	Quarry stone rip-rap protection and geotextile filter material at the outlet Sta. 0+000 (Mirafi 180N or equivalent, approximately 40m ²)	l.s.		\$ 1,500.00
7)	Supply 600mm diameter concrete field tile (2400D)	800 m	\$ 37.00	\$ 29,600.00
	Installation of 600mm diameter concrete field tile by means of a wheel trencher (Sta. 0+006 to Sta. 0+399, Sta. 0+411 to Sta. 0+818)	800 m	\$ 27.00	\$ 21,600.00
8)	Supply 600mm diameter H.D.P.E. solid pipe (320 kPa, CSA B182.6, bell and spigot joining system)	78 m	\$ 120.00	\$ 9,360.00
	Installation of 600mm H.D.P.E. diameter pipe by means of excavator on crushed stone bedding (Sta. 0+399 to Sta. 0+411, Sta. 0+818 to Sta. 0+884)	78 m	\$ 50.00	\$ 3,900.00
9)	Supply 675mm diameter concrete field tile	-		·
	(2400D) Installation of 675mm diameter concrete field tile	320 m	\$ 50.00	\$ 16,000.00
	by means of a wheel trencher (Sta. 0+924 to Sta. 1+244)	320 m	\$ 30.00	\$ 9,600.00



10)	Supply 525mm diameter concrete field tile (2000D)	601 m	\$ 30.00	\$ 18,030.00
	Installation of 525mm diameter concrete field tile by means of a wheel trencher (Sta. 1+283 to Sta. 1+884)	601 m	\$ 25.00	\$ 15,025.00
11)	Supply 450mm diameter concrete field tile (2000D)	785 m	\$ 24.00	\$ 18,840.00
	Installation of 450mm diameter concrete field tile by means of a wheel trencher (Sta. 1+884 to Sta. 2+669)	785 m	\$ 24.00	\$ 18,840.00
12)	Supply 300mm diameter concrete field tile (2000D)	555 m	\$ 16.00	\$ 8,880.00
	Installation of 300mm diameter concrete field tile by means of a wheel trencher (Sta. 2+669 to Sta. 3+224)	555 m	\$ 20.00	\$ 11,100.00
13)	Supply 200mm diameter concrete field tile (2000D)	116 m	\$ 11.00	\$ 1,276.00
	Installation of 200mm diameter concrete field tile by means of a wheel trencher (Sta. 3+224 to Sta. 3+340)	116 m	\$ 20.00	\$ 2,320.00
14)	Supply & Install 900 mm x 1200 mm inline concrete catch basins (Sta. 0+405, 0+818, 1+884, 2+082, 2+303, 2+490 & 2+669)	7 ea.	\$ 3,000.00	\$ 21,000.00
15)	Supply & Install 900 mm x 1200 mm inline concrete ditch inlet catch basin (Sta. 0+600)	1 ea.	\$ 3,000.00	\$ 3,000.00
16)	Supply & Install 600 mm x 600 mm inline concrete catch basin (Sta. 3+224)	1 ea.	\$ 2,000.00	\$ 2,000.00
17)	Supply & Install 900 mm x 1200 mm concrete ditch inlet catch basin offset 43 metres southwest of Sta. 0+405	1 ea.	\$ 3,000.00	\$ 3,000.00
18)	Supply 200mm diameter H.D.P.E. solid pipe (320 kPa, CSA B182.8, bell and spigot joining system)	43 m	\$ 15.00	\$ 645.00
	Installation of 200mm diameter H.D.P.E. pipe by means of excavator on crushed stone bedding (Offset D.I.C.B. lead at Sta. 0+405)	43 m	\$ 45.00	\$ 1,935.00
19)	Supply & Install 600mm 45 degree elbows (Sta. 0+405, 0+600, 0+818 & 0+884)	4	\$ 500.00	\$ 2,000.00
20)	Tile Connections	l.s.		\$ 3,049.00
	Sub-Total 30			\$ 244,080.00



21)	Work to be done on the Wellington Road 109 Road Allowance (Sta. 0+884 to Sta. 0+924)			_	
a)	Supply 900 mm O.D. smooth wall steel casing 9.5mm (0.37") wall thickness	40 m	\$ 400.00	\$	16,000.00
	Installation of 900mm O.D. smooth wall steel casing by jack & bore method	40 m	\$ 825.00	\$	33,000.00
b)	Supply and Install 1500 mm dia. reinforced concrete manhole (Sta. 0+924) including the removal and offsite disposal of the existing catch basin and manhole at Sta. 0+916	1 ea.	\$ 4,500.00	\$	4,500.00
c)	Supply & Install 900 mm x 2400 mm inline concrete ditch inlet catch basin (Sta. 0+884) including the removal and offsite disposal of the existing catch basin at Sta. 0+887	1 ea.	\$ 4,500.00	_\$_	4,500.00
	Sub-Total			\$	58,000.00
22)	Work to be done on the 4th Line Road Allowance (Sta. 1+244 to Sta. 1+283)			=	
a)	Supply 750 mm O.D. smooth wall steel casing 9.5mm (0.37") wall thickness	39 m	\$ 280.00	\$	10,920.00
	Installation of 750mm O.D. smooth wall steel casing by jack & bore method	39 m	\$ 600.00	\$	23,400.00
b)	Supply & Install 900 mm x 1200 mm inline concrete ditch inlet catch basins (Sta. 1+244 & Sta. 1+283)	2 ea.	\$ 3,000.00	\$_	6,000.00
	Sub-Total			\$	40,320.00
23)	Work to be done on the 2nd Line Road Allowance (Sta. 3+340 to Sta. 3+360)			•	
a)	Removal and disposal of existing 150 mm diameter tile drainage system, existing catch basins and backfill and including the supply, placement and compaction of new Granular "B"	1-		ሶ	2 000 00
1.3	backfill and 200 mm of Granular "A" surface layer	l.s.		\$	2,000.00
b)	Supply & Install 600 mm x 600 mm inline concrete catch basin (Sta. 3+340)	1 ea.	\$ 2,000.00	\$	2,000.00
	Sub-Total			\$	4,000.00
TOTAL ESTIMATED CONSTRUCTION COSTS MUNICIPAL DRAIN NO. 24 - 2018				\$ 346,400.00	





Total Estimated Materials Total Estimated Labour and Equipment	\$ 129,006.00 \$ 217,394.00	
TOTAL ESTIMATED CONSTRUCTION COSTS MUNICIPAL DRAIN NO. 24 - 2018	\$ 346,400.00	
15.0 SUMMARY OF ESTIMATED COSTS		
Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990	\$ 71,790.00	
Total Estimated Construction Costs	\$ 346,400.00	
Meetings, survey, design, preparation of preliminary cost estimates and reports, preparation of final drainage report, consideration of report and court of revision	\$ 58,500.00	
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 28,000.00	
Contingencies, Interest, Soils Investigation and net H.S.T.	\$ 12,510.00	
TOTAL ESTIMATED COSTS MUNICIPAL DRAIN NO. 24 - 2018	\$ 517,200.00	

The estimated cost of the work in the Town of Minto is \$517,200.00.



16.0 Assessment

We assess the cost of this work against the lands and roads liable for assessment for benefit and outlet as shown on the annexed Schedule of Assessment. We have determined that there is no injuring liability assessment involved.

Whether or not the County of Wellington elects to do the work on their property, Wellington Road 109, Sta. 0+884 to Sta. 0+924, they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as a Special Assessment in addition to any benefit and outlet assessments. The Special Assessment shall be made up of the actual construction costs plus an allowance for administration costs.

Whether or not the Town of Minto elects to do the work on their property, 4th Line, Sta. 1+244 to Sta. 1+283, they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as a Special Assessment in addition to any benefit and outlet assessments. The Special Assessment shall be made up of the actual construction costs plus an allowance for administration costs.

Whether or not the Town of Minto elects to do the work on their property, 2nd Line, Sta. 3+340 to Sta. 3+360, they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as a Special Assessment in addition to any benefit and outlet assessments. The Special Assessment shall be made up of the actual construction costs plus an allowance for administration costs.

17.0 Maintenance

After completion, this tile drain and the tile drain south of Wellington Road 109 installed under the 1982 Report shall be maintained by the Town of Minto at the expense of all the lands and roads assessed in the attached Schedule of Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act, with the exception of items included under Section 14.0 Estimated Construction Costs for road works Item 21), 22) and 23) which shall be maintained by the Town of Minto at the expense of the road authority having jurisdiction over the road.

Future maintenance of the open ditch portion of Municipal Drain 24 has not been included in this report and it is recommended that the Drainage Superintendent request a Section 76 (1) prior to any maintenance being carried out.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

W. J. Dietrich, P.Eng

WJD:mt





SCHEDULE OF ASSESSMENT Municipal Drain No. 24 - 2018 Town of Minto

	NET	ASSESSMENT	1000	71,61,	\$11,273	\$33,695	\$11,829	\$935	\$28,325	\$8,094	\$3,707	\$9,497	\$3,011	\$83	\$2,820	\$184	\$1,621	\$116,991	\$158,977	\$17,480	\$64,435		\$240,892		\$357,883
	LESS	ALLOWANCES ASSESSMENT			\$6,800	\$17,480	\$8,670	\$1,210	\$14,380	\$3,220	\$9,850	\$8,780	\$1,400					\$71,790			,	•	-		\$71,790
LESS 1/3	GOV'T	GRANT	L	4808	\$9,036	\$25,587	\$10,250		\$21,353		\$6,779	\$9,138	\$2,205		\$1,410		\$811	\$87,527							\$87,527
(SECTION 23) (SECTION 26)	TOTAL	ASSESSMENT ASSESSMENT	1000	\$2,875	\$27,109	\$76,762	\$30,749	\$2,145	\$64,058	\$11,314	\$20,336	\$27,415	\$6,616	\$83	\$4,230	\$184	\$2,432	\$276,308	\$158,977	\$17,480	\$64,435		\$240,892		\$517,200
	SPECIAL	ASSESSMENT																	\$71,000	\$5,200	\$50,275		\$126,475		\$126,475
	OUTLET	LIABILITY	6 1	019,14	\$3,509	\$22,262	\$12,749	\$1,545	\$34,058	\$6,314	\$336	\$1,615	\$716	\$83	\$3,230	\$184	\$2,432	\$90,908	\$12,977	\$2,280	\$2,160		\$17,417		\$108,325
	(SECTION 22)	BENEFIT	6	000,14	\$23,600	\$54,500	\$18,000	\$600	\$30,000	\$5,000	\$20,000	\$25,800	\$5,900		\$1,000			\$185,400	\$75,000	\$10,000	\$12,000		\$97,000		\$282,400
	ROLL	NO.	907	4-100	4-107	4-108	4-109	4-109-05	4-110	4-111	4-019	4-020	4-021	4-022	4-023	4-054	4-025								
APPROX.	S	D OWNER		J. Black	D. & E. Simpson	P. & E. Martin	H. & H. Seebach	T. Popp & E. Pacheco 4-109-05	H., H. & T. Seebach	D. & C. Martin	P. Ruest	Martin Holsteins 1996 Ltd.	K. & M. Greenwood	D. Greenwood	K. & M. Greenwood	W. & J. Bauman	D. & J. Martin		County of Wellington	Town of Minto	Town of Minto			ıd Roads,	
	HECTARES	AFFECTED	1	S	8.0	36.4	25.7	1.0	36.9	4.2	7.2	7.5	1.8	0.2	7.9	0.4	2.5	າ Lands	8.0	0.5	1.3		า Roads	า Lands an	24 - 2018
		CON.	C	ر	ပ	ပ	ပ	ပ	O	O	Δ	Ω	Ω	Δ	□	Ω	۵	ment or	ad 109				ment or	ment or	ain No.
	LOT OR	PART		9. Pt. 104	105	106 & 107	108	* Pt. 109	Pt. 109 & 110	* Pt. 110	103	104	₁₀ 05	* 106	Pt. 106 & 107	* Pt. 107	108	Total Assessment on Lands	Wellington Road 109	2nd Line	4th Line		Total Assessment on Roads	Total Assessment on Lands and Roads,	Municipal Drain No. 24 - 2018

NOTES: 1. * Denotes lands not eligible for ADIP grants
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

^{3.} The NET ASSESSMENT is provided for information purposes only.



SCHEDULE OF ASSESSMENT FOR MAINTENANCE Municipal Drain No. 24 - 2018 Town of Minto

LOT OR PART	CON.	APPROX HECTARE AFFECTE	S	ROLL NO.	PORTION OF MAINTENANCE COST
S. Pt. 104	С	7.9	J. Black	4-106	3.3%
105	С	8.0	D. & E. Simpson	4-107	4.8%
106 & 107	С	36.4	P. & E. Martin	4-108	21.8%
108	С	25.7	H. & H. Seebach	4-109	9.8%
* Pt. 109	С	1.0	T. Popp & E. Pacheco	4-109-05	0.8%
Pt. 109 & 110	С	36.9	H., H. & T. Seebach	4-110	18.1%
* Pt. 110	С	4.2	D. & C. Martin	4-111	2.5%
103	D	7.2	P. Ruest	4-019	4.3%
104	D	7.5	Martin Holsteins 1996 Ltd.	4-020	4.5%
105	D	1.8	K. & M. Greenwood	4-021	1.1%
* Pt. 106	D	0.2	D. Greenwood	4-022	0.1%
Pt. 106 & 107	D	7.9	K. & M. Greenwood	4-023	4.8%
* Pt. 107	D	0.4	W. & J. Bauman	4-024	0.3%
108	D	2.5	D. & J. Martin	4-025	1.5%
Total Assessm	ent on La	ands			77.7%
Wellington Roa	nd 109	8.0	County of Wellington		19.1%
2nd Line		0.5	Town of Minto		0.9%
4th Line		1.3	Town of Minto		2.3%
Total Assessm	22.3%				
Total Assessn Municipal Dra	100.0%				

NOTES: 1. * Denotes lands not eligible for ADIP grants

SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

DIVISION A - General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage
Crossings by the Boring Method

DIVISION H - Special Provisions

DIVISION A

GENERAL CONDITIONS

<u>A</u>	CONTENT	<u>PAGE</u>
A.1	SCOPE	1
A.2	TENDERS	1
A.3	EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATION	S 1
A.4	PAYMENT	2
A.5	CONTRACTOR'S LIABILITY INSURANCE	2
A.6	LOSSES DUE TO ACTS OF NATURE, ETC.	2
A.7	COMMENCEMENT AND COMPLETION OF WORK	3
A.8	WORKING AREA AND ACCESS	3
A.9	SUB-CONTRACTORS	3
A.10	PERMITS, NOTICES, LAWS AND RULES	3
A.11	RAILWAYS, HIGHWAYS AND UTILITIES	4
A.12	ERRORS AND UNUSUAL CONDITIONS	4
A.13	ALTERATIONS AND ADDITIONS	4
A.14	SUPERVISION	4
A.15	FIELD MEETINGS	4
A.16	PERIODIC AND FINAL INSPECTIONS	5
A.17	ACCEPTANCE BY THE MUNICIPALITY	5
A.18	WARRANTY	5
A.19	TERMINATION OF CONTRACT BY THE MUNICIPALITY	5
A.20	TESTS	6
A.21	POLLUTION	6
A.22	SPECIES AT RISK	6
A.23	ROAD CROSSINGS	6
A.24	LANEWAYS	7
A.25	FENCES	8
A.26	LIVESTOCK	8
A.27	STANDING CROPS	9
A.28	SURPLUS GRAVEL	9
A.29	IRON BARS	9
A.30	RIP-RAP	9
A.31	CLEARING, GRUBBING AND BRUSHING	9
A.32	RESTORATION OF LAWNS	9

DIVISION AGENERAL CONDITIONS

A.1 SCOPE

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Scope of Work, Drawings, General Conditions and other Specifications.

A.2 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Scope of Work must be completed and submitted with the Form of Tender and Agreement. A certified cheque is required as Tender Security, payable to the Treasurer of the Municipality.

All certified cheques, except that of the bidder to whom the work is awarded will be returned within ten (10) days of the time the Contract is awarded. The certified cheque of the bidder to whom the work is awarded will be retained as Contract Security and returned when the Municipality receives a Completion Certificate for the work.

A certified cheque is not required if the Contractor provides an alternate form of Contract Security such as a Performance Bond for 100% of the amount of the Tender or other satisfactory security, if required/permitted by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one (1) year after the date of the Completion Certificate.

A.3 EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATIONS

The Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to satisfy himself of the existing conditions and extent of the work to be done before submission of his Tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on his part. Any estimates of quantities shown or indicated on the Drawings, or elsewhere are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating his Tender shall be done at his own risk. The Tenderer for his own protection should check these quantities for accuracy.

The standard specifications (Divisions B through G) shall be considered complementary and where a project is controlled under one of the Divisions, the remaining Divisions will apply for miscellaneous works.



In case of any inconsistency or conflict between the Drawings and Specifications, the following order of precedence shall apply:

- Direction of the Engineer
- Special Provisions (Division H)
- Scope of Work
- Contract Drawings
- Standard Specifications (Divisions B through G)
- General Conditions (Division A)

A.4 PAYMENT

Progress payments equal to 87±% of the value of work completed and materials incorporated in the work will be made to the Contractor monthly. An additional ten per cent (10±%) will be paid 45 days after the final acceptance by the Engineer, and three per cent (3±%) of the Contract price may be reserved by the Municipality as a maintenance holdback for a one (1) year period from the date of the Completion Certificate. A greater percentage of the Contract price may be reserved by the Municipality for the same one (1) year period if in the opinion of the Engineer, particular conditions of the Contract requires such greater holdback.

After the completion of the work, any part of this reserve may be used to correct defects developed within that time from faulty workmanship and materials, provided that notice shall first be given to the Contractor and that he may promptly make good such defects.

A.5 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of any work, the Contractor shall file with the Municipality evidence of compliance with all Municipality insurance requirements (Liability Insurance, WSIB, etc.) for no less than the minimum amounts as stated in the Purchasing Procedures of the Municipality. All insurance coverage shall remain in force for the entire contract period including the warranty period which expires one year after the date of the Completion Certificate.

The following are to be named as co-insured: Successful Contractor

Sub-Contractor Municipality

Dietrich Engineering Ltd.

A.6 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the performance of the work, by reason of unanticipated difficulties, bad weather, strikes, acts of nature, or other mischances shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.



A.7 COMMENCEMENT AND COMPLETION OF WORK

The work must commence as specified in the Form of Tender and Agreement. If conditions are unsuitable due to poor weather, the Contractor may be required, at the discretion of the Engineer to postpone or halt work until conditions become acceptable and shall not be subject of a claim for additional compensation.

The Contractor shall give the Engineer a minimum of 48 hours notice before commencement of work. The Contractor shall then arrange a meeting to be held on the site with Contractor, Engineer, and affected Landowners to review in detail the construction scheduling and other details of the work.

If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Municipality a minimum of 24 hours notice prior to returning to the project. If any work is commenced without notice to the Engineer, the Contractor shall be fully responsible for all such work undertaken prior to such notification.

The work must proceed in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the Form of Tender and Agreement.

A.8 WORKING AREA AND ACCESS

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For all other areas, the working area available to the Contractor to construct the drain is specified in the Special Provisions (Division H).

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately. Where the Contractor exceeds the specified working widths without authorization, he shall be held responsible for the costs of all additional damages.

If access off an adjacent road allowance is not possible, each Landowner on whose property the drainage works is to be constructed, shall designate access to and from the working area. The Contractor shall not enter any other lands without permission of the Landowner and he shall compensate the Landowner for damage caused by such entry.

A.9 SUB-CONTRACTORS

The Contractor shall not sublet the whole or part of this Contract without the approval of the Engineer.

A.10 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work (but this shall not include MTO encroachment permits, County Road permits permanent easement or rights of servitude). The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety.



A.11 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of 72 hours' notice to the Railway or Highways, exclusive of Saturdays, Sundays, and Statutory Holidays, is required by the Contractor prior to any work activities on or affecting the applicable property. In the case of affected Utilities, a minimum of 48 hours' notice to the utility owner is required.

A.12 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error on his own shall be done at his own risk. Any additional cost incurred by the Contractor to remedy the wrong decision on his part shall be borne by the Contractor. The Engineer shall make the alterations necessary to correct errors or to adjust for unusual conditions during which time it will be the Contractor's responsibility to keep his men and equipment gainfully employed elsewhere on the project.

The Contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

A.13 ALTERATIONS AND ADDITIONS

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

A.14 SUPERVISION

The Contractor shall give the work his constant supervision and shall keep a competent foreman in charge at the site.

A.15 FIELD MEETINGS

At the discretion of the Engineer, a field meeting with the Contractor or his representative, the Engineer and with those others that the Engineer deems to be affected, shall be held at the location and time specified by the Engineer.



A.16 PERIODIC AND FINAL INSPECTIONS

Periodic inspections by the Engineer will be made during the performance of the work. If ordered by the Engineer, the Contractor shall expose the drain as needed to facilitate inspection by the Engineer.

Final inspection by the Engineer will be made within twenty (20) days after he has received notice from the Contractor that the work is complete.

A.17 ACCEPTANCE BY THE MUNICIPALITY

Before any work shall be accepted by the Municipality, the Contractor shall correct all deficiencies identified by the Engineer and the Contractor shall leave the site neat and presentable.

A.18 WARRANTY

The Contractor shall repair and make good any damages or faults in the drain that may appear within one (1) year after its completion (as dated on the Completion Certificate) as the result of the imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the Country, Province or Locality in which the work is being done. Neither the Completion Certificate nor any payment there under, nor any provision in the Contract Documents shall relieve the Contractor from his responsibility.

A.19 TERMINATION OF CONTRACT BY THE MUNICIPALITY

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.



If the Contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the certified cheque bid deposit and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new Tender for the Contract being terminated.

If any unpaid balance and the certified cheque do not match the monies owed by the Contractor upon termination of the Contract, the Municipality may also charge such expense against any money which may thereafter be due to the Contractor from the Municipality.

A.20 TESTS

The cost for the testing of materials supplied to the job by the Contractor shall be borne by the Contractor. The Engineer reserves the right to subject any lengths of any tile or pipe to a competent testing laboratory to ensure the adequacy of the tile or pipe. If any tile supplied by the Contractor is determined to be inadequate to meet the applicable A.S.T.M. standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate tile in the Contract with tile capable of meeting the A.S.T.M. Standards.

A.21 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor shall refuel or repair equipment away from open water.

If polluted material from construction materials or equipment is caused to flow into the drain, the Contractor shall immediately notify the Ministry of the Environment, and proceed with the Ministry's protocols in place to address the situation.

A.22 SPECIES AT RISK

If a Contractor encounters a known Species at Risk as designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to deal with the species.

A.23 ROAD CROSSINGS

This specification applies to all road crossings (Municipality, County, Regional, or Highway) where no specific detail is provided on the drawings or in the standard specifications. This specification in no way limits the Road Authority's regulations governing the construction of drains on their Road Allowance.

A.23.1 Road Occupancy Permit

Where applicable, the Contractor must submit an application for a road occupancy permit to the Road Authority and allow a minimum of five (5) working days for its review and issuance.



A.23.2 Road Closure Request and Construction Notification

The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority and the Engineer for review and approval a minimum of five (5) working days prior to proceeding with any work on the road allowance. The Contractor shall be responsible for notifying all applicable emergency services, schools, etc. of the road closure or construction taking place.

A.23.3 Traffic Control

The Contractor shall supply flagmen, and warning signs and ensure that detour routes are adequately signed in accordance with no less than the minimum standards as set out in the Ontario Traffic Manual's Book 7.

A.23.4 Weather

No construction shall take place during inclement weather or periods of poor visibility.

A.23.5 Equipment

No construction material and/or equipment is to be left within three (3) metres of the travelled portion of the road overnight or during periods of inclement weather.

If not stated on the drawings, the road crossing shall be constructed by open cut method. Backfill from the top of the cover material over the subsurface pipe or culvert to the under side of the road base shall be Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm. Granular road base materials shall be thoroughly compacted to 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing HL-8 Hot Mix Asphalt patch at a thickness of 50mm or of the same thickness as the existing pavement structure. The asphalt patch shall be flush with the existing roadway on each side and without overlap.

Excavated material from the trench beyond 1.25 metres from the travelled portion or beyond the outside edge of the gravel shoulder may be used as backfill in the trench in the case of covered drains. The material shall be compacted in lifts not exceeding 300mm.

A.24 LANEWAYS

All pipes crossing laneways shall be backfilled with material that is clean, free of foreign material or frozen particles and readily tamped or compacted in place unless otherwise specified. Laneway culverts on open ditch projects shall be backfilled with material that is not easily erodible. All backfill material shall be thoroughly compacted as directed by the Engineer.



Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

The backfill over culverts and subsurface pipes at all existing laneways that have granular surfaces on open ditch and closed drainage projects shall be surfaced with a minimum of 300mm of Granular "B" material and 150mm of Granular "A" material. All backfill shall be thoroughly compacted as directed by the Engineer. All granular material shall be placed to the full width of the travelled portion.

Any settling of backfilled material shall be repaired by or at the expense of the Contractor during the warranty period of the project and as soon as required.

A.25 FENCES

No earth is to be placed against fences and all fences removed by the Contractor shall be replaced by him in as good a condition as found. Where practical the Contractor shall take down existing fences in good condition at the nearest anchor post and roll it back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition where the fence is not salvageable, shall be noted and verified with the Engineer prior to commencement of work.

Fences damaged beyond repair by the Contractor's negligence shall be replaced with new materials, similar to those materials of the existing fence, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the Landowner and the Engineer.

Any fences paralleling an open ditch that are not line fences that hinder the proper working of the excavating machinery, shall be removed and rebuilt by the Landowner at his own expense.

The Contractor shall not leave fences open when he is not at work in the immediate vicinity.

A.26 LIVESTOCK

The Contractor shall provide each landowner with 48 hours notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the Landowner shall be responsible to keep all livestock clear of the construction areas until further notified. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock where the Contractor failed to notify the Landowner, or through negligence or carelessness on the part of the Contractor.



A.27 STANDING CROPS

The Contractor shall be responsible for damages to standing crops which are ready to be harvested or salvaged along the course of the drain and access routes if the Contractor has failed to notify the Landowners 48 hours prior to commencement of the work on that portion of the drain.

A.28 SURPLUS GRAVEL

If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used, the Contractor shall haul away such surplus material.

A.29 IRON BARS

The Contractor is responsible for the cost of an Ontario Land Surveyor to replace any iron bars that are altered or destroyed during the course of the construction.

A.30 RIP-RAP

Rip-rap shall be quarry stone rip-rap material and shall be the sizes specified in the Special Provisions. Broken concrete shall not be used as rip-rap unless otherwise specified.

A.31 CLEARING, GRUBBING AND BRUSHING

This specification applies to all brushing where no specific detail is provided on the drawings or in the Special Provisions.

The Contractor shall clear, brush and stump trees from within the working area that interfere with the installation of the drainage system.

All trees, limbs and brush less than 150mm in diameter shall be mulched. Trees greater than 150mm in diameter shall be cut and neatly stacked in piles designated by the Landowners.

A.32 RESTORATION OF LAWNS

This specification applies to all lawn restoration where no specific detail is provided on the drawings or in the Special Provisions and no allowance for damages has been provided under Section 30 of the Drainage Act RSO 1990 to the affected property.

The Contractor shall supply "high quality grass seed" and the seed shall be broadcast by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of broadcast to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the Landowner to maintain the area in a manner so as to promote growth.

DIVISION BSPECIFICATIONS FOR OPEN DRAINS

<u>B</u>	CONTENT	<u>PAGE</u>
B.1	ALIGNMENT	1
B.2	PROFILE	1
B.3	EXCAVATION	1
B.4	EXCAVATED MATERIAL	2
B.5	EXCAVATION AT EXISITING BRIDGE AND CULVERT SITES	2
B.6	PIPE CULVERTS	2
B.7	RIP-RAP PROTECTION FOR CULVERTS	3
B.8	CLEARING, GRUBBING AND MULCHING	3
B.9	TRIBUTARY TILE OUTLETS	3
B.10	SEEDING	3
B.11	COMPLETION	4

DIVISION BSPECIFICATIONS FOR OPEN DRAINS

B.1 ALIGNMENT

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless noted on the drawings. Where there are unnecessary bends or irregularities on the existing course of the drain, the Contractor shall contact the Engineer before commencing work to verify the manner in which such irregularities or bends may be removed from the drain. All curves shall be made with a minimum radius of fifteen (15) metres from the centre line of the drain.

B.2 PROFILE

The Profile Drawing shows the depth of cuts from the top of the bank to the final invert of the ditch in metres and decimals of a metre, and also the approximate depth of excavated material from the bottom of the existing ditch to the final invert of the ditch. These cuts are established for the convenience of the Contractor; however, bench marks (established along the course of the drain) will govern the final elevation of the drain. The location and elevation of the bench marks are given on the Profile Drawing. Accurate grade control must be maintained by the Contractor during ditch excavation.

B.3 EXCAVATION

The bottom width and the side slopes of the ditch shall be those shown on the drawings. If the channel cross-section is not specified it shall be a one metre bottom width with 1.5(h):1(v) side slopes. At locations along the drain where the cross section dimensions change, there shall be a transitional length of not less than 10:1 (five metre length to 0.5 metre width differential). Where the width of the bottom of the existing ditch is sufficient to construct the design width, then construction shall proceed without disturbing the existing banks.

Where existing side slopes become unstable, the Contractor shall immediately notify the Engineer. Alternative methods of construction and/or methods of protection will then be determined prior to continuing work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall strip the topsoil for the full width of the drain, including the location of the spoil pile. Upon completion of levelling, the topsoil shall be spread to an even depth across the full width of the spoil.

An approved hydraulic excavator shall be used to carry out the excavation of the open ditch unless otherwise directed by the Engineer.



B.4 EXCAVATED MATERIAL

Excavated material shall be placed on the low side of the drain or opposite trees and fences. The Contractor shall contact all Landowners before proceeding with the work to verify the location to place and level the excavated material.

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

Any stones or boulders which exceed 300mm in diameter shall be removed and disposed of in a location specified by the Landowner.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion or all of an existing ditch, the excavated material from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and the old ditch, no extra compensation will be allowed for this work and must be included in the Contractor's lump sum price for the open work.

B.5 EXCAVATION AT EXISITING BRIDGE AND CULVERT SITES

The Contractor shall excavate the drain to the full specified depth under all bridges and to the full width of the structure. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is complete. Permanent bridges must, if at all possible, be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Landowner if excavation will expose the footings or otherwise compromise the structural integrity of the structure.

The Contractor shall clean through all pipe culverts to the grade and width specified on the profile.

B.6 PIPE CULVERTS

All pipe culverts shall be installed in accordance with the standard detail drawings. If couplers are required, five corrugation couplers shall be used for up to and including 1200mm diameter pipes and 10 corrugation couplers for greater than 1200mm diameter pipes.

When an existing crossing is being replaced, the Contractor may backfill the new culvert with the existing native material that is free of large rocks and stones. The Contractor is responsible for any damage to a culvert pipe that is a result of rocks or stones in the backfill.



B.7 RIP-RAP PROTECTION FOR CULVERTS

Quarry stone rip-rap shall be used as end treatment for new culverts and placed on geotextile filter material (Mirafi 160N or approved equal). The rip-rap shall be adequately keyed in along the bottom of the slope, and shall extend to the top of the pipe or as directed on the drawings. The maximum slope for rip-rap shall be 1(h):1(v) or as directed by the Engineer.

The Contractor shall be responsible for any defects or damages that may develop in the rip-rap or the earth behind the rip-rap that the Engineer deems to have been fully or partially caused by faulty workmanship or materials.

B.8 CLEARING, GRUBBING AND MULCHING

Prior to excavation, all trees, scrub, fallen timber and debris shall be removed from the side slopes of the ditch and for such a distance on the working side so as to eliminate any interference with the construction of the drain or the spreading of the spoil. The side slopes shall be neatly cut and cleared flush with the slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slopes shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the Landowner.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched. Clearing, grubbing and mulching shall be carried out as a separate operation from the excavation of the ditch, and shall not be completed simultaneously at the same location.

B.9 TRIBUTARY TILE OUTLETS

All tile outlets in existing ditches shall be marked by the Landowner prior to excavation. The Contractor shall guard against damaging the outlets of tributary drains. Any tile drain outlets that were marked or noted on the drawings and are subsequently damaged by the Contractor shall be repaired by the Contractor at his expense. The Landowner shall be responsible for repairs to damaged tile outlets that were not marked.

B.10 SEEDING

The side slopes where disturbed shall be seeded using an approved grass seed mixture. The grass seed shall be applied the same day as the excavation of the open ditch.

Grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO and composed of the following varieties mixed in the proportion by weight as follows:

- 55% Creeping Red Fescue
- 40% Perennial Rye Grass
- 5% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.



B.11 HYDRO SEEDING

The areas specified in the contract document shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572.

B.12 HAND SEEDING

Placement of the seed shall be of means of an approved mechanical spreader.

B.13 COMPLETION

At the time of completion and final inspection, all work in the Contract shall have the full dimensions and cross-sections specified without any allowance for caving of banks or sediment in the ditch bottom.

DIVISION CSPECIFICATIONS FOR TILE DRAINS

<u>C</u>	CONTENT	<u>PAGE</u>
C.1	PIPE MATERIALS	1
C.2	ALIGNMENT	1
C.3	PROFILE	2
C.4	EXCAVATION	2
C.5	INSTALLATION	2
C.6	TRENCH CROSSINGS	3
C.7	OUTLET PROTECTION	4
C.8	CATCH BASINS AND JUNCTION BOXES	4
C.9	TRIBUTARY DRAINS	5
C.10	CLEARING, GRUBBING AND MULCHING	5
C.11	ROADS AND LANEWAY SUB-SURFACE CROSSINGS	6
C.12	FILLING IN EXISTING DITCHES	6
C.13	CONSTRUCTION OF GRASSED WATERWAYS	6
C.14	UNSTABLE SOIL	6
C.15	ROCKS	6
C.16	BROKEN OR DAMAGED TILE	7
C.17	RECOMMENDED PRACTICE FOR CONSTRUCTION OF	
	SUBSURFACE DRAINAGE SYSTEMS	7

DIVISION CSPECIFICATIONS FOR TILE DRAINS

C.1 PIPE MATERIALS

C.1.1 Concrete Tile

Concrete drain tile shall conform to the requirements of the most recent A.S.T.M. specification for Heavy-Duty Extra Quality drain tile. All tile with diameters less than 600mm shall have a pipe strength of 1500D. All tile with diameters 600mm or larger shall have a pipe strength of 2000D.

All tile furnished shall be subject to the approval of the Engineer. All rejected tile are to be immediately removed from the site.

C.1.2 High Density Polyethylene (HDPE) Pipe

All HDPE pipe shall be dual-wall corrugated drainage pipe with a smooth inner wall. HDPE pipe shall have a minimum stiffness of 320 kPa at 5% deflection.

Unless otherwise noted, all sealed HDPE pipe shall have a water tight gasketed bell and spigot joining system meeting the minimum requirements of CSA B182.8. Perforated HDPE pipe shall have a soil tight joining system, and shall be enveloped in non-woven geotextile filter sock.

C.2 ALIGNMENT

The Contractor shall contact the Engineer to establish the course of the drain. Where an existing drain is to be removed and replaced by the new drain, or where the new drain is to be installed parallel to an existing drain, the Contractor shall locate the existing drain (including repairing damaged tile caused by locating) at intervals along the course of the drain. The costs of locating shall be included in the tender price.

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other watercourses or at sharp corners, it shall run on a curve of at least 15 metres radius. The new tile drain shall be constructed at an offset from and parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water.

The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where any such existing drain is disturbed or damaged, the Contractor shall perform the necessary repair at his expense.



C.3 PROFILE

Benchmarks have been established along the course of the drain which are to govern the elevations of the drain. The location and elevations of the benchmarks are shown on the drawings. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times.

When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made.

C.4 EXCAVATION

C.4.1 Wheel machine

Unless otherwise specified, all trenching shall be carried out with a wheel machine approved by the Engineer. The wheel machine shall shape the bottom of the trench to conform to the outside diameter of the pipe. The minimum trench width shall be equal to the outside diameter of the pipe plus 100mm on each side of the pipe, unless otherwise specified. The maximum trench width shall be equal to the outside diameter of the pipe plus 300mm on each side of the pipe, unless otherwise specified.

C.4.2 Scalping

Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capability of the Contractor's wheel machine, he shall lower the surface grade in order that the wheel machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of the topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.

C.4.3 Excavator

Where the use of an excavator is used in-lieu of a wheel machine, the topsoil shall be stripped and replaced in accordance with Item C.4.2. All tile shall be installed on 19mm clear crushed stone bedding placed to a minimum depth of 150mm which has been shaped to conform to the bottom of the pipe. The Contractor shall include the costs of this work in his tender price.

C.5 INSTALLATION

C.5.1 Concrete Tile

The tile is to be laid with close joints and in regular grade and alignment in accordance with the drawings. The tiles are to be bevelled, if necessary to ensure close joints. The inside of the tile is to be kept clear when laid. The sides of the tile are to be supported by partial filling of the trench



(blinding) prior to inspection by the Engineer. No tile shall be backfilled until inspected by the Engineer unless otherwise permitted by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill.

Where a tile connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a tile drain passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

The Contractor shall supply and wrap all concrete tile joints with Mirafi 160N geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide for tile sizes 400mm diameter to 750mm diameter.
- 500mm wide for tile sizes larger than 750mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be.

C.5.2 HDPE Pipe

HDPE pipe shall be installed using compacted Granular 'A' bedding or 19mm clear crushed stone bedding from 150mm below the pipe to 300mm above the pipe. All granular material shall be compacted using a suitable mechanical vibratory compactor. Granular bedding and backfill shall be placed in lifts not exceeding 300mm and compacted to at least 95% Standard Proctor Maximum Dry Density (SPMDD).

Where a pipe connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a pipe passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.

C.6 TRENCH CROSSINGS

The Contractor shall not cross the backfilled trench with any construction equipment or vehicles, except by one designated crossing location on each property. The Contractor shall ensure that the bedding and backfill material at this designated crossing location is properly placed and compacted so as to adequately support the equipment and vehicles that may cross the trench.



The Contractor may undertake any other approved work to ensure the integrity of the tile at the crossing location. The Contractor shall ensure that no equipment or vehicles travel along the length of the trench. The Contractor shall be responsible for any damage to the new tile caused by the construction of the drain.

C.7 OUTLET PROTECTION

A tile drain outlet into a ditch shall be either HDPE pipe or corrugated steel pipe and shall include a hinged grate for rodent protection. The maximum spacing between bars on the rodent grate shall be 40mm. All corrugated steel outlet pipes shall be bevelled at the end to generally conform to the slope of the ditch bank.

Quarry stone rock rip-rap protection and geotextile filter material (Mirafi 160N), shall be installed around the outlet pipe and extended downstream a minimum distance of three metres, unless otherwise specified. The protection shall extend to the top of the backfilled trench and below the pipe to 300 mm under the streambed. The protection shall also extend 600mm into undisturbed soil on either side of the backfilled trench. In some locations, rip-rap may be required on the bank opposite the outlet.

Where the outlet occurs at the upper end of an open ditch, the rip-rap protection will extend all around the end of the ditch and to a point 800mm downstream on either side. Where heavy overflow is likely to occur, sufficient additional rip-rap and filter material shall be placed as directed by the Engineer to prevent the water cutting around the protection.

C.8 CATCH BASINS AND JUNCTION BOXES

Unless otherwise noted, catch basins shall be in accordance with OPSD 705.010 and 705.030. The catch basin grate shall be a "Birdcage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catch basin with bolts into the concrete. Spacing of bars on grates for use on 600mmX600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmX600mm shall be 90mm.

All catch basins shall be backfilled with compacted Granular 'A' or 19mm clear crushed stone placed to a minimum width of 300mm on all sides. If settling occurs after construction, the Contractor shall supply and place sufficient granular material to maintain the backfill level flush with adjacent ground. The riser sections of the catch basin shall be wrapped with filter cloth.

Quarry stone rip-rap protection shall be placed around all catch basins and shall extend a minimum distance of one (1) metre away from the outer edge of each side of the catch basin, and shall be placed so that the finished surface of the rip-rap is flush with the existing ground.

If there are no existing drains to be connected to the catch basin at the top end of the drain, a plugged tile shall be placed in the upstream wall with the same elevations as the outlet tile.

Junction boxes shall have a minimum cover over the lid of 450mm.



The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. The top of the spill way of the earth berm shall be the same elevation as the high wall of the ditch inlet catch basin. The earth berm shall be covered with 100mm depth of topsoil and seeded with an approved green seed mixture. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 metres each way from all catch basins.

The Contractor shall clean all catch basin sumps after completion of the drain installation. Catch basin markers shall be placed beside each catch basin.

C.9 TRIBUTARY DRAINS

Any tributary tile encountered in the course of the drain is to be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary drains encountered are clean or reasonably clean, they shall be connected into the new drain in accordance with the typical tile drain connection detail. Tributary tile drain connections into the new drain shall be made using high density polyethylene agricultural drain tubing installed on and backfilled with 19mm clear crushed stone. All tile drain connections into the new drain shall be either a cored hole with an insert coupler or a manufactured tee.

Where the existing drains are full of sediment, the decision to connect the tributary drain to the new drain shall be left to the Engineer. The Contractor shall be paid for each tributary drain connection as outlined in the Form of Tender and Agreement.

The Contractor shall be responsible for all tributary tile connections for a period of one year from the date of the Completion Certificate. After construction, any missed tile connections required to be made into the new drain shall be paid at the same rate as defined in the Form of Tender and Agreement. The Contractor will have the option to make any subsequent tile connections or have the Municipality make the required connections and have the cost of which deducted from the holdback.

Where an open ditch is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain.

Where the Contractor is required to connect an existing tile which is not encountered in the course of the drain, the cost of such work shall constitute an extra to the contract.

C.10 CLEARING, GRUBBING AND MULCHING

The Contractor shall clear, brush and stump trees from within the working area.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched.

Clearing, grubbing and mulching shall be carried out as a separate operation from installing the drain, and shall not be completed simultaneously at the same location.



C.11 ROADS AND LANEWAY SUB-SURFACE CROSSINGS

All roads and laneway crossings may be made with an open cut. The Contractor may use original ground as backfill to within 600mm of finished grade only if adequate compaction and if the use of the original ground backfill has been approved beforehand by the Engineer.

C.12 FILLING IN EXISTING DITCHES

The Contractor shall backfill the ditch sufficiently for traversing by farm equipment. If sufficient material is available on-site to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled waterway. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period.

C.13 CONSTRUCTION OF GRASSED WATERWAYS

Where the Contractor is required to construct a grassed waterway, the existing waterway shall be filled in, regraded, shaped and a seed bed prepared prior to applying the grass seed. The grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO.

- 55% Creeping Red Fescue
- 15% Perennial Rye Grass
- 27% Kentucky Bluegrass
- 3% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.

C.14 UNSTABLE SOIL

The Contractor shall immediately contact the Engineer if unstable soil is encountered. The Engineer shall, after consultation with the Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

C.15 ROCKS

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a wheel machine. The Engineer shall determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

If only scattered large stone or boulders are removed on any project, the Contractor shall either excavate a hole to bury same adjacent to the drain, or he shall haul the stones or boulders to a location designated by the Landowner.



C.16 BROKEN OR DAMAGED TILE

The Contractor shall remove and dispose of all broken (existing or new), damaged or excess tile off site.

C.17 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEMS

Drainage Guide for Ontario, Ministry of Agriculture, Food and Rural Affairs, Publication 29 and its amendments, dealing with the construction of Subsurface Drainage Systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other Specifications of the Contract.

DIVISION E

SPECIFICATIONS FOR DRAINAGE CROSSINGS BY THE BORING METHOD

<u>E</u>	CONTENT	PAGE
E.1	GENERAL REQUIREMENTS	1
E.2	NOTIFICATION	1
E.3	PIPE	1
E.4	INSTALLATION	1
E.5	AUGER PIT	2
E.6	CONSTRUCTION	2
E.7	ACCEPTANCE	2

DIVISION E

SPECIFICATIONS FOR DRAINAGE CROSSINGS BY THE BORING METHOD

E.1 GENERAL REQUIREMENTS

When a drainage crossing of a Roadway, Railway, etc. is to be carried out by the Boring Method, the following Specifications for this work shall apply. The Authority having jurisdiction over the lands involved with the crossing will supply no labour, equipment or materials for the construction of the crossing unless otherwise specified.

The Contractor shall be fully responsible for availing himself of, and satisfying any further Specifications that may apply to borings affecting the Authority having jurisdiction over the lands involved with the crossing.

E.2 NOTIFICATION

The Contractor shall give the Authority responsible for the lands being crossed at least five (5) days notice before he commences any work on the crossing.

E.3 PIPE

The pipe or casing used in the crossing shall be smooth wall welded steel pipe with a minimum wall thickness as specified on the Plan and Profile. All pipe shall be new and manufactured from weldable steel having a minimum yield strength of 241 MPa. Pipe ends shall be bevel edged in the intrude to an angle of thirty (30) degrees for butt weld splicing. The name or trademark of the manufacturer and the heat number shall be clearly marked in the inside of the section of the pipe.

The pipe shall be of sufficient length so that during placement, no part of any excavation shall be closer than three (3) metres to the edge of a pavement and the slope of the excavation from the edge of shoulder, or other point as specified to the invert of the pipe shall be no less than one (1) metre vertical to one (1) metre horizontal (1:1) [See item E.5 "Auger Pit"].

E.4 INSTALLATION

The pipe or casing shall be placed by means of continuous flight augering inside the casing and simultaneous jacking to advance the casing immediately behind the tip of the auger. Complete augering of a tunnel slightly larger than the pipe and placing the entire length by pulling or jacking after completion of the tunnel will not be acceptable unless the method to be adopted is approved in advance by both the Engineer and the Authority responsible for the lands being crossed.



E.5 AUGER PIT

The pit excavated to accommodate the boring machine shall be so constructed so that the top edge of the pit shall not be closer than three (3) metres to the edge of the pavement. The slope of the pit from the top edge at the shoulder to the bottom of the pit shall not be steeper than one (1) metre vertical to one (1) metre horizontal (1:1). Shoring, sheeting, etc. shall be in accordance with the applicable and most recent Provincial Statutes.

The pit shall be left open for an absolute minimum of time, and if at all possible work shall be so scheduled so that excavation, placement of pipe and backfilling take place in one (1) working day. If this is not possible, every effort should be made to schedule the work so that the pit is not left open for more than one (1) day before and one (1) day after the boring operation.

E.6 CONSTRUCTION

During excavation, every effort should be made to place the top 300 mm of spoil (topsoil) in a separate pile for replacement on top on completion of the backfill operation. If this is not possible or practical, the Contractor shall import and place a minimum of 150 mm of good quality topsoil over the excavated and backfilled area. The finished work shall be left in a clean and orderly condition flush or slightly higher than the adjacent ground so that after settlement, it will conform to the surrounding ground. Excess earth (if any) shall be disposed of as directed by the Engineer and no additional payment will be allotted for such work.

The Contractor shall at his expense supply, erect and maintain suitable and adequate barricades, flashing lights, warning signs and/or flagmen to the satisfaction of the Engineer to adequately warn and protect the motoring public.

Any areas disturbed within the Right-of-Way of a County Road or King's Highway during construction, shall be covered with a minimum of 75 mm of topsoil, fertilized and seeded with an approved grass seed mixture.

E.7 ACCEPTANCE

All work undertaken by the Contractor shall be to the satisfaction of the Engineer.

DIVISION HSPECIAL PROVISIONS

<u>H</u>	CONTENT	PAGE
H.1	GENERAL	1
H.2	UTILITIES	1
H.3	WORKING AREA AND ACCESS	2
H.4	TOPSOIL	2
H.5	RIP-RAP	2
H.6	EXISTING DRAINS/TILE CONNECTIONS	2
H.7	PIPE, INSTALLATION, BEDDING & BACKFILL	3
H.8	CATCH BASINS & MANHOLES	4
H.9	PLUNGE POOL	5

DIVISION HSPECIAL PROVISIONS

Municipal Drain No. 24 - 2018 Town of Minto

Reference No. 1272

Special provisions means special directions containing requirements particular to the work not adequately provided for by the standard or supplemental Specifications. Special provisions shall take precedence and govern any standard or supplemental Specifications.

H.1 GENERAL

The Contractor shall notify the Landowners, the Township Road Foreman (Mike McIsaac) and the Engineer forty-eight (48) hours prior to construction and arrange a pre-construction meeting.

The Contractor shall verify the location of the new drainage system with the Engineer prior to construction.

The Contractor shall check and verify all dimensions and elevations and report any discrepancies to the Engineer prior to proceeding with the work.

All objects or obstructions within the construction working area such as signs, mailboxes, fences, property ornamentals, etc., that interfere with the installation of the drain shall be removed and reerected in the same location or another location satisfactory to the Landowner. Any damages to such objects by the Contractor shall be repaired, replaced, installed and paid for by the Contractor at the discretion of the Engineer.

The Contractor shall be responsible to arrange all traffic control signals, signs and devices that are required for safe and proper traffic management during the installation of the drainage system. The Contractor shall contact the Town of Minto for specified local procedures, guidelines and timelines. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor shall be responsible for notifying the public of any road closures or detours unless otherwise stated by the Town of Minto.

The Contractor must maintain access to all driveways along the route of the drain as well as maintain access for all emergency vehicles at all times during construction.

The Contractor shall be responsible for all trench settlement.

H.2 UTILITIES

All utilities shall be located and uncovered in the affected areas by the Contractor prior to construction.

The Contractor shall arrange to have a representative of the utility owner on site during construction if it is a requirement by the utility owner.



H.3 WORKING AREA AND ACCESS

The working area for construction purposes along the Main Drain (Closed) shall be a width of twenty-five (25) metres. The working area for construction purposes along the Main Drain (Open) shall be a width of ten (10) metres.

The working area for maintenance purposes shall be a width of ten (10) metres.

Each landowner shall designate access to and from the working area.

H.4 TOPSOIL

The Contractor shall strip the topsoil for a minimum width of 10 metres along the route of the proposed tile drainage system except from Sta. 2+082 to Sta. 3+340 where the stripping width shall be 6 metres.

In areas of deep cuts or in the event of poor soil conditions the Contractor shall strip topsoil wider than 10 metres to ensure no contamination of topsoil with subsoil.

The Contractor shall strip the topsoil for a maximum depth of 0.3 metres. In the event that topsoil is greater in depth than 0.3 metres, the Contractor shall make every reasonable effort to not mix the topsoil and subsoil during the backfilling of the trench.

The Contractor shall stockpile the topsoil and later spread it over the backfilled trench.

The Contractor shall use a trim dozer to finely grade the topsoil once it has been placed over the backfilled trench.

Under no circumstances will the Contractor attempt to place frozen topsoil over the backfilled trench.

H.5 RIP-RAP

All stone rip-rap material to be used around catch basins shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. All rip-rap material shall be placed on geo-textile filter material (Mirafi 180N).

Under no circumstances shall the Contractor substitute broken concrete for rip-rap.

H.6 EXISTING DRAINS/TILE CONNECTIONS

The Contractor shall uncover the existing drain in several locations prior to the commencement of construction.

The Contractor shall make all tributary tile drain connections in accordance with the Typical Tile Connection Detail on Drawing No. 3.

The Contractor shall be responsible for all tile connections for a period of one year after the issuance of the completion certificate. The tile connections required to be made within this warranty period shall be made at the same rate as defined on the Form of Tender and Agreement. After construction, the Contractor will be given the option to make any subsequent tile connections



or have the Town of Minto make said connections and have the costs of which deducted from the holdback.

All existing drains cut off during the installation of the new drainage system that will be connected to the new drainage system shall be flagged or marked by the Contractor prior to the connection being made.

H.7 PIPE, INSTALLATION, BEDDING & BACKFILL

H.7.1 Concrete Field Tile

All concrete tile shall meet or exceed the strength of 2000D Heavy-Duty Extra Quality Concrete Drain Tile.

Concrete field tile installed by means of an approved hydraulic excavator shall be installed using 19mm (3/4") crushed stone bedding and backfill from 150mm below the pipe to the spring line of the pipe, as per the detail on Drawing No. 3.

Approved native material shall be used as backfill from the spring line to the underside of the topsoil. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement.

The Contractor shall supply and wrap all concrete tile joints with geotextile filter material as part of this contract. The width of the filter material should be 400mm wide.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be Mirafi 140NC for clay or loam soil conditions and Mirafi 160N for sandy or silty soil conditions.

H.7.2 High Density Polyethylene Pipe (H.D.P.E.)

An approved hydraulic excavator shall be used for the installation of all H.D.P.E. pipe.

All H.D.P.E. pipe shall be BOSS 2000 (or equivalent) CSA B182.8/320 KPa.

All H.D.P.E. pipe shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the pipe to the spring line of the pipe. Suitable native material shall be used as backfill from the spring line to the underside of the topsoil. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.



H.8 CATCH BASINS & MANHOLES

All catch basins shall be precast concrete catch basins (Coldstream Concrete Ltd. or approved equal).

All existing catch basins and hickenbottoms to be removed shall be disposed of off-site by the Contractor.

All catch basins and manholes to have 300mm sumps.

The catch basin grate elevations shall be set to the satisfaction of the Engineer.

All catch basin grates shall be fastened to the new catch basins.

All catch basins shall have hot dipped galvanized bird cage grates as per Coldstream Concrete Ltd. (or approved equal).

Knockouts shall be provided in all catch basins.

All catch basins shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the structure to the underside of all pipes entering and exiting the structure. See the "Typical Catch Basin Installation Detail" on Drawing 3 in the set of plans.

The Contractor shall place quarry stone rip-rap material around all sides of all catch basins for a minimum width of 1 metre and shall be placed on an approved geo-textile filter material.

Lifts (modulocs) shall be placed by the Contractor on all catch basins if necessary to achieve the desired elevation when field setting the structures.

The Contractor shall be responsible to repair or reapply grout for all grouted connections into any catch basin for a period of one year after the completion certificate has been issued.

The Contractor shall be responsible for all settlement around the catch basins. Should the area around the catch basins settle after construction, the Contractor shall be responsible for providing the additional rip-rap required so that the top of the rip-rap is flush with the surrounding existing ground.

All pipes entering or exiting a catch basin, ditch inlet catch basin or junction box shall be installed such that the face of the pipe is flush with the inside wall of the structure.

All manholes to be precast reinforced concrete manholes and shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the structure to the underside of all pipes entering and exiting the structure.

The grate for the 1500 mm dia. precast reinforced concrete manhole at Sta. 0+924 shall be a Type A closed cover cast iron grate as per O.P.S.D. 401.010.

The 1500 mm dia. precast reinforced concrete manhole at Sta. 0+924 shall include circular aluminum maintenance hole steps as per O.P.S.D. 405.010.

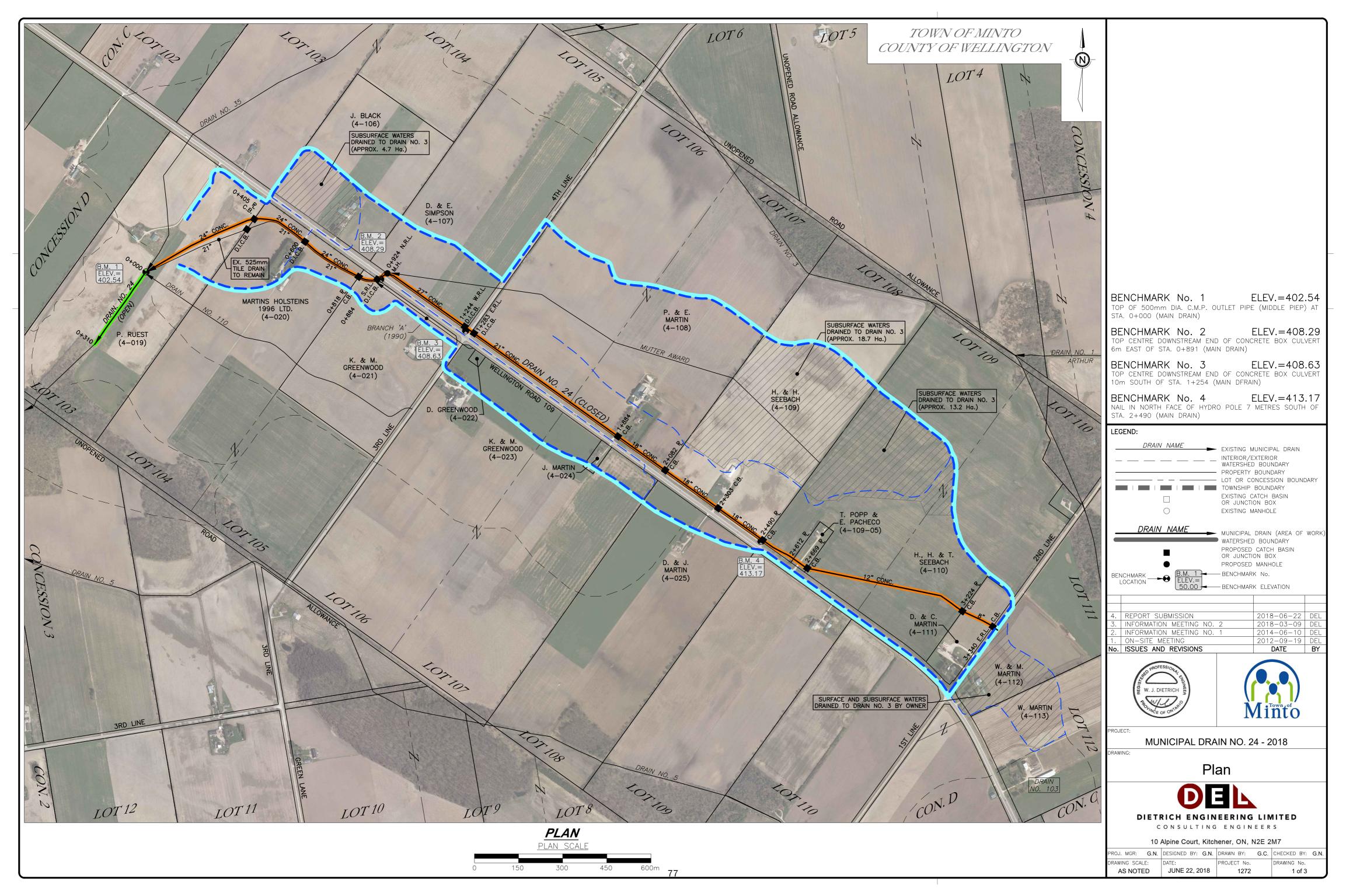


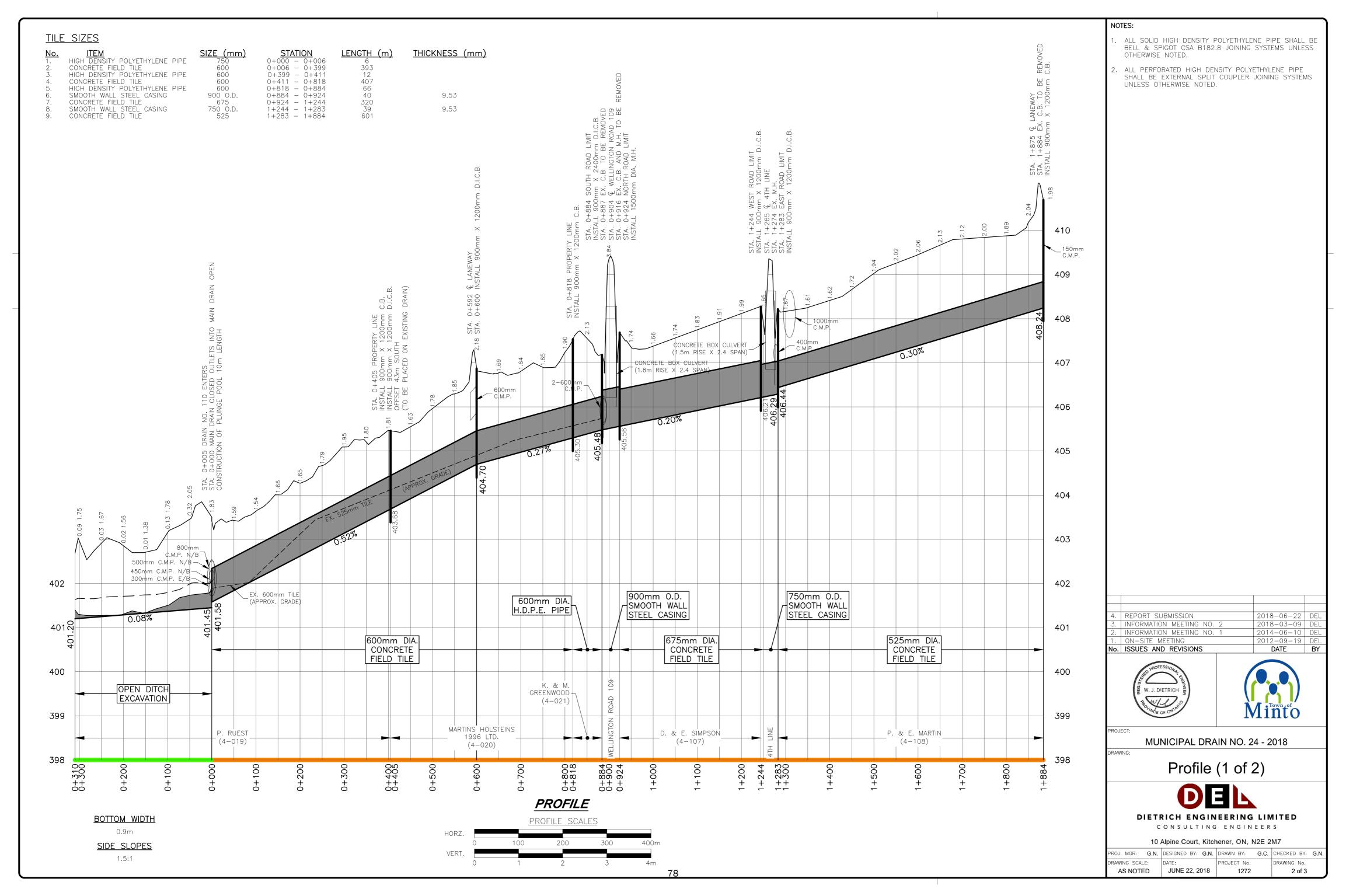
H.9 PLUNGE POOL

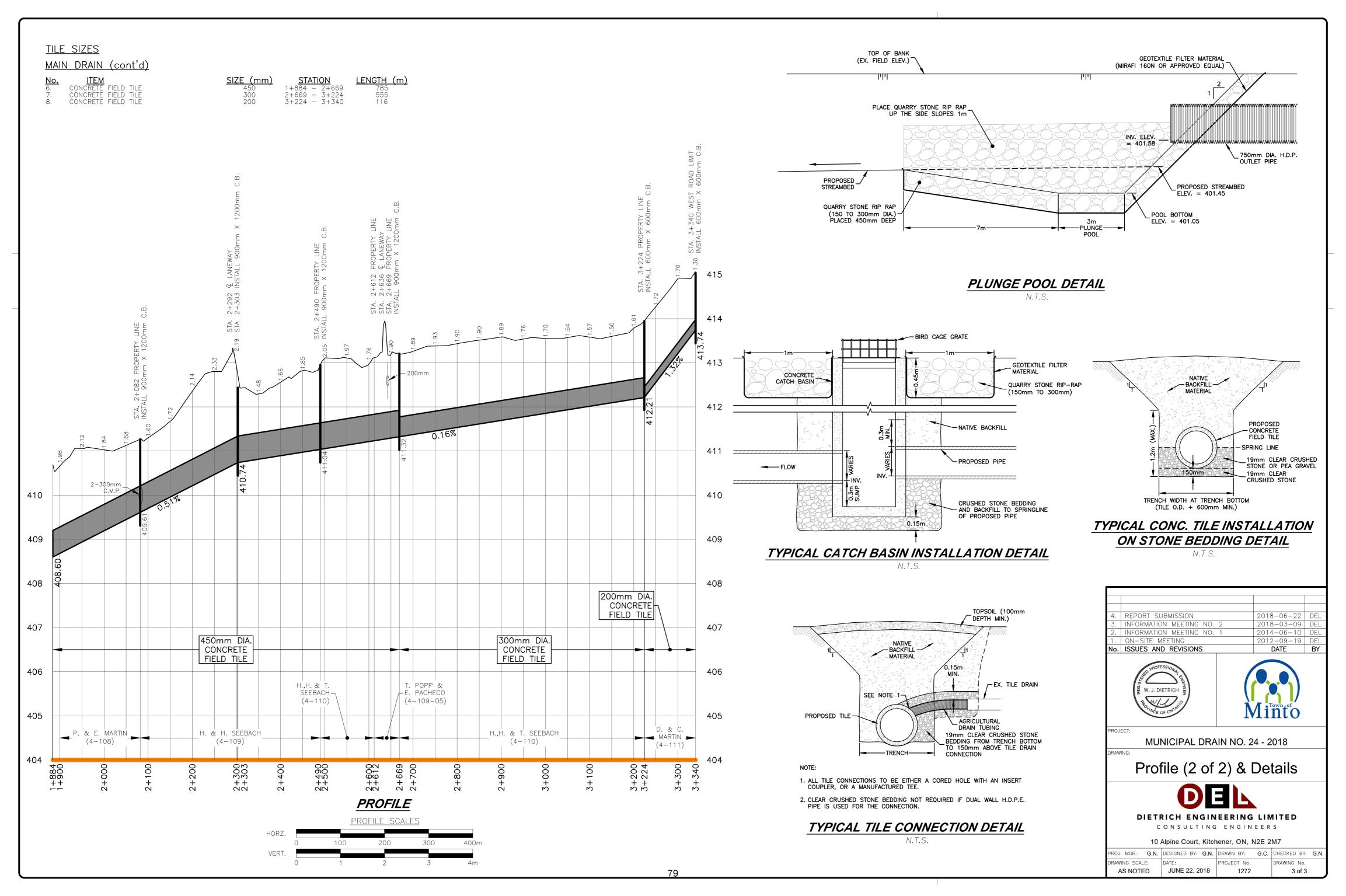
The Contractor shall construct a plunge pool in the Main Drain (Open) from Sta. 0+000 to Sta. 0+010. The plunge pool shall be lined with quarry-stone rip rap protection 150mm to 300mm in diameter placed 450mm deep and placed 1m up the side slopes of the ditch and around the new outlet pipe for Main Drain (Closed). The rip-rap shall be placed on an approved geotextile filter material (Mirafi 160N or approved equivalent).

The plunge pool shall be constructed in accordance with the Plunge Pool Detail on Drawing 3 in the set of plans.

.









Court of Revision Agenda Drain 39 Tuesday, August 7, 2018 3:00 p.m. Council Chambers

MUNICIPAL DRAIN LOCATION

Serving parts of Lots 5 to 7, Concessions 6 and 7, in the Town of Minto, County of Wellington.

1. Call to Order (appoint a Chair)

Clerk Call to order

- 2. Disclosure of Pecuniary Interest under the Municipal Conflict of Interest Act
- 3. Roll Call
 - a) Names of Landowners Present
 - b) Others Present (Engineer, Staff)

4. Appeals

Clerk to advise if any appeals received pursuant to the Drainage Act.

5. Deliberations

Chair may ask the Engineer to present information if necessary, or may call on any landowners or staff who may have comments to assist members.

6. Pronouncement of the Decision of Court

Chair calls upon members for direction on the matter.

7. Close or Adjournment of Court

Municipal Drain No. 39 - 2018 Town of Minto County of Wellington



Reference No. 1617

June 20, 2018

Municipal Drain No. 39 - 2018 Town of Minto

Contents

1.0	Introduction	1
2.0	History	1
3.0	On-Site Meeting	2
4.0	Information Meeting	3
5.0	Findings	4
6.0	Recommendations	5
7.0	Summary of Proposed Works	5
8.0	Working Area and Access	5
9.0	Watershed Characteristics	5
10.0	Soil Characteristics	6
11.0	Allowances	7
12.0	Estimated Construction Costs	8
13.0	Summary of Estimated Construction Costs	12
14.0	Summary of Estimated Costs	12
15.0	Assessment	13
16.0	Maintenance	13
Sched	dule of Assessment for Construction – Main Drain	14
Sched	dule of Assessment for Construction – Branch 'C'	15
Sched	dule of Net Assessment for Construction	16
Sched	dule of Assessment for Maintenance – Main Drain	17
Sched	dule of Assessment for Maintenance – Branch 'C'	18

Specifications for the Construction of Municipal Drainage Works

DIVISION A-General Conditions
DIVISION B-Specification for Open Drains
DIVISION C-Specification for Tile Drains
DIVISION E-Specification for Drainage Crossings by the Boring Method
DIVISION H-Special Provisions



CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7 | T: (519) 880-2708

F: (519) 880-2709

E: mail@dietricheng.com

Kitchener, Ontario June 20, 2018

Municipal Drain No. 39 - 2018 **Town of Minto County of Wellington**

To the Mayor and Council of the Town of Minto

Members of Council:

1.0 Introduction

We are pleased to present our report on "Municipal Drain No. 39 - 2018", serving parts of Lots 5 to 7, Concessions 6 and 7, in the Town of Minto, County of Wellington.

Authority to prepare this report was obtained by a resolution of the Town of Minto Council at its May 3, 2016 meeting to appoint Dietrich Engineering Limited to prepare an Engineer's Report.

In accordance with your instructions pursuant to:

- 1. A request received by the Town of Minto Council under Section 78 of the Drainage Act, R.S.O. 1990, signed by Ronald and Debra Ross (Roll No. 4-151), Lot 5, Concession 6, and;
- 2. A petition received by the Town of Minto Council under Section 4(1)(c) of the Drainage Act, R.S.O. 1990, signed by Mike McIsaac, Town of Minto Road Foreman,

we have made an examination and survey of the affected areas and submit herewith our Report which includes Plan, Profiles, Details and Specifications for this work.

The attached Plan, Profiles, and Details, Drawings No. 1 and 2, Reference No. 1617, Specifications and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected

2.0 **History**

The upper end of Municipal Drain No. 39 was originally constructed under the authority of a report prepared by James A. Howes, O.L.S., dated February 4, 1957.

The report provided for the installation of approximately 3,125 lineal feet (952 metres) of 6 inch diameter (150 mm) to 10 inch (250 mm) diameter tile and the installation of four (4) catch basins. The outlet for the drain was into a woodlot on the west half of Lot 7, Concession 7.

From the outlet, the drain proceeds south-easterly through the east part of Lot 7 and the south-west corner of Lot 8, Concession 7, before it crosses through 6th Line road. From the south side of 6th



Line, the tile drain continues through the north-east part of Lot 6, Concession 6, crossing through 1st Road North and the north-west part of Lot 5, Concession 6, to the head of the drain on the south side of 6th Line.

For the lower end of Municipal Drain No. 39, an old award drain in part of Lot 9 and Lot 10, Concession 7, was replaced with a new municipal drain under the authority of a report prepared by J. R. Spriet, P.Eng., of Spriet Associates London Limited, dated October 28, 1991.

The report provided for the installation of approximately 569 metres of 350 mm diameter to 450 mm diameter field tile, one (1) 6 metre length of 600 mm diameter corrugated metal outlet pipe, the installation of one (1) catch basin, the installation of an 800 mm diameter corrugated metal pipe culvert, the construction of a low flow culvert under Road 10-11(Pike Lake Road), and the excavation of approximately 225 metres of the existing open ditch know as Municipal Drain No 3.

The drain commenced at an outlet into the open ditch of Municipal Drain No. 3 in the south-west part of Lot 10, Concession 7, and proceeded north-easterly through Lot 10, turning south at the Lot 9 property line before coming to the head of the drain at the property line between the east half and west half of Lot 9, Concession 7.

The lower end of Municipal Drain No. 39 was extended under the authority of a report prepared by J. R. Spriet, P.Eng., of Spriet Associates London Limited, dated February 28, 1997.

The report provided for the extension of the Main Drain, consisting of the installation of approximately 593 metres of 300 mm diameter to 450 mm diameter concrete and high density polyethylene pipe, and two (2) catch basins.

Branch 'A', consisting of the installation of approximately 617 metres of 200 mm diameter to 350 mm diameter concrete and plastic field tile and 19 metres of smooth wall steel casing under 6th Line, and two (2) catch basins.

Branch 'B', consisting of the installation of approximately 193 metres of 200 mm diameter plastic field tile.

The Main Drain extension was constructed from its outlet into the upper end of the 1991 tile drain between the east and west halves of Lot 9, Concession 7, in a south-easterly direction to the property line between Lot 8 and Lot 9, Concession 7, then north-easterly to the head of the drain on upstream side of a laneway in the middle of Lot 8, Concession 7.

Branch 'A' commenced at an outlet into the new extension of the Main Drain at the property line between Lot 8 and Lot 9, Concession 7, then proceeded south-easterly through the 6th Line road to the head of the drain at the property line between Lot 7 and Lot 8, Concession 6.

Branch 'B' commenced at an outlet into the new extension of the Main Drain, approximately 28 metres east of the east and west halves of Lot 9, Concession 7, to the property line between Lot 8 and Lot 9, Concession 7.

3.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on November 4, 2016. The place of meeting was on the 6th Line road allowance, adjacent to the Lena Martin property, Part of Lot 6, Concession 7.



Persons in attendance were:

Greg Nancekivell, C.E.T. **Dietrich Engineering Limited** Michel Terzian Dietrich Engineering Limited Mike McIsaac Road Foreman, Town of Minto Edgar Martin Landowner (Pt. Lot 6, Con. 6) Ronald Ross Landowner (Lot 5, Con. 6) Jessie Ross Landowner (Pt. Lot 6, Con. 6) David Campbell Landowner (Lot 8, Con. 7) Linda Sinclair Landowner (Pt. Lot 7, Con. 7) Landowner (Pt. Lot 8, Con. 6) Jim McLaughlin

Comments, concerns and issues that were discussed at the On-Site Meeting include:

- The existing drains on the west part of Lot 7, Concession 7, are working fine with no issues.
- The main drain through Lot 8, Concession 7, works well, property owner has no concerns.
- Existing tile has some blowouts through the north part of Lot 6, Concession 6.
- Would like a new branch brought up to the road on the L. Martin property, part of Lot 7, Concession 7, because there is typically a wet spot north of the road, opposite an existing surface pipe through 6th Line, adjacent to the H. & B. Savage property (Roll No. 4-153-01), part of Lot 7, Concession 6.
- The woodlot on part of Lot 7 and part of Lot 8, Concession 7, is a low hole and wet all the time, water just stays in it.
- The watershed needs to be checked in a few spots.
- Landowners would like to see the drain replaced with bigger and deeper tile.
- Generally a sandy loam soil within the watershed.

4.0 Information Meeting

An information meeting was held on March 9, 2018, at the Town of Minto Municipal Office. Persons in attendance were:

Greg Nancekivell, C.E.T. Dietrich Engineering Ltd.
Michel Terzian Dietrich Engineering Ltd.

Mike McIsaac Road Foreman, Town of Minto

Shane Ross Representing Ronald & Debra Ross (Lot 5, Con. 6)

Edgar Martin Landowner (Pt. Lot 6, Con. 6)

Terry Ross Representing Jessie Ross (Pt. Lot 6, Con. 6)

Linda Sinclair Landowner (*Pt. Lot 7, Con. 7*)

Mark & Maynard Martin Landowners (*Pt. Lot 5, Con. 7*)

Comments, concerns and issues that were discussed at the Information Meeting include:

Attendees were presented with the proposed design for the Main Drain, which consisted of
the installation of approximately 1,078 metres of 300 mm to 500 mm diameter concrete
field tile, high density polyethylene pipe and smooth wall steel casing, the excavation of
approximately 48 metres of existing open ditch, and the installation of eight (8) concrete
catch basins and one (1) concrete junction box.



- Branch 'C' consisted of the installation of approximately 58 metres of 200 mm diameter concrete field tile, and the one (1) concrete catch basin.
- The new proposed drain is designed for a 1.5" Drainage Coefficient (38.1 mm of rainfall per 24 hours) which attendees thought should be the minimum design standard.
- There were concerns about the ability of the woodlot on the west part of Lot 7, Concession 7, to accommodate the water from the new and larger drainage system without causing flooding within the woodlot and on downstream lands.
- The owners of Lot 5, Concession 7, intend to systematically tile their property and would like to tile some land from outside the watershed on the east side of the laneway, into the watershed for the new drainage system, so make sure the tile is sized for the extra water. A map detailing the configuration of the proposed tiling system was provided to Dietrich Engineering staff at the meeting.

5.0 Findings

We have made an examination of the drainage area and have found the following:

- 1. Municipal Drain No. 39 constructed under the authority of a report prepared by James A. Howes, O.L.S., dated February 4, 1957, is in a poor state of repair and is neither of sufficient capacity nor depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
- 2. M. & M. Martin, landowners of part of Lot 5, Concession 7, would like to systematically tile approximately 2 hectares of land (5 acres) from outside the watershed east of their laneway, into the proposed drainage system.
- 3. Water doesn't drain away from an area on the L. Martin property (Roll No. 4-168) on the east part of Lot 7, Concession 7, on the north side of 6th Line, opposite an existing surface pipe through 6th Line, and typically remains wet.
- 4. Part of the woodlot on west part of Lot 7, Concession 7, is an Evaluated but non-Provincially Significant Wetland according to the Ministry of Natural Resources and Forestry website.
- 5. Approximately 1.2 hectares (3 acres) of the R. & D. Ross property (Roll No. 4-151), Lot 5, Concession 6, is tiled out of the watershed for the proposed drainage system.
- 6. Landowners of Lots 8 to 10, Concession 7, and Lots 8 and 9, Concession 6, were invited to the on-site meeting dated November 4, 2016, to discuss any drainage issues they may have and wish to address through a new drainage report. At the time, there was no interest from those property owners to have improvements made to the existing drainage systems through their lands.
- 7. Landowners on Lot 8 and part of Lot 9, Concessions 6 and 7, were mailed a letter dated April 6, 2018, advising them that an information meeting with the affected landowners for the upper end of Municipal Drain No. 39, had taken place and that the downstream landowners who received a copy of the letter, would not be assessed for the proposed drainage works. Landowners were instructed to contact the office of the engineer if they had any questions or concerns regarding the proposed work.
- 8. The drainage coefficient design standard used for the Municipal Drain No. 39 extension in 1997 is 13 mm (0.5") of rainfall per 24 hours.



6.0 Recommendations

It is our recommendation that:

- 1. A new tile drainage system, **Main Drain**, be constructed from its outlet on the L. Sinclair property (Roll No. 4-167), part of Lot 7, Concession 7, upstream approximately 1,078 metres to the north road limit of 6th Line, in the Town of Minto, Wellington County.
- 2. A new tile drainage system, **Branch 'C'**, be constructed from its outlet into the Main Drain on the L. Martin property (Roll No. 4-168), part of Lot 7, Concession 7, upstream approximately 58 metres to the north road limit of 6th Line, in the Town of Minto, County of Wellington.
- 3. The existing tile drainage system constructed under the authority of the report prepared by James A. Howes, O.L.S., dated February 4, 1957, shall be abandoned and destroyed.
- 4. This new drainage system shall be known as "Municipal Drain No. 39 2018".
- 5. The drainage coefficient design standard used for this drain is 38.1 mm (1.5") of rainfall per 24 hours.

7.0 Summary of Proposed Works

The proposed work on the Main Drain consists of approximately 48 metres of existing open ditch excavation; 1,038 metres of 300 mm to 450 mm diameter concrete field tile and high density polyethylene pipe; the installation of eight (8) concrete catch basins and one (1) concrete junction box; and the installation of 40 metres of 400 mm to 500 mm O.D. smooth wall steel casing to be installed by the jack & bore method.

The proposed work on Branch 'C' consists of approximately 58 metres of 200 mm diameter concrete field tile; and the installation of one (1) concrete catch basin.

8.0 Working Area and Access

The working area for construction purposes shall be a width of twenty-five (25) metres for the Main Drain and Branch 'C', except for in the woodlot on the L. Sinclair property (Roll no. 4-167), part of Lot 7, Concession 7, from Main Drain Sta. 0+000 to Sta. 0+048, where the working area shall be a width of twenty (20) metres.

The working area for maintenance purposed shall be a width of ten (10) metres centered on the proposed tile drain.

Access to the working corridor on the L. Sinclair property, part of Lot 7, Concession 7, shall be along a 5 metre wide access route as shown on the attached Plan (Drawing No. 1 of 2).

Access to the working corridor for Main Drain Sta. 0+079 to Sta. 1+078 and Branch 'C' shall be from where the proposed drain crosses 6th Line and 1st Road North.

9.0 Watershed Characteristics

The Drainage Area comprises approximately 41.5 hectares (102.5 acres). Land use within the watershed is primarily agricultural.

The watersheds were established using historic drainage reports, field investigations, Global Positioning System (G.P.S.) surveys and Southwestern Ontario Orthophotography Project (SWOOP) data.



10.0 Soil Characteristics

The Ontario Ministry of Agriculture, Food and Rural Affairs Agricultural Information Atlas, available online, describes the soil types within the watershed mostly as Harriston Loam, with a small pocket of Listowel Loam and an area of Muck within the woodlot on Lot 7, Concession 7.

A soils investigation by Dietrich Engineering Ltd. staff on November 11, 2016, generally confirm the above noted characteristics. Six (6) test pits were dug to an average depth of 2 metres and no water was encountered at the time. The average topsoil depth that was observed during the investigation was approximately 400 mm.



11.0 Allowances

In accordance with Sections 29 and 30 of the Drainage Act, R.S.O. 1990, we determine the allowances payable to Owners entitled thereto as follows.

Lot or Part	Con.	Owner	Roll No.	Right-of-Way (Section 29)	Damages to Lands and Crops (Section 30)	Total Allowances
MAIN DRAIN						
5	6	R. & D. Ross	4-151	\$ 2,930	\$ 2,600	\$ 5,530
Pt. 6	6	E. & L. Martin	4-152	\$ 3,030	\$ 2,690	\$ 5,720
W Pt. 7	7	L. & S. Sinclair	4-167	\$ 1,430	\$ 1,310	\$ 2,740
W Pt. 7 & E Pt. 6	7	L. Martin	4-168	\$ 4,610	\$ 4,100	\$ 8,710
5	7	M., J., M. & F. Martin	4-171		\$ 500	\$ 500
TOTAL ALLOWANC	ES, MA	IN DRAIN		\$12,000	\$11,200	\$23,200
BRANCH 'C'						
W Pt. 7 & E Pt. 6	7	L. Martin	4-168	\$ 650	\$ 580	\$ 1,230
TOTAL ALLOWANC	ES, BR	ANCH 'C'		\$ 650	\$ 580	\$ 1,230
TOTAL ALLOWANC MUNICIPAL DRAIN I	•	2018	<u>\$12,650</u>	<u>\$11,780</u>	<u>\$24,430</u>	

Total Allowances, under Sections 29 and 30 of the Drainage Act, R.S.O. 1990;

Municipal Drain No. 39 - 2018

\$24.430

Section 29 (Right-of-Way)

The land value used for calculating allowances for Right-of-Way is \$45,000/ha (\$18,212/acre) for agricultural lands and \$15,000/ha (\$6,071/acre) for woodlots.

Right-of-Way allowances have been calculated based on 25% of the estimated land value for a 10 metre Right-of-Way. Where lands were taken out of production for the construction of the Municipal Drain, Right-of-Way allowances have been calculated based on 100% of the estimated land value for the full area of land that was taken out of production.

Allowances for Right-of-Way were not provided in the report prepared by James A. Howes, O.L.S. dated February 4, 1957.

Section 30 (Damages)

Damages have been calculated based on \$4,000/ha (\$1,619/acre) for agricultural lands and \$2,000/ha (\$809/acre) for woodlots.

Allowances for accessing the working corridor along the route of the drain were awarded as Damages under Section 30 of the Drainage Act and were based on the length of the access route from the adjacent road and a 5 metre access route width using a value of \$4,000/ha (\$1,619/acre).



12.0 Estimated Construction Costs

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

Labour, Equipment and Materials

A)	MAIN	DRAIN
•		

7., <u>.</u>	<u>Description</u>	<u>Quantity</u>	<u>\$</u> ,	<u>/Unit</u>	<u>Total</u>
1)	Open Ditch Excavation (Sta. 0+000 to Sta. 0+048)	100 m³	\$	4.00	\$ 400.00
2)	Levelling of Excavated material (Sta. 0+000 to Sta. 0+048)	48 m	\$	3.00	\$ 144.00
3)	Stripping and stock piling of topsoil, 10m width (Sta. 0+000 to Sta. 0+489, Sta. 0+509 to Sta. 0+778 & Sta. 0+798 to Sta. 1+058)	1,018 m	\$	7.00	\$ 7,126.00
4)	Levelling of stripped topsoil with trim dozer (Sta. 0+000 to Sta. 0+489, Sta. 0+509 to Sta. 0+778 & Sta. 0+798 to Sta. 1+058)	1,018 m	\$	3.00	\$ 3,054.00
5)	Supply 450mm diameter, H.D.P.E. solid outlet pipe complete with rodent grate (320 kPa, CSA B182.8, bell and spigot joining system)	6 m	\$	65.00	\$ 390.00
	Installation of 450mm diameter H.D.P.E. outlet pipe (Sta. 0+000 to Sta. 0+006)	l.s.			\$ 500.00
6)	Quarry stone rip-rap protection and geotextile filter material (Mirafi 180N or equivalent, approximately 40m ²)	l.s.			\$ 1,500.00
7)	Supply 450mm diameter H.D.P.E. solid pipe (320 kPa, CSA B182.6, bell and spigot joining system)	150 m	\$	65.00	\$ 9,750.00
	Installation of 450mm H.D.P.E. diameter pipe by means of excavator on crushed stone bedding (Sta. 0+006 to Sta. 0+079 & Sta. 0+412 to Sta. 0+489)	150 m	\$	50.00	\$ 7,500.00
8)	Supply 450mm diameter concrete field tile (2000D)	333 m	\$	29.00	\$ 9,657.00
	Installation of 450mm diameter concrete field tile by means of a wheel trencher (Sta. 0+079 to Sta.0+412)	333 m	\$	24.00	\$ 7,992.00



9)	Supply 400mm diameter concrete field tile (2000D) Installation of 400mm diameter concrete field tile	269 m	\$ 24.00	\$ 6,456.00
	by means of a wheel trencher (Sta. 0+509 to Sta.0+778)	269 m	\$ 22.00	\$ 5,918.00
10)	Supply 300mm diameter concrete field tile (2000D)	260 m	\$ 16.00	\$ 4,160.00
	Installation of 300mm diameter concrete field tile by means of a wheel trencher (Sta. 0+798 to Sta.1+058)	260 m	\$ 20.00	\$ 5,200.00
11)	Supply 200mm diameter H.D.P.E. solid pipe (320 kPa, CSA B182.8, bell and spigot joining system)	9 m	\$ 15.00	\$ 135.00
	Installation of 200mm diameter H.D.P.E. pipe by means of excavator on crushed stone bedding (Offset D.I.C.B. lead at Sta. 0+448)	9 m	\$ 45.00	\$ 405.00
12)	Supply & install 900mm x 1200mm concrete ditch inlet catch basin including the removal of existing hickenbottom (Sta. 0+079)	1 ea.	\$ 3,000.00	\$ 3,000.00
13)	Supply & install 900mm x 1200mm junction box (Sta. 0+272)	1 ea.	\$ 2,000.00	\$ 2,000.00
14)	Supply & install 450mm x 200mm diameter H.D.P.E. solid tee (320 kPa, CSA B182.8, bell and spigot joining system) (Sta. 0+448)	1 ea.	\$ 500.00	\$ 500.00
15)	Supply & install 450mm diameter H.D.P.E. solid 45 deg. elbows (320 kPa, CSA B182.8, bell and spigot joining system, Sta. 0+483, Sta.0+489 & Sta. 0+509)	3 ea.	\$ 500.00	\$ 1,500.00
16)	Tile Connections	l.s.		\$ 1,023.00
	Sub-Total			\$ 78,310.00



17)	Work to be done on the 6th Line Road Allowance (Sta. 0+489 to Sta. 0+509)		
a)	Supply 500 mm O.D. smooth wall steel casing 9.5mm (0.37") wall thickness	20 m \$ 220.	00 \$ 4,400.00
	Installation of 500mm O.D. smooth wall steel casing by jack & bore method (Sta. 0+489 to Sta.0+509)	20 m \$ 600.	00 \$ 12,000.00
b)	Supply & install 900mm x 1200mm concrete ditch inlet catch basin including the removal and offsite disposal of existing catch basin at Sta. 0+509 (Sta. 0+489 & Sta. 0+509)	2 ea. \$3,000	00 \$ 6,000.00
c)	Supply & install 600mm x 600mm concrete ditch inlet offset catch basin 9 metres south of Sta. 0+448 including connection to the Main Drain with 250 mm diameter H.D.P.E. pipe (320 kPa)	1 ea. \$ 2,500.	00 \$ 2,500.00
	Sub-Total		\$ 24,900.00
18)	Work to be done on the 1st Road North Road Allowance (Sta. 0+778 to Sta. 0+798)		
a)	Supply 375mm diameter H.D.P.E. solid pipe (320 kPa, CSA B182.8, bell and spigot joining system)	20 m \$ 49.	00 \$ 980.00
	Installation of 375mm diameter H.D.P.E. by Excavator including granular base and backfill including the removal and offsite disposal of existing fill (open cut method) (Sta. 0+778 to Sta. 0+798)	l.s.	\$ 5,000.00
b)	Supply & install 600mm x 600mm concrete ditch inlet catch basin including the removal and offsite disposal of existing catch basin at Sta. 0+798 (Sta. 0+798)	1 ea. \$ 2,000.	00 \$ 2,000.00
c)		1 ea. \$3,000	00 \$ 3,000.00
d)	Supply 450mm diameter H.D.P.E. solid pipe (320 kPa, CSA B182.8, bell and spigot joining system)	14 m \$ 65.	00 \$ 910.00
	Installation of Road Culvert including the removal and offsite disposal of the existing 450mm diameter C.M.P. (Surface Culvert) (Sta. 0+781 to Sta. 0+795)	l.s.	\$ 1,000.00
	Sub-Total		\$ 12,890.00



19)	Work to be done on the 6th Line Road Allowance (Sta. 1+058 to Sta. 1+078)			_	
a)	Supply 400 mm O.D. smooth wall steel casing 9.5mm (0.37") wall thickness	20 m	\$ 200.00	\$	4,000.00
	Installation of 400mm O.D. smooth wall steel casing by jack & bore method (Sta. 1+056 to Sta.1+076)	20 m	\$ 500.00	\$	10,000.00
b)	Supply & install 600mm x 600mm concrete ditch inlet catch basin including the removal and offsite disposal of existing catch basin at Sta.	2 ea.	\$ 2,000.00	\$	4,000.00
	1+056 (Sta. 1+056 & Sta. 1+076)	2 C a.	φ 2,000.00		
	Sub-Total			<u>\$</u>	18,000.00
TOTAL MAIN I	ESTIMATED CONSTRUCTION COSTS DRAIN			<u>\$1</u>	34,100.00
B) <u>BF</u>	RANCH 'C'				
	<u>Description</u>	Quantity	<u>\$/Unit</u>		<u>Total</u>
1)	Stripping and stock piling of topsoil, 10m width	58 m	\$ 7.00	\$	406.00
2)	Levelling of stripped topsoil with trim dozer	58 m	\$ 3.00	\$	174.00
3)	Supply 200mm diameter concrete field tile (2000D)	58 m	\$ 11.00	\$	638.00
	Installation of 200mm diameter concrete field tile by means of a wheel trencher (Sta. 0+000 to Sta.0+058)	58 m	\$ 20.00	\$	1,160.00
4)	Tile Connections	l.s.		\$_	222.00
	Sub-Total			\$	2,600.00
5)	Work to be done on the 6th Line Road Allowance (Sta. 0+058)			-	
a)	Supply & install 600mm x 600mm concrete ditch inlet catch basin (Sta. 0+058)	1 ea.	\$ 2,000.00	\$	2,000.00
	Sub-Total			\$	2,000.00
TOTAL BRANG	\$	4,600.00			
TOTAL ESTIMATED CONSTRUCTION COSTS MUNICIPAL DRAIN NO. 39 - 2018					



13.0 SUMMARY OF ESTIMATED CONSTRUCTION COSTS

A) MAIN DRAIN B) BRANCH 'C'	\$ 134,100.00 \$ 4,600.00
TOTAL ESTIMATED CONSTRUCTION COSTS MUNICIPAL DRAIN NO. 39 - 2018	\$ 138,700.00
Total Estimated Materials Total Estimated Labour and Equipment	\$ 63,838.00 \$ 74,862.00
TOTAL ESTIMATED CONSTRUCTION COSTS MUNICIPAL DRAIN NO. 39 - 2018	\$ 138,700.00
14.0 SUMMARY OF ESTIMATED COSTS	
Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990	\$ 24,430.00
Total Estimated Construction Costs	\$ 138,700.00
Meetings, survey, design, preparation of preliminary cost estimates and reports, preparation of final drainage report, consideration of report and court of revision	\$ 29,900.00
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 12,500.00
Contingencies, Interest, Soils Investigation and net H.S.T.	\$ 8,370.00
TOTAL ESTIMATED COSTS MUNICIPAL DRAIN NO. 39 - 2018	\$ 213,900.00

The estimated cost of the work in the Town of Minto is \$213,900.00.



15.0 Assessment

We assess the cost of this work against the lands and roads liable for assessment for benefit and outlet as shown on the annexed Schedule of Assessment. We have determined that there is no injuring liability assessment involved.

The existing Municipal Drain No. 39 constructed under the report of James A. Howes, O.L.S., dated February 4, 1957, shall be abandoned and cease to be a municipal drain after Municipal Drain No. 39 - 2018 is constructed.

Whether or not the Town of Minto elects to do the work on their property, Sta. 0+489 to Sta. 0+509, Sta. 0+778 to Sta. 0+798 and Sta. 1+058 to Sta. 1+078, they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the roads as Special Assessments in addition to any benefit and outlet assessments. The Special Assessments shall be made up of the actual construction costs plus an allowance for administration costs.

16.0 Maintenance

After completion, this drain shall be maintained by the Town of Minto at the expense of all the lands and roads assessed in the attached Schedules of Assessments for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act, with the exception of items included under report Section 12.0 Estimated Construction Costs for road works Main Drain Item 17), 18) and 19), and Branch 'C' Item 5), which shall be maintained by the Town of Minto at the expense of the road authority having jurisdiction over the road.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

W. J. Dietrich, P.Eng

wir age

WJD:mt

SCHEDULE OF ASSESSMENT FOR CONSTRUCTION Municipal Drain No. 39 - 2018 **Town of Minto**

		APPROX.			(SEC. 22)	(SEC. 23)	(SEC. 26)		LESS 1/3		
LOT OR		HECTARES		ROLL	BENEFIT	OUTLET	SPECIAL	TOTAL	GOV'T	LESS	NET
PART	CON.	AFFECTED	OWNER	NO.	LIABILITY	LIABILITY	ASSESSMENT	ASSESSMENT	GRANT	ALLOWANCES	ASSESSMENT
MAIN DRA	<u>IIN</u>										
5	6	8.5	R. & D. Ross	(4-151)	\$15,800	\$13,144		\$28,944	\$9,648	\$5,530	\$13,766
Pt 6	6	10.2	E. & L. Martin	(4-152)	\$17,200	\$11,146		\$28,346	\$9,449	\$5,720	\$13,177
Pt. 6	6	3.5	J. Ross	(4-152-50)		\$5,282		\$5,282	\$1,761		\$3,521
7	6	1.5	H. & B. Savage	(4-153)		\$785		\$785	\$262		\$523
* Pt. 7	6	0.3	H. & B. Savage	(4-153-01)		\$219		\$219			\$219
* Pt. 7	6	0.4	H. Savage	(4-153-03)		\$287		\$287			\$287
* Pt. 5	7	0.2	S. Howe & P. Harris	(4-170)		\$633		\$633			\$633
5	7	2.1	M., J., M. & F. Martin	(4-171)	\$2,500	\$6,497		\$8,997	\$2,999	\$500	\$5,498
E. Pt 6	7	1.1	L. Martin	(4-169)		\$987		\$987	\$329		\$658
* Pt. 6	7	1.0	The Trustees of Old Order Mennonite Conference	(4-169-10)		\$911		\$911			\$911
W. Pt 7, E. Pt 6	7	8.9	L. Martin	(4-168)	\$24,500	\$4,379		\$28,879	\$9,626	\$8,710	\$10,543
W. Pt 7	7	0.8	L. & S. Sinclair	(4-167)	\$5,000	\$84		\$5,084	\$1,695	\$2,740	\$649
Total Asse	ssment o	on Lands			\$65,000	\$44,354		\$109,354	\$35,769	\$23,200	\$50,385
1st Road N	lorth	1.4	Town of Minto		\$3,000	\$6,691	\$16,040	\$25,731			\$25,731
6th Line		1.6	Town of Minto		\$6,000	\$9,585	\$54,230	\$69,815			\$69,815
Total Asse	ssment o	on Roads			\$9,000	\$16,276	\$70,270	\$95,546			\$95,546
		on Lands ar	•		ф 7 4 000	* 00.000	\$70.07¢	* 004.000	#05 700	* 00.000	\$4.45.004
wunicipai	Drain N	o. 39 - 2018 (wam Drain)		\$74,000	\$60,630	\$70,270	\$204,900	\$35,769	\$23,200	\$145,931

- NOTES: 1. * Denotes lands not eligible for ADIP grants
 - 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
 - 3. The NET ASSESSMENT is for information purposes only $\frac{1}{7}$

Page | 15

SCHEDULE OF ASSESSMENT FOR CONSTRUCTION Municipal Drain No. 39 - 2018 Town of Minto

		APPROX.			(SEC. 22)	(SEC. 23)		LESS 1/3		
LOT OR	1	HECTARE	S	ROLL	BENEFIT	OUTLET	TOTAL	GOV'T	LESS	NET
PART	CON.	AFFECTE	D OWNER	NO.	LIABILITY	LIABILITY	ASSESSMENT	GRANT	ALLOWANCES	ASSESSMENT
BRANCH 'C'										
7	6	1.5	H. & B. Savage	(4-153)		\$1,383	\$1,383	\$461		\$922
* Pt. 7	6	0.3	H. & B. Savage	(4-153-01)		\$329	\$329			\$329
* Pt. 7	6	0.4	H. Savage	(4-153-03)		\$423	\$423			\$423
W. Pt 7, E. Pt 6	7	0.4	L. Martin	(4-168)	\$3,000	\$168	\$3,168	\$1,056	\$1,230	\$882
Total Assessment	t on Land	s			\$3,000	\$2,303	\$5,303	\$1,517	\$1,230	\$2,556
6th Line		0.3	Town of Minto		\$2,500	\$1,197	\$3,697			\$3,697
Total Assessment	t on Road	ls			\$2,500	\$1,197	\$3,697			\$3,697
Total Assessment on Lands and Roads, Municipal Drain No. 39 - 2018 (Branch 'C') \$5,500 \$3,500 \$9,000 \$1,517 \$1,230 \$6,253								\$6,253		

NOTES:

- 1. * Denotes lands not eligible for ADIP grants
- 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
- 3. The NET ASSESSMENT is provided for information purposes only

ı

SCHEDULE OF NET ASSESSMENT FOR CONSTRUCTION

Municipal Drain No. 39 - 2018 Town of Minto

							LESS 1/3		
LOT OR			ROLL	MAIN		TOTAL	GOV'T	LESS	NET
PART	CON.	OWNER	NO.	DRAIN	BRANCH 'C'	ASSESSMENT	GRANT	ALLOWANCES	ASSESSMENT
5	6	R. & D. Ross	(4-151)	\$28,944		\$28,944	\$9,648	\$5,530	\$13,766
Pt 6	6	E. & L. Martin	(4-152)	\$28,346		\$28,346	\$9,449	\$5,720	\$13,177
Pt. 6	6	J. Ross	(4-152-50)	\$5,282		\$5,282	\$1,761		\$3,521
7	6	H. & B. Savage	(4-153)	\$785	\$1,383	\$2,168	\$723		\$1,445
* Pt. 7	6	H. & B. Savage	(4-153-01)	\$219	\$329	\$548			\$548
* Pt. 7	6	H. Savage	(4-153-03)	\$287	\$423	\$710			\$710
* Pt. 5	7	S. Howe & P. Harris	(4-170)	\$633		\$633			\$633
5	7	M., J., M. & F. Martin	(4-171)	\$8,997		\$8,997	\$2,999	\$500	\$5,498
E. Pt 6	7	L. Martin	(4-169)	\$987		\$987	\$329		\$658
* Pt. 6	7	The Trustees of Old Order Mennonite Conference	(4-169-10)	\$911		\$911			\$911
W. Pt 7, E. Pt 6	7	L. Martin	(4-168)	\$28,879	\$3,168	\$32,047	\$10,682	\$9,940	\$11,425
W. Pt 7	7	L. & S. Sinclair	(4-167)	\$5,084		\$5,084	\$1,695	\$2,740	\$649
Total Asses	sment on	Lands		\$109,354	\$5,303	\$114,657	\$37,286	\$24,430	\$52,941
1st Road No	orth	Town of Minto		\$25,731		\$25,731			\$25,731
6th Line		Town of Minto		\$69,815	\$3,697	\$73,512		-	\$73,512
Total Asses	sment on	Roads		\$95,546	\$3,697	\$99,243		-	\$99,243
Total Asses	ssment or	n Lands and Roads,							
Municipal D	Orain No.	39 - 2018		\$204,900	\$9,000	\$213,900	\$37,286	\$24,430	\$152,184

NOTES:

- *1. Denotes lands not eligible for ADIP grants
- 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

I EQC 1/2

3. The NETASSESSMENT is provided for information purposes only



SCHEDULE OF ASSESSMENT FOR MAINTENANCE Municipal Drain No. 39 - 2018 Town of Minto

LOT OR PART	CON.	APPROX. HECTARES AFFECTED	OWNER		PORTION OF IAINTENANCE COST
MAIN DRAI	<u>N</u>				
5	6	8.5	R. & D. Ross	(4-151)	15.7%
Pt 6	6	10.2	E. & L. Martin	(4-152)	20.2%
Pt. 6	6	3.5	J. Ross	(4-152-50)	7.0%
7	6	1.5	H. & B. Savage	(4-153)	3.0%
* Pt. 7	6	0.3	H. & B. Savage	(4-153-01)	0.8%
* Pt. 7	6	0.4	H. Savage	(4-153-03)	1.1%
* Pt. 5	7	0.2	S. Howe & P. Harris	(4-170)	0.6%
5	7	2.1	M., J., M. & F. Martin	(4-171)	6.2%
E. Pt 6	7	1.1	L. Martin	(4-169)	2.1%
* Pt. 6	7	1.0	The Trustees of Old Order Mennonite Conference	(4-169-10)	1.9%
W. Pt 7, E.	7	8.9	L. Martin	(4-168)	17.7%
W. Pt 7	7	0.8	L. & S. Sinclair	(4-167)	1.6%
Total Assessment on Lands					77.9%
1st Road No	orth	1.4	Town of Minto		8.2%
6th Line		1.6	Town of Minto	<u> </u>	13.9%
Total Assessment on Roads					22.1%
Total Assessment for Maintenance, Municipal Drain No. 39 - 2018 (Main Drain)					100.0%

NOTES: *1. Denotes lands not eligible for ADIP grants



SCHEDULE OF ASSESSMENT FOR MAINTENANCE Municipal Drain No. 39 - 2018 Town of Minto

		PORTION OF			
LOT OR		HECTARE	S	ROLL M	IAINTENANCE
PART	CON.	AFFECTE	O OWNER	NO.	COST
BRANCH 'C'					
7	6	1.5	H. & B. Savage	(4-153)	37.7%
* Pt. 7	6	0.3	H. & B. Savage	(4-153-01)	9.0%
* Pt. 7	6	0.4	H. Savage	(4-153-03)	11.5%
W. Pt 7, E. Pt 6	7	0.4	L. Martin	(4-168)	9.2%
Total Assessment	_	67.4%			
6th Line		0.3	Town of Minto	_	32.6%
Total Assessment on Roads					32.6%
Total Assessment for Maintenance, Municipal Drain No. 39 - 2018 (Branch 'C')					100.0%

NOTES: *1. Denotes lands not eligible for ADIP grants

SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage
Crossings by the Boring Method

DIVISION H - Special Provisions

DIVISION A

GENERAL CONDITIONS

<u>A</u>	CONTENT	<u>PAGE</u>
A.1	SCOPE	1
A.2	TENDERS	1
A.3	EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATION	S 1
A.4	PAYMENT	2
A.5	CONTRACTOR'S LIABILITY INSURANCE	2
A.6	LOSSES DUE TO ACTS OF NATURE, ETC.	2
A.7	COMMENCEMENT AND COMPLETION OF WORK	3
A.8	WORKING AREA AND ACCESS	3
A.9	SUB-CONTRACTORS	3
A.10	PERMITS, NOTICES, LAWS AND RULES	3
A.11	RAILWAYS, HIGHWAYS AND UTILITIES	4
A.12	ERRORS AND UNUSUAL CONDITIONS	4
A.13	ALTERATIONS AND ADDITIONS	4
A.14	SUPERVISION	4
A.15	FIELD MEETINGS	4
A.16	PERIODIC AND FINAL INSPECTIONS	5
A.17	ACCEPTANCE BY THE MUNICIPALITY	5
A.18	WARRANTY	5
A.19	TERMINATION OF CONTRACT BY THE MUNICIPALITY	5
A.20	TESTS	6
A.21	POLLUTION	6
A.22	SPECIES AT RISK	6
A.23	ROAD CROSSINGS	6
A.24	LANEWAYS	7
A.25	FENCES	8
A.26	LIVESTOCK	8
A.27	STANDING CROPS	9
A.28	SURPLUS GRAVEL	9
A.29	IRON BARS	9
A.30	RIP-RAP	9
A.31	CLEARING, GRUBBING AND BRUSHING	9
A.32	RESTORATION OF LAWNS	9

DIVISION AGENERAL CONDITIONS

A.1 SCOPE

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Scope of Work, Drawings, General Conditions and other Specifications.

A.2 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Scope of Work must be completed and submitted with the Form of Tender and Agreement. A certified cheque is required as Tender Security, payable to the Treasurer of the Municipality.

All certified cheques, except that of the bidder to whom the work is awarded will be returned within ten (10) days of the time the Contract is awarded. The certified cheque of the bidder to whom the work is awarded will be retained as Contract Security and returned when the Municipality receives a Completion Certificate for the work.

A certified cheque is not required if the Contractor provides an alternate form of Contract Security such as a Performance Bond for 100% of the amount of the Tender or other satisfactory security, if required/permitted by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one (1) year after the date of the Completion Certificate.

A.3 EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATIONS

The Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to satisfy himself of the existing conditions and extent of the work to be done before submission of his Tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on his part. Any estimates of quantities shown or indicated on the Drawings, or elsewhere are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating his Tender shall be done at his own risk. The Tenderer for his own protection should check these quantities for accuracy.

The standard specifications (Divisions B through G) shall be considered complementary and where a project is controlled under one of the Divisions, the remaining Divisions will apply for miscellaneous works.



In case of any inconsistency or conflict between the Drawings and Specifications, the following order of precedence shall apply:

- Direction of the Engineer
- Special Provisions (Division H)
- Scope of Work
- Contract Drawings
- Standard Specifications (Divisions B through G)
- General Conditions (Division A)

A.4 PAYMENT

Progress payments equal to 87±% of the value of work completed and materials incorporated in the work will be made to the Contractor monthly. An additional ten per cent (10±%) will be paid 45 days after the final acceptance by the Engineer, and three per cent (3±%) of the Contract price may be reserved by the Municipality as a maintenance holdback for a one (1) year period from the date of the Completion Certificate. A greater percentage of the Contract price may be reserved by the Municipality for the same one (1) year period if in the opinion of the Engineer, particular conditions of the Contract requires such greater holdback.

After the completion of the work, any part of this reserve may be used to correct defects developed within that time from faulty workmanship and materials, provided that notice shall first be given to the Contractor and that he may promptly make good such defects.

A.5 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of any work, the Contractor shall file with the Municipality evidence of compliance with all Municipality insurance requirements (Liability Insurance, WSIB, etc.) for no less than the minimum amounts as stated in the Purchasing Procedures of the Municipality. All insurance coverage shall remain in force for the entire contract period including the warranty period which expires one year after the date of the Completion Certificate.

The following are to be named as co-insured: Successful Contractor

Sub-Contractor
Municipality
District Engineering Lt

Dietrich Engineering Ltd.

A.6 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the performance of the work, by reason of unanticipated difficulties, bad weather, strikes, acts of nature, or other mischances shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.



A.7 COMMENCEMENT AND COMPLETION OF WORK

The work must commence as specified in the Form of Tender and Agreement. If conditions are unsuitable due to poor weather, the Contractor may be required, at the discretion of the Engineer to postpone or halt work until conditions become acceptable and shall not be subject of a claim for additional compensation.

The Contractor shall give the Engineer a minimum of 48 hours notice before commencement of work. The Contractor shall then arrange a meeting to be held on the site with Contractor, Engineer, and affected Landowners to review in detail the construction scheduling and other details of the work.

If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Municipality a minimum of 24 hours notice prior to returning to the project. If any work is commenced without notice to the Engineer, the Contractor shall be fully responsible for all such work undertaken prior to such notification.

The work must proceed in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the Form of Tender and Agreement.

A.8 WORKING AREA AND ACCESS

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For all other areas, the working area available to the Contractor to construct the drain is specified in the Special Provisions (Division H).

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately. Where the Contractor exceeds the specified working widths without authorization, he shall be held responsible for the costs of all additional damages.

If access off an adjacent road allowance is not possible, each Landowner on whose property the drainage works is to be constructed, shall designate access to and from the working area. The Contractor shall not enter any other lands without permission of the Landowner and he shall compensate the Landowner for damage caused by such entry.

A.9 SUB-CONTRACTORS

The Contractor shall not sublet the whole or part of this Contract without the approval of the Engineer.

A.10 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work (but this shall not include MTO encroachment permits, County Road permits permanent easement or rights of servitude). The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety.



A.11 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of 72 hours' notice to the Railway or Highways, exclusive of Saturdays, Sundays, and Statutory Holidays, is required by the Contractor prior to any work activities on or affecting the applicable property. In the case of affected Utilities, a minimum of 48 hours' notice to the utility owner is required.

A.12 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error on his own shall be done at his own risk. Any additional cost incurred by the Contractor to remedy the wrong decision on his part shall be borne by the Contractor. The Engineer shall make the alterations necessary to correct errors or to adjust for unusual conditions during which time it will be the Contractor's responsibility to keep his men and equipment gainfully employed elsewhere on the project.

The Contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

A.13 ALTERATIONS AND ADDITIONS

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

A.14 SUPERVISION

The Contractor shall give the work his constant supervision and shall keep a competent foreman in charge at the site.

A.15 FIELD MEETINGS

At the discretion of the Engineer, a field meeting with the Contractor or his representative, the Engineer and with those others that the Engineer deems to be affected, shall be held at the location and time specified by the Engineer.



A.16 PERIODIC AND FINAL INSPECTIONS

Periodic inspections by the Engineer will be made during the performance of the work. If ordered by the Engineer, the Contractor shall expose the drain as needed to facilitate inspection by the Engineer.

Final inspection by the Engineer will be made within twenty (20) days after he has received notice from the Contractor that the work is complete.

A.17 ACCEPTANCE BY THE MUNICIPALITY

Before any work shall be accepted by the Municipality, the Contractor shall correct all deficiencies identified by the Engineer and the Contractor shall leave the site neat and presentable.

A.18 WARRANTY

The Contractor shall repair and make good any damages or faults in the drain that may appear within one (1) year after its completion (as dated on the Completion Certificate) as the result of the imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the Country, Province or Locality in which the work is being done. Neither the Completion Certificate nor any payment there under, nor any provision in the Contract Documents shall relieve the Contractor from his responsibility.

A.19 TERMINATION OF CONTRACT BY THE MUNICIPALITY

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.



If the Contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the certified cheque bid deposit and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new Tender for the Contract being terminated.

If any unpaid balance and the certified cheque do not match the monies owed by the Contractor upon termination of the Contract, the Municipality may also charge such expense against any money which may thereafter be due to the Contractor from the Municipality.

A.20 TESTS

The cost for the testing of materials supplied to the job by the Contractor shall be borne by the Contractor. The Engineer reserves the right to subject any lengths of any tile or pipe to a competent testing laboratory to ensure the adequacy of the tile or pipe. If any tile supplied by the Contractor is determined to be inadequate to meet the applicable A.S.T.M. standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate tile in the Contract with tile capable of meeting the A.S.T.M. Standards.

A.21 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor shall refuel or repair equipment away from open water.

If polluted material from construction materials or equipment is caused to flow into the drain, the Contractor shall immediately notify the Ministry of the Environment, and proceed with the Ministry's protocols in place to address the situation.

A.22 SPECIES AT RISK

If a Contractor encounters a known Species at Risk as designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to deal with the species.

A.23 ROAD CROSSINGS

This specification applies to all road crossings (Municipality, County, Regional, or Highway) where no specific detail is provided on the drawings or in the standard specifications. This specification in no way limits the Road Authority's regulations governing the construction of drains on their Road Allowance.

A.23.1 Road Occupancy Permit

Where applicable, the Contractor must submit an application for a road occupancy permit to the Road Authority and allow a minimum of five (5) working days for its review and issuance.



A.23.2 Road Closure Request and Construction Notification

The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority and the Engineer for review and approval a minimum of five (5) working days prior to proceeding with any work on the road allowance. The Contractor shall be responsible for notifying all applicable emergency services, schools, etc. of the road closure or construction taking place.

A.23.3 Traffic Control

The Contractor shall supply flagmen, and warning signs and ensure that detour routes are adequately signed in accordance with no less than the minimum standards as set out in the Ontario Traffic Manual's Book 7.

A.23.4 Weather

No construction shall take place during inclement weather or periods of poor visibility.

A.23.5 Equipment

No construction material and/or equipment is to be left within three (3) metres of the travelled portion of the road overnight or during periods of inclement weather.

If not stated on the drawings, the road crossing shall be constructed by open cut method. Backfill from the top of the cover material over the subsurface pipe or culvert to the under side of the road base shall be Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm. Granular road base materials shall be thoroughly compacted to 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing HL-8 Hot Mix Asphalt patch at a thickness of 50mm or of the same thickness as the existing pavement structure. The asphalt patch shall be flush with the existing roadway on each side and without overlap.

Excavated material from the trench beyond 1.25 metres from the travelled portion or beyond the outside edge of the gravel shoulder may be used as backfill in the trench in the case of covered drains. The material shall be compacted in lifts not exceeding 300mm.

A.24 LANEWAYS

All pipes crossing laneways shall be backfilled with material that is clean, free of foreign material or frozen particles and readily tamped or compacted in place unless otherwise specified. Laneway culverts on open ditch projects shall be backfilled with material that is not easily erodible. All backfill material shall be thoroughly compacted as directed by the Engineer.



Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

The backfill over culverts and subsurface pipes at all existing laneways that have granular surfaces on open ditch and closed drainage projects shall be surfaced with a minimum of 300mm of Granular "B" material and 150mm of Granular "A" material. All backfill shall be thoroughly compacted as directed by the Engineer. All granular material shall be placed to the full width of the travelled portion.

Any settling of backfilled material shall be repaired by or at the expense of the Contractor during the warranty period of the project and as soon as required.

A.25 FENCES

No earth is to be placed against fences and all fences removed by the Contractor shall be replaced by him in as good a condition as found. Where practical the Contractor shall take down existing fences in good condition at the nearest anchor post and roll it back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition where the fence is not salvageable, shall be noted and verified with the Engineer prior to commencement of work.

Fences damaged beyond repair by the Contractor's negligence shall be replaced with new materials, similar to those materials of the existing fence, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the Landowner and the Engineer.

Any fences paralleling an open ditch that are not line fences that hinder the proper working of the excavating machinery, shall be removed and rebuilt by the Landowner at his own expense.

The Contractor shall not leave fences open when he is not at work in the immediate vicinity.

A.26 LIVESTOCK

The Contractor shall provide each landowner with 48 hours notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the Landowner shall be responsible to keep all livestock clear of the construction areas until further notified. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock where the Contractor failed to notify the Landowner, or through negligence or carelessness on the part of the Contractor.



A.27 STANDING CROPS

The Contractor shall be responsible for damages to standing crops which are ready to be harvested or salvaged along the course of the drain and access routes if the Contractor has failed to notify the Landowners 48 hours prior to commencement of the work on that portion of the drain.

A.28 SURPLUS GRAVEL

If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used, the Contractor shall haul away such surplus material.

A.29 IRON BARS

The Contractor is responsible for the cost of an Ontario Land Surveyor to replace any iron bars that are altered or destroyed during the course of the construction.

A.30 RIP-RAP

Rip-rap shall be quarry stone rip-rap material and shall be the sizes specified in the Special Provisions. Broken concrete shall not be used as rip-rap unless otherwise specified.

A.31 CLEARING, GRUBBING AND BRUSHING

This specification applies to all brushing where no specific detail is provided on the drawings or in the Special Provisions.

The Contractor shall clear, brush and stump trees from within the working area that interfere with the installation of the drainage system.

All trees, limbs and brush less than 150mm in diameter shall be mulched. Trees greater than 150mm in diameter shall be cut and neatly stacked in piles designated by the Landowners.

A.32 RESTORATION OF LAWNS

This specification applies to all lawn restoration where no specific detail is provided on the drawings or in the Special Provisions and no allowance for damages has been provided under Section 30 of the Drainage Act RSO 1990 to the affected property.

The Contractor shall supply "high quality grass seed" and the seed shall be broadcast by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of broadcast to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the Landowner to maintain the area in a manner so as to promote growth.

DIVISION BSPECIFICATIONS FOR OPEN DRAINS

<u>B</u>	CONTENT	<u>PAGE</u>
B.1	ALIGNMENT	1
B.2	PROFILE	1
B.3	EXCAVATION	1
B.4	EXCAVATED MATERIAL	2
B.5	EXCAVATION AT EXISITING BRIDGE AND CULVERT SITES	2
B.6	PIPE CULVERTS	2
B.7	RIP-RAP PROTECTION FOR CULVERTS	3
B.8	CLEARING, GRUBBING AND MULCHING	3
B.9	TRIBUTARY TILE OUTLETS	3
B.10	SEEDING	3
B.11	COMPLETION	4

DIVISION BSPECIFICATIONS FOR OPEN DRAINS

B.1 ALIGNMENT

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless noted on the drawings. Where there are unnecessary bends or irregularities on the existing course of the drain, the Contractor shall contact the Engineer before commencing work to verify the manner in which such irregularities or bends may be removed from the drain. All curves shall be made with a minimum radius of fifteen (15) metres from the centre line of the drain.

B.2 PROFILE

The Profile Drawing shows the depth of cuts from the top of the bank to the final invert of the ditch in metres and decimals of a metre, and also the approximate depth of excavated material from the bottom of the existing ditch to the final invert of the ditch. These cuts are established for the convenience of the Contractor; however, bench marks (established along the course of the drain) will govern the final elevation of the drain. The location and elevation of the bench marks are given on the Profile Drawing. Accurate grade control must be maintained by the Contractor during ditch excavation.

B.3 EXCAVATION

The bottom width and the side slopes of the ditch shall be those shown on the drawings. If the channel cross-section is not specified it shall be a one metre bottom width with 1.5(h):1(v) side slopes. At locations along the drain where the cross section dimensions change, there shall be a transitional length of not less than 10:1 (five metre length to 0.5 metre width differential). Where the width of the bottom of the existing ditch is sufficient to construct the design width, then construction shall proceed without disturbing the existing banks.

Where existing side slopes become unstable, the Contractor shall immediately notify the Engineer. Alternative methods of construction and/or methods of protection will then be determined prior to continuing work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall strip the topsoil for the full width of the drain, including the location of the spoil pile. Upon completion of levelling, the topsoil shall be spread to an even depth across the full width of the spoil.

An approved hydraulic excavator shall be used to carry out the excavation of the open ditch unless otherwise directed by the Engineer.



B.4 EXCAVATED MATERIAL

Excavated material shall be placed on the low side of the drain or opposite trees and fences. The Contractor shall contact all Landowners before proceeding with the work to verify the location to place and level the excavated material.

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

Any stones or boulders which exceed 300mm in diameter shall be removed and disposed of in a location specified by the Landowner.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion or all of an existing ditch, the excavated material from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and the old ditch, no extra compensation will be allowed for this work and must be included in the Contractor's lump sum price for the open work.

B.5 EXCAVATION AT EXISITING BRIDGE AND CULVERT SITES

The Contractor shall excavate the drain to the full specified depth under all bridges and to the full width of the structure. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is complete. Permanent bridges must, if at all possible, be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Landowner if excavation will expose the footings or otherwise compromise the structural integrity of the structure.

The Contractor shall clean through all pipe culverts to the grade and width specified on the profile.

B.6 PIPE CULVERTS

All pipe culverts shall be installed in accordance with the standard detail drawings. If couplers are required, five corrugation couplers shall be used for up to and including 1200mm diameter pipes and 10 corrugation couplers for greater than 1200mm diameter pipes.

When an existing crossing is being replaced, the Contractor may backfill the new culvert with the existing native material that is free of large rocks and stones. The Contractor is responsible for any damage to a culvert pipe that is a result of rocks or stones in the backfill.



B.7 RIP-RAP PROTECTION FOR CULVERTS

Quarry stone rip-rap shall be used as end treatment for new culverts and placed on geotextile filter material (Mirafi 160N or approved equal). The rip-rap shall be adequately keyed in along the bottom of the slope, and shall extend to the top of the pipe or as directed on the drawings. The maximum slope for rip-rap shall be 1(h):1(v) or as directed by the Engineer.

The Contractor shall be responsible for any defects or damages that may develop in the rip-rap or the earth behind the rip-rap that the Engineer deems to have been fully or partially caused by faulty workmanship or materials.

B.8 CLEARING, GRUBBING AND MULCHING

Prior to excavation, all trees, scrub, fallen timber and debris shall be removed from the side slopes of the ditch and for such a distance on the working side so as to eliminate any interference with the construction of the drain or the spreading of the spoil. The side slopes shall be neatly cut and cleared flush with the slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slopes shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the Landowner.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched. Clearing, grubbing and mulching shall be carried out as a separate operation from the excavation of the ditch, and shall not be completed simultaneously at the same location.

B.9 TRIBUTARY TILE OUTLETS

All tile outlets in existing ditches shall be marked by the Landowner prior to excavation. The Contractor shall guard against damaging the outlets of tributary drains. Any tile drain outlets that were marked or noted on the drawings and are subsequently damaged by the Contractor shall be repaired by the Contractor at his expense. The Landowner shall be responsible for repairs to damaged tile outlets that were not marked.

B.10 SEEDING

The side slopes where disturbed shall be seeded using an approved grass seed mixture. The grass seed shall be applied the same day as the excavation of the open ditch.

Grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO and composed of the following varieties mixed in the proportion by weight as follows:

- 55% Creeping Red Fescue
- 40% Perennial Rye Grass
- 5% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.



B.11 HYDRO SEEDING

The areas specified in the contract document shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572.

B.12 HAND SEEDING

Placement of the seed shall be of means of an approved mechanical spreader.

B.13 COMPLETION

At the time of completion and final inspection, all work in the Contract shall have the full dimensions and cross-sections specified without any allowance for caving of banks or sediment in the ditch bottom.

DIVISION CSPECIFICATIONS FOR TILE DRAINS

<u>C</u>	CONTENT	<u>PAGE</u>
C.1	PIPE MATERIALS	1
C.2	ALIGNMENT	1
C.3	PROFILE	2
C.4	EXCAVATION	2
C.5	INSTALLATION	2
C.6	TRENCH CROSSINGS	3
C.7	OUTLET PROTECTION	4
C.8	CATCH BASINS AND JUNCTION BOXES	4
C.9	TRIBUTARY DRAINS	5
C.10	CLEARING, GRUBBING AND MULCHING	5
C.11	ROADS AND LANEWAY SUB-SURFACE CROSSINGS	6
C.12	FILLING IN EXISTING DITCHES	6
C.13	CONSTRUCTION OF GRASSED WATERWAYS	6
C.14	UNSTABLE SOIL	6
C.15	ROCKS	6
C.16	BROKEN OR DAMAGED TILE	7
C.17	RECOMMENDED PRACTICE FOR CONSTRUCTION OF	
	SUBSURFACE DRAINAGE SYSTEMS	7

DIVISION CSPECIFICATIONS FOR TILE DRAINS

C.1 PIPE MATERIALS

C.1.1 Concrete Tile

Concrete drain tile shall conform to the requirements of the most recent A.S.T.M. specification for Heavy-Duty Extra Quality drain tile. All tile with diameters less than 600mm shall have a pipe strength of 1500D. All tile with diameters 600mm or larger shall have a pipe strength of 2000D.

All tile furnished shall be subject to the approval of the Engineer. All rejected tile are to be immediately removed from the site.

C.1.2 High Density Polyethylene (HDPE) Pipe

All HDPE pipe shall be dual-wall corrugated drainage pipe with a smooth inner wall. HDPE pipe shall have a minimum stiffness of 320 kPa at 5% deflection.

Unless otherwise noted, all sealed HDPE pipe shall have a water tight gasketed bell and spigot joining system meeting the minimum requirements of CSA B182.8. Perforated HDPE pipe shall have a soil tight joining system, and shall be enveloped in non-woven geotextile filter sock.

C.2 ALIGNMENT

The Contractor shall contact the Engineer to establish the course of the drain. Where an existing drain is to be removed and replaced by the new drain, or where the new drain is to be installed parallel to an existing drain, the Contractor shall locate the existing drain (including repairing damaged tile caused by locating) at intervals along the course of the drain. The costs of locating shall be included in the tender price.

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other watercourses or at sharp corners, it shall run on a curve of at least 15 metres radius. The new tile drain shall be constructed at an offset from and parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water.

The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where any such existing drain is disturbed or damaged, the Contractor shall perform the necessary repair at his expense.



C.3 PROFILE

Benchmarks have been established along the course of the drain which are to govern the elevations of the drain. The location and elevations of the benchmarks are shown on the drawings. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times.

When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made.

C.4 EXCAVATION

C.4.1 Wheel machine

Unless otherwise specified, all trenching shall be carried out with a wheel machine approved by the Engineer. The wheel machine shall shape the bottom of the trench to conform to the outside diameter of the pipe. The minimum trench width shall be equal to the outside diameter of the pipe plus 100mm on each side of the pipe, unless otherwise specified. The maximum trench width shall be equal to the outside diameter of the pipe plus 300mm on each side of the pipe, unless otherwise specified.

C.4.2 Scalping

Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capability of the Contractor's wheel machine, he shall lower the surface grade in order that the wheel machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of the topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.

C.4.3 Excavator

Where the use of an excavator is used in-lieu of a wheel machine, the topsoil shall be stripped and replaced in accordance with Item C.4.2. All tile shall be installed on 19mm clear crushed stone bedding placed to a minimum depth of 150mm which has been shaped to conform to the bottom of the pipe. The Contractor shall include the costs of this work in his tender price.

C.5 INSTALLATION

C.5.1 Concrete Tile

The tile is to be laid with close joints and in regular grade and alignment in accordance with the drawings. The tiles are to be bevelled, if necessary to ensure close joints. The inside of the tile is to be kept clear when laid. The sides of the tile are to be supported by partial filling of the trench



(blinding) prior to inspection by the Engineer. No tile shall be backfilled until inspected by the Engineer unless otherwise permitted by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill.

Where a tile connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a tile drain passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

The Contractor shall supply and wrap all concrete tile joints with Mirafi 160N geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide for tile sizes 400mm diameter to 750mm diameter.
- 500mm wide for tile sizes larger than 750mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be.

C.5.2 HDPE Pipe

HDPE pipe shall be installed using compacted Granular 'A' bedding or 19mm clear crushed stone bedding from 150mm below the pipe to 300mm above the pipe. All granular material shall be compacted using a suitable mechanical vibratory compactor. Granular bedding and backfill shall be placed in lifts not exceeding 300mm and compacted to at least 95% Standard Proctor Maximum Dry Density (SPMDD).

Where a pipe connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a pipe passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.

C.6 TRENCH CROSSINGS

The Contractor shall not cross the backfilled trench with any construction equipment or vehicles, except by one designated crossing location on each property. The Contractor shall ensure that the bedding and backfill material at this designated crossing location is properly placed and compacted so as to adequately support the equipment and vehicles that may cross the trench.



The Contractor may undertake any other approved work to ensure the integrity of the tile at the crossing location. The Contractor shall ensure that no equipment or vehicles travel along the length of the trench. The Contractor shall be responsible for any damage to the new tile caused by the construction of the drain.

C.7 OUTLET PROTECTION

A tile drain outlet into a ditch shall be either HDPE pipe or corrugated steel pipe and shall include a hinged grate for rodent protection. The maximum spacing between bars on the rodent grate shall be 40mm. All corrugated steel outlet pipes shall be bevelled at the end to generally conform to the slope of the ditch bank.

Quarry stone rock rip-rap protection and geotextile filter material (Mirafi 160N), shall be installed around the outlet pipe and extended downstream a minimum distance of three metres, unless otherwise specified. The protection shall extend to the top of the backfilled trench and below the pipe to 300 mm under the streambed. The protection shall also extend 600mm into undisturbed soil on either side of the backfilled trench. In some locations, rip-rap may be required on the bank opposite the outlet.

Where the outlet occurs at the upper end of an open ditch, the rip-rap protection will extend all around the end of the ditch and to a point 800mm downstream on either side. Where heavy overflow is likely to occur, sufficient additional rip-rap and filter material shall be placed as directed by the Engineer to prevent the water cutting around the protection.

C.8 CATCH BASINS AND JUNCTION BOXES

Unless otherwise noted, catch basins shall be in accordance with OPSD 705.010 and 705.030. The catch basin grate shall be a "Birdcage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catch basin with bolts into the concrete. Spacing of bars on grates for use on 600mmX600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmX600mm shall be 90mm.

All catch basins shall be backfilled with compacted Granular 'A' or 19mm clear crushed stone placed to a minimum width of 300mm on all sides. If settling occurs after construction, the Contractor shall supply and place sufficient granular material to maintain the backfill level flush with adjacent ground. The riser sections of the catch basin shall be wrapped with filter cloth.

Quarry stone rip-rap protection shall be placed around all catch basins and shall extend a minimum distance of one (1) metre away from the outer edge of each side of the catch basin, and shall be placed so that the finished surface of the rip-rap is flush with the existing ground.

If there are no existing drains to be connected to the catch basin at the top end of the drain, a plugged tile shall be placed in the upstream wall with the same elevations as the outlet tile.

Junction boxes shall have a minimum cover over the lid of 450mm.



The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. The top of the spill way of the earth berm shall be the same elevation as the high wall of the ditch inlet catch basin. The earth berm shall be covered with 100mm depth of topsoil and seeded with an approved green seed mixture. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 metres each way from all catch basins.

The Contractor shall clean all catch basin sumps after completion of the drain installation. Catch basin markers shall be placed beside each catch basin.

C.9 TRIBUTARY DRAINS

Any tributary tile encountered in the course of the drain is to be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary drains encountered are clean or reasonably clean, they shall be connected into the new drain in accordance with the typical tile drain connection detail. Tributary tile drain connections into the new drain shall be made using high density polyethylene agricultural drain tubing installed on and backfilled with 19mm clear crushed stone. All tile drain connections into the new drain shall be either a cored hole with an insert coupler or a manufactured tee.

Where the existing drains are full of sediment, the decision to connect the tributary drain to the new drain shall be left to the Engineer. The Contractor shall be paid for each tributary drain connection as outlined in the Form of Tender and Agreement.

The Contractor shall be responsible for all tributary tile connections for a period of one year from the date of the Completion Certificate. After construction, any missed tile connections required to be made into the new drain shall be paid at the same rate as defined in the Form of Tender and Agreement. The Contractor will have the option to make any subsequent tile connections or have the Municipality make the required connections and have the cost of which deducted from the holdback.

Where an open ditch is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain.

Where the Contractor is required to connect an existing tile which is not encountered in the course of the drain, the cost of such work shall constitute an extra to the contract.

C.10 CLEARING, GRUBBING AND MULCHING

The Contractor shall clear, brush and stump trees from within the working area.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched.

Clearing, grubbing and mulching shall be carried out as a separate operation from installing the drain, and shall not be completed simultaneously at the same location.



C.11 ROADS AND LANEWAY SUB-SURFACE CROSSINGS

All roads and laneway crossings may be made with an open cut. The Contractor may use original ground as backfill to within 600mm of finished grade only if adequate compaction and if the use of the original ground backfill has been approved beforehand by the Engineer.

C.12 FILLING IN EXISTING DITCHES

The Contractor shall backfill the ditch sufficiently for traversing by farm equipment. If sufficient material is available on-site to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled waterway. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period.

C.13 CONSTRUCTION OF GRASSED WATERWAYS

Where the Contractor is required to construct a grassed waterway, the existing waterway shall be filled in, regraded, shaped and a seed bed prepared prior to applying the grass seed. The grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO.

- 55% Creeping Red Fescue
- 15% Perennial Rye Grass
- 27% Kentucky Bluegrass
- 3% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.

C.14 UNSTABLE SOIL

The Contractor shall immediately contact the Engineer if unstable soil is encountered. The Engineer shall, after consultation with the Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

C.15 ROCKS

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a wheel machine. The Engineer shall determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

If only scattered large stone or boulders are removed on any project, the Contractor shall either excavate a hole to bury same adjacent to the drain, or he shall haul the stones or boulders to a location designated by the Landowner.



C.16 BROKEN OR DAMAGED TILE

The Contractor shall remove and dispose of all broken (existing or new), damaged or excess tile off site.

C.17 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEMS

Drainage Guide for Ontario, Ministry of Agriculture, Food and Rural Affairs, Publication 29 and its amendments, dealing with the construction of Subsurface Drainage Systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other Specifications of the Contract.

DIVISION E

SPECIFICATIONS FOR DRAINAGE CROSSINGS BY THE BORING METHOD

<u>E</u>	CONTENT	PAGE
E.1	GENERAL REQUIREMENTS	1
E.2	NOTIFICATION	1
E.3	PIPE	1
E.4	INSTALLATION	1
E.5	AUGER PIT	2
E.6	CONSTRUCTION	2
E.7	ACCEPTANCE	2

DIVISION E

SPECIFICATIONS FOR DRAINAGE CROSSINGS BY THE BORING METHOD

E.1 GENERAL REQUIREMENTS

When a drainage crossing of a Roadway, Railway, etc. is to be carried out by the Boring Method, the following Specifications for this work shall apply. The Authority having jurisdiction over the lands involved with the crossing will supply no labour, equipment or materials for the construction of the crossing unless otherwise specified.

The Contractor shall be fully responsible for availing himself of, and satisfying any further Specifications that may apply to borings affecting the Authority having jurisdiction over the lands involved with the crossing.

E.2 NOTIFICATION

The Contractor shall give the Authority responsible for the lands being crossed at least five (5) days notice before he commences any work on the crossing.

E.3 PIPE

The pipe or casing used in the crossing shall be smooth wall welded steel pipe with a minimum wall thickness as specified on the Plan and Profile. All pipe shall be new and manufactured from weldable steel having a minimum yield strength of 241 MPa. Pipe ends shall be bevel edged in the intrude to an angle of thirty (30) degrees for butt weld splicing. The name or trademark of the manufacturer and the heat number shall be clearly marked in the inside of the section of the pipe.

The pipe shall be of sufficient length so that during placement, no part of any excavation shall be closer than three (3) metres to the edge of a pavement and the slope of the excavation from the edge of shoulder, or other point as specified to the invert of the pipe shall be no less than one (1) metre vertical to one (1) metre horizontal (1:1) [See item E.5 "Auger Pit"].

E.4 INSTALLATION

The pipe or casing shall be placed by means of continuous flight augering inside the casing and simultaneous jacking to advance the casing immediately behind the tip of the auger. Complete augering of a tunnel slightly larger than the pipe and placing the entire length by pulling or jacking after completion of the tunnel will not be acceptable unless the method to be adopted is approved in advance by both the Engineer and the Authority responsible for the lands being crossed.



E.5 AUGER PIT

The pit excavated to accommodate the boring machine shall be so constructed so that the top edge of the pit shall not be closer than three (3) metres to the edge of the pavement. The slope of the pit from the top edge at the shoulder to the bottom of the pit shall not be steeper than one (1) metre vertical to one (1) metre horizontal (1:1). Shoring, sheeting, etc. shall be in accordance with the applicable and most recent Provincial Statutes.

The pit shall be left open for an absolute minimum of time, and if at all possible work shall be so scheduled so that excavation, placement of pipe and backfilling take place in one (1) working day. If this is not possible, every effort should be made to schedule the work so that the pit is not left open for more than one (1) day before and one (1) day after the boring operation.

E.6 CONSTRUCTION

During excavation, every effort should be made to place the top 300 mm of spoil (topsoil) in a separate pile for replacement on top on completion of the backfill operation. If this is not possible or practical, the Contractor shall import and place a minimum of 150 mm of good quality topsoil over the excavated and backfilled area. The finished work shall be left in a clean and orderly condition flush or slightly higher than the adjacent ground so that after settlement, it will conform to the surrounding ground. Excess earth (if any) shall be disposed of as directed by the Engineer and no additional payment will be allotted for such work.

The Contractor shall at his expense supply, erect and maintain suitable and adequate barricades, flashing lights, warning signs and/or flagmen to the satisfaction of the Engineer to adequately warn and protect the motoring public.

Any areas disturbed within the Right-of-Way of a County Road or King's Highway during construction, shall be covered with a minimum of 75 mm of topsoil, fertilized and seeded with an approved grass seed mixture.

E.7 ACCEPTANCE

All work undertaken by the Contractor shall be to the satisfaction of the Engineer.

DIVISION HSPECIAL PROVISIONS

<u>H</u>	<u>CONTENT</u>	<u>PAGE</u>
H.1	GENERAL	2
H.2	UTILITIES	2
H.3	WORKING AREA AND ACCESS	2
H.4	TOPSOIL	2
H.5	RIP-RAP	2
H.6	EXISTING DRAINS/TILE CONNECTIONS	3
H.7	PIPE, INSTALLATION, BEDDING & BACKFILL	3
H.8	ROAD CROSSINGS	4

DIVISION HSPECIAL PROVISIONS

Municipal Drain No. 39 - 2018 Town of Minto

Reference No. 1617

Special provisions means special directions containing requirements particular to the work not adequately provided for by the standard or supplemental Specifications. Special provisions shall take precedence and govern any standard or supplemental Specifications.

H.1 GENERAL

The Contractor shall notify the Landowners, the Township Drainage Superintendent (Mike McIsaac) and the Engineer forty-eight (48) hours prior to construction, and arrange a preconstruction meeting.

The Contractor shall verify the location of the new drainage system with the Engineer prior to construction.

The Contractor shall check and verify all dimensions and elevations and report any discrepancies to the Engineer prior to proceeding with the work.

All objects or obstructions within the construction working area such as signs, mailboxes, fences, property ornamentals, etc., that interfere with the installation of the drain shall be removed and reerected in the same location or another location satisfactory to the Landowner. Any damages to such objects by the Contractor shall be repaired, replaced, installed and paid for by the Contractor at the discretion of the Engineer.

The Contractor shall be responsible to arrange all traffic control signals, signs and devices that are required for safe and proper traffic management during the installation of the drainage system. The Contractor shall contact the Town of Minto for specified local procedures, guidelines and timelines. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor shall be responsible for notifying the public of any road closures or detours unless otherwise stated by the Town of Minto.

The Contractor must maintain access to all driveways along the route of the drain as well as maintain access for all emergency vehicles at all times during construction.

The Contractor shall be responsible for all trench settlement.

H.2 UTILITIES

All utilities shall be located and uncovered in the affected areas by the Contractor prior to construction.

The Contractor shall arrange to have a representative of the utility owner on site during construction if it is a requirement by the utility owner.



H.3 WORKING AREA AND ACCESS

The working area for construction purposes shall be a width of twenty-five (25) metres for the Main Drain and Branch 'C', except for in the woodlot on the L. Sinclair property (Roll no. 4-167), part of Lot 7, Concession 7, from Main Drain Sta. 0+000 to Sta. 0+048, where the working area shall be a width of twenty (20) metres.

The working area for maintenance purposed shall be a width of ten (10) metres centered on the proposed tile drain.

Access to the working corridor on the L. Sinclair property, part of Lot 7, Concession 7, shall be along a 5 metre wide access route as shown on the attached Plan (Drawing No. 1 of 2).

Access to the working corridor for Main Drain Sta. 0+079 to Sta. 1+078 and Branch 'C' shall be from where the proposed drain crosses 6th Line and 1st Road North.

For future maintenance purposes, the landowner on whose property the drainage works is to be repaired shall designate access to and from the working area.

H.4 TOPSOIL

The Contractor shall strip the topsoil for a minimum width of 10 metres along the route of the proposed tile drainage systems (Main Drain and Branch 'C').

In areas of deep cuts or in the event of poor soil conditions the Contractor shall strip topsoil wider than 10 metres to ensure no contamination of topsoil with subsoil.

The Contractor shall strip the topsoil for a maximum depth of 0.3 metres. In the event that topsoil is greater in depth than 0.3 metres, the Contractor shall make every reasonable effort to not mix the topsoil and subsoil during the backfilling of the trench.

The Contractor shall stockpile the topsoil and later spread it over the backfilled trench.

The Contractor shall use a trim dozer to fine grad the topsoil once it has been placed on the backfilled trench.

Under no circumstances will the Contractor attempt to place frozen topsoil over the backfilled trench.

H.5 RIP-RAP

All stone rip-rap material to be used around catch basins shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. All rip-rap material shall be placed on geo-textile filter material (Mirafi 180N).

Under no circumstances shall the Contractor substitute broken concrete for rip-rap.



H.6 EXISTING DRAINS/TILE CONNECTIONS

The Contractor shall uncover the existing drain in several locations prior to the commencement of construction.

The Contractor shall make all tributary tile drain connections in accordance with the Typical Tile Connection Detail on Drawing No. 2.

The Contractor shall be responsible for all tile connections for a period of one year after the issuance of the completion certificate. The tile connections required to be made within this warranty period shall be made at the same rate as defined on the Form of Tender and Agreement. After construction, the Contractor will be given the option to make any subsequent tile connections or have the Town of Minto make said connections and have the costs of which deducted from the holdback.

All existing drains cut off during the installation of the new drainage system that will be connected to the new drainage system shall be flagged or marked by the Contractor prior to the connection being made.

H.7 PIPE, INSTALLATION, BEDDING & BACKFILL

H.7.1 Concrete Field Tile

All concrete tile shall meet or exceed the strength of 2000D Heavy-Duty Extra Quality Concrete Drain Tile.

Concrete field tile installed by means of an approved hydraulic excavator shall be installed using 19mm (3/4") crushed stone bedding and backfill from 150mm below the pipe to the spring line of the pipe, as per the detail on Drawing No. 2.

Approved native material shall be used as backfill from the spring line to the underside of the topsoil. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement.

The Contractor shall supply and wrap all concrete tile joints with geotextile filter material as part of this contract. The width of the filter material should be 400mm wide.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be Mirafi 140NC for clay or loam soil conditions and Mirafi 160N for sandy or silty soil conditions.



H.7.2 <u>High Density Polyethylene Pipe (H.D.P.E.)</u>

An approved hydraulic excavator shall be used for the installation of all H.D.P.E. pipe.

All H.D.P.E. pipe shall be BOSS 2000 (or equivalent) CSA B182.8/320 KPa.

All H.D.P.E. pipe shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the pipe to the spring line of the pipe. Suitable native material shall be used as backfill from the spring line to the underside of the topsoil. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.

H.8 ROAD CROSSINGS

The Contractor shall notify the Engineer and local road authority having jurisdiction over the road a minimum of forty-eight (48) hours prior to each of the scheduled crossings through the roads.

All H.D.P.E. pipe installed within the road allowances shall be BOSS 2000 (or equivalent) CSA B182.8-02/320 KPa with bell and spigot water tight joining systems.

The Contractor shall install the new 375 mm diameter H.D.P.E. pipe through 1st Road North along the Main Drain by means of an approved hydraulic excavator using the open cut method.

The existing 450 mm diameter C.M.P. surface culvert through 1st Road North along the Main Drain shall be removed and disposed of off-site by the Contractor. The Contractor shall install a new 450 mm diameter H.D.P.E. solid pipe surface culvert in place of the existing surface culvert.

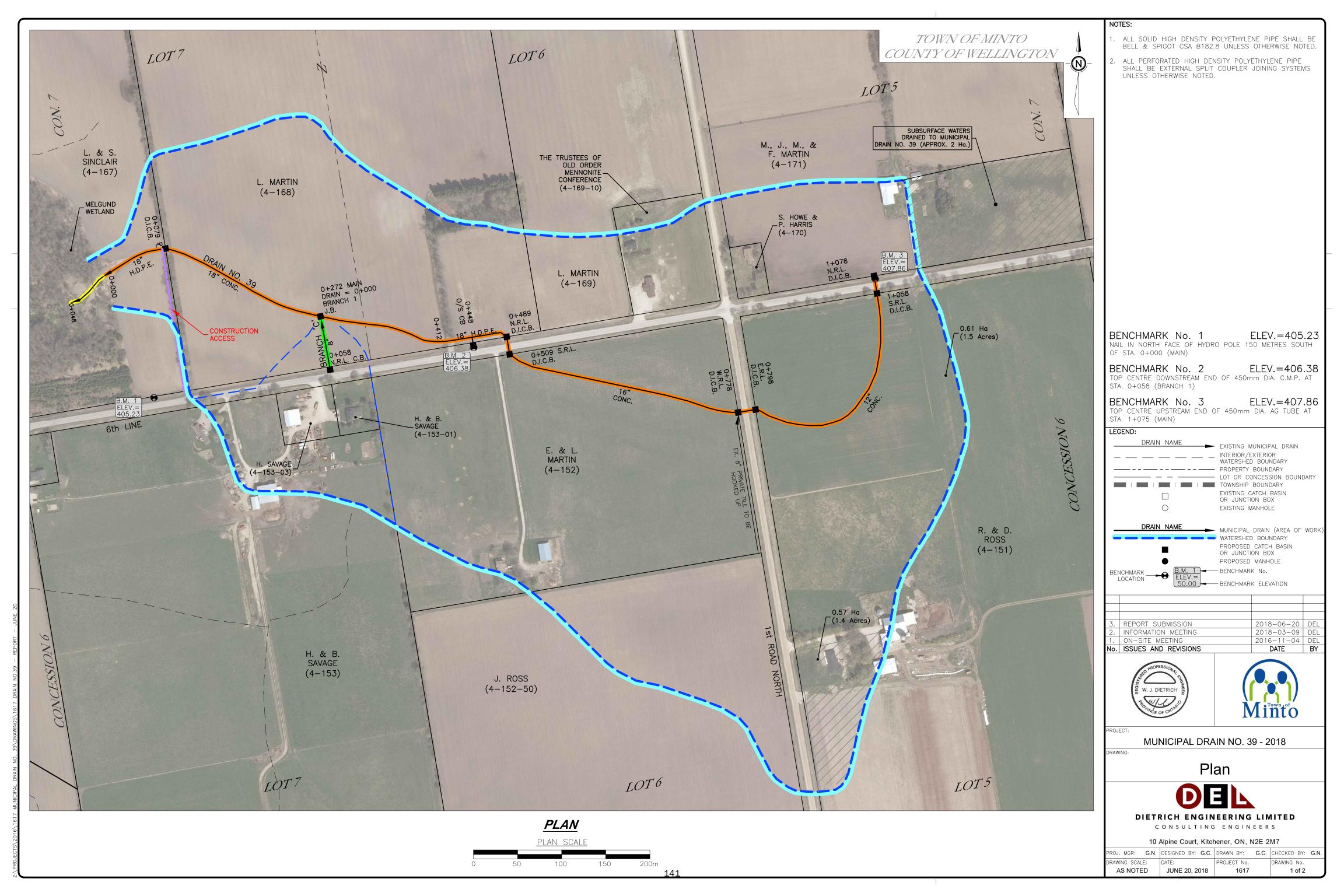
The Contractor shall install the 375 mm diameter H.D.P.E. pipe using Granular "A" bedding from 150 mm below the pipe to 300 mm above the new 450 mm diameter H.D.P.E. surface culvert. Granular "B" material shall be used for backfill from 300 mm above the new surface culvert to 200 mm below finished grade. The Contractor shall place 200 mm of Granular "A material from the top of the Granular "B to finished grade.

The Contractor shall not use as backfill any existing native material excavated from the crossing unless prior authorization has been obtained from the road authority having jurisdiction over the road. The Contractor shall dispose of all excess excavated material off-site.

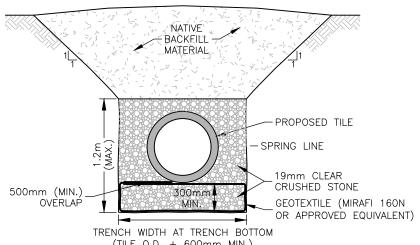
All granular materials shall be placed equally and simultaneously on both sides of the pipe in lifts not exceeding 300 mm. All granular materials used as bedding and backfill within the road allowance shall be thoroughly compacted to at least 95% Standard Proctor Density using an approved vibratory compactor.

The Contractor shall be responsible for all trench settlement.

The Main Drain crossings through 6th Line from Sta. 0+489 to Sta. 0+509 and Sta. 1+058 to Sta. 1+078 shall be installed by means of the jack and bore method.

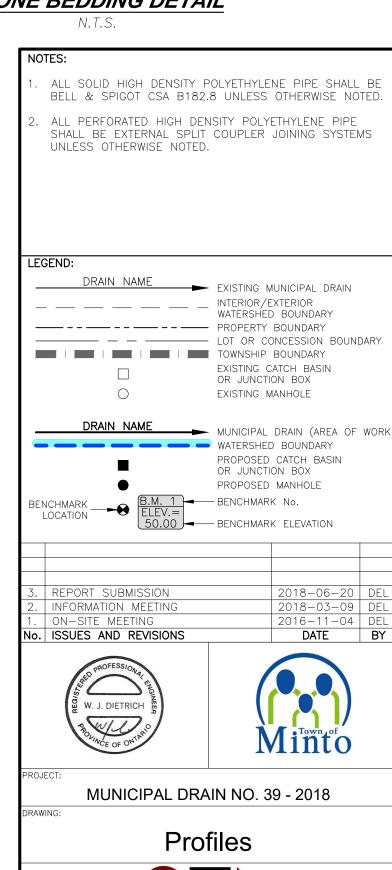


TILE SIZES MAIN DRAIN ITEM HIGH DENSITY POLYETHYLENE OUTLET PIPE 450 HIGH DENSITY POLYETHYLENE PIPE 450 450 LENGTH (m) THICKNESS (mm) SIZE (mm) <u>STATION</u> **BOTTOM WIDTH** 0+000 - 0+006 0+006 - 0+079 0.9 m333 77 20 269 20 260 20 NATIVE 450 450 CONCRETE FIELD TILE 0+079 - 0+4120+412 - 0+412 0+412 - 0+489 0+489 - 0+509 0+509 - 0+778 0+778 - 0+798 0+798 - 1+058 SIDE SLOPES - BACKFILL -HIGH DENSITY POLYETHYLENE PIPE SMOOTH WALL STEEL CASING MATERIAL 500 O.D. 400 375 300 9.53 1.5:1 BACKFILL -CONCRETE FIELD TILE HIGH DENSITY POLYETHYLENE PIPE CONCRETE FIELD TILE MATERIAL EX. TILE DRAIN SMOOTH WALL STEEL CASING 1+058 - 1+078 9.53 SEE NOTE-1 BRANCH 1 <u>STATION</u> 0+000 - 0+058 <u>ITEM</u> concrete field tile LENGTH (m) THICKNESS (mm) PROPOSED TILE -SIZE (mm) DRAIN TUBING 19mm CLEAR CRUSHED STONE BEDDING FROM TRENCH BOTTOM TO 150mm ABOVE TILE DRAIN OVERLAP TRENCH WIDTH AT TRENCH BOTTOM 1. ALL TILE CONNECTIONS TO BE EITHER A CORED HOLE WITH AN INSERT COUPLER, OR A MANUFACTURED TEE. (TILE O.D. + 600mm MIN.) 2. CLEAR CRUSHED STONE BEDDING NOT REQUIRED IF DUAL WALL H.D.P.E. PIPE IS USED FOR THE CONNECTION. LIMIT M D.I. TYPICAL TILE CONNECTION DETAIL NOTES: 450mm AG TUBE — 408 450mm C.M.P. FAIR COND. 407 150mm C.M.P. _E/W 150mm C.M.P. 406 150mm C.M.P. LEGEND: 150mm C.M.P. 405 -0.50% 404 403 403 405 BENCHMARK 402 402 404 REPORT SUBMISSION ₩0.10% 403^Q 401 401 403 INFORMATION MEETING ON-SITE MEETING 400mm 0.D. 200mm DIA. 500mm 0.D. 450mm DIA 450mm DIA. 375mm DIA. ⊢SMOOTH WALL CONCRETE ⊣SMOOTH WALL H.D.P.E. PIPE H.D.P.E. PIPE H.D.P.E. PIPE STEEL CASING STEEL CASING FIELD TILE 400 400 402 402 300mm DIA. 450mm DIA. 400mm DIA. W. J. DIETRICH CONCRETE CONCRETE FIELD TILE FIELD TILE FIELD TILE $(4-168)^{-1}$ L. & S. SINCLAIR 401 399 399 401 -(4-167)ROJECT: L. MARTIN E. & L. MARTIN R. & D. ROSS (4-168)(4-152)398 398 400 400 0+778 0+798 0+800 .272 .300 0+000 +0 9 **BRANCH 1 PROFILE** MAIN DRAIN PROFILE DIETRICH ENGINEERING LIMITED PROFILE SCALES PROFILE SCALES CONSULTING ENGINEERS HORZ. HORZ. 10 Alpine Court, Kitchener, ON, N2E 2M7 ROJ. MGR: G.N. DESIGNED BY: G.C. DRAWN BY: G.C. CHECKED BY: M.T. RAWING SCALE: DATE: AS NOTED JUNE 20, 2018 142



NOTE: FOR DRAIN INSTALLATION BY MEANS OF HYDRAULIC EXCAVATOR

TYPICAL DRAIN INSTALLATION ON WRAPPED STONE BEDDING DETAIL



PROJECT No.

2 of 2



Court of Revision Agenda Drain 60 Tuesday, August 7, 2018 3:00 p.m. Council Chambers

MUNICIPAL DRAIN LOCATION

Serving parts of Lots 23 & 24, Concession 14 and Lots 24, Concession 15 in the Town of Minto, County of Wellington.

1. Call to Order (appoint a Chair)

Clerk Call to order

- 2. Disclosure of Pecuniary Interest under the Municipal Conflict of Interest Act
- 3. Roll Call
 - a) Names of Landowners Present
 - b) Others Present (Engineer, Staff)

4. Appeals

Clerk to advise if any appeals received pursuant to the Drainage Act.

5. Deliberations

Chair may ask the Engineer to present information if necessary, or may call on any landowners or staff who may have comments to assist members.

6. Pronouncement of the Decision of Court

Chair calls upon members for direction on the matter.

7. Close or Adjournment of Court

Municipal Drain No. 60 - 2018 Town of Minto County of Wellington



Reference No. 1747

June 5, 2018

Municipal Drain No. 60 - 2018 Town of Minto County of Wellington

Contents

1.0	Introduction	1
2.0	The Drainage Act	1
3.0	History	2
4.0	On-Site Meeting	2
5.0	Information Meeting	3
6.0	Findings	3
7.0	Recommendations	4
8.0	Summary of Proposed Works	4
9.0	Working Area	5
10.0	Watershed Characteristics	5
11.0	Soil Characteristics	5
12.0	Allowances	5
13.0	Estimated Construction Costs	6
14.0	Summary of Estimated Costs	7
15.0	Assessment	7
16.0	Maintenance	7
Sched	dule of Assessment for Construction	8
Sched	dule of Assessment for Maintenance	9

Specifications for the Construction of Municipal Drainage Works

DIVISION A-General Conditions

DIVISION C-Specification for Tile Drains

DIVISION H-Special Provisions

CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7 | T: (519) 880-2708

F: (519) 880-2709

E: mail@dietricheng.com

Kitchener, Ontario June 5, 2018

Municipal Drain No. 60 - 2018 **Town of Minto County of Wellington**

To the Mayor and Council of the Town of Minto

Members of Council:

1.0 Introduction

We are pleased to present our report on the "Municipal Drain No. 60 - 2018", serving parts of:

Lots 23 & 24, Concession 14 Lots 24, Concession 15

in the Town of Minto, County of Wellington.

Authority to prepare this report was obtained by a resolution of the Town of Minto Council at its September 5, 2017 meeting to appoint Dietrich Engineering Limited to prepare an Engineer's Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 of the Drainage Act, R.S.O. 1990, signed by Bruce Shannon (Roll No. 2-179), Lot 24, Concession 15, we have made an examination and survey of the affected area and submit herewith our Report which includes Plan, Profile and Specifications for this work.

The attached Plan and Profile, Drawing No. 1, Reference No. 1747, Specifications and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected

2.0 The Drainage Act

The "Drainage Act" provides a mechanism for the construction, improvement and maintenance of a Procedures under the Drainage Act are designed to enable non-riparian drainage works. landowners to obtain a legal drainage outlet while safeguarding the rights and property of riparian landowners through which the drainage system may be constructed. The Drainage Act definition of "drainage works" includes a drain constructed by any means, including the improvement of a natural watercourse, and includes works necessary to regulate the water table or water level within or on any lands or to regulate the waters of a drain, reservoir, lake or pond, and includes a dam, embankment, wall, protective works or any combination thereof.



Drains constructed under the Drainage Act, which are referred to as Municipal Drains, are user pay systems. This means the landowners within the watershed, including lands and roads, for the proposed drain will contribute a portion of costs towards the design, construction and maintenance of the municipal drain. The most common means of assessing project costs are through benefit and/or outlet liability assessments (Sections 22 & 23 of the Drainage Act R.S.O. 1990)

Aside from assessing costs, allowances are awarded to owners whose property is physically affected by the construction and maintenance of the drain. The most common sections under the Drainage Act to award allowances are; Section 29 for right-of-way, which awards costs based on the area of land required to construct, improve and maintain the drain in the future; and Section 30 for damages, which are awarded based on damages to the property during construction or improvements to the drain. For more specific details on allowances provided in this report see Section 12.

3.0 History

Municipal Drain No. 60 was originally constructed under the authority of a report prepared by James A. Howes, O.L.S., dated June 1, 1964.

The report provided for the installation of approximately 3,275 lineal feet of 5 inch (125 mm) to 12 inch (300 mm) diameter tile and the installation of two (2) catch basins. The drain commenced at an outlet into Municipal Drain No. 2, in Lot 24, Concession 15, and proceeded to the upstream end of the drain on Lot 23, Concession 14.

Improvements were made to Municipal Drain No. 60 under the authority of a report prepared by William J. Dietrich, P.Eng., of Dietrich Engineering Ltd., dated February 7, 2005.

The report provided for the installation of approximately 345 metres of 250 mm to 375 mm diameter concrete field tile and high density polyethylene pipe and the installation of three (3) catch basins. The improvements to the drain commenced on the North Road Limit of 14th Line and proceeded upstream to the property line between Lot 23 and Lot 24, Concession 14.

Furthermore, the 2005 report provided for a realignment of the drain on Lot 24, Concession 14, and the abandonment of the 1964 drain upstream of 14th Line.

4.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on October 13, 2017. The place of meeting was at the Town of Minto Municipal Office. Persons in attendance were:

Greg Nancekivell, C.E.T. Dietrich Engineering Limited
Shannon Tweedle Dietrich Engineering Limited

Mike McIsaac Drainage Superintendent, Town of Minto Michelle Gallant Saugeen Valley Conservation Authority

Kevin Crispin Landowner (Lot 23, Con. 14)

Comments, concerns and issues that were discussed at the On-Site Meeting include:

- Design new tile for a 1" Drainage Coefficient (25.4 mm of rainfall per 24 hours)
- If Lot 24, Concession 15, isn't systematically tiled, realign the drain for better cover



5.0 Information Meeting

An information meeting was held on March 9, 2018, at the Town of Minto Municipal Office. The meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessment.

Persons in attendance were:

Greg Nancekivell, C.E.T. Dietrich Engineering Limited
Michel Terzian Dietrich Engineering Limited

Mike McIsaac Drainage Superintendent, Town of Minto Paul Elston Saugeen Valley Conservation Authority

Bill Glass Department of Fisheries & Oceans Canada (DFO)
Rick Kiriluk Department of Fisheries & Oceans Canada (DFO)

Amos Wideman Landowner (Lot 24, Con. 14)

Harry Bowman Owner of land in neighboring watershed

Comments, concerns and issues that were discussed at the On-Site Meeting include:

- Attendees were presented with the proposed design, which consists of the installation of approximately 298 metres of 300 mm to 450 mm diameter concrete field tile and high density polyethylene pipe, and the installation of one (1) concrete catch basin riser for an existing catch basin
- The new proposed drain is designed for a 1" Drainage Coefficient (25.4 mm of rainfall per 24 hours)
- The proposed work in Drain No. 2 to provide Drain No. 60 with a sufficient outlet will occur under a future Engineers report for Drain No. 2
- Amos Wideman asked about the costs to upgrade the design to a 1.5" Drainage Coefficient (38.1 mm of rainfall per 24 hours) and was told to expect an approximate increase in costs of 12-15%
- DFO representatives made it clear that their presence at the information meeting was specifically for Drain No. 2, which serves as the outlet for Drain No. 60, and they had no issues with the Drain No. 60 proposal
- Drain No. 2 contains a fish species called Redside Dace, which is an endangered species in the province of Ontario
- DFO states that sediment control in Drain No. 2 is of concern.
- The Saugeen Valley Conservation Authority has no issues with the proposal for Drain No. 60 but is interested in the sediment control in Drain No. 2

6.0 Findings

We have made an examination of the drainage area and have found the following:

- The existing portion of Municipal Drain No. 60 on the B. Shannon property (Roll No. 2-179), Lot 24, Concession 15, is in a poor state of repair and is neither of sufficient capacity nor depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
- 2. The latest improvement to Municipal Drain No. 60 was under the authority of a report prepared by William J. Dietrich, P.Eng., of Dietrich Engineering Ltd., dated February 7, 2005. This report provided for the replacement of the drain from the North Road Limit of 14th Line to



the property line between Lot 23 and Lot 24, Concession 14. This drainage system was designed using a drainage coefficient design standard of 15mm (0.6") of rainfall per 24 hours.

- 3. The outlet for Municipal Drain No. 60 is into the open ditch known as Municipal Drain No. 2, in Lot 24, Concession 15.
- 4. According to the Ministry of Agriculture, Food and Rural Affairs online Agricultural Information Atlas, Municipal Drain No. 2 has been classified by the Department of Fisheries and Oceans Canada as a Type "D" channel.
- 5. Municipal Drain No. 2 contains a fish species called Redside Dace, which is an endangered species in the province of Ontario.
- 6. Municipal Drain No. 2 requires deepening from the outlet of Municipal Drain No. 60 to a point downstream of Ayton Road to provide the new drainage system with a sufficient outlet.
- 7. Dietrich Engineering Ltd. was appointed by the Town of Minto Council under Section 78 of the Drainage Act, R.S.O. 1990, to prepare a drainage report for improvements to Municipal Drain No. 2.
- 8. B. Shannon, the owner of Lot 24, Concession 15, requested the new drainage system be installed along the route of the existing Municipal Drain through his property to avoid cutting through several of his newly installed subsurface drainage tile. He provided Dietrich Engineering Ltd. with a copy of the tile drain map for the property.
- 9. After the Information Meeting on March 9, 2018, Amos Wideman requested the proposed tile drainage system be designed using a design standard of 38.1 mm (1.5") of rainfall per 24 hours.

7.0 Recommendations

It is our recommendation that:

- A new tile drainage system be constructed from its outlet into Municipal Drain No. 2 on the B. Shannon property (Roll No. 2-179), Lot 24, Concession 15, upstream approximately 298 metres to the North Road Limit of 14th Line, in the Town of Minto, County of Wellington.
- 2. The new tile drainage system be installed along the route of the existing 1964 drain on Lot 24, Concession 15, and be installed such that the new tile drain not interfere with the private subsurface tile drains on the B. Shannon property.
- 3. The proposed work on Municipal Drain No. 2, to provide a sufficient outlet for the new tile drainage system, be completed under a new Municipal Drain No. 2 drainage report that will be prepared by Dietrich Engineering Ltd.
- 4. The drainage coefficient design standard used for this drain is 38.1mm (1.5") of rainfall per 24 hours.
- 5. The new drainage system shall be known as "Municipal Drain No. 60 2018".

8.0 Summary of Proposed Works

The proposed work consists of the installation of approximately 298 metres of 350 mm to 450 mm diameter concrete field tile and high density polyethylene pipes.



9.0 Working Area

The working area for construction purposes shall be a width of twenty-five (25) metres.

The working area for maintenance purposes shall be a width of ten (10) metres.

Each landowner shall designate access to and from the working area.

10.0 Watershed Characteristics

The Drainage Area comprises approximately 26.1 hectares (64.5 acres). Land use within the watershed is primarily agricultural.

11.0 Soil Characteristics

The Ontario Ministry of Agriculture, Food and Rural Affairs Agricultural Information Atlas, available online, describes the soil types within the watershed as Listowel Loam, Donnybrook Sandy Loam and Burford Loam.

12.0 Allowances

In accordance with Sections 29 and 30 of the Drainage Act, R.S.O. 1990, we determine the allowances payable to Owners entitled thereto as follows.

TOTAL ALLOWANCES, MUNICIPAL DRAIN No. 60 - 2018 \$3,350 \$2,980 \$6,330							
24	15	B. Shannon	2-179	\$3,350	\$2,980	\$6,330	
Part	Con.	Owner	Roll No.	(Section 29)	(Section 30)	Allowances	
Lot or				Right-of-Way	Damages to Lands & Crops	Total	

Total Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990, Municipal Drain No. 60 - 2018

\$6,330

Calculation of Allowances

Section 29 (Right-of-Way)

The agricultural land value used for calculating allowances for Right-of-Way was \$45,000/ha (\$18,212/acre).

Section 29 Right-of-Way, has been calculated based on 25% of the estimated land value, \$11,250/ha. (\$4,553/acre) for a 10 metre Right-of-Way.

Section 30 (Damages)

Damages have been calculated based on \$4,000/ha. (\$1,619/acre).

Allowances for Right-of-Way were not provided in the report prepared by James A. Howes, O.L.S., dated June 1, 1964, which authorized the construction of the existing Municipal Drain No. 60.



13.0 Estimated Construction Costs

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

Labour, Equipment and Materials

	<u>Description</u>	Quantity	9	S/Unit	<u>Total</u>
1)	Stripping and stock piling topsoil (10 metre width)	298 m	ո \$	7.00	\$ 2,086.00
2)	Leveling of topsoil with trim dozer	298 m	ո \$	3.00	\$ 894.00
3)	Supply 450mm diameter, solid high density polyethylene outlet pipe complete with rodent grate (320 kPa, CSA B182.8, split coupler joining system)	6 n	n \$	75.00	\$ 450.00
a)	Installation of 450mm diameter, H.D.P.E. outlet pipe complete with rodent grate (Sta. 0+000 to Sta. 0+006)	l.s	S.		\$ 1,000.00
b)	Installation of quarry stone rip-rap protection and geotextile filter material (Mirafi 180N or equivalent, approximately 40 m2, Sta. 0+000)	l.s	S.		\$ 1,600.00
4)	Supply 450mm diameter concrete field tile (2400D)	144 m	n \$	33.00	\$ 4,752.00
	Installation of 450mm diameter concrete field tile by means of an excavator on crushed stone bedding wrapped in geo-textile filter material (see detail) or				
	by means of a wheel trencher (Sta. 0+006 to 0+150)	144 m	า \$	50.00	\$ 7,200.00
5)	Supply 400mm diameter concrete field tile (2400D)	66 m	n \$	27.00	\$ 1,782.00
	Installation of 400mm diameter concrete field tile by means of an excavator on crushed stone bedding wrapped in geo-textile filter material (see detail) or by means of a wheel trencher (Sta. 0+150 to 0+216)	66 m	ո \$	50.00	\$ 3,300.00
6)	Supply 350mm diameter concrete field tile (2400D)	82 m	ո \$	23.00	\$ 1,886.00
	Installation of 350mm diameter concrete field tile by means of excavator on crushed stone bedding wrapped in geo-textile filter material (see detail) (Sta. 0+216 to 0+298)	82 m	n \$	50.00	\$ 4,100.00
7)	Tile connections	l.s		20.00	\$ 200.00
•					
	ESTIMATED CONSTRUCTION COSTS IPAL DRAIN NO. 60 - 2018				\$ 29,250.00



14.0 Summary of Estimated Costs

Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990	\$ 6,330.00
Total Estimated Construction Costs	\$ 29,250.00
Meetings, survey, design, preparation of preliminary cost estimates and reports,	
preparation of final drainage report, consideration of report and court of revision	\$ 11,000.00
Preparation of contract documents, contract administration, supervision	
and inspection of construction	\$ 4,400.00
Contingencies, Interest, and net H.S.T.	\$ 3,120.00
TOTAL ESTIMATED COSTS	
MUNICIPAL DRAIN NO. 60 – 2018	\$ 54,100.00
The total estimated cost of the work in the Town of Minto is	\$ 54,100.00

15.0 Assessment

We assess the cost of this work against the lands and roads liable for assessment for benefit and outlet as shown on the annexed Schedule of Assessment. We have determined that there is no injuring liability assessment involved.

16.0 Maintenance

After completion, this drain shall be maintained by the Town of Minto at the expense of all the lands and roads assessed in the attached Schedule of Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

Wir affers W. J. Dietrich, P.Eng.

WJD:mt



SCHEDULE OF ASSESSMENT FOR CONSTRUCTION Municipal Drain No. 60 - 2018 **Town of Minto**

		APPROX	, 			(SEC. 23)		LESS 1/3		
LOT O	R	HECTARE	S	ROLL	(SEC. 22)	OUTLET	TOTAL	GOV'T	LESS	NET
PART	CON.	AFFECTE	D OWNER	NO.	BENEFIT	LIABILITY	ASSESSMENT	GRANT	ALLOWANCES	ASSESSMENT
23	14	10.9	K. Crispin	(2-219)	\$800	\$8,721	\$9,521	\$3,174		\$6,347
24	14	13.0	A. & M. Wideman	(2-218)	\$2,200	\$9,754	\$11,954	\$3,985		\$7,969
24	15	1.8	B. Shannon	(2-179)	\$28,000	\$656	\$28,656	\$9,552	\$6,330	\$12,774
Total As	Total Assessment on Lands			\$31,000	\$19,131	\$50,131	\$16,711	\$6,330	\$27,090	
14th Line	e	0.4	Town of Minto		\$3,000	\$969	\$3,969			\$3,969
Total Assessment on Roads				\$3,000	\$969	\$3,969			\$3,969	
Total As	Total Assessment on Lands and Roads,									
Municip	Municipal Drain No. 60 - 2018				\$34,000	\$20,100	\$54,100	\$16,711	\$6,330	\$31,059

- NOTES: 1. All above lands are used for agricultural purposes.
 - 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
 - 3. The NET ASSESSMENT is provided for information purposes only.



SCHEDULE OF ASSESSMENT FOR MAINTENANCE Municipal Drain No. 60 - 2018 Town of Minto

		APPROX			PORTION OF	
LOT OR		HECTARE	S	ROLL	MAINTENANCE	
PART	CON.	AFFECTE	D OWNER	NO.	COST	
23	14	10.9	K. Crispin	(2-219)	33.7%	
24	14	13.0	A. & M. Wideman	(2-218)	37.6%	
24	15	1.8	B. Shannon	(2-179)	25.0%	
Total Asse	essment or	Lands			96.3%	
14th Line		0.4	Town of Minto		3.7%	
Total Asse	essment or	n Roads			3.7%	
				•		
Total Assessment for Maintenance,						
Municipal	Municipal Drain No. 60 - 2018					

NOTES: 1. All above lands are used for agricultural purposes.

SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

DIVISION A – General Conditions

DIVISION C – Specification for Tile Drains

DIVISION H - Special Provisions

DIVISION A

GENERAL CONDITIONS

<u>A</u>	CONTENT	<u>PAGE</u>
A.1	SCOPE	1
A.2	TENDERS	1
A.3	EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATION	IS 1
A.4	PAYMENT	2
A.5	CONTRACTOR'S LIABILITY INSURANCE	2
A.6	LOSSES DUE TO ACTS OF NATURE, ETC.	2
A.7	COMMENCEMENT AND COMPLETION OF WORK	3
A.8	WORKING AREA AND ACCESS	3
A.9	SUB-CONTRACTORS	3
A.10	PERMITS, NOTICES, LAWS AND RULES	3
A.11	RAILWAYS, HIGHWAYS AND UTILITIES	4
A.12	ERRORS AND UNUSUAL CONDITIONS	4
A.13	ALTERATIONS AND ADDITIONS	4
A.14	SUPERVISION	4
A.15	FIELD MEETINGS	4
A.16	PERIODIC AND FINAL INSPECTIONS	5
A.17	ACCEPTANCE BY THE MUNICIPALITY	5
A.18	WARRANTY	5
A.19	TERMINATION OF CONTRACT BY THE MUNICIPALITY	5
A.20	TESTS	6
A.21	POLLUTION	6
A.22	SPECIES AT RISK	6
A.23	ROAD CROSSINGS	6
A.24	LANEWAYS	7
A.25	FENCES	8
A.26	LIVESTOCK	8
A.27	STANDING CROPS	9
A.28	SURPLUS GRAVEL	9
A.29	IRON BARS	9
A.30	RIP-RAP	9
A.31	CLEARING, GRUBBING AND BRUSHING	9
A.32	RESTORATION OF LAWNS	9

DIVISION AGENERAL CONDITIONS

A.1 SCOPE

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Scope of Work, Drawings, General Conditions and other Specifications.

A.2 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Scope of Work must be completed and submitted with the Form of Tender and Agreement. A certified cheque is required as Tender Security, payable to the Treasurer of the Municipality.

All certified cheques, except that of the bidder to whom the work is awarded will be returned within ten (10) days of the time the Contract is awarded. The certified cheque of the bidder to whom the work is awarded will be retained as Contract Security and returned when the Municipality receives a Completion Certificate for the work.

A certified cheque is not required if the Contractor provides an alternate form of Contract Security such as a Performance Bond for 100% of the amount of the Tender or other satisfactory security, if required/permitted by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one (1) year after the date of the Completion Certificate.

A.3 EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATIONS

The Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to satisfy himself of the existing conditions and extent of the work to be done before submission of his Tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on his part. Any estimates of quantities shown or indicated on the Drawings, or elsewhere are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating his Tender shall be done at his own risk. The Tenderer for his own protection should check these quantities for accuracy.

The standard specifications (Divisions B through G) shall be considered complementary and where a project is controlled under one of the Divisions, the remaining Divisions will apply for miscellaneous works.



In case of any inconsistency or conflict between the Drawings and Specifications, the following order of precedence shall apply:

- Direction of the Engineer
- Special Provisions (Division H)
- Scope of Work
- Contract Drawings
- Standard Specifications (Divisions B through G)
- General Conditions (Division A)

A.4 PAYMENT

Progress payments equal to 87±% of the value of work completed and materials incorporated in the work will be made to the Contractor monthly. An additional ten per cent (10±%) will be paid 45 days after the final acceptance by the Engineer, and three per cent (3±%) of the Contract price may be reserved by the Municipality as a maintenance holdback for a one (1) year period from the date of the Completion Certificate. A greater percentage of the Contract price may be reserved by the Municipality for the same one (1) year period if in the opinion of the Engineer, particular conditions of the Contract requires such greater holdback.

After the completion of the work, any part of this reserve may be used to correct defects developed within that time from faulty workmanship and materials, provided that notice shall first be given to the Contractor and that he may promptly make good such defects.

A.5 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of any work, the Contractor shall file with the Municipality evidence of compliance with all Municipality insurance requirements (Liability Insurance, WSIB, etc.) for no less than the minimum amounts as stated in the Purchasing Procedures of the Municipality. All insurance coverage shall remain in force for the entire contract period including the warranty period which expires one year after the date of the Completion Certificate.

The following are to be named as co-insured: Successful Contractor

Sub-Contractor
Municipality

Dietrich Engineering Ltd.

A.6 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the performance of the work, by reason of unanticipated difficulties, bad weather, strikes, acts of nature, or other mischances shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.



A.7 COMMENCEMENT AND COMPLETION OF WORK

The work must commence as specified in the Form of Tender and Agreement. If conditions are unsuitable due to poor weather, the Contractor may be required, at the discretion of the Engineer to postpone or halt work until conditions become acceptable and shall not be subject of a claim for additional compensation.

The Contractor shall give the Engineer a minimum of 48 hours notice before commencement of work. The Contractor shall then arrange a meeting to be held on the site with Contractor, Engineer, and affected Landowners to review in detail the construction scheduling and other details of the work.

If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Municipality a minimum of 24 hours notice prior to returning to the project. If any work is commenced without notice to the Engineer, the Contractor shall be fully responsible for all such work undertaken prior to such notification.

The work must proceed in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the Form of Tender and Agreement.

A.8 WORKING AREA AND ACCESS

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For all other areas, the working area available to the Contractor to construct the drain is specified in the Special Provisions (Division H).

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately. Where the Contractor exceeds the specified working widths without authorization, he shall be held responsible for the costs of all additional damages.

If access off an adjacent road allowance is not possible, each Landowner on whose property the drainage works is to be constructed, shall designate access to and from the working area. The Contractor shall not enter any other lands without permission of the Landowner and he shall compensate the Landowner for damage caused by such entry.

A.9 SUB-CONTRACTORS

The Contractor shall not sublet the whole or part of this Contract without the approval of the Engineer.

A.10 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work (but this shall not include MTO encroachment permits, County Road permits permanent easement or rights of servitude). The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety.



A.11 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of 72 hours' notice to the Railway or Highways, exclusive of Saturdays, Sundays, and Statutory Holidays, is required by the Contractor prior to any work activities on or affecting the applicable property. In the case of affected Utilities, a minimum of 48 hours' notice to the utility owner is required.

A.12 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error on his own shall be done at his own risk. Any additional cost incurred by the Contractor to remedy the wrong decision on his part shall be borne by the Contractor. The Engineer shall make the alterations necessary to correct errors or to adjust for unusual conditions during which time it will be the Contractor's responsibility to keep his men and equipment gainfully employed elsewhere on the project.

The Contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

A.13 ALTERATIONS AND ADDITIONS

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

A.14 SUPERVISION

The Contractor shall give the work his constant supervision and shall keep a competent foreman in charge at the site.

A.15 FIELD MEETINGS

At the discretion of the Engineer, a field meeting with the Contractor or his representative, the Engineer and with those others that the Engineer deems to be affected, shall be held at the location and time specified by the Engineer.



A.16 PERIODIC AND FINAL INSPECTIONS

Periodic inspections by the Engineer will be made during the performance of the work. If ordered by the Engineer, the Contractor shall expose the drain as needed to facilitate inspection by the Engineer.

Final inspection by the Engineer will be made within twenty (20) days after he has received notice from the Contractor that the work is complete.

A.17 ACCEPTANCE BY THE MUNICIPALITY

Before any work shall be accepted by the Municipality, the Contractor shall correct all deficiencies identified by the Engineer and the Contractor shall leave the site neat and presentable.

A.18 WARRANTY

The Contractor shall repair and make good any damages or faults in the drain that may appear within one (1) year after its completion (as dated on the Completion Certificate) as the result of the imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the Country, Province or Locality in which the work is being done. Neither the Completion Certificate nor any payment there under, nor any provision in the Contract Documents shall relieve the Contractor from his responsibility.

A.19 TERMINATION OF CONTRACT BY THE MUNICIPALITY

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.



If the Contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the certified cheque bid deposit and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new Tender for the Contract being terminated.

If any unpaid balance and the certified cheque do not match the monies owed by the Contractor upon termination of the Contract, the Municipality may also charge such expense against any money which may thereafter be due to the Contractor from the Municipality.

A.20 TESTS

The cost for the testing of materials supplied to the job by the Contractor shall be borne by the Contractor. The Engineer reserves the right to subject any lengths of any tile or pipe to a competent testing laboratory to ensure the adequacy of the tile or pipe. If any tile supplied by the Contractor is determined to be inadequate to meet the applicable A.S.T.M. standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate tile in the Contract with tile capable of meeting the A.S.T.M. Standards.

A.21 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor shall refuel or repair equipment away from open water.

If polluted material from construction materials or equipment is caused to flow into the drain, the Contractor shall immediately notify the Ministry of the Environment, and proceed with the Ministry's protocols in place to address the situation.

A.22 SPECIES AT RISK

If a Contractor encounters a known Species at Risk as designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to deal with the species.

A.23 ROAD CROSSINGS

This specification applies to all road crossings (Municipality, County, Regional, or Highway) where no specific detail is provided on the drawings or in the standard specifications. This specification in no way limits the Road Authority's regulations governing the construction of drains on their Road Allowance.

A.23.1 Road Occupancy Permit

Where applicable, the Contractor must submit an application for a road occupancy permit to the Road Authority and allow a minimum of five (5) working days for its review and issuance.



A.23.2 Road Closure Request and Construction Notification

The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority and the Engineer for review and approval a minimum of five (5) working days prior to proceeding with any work on the road allowance. The Contractor shall be responsible for notifying all applicable emergency services, schools, etc. of the road closure or construction taking place.

A.23.3 Traffic Control

The Contractor shall supply flagmen, and warning signs and ensure that detour routes are adequately signed in accordance with no less than the minimum standards as set out in the Ontario Traffic Manual's Book 7.

A.23.4 Weather

No construction shall take place during inclement weather or periods of poor visibility.

A.23.5 Equipment

No construction material and/or equipment is to be left within three (3) metres of the travelled portion of the road overnight or during periods of inclement weather.

If not stated on the drawings, the road crossing shall be constructed by open cut method. Backfill from the top of the cover material over the subsurface pipe or culvert to the under side of the road base shall be Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm. Granular road base materials shall be thoroughly compacted to 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing HL-8 Hot Mix Asphalt patch at a thickness of 50mm or of the same thickness as the existing pavement structure. The asphalt patch shall be flush with the existing roadway on each side and without overlap.

Excavated material from the trench beyond 1.25 metres from the travelled portion or beyond the outside edge of the gravel shoulder may be used as backfill in the trench in the case of covered drains. The material shall be compacted in lifts not exceeding 300mm.

A.24 LANEWAYS

All pipes crossing laneways shall be backfilled with material that is clean, free of foreign material or frozen particles and readily tamped or compacted in place unless otherwise specified. Laneway culverts on open ditch projects shall be backfilled with material that is not easily erodible. All backfill material shall be thoroughly compacted as directed by the Engineer.



Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

The backfill over culverts and subsurface pipes at all existing laneways that have granular surfaces on open ditch and closed drainage projects shall be surfaced with a minimum of 300mm of Granular "B" material and 150mm of Granular "A" material. All backfill shall be thoroughly compacted as directed by the Engineer. All granular material shall be placed to the full width of the travelled portion.

Any settling of backfilled material shall be repaired by or at the expense of the Contractor during the warranty period of the project and as soon as required.

A.25 FENCES

No earth is to be placed against fences and all fences removed by the Contractor shall be replaced by him in as good a condition as found. Where practical the Contractor shall take down existing fences in good condition at the nearest anchor post and roll it back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition where the fence is not salvageable, shall be noted and verified with the Engineer prior to commencement of work.

Fences damaged beyond repair by the Contractor's negligence shall be replaced with new materials, similar to those materials of the existing fence, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the Landowner and the Engineer.

Any fences paralleling an open ditch that are not line fences that hinder the proper working of the excavating machinery, shall be removed and rebuilt by the Landowner at his own expense.

The Contractor shall not leave fences open when he is not at work in the immediate vicinity.

A.26 LIVESTOCK

The Contractor shall provide each landowner with 48 hours notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the Landowner shall be responsible to keep all livestock clear of the construction areas until further notified. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock where the Contractor failed to notify the Landowner, or through negligence or carelessness on the part of the Contractor.



A.27 STANDING CROPS

The Contractor shall be responsible for damages to standing crops which are ready to be harvested or salvaged along the course of the drain and access routes if the Contractor has failed to notify the Landowners 48 hours prior to commencement of the work on that portion of the drain.

A.28 SURPLUS GRAVEL

If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used, the Contractor shall haul away such surplus material.

A.29 IRON BARS

The Contractor is responsible for the cost of an Ontario Land Surveyor to replace any iron bars that are altered or destroyed during the course of the construction.

A.30 RIP-RAP

Rip-rap shall be quarry stone rip-rap material and shall be the sizes specified in the Special Provisions. Broken concrete shall not be used as rip-rap unless otherwise specified.

A.31 CLEARING, GRUBBING AND BRUSHING

This specification applies to all brushing where no specific detail is provided on the drawings or in the Special Provisions.

The Contractor shall clear, brush and stump trees from within the working area that interfere with the installation of the drainage system.

All trees, limbs and brush less than 150mm in diameter shall be mulched. Trees greater than 150mm in diameter shall be cut and neatly stacked in piles designated by the Landowners.

A.32 RESTORATION OF LAWNS

This specification applies to all lawn restoration where no specific detail is provided on the drawings or in the Special Provisions and no allowance for damages has been provided under Section 30 of the Drainage Act RSO 1990 to the affected property.

The Contractor shall supply "high quality grass seed" and the seed shall be broadcast by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of broadcast to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the Landowner to maintain the area in a manner so as to promote growth.

DIVISION CSPECIFICATIONS FOR TILE DRAINS

<u>C</u>	CONTENT	<u>PAGE</u>
C.1	PIPE MATERIALS	1
C.2	ALIGNMENT	1
C.3	PROFILE	2
C.4	EXCAVATION	2
C.5	INSTALLATION	2
C.6	TRENCH CROSSINGS	3
C.7	OUTLET PROTECTION	4
C.8	CATCH BASINS AND JUNCTION BOXES	4
C.9	TRIBUTARY DRAINS	5
C.10	CLEARING, GRUBBING AND MULCHING	5
C.11	ROADS AND LANEWAY SUB-SURFACE CROSSINGS	6
C.12	FILLING IN EXISTING DITCHES	6
C.13	CONSTRUCTION OF GRASSED WATERWAYS	6
C.14	UNSTABLE SOIL	6
C.15	ROCKS	6
C.16	BROKEN OR DAMAGED TILE	7
C.17	RECOMMENDED PRACTICE FOR CONSTRUCTION OF	
	SUBSURFACE DRAINAGE SYSTEMS	7

DIVISION CSPECIFICATIONS FOR TILE DRAINS

C.1 PIPE MATERIALS

C.1.1 Concrete Tile

Concrete drain tile shall conform to the requirements of the most recent A.S.T.M. specification for Heavy-Duty Extra Quality drain tile. All tile with diameters less than 600mm shall have a pipe strength of 1500D. All tile with diameters 600mm or larger shall have a pipe strength of 2000D.

All tile furnished shall be subject to the approval of the Engineer. All rejected tile are to be immediately removed from the site.

C.1.2 High Density Polyethylene (HDPE) Pipe

All HDPE pipe shall be dual-wall corrugated drainage pipe with a smooth inner wall. HDPE pipe shall have a minimum stiffness of 320 kPa at 5% deflection.

Unless otherwise noted, all sealed HDPE pipe shall have a water tight gasketed bell and spigot joining system meeting the minimum requirements of CSA B182.8. Perforated HDPE pipe shall have a soil tight joining system, and shall be enveloped in non-woven geotextile filter sock.

C.2 ALIGNMENT

The Contractor shall contact the Engineer to establish the course of the drain. Where an existing drain is to be removed and replaced by the new drain, or where the new drain is to be installed parallel to an existing drain, the Contractor shall locate the existing drain (including repairing damaged tile caused by locating) at intervals along the course of the drain. The costs of locating shall be included in the tender price.

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other watercourses or at sharp corners, it shall run on a curve of at least 15 metres radius. The new tile drain shall be constructed at an offset from and parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water.

The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where any such existing drain is disturbed or damaged, the Contractor shall perform the necessary repair at his expense.



C.3 PROFILE

Benchmarks have been established along the course of the drain which are to govern the elevations of the drain. The location and elevations of the benchmarks are shown on the drawings. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times.

When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made.

C.4 EXCAVATION

C.4.1 Wheel machine

Unless otherwise specified, all trenching shall be carried out with a wheel machine approved by the Engineer. The wheel machine shall shape the bottom of the trench to conform to the outside diameter of the pipe. The minimum trench width shall be equal to the outside diameter of the pipe plus 100mm on each side of the pipe, unless otherwise specified. The maximum trench width shall be equal to the outside diameter of the pipe plus 300mm on each side of the pipe, unless otherwise specified.

C.4.2 Scalping

Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capability of the Contractor's wheel machine, he shall lower the surface grade in order that the wheel machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of the topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.

C.4.3 Excavator

Where the use of an excavator is used in-lieu of a wheel machine, the topsoil shall be stripped and replaced in accordance with Item C.4.2. All tile shall be installed on 19mm clear crushed stone bedding placed to a minimum depth of 150mm which has been shaped to conform to the bottom of the pipe. The Contractor shall include the costs of this work in his tender price.

C.5 INSTALLATION

C.5.1 Concrete Tile

The tile is to be laid with close joints and in regular grade and alignment in accordance with the drawings. The tiles are to be bevelled, if necessary to ensure close joints. The inside of the tile is to be kept clear when laid. The sides of the tile are to be supported by partial filling of the trench



(blinding) prior to inspection by the Engineer. No tile shall be backfilled until inspected by the Engineer unless otherwise permitted by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill.

Where a tile connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a tile drain passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

The Contractor shall supply and wrap all concrete tile joints with Mirafi 160N geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide for tile sizes 400mm diameter to 750mm diameter.
- 500mm wide for tile sizes larger than 750mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be.

C.5.2 HDPE Pipe

HDPE pipe shall be installed using compacted Granular 'A' bedding or 19mm clear crushed stone bedding from 150mm below the pipe to 300mm above the pipe. All granular material shall be compacted using a suitable mechanical vibratory compactor. Granular bedding and backfill shall be placed in lifts not exceeding 300mm and compacted to at least 95% Standard Proctor Maximum Dry Density (SPMDD).

Where a pipe connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a pipe passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.

C.6 TRENCH CROSSINGS

The Contractor shall not cross the backfilled trench with any construction equipment or vehicles, except by one designated crossing location on each property. The Contractor shall ensure that the bedding and backfill material at this designated crossing location is properly placed and compacted so as to adequately support the equipment and vehicles that may cross the trench.



The Contractor may undertake any other approved work to ensure the integrity of the tile at the crossing location. The Contractor shall ensure that no equipment or vehicles travel along the length of the trench. The Contractor shall be responsible for any damage to the new tile caused by the construction of the drain.

C.7 OUTLET PROTECTION

A tile drain outlet into a ditch shall be either HDPE pipe or corrugated steel pipe and shall include a hinged grate for rodent protection. The maximum spacing between bars on the rodent grate shall be 40mm. All corrugated steel outlet pipes shall be bevelled at the end to generally conform to the slope of the ditch bank.

Quarry stone rock rip-rap protection and geotextile filter material (Mirafi 160N), shall be installed around the outlet pipe and extended downstream a minimum distance of three metres, unless otherwise specified. The protection shall extend to the top of the backfilled trench and below the pipe to 300 mm under the streambed. The protection shall also extend 600mm into undisturbed soil on either side of the backfilled trench. In some locations, rip-rap may be required on the bank opposite the outlet.

Where the outlet occurs at the upper end of an open ditch, the rip-rap protection will extend all around the end of the ditch and to a point 800mm downstream on either side. Where heavy overflow is likely to occur, sufficient additional rip-rap and filter material shall be placed as directed by the Engineer to prevent the water cutting around the protection.

C.8 CATCH BASINS AND JUNCTION BOXES

Unless otherwise noted, catch basins shall be in accordance with OPSD 705.010 and 705.030. The catch basin grate shall be a "Birdcage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catch basin with bolts into the concrete. Spacing of bars on grates for use on 600mmX600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmX600mm shall be 90mm.

All catch basins shall be backfilled with compacted Granular 'A' or 19mm clear crushed stone placed to a minimum width of 300mm on all sides. If settling occurs after construction, the Contractor shall supply and place sufficient granular material to maintain the backfill level flush with adjacent ground. The riser sections of the catch basin shall be wrapped with filter cloth.

Quarry stone rip-rap protection shall be placed around all catch basins and shall extend a minimum distance of one (1) metre away from the outer edge of each side of the catch basin, and shall be placed so that the finished surface of the rip-rap is flush with the existing ground.

If there are no existing drains to be connected to the catch basin at the top end of the drain, a plugged tile shall be placed in the upstream wall with the same elevations as the outlet tile.

Junction boxes shall have a minimum cover over the lid of 450mm.



The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. The top of the spill way of the earth berm shall be the same elevation as the high wall of the ditch inlet catch basin. The earth berm shall be covered with 100mm depth of topsoil and seeded with an approved green seed mixture. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 metres each way from all catch basins.

The Contractor shall clean all catch basin sumps after completion of the drain installation. Catch basin markers shall be placed beside each catch basin.

C.9 TRIBUTARY DRAINS

Any tributary tile encountered in the course of the drain is to be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary drains encountered are clean or reasonably clean, they shall be connected into the new drain in accordance with the typical tile drain connection detail. Tributary tile drain connections into the new drain shall be made using high density polyethylene agricultural drain tubing installed on and backfilled with 19mm clear crushed stone. All tile drain connections into the new drain shall be either a cored hole with an insert coupler or a manufactured tee.

Where the existing drains are full of sediment, the decision to connect the tributary drain to the new drain shall be left to the Engineer. The Contractor shall be paid for each tributary drain connection as outlined in the Form of Tender and Agreement.

The Contractor shall be responsible for all tributary tile connections for a period of one year from the date of the Completion Certificate. After construction, any missed tile connections required to be made into the new drain shall be paid at the same rate as defined in the Form of Tender and Agreement. The Contractor will have the option to make any subsequent tile connections or have the Municipality make the required connections and have the cost of which deducted from the holdback.

Where an open ditch is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain.

Where the Contractor is required to connect an existing tile which is not encountered in the course of the drain, the cost of such work shall constitute an extra to the contract.

C.10 CLEARING, GRUBBING AND MULCHING

The Contractor shall clear, brush and stump trees from within the working area.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched.

Clearing, grubbing and mulching shall be carried out as a separate operation from installing the drain, and shall not be completed simultaneously at the same location.



C.11 ROADS AND LANEWAY SUB-SURFACE CROSSINGS

All roads and laneway crossings may be made with an open cut. The Contractor may use original ground as backfill to within 600mm of finished grade only if adequate compaction and if the use of the original ground backfill has been approved beforehand by the Engineer.

C.12 FILLING IN EXISTING DITCHES

The Contractor shall backfill the ditch sufficiently for traversing by farm equipment. If sufficient material is available on-site to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled waterway. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period.

C.13 CONSTRUCTION OF GRASSED WATERWAYS

Where the Contractor is required to construct a grassed waterway, the existing waterway shall be filled in, regraded, shaped and a seed bed prepared prior to applying the grass seed. The grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO.

- 55% Creeping Red Fescue
- 15% Perennial Rye Grass
- 27% Kentucky Bluegrass
- 3% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.

C.14 UNSTABLE SOIL

The Contractor shall immediately contact the Engineer if unstable soil is encountered. The Engineer shall, after consultation with the Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

C.15 ROCKS

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a wheel machine. The Engineer shall determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

If only scattered large stone or boulders are removed on any project, the Contractor shall either excavate a hole to bury same adjacent to the drain, or he shall haul the stones or boulders to a location designated by the Landowner.



C.16 BROKEN OR DAMAGED TILE

The Contractor shall remove and dispose of all broken (existing or new), damaged or excess tile off site.

C.17 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEMS

Drainage Guide for Ontario, Ministry of Agriculture, Food and Rural Affairs, Publication 29 and its amendments, dealing with the construction of Subsurface Drainage Systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other Specifications of the Contract.

DIVISION HSPECIAL PROVISIONS

<u>H</u>	CONTENT	<u>PAGE</u>
H.1	GENERAL	1
H.2	UTILITIES	1
H.3	WORKING AREA AND ACCESS	2
H.4	TOPSOIL	2
H.5	RIP-RAP	2
H.6	EXISTING DRAINS/TILE CONNECTIONS	2
H.7	EROSION AND SEDIMENT CONTROL	3
H.8	PIPE, INSTALLATION, BEDDING & BACKFILL	3

DIVISION HSPECIAL PROVISIONS

Municipal Drain No. 60 - 2018 Town of Minto

Reference No. 1747

Special provisions means special directions containing requirements particular to the work not adequately provided for by the standard or supplemental Specifications. Special provisions shall take precedence and govern any standard or supplemental Specifications.

H.1 GENERAL

The Contractor shall notify the Landowners, the Township Drainage Superintendent (Mike McIsaac) and the Engineer forty-eight (48) hours prior to construction, and arrange a preconstruction meeting.

The Contractor shall verify the location of the new drainage system with the Engineer prior to construction.

The Contractor shall check and verify all dimensions and elevations and report any discrepancies to the Engineer prior to proceeding with the work.

All objects or obstructions within the construction working area such as signs, mailboxes, fences, property ornamentals, etc., that interfere with the installation of the drain shall be removed and reerected in the same location or another location satisfactory to the Landowner. Any damages to such objects by the Contractor shall be repaired, replaced, installed and paid for by the Contractor at the discretion of the Engineer.

The Contractor shall be responsible to arrange all traffic control signals, signs and devices that are required for safe and proper traffic management during the installation of the drainage system. The Contractor shall contact the Town of Minto for specified local procedures, guidelines and timelines. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor shall be responsible for notifying the public of any road closures or detours unless otherwise stated by the Town of Minto.

The Contractor must maintain access to all driveways along the route of the drain as well as maintain access for all emergency vehicles at all times during construction.

The Contractor shall be responsible for all trench settlement.

H.2 UTILITIES

All utilities shall be located and uncovered in the affected areas by the Contractor prior to construction.

The Contractor shall arrange to have a representative of the utility owner on site during construction if it is a requirement by the utility owner.



H.3 WORKING AREA AND ACCESS

The working area for construction purposes shall be a width of twenty-five (25) metres. The working area for maintenance purposes shall be a width of ten (10) metres.

For future maintenance purposes, the landowner on whose property the drainage works is to be repaired shall designate access to and from the working area.

H.4 TOPSOIL

The Contractor shall strip the topsoil for a minimum width of 10 metres along the route of the proposed drain.

In areas of deep cuts or in the event of poor soil conditions the Contractor shall strip topsoil wider than 10 metres to ensure no contamination of topsoil with subsoil.

The Contractor shall strip the topsoil for a maximum depth of 0.3 metres. In the event that topsoil is greater in depth than 0.3 metres the contractor shall make every reasonable effort to not mix the topsoil and subsoil during the backfilling of the trench.

The Contractor shall stockpile the topsoil and later spread it over the backfilled trench.

The Contractor shall use a trim dozer to fine grade the topsoil once it has been placed on the backfilled trench.

Under no circumstances will the Contractor attempt to place frozen topsoil over the backfilled trench.

H.5 RIP-RAP

All stone rip-rap material to be used around catch basins shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. All rip-rap material shall be placed on geo-textile filter material (Mirafi 180N).

Under no circumstances shall the Contractor substitute broken concrete for rip-rap.

H.6 EXISTING DRAINS/TILE CONNECTIONS

The Contractor shall uncover the existing drain in several locations prior to the commencement of construction.

The Contractor shall make all tributary tile drain connections in accordance with the Typical Tile Connection Detail on Drawing No. 1.

The Contractor shall be responsible for all tile connections for a period of one year after the issuance of the completion certificate. The tile connections required to be made within this warranty period shall be made at the same rate as defined on the Form of Tender and Agreement. After construction, the Contractor will be given the option to make any subsequent tile connections



or have the Town of Minto make said connections and have the costs of which deducted from the holdback.

All existing drains cut off during the installation of the new drainage system that will be connected to the new drainage system shall be flagged or marked by the Contractor prior to the connection being made.

H.7 EROSION AND SEDIMENT CONTROL

The Contractor shall supply and place a straw bale flow check dam at the outlet of the proposed drainage system into the open ditch of Municipal Drain No. 2 as per Ontario Provincial Standard Drawing (O.P.S.D.) 219.180.

The Contractor shall routinely inspect the condition of the flow check dam during construction and reset the configuration as required to ensure proper functioning of the dam at all times.

H.8 PIPE, INSTALLATION, BEDDING & BACKFILL

H.8.1 Concrete Field Tile

All concrete tile shall meet or exceed the strength of 2400D Heavy-Duty Extra Quality Concrete Drain Tile.

The Contractor may install the concrete field tile by means of an excavator or a wheel trencher, and shall be paid the quoted Contract price for either method of drain installation.

Concrete field tile installed by means of an approved hydraulic excavator shall be installed using 19mm (3/4") crushed stone bedding and backfill from 150mm below the pipe to the spring line of the pipe, as per the detail on Drawing No. 1 (Typical Working Corridor Detail).

In the event of poor soil conditions the tile shall be installed in accordance with the detail on Drawing No. 1 (Typical Drain Installation on Wrapped Stone Bedding Detail).

The 150mm crushed stone bedding shall be wrapped using an approved geotextile filter material.

Approved native material shall be used as backfill from the spring line to the underside of the topsoil. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement.

The Contractor shall supply and wrap all concrete tile joints with geotextile filter material as part of this contract. The width of the filter material should be 400mm wide.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be Mirafi 140NC for clay or loam soil conditions and Mirafi 160N for sandy or silty soil conditions.

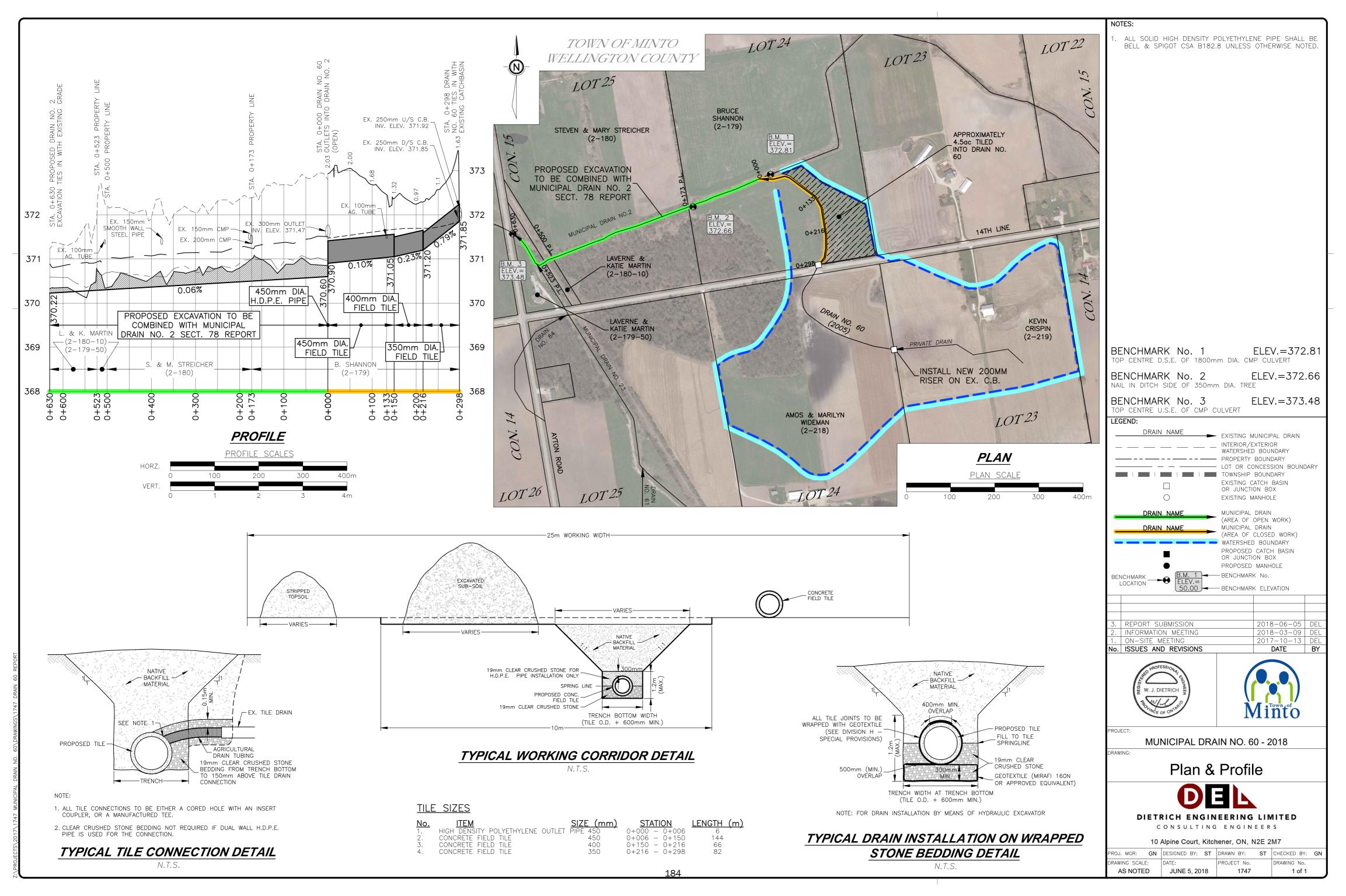


H.8.2 <u>High Density Polyethylene Pipe (H.D.P.E.)</u>

An approved hydraulic excavator shall be used for the installation of all H.D.P.E. pipe.

All H.D.P.E. pipe shall be BOSS 2000 (or equivalent) CSA B182.8/320 KPa.

All H.D.P.E. pipe shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the pipe to the spring line of the pipe. Suitable native material shall be used as backfill from the spring line to the underside of the topsoil.





THE COUNCIL OF THE TOWN OF MINTO PUBLIC MEETING AGENDA ZBA-2018-06 Applicant: Brubacher

TUESDAY August 7th, 2018,

5:00 pm in the Council Chambers

A Public Meeting to consider an amendment to the Town of Minto Zoning By-law No. 01-86 for property located at 5543 Minto-Normanby Townline, Town of Minto.

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

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

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

The property subject to the proposed amendment is located on Part Lot 33 & 34, Concession 17 and Part Lot 34, Concession 18, with a municipal address of 5543 Minto-Normanby Townline, Town of Minto.

The Purpose and Effect of the proposed amendment is to rezone the subject lands from Agricultural Exception (A-96) zone to Agricultural Commercial (AC) zone. The existing zoning currently permits a 301.9 m² (3250 ft²) home industry (corn plater meter repair) attached to an agricultural structure. The applicant is proposing to expand the corn planter business and construct up to 1,393 m² (15,000 ft²) of building on approximately 0.68 ha (1.7 ac).

The Notices were mailed to the property owners within 400 feet or 120 meters of the subject property as well as the applicable agencies July 18th, 2018 and posted on the subject property. The following comments were received:

- a) Town of Minto staff
 - Building Assistant's report attached
- b) Curtis Marshall, Senior Planner, and Jessica Wilton Junior Planner, County of Wellington, report attached
- c) Michael Oberle, Saugeen Valley Conservation Authority report, attached

Public Meeting Agenda To Consider an Amondmore

To Consider an Amendment

to the Town of Minto Zoning By-law No. 01-86 for property located on Part Lot 33 & 34, Concession 17 and Part Lot 34, Concession 18, with a municipal address of 5543 Minto-Normanby Townline, Town of Minto.

Page 2

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



Town of Minto

DATE: August 2, 2018

TO: Mayor Bridge and Members of Council FROM: Michelle Brown, Building Assistant RE: ZBA 2018-06- Leon Brubacher

Part Lot 34, Concession 18 and Part Lots 33, and 34,

Concession 17, 5543 Minto-Normanby Townline, Town of Minto

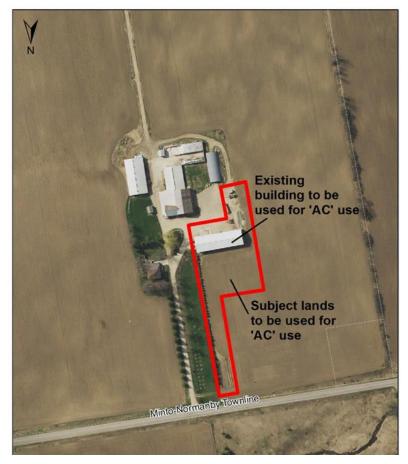
STRATEGIC PLAN

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

BACKGROUND

The proposed zoning amendment is to permit and expanded the existing corn planter repair business. The location of the subject property is described as Part Lot 34, Concession 18 and Part Lots 33, and 34, Concession 17, with the municipal addresses of 5543 Minto-Normanby Townline. The property is 55.1 ha (136.1 ac) in size.

The subject property is zoned Agricultural Exception (A-96) and Natural Environment. Agricultural Exception (A-96) permits a "corn planter meter repair business" as an additional permitted use on the property. Council may recall that a zoning by-law amendment was approved in 2012 which allowed a 301.9 m² (3250 ft²) portion of the larger driveshed to be used for the home industry. The applicant is proposing to expand the corn business planter and



construct/utilize up to $1,393 \text{ m}^2$ ($15,000 \text{ ft}^2$) of building floor area on approximately 0.68 ha (1.7 ac) of land to be amended to Agricultural Commercial (AC) zone.

Since the previous amendment was approved in 2012 the applicant continues to operate the business successfully and requires an expansion in addition to the permitted 3250 sq.ft. floor area.

The applicant has requested a maximum size of $1,393 \text{ m}^2$ ($15,000 \text{ ft}^2$) to allow him to expand into the attached agricultural shed, or to allow for an additional onto the existing shop.

COMMENT

Town Staff reviewed the application and are in support of the proposed zoning amendment. Any potential deficiencies will be addressed during the building permit application process. No additional concerns were noted.

RECOMMENDATION

THAT Council receives the Building Assistants report on the proposed rezoning application ZBA 2018-06 Leon Brubacher Part Lot 34, Concession 18 and Part Lots 33, and 34, Concession 17, with the municipal addresses of 5543 Minto-Normanby Townline, Town of Minto for information and considers passing a by-law in open session.

ATTACHMENTS

County of Wellington Planner Report, Curtis Marshall and Jessica Wilton Saugeen Valley Conservation Authority, Michael Oberle

Michelle Brown, Building Assistant



PLANNING REPORT for the TOWN OF MINTO

Prepared by the County of Wellington Planning and Development Department

DATE: August 1, 2018 **TO:** Bill White, C.A.O.

Town of Minto

FROM: Jessica Wilton, Junior Planner

Curtis Marshall, Senior Planner

County of Wellington

SUBJECT: Leon Brubacher

5543 Minto Normanby Townline

Zoning By-law Amendment

PLANNING OPINION

The purpose of the proposed amendment is to rezone the subject lands from Agricultural Exception (A-96) zone to Agricultural Commercial (AC) zone to permit an expanded corn planter repair business. The existing zoning currently permits a 301.9 m^2 (3250 ft^2) home industry (corn planter meter repair) on the property. The applicant is proposing to expand the corn planter business and construct/utilize up to $1,393 \text{ m}^2$ ($15,000 \text{ ft}^2$) of building floor area on approximately 0.68 ha (1.7 ac) of land.

In order to complete an evaluation of the appropriateness of the application and conformity with the PPS and the County Plan related to the size and scale of the proposed use, Planning Staff will need additional information from the applicant outlined in this report.

Planning Staff will prepare a final planning recommendation and a draft zoning by-law amendment for Council's consideration once additional information is received and these matters have been addressed.

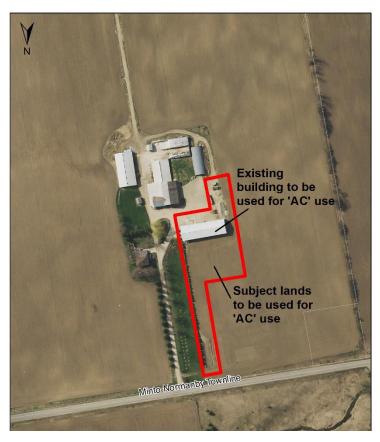
INTRODUCTION

The subject property is located on Part Lot 33 & 34, Concession 17 and Part Lot 34, Concession 18, with a municipal address of 5543 Minto-Normanby Townline. The property is approximately 55.44 ha (137 ac) in size and is occupied by a farming operation and a home industry (corn planter meter repair).

PROPOSAL

The purpose of the proposed amendment is to rezone the property to permit an expansion to the existing corn planter meter repair business on the property. The existing zoning currently permits a 301.9 m^2 (3250 ft^2) home industry within the 724.5 m^2 ($7,800 \text{ ft}^2$) drive shed on the property. The applicant is proposing in the future to expand and construct/utilize up to $1,393 \text{ m}^2$ ($15,000 \text{ ft}^2$) of building floor area on approximately 0.68 ha (1.7 ac) of property. The applicant has indicated that the plan is to utilize all of the existing driveshed (now only partially being used

for the home industry) for the expanded business. The application indicates that additional building(s) may be constructed in the future to a maximum total floor area of 1,393 m^2 (15,000 ft^2). The applicant has not provided further details on the timing, location, and need for the approval of the additional floor space or land area.



An air photo showing the existing drive shed which would be entirely used for the corn planter business is shown in Figure 1 below. A proposed 0.68 ha (1.7 ac) building envelope is shown on the map for the proposed area to be used for Agricultural Commercial use.

Figure 1: Air Photo

PROVINCIAL POLICY STATEMENT

The subject property is located within the prime agricultural area. Under the PPS permitted uses within *prime agricultural areas* include: *agricultural uses*, *agricultural related uses*, and *on-farm diversified uses*. Proposed *agricultural-related uses* shall be compatible with, and shall not hinder surrounding agricultural operations.

An agricultural-related use is defined as follows: "means those farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity". These uses may be of larger scale and stand alone (not required to be located on a commercial farm) which differs from a home industry which is intended to be small scale and must be located on farm operation.

190

COUNTY OFFICIAL PLAN

The subject property is designated Prime Agricultural, Core Greenlands and Greenlands. Environmental features identified on the property include hazard lands and significant woodlands area. The existing buildings and proposed new buildings are well removed from the environmental areas.

Under section 6.4.3 of the Plan, agricultural related uses are permitted within the Prime Agricultural Area. Section 6.4.5 further outlines that "small scale agricultural related businesses as required to serve agriculture and directly related to farm operations may be allowed in appropriate locations and subject to zoning provisions, where they are needed in close proximity to farms".

ZONING BY-LAW

The subject property is zoned Agricultural Exception (A-96) and Natural Environment. Agricultural Exception (A-96) permits a "corn planter meter repair business" as an additional permitted use on the property. A zoning by-law amendment was approved in 2012 which allowed a 301.9 m² (3250 ft²) portion of the larger driveshed to be used for the home industry.

PLANNING DISCUSSION

Further Information Required from the Applicant

In order to fully review the proposed amendment application against the PPS and the County Plan to determine if the expansion of the existing business is appropriate as an agriculturally related use (Agricultural Commercial), is compatible, and is of an appropriate scale and size, additional information is required from the applicant.

Planning Staff are requesting that the following information be provided by the applicant to the County and the Town:

- 1. An explanation of the nature of the existing corn planter repair business and how the business may be expanded/changed. Are additional uses being proposed?
- 2. Confirm how the business serves agriculture.
- 3. How will the additional floor area and land area be utilized?
- 4. The expected number of employees.
- 5. Timing for the expansion.
- 6. A more detailed site plan showing the proposed use of the property and possible location of the new building(s).
- 7. Information on traffic to and from the property. How are goods shipped and received?
- 8. Are there any potential impacts to adjacent properties?
- 9. Any additional information that the applicant feels is relevant to assist in the review of the application.

191

Once this information has been received and reviewed, Planning Staff will prepare a follow up recommendation report to Council.

192

Respectfully submitted
County of Wellington Planning and Development Department

Jessica Wilton, Junior Planner

Curtis Marshall, MCIP, RPP Senior Planner



1078 Bruce Road 12, P.O. Box 150, Formosa ON Canada NOG 1W0 Tel 519-367-3040, Fax 519-367-3041, publicinfo@svca.on.ca, www.svca.on.ca

SENT ELECTRONICALLY ONLY (bwhite@town.minto.on.ca)

July 30, 2018

Town of Minto 5941 Highway 89 RR # 1 Harriston, Ontario NOG 1Z0

ATTENTION: Bill White, CAO/Clerk

Dear Mr. White,

RE: Proposed Zoning By-law Amendment

5543 Minto-Normanby Townline

Part Lot 33 & 34, Concession 17, and Part Lot 34, Concession 18

Roll No.: 234100000211100 Geographic Township of Minto

Town of Minto_____ (Leon Brubacher)

Saugeen Valley Conservation Authority (SVCA) staff has reviewed the proposed zoning by-law amendment in accordance with the SVCA's mandate and the SVCA Environmental Planning and Regulations Policies Manual, Approved May 16, 2017. The purpose and effect of the application is to permit the expansion of a home industry to a size larger than what is permitted in the by-law. The proposed zoning by-law amendment is acceptable to SVCA staff and we offer the following comments.

Natural Hazard

Portions of the property are designated Core Greenlands and Greenlands in the County of Wellington Official Plan, Schedule A5 Minto and are zoned Natural Environment (NE) in the Town of Minto Zoning By-law 01-86, Schedule 'A' Map 1. The Greenlands designation and NE zone generally match the hazardous lands as originally plotted by SVCA staff. In general, no new buildings or structures are permitted within the Core Greenlands or Greenlands designation or the NE zone. In the opinion of SVCA staff, the area proposed to be rezoned to expand the home industry will not be located in the Core Greenlands or Greenlands designation or in the NE zone.

Natural Heritage

The significant natural heritage features and areas affecting the property include significant woodlands, fish habitat, potentially significant wildlife habitat, and potentially the significant habitat of endangered species and threatened species.



Town of Minto Proposed Zoning By-law Amendment (Leon Brubacher) July 30, 2018 Page 2 of 3

Significant Woodlands

Significant woodlands are included in the Core Greenlands and Greenlands designation and are shown on Schedule A5 Minto of the Wellington County OP. According to the plans submitted as part of the application, the area proposed to be rezoned to expand the home industry will not be located within the significant woodlands or their adjacent lands, therefore, in the opinion of SVCA staff, the preparation of an EIS to address significant woodlands is not warranted for this proposal at this time.

Fish Habitat

An unnamed tributary of Meux Creek flows through the southeast portion of the property. Furthermore, a closed portion of Municipal Drain 114 appears to be located in the central and southern portions of the property. These watercourses are considered fish habitat by SVCA staff. Section 2.1.8 of the Provincial Policy Statement (PPS 2014) indicates that, among other things, development and site alteration shall not be permitted on the adjacent lands of fish habitat unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on fish habitat or on their ecological functions. According to the plans submitted as part of the application, the area proposed to be rezoned to expand the home industry will not be located within the adjacent lands to fish habitat, therefore, in the opinion of SVCA staff, the preparation of an EIS to address the adjacent lands to fish habitat is not warranted for this proposal at this time.

Significant Wildlife Habitat

It has come to the attention of SVCA staff that significant wildlife habitat may be located on or adjacent to the property. Section 5.5.1 of the Wellington County OP states, in part, that development and site alteration shall not be permitted within significant wildlife habitat, unless it has been demonstrated that there will be no negative impacts to the habitat or its ecological functions. However, in the opinion of SVCA staff, an EIS is not warranted at this time, as SVCA staff does not anticipate any negative impacts to significant wildlife habitat resulting from this proposal.

Significant Habitat of Endangered Species and Threatened Species

It has come to the attention of SVCA staff that habitat of endangered species and threatened species may be located on or adjacent to the property. Section 2.1.7 of the PPS 2014 indicates that development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements. It is the responsibility of the applicant to ensure the endangered species and threatened species policy referred to in the PPS has been appropriately addressed. Please contact the Ministry of Natural Resources and Forestry (MNRF) for information on how to address this policy.

SVCA Regulation

Portions of the property are within the Approximate Screening Area associated with the SVCA's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 169/06, as amended). This Regulation is in accordance with Section 28 of the *Conservation Authorities Act*, R.S.O, Chap. C. 27, and requires that a person obtain the written permission of the SVCA prior to any "development" in a Regulated Area or alteration to a wetland or watercourse.

Town of Minto Proposed Zoning By-law Amendment (Leon Brubacher) July 30, 2018 Page 3 of 3

"Development" and Alteration

Subsection 28(25) of the Conservation Authorities Act defines "development" as:

- a) the construction, reconstruction, erection or placing of a building or structure of any kind,
- b) any change to a building or structure that would have the effect of altering the use or potential use of the building or structure, increasing the size of the building or structure increasing the number of dwelling units in the building or structure,
- c) site grading, or
- d) the temporary or permanent placing, dumping or removal of any material, originating on the site or elsewhere.

According to Section 5 of Ontario Regulation 169/06, as amended, alteration generally includes the straightening, diverting or interfering in any way the existing channel of a river, creek, stream or watercourse, or the changing or interfering in any way with a wetland.

To determine the Approximate Screening Area, associated with the SVCA's Regulation on the property, please refer to the SVCA's online mapping program, available via the SVCA's website at http://eprweb.svca.on.ca. Should you require assistance, please contact our office directly.

Permission for Development or Alteration

If development or alteration including construction, reconstruction, conversion, grading, filling or excavation, including agricultural tile drainage, is proposed within the Approximate Screening Area on the property, the SVCA should be contacted, as permission from the SVCA may be required. However, based on the plans submitted as part of the application, the area to be rezoned will not be within the Approximate Screening Area and permission from the SVCA will not be required for development within the area to be rezoned.

Conclusion

All of the plan review functions have been assessed with respect to this proposal. The proposed zoning by-law amendment is acceptable to SVCA staff. The SVCA would appreciate receiving notice of the decision to the above referenced planning application.

We trust you find this information helpful. Should questions arise, please do not hesitate to contact this office.

Sincerely,

Michael Oberle

Environmental Planning Technician

Saugeen Conservation

Michael Obele

MO/

cc: Michelle Brown, Building Assistant, Town of Minto (via email)

Steve McCabe, Authority Member, SVCA (via email)



THE COUNCIL OF THE TOWN OF MINTO PUBLIC MEETING AGENDA ZBA-2018-06 Applicant: Wassink TUESDAY August 7th, 2018,

5:00 pm in the Council Chambers

A Public Meeting to consider an amendment to the Town of Minto Zoning By-law No. 01-86 for property located at 5411 7th Line, Town of Minto.

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

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

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

The property subject to the proposed amendment is located on Part Lot 37, Concession 6, with a municipal address of 5411 7th Line, Town of Minto.

The Purpose and Effect of the proposed amendment is to rezone the retained agricultural portion of the property to prohibit future residential development. The applicants have also requested to rezone the severed rural residential portion of the property to permit a reduced lot frontage, an increased ground floor area and increased height for an existing barn/accessory building and prohibit commercial or agricultural uses in the existing barn/accessory structure.

This rezoning is a condition of severance application B32/18, which has been granted provisional consent by the Wellington County Land Division Committee. The consent will sever a 1.2 ha (3.0 ac) parcel with an existing residence, shed and barn. A vacant 39.3 ha (97 ac) agricultural parcel would be retained.

The Notices were mailed to the property owners within 400 feet or 120 meters of the subject property as well as the applicable agencies July 17th, 2018 and posted on the subject property. The following comments were received:

Public Meeting Agenda

To Consider an Amendment

to the Town of Minto Zoning By-law No. 01-86 for property located on Part Lot 37, Concession 6, with a municipal address of 5411 7th Line, Town of Minto.

Page 2

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



Town of Minto

DATE: August 2, 2018

TO: Mayor Bridge and Members of Council FROM: Michelle Brown, Building Assistant

RE: ZBA 2018-07- Mark Wassink

Part Lot 37 Concession 6, 5411 7th Line, Town of Minto

STRATEGIC PLAN

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

BACKGROUND

The intent of this application is to address conditions on a related severance application. Council may recall that the applicant is proposing a surplus farm dwelling severance through application B32/18, to separate the dwelling unit and former dairy barn from the cultivated portion of the property. This application has been granted provisional consent by Wellington County Land Division Committee. The Town of Minto's Council supported the severance application.

The zoning relief that is required to be obtained is to prohibit residential development on the retained agricultural portion of the lot. This is a requirement of the Official Plan for surplus farm dwelling severances. For the severed residential lot, relief is required for insufficient lot frontage (30.5m (100.0 ft) required, whereas 8.0m (26.24 ft.) is proposed) and an increased size of accessory structures (984.77m2 (10,600 sq. ft) is proposed, whereas 134.71 m2 (1450.0 sq. ft.) is permitted) to allow for the former dairy barn to remain as an accessory structure. Staff recommends that the wording of the by-law allows for the increase in accessory building size until the barn is removed, at



which point the normal maximum size of 134.71m2 (1450.0 sq. ft.) would be permitted.

Staff is also recommending the decommissioning of the liquid manure tank and a change of use By-law to allow the barn to remain on the severed parcel as a residential accessory use building not permitted for commercial or agricultural uses.

COMMENT

Town reviewed the application and no additional concerns were noted since the rezoning is a condition of the severance. All previous comments, conditions and recommendations apply.

RECOMMENDATION

THAT Council receives the Building Assistants report on the proposed rezoning application ZBA 2018-07- Mark Wassink for, Part Lot 37 Concession 6, 5411 7th Line, Town of Minto for information and considers passing a by-law in open session.

ATTACHMENTS

Planners Comments, Curtis Marshall, Senior Planner, & Jessica Wilton, Junior Planner County of Wellington

Michelle Brown, Building Assistant



PLANNING REPORT for the TOWN OF MINTO

Prepared by the County of Wellington Planning and Development Department

DATE: August 1, 2018 **TO:** Bill White, C.A.O.

Town of Minto

FROM: Jessica Wilton, Junior Planner and

Curtis Marshall, Senior Planner

County of Wellington

SUBJECT: Mark Wassink

Part Lot 37, Concession 6 (Minto), 5411 7th Line

Zoning By-law Amendment

PLANNING OPINION

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject lands. The applicants have also requested to rezone the severed rural residential portion of the property to permit a reduced lot frontage, and to recognize the existing bank barn as an accessory building which would no longer be used for livestock.

This rezoning is a condition of severance application B32/18, which has been granted provisional consent by the Wellington County Land Division Committee. The consent will sever a 1.2 ha (3.0 ac) parcel with the existing residence and barn. A vacant 39.3 ha (97 ac) agricultural parcel would be retained.

Planning Staff have no concerns with the prohibition of future residential construction on the proposed retained parcel, and the reduced lot frontage for the severed parcel as these provisions fulfill conditions of the Consent approval (surplus farm dwelling severance).

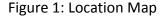
Planning Staff note that the existing bank barn is much larger than normally permitted for an accessory building on a lot of this size. Planning Staff recommend that should Council have no concerns with allowing the bank barn to be recognized as an accessory building, provisions should be imposed to limit the use of the building. Planning Staff have included as part of draft zoning by-law amendment for Council's consideration provisions to prohibit the use of the bank barn for livestock and/or commercial/business uses, to prohibit additional accessory buildings from being constructed on the property, and a limitation that the recognition of the large ground floor area only applies to the existing barn. If the bank barn is ever removed by the owner, the permission for the increased ground floor area would be lost.

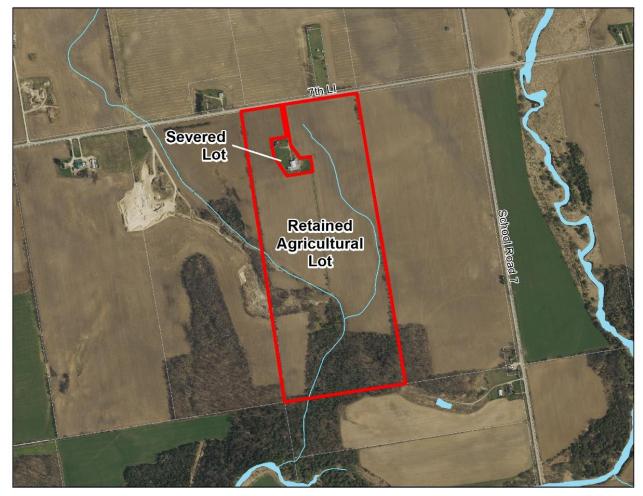
INTRODUCTION

The property subject to the proposed amendment is located on Part Lot 37, Concession 6 (Minto), with a municipal address of 5411 7th Line. The proposed vacant retained agricultural parcel is 39.3 ha (97 ac). The proposed severed parcel is 1.2 ha (3.0 acres) in size and contains an existing single detached dwelling and barn.

PROPOSAL

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject lands to fulfill a condition of the surplus farm dwelling severance application (B32/18). The applicants have also requested to rezone the severed rural residential portion of the property to permit a reduced lot frontage, and to recognize the existing bank barn as an accessory building which would no longer be used for livestock. Location map showing the property is provided below.





201

Figure 2: Proposed Severed Parcel



PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a PRIME AGRICULTURAL area. Section 2.3.4.1(c) of the PPS provides consideration for the severance of a surplus residence, provided that new residential dwellings are prohibited on the remnant parcel of farmland. The applicant has indicated through their consent application that the intent of the severance is to remain agricultural.

WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURAL, CORE GREENLANDS AND GREENLANDS. The Prime Agricultural designation permits existing uses, agricultural uses and a single detached dwelling.

Section 10.3.4 of the Plan implements the PPS and requires that the remnant agricultural parcel be rezoned to prohibit dwellings.

202

ZONING BY-LAW

The proposed retained parcel is zoned Agricultural (A), Natural Environment (NE) and Extractive Industrial (EI). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses.

PLANNING DISCUSSION

Prohibition of a Residential Dwelling

The draft zoning by-law amendment attached to this report introduces a site specific exception on the proposed retained parcel which prohibits the construction of a future residential dwelling. This provision ensures that the proposed severance is consistent with Provincial Policy and the County Official Plan policies which allow for surplus farm dwelling severances.

Reduced Lot Frontage

The draft zoning by-law amendment attached to this report introduces a site specific exception on the proposed severed residential parcel. The site specific exception recognizes a reduced lot frontage for the proposed lot of m (26.24 ft) whereas the required lot frontage is 30.5 m (100 ft). The purpose for a minimum lot frontage is to ensure safe access to the property is available. The driveway is existing and currently being used to access the property. Planning Staff are satisfied that the reduced frontage is sufficient in this case and the reduced width serves to limit impacts and fragmentation to the existing agricultural crop fields.

Existing Bank Barn

The proposed severed parcel has an existing barn on the subject lands that is 985 m^2 (10,600 ft²) in ground floor area. The applicant wishes to retain the existing bank barn on the property and has requested that the barn be recognized through the zoning amendment as an accessory building to the rural residential use. The applicant has indicated that they do not wish to use the building for livestock.

The proposed new lot area is approximately 1.2 ha (3 ac) and under the zoning by-law a maximum floor area of 176.5 m^2 (1900 ft^2) for all accessory buildings is permitted based on the size of the proposed lot. The zoning by-law regulates the maximum floor area based on the size of the lot to ensure that the building remains incidental, subordinate, and exclusively devoted to the main use, building, or structure located on the same lot.

Planning Staff note that the existing bank barn is much larger than normally permitted for an accessory building on a lot of this size. Planning Staff recommend that should Council have no concerns with allowing the bank barn to be recognized as an accessory building, provisions should be imposed to limit the use of the building. The site specific exception proposed in the draft zoning by-law includes provisions to prohibit the use of the bank barn for livestock and/or commercial/business uses, and prohibit additional accessory buildings from being constructed on the property. The exception also limits that the recognized large ground floor area only applies to the existing barn, and if the bank barn is ever removed by the owner, the permission for the increased ground floor area is lost.

Draft Zoning By-law

A draft zoning by-law amendment has been attached to this report for public viewing and Council's consideration which introduces two site specific exception for the subject lands.

204

Respectfully submitted

County of Wellington Planning and Development Department

Jessica Wilton, Junior Planner

Curtis Marshall, MCIP, RPP

Senior Planner

TOWN OF MINTO 2017 FINANCIAL STATEMENT PRESENTATION

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

Outline

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

Statement of Financial Position

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

Statement of Operations and Accumulated Surplus

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

Statement of Changes in Net Financial Assets

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

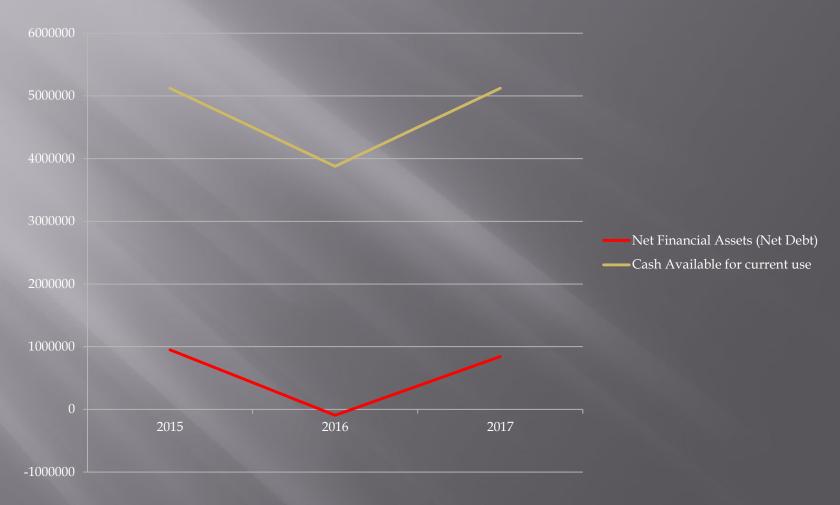
Statement of Cash Flow

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

Accumulated Surplus Note

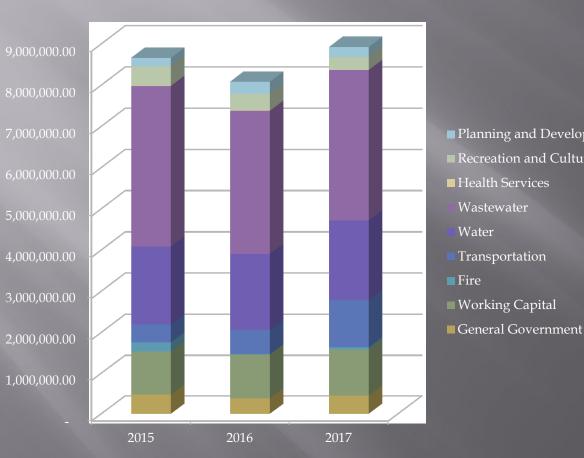
- Refer to Financial Statements page 26 note 19
- Provides a breakdown of the accumulated surplus balance found on the Statement of Financial Position and Statement of Operations and Accumulated Surplus
- Includes details of
 - Reserves and Reserve Funds
 - General Surplus (Accumulated Operating Surplus/Deficits)
 - Long Term Debt

Cash and Net Financial Assets



Cash and Net Financial Assets lower due to increased TCA acquisitions and higher debt 212

Reserves and Discretionary Reserves





Overall Reserves have increased to finance future capital investments

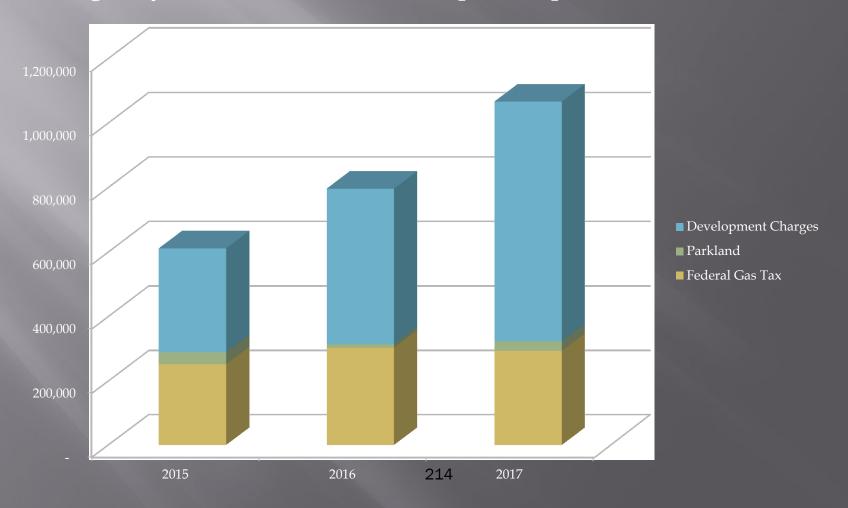
Fire Reserves will be replenished as truck purchases will be reduced in the next few years

Water and Wastewater Lifecycle reserves have increased slightly to be used to finance infrastructure projects

Transportation reserves are higher primarily due to receipt of Connecting Link funds for 2018 work.

Obligatory Reserve Funds

Obligatory reserves used to fund capital acquisitions



General Surplus

General Surplus

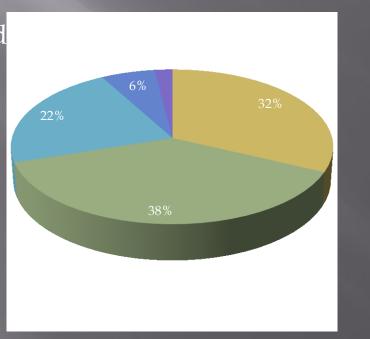


Annual Surplus for last three years

Revenue

- Sources of revenue
- User Fees are primarily for water, wastewater and recreation facilities and programs

Grants include OMPF and capital grants

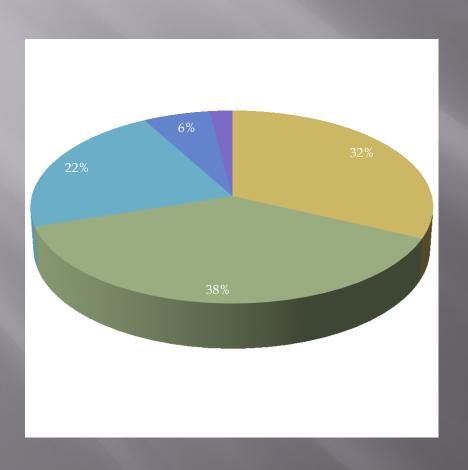


2017

- Taxation
- Fees and user Charges
- Grants
- Other Income
- Obligatory reserve funds

Expenses

2017



- Taxation
 Fees and user Charges
 Grants
 Other Income
 Obligatory reserve funds
- The largest portion of costs continue to be for hard services such as roads, water and wastewater.
 - The majority of recreation expenses are for facility operations.
 - Fire services account for most of the protective costs and the activity of level fluctuates from one year to another

Conclusions

- This was a busy active year for both operations and capital as our population continues to grow. The Clifford Connect Link project will dominate capital spending for the 2017-18 period. Minto continues to pursue Provincial and Federal grants where available.
- Funding of water and wastewater operations are close to full cost recovery.
- Continued progress on the updated Asset
 Management Plan assists Minto to prioritize capital projects and best better decisions.



TOWN OF MINTO

DATE: July 27, 2018

REPORT TO: Mayor and Council

FROM: Gordon Duff, Treasurer

SUBJECT: 2017 Audited Financial Statements

STRATEGIC PLAN:

Fiscal responsibility - Establish sustainable financing mechanisms and sources and act in a fiscally responsible manner.

BACKGROUND:

The 2017 Financial Statements and Financial Information Return (FIR) have been prepared in accordance with Canadian Generally Accepted Accounting Principles as set by the Canadian Institute of Chartered Accountants (CICA) Public Sector Accounting Standards Board (PSAB). These statements have been audited by Ward & Uptigrove, Chartered Professional Accountants.

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

COMMENTS:

The financial highlights are included in the accompanying Powerpoint presentation. Since the annual the budget and financial records are primarily prepared on a cash-basis, the annual surplus contained in the records of the municipality differ greatly from that calculated using the accounting concepts prescribed by PSAB. Under the old fund-accounting format, the Town of Minto had a nil surplus. In order to complete the budget in a timely manner, any surplus or deficit in excess of this planned surplus was balanced by transfers to or from reserves. This will continue for the foreseeable future. Once again, the Town had a very active year with an ambitious capital infrastructure program. Increased services in the form of enhanced trails and parks and extension of water and wastewater connections contributed to a busy time for all staff.

The conversion to full-accrual accounting and the adjustments necessary to record TCAs have resulted in an annual surplus under the PSAB rules of \$2,180,114. The Consolidated Statement of Financial Position shows the municipality's historical cost of TCAs as \$135,480,900 less accumulated amortization of \$62,938,394, plus work-in-process of \$2,287557 for a net book value of \$7,4927,827. In order to address the infrastructure deficit, Council has continued to invest in capital replacements and additions. The annual depreciation on the tangible capital assets is about \$3.3 million. This figure is similar to that

recorded in 2016. The updates to the financial strategies contained in the Asset Management Plan which is currently in draft form will reflect balances as at December 31, 2017. It is hoped that the final revisions will be completed in the next few months. It will contain higher amounts to replace existing infrastructure. Depreciation or maintenance provides guidance to set capital budgeting targets. Council has allocated the following amounts to capital the last five years:

2014	\$4,697,141
2015	\$5,236,729
2016	\$5,590,087
2017	\$5,102,872
2018	\$7,890,000

The Town's capital plan for 2019 to 2023 proposes approximately \$4 million in annual spending on infrastructure. This figure may be adjusted in consideration of the updated Asset Management Plan and available resources and funding from other levels of government.

The Consolidated Statement of Operations includes the activity of the former operating, capital and reserve funds. All operating and capital revenues and expenses are shown on this statement. The Net Financial Assets (or Net Debt if in a deficit) is the amount of cash available if all cashable assets were liquidated and all liabilities paid off. The Town of Minto's Net Assets at December 31, 2017 was \$893,504. The Accumulated Surplus of \$75,821,332 does not represent available liquid funds. The bulk of this figure is comprised of assets which are capital investments used to deliver municipal services such as roads. buildings, water towers, sanitary sewer pipes and fire trucks. The replacement value of these assets is much higher than the historical cost, as was reflected in Asset Management Plan (AMP) which was adopted by the Council of the Town of Minto on December 17, 2013. It should be kept in mind that this AMP only included roads, bridges & culverts, stormwater structures, water and wastewater assets. The revised AMP to include all Tangible Capital Assets (TCAs) which have a historical Net Book Value of over \$13 million such as recreation. fire protection, vehicles and other equipment and land holdings are not included in the AMP. The recently passed Ontario Regulation 588/17 and proposed amendments to the Federal Gas Tax Agreement, will require these assets must be integrated with the Town's AMP as well as prescribe certain policies and community consultations. Staff is working with the County of wellington and other lower tier municipalities to develop a common approach to the meeting the requirements of the new regulations.

The Consolidated Statement of Cash Flows shows how the Town financed its activities and met its cash requirements. It is divided into four sections: operating activities, capital activities, investing activities and financing activities. During the year, cash increased by \$1,244,161 from a balance of \$3,877,773 on December 31, 2016 to \$5,121,934 on December 31, 2017. During the year, as taxes are collected and large

County and school board remittances are made, as well as paying for capital expenditures, this cash balance greatly fluctuates

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

The format of the 2017 FIR is basically unchanged from that of 2016. Section 3260 of the PSAB manual came into effect earlier and requires an estimate of the cost of remediation of contaminated sites. A review of possible municipally-owned sites which could fall under this section produced no sites which met all the criteria outlined in this section. Therefore, no amount has been set aside for this purpose in these financial statements. In general the numbers contained in the FIR tie in very closely to those reflected in the financial statements, but with much more detailed breakdowns.

The auditor has not identified any accounting or reporting issues in the audit that require changes to current practices. Budgeted figures which more closely follow PSAB regulations are shown in the Consolidated Statements of Operations and Accumulated Surplus and Change in Net Financial Assets for 2017.

FINANCIAL CONSIDERATIONS:

There is no financial impact directly associated with this report, although there are financial penalties levied if these documents are not filed when required. The information contained here should be part of 2019 budget deliberations, along with the useful qualitative and quantitative information contained in the updated Asset Management Plan.

RECOMMENDATION:

THAT this Report dated July 27, 2018 regarding the 2017 Financial Statements and Financial Information Return be received:

AND FURTHER THAT the 2017 audited Financial Statements and Financial Information Return be approved as presented.

Gordon Duff		
Treasurer		

THE CORPORATION OF THE TOWN OF MINTO

December 31, 2017

Contents

	<u>Page</u>
Independent Auditor's Report	1
Consolidated Financial Statements	
Consolidated Statement of Financial Position	2
Consolidated Statement of Operations and Accumulated Surplus	3
Consolidated Statement of Change in Net Financial Assets	4
Consolidated Statement of Cash Flows	5
Notes to the Consolidated Financial Statements	6-26
Schedules	
Schedule of Supplementary Segmented Disclosure	27 - 28
Schedule of Tangible Capital Assets	29 - 30
Trust Funds	
Independent Auditor's Report	31
Trust Funds - Statement of Continuity	32
- Statement of Financial Position	33
- Notes to the Financial Statements	34
 Schedule of Perpetual Care Fund Assets 	35



CLARITY, DIRECTION, RESULTS.

P.O. Box 127, 145 Main Street East Listowel, ON N4W 3H2 Tel: 519.291.3040 Fax: 519.291.1850 Email: results@well on ca

Email: results@w-u.on.ca www.wardanduptigrove.com

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of the Corporation of the Town of Minto, which comprise the consolidated statement of financial position as at December 31, 2017 and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

Opinion

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Town of Minto as at December 31, 2017 and the results of its operations, changes in net financial assets, and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Other Matter

The financial statements of the Corporation of The Town of Minto for the year-ended December 31, 2016 were audited by another auditor who expressed an unmodified opinion on those statements on June 7, 2017.

Listowel, Ontario,

July 24, 2018

Ward & Uptigrove

Ward & Uptigrove
CHARTERED PROFESSIONAL ACCOUNTANTS
Licensed Public Accountants

THE CORPORATION OF THE TOWN OF MINTO CONSOLIDATED STATEMENT OF FINANCIAL POSITION AS AT DECEMBER 31, 2017

(with comparative figures for 2016)

		Page 2
	<u>2017</u>	<u> 2016</u>
FINANCIAL ASSETS		
Cash (Note 1(b)(vii) and 1(d))	\$ 5,121,934	\$ 3,877,773
Receivables		
Canada	342,048	710,853
Provincial grants	323,974	142,959
Taxes receivable	1,116,434	1,029,995
Accounts receivable	885,243	1,293,640
Investments (Note 7)	4,553,639	4,498,833
Other financial assets		
- NWHC Long term receivable (Notes 5 & 14)	1,450,000	1,500,000
- Inventories for resale	25,895	17,275
TOTAL FINANCIAL ASSETS	\$13,819,167	\$13,071,328
FINANCIAL LIABILITIES		
Accounts payable and accrued charges	\$ 2,710,544	\$ 2,149,569
Deferred revenue (Note 1(b)(iv))	1,065,675	795,421
Post employment benefits (Note 20)	60,000	80,000
Long term liabilities (Note 5 & 17)	9,089,444	10,140,106
TOTAL FINANCIAL LIABILITIES	12,925,663	13,165,096
NET FINANCIAL ASSETS	893,504	(93,768)
NON FINANCIAL ASSETS		
Tangible Capital Assets (Note 1(c)(i))	74,830,063	72 200 072
Inventories of Supplies	74,830,063 19,482	73,290,072
Prepaid expenses	78,283	-
rrepaid expenses	76,263	64,914_
TOTAL NON FINANCIAL ASSETS	74,927,828	73,354,986
ACCUMULATED SURPLUS (Note 19)	\$75,821,332	\$73,261,218

THE CORPORATION OF THE TOWN OF MINTO CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS FOR THE YEAR ENDED DECEMBER 31, 2017

(with comparative figures for 2016)

Page	3

	D. d 2047		rage 3
	<u>Budget 2017</u> (Note 9)	Actual 2017	Actual 2016
REVENUES			
Taxation	Ć4 743 E7E	64.072.646	4
User fees	\$4,712,575	\$4,873,616	\$4,832,795
Government transfers	3,711,596	5,889,108	5,386,982
Province of Ontario	2 740 420	2 222 470	0.000.000
Government of Canada	3,740,438	3,333,178	2,939,383
Municipal	463,000		122,491
Investment income	111,177	101,289	152,410
Penalties and interest on taxes	33,000 160,000	175,367	122,196
Deferred revenue earned	•	140,905	144,137
Gain (loss) on disposal of tangible capital assets	211,000	299,000	259,000
Contributions from developers	55,000	319,369	(9,886)
Other charges	174 400	307.000	30,000
Other charges	174,400	207,800	194,888
TOTAL REVENUES	13,372,186	15,339,632_	14,174,396
EXPENSES			
General government	1,353,064	300,794	298,072
Protection to persons and property	1,305,171	1,961,357	1,673,872
Transportation services	4,230,429	4,073,950	4,569,615
Environmental services	3,103,482	3,257,613	3,336,426
Health services	162,312	262,458	139,466
Recreation and cultural services	2,339,221	2,652,180	2,541,500
Planning and development	878,507	651,166	632,969
TOTAL EXPENSES	13,372,186	13,159,518	13,191,920
ANNUAL SURPLUS	<u> </u>	2,180,114	982,476
ACCUMULATED SURPLUS at beginning of year	\$ 73,261,218	\$ 73,261,218	\$72,278,742
PSAB Adjustment (Note 22)	*	380,000	Ger.
Annual surplus	- 8	2,180,114	982,476
ACCUMULATED SURPLUS at end of year	\$ 73,261,218	\$ 75,821,332	\$ 73,261,218

THE CORPORATION OF THE TOWN OF MINTO CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS FOR THE YEAR ENDED DECEMBER 31, 2017 (with comparative figures for 2016)

Page 4

	Budget 2017 (Note 9)	<u>Actual 2017</u>	<u>Actual 2016</u>
ANNUAL SURPLUS (DEFICIT) PSAB Adjustment (Note 22)	\$	\$ 2,180,114 380,000 2,560,114	\$ 982,476 - 982,476
(Acquisition) of tangible capital assets Amortization of tangible capital assets Capitalization of construction-in-progress (Gain) loss on disposal of tangible capital assets. Proceeds on disposal of tangible capital assets	(6,081,500) 3,303,914 1,900,073	(5,563,542) 2,959,121 387,484 (319,369) 930,613	(5,725,963) 3,303,914 135,876 9,886 222,257
Use of (additions to) prepaid expense	(877,513) 0	(1,605,693) 32,851	27,622
(DECREASE) IN NET FINANCIAL ASSETS NET FINANCIAL ASSETS at beginning of year	(877,513)	987,272	950,164
NET FINANCIAL ASSETS at end of year	\$ (971,281)	\$ 893,504	\$ (93,768)

THE CORPORATION OF THE TOWN OF MINTO CONSOLIDATED STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2017 (with comparative figures for 2016)

Actual 2017 Actual 2016 CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES Annual surplus \$2,180,114 \$982,476 PSAB Adjustment (Note 22) 380,000 - Amortization of tangible capital assets 2,550,114 982,476 Amortization of tangible capital assets (319,369) 9,886 (Gain) loss on disposal of tangible capital assets (319,369) 9,886 (Gain) loss on disposal of tangible capital assets (319,369) 9,886 Vet changes in non-cash working capital items (86,439) 168,288 Accounts receivable (86,439) 168,288 Accounts receivable (86,439) 168,288 Accounts receivable 383,725 (584,896) Canada grants receivable (181,015) 258,430 Ontario grants receivable (181,015) 258,430 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979	(with comparative lightes for 2020)		Page 5
Annual surplus		Actual 2017	=
Annual surplus	CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
PSAB Adjustment (Note 22) 380,000 2,560,114 982,476	•	\$ 2.1 80.114	\$982,476
Amortization of tangible capital assets (Gain) loss on disposal of tangible capital assets (Gain) loss of (Gain) loss of (Gain) loss of (Gain) loss of (Gain) l	PSAB Adjustment (Note 22)		-
(Gain) loss on disposal of tangible capital assets (319,369) 9,886 2,639,752 3,313,800 5,199,866 4,296,276 Net changes in non-cash working capital items 86,439) 168,288 Accounts receivable (86,439) 168,288 Accounts receivable 368,805 (64,268) Ontario grants receivable (181,015) 258,439 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 4,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) CASH (USED IN) INVESTING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Investments (54,806) <td< td=""><td></td><td></td><td>982,476</td></td<>			982,476
(Gain) loss on disposal of tangible capital assets (319,369) 9,886 2,639,752 3,313,800 5,199,866 4,296,276 Net changes in non-cash working capital items 86,439) 168,288 Accounts receivable (86,439) 168,288 Accounts receivable 368,805 (64,268) Ontario grants receivable (181,015) 258,439 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 4,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) CASH (USED IN) INVESTING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Investments (54,806) <td< td=""><td>Amortization of tangible capital assets</td><td>2 050 121</td><td>2 202 014</td></td<>	Amortization of tangible capital assets	2 050 121	2 202 014
2,639,752 3,313,800 5,199,866 4,296,276			
Net changes in non-cash working capital items Taxes receivable (86,439) 168,288	(****, **** ***************************		
Net changes in non-cash working capital items Taxes receivable (86,439) 168,288 Accounts receivable 383,725 (584,896) Canada grants receivable 368,805 (64,268) Ontario grants receivable (181,015) 25,8430 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 Other current liabilities (20,000) 30,190 CASH (USED IN) CAPITAL ACTIVITIES (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (5,151,386) (5,590,266) CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547			
Taxes receivable (86,439) 168,288 Accounts receivable 383,725 (584,896) Canada grants receivable 368,805 (64,268) Ontario grants receivable (181,015) 258,430 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 1,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (5,151,386) (5,590,266) CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES 930,613 222,257	Net changes in non-cash working capital items	0,200,000	4,230,270
Accounts receivable 383,725 (584,896) Canada grants receivable 368,805 (64,268) Ontario grants receivable (181,015) 258,430 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 1,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (51,513,386) (5,590,266) CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257		(86,439)	168.288
Canada grants receivable 368,805 (64,268) Ontario grants receivable (181,015) 258,430 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 CASH (USED IN) CAPITAL ACTIVITIES 4,763,902 (4,314,869) Capitalization of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (5,151,386) (5,590,266) Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547	Accounts receivable		
Ontario grants receivable (181,015) 258,430 Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 Cher current liabilities (20,000) 30,190 CASH (USED IN) CAPITAL ACTIVITIES (4,763,902) (4,314,869) Capitalization of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (5,151,386) (5,590,266) CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES 930,613 222,257	Canada grants receivable		= = = = = = = = = = = = = = = = = = = =
Prepaid expenses 32,851 27,622 Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 1,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (5,151,386) (5,590,266) CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	Ontario grants receivable		•
Other assets 50,000 (1,500,000) Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 Light (USED IN) CAPITAL ACTIVITIES (4,763,902) (4,314,869) Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (5,151,386) (5,590,266) CASH (USED IN) FINANCING ACTIVITIES (54,806) 4,547 Proceeds on disposal of tangible capital assets 930,613 222,257	Prepaid expenses	32,851	
Accounts payable and accrued liabilities 560,975 (1,046,369) Deferred revenue 270,254 184,979 Inventories for resale (8,620) (3,543) Other current liabilities (20,000) 30,190 1,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	Other assets	50,000	·
Inventories for resale	Accounts payable and accrued liabilities	560,975	
Other current liabilities (20,000) 30,190 1,370,536 (2,529,567) 6,570,402 1,766,709 CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	Deferred revenue	270,254	184,979
1,370,536 (2,529,567)	Inventories for resale	(8,620)	(3,543)
CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	Other current liabilities	(20,000)	30,190
CASH (USED IN) CAPITAL ACTIVITIES Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257		1,370,536	(2,529,567)
Acquisition of tangible capital assets (4,763,902) (4,314,869) Capitalization of construction-in-progress (387,484) (1,275,397) CASH (USED IN) INVESTING ACTIVITIES Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257		6,570,402	1,766,709
Capitalization of construction-in-progress (387,484) (1,275,397) (5,151,386) (5,590,266) CASH (USED IN) INVESTING ACTIVITIES Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	CASH (USED IN) CAPITAL ACTIVITIES		
Capitalization of construction-in-progress (387,484) (1,275,397) (5,151,386) (5,590,266) CASH (USED IN) INVESTING ACTIVITIES Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	Acquisition of tangible capital assets	(4,763,902)	(4.314.869)
CASH (USED IN) INVESTING ACTIVITIES Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	Capitalization of construction-in-progress		·
CASH (USED IN) INVESTING ACTIVITIES Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257			
Investments (54,806) 4,547 CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257			
CASH (USED IN) FINANCING ACTIVITIES Proceeds on disposal of tangible capital assets 930,613 222,257	•	(54.806)	A EA7
Proceeds on disposal of tangible capital assets 930,613 222,257		(34,000)	4,347
	CASH (USED IN) FINANCING ACTIVITIES		
	Proceeds on disposal of tangible capital assets	930,613	222,257
	Long term debt (net)	(1,050,662)	•
(120,049) 2,572,742		(120,049)	
MET INCREASE (DECREASE) IN CASH AND CASH	NET INCREASE (DECREASE) IN CASH AND CASH		
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS for the year 1,244,161 (1,246,268)	· · · · · · · · · · · · · · · · · · ·	1,244.161	(1.246.268)
	•	_,	(_)0)00]
CASH AND CASH EQUIVALENTS, beginning of year 3,877,773 5,124,041	CASH AND CASH EQUIVALENTS, beginning of year	3,877,773	5,124,041
CASH AND CASH EQUIVALENTS, end of year \$5,121,934 \$3,877,773	CASH AND CASH EQUIVALENTS, end of year	\$5,121,934	\$3,877,773

Page 6

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

(a) Basis of Consolidation

(i) Consolidated Entities

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

Minto Cemetery

Minto Waterworks Department

Minto Sewer Department

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

(ii) Accounting for County and School Board Transactions

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

(iii) Trust Funds

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

(b) Basis of Accounting

(i) Sources of Financing

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

(ii) Accrual Basis of Accounting

The accrual basis of accounting recognizes revenues in the year in which they are earned and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay. Taxation revenue is recognized on the accrual basis using approved tax rates and the anticipated assessment related to the current year.

Page 7

(iii) Investments

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

(iv) Deferred Revenue

In accordance with PSAB requirements, obligatory reserve funds are reported as a component of deferred revenue. The Town has obligatory reserve funds in the amount of \$1,065,675 (2016 - \$795,421). These funds have been set aside, as required by legislation. Revenue recognition occurs after the funds have been collected and when the Town has incurred the qualifying expenditures.

Deferred revenue is as follows:

	<u>2017</u>	<u>2016</u>
Development charges	\$ 772,405	\$ 492,507
Federal Gasoline tax	293,270	302,914
	\$ 1,065,675	\$ 795,421

(v) Government Transfers

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

(vi) Use of Estimates

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

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

Actual results could differ from these estimates.

(vii) Cash and Cash Equivalents

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

Page 8

(c) Non-financial Assets

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

(i) Tangible Capital Assets

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

Category	Sub Category	Component	Estimated
Land	Not Applicable	Not Applicable	<u>Useful Life</u> N/A
Buildings	Structure Exterior	Roofing, Windows, Doors, Siding, Etc.	40
	Interior	Flooring, Permanent Furnishings, Etc.	40
	Site Elements	Playground Equipment, Fencing, Sheds, Etc.	40
Infrastructure	Bridge	Structure Deck Surface	50 20
	Culverts		50
	Asphalt/Concrete		
	Road	Surface	20
		Base	50
	Gravel Road	Surface	10
		Base	50
		Traffic Signals	20
		Street Signs	20

Note: Building components will be treated as betterments to the building structure and these betterments will be capitalized upon completion. A review of the remaining years of estimated useful life of the building structure will be reviewed/updated at that time.

Page 9

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

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

(ii) Contribution of Tangible Capital Assets

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

(iii) Works of Art and Cultural and Historic Assets

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

(iv) Leases

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

(v) Inventories and Prepaid Expenses

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

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

Page 10

(d) Cash

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

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

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

	<u> </u>	School Boards	<u>County</u>
Taxation		\$2,313,427	\$5,605,240
Payments in lieu of taxes		-	40,325
		2,313,427	5,645,565
Requisitions		2,313,427	5,645,565
Overlevies (underlevies) for the year	\$		\$ -

3. CONTRIBUTIONS TO UNCONSOLIDATED JOINT BOARDS

The Town was not a member of any joint boards during 2017.

4. TAXATION

Taxation of all tax classes including Residential, Multi-Residential, Managed Forest, Farmland, Commercial, Industrial and Pipelines are included in the revenue section of the Consolidated Statement of Operations and Accumulated Surplus. The calculations of changes in assessment on properties are governed by Provincial Legislation. The related effects on taxation are reflected in these financial statements as adjustments to 2017 property taxes.

Page 11

5. LONG-TERM DEBT

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

Total long-term liabilities incurred by the Municipality including those incurred on behalf of the school boards, other municipalities and municipal enterprises and outstanding at the end of the year amount to

\$7,546,338

In addition to the long term liabilities shown above, the responsibility for payment of principal and interest charges has been assumed by North Wellington Health Care Corporation. At the end of the year, the outstanding principal amount of the liability is

1,450,000

In addition to the long term liabilities shown above, the responsibility for payment of principal and interest charges for tile drainage loans has been assumed by individuals. At the end of the year the outstanding principal amount of this liability is

93,106

LONG TERM LIABILITIES AT THE END OF THE YEAR

\$9,089,444

- (b) Of the net long term liabilities, reported in (a) of this note, \$4,832,602 in principal payments are payable from 2018 to 2022 and \$2,773,342 from 2023 to 2027 and \$1,483,500 onward. All debt charges are recoverable from benefiting landowners and general revenue.
- (c) The long term liabilities in (a) issued in the name of the municipality have received approval of the Ontario Municipal Board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit of \$1,672,474 prescribed by the Ministry of Municipal Affairs.
- (d) The Town is contingently liable for long term liabilities with respect to tile drainage loans, and for those for which the responsibility for the payment of principal and interest has been assumed by other municipalities, school boards and unconsolidated local boards, municipal enterprises and utilities. The total amount outstanding as at December 31, 2017 is \$ 93,106 (2016 - \$ 117,778).
- (e) The Town is contingently liable for long term liabilities with respect to a loan borrowed on behalf of North Wellington Health Care Corporation(NWHC) to assist with the construction of a medical centre. The municipality provided NWHC with a grant to fund this construction. Under the terms of a Grant/Loan Agreement dated November 6, 2015, NWHC is obligated to repay the Grant by paying to Minto one Business Day prior to the due dates for principal and interest payments in respect of the Debentures. The total amount outstanding as at December 31, 2017 is \$1,450,000 (2016 - \$1,500,000).

Page 12

6. TRUST FUNDS

Trust funds administered by the municipality amounting to \$505,570 (2016 - \$ 494,150) have not been included in the Statement of Financial Position nor have their operations been included in the Statements of Operations.

7. INVESTMENTS, at cost	<u>2017</u>	<u>2016</u>
Common shares, Westario Power Holdings Inc.	_\$1,696,046	\$1,696,046
Short-term securities	1,411,322	1,348,025
LAS One Fund Bond Fund	1,379,587	1,388,496
LAS One Fund Money Market	66,684	66,266
	2,857,593	2,802,787
	\$4,553,639	\$4,498,833

The Town owns 9.284% of the outstanding common shares of Westario Power Holdings Inc., a private company incorporated under the laws of the Province of Ontario. The shares have no fixed maturity dates and are generally not exposed to interest rate risk. They are valued at cost. The fair market value of these shares is not practicable to determine in the absence of a liquid trading market for these shares. The market value of the other investments at December 31, 2017 was \$ 2,803,106.

8. PENSION AGREEMENTS

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

The amount contributed to OMERS for 2017 was \$ 499,720 (2016 -\$ 456,888) for current service.

Under the past service provisions of the OMERS agreement, the Town is obligated at December 31, 2017 for an amount of approximately NIL as established for the plan. No provision for past service liability has been made.

9. 2017 BUDGET

The 2017 budget figures on the consolidated statement of operations and accumulated surplus are presented for comparison purposes. These budget figures have been prepared by municipal staff and have been reclassified to conform to the current financial statement presentation. These 2017 budget figures have not been reviewed or audited. The 2017 budget figures were prepared on the cash basis of accounting and have been restated to conform with the accrual basis of accounting which has been used in the preparation of these financial statements.

Page 13

10. DEBENTURES PAYABLE

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

#4	
Town of Minto	\$1,900,000
County of Wellington	3,357,000
Town of Erin	193,000
Township of Mapleton	1,000,000
	\$6,450,000
#5	
Town of Minto	\$2,125,000
County of Wellington	1,600,000
Puslinch	1,000,000
Wellington North	2,000,000
	\$6,725,000
#6	
Town of Minto	\$615,000
County of Wellington	5,319,000
Township c	2,066,000
Wellington North	2,500,000
Training to 11 Mortal	\$10,500,000
#7	
Town of Minto	\$1,840,000
Twp of Mapleton	1,304,000
	\$3,144,000
#8	
Town of Minto	\$1,120,000
County of Wellington	1,200,000
Twp of Guelph-Eramosa	4,047,000
Town of Erin	2,546,200
	\$8,913,200

Page 14

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

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

The effective interest rate of the Debenture is 4.748%

Page 15

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

(î)	\$1,200,000 - 10 year issue	<u>:</u>		
		Interest	SEMI-ANNUA	AL INTEREST	Total Annual
<u>Year</u>	<u>Principal</u>	<u>Rate</u>	<u>Jan. 2</u>	July 2	Payment
2009	\$100,000.00	3.850	\$27,250.50	\$27,250.50	\$154,501.00
2010	103,000.00	4.000	25,325.50	25,325.50	153,651.00
2011	106,000.00	4.250	23,265.50	23,265.50	152,531.00
2012	112,000.00	4.400	21,013.00	21,013.00	154,026.00
2013	116,000.00	4.500	18,549.00	18,549.00	153,098.00
2014	121,000.00	4.600	15,939.00	15,939.00	152,878.00
2015	128,000.00	4.700	13,156.00	13,156.00	154,312.00
2016	133,000.00	4.800	10,148.00	10,148.00	153,296.00
2017	138,000.00	4.900	6,956.00	6,956.00	151,912.00
2018	143,000.00	5.000	3,575.00	3,575.00	150,150.00
Total	\$1,200,000.00		\$165,177.50	\$165,177.50	\$1,530,355.00

The effective interest rate of the debenture is 4.83%.

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

		Interest		SEMI-ANNU	AL INTEREST	Total Annual
<u>Year</u>	<u>Principal</u>	Rate	_	<u>Jan. 2</u>	July 2	<u>Payment</u>
2009	\$33,000.00	3.850		\$22,259.25	\$22,259.25	\$77,518.50
2010	33,000.00	4.000		21,624.00	21,624.00	76,248.00
2011	34,000.00	4.250		20,964.00	20,964.00	75,928.00
2012	35,000.00	4.400		20,241.50	20,241.50	75,483.00
2013	36,000.00	4.500		19,471.50	19,471.50	74,943.00
2014	36,000.00	4.600		18,661.50	18,661.50	73,323.00
2015	38,000.00	4.700		17,833.50	17,833.50	73,667.00
2016	39,000.00	4.800		16,940.50	16,940.50	72,881.00
2017	41,000.00	4.900		16,004.50	16,004.50	73,009.00
2018	600,000.00	5.000	_	15,000.00	15,000.00	630,000.00
l	\$925,000.00		_	\$189,000.25	\$189,000.25	\$1,303,000.50

The effective interest rate of the debenture is 5.035%.

Total

Total

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

		Interest	SEMI-ANNU	AL INTEREST	Total Annual
<u>Year</u>	<u>Principal</u>	<u>Rate</u>	June 3	Dec. 3	<u>Payment</u>
2010 \$			\$ -	\$11,719.75	\$11,719.75
2011	53,000.00	1.600	11,719.75	1 1,295 .75	76,015.50
2012	54,000.00	2.550	11,295.75	10,607.25	75,903.00
2013	55,000.00	3.150	10,607.25	9,741.00	75,348.25
2014	57,000.00	3.550	9,741.00	8,729.25	75,470.25
2015	59,000.00	3.800	8,729.25	7,608.25	75,337.50
2016	62,000.00	4.100	7,608.25	6,337.25	75,945.50
2017	64,000.00	4.350	6,337.25	4,945.25	75,282.50
2018	68,000.00	4.500	4,945.25	3,415.25	76,360.50
2019	70,000.00	4.700	3,415.25	1,770.25	75,185.50
2020	73,000.00	4.850	 1,770.25	-	74,770.25
	\$615,000.00		 \$76,169.25	\$76,169.25	\$767,338.50

The effective interest rate of the debenture is 4.737%.

Page 16

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

		Interest	SEMI-AN	NUAL INTEREST	Total Annual
<u>Year</u>	<u>Principal</u>	<u>Rate</u>	<u>04-1</u>	<u>May</u> <u>Nov. 5</u>	<u>Payment</u>
2016	\$172,000.00	1.050	\$18,331	1.50 \$18,331.50	\$208,663.00
2017	173,000.00	1.150	17,428	3.50 17,428.50	207,857.00
2018	175,000.00	1.400	16,433	3.75 16,433.75	207,867.50
2019	177,000.00	1.600	15,208	3.75 15,208.75	207,417.50
2020	180,000.00	1.850	13,792	2.75 13,792.75	207,585.50
2021	184,000.00	2.100	12,127	.75 12,127. 75	208,255.50
2022	188,000.00	2.350	10,195	.75 10,195.75	208,391.50
2023	192,000.00	2.550	7,986	i.75 7,986.75	207,973.50
2024	196,000.00	2.700	5,538	.75 5,538.75	207,077.50
2025	203,000.00	2.850	2,892	.75 2,892.75	208,785.50
Total	\$1,840,000.00		\$119,937	.00 \$119,937.00	\$2,079,874.00

The effective interest rate of the debenture is 2.313%.

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

		Interest	SEMI-ANNU	JAL INTEREST	Total Annual
<u>Year</u>	<u>Principal</u>	<u>Rate</u>	<u>30-May</u>	Nov.30	<u>Payment</u>
2017	\$105,000.00	1.150	\$9,965.25	\$9,965.25	\$124,930.50
2018	106,000.00	1.300	9,361.50	9,361.50	124,723.00
2019	108,000.00	1.350	8,672.50	8,672.50	125,345.00
2020	109,000.00	1.450	7,943.50	7,943.50	124,887.00
2021	110,000.00	1.650	7,153.25	7,153.25	124,306.50
2022	112,000.00	1.800	6,245.75	6,245.75	124,491.50
2023	114,000.00	2.000	5,237.75	5,237.75	124,475.50
2024	116,000.00	2.150	4,097.75	4,097.75	124,195.50
2025	119,000.00	2.300	2,850.75	2,850.75	124,701.50
2025	121,000.00	2.450	1,482.25	1,482.25	123,964.50
Total	\$1,120,000.00		\$63,010.25	\$63,010.25	\$1,246,020.50
-					

The effective interest rate of the debenture is 2.116%

Page 17

11. CANADA MORTGAGE AND HOUSING CORPORATION (CMHC)

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

	Principal	ANNUAL INTERE	ST	Total Annual
<u>Year</u>	_Nov. 1	Nov. 1		Payment
2010	\$117,183.34	\$93,553.05		\$210,736.39
2011	121,858.95	88,877.44		210,736.39
2012	126,721.13	84,015.26		210,736.39
2013	131,777.30	78,959.09		210,736.39
2014	137,035.21	73,701.18		210,736.39
2015	142,502.92	68,233.47		210,736.39
2016	148,188.78	62,547.61		210,736.39
2017	154,101.52	56,634.87		210,736.39
2018	160,250.17	50,486.22		210,736.39
2019	166,644.15	44,092.24		210,736.39
2020	173,293.25	37,443.14		210,736.39
2021	180,207.65	30,528.75		210,736.39
2022	187,397.94	23,338.44		210,736.39
2023	194,875.11	15,861.28		210,736.39
2024	202,650.58	8,085.76	_	210,736.34
	\$2,344,688.00	\$816,357.80		\$3,161,045.80

Page 18

12. ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (OILC)

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

Payment		Principal	Interest	Principal
<u>Date</u>	Total Payment	_Amount	_ Amount	<u>Balance</u>
06/16/14	\$22,198.36	\$12,500.00	\$9,698.36	\$487,500.00
12/16/14	22,007.85	12,500.00	9,507.85	475,000.00
06/16/15	21,713.44	12,500.00	9,213.44	462,500.00
12/16/15	21,520.27	12,500.00	9,020.27	450,000.00
06/16/16	21,276.48	12,500.00	8,776.48	437,500.00
12/16/16	21,032.69	12,500.00	8,532.69	425,000.00
06/16/17	20,743.60	12,500.00	8,243.60	412,500.00
12/18/17	20,633.03	12,500.00	8,133.03	400,000.00
06/18/18	20,258.68	12,500.00	7,758.68	387,500.00
12/17/18	20,016.23	12,500.00	7,516.23	375,000.00
06/17/19	19,773.77	12,500.00	7,273.77	362,500.00
12/16/19	19,531.31	12,500.00	7,031.31	350,000.00
06/16/20	19,326.15	12,500.00	6,826.15	337,500.00
12/16/20	19,082.36	12,500.00	6,582.36	325,000.00
06/16/21	18,803.93	12,500.00	6,303.93	312,500.00
12/16/21	18,594.78	12,500.00	6,094.78	300,000.00
06/16/22	18,319. 01	12,500.00	5,819.01	287,500.00
12/16/22	18,107.20	12,500.00	5,607.20	275,000.00
06/16/23	17,834.10	12,500.00	5,334.10	262,500.00
12/18/23	17,675.57	12,500.00	5,175.57	250,000.00
06/17/24	17,349.18	12,500.00	4,849.18	237,500.00
12/16/24	17,106.72	12,500.00	4,606.72	225,000.00
06/16/25	16,864.26	12,500.00	4,364.26	212,500.00
12/15/25	16,644.45	12,500.00	4,144.45	200,000.00
06/16/26	16,379.34	12,500.00	3,879.34	187,500.00
12/16/26	16,156.87	12,500.00	3,656.87	175,000.00
06/16/27	15,894.42	12,500.00	3,394.42	162,500.00
12/16/27	15,669.28	12,500.00	3,169.28	150,000.00
06/16/28	15,425.49	12,500.00	2,925.49	137,500.00
12/16/28	15,211.01	12,500.00	2,711.01	125,000.00
06/18/29	14,924.59	12,500.00	2,424.59	112,500.00
12/18/29	14,682.13	12,500.00	2,182.13	100,000.00
06/17/30	14,439.67	12,500.00	1,939.67	87,500.00
12/16/30	14,197.21	12,500.00	1,697.21	75,000.00
06/16/31	13,954.75	12,500.00	1,454.7 5	62,500.00
12/16/31	13,718.96	12,500.00	1,218.96	50,000.00
06/16/32	13,475.16	12,500.00	975.16	37,500.00
12/16/32	13,231.37	12,500.00	731.37	25,000.00
06/16/33	12,984.92	12,500.00	484.92	12,500.00
12/16/33	12,743.79	12,500.00	243.79	- F
Total	\$699,502.38	\$500,000.00	\$199,502.38	

Page 19

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

The Town has borrowed \$ 925,000 at a rate of 2.26% over ten years to assist with installation of water meters. The repayment schedule is shown below:

Payment		Principal	Interest	Principal
<u>Date</u>	Total Payment	Amount	_ Amount	<u>Balance</u>
02/04/16	\$56,788.41	\$46,250.00	\$10,538.41	\$878,750.00
08/04/16	56,152.67	46,250.00	9,902.67	832,500.00
02/04/17	55,734.57	46,250.00	9,484.57	786,250.00
08/04/17	55,061.60	46,250.00	8,811.60	740,000.00
02/04/18	54,680.73	46,250.00	8,430.73	693,750.00
08/04/18	54,024.94	46,250.00	7,774.94	647,500.00
02/04/19	53,626.89	46,250.00	7,376.89	601,250.00
08/04/19	52,988.28	46,250.00	6,738.28	555,000.00
02/04/20	52,573.05	46,250.00	6,323.05	508,750.00
08/04/20	51,983.12	46,250.00	5,833.12	462,500.00
02/04/21	51,519.21	46,250.00	5,269.21	416,250.00
08/04/21	50,914.97	46,250.00	4,664.97	370,000.00
02/04/22	50,465.36	46,250.00	4,215.36	277,500.00
08/04/22	49,878.31	46,250.00	3,628.31	231,250.00
02/04/23	49,411.52	46,250.00	3161.52	185,000.00
08/04/23	48,841.65	46,250.00	2,591.65	138,750.00
02/04/24	48,357.68	46,250.00	2,107.68	92,500.00
08/04/24	47,813.58	46,250.00	1,563.58	50,000.00
02/04/25	47,303.84	46,250.00	1,053.84	46,250.00
08/04/25	46,768.33	46,250.00	518.33	₹0
Total	\$1,034,888.71	\$925,000.00	\$109,988.71	

Page 20

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

The Town of Minto has received authority to borrow \$1,500,000 to assist North Wellington Health Care Corporation (NWHC) with the financing of the Minto Rural Health Centre in 2015. Construction financing advances were made in early 2016, totaling \$1,500,000. NWHC is responsible to reimburse the Town of Minto for both principal and interest payments on this loan. The Town has borrowed \$1,500,000 at a rate of 2.88% over thirty years to assist with construction of a medical centre.

The repayment schedule is shown below:

Payment	Total Danie	Principal	Interest	Principal
<u>Date</u>	Total Payment	Amount	Amount	Balance
02/02/17	\$46,77 7.5 3	\$25,000.00	\$21,777.53	\$1,475,000.00
08/02/17	46,065.42	25,000.00	21,065.42	1,450,000.00
02/02/18	46,051.62	25,000.00	21,051.62	1,425,000.00
08/02/18	45,351.34	25,000.00	20,351.34	1,400,000.00
02/02/19	45,325.70	25,000.00	20,325.70	1,375,000.00
08/02/19	44,637.26	25,000.00	19,637.26	1,350,000.00
02/02/20	44,599.78	25,000.00	19,599.78	1,325,000.00
08/02/20	44,027.73	25,000.00	19,027.73	1,300,000.00
02/02/21	43,873.86	25,000.00	18,873.86	1,275,000.00
08/02/21	43,209.10	25,000.00	18,209.10	1,250,000.00
02/02/22	43,147.95	25,000.00	18,147.95	1,225,000.00
08/02/22	42,495.01	25,000.00	17,495.01	1,200,000.00
02/02/23	42,422.03	25,000.00	17,422.03	1,175,000.00
08/02/23	41,780.93	25,000.00	16,780.93	1,150,000.00
02/02/24	41,696.11	25,000.00	16,696.11	1,125,000.00
08/02/24	41,155.62	25,000.00	16,155.62	1,100,000.00
02/02/25	40,970.19	25,000.00	15,970.19	1,075,000.00
08/02/25	40,352.77	25,000.00	15,352.77	1,050,000.00
02/02/26	40,244.27	25,000.00	15,244.27	1,025,000.00
08/02/26	39,638.68	25,000.00	14,638.68	1,000,000.00
02/02/27	39,518.36	25,000.00	14,518.36	975,000.00
08/02/27	38,924.60	25,000.00	13,924.60	950,000.00
02/02/28	38,792.44	25,000.00	13,792.44	925,000.00
08/02/28	38,283.51	25,000.00	13,283.51	900,000.00
02/02/29	38,066.52	25,000.00	13,066.52	875,000.00
08/02/29	37,496.44	25,000.00	12,496.44	850,000.00
02/02/30	37,340.60	25,000.00	12,340.60	825,000.00

Continued on next page

Page 21

				. 484 22
08/02/30	36,782.36	25,000.00	11,782.36	800,000.00
02/02/31	36,614.68	25,000.00	11,614.68	775,000.00
08/24/31	36,068.27	25,000.00	11,068.27	750,000.00
02/02/32	35,888.77	25,000.00	10,888.77	725,000.00
08/02/32	35,411.40	25,000.00	10,411.40	700,000.00
02/02/33	35,162.85	25,000.00	10,162.85	675,000.00
08/02/33	34,640.11	25,000.00	9,640.11	650,000.00
02/02/34	34,436.93	25,000.00	9,436.93	625,000.00
08/02/34	33,926.03	25,000.00	8,926.03	600,000.00
02/02/35	33,711.01	25,000.00	8,711.01	575,000.00
08/02/35	33,211.95	25,000.00	8,211.95	550,000.00
02/02/36	32,985.10	25,000.00	7,985.10	525,000.00
08/02/36	32,539.29	25,000.00	7,539.29	500,000.00
02/02/37	32,259.18	25,000.00	7,259.18	475,000.00
08/02/37	31,783.78	25,000.00	6,783.78	450,000.00
02/02/38	31,533.26	25,000.00	6,533.26	425,000.00
08/02/38	31,069.70	25,000.00	6,069.70	400,000.00
02/02/39	30,807.34	25,000.00	5,807.34	375,000.00
08/24/39	30,355.62	25,000.00	5,355.62	350,000.00
02/02/40	30,081.42	25,000.00	5,081.42	325,000.00
08/02/40	29,667.18	25,000.00	4,667.18	300,000.00
02/02/41	29,355.51	25,000.00	4,355.51	275,000.00
08/02/41	28,927.45	25,000.00	3,927.45	250,000.00
02/02/42	28,629.59	25,000.00	3,629.59	225,000.00
08/02/42	28,213.37	25,000.00	3,213.37	200,000.00
02/02/43	27,903.67	25,000.00	2,903.67	175,000.00
08/02/43	27,499.29	25,000.00	2,499.29	150,000.00
02/02/44	27,177.75	25,000.00	2,177.75	125,000.00
08/02/44	26,795.07	25,000.00	1,795.07	100,000.00
02/02/45	26,451.84	25,000.00	1,451.84	75,000.00
08/02/45	26,071.12	25,000.00	1,071.12	50,000.00
02/02/46	25,725.92	25,000.00	725.92	25,000.00
08/02/46	25,357.04	25,000.00	357.04	9
Total	\$ 2,159,289.22	\$ 1,500,000.00	\$ 659,289.22	

Page 22

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

The Town of Minto has borrowed \$660,000 at a rate of 2.88% over ten years to assist with installation of water and wastewater infrastructure.

The repayment schedule is shown below:

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
				Dalatice
12/01/17	\$26,427.12	\$16,500.00	\$9,927.12	\$643,500.00
06/01/18	26,126.05	16,500.00	9,626.05	627,000.00
12/01/18	25,930.77	16,500.00	9,430.77	610,500.00
06/01/19	25,632.41	16,500.00	9,132.41	594,000.00
12/01/19	25,434.41	16,500.00	8,934.41	577,500.00
06/01/20	25,186.23	16,500.00	8,686.23	561,000.00
12/01/20	24,938.05	16,500.00	8,438.05	544,500.00
06/01/21	24,645.12	16,500.00	8,145.12	528,000.00
12/01/21	24,441.70	16,500.00	7,941.70	511,500.00
06/01/22	24,151.48	16,500.00	7,651.48	495,000.00
12/01/22	23,945.34	16,500.00	7,445.34	478,500.00
06/01/23	23,657.84	16,500.00	7,157.84	462,000.00
12/01/23	23,448.99	16,500.00	6,948.99	445,500.00
06/01/24	23,200.81	16,500.00	6,700.81	429,000.00
12/01/24	22,952.63	16,500.00	6,452.63	412,500.00
06/01/25	22,670.55	16,500.00	6,170.55	396,000.00
12/01/25	22,456.27	16,500.00	5,956.27	379,500.00
06/01/26	22,176.90	16,500.00	5,676.90	363,000.00
12/01/26	21,959.92	16,500.00	5,459.92	346,500.00
06/01/27	21,683.26	16,500.00	5,183.26	330,000.00
12/01/27	21,463.56	16,500.00	4,963.56	313,500.00
06/01/28	21,215.38	16,500.00	4,715.38	297,000.00
12/01/28	20,967.21	16,500.00	4,467.21	280,500.00
06/01/29	20,695.97	16,500.00	4,195.97	264,000.00
12/01/29	20,470.85	16,500.00	3,970.85	247,500.00
06/01/30	20,202.33	16,500.00	3,702.33	231,000.00
12/01/30	19,974.49	16,500.00	3,474.49	214,500.00
06/01/31	19,708.68	16,500.00	3,208.68	198,000.00
12/01/31	19,478.14	16,500.00	\$2,978.14	181,500.00
06/01/32	19,229.96	16,500.00	2,729.96	165,000.00
12/01/32	18,981.78	16,500.00	2,481.78	148,500.00
06/01/33	18,721.40	16,500.00	2,221.40	132,000.00
12/01/33	18,485.42	16,500.00	1,985.42	115,500.00
06/01/34	18,227.75	16,500.00	1,727.75	99,000.00
12/01/34	17,989.07	16,500.00	1,489.07	82,500.00
06/01/35	17,734.11	16,500.00	1,234.11	66,000.00
12/01/35	17,492.71	16,500.00	992.71	49,500.00
06/01/36	17,244.53	16,500.00	744.53	33,000.00
12/01/36	16,996.36	16,500.00	496.36	16,500.00
06/01/37	16,746.82	16,500.00	246.82	0.00
Total	\$863,092.37	\$660,000.00	\$203,092.37	

Page 23

16. REALTERM ENERGY CORP - LED STREET LIGHTING FINANCING

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

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

Page 24

17. LONG-TERM DEBT SUMMARY

		<u>2017</u>	<u>2016</u>
Wellington County #4	(Note 10 b)	\$623,000	\$763,000
Wellington County #5	(Note 10 c)	743,000	922,000
Wellington County #6	(Note 10 d)	211,000	275,000
Wellington County #7	(Note 10 e)	1,495,000	1,668,000
Wellington County #8	(Note 10 f)	1,015,000	1,120,000
СМНС	(Note 11)	1,265,319	1,419,421
Infrastructure Ontario #1	(Note 12)	400,000	425,000
Infrastructure Ontario #2	(Note 13)	740,000	832,500
Infrastructure Ontario #3	(Note 14)	1,450,000	1,500,000
Infrastructure Ontario #4	(Note 15)	643,500	660,000
RealTerm Energy	(Note 16)	410,519	437,407
Tile Drainage Loans		93,106	117,778
		\$9,089,444	\$10,140,106

18. FINANCIAL INSTRUMENTS

The Town is exposed to various financial risks through transactions in financial instruments.

(a) Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party for failing to discharge an obligation. The Town's main credit risk relates to it Receivables. There is the possibility of non-collection of its Receivables. The majority of the Town's receivables are from ratepayers and government entities. To mitigate this risk, the Town carries out evaluations on a continuing basis. For amounts considered doubtful or uncollectible, an impairment allowance is set up.

(b) Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Town is not exposed to currency risk.

(c) Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Town is not exposed to interest rate risk.

(d) Liquidity risk

Liquidity risk is the risk that the Town will encounter difficulty in meeting obligations associated with its financial liabilities. The Town is not exposed to liquidity risk.

(e) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of the changes in market prices. The Town's investments in publicly traded **sec**urities expose the Town to other price risk as these investments are subject to price changes in the open market.

Page 25

19. ACCUMULATED SURPLUS

	<u>2017</u>	<u>2016</u>
SURPLUS		
Invested in Tangible Capital Assets	\$74,830,063	\$73,290,072
RESERVE FUNDS		
Insurance	61,068	70,258
WSIB	18,603	62,879
Administration	224,779	237,296
Fire	60,148	7,619
Roadways	1,131,387	592 ,740
Wastewater	3,651,028	3,475,661
Waterworks	1,930,239	1,84 1,230
Cemeteries	4,274	13,467
Recreation	292,544	377,975
Economic Development	106,515	22,251
Planning and Zoning	<u>178,739</u>	137,687
	7,659,324	6,839,063
RESERVES		-
Working Capital	1,134,000	1,080,000
General Government	18,000	6,000
Public Works	12,243	24,129
Protection Services		
Recreation Facilities	19,495	17,495
Parks	5,000	5,000
Economic Development	37,615	16,086
Planning and Zoning	88,000	88,000
	1,314,353	1,236,710
LONG TERM DEBT		
Amount to be recovered	(9,089,444)	(10,140,106)
OTHER ASSETS AND LIABILITIES	1,107,036	2,035,479
ACCUMULATED SURPLUS, at end of year	\$75,821,332	\$73,261,218

20. POST EMPLOYMENT BENEFITS

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

THE CORPORATION OF THE TOWN OF MINTO NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2017

Page 26

21 TAXATION

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

	<u>2017</u>	<u> 2016</u>
Property Tax Levy	\$ 4,868,153	\$ 4,817,505
Supplementary & Omitted Taxes	94,260	82,203
Payment in Lieu of Taxes	67,352	53,701
	5,029,765	4,953,409
Less:		
Property Taxes Written off as Uncollectible	(49,953)	(34,670)
Provision for Assessment at Risk	(106,196)	(85,944)
	(156,149)	(120,614)
Tax Revenue Recognized	\$ 4,873,616	\$ 4,832,795

22. PSAB ADJUSTMENT

This adjustment was necessary to correct certain tangible capital assets and accumulated amortization relating to previous years. The fixed asset net book value per the Financial Statements are in agreement with the sub ledgers as at December 31, 2017. This adjustment has been made prospectively with an increase to Tangible Capital Assets of \$380,000 and an increase to Accumulated Surplus of \$380,000.

23. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform to the current year's presentation.

THE CORPORATION OF THE TOWN OF MINTO SCHEDULE OF SUPPLEMENTARY SEGMENTED DISCLOSURE FOR THE YEAR ENDED DECEMBER 31, 2017 (with comparative figures for 2016)

	<u>General</u> Government	<u>Protection</u> <u>Services</u>	<u>Transportation</u> <u>Services</u>	Environmental Services
REVENUES				
Sales of Services	\$116,290	\$291,394	\$215,598	\$3,407,512
Other Municipalities	-	81,289	543	, -,,
Grants- operating	15,000		15,000	10,000
Other	(E	(4)	541,939	·
	\$131,290	\$372,683	\$772,537	\$3,417,512
EXPENSES				
Salaries and benefits	138,380	676,558	818,430	871,018
Materials	76,136	763,217	2,062,113	1,084,243
Contracted services		69,492	93,127	29,771
Rents and financial expenses	÷	*0	#3	448
Interest on long term debt	1,863	1)	90,722	153,471
Amortization	35,786	316,981	1,009,558	1,118,662
External transfers	48,629	135,109	Ē)	3
Other	= 용	¥5	<u>-</u>	12
	\$ 300,794	\$ 1,961,357	\$ 4,073,950	\$ 3,257,613

THE CORPORATION OF THE TOWN OF MINTO SCHEDULE OF SUPPLEMENTARY SEGMENTED DISCLOSURE FOR THE YEAR ENDED DECEMBER 31, 2017

(with comparative figures for 2016)

<u>Health</u>	Recreation	Planning &		
<u>Services</u>	<u>Services</u>	<u>Development</u>	<u>Total 2017</u>	<u>Total 2016</u>
\$107,000	\$1,045,673	\$163,702	5,347,169	4,930,229
÷:		10,000	91,289	115,835
			40,000	69,754
*0	<u>-</u>	<u>+2</u>	541,939	456,753
\$107,000	\$1,045,673	\$173,702	\$6,020,397	\$5,572,571
			_	· · · ·
40,385	995,121	222,226	3,762,118	3,501,376
134,484	1,223,359	308,451	5,652,003	5,608,074
6,464	1,256	121	200,110	234,274
18,317	24,141	-	42,906	61,071
42,843	21,658	37,290	347,847	296,087
8,290	386,645	83,199	2,959,121	3,303,914
11,675	-	-	195,413	187,324
<u>-</u>		÷	-	-
262,458	2,652,180	651,166	13,159,518	13,192,120

THE CORPORATION OF THE TOWN OF MINTO SCHEDULE OF TANGIBLE CAPITAL ASSETS FOR THE YEAR ENDED DECEMBER 31, 2017 (with comparative figures for 2016)

COST	Land & Land Improvements	<u>Buildings</u>	<u>Vehicles</u>	<u>Equipment</u>
Balance, beginning of year	\$5,773,391	\$21,974,662	\$6,146,066	\$3,904,229
Additions/adjustments during the year	176,917	217,815	494,318	443,839
Disposals during the year	329,297	272	384,531	180
Balance, end of year	5,621,011	22,192,477	6,255,853	4,348,068
ACCUMULATED AMORTIZATION				
Balance, beginning of year	739,166	9,630,027	3,500,269	2,639,440
Amortization	130,681	506,366	380,449	286,030
Accumulated amortization on disposals	20,600	39	533,525	44,284
Balance, end of year	849,247	10,136,393	3,347,193	2,881,186
NET BOOK VALUE OF TANGIBLE CAPITAL				
ASSETS *	\$4,771,764	\$12,056,084	\$2,908,660	\$1,466,882

THE CORPORATION OF THE TOWN OF MINTO SCHEDULE OF TANGIBLE CAPITAL ASSETS FOR THE YEAR ENDED DECEMBER 31, 2017 (with comparative figures for 2016)

	Infrastructure: Transportation	<u>Infrastructure:</u> Environmental - <u>Water</u>	<u>Infrastructure:</u> Environmental - <u>Wastewater</u>	<u>Total 2017</u>
COST				
Balance, beginning of year	\$51,508,623	\$20,176,006	\$22,107,316	\$131,590,292
Additions/adjustments during the year	2,612,683	425,234	732,066	5,102,872
Disposals during the year	468,164	23,502	6,770	1,212,264
Balance, end of year	53,653,142	20,577,738	22,832,612	135,480,900
ACCUMULATED AMORTIZATION				
Balance, beginning of year	29,906,311	5,586,961	8,198,119	60,200,293
Amortization	1,253,410	355,213	426,972	3,339,121
Accumulated amortization on disposals	2,611	555,255		601,020
Balance, end of year	31,157,110	5,942,174	8,625,091	62,938,394
NET BOOK VALUE OF TANGIBLE CAPITAL				
ASSETS *	\$22,496,032	\$14,635,564	\$14,207,521	\$72,542,506

^{*} Excludes construction in progress of \$ 2,287,557.



CLARITY, DIRECTION, RESULTS.

P.O. Box 127, 145 Main Street East Listowel, ON N4W 3H2

Tel: 519.291.3040 Fax: 519.291.1850

Email: results@w-u.on.ca www.wardanduptigrove.com

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of the trust funds of the Corporation of the Town of Minto, which comprise the statement of continuity and statement of financial position as at December 31, 2017, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of the trust funds of The Corporation of the Town of Minto as at December 31, 2017 and the continuity of trust funds for the year then ended in accordance with Canadian public sector accounting standards.

Other Matter

The financial statements of the trust funds of the Corporation of The Town of Minto for the year-ended December 31, 2016 were audited by another auditor who expressed an unmodified opinion on those statements on June 7, 2017.

Listowel, Ontario,

July 24, 2018

Ward & Uptigrove

Ward & Uptigrove CHARTERED PROFESSIONAL ACCOUNTANTS Licensed Public Accountants

THE CORPORATION OF THE TOWN OF MINTO

TRUST FUNDS

STATEMENT OF CONTINUITY

FOR THE YEAR ENDED DECEMBER 31, 2017

(with comparative figures for 2016)

	<u>2017</u>		
	<u>Perpetual</u>		
	Care Fund	<u>Total</u>	
Balance, at beginning of year	\$ 494,150	\$ 494,150	
Capital receipts	11,420	11,420	
Balance, at end of year	\$ 505,570	\$ 505,570	
	<u>2016</u>		
Balance, at beginning of year	\$ 481,830	\$ 481,830	
Capital receipts	12,320	12,320	
Balance, at end of year	\$ 494,150	\$ 494,150	

THE CORPORATION OF THE TOWN OF MINTO TRUST FUNDS

STATEMENT OF FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31, 2017 (with comparative figures for 2016)

3	^	4	7	
4	v	J	.,	

ASSETS	<u>Perpetual</u> <u>Care Fund</u>	<u>Total</u>
Cash (Note 3) Investments (Note 2)	\$ 12,871 492,699 \$ 505,570	\$ 12,871 492,699 \$ 505,570
LIABILITIES NET FINANCIAL ASSETS AND ACCUMULATED SURPLUS	\$ - \$ 505,570	\$ - \$505,570
ASSETS	<u>2016</u>	
Cash (Note 3) Investments (Note 2)	\$ 14,245 479,905 \$ 494,150	\$ 14,245 479,905 \$ 494,150
LIABILITIES	\$ -	\$ -
NET FINANCIAL ASSETS AND ACCUMULATED SURPLUS	\$ 494,150	\$ 494,150

THE CORPORATION OF THE TOWN OF MINTO TRUST FUNDS NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2017

Page 34

1. ACCOUNTING POLICIES

Basis of Accounting

Capital receipts are reported on the accrual basis of accounting.

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

2. INVESTMENTS

The total investments of \$ 492,699 (2016 - \$ 479,905) recorded on the "Statement of Financial Position" at cost, have a market value of \$ 492,699 (2016 - \$479,905) as at the end of the year.

3. CASH

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

THE CORPORATION OF THE TOWN OF MINTO CEMETERY DEPARTMENT SCHEDULE OF PERPETUAL CARE FUND ASSETS AS AT DECEMBER 31, 2017

	Rate of		
<u>Description</u>	<u>Interest</u>	Date of Maturity	<u>Cost</u>
McCan Mortgage Corporation	2.45%	January 25, 2018	\$ 30,000
B2B Bank	1.85%	March 18,2018	45,000
Community Trust	1.90%	September 12, 2018	45,000
Laurentian Bank	1.81%	March 23, 2019	50,000
Community Trust	2.17%	September 23, 2019	50,000
B2B Bank	1.97%	March 23, 2020	40,000
McCan Mortgage Corporation	1.90%	March 23, 2020	25,000
Home Trust	2.21%	September 10, 2020	30,000
Home Bank	1.91%	March 22, 2021	35,000
McCan Mortgage Corporation	2.25%	March 23, 2021	25,000
			375,000
One Fund Bond Fund			117,699
Cash			12,871
			\$505,570



OHRC COMMISSIONERS

Our Commissioners have in-depth knowledge and expertise in human rights and issues relating to vulnerable populations, public policy, social values, and concepts of fairness, justice and public service. Read their bios online.



Renu Mandhane Chief Commissioner Appointment: October 30, 2015 – October 29, 2020



Karen Drake Appointment: June 22, 2016– June 21, 2019



Julie LeeAppointment:
September 8, 2009–
March 7, 2018



Bruce Porter Appointment: June 30, 2016 – June 29, 2019



Mary Gusella Appointment: February 24, 2016– November 25, 2019



Errol MendesAppointment:
September 8, 2009 –
September 7, 2019



Maurice Switzer Appointment: June 22, 2016 – June 21, 2018



Rabia Khedr Appointment: September 28, 2016 – September 27, 2018



Kwame McKenzie Appointment: June 22, 2016– June 21, 2019



Léonie Tchatat Appointment: February 2, 2017 – February 1, 2019



June 30, 2018

Speaker of the Legislative Assembly of Ontario Room 180, Main Legislative Building Queen's Park Toronto (ON) M7A 1A2

Dear Mr./Mme Speaker:

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

In this regard, I am pleased to provide you with *Impact today, investment for tomorrow*, the Commission's Annual Report of its activities from April 1, 2017 to March 31, 2018.

Yours sincerely,

Renu Mandhane, B.A., J.D., LL.M

Chief Commissioner

Ontario Human Rights Commission

IMPACT TODAY, INVESTMENT FOR TOMORROW

CONTENTS

- 08 OHRC by the numbers
- 10 A message from **Chief Commissioner** Renu Mandhane
- 13 Reconciliation
- 23 Criminal justice
- 35 Poverty
- 41 Education
- 45 Foundational strengths
- 57 2017/18 Financial summary
- 58 Investments for tomorrow

Mission

Our mission is to promote and enforce human rights, to engage in relationships that embody the principles of dignity and respect, and to create a culture of human rights compliance and accountability. We act as a driver for social change based on principles of substantive equality.

We accomplish our mission by exposing, challenging and ending entrenched and widespread structures and systems of discrimination through education, policy development, public inquiries and litigation.

Vision

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

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

www.ohrc.on.ca | @OntHumanRights







The OHIC

is uniquely positioned to address persistent human rights abuses that damage individuals and communities, cost our economy billions of dollars, and which cannot be entirely or efficiently remedied through individual complaints to a court or tribunal. The OHRC has a positive impact on our community today, and is a vital investment for our collective future.

A LEADERSHIP VOICE

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

The
addition of social
condition
would significantly
strengthen
human rights
protection for
the most
marginalized
and vulnerable
Ontarians.
(p. 38)









The human rights of students in Ontario's education system are an investment in our shared future as a society.

(p. 43)

The impact of racial profiling on Black communities is devastating.

Now is the time to pinpoint the problem areas, and do something about them.

There is no trust without truth.

(p.28)





OUR RELATIONSHIPS

We build and sustain strategic relationships with a broad range of individuals, groups, organizations and institutions, with a particular focus on regular community engagement and collaboration.





Our goal in bringing together a community advisory group is to get genuine, ground-level feedback on our work, and create durable relationships.

(p.48)

We're working
with Indigenous peoples
to build a vision
of human rights that
steps beyond
existing boundaries
and reflects the
issues, perspectives
and aspirations
of Indigenous peoples
across Ontario.
(p.16)







The protection, support and celebration of all children can only be assured when our community acknowledges and takes action to root out all forms of discrimination.

(p.19)

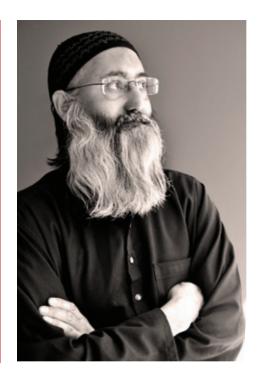


EVIDENCE-INFORMED APPROACHES

We believe in evidence-informed approaches to understand the state of human rights and systemic discrimination in Ontario and to evaluate our own work. People's stories and lived-experiences are an important part of this accountability.



Our public
opinion survey is
a benchmark
of attitudes that
may be at the
root of persistent
inequality
and discrimination
in our society.
(p.50)



Christina Jahn's
case set the
stage for a major
OHRC
effort to protect
the rights
of people with
mental health
disabilities
in Ontario's prisons.
(p.30)









Almost 1,650
individuals
and organizations
told us about
racial profiling
in Ontario.
Our consultation
confirmed the harm
racial profiling
continues to
cause to individuals,
families and
the social fabric of
communities.
(p.25)

OHRC BY THE NUMBERS

The OHRC's efforts to address systemic discrimination have a profound effect on the lives of vulnerable people across Ontario. It is difficult to attach a dollar value to this important work, but we have attached a notional value to a small sample of the work we do to show the value of investing in human rights.

TOTAL MARKETING VALUE FOR MESSAGING, TRAINING, ONLINE LEARNING

\$7,800,852



THE OHRC'S MESSAGE

People reached through broadcast, print, online

Twitter impressions and Facebook reach

@OntHumanRights and @LaCODP Twitter mentions

\$806,952

MARKETING VALUE



VALUE OF OHRC TRAINING SESSIONS

Staff hours delivering training/presentations

Training sessions

51,008,800

TOTAL ESTIMATED VALUE TO ONTARIANS



TAKING THE LEARNING ONLINE

People who accessed eLearning

Working Together: The Code and the AODA DVD training participants

Working Together: The Code and the AODA training DVDs requested

5,985,100

TOTAL ESTIMATED VALUE TO ONTARIANS

Note: All numbers are approximate; audience numbers may be higher than the estimates included here. Previous numbers for eLearning focused solely on "unique page views." This year's statistics have been refined to reflect only users who moved beyond the first page of the eLearning module. 270

ENGAGING WITH COMMUNITIES AND GOVERNMENT ACROSS OUR FOCUS AREAS

RECONCILIATION

1,569

People engaged though public education sessions

489

People engaged through meetings with Indigenous leaders and circles, dialogues and consultations

CRIMINAL JUSTICE

1,705

People engaged though public education sessions

104

Meetings and workshops with government and community groups

67%

57 out of 85 OHRC recommendations adopted in policing and corrections legislation

POVERTY

1,501

People polled about their attitudes towards people on social assistance

100%

4 out of 4 OHRC recommendations adopted in inclusionary zoning regulations

EDUCATION

1,198

People engaged through 11 public education sessions

38

Meetings and workshops with government and community groups

FOUNDATIONAL STRENGTHS

64

Speeches, statements, opinion editorials by the Chief Commissioner

64%

9 out of 14 OHRC recommendations adopted in *Anti-Racism Act* data collection standard and regulation

51%

94 of 183 OHRC recommendations relating to our four strategic focus areas adopted through the legislative process A MESSAGE FROM CHIEF COMMISSIONER **RENU MANDHANE**

Discrimination TOO COSTLY TO IGNORE

The Ontario Human Rights Commission (OHRC) is in the business of creating an inclusive society where everyone is valued and treated with equal dignity and respect. A recent poll we conducted showed that a strong majority of people in Ontario (89%) agree that students should learn more about human rights and responsibilities in school.

Discrimination is costly at an individual, institutional, economic and societal level. The President of the World Bank, Jim Yong Kim, notes that discrimination, whether based on sex, gender, sexual orientation, age or race, results in less balanced and less inclusive economic growth. The World Economic Forum agrees that "discrimination is bad for business."

And it's no wonder. Discrimination negatively affects people's health, education and productivity. Systemic discrimination—patterns of behaviour, policies or practices that are part of the social or administrative structures of an organization, and that create or perpetuate a position of relative disadvantage also undermines economic growth.

Egregious examples of discrimination—against women, Indigenous peoples and the Black community have had intergenerational effects that entrench poverty for whole communities. Today, nearly a quarter

of Indigenous and Black households in Ontario have low incomes, and the McKinsey Global Institute estimates that persistent gender inequality will cost Canadians \$150 billion by 2026.

So, investing in human rights improves lives today, and it has a ripple-out effect that will benefit our communities and economy in the future. This report charts the OHRC's progress in creating a culture of human rights accountability. It provides an update on our work to achieve the goals set out in our 2017-2022 Strategic Plan, Putting People and their Rights at the Centre, which focuses on Indigenous reconciliation, the criminal justice system, poverty and education—areas where even small shifts in the landscape can have an exponential impact.

Chronic failure to address pressing human rights issues in each of these focus areas has resulted in significant costs—both economic and social. The Indigenous population in Ontario grew five times faster between 2001 and 2016 than the population as a whole. Yet, because of inter-generational trauma and the legacy of colonialism, Indigenous people have lower education attainment rates, higher unemployment rates, and lower incomes. It is essential that Indigenous people and communities are empowered so they can move away from surviving – to thriving. That's why our push for the City of Timmins to fast-track reconciliation initiatives was welcomed by the Mayor, who acknowledged that it is essential to include Indigenous peoples if the community is to have long-term prosperity.



Canadians spend more than \$20 billion annually on criminal justice.

It is clear that we need to think about shifting our focus to support people in their communities. And while overall crime rates have been steadily decreasing, people with mental health and developmental disabilities and addictions, as well as Indigenous and Black people, remain over-represented in our criminal justice system. Our wide-ranging consultation on racial profiling confirms that systemic racism corrodes community trust in public institutions, which undermines their effectiveness and makes everyone less safe. Our #TruthBeforeTrust inquiry into racial discrimination by the Toronto Police Service will provide targeted solutions that will make policing more effective.

Canadians spend more than \$20 billion annually on criminal justice. It is clear that we need to think about shifting our focus to support people in their communities. This "up-stream" approach will decrease victimization of innocent people and make depriving someone of their liberty truly a last resort. Our ground-breaking work to secure better mental health treatment for prisoners, including limiting the use of solitary confinement, will help with rehabilitation and set the stage for reintegration into communities.

The OHRC's ongoing effort to address systemic discrimination in education is essential to make sure that children and youth are able to meet their full potential. People with disabilities are less likely to have

Discrimination is an affront to human dignity and has deep individual and community impacts. The social—and the economic—cost of ongoing systemic discrimination is simply too high.

a university degree or participate in the labour force, and more likely to be unemployed or have a low income. These barriers start in school but have lifelong impacts that have a high personal and social cost, including long-term reliance on the social safety net. That's why we spoke out against discrimination faced by post-secondary students with mental health disabilities. In the coming year, we will continue our efforts to make sure that all kids benefit from a decent education.

This year, we highlighted how economically marginalized people face unique forms of stigma. Our poll showed that a majority of Ontarians surveyed hold negative views about people on social assistance, which prompted us to call for more robust human rights protections for economically marginalized people. The *Safe Streets Act* is a good example of a law that systemically discriminates against homeless people and poses a barrier to their efforts to obtain housing and employment.

Systemic change is at the heart of the OHRC's mandate. We provide policy guidance, education and targeted recommendations that give duty-holders the necessary tools to proactively address human rights issues before they turn into applications before the Human Rights Tribunal of Ontario (HRTO). Our proactive approach also reduces strain on the Human Rights Legal Support Centre (HRLSC).

Discrimination is an affront to human dignity and has deep individual and community impacts.

The social—and the economic—cost of ongoing systemic discrimination is simply too high.

The OHRC is uniquely positioned to address persistent human rights abuses that damage individuals and communities, cost our economy billions of dollars, and which cannot be entirely or efficiently remedied through individual complaints to a court or tribunal. The OHRC has a positive impact on our community today, and is a vital investment for our collective future.

Thank you

Thank you to our part-time Commissioners, who each bring diverse and unique insights and experiences from across the province. We especially thank Commissioner Julie Lee, whose guidance throughout her term was insightful and inspiring.

Thank you to our staff, whose knowledge and expertise ground all our work.

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

Renu Mandhane
Chief Commissioner



STRATEGIC DIRECTION

Embody human rights by engaging in sustained trusting relationships with Indigenous communities that are built on dignity and respect, and by working to advance reconciliation and substantive equality.

RECONCILIATION

RECONCILIATION

UNDERSTANDING **HUMAN RIGHTS** FROM AN INDIGENOUS **PERSPECTIVE**

The OHRC has made a commitment to reconciliation, and is taking many steps along this path. One of the most important was to bring together diverse Indigenous people and members of the human rights community to discuss a vision of human rights that reflects Indigenous perspectives, world views and issues.

Public Education and Outreach Officer Rita Samson offers her insights on Indigenous Peoples and human rights: a dialogue.



The OHRC has a role to play in supporting and building a vision of human rights that reconciles with Indigenous world views, constitutions and laws. In February 2018, we took an important step along this path when we worked with Indigenous Elders, knowledge keepers, leaders, youth, academics and political and community-based organizations to host and engage in a three-day dialogue.

Representatives from the OHRC, HRLSC, Social Justice Tribunals of Ontario, and the Canadian Human Rights Commission also took part. This dialogue, at the Native Canadian Centre of Toronto, was a chance to talk about Indigenous perspectives on human rights, the promise of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and ways to adapt human rights systems to better serve Indigenous people.

James Anaya, Dean of the University of Colorado Law School and former United Nations Special Rapporteur on the Rights of Indigenous Peoples, delivered a public lecture at the University of Toronto Faculty of Law.



Other participants included:

- Paul L.A.H. Chartrand, Professor of Law (retired), counsel to DDWest LLP, Michif Elder
- Leonard Gorman and Steven A. Darden of the Navajo Nation Human Rights Commission
- The Honourable Leonard S. (Tony) Mandamin, who serves on the Federal Court and is an ex officio member of the Federal Court of Appeal
- Sylvia Maracle, Executive Director of the Ontario Federation of Indigenous Friendship Centres (OFIFC)
- The Honourable Romeo Saganash, Member of Parliament for Abitibi-Baie James-Nunavik-Eeyou, whose private member's bill to implement UNDRIP recently passed second reading in Parliament.

Participants also benefited from guidance, teachings and reflections by knowledge keeper Nancy Rowe of the Mississaugas of the New Credit First Nation, and Elders Alex Jacobs (Whitefish Lake First Nation), Marlene Pierre (Fort William First Nation), and Pauline Shirt (Saddle Lake Reserve, Alberta, with deep connections to Toronto's Indigenous community).

The sessions encouraged open dialogue in keeping with Indigenous customs and practices. The discussions

In May 2017, the OHRC was pleased to deepen our relationship with Nancy Rowe (Giidaakunadaad). Ms. Rowe, a traditional knowledge keeper, is a citizen of the Mississaugas of New Credit First Nation. She has been invaluable in helping us meet our commitments towards reconciliation as set out in our Strategic Plan, including: helping to guide our dialogue with Indigenous peoples by ensuring that all discussions are respectful and in keeping with traditional

protocols; building the capacity of OHRC
Commissioners and staff to understand the ongoing impact of colonialism; and providing advice as we develop collaborations with Indigenous communities and groups. We expect to spend more time with Nancy in the coming year!

"The concept of human rights is derived from a Western worldview. Indigenous people often see the human rights system as foreign and inaccessible. The OHRC's dialogue helped us to better understand Indigenous worldviews and perspectives on human rights, so we can foster respectful relationships with Indigenous peoples and play a meaningful role in the reconciliation process."

OHRC Commissioner Karen Drake



EMPOWERING ART BY CHIEF LADY BIRD

The artwork for the dialogue was created by Chief Lady Bird (@chiefladybird), who is a Chippewa and Potawatomi artist from Rama First Nation and **Moose Deer Point First** Nation. Through her art practice, Chief Lady Bird uses street art, communitybased workshops, digital illustration and mixed media work to challenge the lens that Indigenous people are often viewed through. In her own words, her work "subverts the dominant culture's frequent fetishization of Indigenous culture by highlighting the diverse experiences that we all come from."

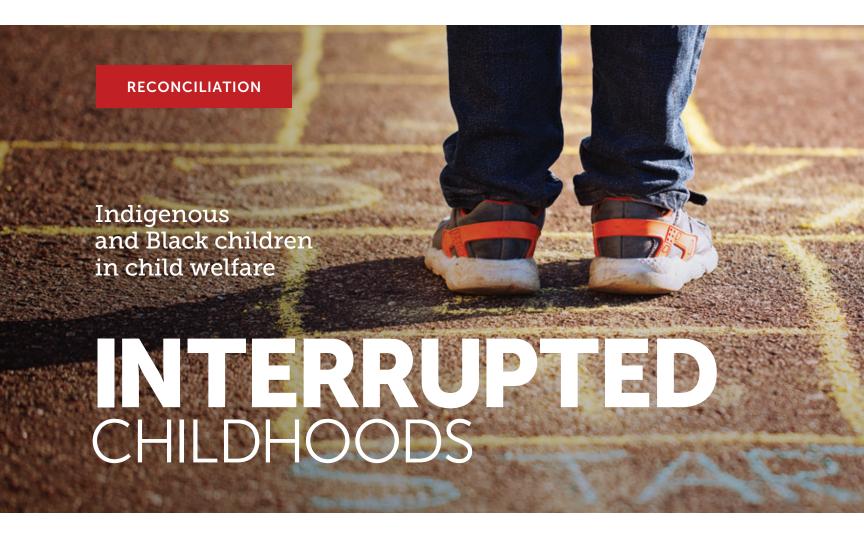
were ably facilitated by Vera Pawis-Tabobondung and moderated by Jeffery Hewitt and OHRC Commissioners Karen Drake and Maurice Switzer.

Several key themes emerged. For example, we heard how UNDRIP is an important starting point for understanding human rights from an Indigenous perspective. We also heard about how land, language and education are critical to the long-term progress of Indigenous peoples.

The dialogue helped us develop and strengthen relationships with Indigenous individuals and groups. It generated a wealth of ideas on how we can work with Indigenous communities to advance reconciliation and human rights. Participants talked about the important role the OHRC can play in exposing human rights abuses. They appreciated that we were willing and able to bring together diverse Indigenous perspectives to engage in respectful conversations.

The event was well-received by participants. The success of the event stemmed in large part from the efforts and guidance provided by the organizing panel, including Karen Drake, Jeffery Hewitt, Juliette Nicolet and Nicole Richmond. We also thank our partners who provided financial or in-kind support, including Osgoode Hall Law School, the Office of the President of York University, the Canadian Race Relations Foundation, the Ontario Federation of Indigenous Friendship Centres, Chiefs of Ontario, Métis Nation of Ontario, the University of Toronto Faculty of Law, and the Indigenous Justice Division, Ministry of the Attorney General.

The dialogue was an important collective first step. We look forward to continuing to work together with Indigenous peoples to build a vision of human rights that steps beyond existing boundaries and truly reflects the issues, perspectives and aspirations of Indigenous peoples across Ontario.



It is an unfortunate reality that some children need to be placed in care by child welfare agencies to keep them safe. But too often for First Nations, Métis, Inuit, Black and other racialized families, being involved with the child welfare system is fraught with concerns that the system is not meeting their or their children's needs, and is in fact causing harm.

Senior Policy Analyst Anya Kater gives an update on our recent inquiry into the child welfare system.



For decades, Indigenous, Black and other racialized families and communities have raised the alarm that their children are over-represented in the child welfare system. In Canada, the number of Indigenous children in care is staggering, and the Truth and Reconciliation Commission of Canada (TRC) has called the situation a "growing crisis." In her article "First Nations Child and Family Services: Restoring Peace and Harmony in First Nations Communities," Cindy Blackstock says there are more Indigenous children in care today than there were in residential schools at the height of their use. And while their pathway through the child welfare system might be different, Black children are also over-represented.

The issues that lead to this over-representation are distinct, complex and multi-faceted. For example, low income, which is one of the inter-generational effects of colonialism, slavery and racism in society, is a major driver of child welfare involvement for Indigenous and Black children. Many Indigenous, Black and other racialized families, communities, advocates and others are also concerned that systemic racial discrimination in the child welfare system plays a significant role.

"The estimated cost per year spent on the apprehension

of Black children in Ontario child welfare is \$60-70 million."

Racial Profiling in Child Welfare: The Need for a Black CAS, 2013, by Jennifer Clarke, Gordon Pon, Doret Phillips, Idil Abdillahi and Akua Benjamin

"We welcome

the OHRC report, which confirms the concerns that the African **Canadian community** has been raising about disproportionality and disparities in child welfare for decades. OACAS, through the **One Vision One Voice** project, is supporting agencies in their work towards better data collection and analysis so that we have a more fulsome and transparent reflection of over-representation across the province. The vision is that the human rights of African Canadian children and families in this province will be maintained and valued within child welfare."

Kike Ojo, Program Manager, One Vision One Voice; member, OHRC Community **Advisory Group**

Our commitment to the TRC Calls to Action

To respond to these concerns, and to begin to act on the TRC Calls to Action, in 2016 we launched a public interest inquiry to examine the involvement of Indigenous and racialized children and youth in the Ontario child welfare system. We used our powers under the *Code* to request information from children's aid societies (CASs) on their race-based data collection practices and how they track children and families receiving their services.

Our goal was to look at whether Indigenous and Black children are over-represented at CASs, particularly in admissions into care. We were concerned because racial disproportionality (the over- or under-representation of certain racial groups in a service relative to their proportion in the general population) and racial disparity (differences between racial groups at decision-making points in a service) may be indicators of systemic racial discrimination.

Indigenous and Black children over-represented in child welfare

We saw disproportionately high incidences of Indigenous and Black children in admissions into care from 2012 to 2015 at many mainstream agencies across Ontario. Although these findings are not conclusive of discrimination by CASs, they do serve as a starting point for CASs and the government to look critically at racial inequality in the sector.

When considered along with the long-standing issues people in Indigenous and Black communities have raised about discrimination in child welfare, the disproportionalities we found raise serious concerns for CASs. CASs should act on these findings by investigating whether their structures, policies, processes, decision-making practices and organizational cultures violate human rights.

"The protection, support and celebration of all children can only be assured when our community acknowledges and takes action to root out all forms of discrimination. As a lawyer representing both children and parents, I cannot overstate how much power our child welfare agencies wield. This authority must be exercised with real and profound respect for kids and their families—and most importantly with accountability."

OHRC Commissioner Julie Lee

The government is introducing data collection initiatives that will be an important step forward in the child welfare sector. But to be effective, they must be put into action. We have recommended that CASs should be required by law to collect human rights-based data, including data based on race.

The OHRC urges CASs whose data showed notable disproportionalities to take concrete steps to:

- Acknowledge the disproportionalities and the potential impact they have on the trust and lived experiences of families and communities
- Investigate whether their structures, policies, processes, decision-making practices and organizational cultures adversely affect Indigenous and Black families, and potentially violate Ontario's *Human Rights Code*.

Identifying and addressing potential systemic racial discrimination in the child welfare sector is only one part of the picture. The government, CASs, and civil society also need to address the broader social and economic issues that contribute to over-representation in child welfare. These issues require a multi-pronged response to create truly equitable outcomes for Indigenous and racialized children and families. Whether because of systemic discrimination in the child welfare system or broader social exclusion, the over-representation of Indigenous and Black children in admissions into care stands in the way of an Ontario that reflects the *Code*'s inclusive vision of society.

SPECIFIC FINDINGS:

- Indigenous children were over-represented in admissions into care at 93% of agencies we looked at (25 of 27), with many CASs showing extreme levels of disproportionality. These figures likely underestimate the proportions of Indigenous children admitted into care, in part because our sample only included non-Indigenous (mainstream) CASs.
- Black children were over-represented in admissions into care at 30% of agencies (8 of 27).
- Race-based data collection processes and practices are a patchwork across the sector.
- More than 40% of CASs did not know the racial backgrounds or Indigenous identities of more than one in five children their agency served, when considering referrals, cases opened for investigation, and admissions of children into care.
- For most CASs, the gaps and inconsistencies in the data collected make it statistically difficult to assess if racial disparities exist across different service decisions (such as placing children into care), which makes it difficult to assess whether systemic racial discrimination may be happening.

Disproportionality data via Google Maps

Disproportionality indicator for Indigenous children
Disproportionality indicator for Black children
Disproportionality indicator for White children



OHRC COMMITTED TO WORKING MORE CLOSELY WITH URBAN INDIGENOUS PEOPLES

In July 2017, the OHRC and the Ontario Federation of Indigenous Friendship Centres (OFIFC) signed an agreement with the ultimate goal of ending anti-Indigenous discrimination in Ontario. This agreement sets the stage for future collaboration with urban Indigenous communities based on trust, dignity, respect, and a shared commitment to reconciliation and substantive equality.

The OFIFC and OHRC will work together to build the capacity and human rights knowledge of OFIFC and Friendship Centre staff, share information and data, engage with urban Indigenous people on policy development, and coordinate provincial advocacy in key areas such as health care, child welfare and criminal justice.

This agreement reflects the OHRC's commitment to engage with Indigenous leaders and communities on common issues and concerns. It will connect the OHRC with the nearly two-thirds of Indigenous people who live in urban areas and are protected from discrimination in housing, employment and services under the *Code*. Friendship Centres are the primary service delivery agents for Indigenous people seeking culturally-sensitive and culturally-appropriate services in urban communities.



July 10, 2017: Maurice Switzer, Renu Mandhane, Susan Barberstock and Sylvia Maracle make the OHRC and OFIFC partnership official in London, Ontario.

The OHRC has already partnered successfully with the OFIFC to hold focus groups across the province. Friendship Centres across Ontario have provided vital input on issues like racial profiling, understanding and accommodating creed, and child welfare. And throughout the journey, OFIFC Executive Director Sylvia Maracle has provided invaluable teaching and guidance.

We have delivered training to OFIFC staff on human rights essentials for Indigenous peoples, and the OFIFC played a key role in planning and delivering our dialogue event on human rights and Indigenous Peoples. As well, we continue to share information on various government initiatives such as reforms to policing, and the OFIFC provided critical feedback on our inquiry into child welfare.

THUNDER BAY: LEADERSHIP A POTENT WEAPON IN FIGHT AGAINST RACISM

In an ongoing effort to connect with people across Ontario, the OHRC visited and learned about the key issues in many communities across the province. In Thunder Bay, Chief Commissioner Renu Mandhane, Commissioners Maurice Switzer and Karen Drake, and the OHRC team heard concerns about policing and child welfare, trafficking of Indigenous women and girls, and everyday racism in almost every facet of their lives including employment, housing, healthcare and retail. Most strikingly, people talked about being "garbaged"—literally having garbage thrown at them while walking down the street, all because of their Indigenous ancestry.

"[U]nfortunately for our community [discrimination] is very normalized. There are generations who just say, 'But that's the way it is here.' That you should walk up to the local restaurant and you show your money on the window before you can go in. They just think that's what you do, and so when they come to places like this, they think, 'How do I behave?' 'What do I do?'"

Sylvia Maracle, Executive Director of the Ontario Federation of Indigenous Friendship Centres. Watch "Indigenous people and racial profiling" online.



We brought these concerns forward in meetings with city leaders, including the Mayor and police, and Chief Commissioner Mandhane urged further action in a July 2017 op-ed in the Thunder Bay Chronicle-Journal. She stated her concern that Thunder Bay had failed to effectively deal with the reality of widespread racism—and that responsibility for this and any solutions must start at the top. She called on elected officials, police chiefs and prominent citizens to step beyond a "business as usual" mindset and set a tone of respect and zero tolerance for racism and discrimination. She called on all people who call Thunder Bay home to demand that their leaders address racism head-on.

In a July 2017 response, the Acting Mayor wrote an op-ed in which he acknowledged the need to amplify and demonstrate the City's commitment to combatting racism and discrimination.

Just over a month later, the City of Thunder Bay, Fort William First Nation and Nishnawbe Aski Nation (NAN) issued a joint "Statement of Commitment to First Nation Youth and Families." The signatories acknowledged the "urgent need to improve relations" with the Indigenous population and to actively challenge and dismantle racism. To reach these goals, the parties committed to, for example, develop an anti-racism campaign and a Student Safety Plan to protect youth who come to Thunder Bay for school. Chief Commissioner Mandhane reached out to the City and NAN to signal our support for these initiatives and the OHRC's willingness to be of continued assistance.

The OHRC is actively monitoring the ongoing reviews of the Thunder Bay Police Service and Board by the Ontario Independent Police Review Director and the Ontario Civilian Police Commission, respectively.

TIMMINS: UNDERSTANDING RACISM REQUIRES LEAVING YOUR COMFORT ZONE

In February 2018, Joey Knapaysweet and Agnes Sutherland, both from Fort Albany First Nation, died in incidents involving the Timmins Police Service.

In the wake of these tragic incidents, Nishnawbe Aski Nation Grand Chief Alvin Fiddler, Mushkegowuk Council Grand Chief Jonathan Solomon, and Fort Albany Chief Andrew Solomon issued a statement saying that they were "shocked" and wondering whether "systemic racism" contributed to the deaths. They lamented that "our people must continually leave their families and communities to come to cities to seek services that are not available in their respective communities."

One month later, Chief Commissioner Renu Mandhane and Commissioner Maurice Switzer led an OHRC delegation to Timmins and surrounding areas as part of our commitment to reconciliation. While this trip was planned in advance of the recent deaths, we knew that our statutory authority to inquire into incidents of tension or conflict would be engaged. We spoke with local Indigenous communities and organizations, as well as people in Moosonee and Moose Factory. People identified the lack of adequate, culturally-appropriate and geographically-proximate heath care, mental health care, education, administration of justice, and child welfare as current examples of systemic discrimination.

We heard about overzealous enforcement of public health bylaws that often posed a barrier to serving traditional Indigenous foods at gatherings. We heard that the local hospital's Cree translators were only available to people who were admitted from out of town. We heard that some Indigenous children taken into care were sent to Sarnia (nearly 1,000 kilometers away) because there were too few approved Indigenous foster parents due to rules that require each foster child to have their own bedroom.

"Reconciliation is happening when Indigenous people see a non-Indigenous agency—like the Ontario Human Rights Commission—giving voice and support to their concerns."

OHRC Commissioner Maurice Switzer

When asked if racism was a daily experience, many people answered "of course" or "it's a normal part of living in town." They noted that people perceived to be Indigenous based on stereotypes about appearance, dress or name were often singled out for adverse treatment. People noted that discrimination in housing is pervasive. There were stories about racial profiling in malls and stores – being followed by security or hassled when using a status card.

People expressed distrust of police. When asked why, they pointed to the legacy of residential schools, high profile incidents involving the Thunder Bay Police Service, and the perception that Indigenous youth are targeted for disproportionate police attention.

Our delegation also met with leaders in education, child welfare, health, policing, and social services.

While some institutions mentioned a strategic plan commitment to "diversity" or a committee that met infrequently, few could point to any meaningful action. With the notable exception of the local public school board director, there was no real sense of urgency in terms of investigating the issues, understanding the concerns, and taking action to tackle them.

We called on the Mayor and council to do more, and they have responded positively. On March 27, 2018, Timmins City Council passed a motion by Mayor Black that commits the City to form an Indigenous Advisory Committee, host cultural sensitivity and awareness training along with training on Truth and Reconciliation, and support setting up a leadership forum that brings local municipal leaders and Indigenous leaders together on a regularly scheduled basis.

The motion also included a commitment to raise three flags at City Hall on National Indigenous Day, including flags of the Mattagami First Nation (Timmins Traditional Territory), Nishnawbe Aski Nation, and the Métis Nation of Ontario.

For our part, the OHRC will return to Timmins to offer training and to help the City move forward.

Source: Op-ed by Chief Commissioner Renu Mandhane and Commissioner Maurice Switzer, published by TVO and available on the OHRC website.



OHRC engagement in Moosonee at Keewaytinok Native Legal Services. Left to right: Shaheen Azmi, Renu Mandhane, Maurice Switzer, Logan Jeffries, Elizabeth Kamalatisit, Janina Fogels, Dawn Scott, Anita Nickoshie. Photo: Paul Lantz.



STRATEGIC DIRECTION

Enforce human rights and reduce systemic discrimination by seeking accountability in the criminal justice system.

CRIMINAL JUSTICE

RACIAL PROFILING INSIDIOUS AND DAMAGING

"TTC suspends fare inspector after Black teen pinned to ground in streetcar incident." "Black city councillor says Hamilton police 'carded' him." "Judge says racial profiling likely, tosses charges against man after Toronto road stop." "Shoppers Drug Mart forced to pay \$8,000 in Ontario racial profiling case." These are just some of the recent news stories that describe people's concerns and experiences of racial profiling.

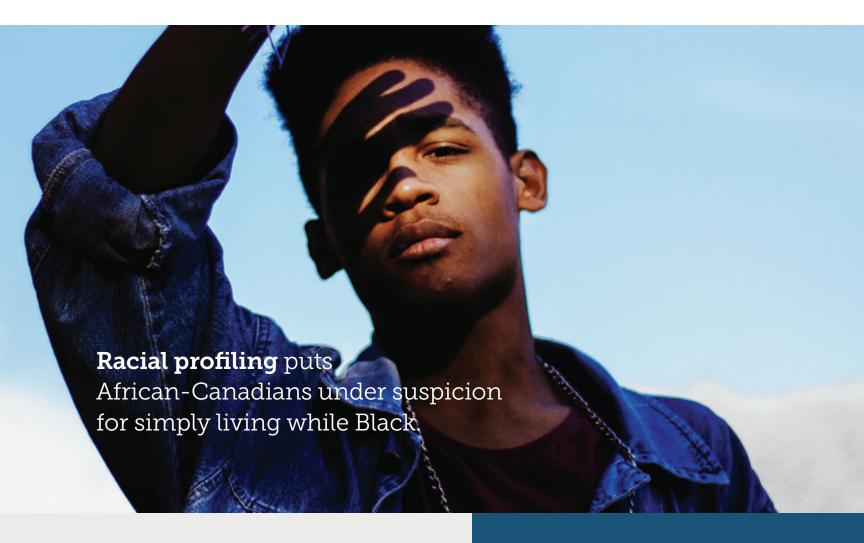
Senior Policy Analyst Anya Kater offers an update on the OHRC's work to eliminate the ongoing systemic problem of racial profiling.



Racial profiling is an insidious and particularly damaging type of racial discrimination that relates to notions of safety and security. For Indigenous and racialized people, too often the trust they should feel in police, child welfare, the education system and other public institutions is overridden by being unfairly singled out for surveillance, scrutiny, investigation and disproportionately harsh treatment.

We undertook a year-long public consultation on racial profiling in 2016. We shared what we learned in *Under suspicion: Research and consultation report on racial profiling in Ontario*. Our aim is to provide policy guidance to law enforcement, child welfare and other sectors to understand, identify and eradicate racial profiling.

We connected with people and organizations representing diverse perspectives, including affected people from Indigenous, racialized and Muslim communities, legal and academic researchers, educators, human rights practitioners and police, among others. We conducted an online survey, analyzed applications made to the HRTO, held a policy dialogue, conducted focus groups with Indigenous peoples and received written submissions.



Almost 1,650 individuals and organizations told us about their experiences or understanding of racial profiling in Ontario.

Racial profiling exists and is harmful

During the consultation, we heard many concerns about racial profiling by individuals in authority, but also about institutional policies, practices, assessment tools and decision-making processes that may lead to racial profiling. We also heard about potential solutions. Some examples include awareness training, engaging with affected communities, and setting up mechanisms for accountability, such as complaint procedures, discipline procedures and data collection, analysis and reporting.

The widespread nature of incidents, along with a growing body of case law and social science and legal research, confirm that racial profiling exists, and that it is a broad concern shared by many Ontarians.

Our consultation confirmed the harm racial profiling continues to cause to individuals, families and the social fabric of communities. Racial profiling harms dignity and is associated with negative effects on mental and physical health. It contributes to barriers



"Racial profiling puts African-Canadians under suspicion for simply living while Black. It robs us of our individual identities. It permits black skin to be perceived as the opposite of innocent. It justifies black skin being seen as a symbol of danger or threat. It treats black skin as if it is a crime."

Anthony Morgan, Barrister-at-Law, Falconers LLP. Watch "It Must Stop" online.

"The Commission's work in areas such as combating racial profiling in the policing and criminal justice system and seeking multiple ways to use our mandate to promote reconciliation with Indigenous peoples stands as testament to the commitment of all who work to ensure equality and diversity as our most precious asset as Ontario residents."

OHRC Commissioner Errol Mendes

that prevent Indigenous and racialized people from achieving equal opportunity. And it corrodes people's trust in public institutions, which can undermine their effectiveness and authority.

Racial profiling happens beyond policing

While racial profiling in policing continues to be a major issue, we heard that it happens in many sectors beyond policing. Racial profiling was reported in education, retail, child welfare, transportation, private security, national security and other areas.

Our consultation also helped us to better understand how racial profiling does not just happen when people in authority act on their conscious or unconscious bias. It can be far more subtle and can become part of the "normal" way an organization operates. We heard how racial profiling can be systemic and happen because of an organization's embedded policies, procedures, decision-making practices and culture.

Where do we go from here?

In our report, the OHRC committed to:

- Develop policy guidance in the areas of policing and law enforcement, child welfare and court and corrections
- Collaborate with Indigenous communities to better understand their perspectives and develop resources to address Indigenous peoples' human rights.



Press conference speakers included (left to right): Sylvia Maracle, Anthony Morgan, Renu Mandhane, Amira Elghawaby, Dianne Carter.



HAIRSTORY
@BEYONDOURHAIR
'Racial profiling is real' –
@OntHumanRights
@RenuMandhane
see their report #UnderSuspicion
http://ow.ly/EVJr30bzlX4

NATIONAL COUNCIL OF CANADIAN MUSLIMS @NCCM

A very imp. contribution to our understanding of racial profiling in #Ontario #UnderSuspicion @OntHumanRights #onpoli @coteau @RenuMandhane MEDICAL HUMAN RIGHTS
NETWORK @IFHHRO
Healthcare in top 3 settings where
#indigenous feel racially profiled,
says @OntHumanRights.
@TheOFIFC weighs in.
http://www.cbc.ca/news/canada/
thunder-bay/racial-profilingreport-1.4097377

People deserve not to be stopped, questioned, physically harmed, or charged by police because of the colour of their skin. Yet this continues to be a lived reality for members of Toronto's Black community.

Legal Counsel Sunil Gurmukh and Reema Khawja offer an update on the OHRC's inquiry into racial profiling and discrimination by the Toronto Police Service (TPS).





Racial profiling has caused much damage to Black communities in Toronto. We have seen:

- Black people being "carded" in numbers that far exceeded their representation in the population
- Black persons overly charged for possession of marijuana, even though studies show little difference in marijuana use between Black and White people
- Many findings from the courts and HRTO that TPS officers engaged in racial discrimination
- The CBC reported that Black people account for 36.5% of people who died in encounters with the TPS between 2000 and 2017, even though Black people made up just 8.3% of the city's population during this time.

We saw four Black teens, also known as the "Neptune 4," arrested at gunpoint, while on their way to a tutoring session in Lawrence Heights, even though the Office of the Independent Police Review Director found that the youth "were not misbehaving in any manner."

We saw a Black man, Mutaz Elmardy, stopped, punched in the face and searched, even though there was no basis to suspect him of criminal behaviour. The Ontario Superior Court of Justice found that he was a victim of racial profiling.

The impact of racial profiling on Black communities is devastating.



Press conference speakers included (left to right): Jamil Jivani; Alok Mukherjee; Chief Commissioner Renu Mandhane; HairStory Youth Advisory Members, Office of the Provincial Advocate for Children and Youth; Charlene Tardiel.

And we saw award-winning Black journalists, Marci len and Desmond Cole, respectively reporting about the "double standard of driving while Black" and "being interrogated by the police more than 50 times."

The impact of racial profiling on Black communities is devastating. It contributes to their over-representation in the criminal justice system and mistrust of police. Chief Commissioner Renu Mandhane said, "Now is time to pinpoint the problem areas, and do something about them. Ultimately, there is no trust without truth."

Our goal at the OHRC is to find that truth and set the stage to rebuild trust. And so, in November 2017, we announced that we launched a public interest inquiry into racial profiling and racial discrimination of Black persons by the TPS. Using our inquiry powers under the *Code*, we called for the TPS, Toronto Police Services Board (TPSB) and the Special Investigations Unit (SIU) to provide a wide range of data and documents, which we will review and analyze. We also committed to reaching out to the Black community to hear about their interactions and concerns firsthand.

The inquiry focuses on particular practices and activities of the TPS between January 1, 2010 and June 30, 2017 to determine their impact on the Black community. Areas of interest include stop and question practices; use of force incidents; police-related deaths; and arrests, charges, forms and conditions of release for various offence categories.



BLACK LIVES MATTER TO @BLM_TO Big ups to @OntHumanRights for doing what so few provincial institutions are ready to do,

walk the walk... http://fb.me/Bj7sb5Vx

TOMEE SOJOURNER-CAMPBELL @TOMEESOJOURNER

@OntHumanRights @HRlegalhelp Today's announcement will have ripple effects across several sectors outside of police services. @preventcrp, we are leading a similar call for a provincial inquiry into consumer racial profiling as a systemic issue. #Ontario is leading the way.

OUR #TRUTHBEFORETRUST INQUIRY A TRENDSETTER!

On November 30, the day of our news conference to announce the inquiry, the story trended several times on Twitter, both in Toronto and across Canada.

"We know that racial profiling unchecked will continue to erode essential trust and undermine legitimacy as it relates to policing in Black and racialized communities. We also believe that racial profiling is not compatible with our vision of police services being provided in a fair, equitable, safe, and human rights-compliant manner."

Charlene Tardiel, on behalf of the Association of Black Law Enforcers, at the OHRC press conference announcing the inquiry

I'M JUST TIRED.

I'm just tired. I got questioned before for driving my mom's car. She drives a red Kia, and a police officer asked me if this was my car... and he asked to pop the trunk of my car and asked for my license and registration, and kept asking me if this was my car.

I'm also tired of them all assuming that we're all the same and that we're all labelled as criminals. Do I look like a criminal to you? No?

I'm pursuing acting and modelling right now, and I don't want to be labelled as a criminal. I'm putting myself out there in every way, I'm putting myself on every TV show through my agency, and I'm working my way up to be a better person. And I want every other Black youth to follow their dreams and don't let any cop push you around.

I'm just tired. I know a lot of people are tired, he's tired, he's tired, everyone's tired, you're tired, and I just want it to stop. We're human beings—we're not animals, we're not "oh it fits the description," no.

HairStory Youth Advisory Member, Office of the Provincial Advocate for Children and Youth, at the OHRC press conference announcing the inquiry



We will also look at the TPS and TPSB's culture, training, policies, procedures and accountability mechanisms relating to racial profiling and racial discrimination. And we will report publicly on our inquiry process, our findings and our recommendations. Our goal is to pinpoint where racial disparities exist and take targeted action that will help end racial profiling once and for all.

We have begun to hold focus groups with Black youth and community and advocacy organizations, and have met with the TPS to better understand their data systems.

The OHRC will continue to be part of the renewed national conversation about racial injustice. The opportunity to make change has never been timelier.



JUST WANTED TO SAY, a heart-felt thank you for bringing young people into the press conference. I met with them this morning before they left and they were so anxious and nervous. When they came back, it was as if they had battled Goliath and had won. So proud of each other and the importance of adding their voices to your work. Thank you for believing in them and providing them the opportunity to have their voices included in conversations that matter to them.

Laura Arndt, Youth Advocate, Office of the Provincial Advocate for Children and Youth



In 2012—after spending more than 200 days in segregation—Christina Jahn claimed that the Ontario government had violated her human rights. Her case set the stage for a major OHRC effort to protect the rights of people with mental health disabilities in Ontario's prisons.

Legal Counsel Insiya Essajee, Matthew Horner and Nika Farahani offer an update on how Ms. Jahn's case is leading to systemic change across Ontario.







HRTO to hold the government accountable. People held in segregation, also known as solitary confinement, are confined to a small cell for 22 or more hours a day with little human interaction.

Five years ago, the Government of Ontario made a legally binding commitment to a vulnerable group

Ontario explicitly recognized that segregation

as a last resort.

of people – prisoners with mental health disabilities.

was harmful for this group and agreed to prohibit

segregation for people with mental illness except

In September 2017, after two independent reviews revealed that Ontario had not lived up to that commitment, we launched an application with the

The Office of the Correctional Investigator has described it as the "most austere and depriving form of incarceration" administered in Canada.

Over five years ago, Christina Jahn filed a human rights application

In 2012, Christina Jahn filed a human rights case against Ontario's Ministry of Community Safety and Correctional Services (MCSCS). While incarcerated in 2011 and 2012 at the Ottawa-Carleton Detention

"Christina Jahn opened my eyes when she came into our office in the fall of 2012 and told us her story. It was horrifying. Over 200 days in solitary confinement, struggling with mental illness and cancer, visits from family cancelled, denied phone calls, blankets and even a mattress removed as privileges, water turned off, all while her own fragile mental state disintegrated."

Paul Champ, lawyer, Champ & Associates and member of the OHRC Community Advisory Group. Watch "Christina Jahn's story was horrifying" online.



Centre, she was living with mental health disabilities, addictions and cancer. She alleged that she was put in segregation for the entire period of her incarceration — about 210 days — and experienced brutal and humiliating treatment because of her gender and mental health disability.

When we heard about her experience, the OHRC was worried that what happened was part of a much bigger problem. We got involved in her case to tackle systemic issues with segregation and the treatment of people with mental health disabilities across Ontario's prison system.

In 2013, we reached a major settlement that included a wide range of public interest remedies to reduce segregation and improve services for prisoners — particularly women — with mental health disabilities. As part of the *Jahn* settlement, Ontario promised to not use segregation for any prisoners with mental illness, except as a last resort.

Change on the ground elusive

In following years, we became concerned that the *Jahn* commitments were not leading to change for people on the ground. Last year, prompted by the egregious treatment of Adam Capay, both the Ombudsman of Ontario and Ontario's Independent Advisor on Corrections Reform released reports confirming our concerns. Both reports showed a systemic and alarming overuse of solitary confinement, and that the government was not meeting its legal obligations. Howard Sapers, the Independent Advisor,

found that solitary confinement was the default — not the exception—for vulnerable prisoners like people with mental health disabilities.

In September 2017, we filed a case with the HRTO alleging that Ontario had failed to meet its legal commitments under *Jahn*. We said that Ontario had failed to prohibit the use of segregation for people with mental health disabilities, provide mental health screening and services, or accurately document, review and report on the use of segregation. At our press conference announcing this action, speakers included Honourable Kim Pate, Independent Senator for Ontario, Senate of Canada; Paul Champ, Lawyer, Champ & Associates, and member of the OHRC Community Advisory Group; Yusuf Faqiri, brother of the late Soleiman Faqiri; and Chief Commissioner Renu Mandhane.

2018: Tribunal orders government to uphold the rights of prisoners with mental health disabilities

In January 2018, our case resulted in an HRTO consent Order requiring the Ontario government to take specific steps, with detailed timelines, to make sure that the ban on solitary confinement for people with mental illness is effective.

This Order requires Ontario to create a system to identify prisoners with mental health disabilities, accurately track segregation use, and monitor the health of anyone placed in segregation.



CHRIS ECCLESTONE @CECCLESTONE42

The criminal justice system is a lousy mental health care system just as a cement block is lousy nutritionally. Goal is not social programs.

AIDAN JOHNSON @AIDAN_JOHNSON

#EndSegregation #BellLetsTalk #justice @OntHumanRights #celebration A true break-through in law for the rights of criminalized Ontarians with mental health disabilities/other-abilities.

PAUL CHAMP @PAULCHAMPLAW

Data shows over 60% of people in solitary confinement in Ontario on any given day have mental illness. At least now we know the numbers...

DOING THE MATH ON MENTAL HEALTH

Statistics Canada reports that in 2015-2016, it cost an average \$215 per day (or \$78,475 per year) to maintain an adult inmate in an Ontario correctional facility. At the same time, the Canadian Mental Health Association, Ontario reports that it cost \$72 per day (or \$26,280 per year) on average to house a person in the community with supports.

In January 2018, pursuant to the Order, the government appointed Honourable Justice David Cole as Ontario's Independent Reviewer, and Professor Kelly Hannah-Moffat as the independent expert on human rights and corrections. Professor Hannah-Moffat will provide impartial advice on the province's plan to track inmates placed in restrictive confinement and segregation, and on the way public data is released. Professor Hannah-Moffat is also a member of the OHRC Community Advisory Group. The Honourable Justice David Cole will issue a progress report on the government's compliance with Jahn in the fall of 2018, and a final report on overall compliance by September 2019. The final report will be posted publicly.

For people with mental health disabilities, segregation is a life or death concern. That's why it is critical to keep pushing for change as soon as possible. This Order is part of making that happen—and part of making sure the legacy of Christina Jahn's case is one of positive change across Ontario.

PRISON LAWS SHOULD PROTECT HUMAN RIGHTS AND PROMOTE REHABILITATION

In Spring 2018, Ontario passed the Correctional Services and Reintegration Act, which replaces our current corrections laws and will promote greater rehabilitation and community integration. We consulted extensively with Ontario about the new legislation, and pushed for important human rights measures that were included in the Bill, such as:

- Better identifying and prohibiting the use of segregation for vulnerable prisoners, such as people who are chronically self-harming, suicidal or have mental health disabilities, require assistive devices, or are pregnant or have recently given birth
- Having strict segregation time limits of 15 continuous and 60 aggregate days in a year
- Making segregation placement decisions subject to arms-length review and oversight in all correctional institutions
- Providing prisoners and their legal representatives with relevant information and opportunities to challenge segregation placements, without limiting the right to challenge placements through a habeas corpus application to the courts
- Requiring the government to provide annual reports of its progress implementing the Act
- Defining segregation based on conditions of confinement and requiring that all comparable placements are subject to legal protections.

"Someone who needed help was killed under government care. My brother needed a bed and a doctor, and instead he got handcuffs and fists. My brother should not have died the way he died. No human being should have."

Yusuf Faqiri, brother of the late Soleiman Faqiri. Watch "My brother needed a bed, a doctor, and instead got handcuffs, fists" online.



Even in the most challenging environments,

people have the right to be treated with dignity and respect, to have their religious beliefs accommodated and to live free from discrimination.

SETTLEMENT AN IMPORTANT STEP TOWARDS RESPECTING THE HUMAN RIGHTS OF DIVERSE PATIENTS

Even in the most challenging environments, people have the right to be treated with dignity and respect, to have their religious beliefs accommodated and to live free from discrimination. That's why the OHRC intervened in the case of *The Estate of Kulmiye Aganeh v Mental Health Centre Penetanguishene* at the HRTO. We intervened to address the accommodation of patients with diverse religious beliefs, and the link between race, mental health and the disproportionate use of restraints. In June 2017, we reached a settlement with the Waypoint Centre for Mental Health Care (formerly known as Mental Health Centre Penetanguishene).

Kulmiye Aganeh, a Black, Muslim man, was held in a secure psychiatric unit at Waypoint between December 2007 and March 2009. He died in March 2009 from sudden cardiac event due to toxicity from an antipsychotic medication, following an incident that involved the use of restraints.

Under the settlement, Waypoint has committed to consult with independent experts, Dr. Sanaz Riahi and Saleha Khan, to:

- Meet its obligations under the Ontario *Human Rights Code* relating to use of restraints on racialized patients and patients with mental health disabilities (seclusion, chemical, physical and medical)
- Collect human rights-based data on the use of restraints and provide annual reports analyzing this data to the OHRC for three years
- Provide training to all staff, including training focused on racial and religious discrimination and the duty to accommodate
- Develop and implement a policy on the right of patients to be free from creed-based discrimination, including the duty to accommodate to the point of undue hardship.

These steps aim to improve outcomes for some of Ontario's most vulnerable people.

SAFER ONTARIO ACT REFLECTS HUMAN RIGHTS ADVICE

The OHRC was pleased to see the government enact Bill 175, the *Safer Ontario Act*. This legislation is a modern vision of policing that reflects many of the issues the OHRC has raised over the past few years. We have worked with community coalitions, police services, the Ministry of the Attorney General, the Ministry of Community Safety and Correctional Services, and many individuals and organizations to advocate for policing that reflects and supports the communities it is designed to serve. And we have made several submissions, including to the Independent Police Oversight Review by the Honourable Justice Michael H. Tulloch.

Diverse stakeholders, including human rights groups, the Ombudsman, police chiefs and services boards, and the Ontario Federation of Indigenous Friendship Centres, all communicated their support for reforms to policing in Ontario.

Trust in police is especially fractured among groups protected under Ontario's *Human Rights Code*, because they bear the brunt of the criminal justice system's negative consequences. The prison population provides a snapshot of this... Indigenous and Black people are grossly over-represented, and the number of prisoners with addictions, and mental health or intellectual disabilities has grown dramatically in recent years. These impacts are felt at an individual, family and community level and can have inter-generational impacts on well-being.

We have long called for bold steps to promote accountability within policing and their oversight regimes and to build trust with historically marginalized communities. While this legislation won't remedy injustices of the past, it marks a significant step towards making our communities safer.

The Safer Ontario Act is an opportunity to build trust because it recognizes and enshrines the Charter and Human Rights Code as essential to adequate and effective policing. And it clearly outlines the responsibilities of police services, boards, and oversight agencies. It further enhances accountability by creating strong oversight entities.

The Act also reflects recommendations from Justice Michael Tulloch's review, along with lessons learned from recent high profile incidents involving serious injury and death. For example, it provides clear rules for what incidents fall within the jurisdiction of the SIU, and when they must be reported, and creates greater transparency in reporting from oversight agencies. The Act also calls for the arms-length investigation of police misconduct complaints, and allows an independent tribunal to oversee and impose meaningful disciplinary measures.

The Act also provides a pathway to sustainable culture change through mandated training, demographic representation on boards, and the creation of community safety and well-being plans that address systemic discrimination.

Policing must reflect and respond to the unique issues communities face. To do that, we need as much information as possible about what's happening on the ground. While the *Act* provides many avenues for collecting and acting on qualitative data, quantitative data is required to compel meaningful change. So we strongly urge the government to make the collection of human rights-based data mandatory for all police services and all police oversight agencies.

The Safer Ontario Act is a once-in-a-generation moment to fundamentally shift the culture of policing and create greater community trust in law enforcement. We will continue to track its progress and implementation.

ENDING THE STIGMA FACED BY POLICE WHO DIE FROM MENTAL HEALTH INJURIES

As a result of an April 2017 legal settlement between the OHRC, Toronto Police Service and Toronto Police Services Board, officers who die from mental health injuries — not just physical ones — sustained in the line of duty will have equal opportunity to have their names included on the Toronto Police Service's Memorial Wall.

Policing is a challenging, and sometimes traumatic, profession. Yet, police officers who sustain mental health injuries as a result of their work still face a great deal of stigma. Beyond ensuring that all members who lose their lives in the line of duty are treated with the same degree of recognition and respect, this settlement should signal to current members that they can seek support for mental health issues without being labeled as weak or unsuited to policing.

SPECIAL ISSUE OF CANADIAN DIVERSITY FOCUSES ON RACIAL PROFILING, HUMAN RIGHTS

The 2017 edition of *Canadian Diversity*, entitled "Racial profiling and human rights," was launched in September 2017. *Canadian Diversity* is a quarterly publication of the Association for Canadian Studies (ACS).

The essays in this special issue are the product of a Racial Profiling Policy Dialogue, led by the OHRC in partnership with York University's Centre for Human Rights, School of Public Policy and Administration, and Institute for Social Research in February 2016.

All of the contributors to the issue took part in the policy dialogue and offered substantial insights into the nature and consequences of racial profiling. Their essays provided insight on how to move the discussion forward in framing policy within Ontario and elsewhere in Canada for eradicating racial profiling in all its forms.



STRATEGIC DIRECTION

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

POVERTY

POVERTY

PROTECTING PEOPLE AGAINST DISCRIMINATION BASED ON SOCIAL CONDITION

Over the past year, the call has intensified to add social condition as a protected ground of the Code. In fact, poverty and its relationship with human rights is one of the OHRC's strategic focus areas over the next few years. But what does this all really mean?

Senior Policy Analyst Jeff Poirier explains.



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

Ontario's Human Rights Code prohibits discrimination against a broad range of individuals and groups identified by ethnicity, race, gender, disability, family status, sexual orientation and other grounds. Beyond narrow protections in housing, one group largely missing from the Code's protection is people living in poverty—regardless of any other identity.

Poll, StatsCan show negative attitudes, unequal treatment

People living in poverty experience various kinds of negative attitudes and unequal treatment in society. The OHRC's Taking the Pulse public opinion poll, released last December, showed that only a minority of respondents (39%) reported feeling positive towards people who receive social assistance. A majority



(62%) held the negative view that it is understandable for a property owner or apartment manager to be concerned about renting to people on social assistance.

Statistics Canada's 2016 Census shows even more inequality. While 14.1% of people in Ontario have low income (defined as half or less of the median adjusted after-tax household income), groups typically vulnerable to discrimination are even worse off. Higher poverty rates are found for groups such as people with disabilities (23.5%), Indigenous peoples (23.7%), Black people (24.1%), female-led families (29.8%) immigrants arriving between 2001 and 2016, (35.6%), and Arab people (40.6%).

Inequality doesn't stop there

Other research shows that groups vulnerable to discrimination are more likely to have lower levels of education, live in unsuitable and unaffordable housing or be homeless, participate less in the labour force, work in unstable jobs or be unemployed. All these factors contribute to poverty and the OHRC is very concerned that discrimination is at the root of them.

Beyond narrow protections in housing, one group largely missing from the Code's protection is people living in poverty.

"Poverty is intricately tied to systemic discrimination on prohibited grounds and in turn gives rise to further stigmatization and discrimination. Recognizing poverty as a human rights issue and addressing its devastating effects on identified groups is a strategic priority and a firm commitment informing all aspects of the Commission's work."

OHRC Commissioner Bruce Porter

"While the passing of Bill 164 will not necessarily compel the Government in Ontario to take positive action to address the issues of poverty and homelessness, it will at least bring to the public attention that low income people are also human beings who deserve to be treated with equal respect. It may even help open the door to policy changes to help eliminate widespread societal discrimination against those who live on the margins."

Op-ed in the Toronto Star by Avvy Go, Chinese & Southeast Asian Legal Clinic, OHRC Community Advisory Group member; Debbie Douglas, Ontario Council of Agencies Serving Immigrants, OHRC Community Advisory Group member; and Shalini Konanur, South Asian Legal Clinic of Ontario.

The push to amend the *Code* to expand human rights protections

We have long called for social condition to be explicitly included as a ground of the *Code*. So has the United Nations. Their 2016 report on Canada's compliance with treaty obligations under the *International Covenant on Economic, Social and Cultural Rights* says all federal, provincial and territorial governments should have "social condition" in their human rights legislation.

Private Members Bill 164, Human Rights Code Amendment Act, 2017, introduced in the Ontario Legislature last fall, would do just that—add protection for social condition in the areas of employment, vocational associations (like unions), housing, services and contracts. The Bill defines social condition broadly to mean social or economic disadvantage resulting from employment status, source or level of income, housing status, including being homeless, level of education, or any other similar circumstance.

The Bill also included new protections for genetic characteristics, police records and immigration status—which can all be factors leading to poverty.

In October 2017, the OHRC released a statement supporting the Bill, as did many other community organizations such as the South Asian Legal Clinic of Ontario, the Chinese and Southeast Asian Legal Clinic, and the Ontario Council of Agencies Serving Immigrants.

The addition of social condition would significantly strengthen human rights protection for the most marginalized and vulnerable Ontarians. This change would also bring our province in line with other provinces, namely, Manitoba, New Brunswick, Northwest Territories, and Quebec.

However, Bill 164 did not go to a final vote before the Ontario spring election, so legislative change would have to wait. In the meantime, our 2017-22 Strategic Plan commits us to developing a policy on poverty and human rights. We're reaching out to individuals and groups, and invite all Ontarians to share their views and experiences.

"A better understanding of poverty

hopefully leads to better and new ways to engage and to learn from people who face systemic discrimination."

POVERTY: HEARING ABOUT THE LIVED REALITY FIRST HAND

In March 2018, OHRC staff and Commissioners spent three days learning about the lived reality of poverty from a variety of perspectives. This knowledge will help us as we intensify our efforts to deal with poverty as a human rights issue over the next few years. The training featured presentations from community groups and individuals with lived experience, and a role-playing exercise led by the United Way of Toronto and York region.

Staff and Commissioners said:

- "Even material that I was familiar with was framed/ presented in a way that was helpful because it came from a different perspective (e.g. lived experience)."
- "A better understanding of poverty hopefully leads to better and new ways to engage and to learn from people who face systemic discrimination."

SUPREME COURT OF CANADA SUPPORTS BROAD HUMAN RIGHTS PROTECTIONS IN EMPLOYMENT

On December 15, 2017, the Supreme Court of Canada issued its decision in *British Columbia Human Rights Tribunal v Schrenk*, a case in which the OHRC intervened in March 2017. In its decision, the Supreme Court confirmed that workers are protected against discrimination and harassment not just by supervisors but also by co-workers and subordinates.

The Court found that the BC Human Rights Code "prohibits discrimination against employees whenever that discrimination has a sufficient nexus with the employment context." The majority of the Court overturned a BC Court of Appeal decision and found that discrimination and harassment do not require that the perpetrator be in a position of authority, or be able to exercise economic control, over the victim. It said that one of the purposes of the Code is to protect employees from the indignity of discriminatory conduct. This positive outcome is consistent with, and reflects the points the OHRC made in our factum and oral argument.

This decision is significant because it emphasizes several foundational principles for human rights, and it leaves the door open for better protecting rights in a variety of situations in employment, housing, services, etc. With the trend towards less standard, more precarious employment relationships (particularly for marginalized people), measures to ensure that workers are not left without protection are vital in today's society.

"The law isn't fair, it's wrong and it should be repealed."

Gerry Williams speaks about his lived experience of poverty. Watch "Owing an unpayable debt" online.



SAFER STREETS – OR INESCAPABLE POVERTY?

At its heart, the *Human Rights Code* promotes human dignity and respect, social inclusion, and the ability to reach one's full potential—and many recent government steps support the goal of reducing poverty and ending chronic homelessness. But some Ontario laws—like the *Safe Streets Act*—are having the opposite effect.

In June 2017, Chief Commissioner Renu Mandhane wrote a letter to the Attorney General and spoke at a press conference calling on the government to repeal this act. Rather than promoting public safety, the *Safe Streets Act* criminalizes people for being poor. It perpetuates stigma against street involved and homeless people by portraying them as criminal, a nuisance or people appropriately feared by the rest of the public. It subjects them to greater police surveillance, fines and imprisonment.

Many people who are ticketed accumulate fines they are not in a position to pay. Some face imprisonment which, along with loss of liberty and other negative effects, results in the loss of their social assistance and potentially their housing. This unnecessary and disproportionate punishment creates additional barriers for an already disadvantaged group, especially when other laws exist to address conduct that raises legitimate public safety concerns.

The Safe Streets Act also poses barriers to people who wish to transition out of street involved life, because significant outstanding fines and/or records of conviction can prevent them from securing housing or employment or committing to mental health and/or addiction treatment.

The Safe Streets Act disproportionately affects people protected under the Ontario Human Rights Code and Canadian Charter of Rights and Freedoms who are either street involved or homeless. The Government itself has acknowledged this connection between poverty and membership in a Code-protected group in its Poverty Reduction Act.

Code-protected communities disproportionately experience poverty. In almost every city, First Nations, Métis and/or Inuit peoples, and persons with mental health disabilities and addictions are over-represented in the homeless population. Women, older persons, children and youth, transgender people and racialized communities face particular dynamics of marginalization. Often these grounds intersect to produce unique and compounded forms of discrimination, marginalization and poverty.

This law focuses on the symptoms of homelessness rather than on underlying causes such as the need for access to affordable housing, adequate income, education and employment opportunities and necessary supports for people dealing with mental health disabilities and addictions.

As a society, we must shift our focus from criminalization of homeless people to addressing the underlying causes of poverty. That's what a rights-based approach to poverty requires. And we will continue to call on the government to also follow this approach by repealing the *Safe Streets Act*.



STRATEGIC DIRECTION

Promote and strengthen a human rights culture in Ontario that encompasses both rights and responsibilities, with a special focus on educating children and youth and addressing systemic discrimination in our education system.

EDUCATION

While there have been some significant gains for people with disabilities in recent years, serious challenges to equality continue to exist throughout society—especially in education. So it's imperative that the OHRC continues to advance human rights related to disability in our schools.

Senior Policy Analyst Cherie Robertson provides an update on our work over the past year.



For many years, disability has been the most frequently cited ground of discrimination under the Ontario *Human Rights Code* in human rights claims made to the HRTO.

The Code guarantees the right to equal treatment in education, without discrimination on the ground of disability, as part of the protection for equal treatment in services. This protection applies to elementary and secondary schools, and colleges and universities, both public and private. But are these protections really having the desired effect? Are they meaningful for the thousands of children and youth who go to school each day?

Despite a highly regulated and complex education framework designed to address "special needs," a significant number of students with disabilities continue to face obstacles in their attempts to get an education in Ontario. In 2003, we published *The opportunity to succeed: Achieving barrier-free education for students with disabilities*, and followed this up with the 2004 *Guidelines on accessible education*, a comprehensive policy document that provided practical guidance to education providers and students on how to fulfil their duties and rights under the *Code*.

"Ensuring access and the human rights of students in Ontario's education system regardless of their disability-related requirements is indeed an investment in our shared future as a society."

OHRC Commissioner Rabia Khedr

Bringing down the barriers one at a time

Students with disabilities continue to face difficulties accessing services at all levels of the education system. Inadequate resources and supports in the classroom, long waiting lists for assessments, negative attitudes and stereotypes, physical inaccessibility, inappropriate requests for medical information, ineffective dispute resolution processes, and outright denial of disability-related accommodations are some of the barriers that many students with disabilities continue to experience.

In October 2017, we released a policy statement on "The duty to accommodate." Chief Commissioner Renu Mandhane followed this up with a piece in the Huffington Post entitled "Don't confuse accommodating mental health with lowering standards" that addressed misconceptions around accommodating students with mental health disabilities at colleges and universities.

Under the Accessibility for Ontarians with Disabilities Act, education providers, as both employers and service providers, are required to comply with accessibility standards set out in regulation. The Ontario government made this requirement even stronger when it announced a commitment to develop new accessibility standards for education in Ontario. In 2017, we joined the Office of the Provincial Advocate for Children and Youth and wrote to the Minister of Education, the Minister of Advanced Education and Skills Development, and the Minister Responsible for Accessibility, to offer our support in developing this standard to ensure that it reflects human rights principles and the responsibilities set out in the Code.

Guidelines updated, become policy

Barriers continue to impede students with disabilities in their quest for an education. That's why we decided to update our 2004 *Guidelines on accessible education*. The updated version, which will be called the *Policy on accessible education for students with disabilities*, will take into account current social science research, case law developments, legislation and international human rights obligations.

The policy, set for release in 2018, will maintain our positions in key areas relating to disability accommodation (for example, it will reaffirm the high standard of undue hardship). It will also address new and emerging issues in the area of disability and education (e.g. the duty of education providers, in certain circumstances, to inquire into whether a student has needs related to a disability, and to offer assistance and accommodation, even if the student has not made a specific accommodation request). It will feature detailed guidance to students and education providers about their rights and responsibilities under the *Code*.

Education is one of our strategic priorities at the OHRC, and making sure students with disabilities have an opportunity to succeed will continue to be an important part of that priority. That's why, alongside the release of the report, we will also issue recommendations to responsible parties to ensure equal access to education for students with disabilities.

A higher proportion of Indigenous people age 25 to 34 (20%) have no educational certificate, diploma or degree compared to non-Indigenous people (7.3%).

ADDRESSING THE UNIQUE NEEDS OF FIRST NATIONS STUDENTS WITH DISABILITIES

In November 2017, our Chief Commissioner wrote to the Minister of Education to highlight the unique needs of First Nations students with disabilities, particularly relating to Ontario's role in First Nations special education. Our letter supported the concerns raised by, and the recommendations included in, the May 2017 Ontario First Nations Special Education Review Report. Among other things, this report identified serious human rights concerns with Ontario's approach to First Nations children with special education needs attending provincial schools, and off-reserve First Nations students who wish to attend First Nations schools. Concerns included inequitable access to special education funding that directly affects the services available to First Nations children with special needs.

POST-SECONDARY EDUCATION AND MENTAL HEALTH — WITH LEARNING IN MIND

In 2016, we wrote to public colleges and universities in Ontario asking them to report on what steps they were taking to reduce systemic barriers for students with mental health disabilities. This inquiry led to our report, With learning in mind: Inquiry report on systemic barriers to academic accommodation for post-secondary students with mental health disabilities. Released in April 2017, the report describes the systemic barriers we identified, the modifications to post-secondary institutions' policies and procedures we requested, and the institutions' self-reported progress in implementing the changes.

In January 2018, we wrote to the University of Toronto to express concerns that its proposed University-Mandated Leave of Absence Policy may result in discrimination based on mental health disability. The policy includes an option to place students with mental health issues on leave, losing access to education,

student services and housing. We were concerned that by taking these steps the university might not be meeting its legal duty to accommodate to the point of undue hardship. At its meeting in January 2018, the University Affairs Board acknowledged our concerns and put the policy on hold pending further consideration of its human rights implications.

SHOWCASING STUDENT LEADERSHIP

For the second year, we were pleased to present OHRC Human Rights Awards to students at Heritage Fairs. The Ontario Heritage Fair Association brings together students from grades 4 to 10 to learn and prepare projects that promote Ontario and Canadian history and heritage.

DATA SHOWS ACHIEVEMENT GAP FOR INDIGENOUS AND RACIALIZED ADULTS

2016 Census data shows a concerning achievement gap based on Indigenous identity and race. A higher proportion of Indigenous people age 25 to 34 (20%) have no educational certificate, diploma or degree compared to non-Indigenous people (7.3%). Only half of this Indigenous group (53%) has employment income, compared to 67.4% of non-Indigenous people. This Indigenous group also has a lower median employment income (\$14,769) compared to non-Indigenous people (\$22,720).

An achievement gap also exists when comparing racialized people age 25 to 34 with their non-racialized counterparts when looking at no educational certificate, diploma or degree (8.2% vs. 6.6% for non-racialized people), having employment income (63.9% vs. 67.2%), and median employment income (\$18,597 vs. \$23,849).



Over the coming years, the OHRC will focus on building and improving capacity in the following areas: leadership voice; our people; our relationships; evidence-informed approaches; practical guidance and solutions.

FOUNDATIONAL STRENGTHS

Our People

A CONVERSATION
WITH EXECUTIVE DIRECTOR
AND CHIEF LEGAL COUNSEL
DIANNE CARTER

1

The OHRC considers the vision of its Commissioners and the expertise of its staff as foundational strengths—and an ongoing challenge is to lead and prepare staff to bring the vision to life. What steps is the OHRC taking to enable and inspire staff to do this?

One of the foundational strengths identified in our Strategic Plan is "our people." To meet the ambitious plans we have made, we need to have an engaged staff that is well informed and equipped with the tools to help us succeed. We can't achieve our objectives without our people.

Our management team has committed to strengthening our workplace culture and environment to enhance personal and organizational well-being and connectedness, and we have taken several steps to do this. For example, we have set up an OHRC-wide education and training plan for staff and Commissioners, to help us collectively gain substantive knowledge about our strategic priority areas. To foster, value, and recognize the importance of teamwork, we established Interdisciplinary Teams in our four priority areas, allowing people from across the OHRC to share

information and expertise and to work collaboratively. It's also important to balance the critical work we do with some fun. So we also have an "Internal Fun Team" that creates opportunities for us to get together informally for everything from pot luck lunches to lunchtime yoga, to lunch-and-learn events. The staff team also enthusiastically got involved in United Way events ranging from a pizza lunch to climbing the CN Tower!

2

What do you think was the OHRC's biggest success?

Our Strategic Plan establishes four strategic priorities. Our effective implementation of the plan and consistent focus on priorities allowed us to achieve significant gains in advancing human rights in corrections and policing. It is often the case that strategic plans sit on the shelf and never turn into action. There are myriad human rights issues that call for action, but we have been disciplined in ensuring that our operational plan connects to results in our areas of strategic priority. At the same time, we have been responsive to emerging human rights issues.



3

How is the OHRC working to meet rising public demands in an era of tight budgets and growing accountability expectations?

We have been able to extend our reach in several ways. We have used traditional and social media to frame issues such as solitary confinement as human rights concerns. Our Chief Commissioner and staff have travelled the province to provide human rights training and to listen to community concerns—extending our reach beyond our offices in downtown Toronto. Perhaps most importantly, we have established what we hope will be enduring community partnerships. With those partnerships we have been able to consult to understand their perspectives, and work collaboratively on various initiatives.

4

Last year, you received an Ontario Human Rights Sheroes award from A Different Booklist Cultural Centre. Can you talk about what this meant to you?

I am grateful for the opportunity to do such meaningful work with a committed and competent staff team, with the guidance of our Commissioners, and with a Chief Commissioner who continues to demonstrate courage and leadership. The work to effect systemic change to address racism—which has been a persistent problem for generations—is slow and success doesn't happen overnight. Being recognized with this award inspires me to continue.

"Our effective implementation of the Strategic Plan and consistent focus on priorities allowed us to achieve significant gains in advancing human rights."

"Cross-appointments at the governance level are proving to be an effective mechanism to coordinate the work of the OHRC and the HRLSC—two organizations with unique yet complementary mandates."

OHRC Commissioner Mary Gusella, cross-appointed to the HRLSC Board of Directors (along with OHRC Commissioner Karen Drake)

FORMALIZING OUR PARTNERSHIP WITH THE HUMAN RIGHTS LEGAL SUPPORT CENTRE

In March 2018, we were pleased to finalize a formal Memorandum of Understanding with our valued allies at the HRLSC. This agreement is a commitment to share and coordinate our efforts to advance human rights in Ontario. Features include: holding regular meetings at several levels; advising each other of relevant legal proceedings; coordinating case information to help OHRC policies reflect lived experience; following a communication protocol; exploring joint opportunities for public outreach; sharing our strategic plans; looking for opportunities for joint training; and sharing statistics. We are planning a celebration that will bring our leaders and staff together to mark our renewed relationship and shared successes—especially as the HRLSC celebrates its 10th anniversary in 2018!

OUR RELATIONSHIPS: LISTENING, UNDERSTANDING, LEVERAGING #OHRCOMMUNITY

To be effective as a human rights organization, the OHRC has to be driven by the lived experiences and expertise of the many communities we serve across Ontario. But how do we make sure we do this in a meaningful and structured way? Janina Fogels, Executive Advisor to the Chief Commissioner, explains the plan for the OHRC's Community Advisory Group...

For two days last November, 50 community leaders squeezed into our boardroom to establish a framework to share information, identify and discuss current human rights issues, slow-burning and urgent. Advocates, directors, activists, academics and policy analysts networked to enrich understanding of the environmental factors and some of the critical emerging issues relevant to our work. We all committed to work together to advance human rights in Ontario. And there was cake.

Our overarching goal in bringing together a community advisory group is to get genuine, ground-level feedback on our work, and to create durable relationships that can be leveraged in both an ad hoc and structured basis throughout the year.

It starts with earning trust

The OHRC is a mainstream government institution with over 50 years of history. We know that trust can be earned, and also lost. We've come to understand that trust is earned by understanding in a profound way the experiences of people who face human rights issues and the perspectives of people who advocate for them—listening to new voices and benefitting from the wisdom of people who have tackled systemic injustice and crises over time.

"The OHRC is incredibly well positioned to build a robust culture of human rights accountability and to deliver systemic change."

Janina Fogels, Executive Advisor to the Chief Commissioner

Ultimately, human rights supporters and advocates absolutely have divergent views about when and what kind of advocacy is most effective—together, apart, collaborate, overturn. But identifying individuals with overlapping goals and similar projects guides the OHRC to use our authority is a way that is responsible, effective and accountable. The members help us use our leadership voice in a clear, relevant and bold way.

Building a robust culture of accountability

As one part of Ontario's direct-access human rights model, the OHRC is incredibly well positioned to build a robust culture of human rights accountability and to deliver systemic change. Our policy, legal, education and communication teams need to be right on top of emerging human rights issues. We want to be thinking progressively about political trends. The best way to do this is to be open to hearing from the members of communities across Ontario who are immersed in our four areas of focus and working in reconciliation, the criminal justice system, and on poverty and education.

Community Advisory Group members encouraged us to make sure that their participation was impactful. We heard that working together means including transparent report-back mechanisms, the opportunity to provide relevant insights, and serious consideration of feedback and recommendations received.

We made commitments

The OHRC made several commitments to our Community Advisory Group members after our inaugural Summit, including to:

- Publicly release a report on the Summit
- Reflect members' feedback in the OHRC's Business Plan, Annual Report, and other OHRC documents
- Provide members with information about how to bring forward ideas for consideration by the OHRC, and create additional opportunities for community members to provide feedback to us on our programs and initiatives
- Provide members with advance notice of public communications and offer technical briefings
- Provide members with introductory human rights training, including the role, mandate and governance of the OHRC, in advance of the next summit
- Develop the next summit agenda in consultation with CAG members, especially and including Indigenous members and members who require accommodation.

Read *Communities for Change*, our report on our first Annual Summit and our Community Engagement Strategy, online.



JEEWAN CHANICKA @JEEWANC

Absolutely an amazing day with so many civic leaders at the @OntHumanRights Community Advisory Group #OHRCommunity UPPALA CHANDRASEKERA @UPPALAC

Honoured to be part of Ontario Human Rights Commission's Community Advisory Group! Thank you @OntHumanRights for engaging all of us in your important work! @CMHAOntario @MHCC_#OHRCommunity MOJDEH COX @MOJDEHCOX

I'm pleased to know that @OntHumanRights is committed to monitoring and reporting on the state of human rights in Ontario using data AND other evidence-informed approaches. #OHRCommunity

A public opinion survey is a benchmark of insights

into attitudes that may be at the root of persistent inequality and discrimination in our society.

EVIDENCE-BASED APPROACHES: OHRC TAKES THE PULSE ON HUMAN RIGHTS IN ONTARIO

Living in Ontario means that many of us interact with diverse people every day. Neighbours, work colleagues, fellow students, staff at local shops and restaurants—have you ever wondered about the discrimination they might experience for reasons like their skin colour, gender identity, sexual orientation, disability, or religious clothing? Or how people feel about you for these same reasons? Senior Policy Analyst Jeff Poirier reports on what we found when we asked these questions and more...

Part of our mandate at the OHRC is to report on the state of human rights in Ontario. This past year, we took a new approach by commissioning a public opinion survey. Our report, *Taking the Pulse*, was released last December to mark International Human Rights Day.

We wanted to get a snapshot of what people know about human rights, and their attitudes—positive and negative—towards groups protected under the *Human Rights Code*. We also asked about people's personal experiences with discrimination. And we know it's important to understand the perspectives of people we don't always encounter in our day-to-day work, which this survey helped us to do.

We organized the findings to line up with the four focus areas in the OHRC's Strategic Plan. And certain themes emerged that will help us as we continue along our plan. For example, the results showed that negative stereotypes persist towards certain groups like Indigenous peoples, Muslim and Arab people, other racialized communities, and people in receipt of social assistance. People who experience discrimination don't often report it to the organization where it happens. But the vast majority agrees that human rights education in schools is vital if things are going to change.

A public opinion survey is a benchmark into attitudes that may be at the root of persistent inequality and discrimination in our society. We hope our survey and report will help government, researchers and community groups to broaden public understanding of human rights. The report, tables and survey data are available online.

51

Survey Highlights

89%

A vast majority agreed that students should learn more about human rights in school

73%

A majority supported allowing transgender students to access washrooms based on their lived identity

71%

A majority supported providing prayer space for students who require it

70%

A higher proportion of Indigenous respondents (70% vs. 49% of all respondents) said they experienced some form of discrimination in the past five years

66%

Two-thirds of survey respondents thought that discrimination was at least somewhat of a problem in Ontario

63%

A majority (63%) believe race or colour to be one of the most common reasons why people experience discrimination, followed by sexual orientation (34%), disability (25%), and creed or religion (24%)

48%

Almost half kept their experience of discrimination to themselves; only 14% said they complained to someone in the organization where it happened

45%

45% of respondents who experienced discrimination or harassment in the past five years said it happened at work, 42% said it happened in a public place (i.e. outside the jurisdiction of the Code), 16% in a shop or restaurant, and 12% at school

35%

Only around 35% were at least somewhat familiar with Indigenous rights and the impact of colonialism on Indigenous peoples

"The existence of racism isn't an idea

to be debated—it is a lived reality."

Chief Commissioner Renu Mandhane at the Standing Committee on Canadian Heritage, on M-103, September 2017.

LEADERSHIP VOICE: MOVING PAST DEFINING RACISM—TO ENDING IT

In September 2017, Chief Commissioner Renu Mandhane made a presentation to the Standing Committee on Canadian Heritage, on M-103, a federal government motion on systemic racism and religious discrimination. Here are some excerpts...

Every day, people tell me about their experiences of discrimination. For them the existence of racism isn't an idea to be debated—it is a lived reality.

Since 9/11, we have seen a rise in discrimination against Muslim people or people perceived to be Muslim. We have heard concern that the term "Islamophobia" is vague and that it could be interpreted to include any criticism of the Muslim faith.

In our *Policy on preventing discrimination based on creed*, we define Islamophobia as "racism, stereotypes, prejudice, fear or acts of hostility directed towards individual Muslims or followers of Islam in general." We have used this definition for many years without controversy. This is a straightforward definition that is completely in line with other terms we routinely use in human rights law, such as anti-Black racism, anti-Semitism, or transphobia.

Beyond individual acts of intolerance, Islamophobia can lead to viewing and treating Muslims as a greater security threat on an institutional, systemic and societal level.

Stereotypes of Muslims as a threat to security or Canadian values have been particularly pronounced, and have contributed to a hybrid of racial and religious profiling. From the OHRC's perspective, it is vital for our leaders to recognize the ideological foundations of hate and discrimination and to name this in a clear fashion. That's why it is important to call out Islamophobia, anti-Black racism, anti-Semitism and anti-Indigenous racism.

[T]he Government can and must lead — by calling out racism, and putting policies and programs in place to send a strong, consistent message that racism and Islamophobia are damaging to individuals, communities, and ultimately to all of us who wish to live in peace and harmony.

The Government of Canada must continue to unequivocally call out Islamophobia, anti-Semitism, anti-Black racism, and anti-Indigenous racism. Second, it needs to establish and appropriately fund anti-hate and anti-racism initiatives and programs. Third, the Government must take concrete steps to identify and eliminate systemic discrimination, including mandating the collection of human rights-based data across government services.

For over 20 years the Government has required federal departments to conduct gender-based impact analysis. So our final recommendation is to require impact analysis based on race.

Let's give the world more of the Canada that we all aspire to, one where everyone's human rights are a lived reality. And let us not be hobbled in our efforts by those who are more concerned with defining racism than ending it.

"Anti-racism has been at the heart of our work

from our beginning and we have long called for broader anti-racism efforts from government and its agencies."

RENEWING AN ANTI-RACISM FOCUS IN GOVERNMENT

In a May 2017 submission to the Standing Committee on General Government, the OHRC welcomed *Bill 114, An Act to Provide for Anti-Racism Measures,* which was ultimately enacted later in the year as the *Anti-Racism Act*. Anti-racism has been at the heart of our work from our beginning and we have long called for broader anti-racism efforts from government and its agencies.

We are pleased to see legislation that binds the government to a sustained commitment to anti-racism and includes several key anti-racism measures. These include a measurable anti-racism strategy with targets and indicators; applying an anti-racism lens in developing, implementing and evaluating government policies; and race-based data collection, analysis and reporting.

We are also pleased to see that "A Better Way Forward," Ontario's 3-year Anti-Racism Strategic Plan recognizes intersectional aspects of racism and discrimination, and contains initiatives that target systemic forms of racism that affect many racialized groups. It also responds to a troubling increase in levels of antisemitism and Islamophobia in society.

While the anti-racism framework established in the Bill is a positive step forward, the OHRC recommends that the government take further steps to make sure the framework improves the daily lives of racialized people across Ontario.

We continue to call on the government to make disaggregated race-based data collection mandatory, as soon as possible. We also call on the government to address any issues that are revealed by the data.

The Anti-Racism Act is a good starting point for identifying systemic racial discrimination. But it can only bring real change on the ground when it results in action. That's the challenge in the years ahead.

"Ontario is home to 611,000 Francophones, of whom 10% are visible minorities. I congratulate the OHRC for its commitment towards understanding the historical and socio-demographic make-up of the diverse Francophone communities. While there has been significant progress in respecting the two official languages, there is still a need for greater education and awareness for all Ontarians."

OHRC Commissioner Léonie Tchatat

CHANGING DATA COLLECTION FROM "CAN DO" TO "MUST DO"

In September 2017, we wrote to the Hon. Michael Coteau, Minister Responsible for Anti-Racism, about the need to make mandatory the data collection initiatives outlined in the Anti-Racism Act. We urged the government to implement a regulation that requires public sector organizations to collect, analyze and report on race-based data. In particular, we called on the government to set regulations that require public sector organizations, including health care, corrections, law enforcement, education, and child welfare organizations, to collect, analyze and report publically on race-based data. The regulation must outline the specific data that should be collected in each of these sectors, which will require consultation with the respective ministry or public sector organization, community and advocacy groups, the Information and Privacy Commissioner of Ontario, and the OHRC.

The regulation was passed in April 2018, and we are currently reviewing it.

CONNECTING FRENCH-LANGUAGE MINORITY RIGHTS AND THE CODE

In June 2017, the OHRC released a policy statement explaining the relationship between the Ontario *Human Rights Code*, language-based discrimination and French-language minority rights under other laws. The statement offers an overview of the forms of discrimination based on language in association with grounds protected under the *Code*.

It also reflects concerns about differential treatment experienced by Francophone groups, including racialized Francophone communities. The statement aims to promote respect for the inherent dignity of Franco-Ontarians and their full participation in society without discrimination based on *Code* grounds related to language.

"An absolutely wonderful and necessary event!

We need more of these discussions more often!"

Participant from the Taking it Local human rights event in London, Ontario

PRACTICAL GUIDANCE: BUILDING A CULTURE OF HUMAN RIGHTS ACCOUNTABILITY

Human rights education is a good investment. When people know their rights and responsibilities, we avoid unnecessary applications to the HRTO.

In 2017-18, the OHRC took part in or led over 67 training sessions, attended by over 7,000 people.

Examples include:

- Canadian Centre for Gender and Sexual Diversity: panel on LGBTQ employment and the law
- Muslim Council of Peel: workshop—overview of human rights and emerging trends affecting the Muslim community
- Ontario Association of Police Service Boards: speech on human rights and policing—creating and sustaining organizational change
- Human Resources Professionals Association: workshop on accommodating employees with disabilities
- Ministry of Health and Long-term Care: presentation on environmentally-linked illness and disability
- York Region District School Board: workshop on human rights compliance
- Durham Region Training Day: variety of current human rights issues ranging from treaty rights to disability and the duty to accommodate
- Taking it Local London: full-day training on current human rights issues ranging from systemic discrimination to preventing sexual and gender-based harassment.

Chief Commissioner Renu Mandhane made 41 speeches (including two via video) at sessions across Ontario, attended by over 5,200 people. Highlights include:

- Halton Poverty Roundtable, Oakville, keynote address
- Forum of Canadian Ombudsman (FCO) and Association of College and University Ombudspersons Conference, Ottawa, panel presentation
- Ontario Principals' Council, Mississauga, keynote address
- Chiefs of Ontario, Lac Seul First Nation, via video.

Durham Region Training Day strikes the right chord

The Women's Multicultural Resource & Counselling Centre wrote:

"It was a remarkable day on Thursday, April 27th, 2017 in Durham Region. It was a history in the making. The Region received about 200 guests from within and outside the Region for this conference. "Take It Local," Human Rights Training Day in Durham Region was an initiative orchestrated by the Women's Multicultural Resource and Counselling Centre of Durham (WMRCC). The event was held at the Trent University, Oshawa Campus. This training was in partnership with the Trent University and the Regional Municipality of Durham Region, with the Chief Commissioner, and the staff of the OHRC, delivering the training."

What people had to say about Taking it Local London

"An absolutely wonderful and necessary event!
We need more of these discussions more often!"

"[OHRC Commissioner] Maurice Switzer was informative, engaging and inspiring—I could listen to him all day."

"I'd like to see a focus on police, courts and corrections—as a criminal defense lawyer I see issues every day and want to be armed with information and the ability to do something concrete."

"I'd like to learn more about how to be an appropriate/effective 'ally.'"

"The Commission's new eLearning program is a great resource for identifying and addressing racism. Every member of the Ontario Public Service will have the opportunity to access this training as part of our internal Anti-Racism Policy. By tackling systemic racism head-on, we can achieve our goal of building a more inclusive, equitable and respectful workplace."

Steve Orsini, Head of the Ontario Public Service

#CALLITOUT: NEW ELEARNING PROMOTES ANTI-RACISM EDUCATION AND INCLUSION IN ONTARIO

On March 21, 2018, we celebrated the International Day for the Elimination of Racial Discrimination by launching *Call It Out*. This new interactive eLearning program is a tool designed to raise awareness of the history and impact of racism and racial discrimination and to promote a culture of human rights in Ontario.

Call It Out is based on the OHRC's Policy and guidelines on racism and racial discrimination, which focuses on practical examples and encourages dialogue around exclusion, discrimination and harassment based on race.

The eLearning program is also an effective workplace resource, designed to complement employers' existing diversity and inclusion training programs. Plans are underway to roll this training out to 60,000 employees of the Ontario Public Service.



TEACHING NEWCOMERS ABOUT HUMAN RIGHTS

In 2017, we launched a new video series, <u>Human rights and newcomers</u>. These short videos were created to assist Syrian refugees by providing a basic overview of human rights in Ontario. Of course, the videos can help all newcomers, support agencies and the public learn about their rights and responsibilities under Ontario's <u>Human Rights Code</u>. The short videos are also available in English and French, and also with Arabic subtitles:

- Racial harassment
- Housing is a human right
- Discrimination based on creed
- Removing the "Canadian experience" barrier.



2017-18 FINANCIAL SUMMARY

(April 1, 2017 to March 31, 2018)

(\$'000)	2017-18 Printed Estimates	Revised Budget March 31, 2018	Actual Expenditures March 31, 2018	2017-18 Variance Revised \$	
SALARIES & WAGES	4,682.1	3,893.6	3,876.8	16.8	0.43%
BENEFITS	362.2	481.4	488.0	-6.6	-1.38%
OTHER DIRECT OPERATING EXPENSES (ODOE)	517.9	931.0	898.8	32.2	3.46%
TOTAL EXPENSES	5,562.2	5,306.0	5,263.6	42.4	0.80%

INVESTMENTS for tomorrow

As we enter year two of our five-year Strategic Plan, we are focused on these outcomes:

RECONCILIATION

- Binding commitment to effectively implement the UN Declaration on the Rights of Indigenous Peoples
- Implementation and monitoring of the Truth and Reconciliation Commission's Calls to Action

CRIMINAL JUSTICE

- Accountability for racial profiling and effective strategies to end it
- Timely implementation of the Correctional Services and Reintegration Act at all provincial correctional facilities

POVERTY

- Adoption of a human rights-based approach to poverty reduction and homelessness
- Prohibition of discrimination based on "social condition" in Ontario's Human Rights Code

EDUCATION

- Inclusive and accessible education for children with disabilities
- Schools that teach children about human rights and responsibilities

FOUNDATIONAL STRENGTHS

- Mandatory human rights-based data collection in key sectors, including policing, corrections, education, child welfare and health
- Leadership on critical and emerging human rights issues

IMPACT TODAY,
INVESTMENT FOR TOMORROW

Published by the Ontario Human Rights Commission

© 2018, Government of Ontario ISSN: 0702-0358

Disponible en français

EDITOR Rosemary Bennett

CONTRIBUTING
WRITERS
Dianne Carter
Insiya Essajee
Nika Farahani
Janina Fogels
Sunil Gurmukh
Matthew Horner
Anya Kater
Reema Khawja
Renu Mandhane
Jeff Poirier

Cherie Robertson Rita Samson

MANAGING PRODUCER Vanessa Tamburro

CONCEPT & DESIGN HM&E Design Communications **PHOTOGRAPHY**

Rosemary Bennett Rafaela Biazi (cover) Michelle-Andrea Girouard Paul Lantz

Vanessa Tamburro
VIDEO EDITOR

Richard Fouchaux

DISTRIBUTIONAlicia Carr

CONTRIBUTORS Lyndsey Fonger Alicia A. Pereira

OHRC staff photos featured in opening spreads.

Published by the Ontario Human Rights Commission Province of Ontario, Toronto, Canada

@2018, Government of Ontario ISSN: 0702-0358

Disponible en français

www.ohrc.on.ca | @OntHumanRights







STRATEGIC PLAN

PUTTING PEOPLE AND THEIR RIGHTS AT THE CENTRE

Building Human Rights Accountability

2017 - 2022



Contents

Chief Commissioner's message: Human rights at the crossroads	2
Introduction	5
Vision and mission	8
Values	9
The role of the Strategic Plan	10
Strategic focus areas	11
Embody human rights through reconciliation	13
Enforce human rights in the criminal justice system	15
Advance human rights by addressing poverty	18
Promote a human rights culture through education	20
Our foundational strengths	22
Leadership voice	22
Our people	23
Our relationships	23
Evidence-informed approaches	24
Practical guidance and solutions	25
Appendix: Stakeholder organizations consulted	26

Chief Commissioner's message Human rights at the crossroads

Extensive conversations with nearly 300 people representing over 80 organizations have strengthened the Ontario Human Rights Commission's (OHRC) resolve to promote and enforce human rights, engage in relationships that embody dignity and respect, and create a culture of human rights compliance and accountability across Ontario.

I am consistently amazed by how many people are personally invested in the work of the OHRC and care deeply about our success. They encouraged us to use our unique mandate to address anti-Black racism, Indigenous reconciliation, Islamophobia, the rights of children and youth, and persistent discrimination in employment and in the criminal justice system. They implored us to get at the root of much of today's inequality: the ever-present risk of poverty faced by people with disabilities, people with diverse gender identities, and many others the *Code* is meant to protect.

Throughout our discussions, another broader theme also emerged: a sense that we are at a crossroads, a point where our society must make crucial decisions that will have far-reaching consequences for the human rights landscape going forward. As our society becomes even more diverse, the lived reality of people with privilege and power is easily contrasted against people who continually find themselves on the margins. In 2016, the voices of people who were once silent (or silenced) have grown louder in their demands for a most just society – and not tomorrow or sometime in the future, but *today*.

The central question, then, is whether human rights are the starting point to inform all public policy choices, or whether they are dispensable when they conflict with the majority's will or with other competing priorities or values. The answer is at the heart of broader social movements focused on anti-Black racism, Indigenous reconciliation, Trans rights, workers' rights, rights for people with disabilities, and sexual violence and women's equality.

This Strategic Plan positions the OHRC in this crossroads moment: as a leadership voice on critical and emerging human rights issues, and as an institution that will use its functions and powers to make sure that people and their human rights are at the very centre of the decisions we make as a society.

The OHRC's role is to expose and address forms of discrimination that are rarely subject to adjudication. This plan reflects my personal belief that, when dealing with systemic discrimination, progress is more likely if we isolate social systems where even small shifts in the landscape can have big ripple-out effects, and then use the breadth of our functions and powers to effect change in those priority areas. The laws of physics apply: the most stagnant and complex systems often need the biggest push if we want to see progress towards substantive equality.

Through a focus on reconciliation, the criminal justice system, poverty and education, we will address the discriminatory impacts of broader systems of colonialism, state power, resource allocation, and enculturation – which cause nearly all *Code*-protected groups, especially those with intersectional identities, to be marginalized and to have their disadvantage exacerbated or perpetuated. Overwhelmingly, though, people told us that they were less concerned about what we chose to prioritize and more interested in *how* we did our work to make sure that the OHRC has a measurable impact on the human rights landscape. As one Commissioner so aptly put it, "a rising tide lifts all boats."

So, beyond our substantive areas of focus, we will aspire to be transformative in our approach. We will focus on our people, our community, developing evidence-informed approaches, and delivering practical advice. Perhaps most importantly, we will continue to be a leadership voice across the full range of issues that fall within our mandate, and will retain capacity to address critical and emerging issues across all *Code* grounds and social areas. These foundational strengths are the core – they will allow us to grow, learn, reflect and work towards our vision of an inclusive society where everyone takes responsibility for promoting and protecting human rights; where everyone is valued and treated with equal dignity and respect; and where everyone's human rights are a lived reality.

Our society has come to a fork in the road: a moment where decisions must be made about the core values that should drive social policy into the future. In this pivotal moment, my conversations across the province confirm that Ontarians have big ideas and favour bold approaches to address persistent human rights problems. The OHRC must engage the public and empower people as accountability agents. We know that our work has the most impact when we amplify the voices of the most marginalized people, and when the public echoes our human rights message and demands action. Together we can create a society where promoting, protecting and being accountable for human rights is everyone's responsibility.

Sincerely,

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

Introduction

The Ontario Human Rights Commission (OHRC) was established as an arm's length agency of government in 1961 to prevent discrimination and to promote and advance human rights in Ontario. The OHRC is one pillar of Ontario's human rights system, alongside the Human Rights Tribunal of Ontario (HRTO) and the Human Rights Legal Support Centre (HRLSC).

Under the Ontario *Human Rights Code* (the *Code*), the OHRC has a broad statutory mandate to promote, protect and advance respect for human rights, and to identify and promote the elimination of discriminatory practices. The OHRC works in many different ways to fulfill this mandate, including through education, policy development, public inquiries and litigation.

Ontario's human rights system – and the OHRC's particular role within it – is unique. Fundamentally, the OHRC is tasked with challenging persistent inequality in society. Our mandate places a particular emphasis on addressing systemic discrimination, which refers to patterns of behaviour, policies and/or practices that are part of the social or administrative structure of an organization, and that create or perpetuate a position of relative disadvantage for persons protected by the *Code*.

In many ways, Ontario's statutory model recognizes the complexity of the real, intersecting dynamics and cross-cutting systems that drive and sustain systemic discrimination. It recognizes that multi-dimensional strategies, beyond litigating individual cases, are necessary to unseat entrenched systems and behaviours that perpetuate discrimination. The OHRC's statutory mandate empowers us to pursue truly systemic solutions in the public interest.

Because the OHRC's mandate is unique, it is important for us to exercise that mandate in the most effective and efficient way. This requires us to not only monitor and respond to critical and emerging issues, but to also consider those priority areas where proactive and sustained work can have an impact in the current climate.

It is almost a decade since Ontario shifted to a direct-access system for human rights adjudication and the OHRC received a renewed mandate to focus on systemic discrimination. We have learned a lot since 2008. With that knowledge, we are now well positioned to embark on a bold new vision for our work that will continue to deliver real systemic change to make human rights a practical reality. We are also well positioned to build a robust culture of human rights accountability.

Shifting entrenched systemic discrimination takes time and sustained effort. While we have had many successes over the past few years, we know more needs to be done to achieve human rights for all. Following many months of broad community consultation and reflection, we recognize that, as a society, we are at a crossroads.

The Truth and Reconciliation Commission process and its Final Report have marked a historic turning point, spurring our collective efforts towards reconciliation with First Nations, Inuit and Métis peoples (Indigenous peoples) to address the legacy of colonialism. Momentum and visibility are also growing through movements focused on anti-Black racism, disability rights, Trans rights, the rights of precariously employed workers, sexual violence and women's equality. At the same time, globally and domestically, we are seeing the rise of overt racism, violence and xenophobia. Society is becoming increasingly polarized.

In light of our statutory mandate and unique ability to straddle the community and government, the OHRC is uniquely positioned to play an important role in bringing communities together to safeguard human rights. In putting forward a new set of strategic focus areas, we have an opportunity to address critical human rights

issues, particularly those that are affecting the most marginalized and vulnerable members of our communities. And we are excited to bring regular community engagement more closely into our work, to make sure that we understand and reflect the lived-experience of the diverse people of Ontario in everything we do.

Today, we commit to a new chapter in this work and we are pleased to share our Strategic Plan. The decisions we have made are deliberate and the actions we will take over the next five years are intended to effect systemic change and usher in a new era of human rights in Ontario.

Vision and mission

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

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

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

Values

We believe that lasting and systemic change requires sustained and courageous action informed by our foundational values.

We commit to embodying the following in all of our work and ways of working:

• Respectful, engaged, trusting and collaborative relationships
We will engage in respectful, trusting and collaborative relationships, and
put the lived-experience of people at the centre of our work.

• Transformative approaches

We will be courageous, persistent, creative and innovative in pursuing systemic change and real impact.

Integrity

We will be principled and independent in advancing and securing substantive equality.

Accountability

We will be transparent and accountable to the people of Ontario both in terms of the pursuit of our mandate and the use of our resources.

The role of the Strategic Plan

As an independent agency of government, the OHRC is entrusted by the public to provide leadership in promoting and enforcing human rights in Ontario. We are guided by the *Code* in all of our work. To fulfill this mandate, the OHRC will continue to provide timely and principled guidance on critical and emerging human rights issues. However, shifting systemic discrimination also requires proactive planning and long-term, sustained and focused effort. At this moment, we recognize that there are critical human rights issues to address and opportunities to seize, to make effective systemic change that will affect multiple communities and areas of social interaction.

This Strategic Plan provides the framework for 2017 – 2022. It lays out our proactive areas of focus for the coming five years. It is geared toward achieving results and creating an environment that encourages and supports a commitment to human rights accountability in our community. This Strategic Plan allows for developing, each year, a focused list of valid, necessary and measurable actions that advance the OHRC towards results. Internally, it provides the basis for more detailed operational plans to make sure that all organizational activities connect to results.

The OHRC's statutory role will always require it to engage with the breadth of its mandate that encompasses all protected grounds and social areas under the *Code*. In setting out this Strategic Plan, the OHRC will not, and cannot, abandon that broad statutory mandate. The OHRC will reserve capacity to ensure that it continues to exercise its leadership voice to foster understanding of critical and emerging human rights issues, to support others by amplifying their concerns, and to educate. However, this Strategic Plan signals a shift towards planned action and a results-oriented approach. In all parts of our mandate, we will be strategic and highly focused in determining how we exercise the range of our functions and powers. Our foundational strengths, which are highlighted in this Plan, will inform how we do all of our work.

Strategic focus areas

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

• Reconciliation

Embody human rights by engaging in sustained trusting relationships with Indigenous communities that are built on dignity and respect, and by working to advance reconciliation and substantive equality.

Criminal justice system

Enforce human rights and reduce systemic discrimination by seeking accountability in the criminal justice system.

Poverty

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

Education

Promote and strengthen a human rights culture in Ontario that encompasses both rights and responsibilities, with a special focus on educating children and youth and addressing systemic discrimination in our education system.

We believe that having an impact in these substantive areas of focus requires that we recognize and reinforce our foundational strengths.

Over the coming five years, the OHRC will focus on building and improving capacity in the following five areas:

Leadership voice

We will be a leadership voice on human rights. We will communicate in a clear and timely way. We will retain capacity to respond strategically to critical and emerging issues across all *Code* grounds and social areas.

Our people

We value our people. We will strengthen our organizational culture to foster collaboration, support the achievement of goals, and embody human rights best practices.

Our relationships

We will build and sustain strategic relationships with a broad range of individuals, groups, organizations and institutions, with a particular focus on regular community engagement and collaboration with the Human Rights Legal Support Centre and Human Rights Tribunal of Ontario.

• Evidence-informed approaches

We will monitor and assess human rights in Ontario using qualitative and quantitative data, and information from international and regional human rights bodies. We will evaluate the effectiveness and impact of our work.

Practical guidance and solutions

We will provide practical guidance that turns human rights policies into practice.

Embody human rights through reconciliation

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

We believe a commitment to reconciliation and the vital process of healing, empowerment and self-governance for Indigenous peoples is of utmost importance and a priority for our collective future.

The OHRC has an important role to play in building a vision of human rights that reconciles with Indigenous cultures, laws, treaties, and the UN Declaration on the Rights of Indigenous Peoples, and in addressing critical human rights issues affecting Indigenous communities.

Over the coming five years, we will establish and strengthen our relationships with Indigenous communities and groups; recognize colonialism, and address systemic racism, discrimination and inequality.

We will work towards the following results:

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

- Building our internal capacity to be a credible, trustworthy and knowledgeable agent to advance reconciliation and equality
- Recognizing and reflecting the historical and enduring ways that colonialism continues to affect Indigenous peoples and communities and continues to shape our institutions and systems
- Enhancing our knowledge and understanding of current issues and needs affecting Indigenous peoples and communities
- Engaging our Commissioners and senior leaders in dialogue with Indigenous leaders and communities to form sustainable and trusting relationships with First Nations, Métis and Inuit communities in urban and rural areas throughout Ontario, while acknowledging their status as nations
- Deepening our analysis and understanding of human rights through reconciliation with Indigenous cultures, laws, concepts of collective community rights and responsibilities, treaties, and the UN *Declaration on the Rights of Indigenous Peoples*
- Engaging in collaboration with Indigenous communities and groups to respond to and address systemic racism, discrimination and inequality
- Leveraging the opportunities presented through government commitments to reconciliation.

Enforce human rights in the criminal justice system

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

Within Ontario's human rights framework, the OHRC has unique powers to effect systemic change. Over the coming five years, we will engage the full range of our functions and powers to address human rights issues within the systems that powerfully affect communities' experiences of marginalization. We will pursue a particular focus on Ontario's criminal justice system (including pipelines to criminalization, police, courts, corrections and community release).

Recognizing the significant over-representation and marginalization experienced by Indigenous peoples within these systems, this priority intersects with and will inform our priority to advance reconciliation with and equality for Indigenous communities. This priority equally recognizes and respects the community's deep concern and urgent call for action to address systemic anti-Black racism, Islamophobia and anti-Arab racism, and to acknowledge the disproportionate harm that criminalization has on people with disabilities.

It will also allow us to address discrimination and inequality faced by many groups, including sexual violence survivors, community members of diverse sexual orientations, gender identities and gender expressions, and immigrants, migrants, refugees and other people with insecure status within these systems.

We will work towards the following results:

- Strong and transparent human rights accountability systems within the criminal justice system, which ensure that human rights obligations are put into practice
- Non-discriminatory practices in policing, including ending racial profiling in all police practices
- Non-discriminatory practices in corrections, including ending the use of solitary confinement (administrative segregation) in provincial jails
- Human rights competence identified as an essential requirement and measure of competence for people who work throughout the criminal justice system.

- Leveraging current government-led initiatives related to the criminal justice system to make sure that systemic discrimination is acknowledged and addressed
- Engaging strategically with efforts currently underway to address racial profiling in policing
- Using our promotion and education functions to make sure that the legal profession and judiciary are able to identify and challenge systemic discrimination

- Using our public inquiry functions strategically to highlight the lived experience of people who come into contact with these systems
- Activating our powers to intervene and initiate applications before the HRTO,
 courts and other tribunals to further transparency and accountability
- Monitoring, enforcing and reporting on compliance with human rights obligations and policies in these systems.

Advance human rights by addressing poverty

Since the Universal Declaration of Human Rights was adopted in 1948, the right to an adequate standard of living, including food, clothing and housing, has been recognized as a fundamental human right. While the *Code* specifically prohibits discrimination on the ground of "receipt of public assistance" in housing, it is important to uncover and understand the ways that poverty and systemic discrimination are intertwined in all social areas covered by the Code. The OHRC will advance the field of human rights law by making clear how systemic discrimination causes and sustains poverty and social conditions such as homelessness and hunger. We will also make clear how systemic discrimination disproportionately affects people experiencing poverty.

Poverty and systemic discrimination are interconnected. Poverty exacerbates marginalization and undermines peoples' ability to redress discrimination. Poverty undermines human rights security in all social areas including housing, access to health care and other social services, access to employment, and experiences of deeply precarious employment.

Code-protected communities disproportionately experience poverty, with particular dynamics of marginalization facing persons living with disabilities, Indigenous peoples, women, older persons, children and youth, transgender people and racialized communities.

The OHRC will shed light on the connection between poverty, homelessness, hunger and systemic discrimination to promote human rights and substantive equality.

We will work towards the following results:

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

- Bringing to light the lived reality of people who experience poverty, homelessness and hunger, and fostering public conversation that explores the links between poverty and systemic discrimination. Exposing to the public and human rights "duty holders" how poverty further entrenches marginalization and vulnerability
- Using our expertise in policy research and development to deepen policy, legal analysis and understanding of human rights by making connections between Ontario's human rights framework and international human rights conventions and treaties, including the *International Covenant on Economic*, *Social and Cultural Rights*
- Using our expertise in policy research and development to deepen analysis and understanding of ways that seemingly neutral systems intersect to create, amplify and accelerate dynamics of systemic discrimination, economic marginalization and social exclusion
- Bringing a human rights lens to government and community strategies aimed at addressing poverty, homelessness and hunger.

Promote a human rights culture through education

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

Recent events in Canada and around the world have raised serious concern and fear about growing racism, Islamophobia, homophobia and general xenophobia. Over the coming five years, the OHRC will address these challenges head on by fostering a culture across the province that puts human rights at its core. We will do this by focusing on the education of children and youth.

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

We will work towards the following results:

- Human rights are a regular part of children's and youth's education, including in the curriculum
- Human rights competence is identified as an essential requirement and measure of competence for people who work throughout the education system
- Children, youth, caregivers and educators feel empowered and able to stand up for human rights without fear of reprisal
- People who take part in Ontario's education system show greater understanding of human rights and responsibilities
- Discrimination is socially unacceptable.

- Taking steps to have human rights integrated as an essential aspect of Ontario's education system
- Conducting targeted public education with children and youth about human rights and responsibilities and the human rights system
- Providing opportunities for children and youth to exercise leadership on human rights issues
- Strategically engaging with and leveraging social media communications
- Identifying and addressing the systemic discrimination children and youth face in education.

Our foundational strengths

There are two critical elements that together provide the framework for the Strategic Plan: substantive strategic focus areas and foundational strengths. There is an interdependent relationship between these two elements and together they can drive the OHRC towards its vision.

Foundational strengths form the basis for the OHRC to launch its strategic focus areas. In many ways, these strengths are informed by and reflect our values. They are the critical factors to achieving success at a daily operational level and also to achieving substantive results. Over the coming five years, the OHRC will focus on building and improving capacity in the following five areas, and monitoring and measuring our progress.

Leadership voice

The OHRC's ability and willingness to communicate broadly, clearly and in a timely way is critical to providing effective leadership that advances the realization of human rights. Our communications must be principled and accessible. Over the next five years, we will clearly communicate why and how peoples' experiences are *human rights* issues. We will speak out about the human toll and cost of discrimination. We will retain capacity to respond strategically to critical and emerging issues across all *Code* grounds and social areas. We will provide human rights solutions.

- Communicating clearly, transparently and regularly
- Integrating communications strategies throughout our work and focus areas
- Leveraging our relationships and profile in traditional, community and social media purposefully and strategically
- Pursuing communication strategies that are accessible and that put people at the centre

- Leveraging opportunities to explain Ontario's human rights system and the functions of each pillar
- Developing clear criteria and transparent processes to identify and address critical and emerging human rights issues across our mandate.

Our people

Our staff and leaders are integral to the success of the OHRC. Over the next five years, we will focus on continuing to strengthen our workplace culture and environment. We will enhance personal and organizational well-being and connectedness.

We will do this by:

- Ensuring that each person is valued and recognized
- Continuing to foster, value and recognize team work and collaboration
- Making sure that each person can identify a connection between their role and achieving our vision
- Practicing efficient and transparent decision-making to strengthen accountability
- Strengthening achievement of our priorities through effective leadership and accountability of leaders and staff.

Our relationships

The OHRC relies on our relationships with a broad range of individuals, groups, organizations and institutions, including government, NGOs, community groups and human rights duty holders (for example, employers, housing and other service providers). We will continue to strengthen our relationships with the other two pillars of the human rights system, the Human Rights Legal Support Centre (HRLSC) and Human Rights Tribunal of Ontario (HRTO). The success of this Strategic Plan is not possible without engaging our collective commitment and expertise.

We will do this by:

- Reaching out and listening to people who are often marginalized and who are most affected by systemic discrimination
- Implementing a strategic, meaningful and sustainable approach to community engagement
- Leveraging our relationships, particularly with government, purposefully and strategically to effect systemic change
- Continuing to engage and share information regularly with the HRLSC and HRTO to ensure the efficiency of the human rights system
- Creating opportunities for increased formal and informal collaboration with the HRLSC
- Strategically engaging with and supporting international and regional human rights procedures.

Evidence-informed approaches

The OHRC will situate itself to be a trusted and credible authority on human rights issues in Ontario. We believe in evidence-informed approaches to understand the state of human rights and systemic discrimination in Ontario and to evaluate our own work. People's stories and lived-experiences are an important part of this accountability. We recognize the need to collect both quantitative and qualitative data and to be able to show our relevance and the impact of our work. Over the coming five years, we will promote an environment that champions and rewards continuous learning and evaluation.

- Developing theories of change for each of our strategic focus areas to ensure strategic use of our functions and powers
- Aligning our resources and our strategies with our theories of change to optimize our effectiveness and achieve our strategic priorities
- Activating our public inquiry functions and powers

- Leveraging our mandate and unique status to push duty-holders to collect and publicly report on human-rights based data
- Improving our internal data collection, analysis and reporting capacity and processes
- Improving our processes for evaluation and continuous improvement
- Monitoring and reporting on trends in human rights and discrimination in Ontario
- Developing and implementing data and information sharing protocols with other pillars of the human rights system, government organizations, academic institutions and NGOs.

Practical guidance and solutions

We recognize that our policies are principled and authoritative and provide the vital analysis required to promote and enforce human rights. We also recognize that it is critical for human rights policies to be translated into behaviours that meet human rights obligations. Over the coming five years, we will strive to ensure that policy is translated into practice by duty holders in a way that delivers a lived experience of human rights.

- Providing practical guidance to facilitate duty holders' compliance with human rights obligations in practice, with a particular focus on employers
- Continuing to provide education and outreach to assist duty holders and others to understand and act on their human rights and responsibilities.

Appendix

Stakeholder organizations consulted

- 519 Community Centre
- Aboriginal Legal Services of Toronto
- Aboriginal Women's Roundtable
- Access Alliance Multicultural Health
- Advocacy Centre for Tenants of Ontario
- Advocacy Centre for the Elderly
- African Canadian Legal Clinic
- Arab Canadian Lawyers Association
- ARCH Disability Law Centre
- Barbra Schlifer Commemorative Clinic
- Canada Without Poverty
- Canadian Arab Institute
- Canadian Association of Black Lawyers
- Canadian Association of Elizabeth Fry Societies
- Canadian Association of Statutory Human Rights Agencies
- Canadian Civil Liberties Association
- Canadian Federation of Independent Business
- Canadian Hearing Society
- Canadian Human Rights
 Commission
- Canadian Mental Health Association-Ontario
- Canadian Multi-faith Federation
- Canadian Women's Foundation

- Can-Am Indian Friendship Centre
- Centre for Addiction and Mental Health
- Centre for Equality Rights in Accommodation
- Centre for Independent Living in Toronto
- Centre for Israel and Jewish Affairs
- Centre francophone de Toronto
- Chiefs of Ontario
- City of Thunder Bay Aboriginal Liaison
- Colour of Poverty Campaign
- Council of Agencies Serving South Asians
- Egale Canada
- Empowerment Council
- Equal Pay Coalition
- Ministry of Education Equity and Inclusive Education
- First Nations Child and Family Caring Society
- Griffin Centre
- HIV & AIDS Legal Clinic Ontario (HALCO)
- Human Resources Professionals Association
- Human Rights Legal Support Centre
- Human Rights Tribunal of Ontario
- Income Security Advocacy Centre

- Justicia for Migrant Workers
- L'Association des juristes d'expression française de l'Ontario (AJEFO) (Association of French Speaking Jurists of Ontario)
- La Passerelle-IDE
- Legal Aid Ontario
- MaRS Discovery District Studio Y
- McMaster University (Human Rights & Equity Services)
- Metro Toronto Chinese and Southeast Asian Legal Clinic
- Ministry of the Attorney General Aboriginal Justice Division
- Mississaugas of the New Credit First Nation
- National Council of Canadian Muslims (NCCM)
- Native Women's Association of Canada
- No One is Illegal
- Odawa Indigenous Friendship Centre
- Office of the Information and Privacy Commissioner
- Office of the Ontario Ombudsman
- Office of the Provincial Advocate for Children and Youth – Youth Amplifiers
- Ontario Bar Association
- Ontario Community Legal Clinics
- Ontario Council of Agencies Serving Immigrants (OCASI)

- Ontario Federation of Indigenous Friendship Centres
- Ontario Federation of Indigenous Friendship Centres – Aboriginal Youth Council
- Ontario Federation of Labour
- Ontario Native Women's Association
- Ontario Pay Equity Commission
- Ontario Public Service Disability Advisory Council
- Ontario Public Service Pride Network
- Pearl Eliadis
- Senior Equity Officers Resource Group
- Social Justice Tribunals of Ontario
- Trans Coalition Project Toronto Trans Alliance
- Trans Lobby Group
- Tungasuvvingat Inuit
- University of Toronto Anti-Racism
 & Cultural Diversity Officer
- Urban Alliance on Race Relations
- Women's College Research Institute
- Women's Legal Education and Action Fund
- Ontario Human Rights Commission
 - Commissioners
- Ontario Human Rights Commission
 - Staff

Planning Department Memo

Long Term Accommodation Plan (LTAP) Final Report

To: Martha Rogers, Director of Education

From: Glen Regier, Superintendent of Finance

Jennifer Passy, Manager of Planning

Heather Imm, Senior Planner

Date: June 12, 2018

Report Type: DECISION



Background

The Long Term Accommodation Plan (LTAP) is a strategic review of the Upper Grand District School Board's facilities, population projections, and enrolment forecasts. The LTAP is an important step in ensuring alignment of school facilities with the needs of the Board and the communities it serves.

The plan identifies short-term (1-5 year) and long-term (6-10 year) priorities. Priorities address school additions, new school construction, boundary reviews, accommodation reviews, and other processes.

The plan does not make specific recommendations that immediately impose changes to any schools or programs. Trustees and school communities will be involved in future decisions in accordance with Board policies.

Public engagement was an integral component of the LTAP development process and Staff conducted two separate phases of public engagement since January 2018. The first phase of engagement was to promote a shared understanding of local school issues.

The purpose of the second phase of engagement was to share the draft report and receive public input to inform the Long Term Accommodation Plan (LTAP) Final Report. A summary of the public feedback received since the release of the draft report on April 10, 2018 is included in Appendix A of Memo PLN: 18-10.

<u>Issue</u>

To present the Long Term Accommodation Plan (LTAP) Final Report including the public input received during the second phase of public engagement conducted throughout May 2018.

Recommendations

- 1. That memo PLN: 18-10 "Long Term Accommodation Plan (LTAP) Final Report" dated June 12, 2018 be received.
- 2. That the Board approves, in principle, the short-term and long-term work plan priorities as described in Figures 4 and 5 of the Long Term Accommodation Plan (LTAP) Final Report with the understanding that work plan priorities may be changed as a result of future annual and 5-year LTAP review cycles.
- 3. That staff be directed to undertake a district-wide Secondary Program Review that includes informing the boundary review and capital building program for the new South Guelph secondary school, and the French Immersion/International Baccalaureate Impact Study for Orangeville/Dufferin and Erin secondary schools, and that a report be presented to Trustees in November 2018.
- 4. That staff be directed to present an Initial Boundary Review Report in accordance with School Boundary Review - Policy 320, for the new South Guelph secondary school in the 2018/19 school year following the conclusion of the district-wide Secondary Program Review.
- 5. That staff be directed to initiate a French Immersion /International Baccalaureate Impact Study of secondary schools in Orangeville/Dufferin and Erin in the 2018/19 school year following the district-wide Secondary Program Review.
- That an annual review of the LTAP be conducted in accordance with the process outlined in Section 1 of the Long Term Accommodation Plan (LTAP) Final Report.
- 7. That a comprehensive 5-year review of the LTAP be conducted in accordance with the process outlined in Section 1 of the Long Term Accommodation Plan (LTAP) Final Report.
- 8. That the UGDSB Planning Department's Accommodation and Planning webpage be updated to include a feedback link for any school community member or stakeholder to provide input on accommodation-related matters and sign up to

receive updates from the Planning Department on future accommodation-related processes.

- 9. That the UGDSB send hard copies of the Long Term Accommodation Plan (LTAP) Final Report to Mayors of local municipalities, Wardens of the Counties of Wellington and Dufferin, to the co-terminus English-language and Frenchlanguage school boards, accompanied by a letter signed by the Director of Education and Board Chair.
- 10. That staff be directed to send letters about the release of the LTAP Final Report to the Ministry of Education and all other entities outlined in the notification list in accordance with the Board's Community Planning and Partnerships Policy 319 and Procedures Manual 319-A.

Rationale

Since the release of the Background Report in January 2018, staff conducted regional engagement workshops, met with the Board's advisory committees, and provided notice to stakeholders of the availability of the Background Report and workshops. Communication was sent to schools, posted online and regularly shared in social media.

In March 2018, a summary of input received throughout the first phase of engagement was shared with Trustees and considered in the development of the draft report.

Following the presentation of the draft report, the second phase of public engagement was conducted from April 11 to May 29, 2018. Feedback was collected through this work to inform the development of the final report.

Throughout the second phase of public engagement, staff conducted five regional public meetings and met with the Board's advisory committees, the Elementary Leadership and Secondary Leadership Groups, and provided school newsletter updates, website postings, direct mail to stakeholders and regular updates to subscribed community members. Input received at the public meetings, through the online feedback tool and directly by email is included in Appendix A.

A summary of the Questions and Answers (Q&A) from the Erin, Orangeville and Guelph meetings is attached in Appendix B. There were no Q&A from the Centre Wellington or North Wellington regional meetings due to the low attendance at these meetings.

Since the release of the draft report, staff has expanded and provided additional detail with respect to the following short term work plan priorities.

Secondary Program Review

The draft report included a Guelph Secondary Program Review in 2018/19. This review was identified to be undertaken prior to a Boundary Review process for the new Guelph Secondary School and was to include all Guelph secondary schools.

Staff has determined that this review should be expanded to consider secondary programming throughout the jurisdiction. This review will provide the Board with the opportunity to take a holistic look at the secondary panel in order to create a vision, and build upon successes and identify where there may be gaps. In part, the outcome of this work will inform both the future program and design process for the new Guelph Secondary School.

Orangeville/Dufferin Secondary French Immersion Program

Consistent comments from the first phase of engagement were received regarding the lack of a secondary French Immersion (FI) program in Orangeville/Dufferin. Similarly, there continued to be concerns expressed about the impact on Erin DHS if a new secondary FI program started in Orangeville/Dufferin.

Previous Board motions have directed staff to investigate establishing an International Baccalaureate (IB) Diploma Program in Dufferin County (December 29, 2016) and conduct an impact study on FI enrolment at Erin DHS to determine viability of introducing a secondary FI program in Orangeville (June 27, 2017). As a result, a FI/IB Impact Study is identified in the short-term work plan for 2018/19 so that the two programs can be explored comprehensively given the potential effect on enrolments, facilities and school boundaries.

Staff outlined a possible timeframe describing the number of processes required to be completed before any secondary FI or IB program changes could be implemented in Orangeville/Dufferin.

Figure 1 indicates that the earliest that a new secondary FI or IB program could start in Orangeville/Dufferin is September 2021.

Figure 1 - Possible Orangeville/Dufferin and Erin DHS Secondary FI Process Flow

Secondary Program Review
June-November 2018
FI/IB Impact Study
Jan-June 2019
Boundary Review or Pupil Accommodation Review
by June 2020
Course Selection and Staffing
by March 2021
Potential New Program Start
by September 2021

Following the Secondary Program Review, and in accordance with previous Board motions outlined in Section 3 of the LTAP Final Report, staff is to conduct an FI/IB Impact Study for Orangeville/Dufferin and Erin secondary schools. If the conclusion of the impact study is that a new or relocated Orangeville/Dufferin secondary FI program is recommended, then staff will need to undertake either a Boundary Review or a Pupil Accommodation Review process in accordance with Board policy.

A boundary review would be conducted if the impact study determined that there should be a new secondary FI program in Orangeville/Dufferin in addition to an FI program at Erin DHS. As a result, the current Erin DHS 9-12 FI boundary would need to be reconfigured.

An accommodation review process would be required if the impact study recommended that the secondary FI program should be moved from Erin DHS to a secondary school in Orangeville/Dufferin.

Hiring and course selection would follow either decision, which could not be completed until March 2021. As a result, a potential new program(s) start date is September 2021, at the earliest.

LTAP Annual Review Process

The annual LTAP review will replace the current Elementary and Secondary Identified (ID) Schools Report. As part of the LTAP review, enrolment and development information for the current year and the 5 and 10-year forecast period will be updated. In comparison, the Identified Schools Report has historically only provided a next year's

Principal projection based on work of the District Staffing Committee and a 5-year school utilization projection.

As previously directed by the Board, French Immersion enrolment trends such as growth and participation rates by review area, retention rates and dual track enrolments will be included in the annual review.

An evaluation of schools with potential facility partnership space will also be included in the annual review in accordance with Community Planning and Facility Partnerships – Policy 319.

It is proposed that the annual LTAP update will be broadly communicated to the Board's Advisory Committees, school communities and stakeholders to ensure public awareness. In a situation where changes may impact a school community, such as a change to the work plan priorities, staff will schedule a public information meeting with affected school communities.

5-Year Comprehensive LTAP Review

With any long term planning process, it is necessary to periodically undertake a comprehensive review of the plan. It is recommended that a 5-year comprehensive review of the LTAP be conducted and involve a more extensive public engagement process than the annual review process.

Public engagement for the LTAP review would be conducted at a scale similar to what has been undertaken in the development of this LTAP. There would be a comprehensive communication plan to ensure that school communities are informed and aware of future enrolment trends and work plan priorities. The process will also include an extensive review of any information pertaining to accommodation such as Board facilities, population projections and enrolment projections.

Communication Plan for LTAP Final Report

Following the public release of the LTAP Final Report, several communication actions will be undertaken including:

- Update the LTAP web page on the Board website to include a copy of the LTAP Final Report
- Post a message about the LTAP Final Report on the Board's main webpage and on twitter

PLN: 18-10 File Code: B01

- Distribute an email update to all stakeholders who registered with the LTAP webpage.
- Update school websites and/or newsletters with details about release of the LTAP Final Report
 - Schools may also utilize any of the following methods to communicate about the release of the LTAP Final Report with their school communities:
 - Facebook
 - Email
 - Twitter
 - Automated phone messages
- Prepare a media release(s) to inform the public about the release of the LTAP Final Report
- Send letters to the Ministry of Education and all entities outlined in the notification list in the Community Planning and Partnerships Procedures Manual 319-A to notify them of the release of the LTAP Final Report.
- Hard copies of the LTAP Final Report will be sent to Mayors of local municipalities, Wardens of the Counties of Wellington and Dufferin and to the coterminus English-language and French-language school boards and will be accompanied by a letter signed by the Director of Education and Board Chair.

APPENDIX A PUBLIC INPUT

In order to protect the identity of all individuals who have submitted correspondence with regards to the Long Term Accommodation Plan and in keeping with the Municipal Freedom of Information and Protection of Privacy Act, all personal information and/or identifiers have been severed from all recorded communication (i.e. e-mails and letters) prior to distribution. The intent or message has not been changed.

COMMENTS AND INPUT

The following comments were received between March 2, 2018 and May 29, 2018. Comments were received via email, online feedback form posted on the LTAP webpage, and blue comment sheets submitted at the Public Engagement Workshops.

Erin DHS and Brisbane PS have been long time supporters of French immersion. The schools are have a strong supportive parent base which has been beneficial to all of the school programs. We need to keep supporting these schools in order to encourage growth of the community, at the very least keep people to stay in town.

Please keep the strong and respected French immersion program in Erin High School running.

The decision to cut all summer school programs in Orangeville and go via e-learning is a mistake. This is a time for good local programs. We have the schools. We need the teachers. Asking a child to study 6 hours a day (assuming there are no glitches, and we know with technology there always are!) is ridiculous. It also takes a higher degree of motivation to finish an online course. Can you imagine trying to do Grade 10 quadratics course or studying World War 1 with its' profound issues via e-learning? At a time when the dialogue is about community hubs and fostering local programs, this decision seems contradictory. There is also the issue of interval timing. A teacher in a classroom can respond immediately to a question or engage in discussion. Waiting 24 hours for a reply or perhaps longer is not a good educational methodology. Please do not leave our schools empty during the summer. Use them, that's what they're there for. Help foster success, not failure. If anything, expand the program. The local summer program gave many a chance to really focus on a subject without distractions. Please reconsider this decision. We have to aim higher than coffee and donut jobs for the students.

Westside is a terrific environment for learning. The summer school program should not have been replaced or cut. Some of us will have to commute. Why was Dufferin targeted especially in a town with a high youth population that is projected to grow?

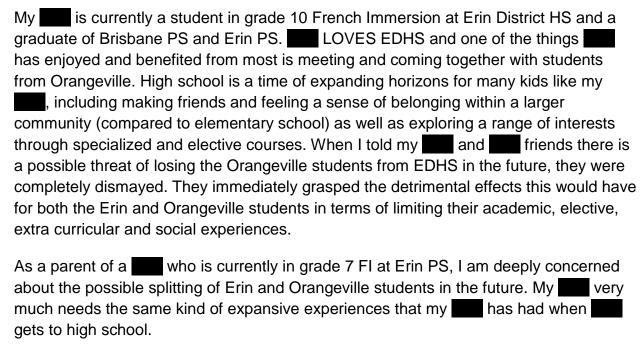
At a time when we must compete globally, we have to do our very best to ensure success for students. Please restore good quality local education for our students in Orangeville. Thank-you.

Looking at the usage for Eramosa, Rockwood and Harris Mill, I'm wondering why Eramosa remains open. Why doesn't the board make RCPS the English stream school for K-8 and Harris Mill the FI school for K-8? Bussing and operational costs of Eramosa would be saved and some of that money can go to bussing to RCPS and HM. Why are students uprooted from their schools in grade 6 and 7 to come to RCPS and then jave to deal with that social and emotional transition at a tough age. Additionally, the plan to bring in a grade 6 FI class in two years time to RCPS seems like poor planning. Wouldn't those students be better served at a school with an existing FI program? They will be so set apart as the only FI class. Bringing the English stream to Rockwood would prevent the under utilization of the school and balance out the primary grades as well. I think offering before and after school care at RCPS would help as well as there are parents choosing FI at HM simply because they need child care.

I currently have one child at Mono amaranth for FI and 3 others at centennial Hylands for FI. I know that the Erin high school is where they are to go to high school as of now. I see that Erin high school won't be over crowded over the next 10 years. Does that mean that there is no chance of FI being brought to one of the high schools in Orangeville or even Shelburne?

Please provide more of a physical outlet for the students. Consider revision of the Grade 9 physical education curriculum. Fighting can be curbed by channeling into sports. Orangeville has access to some fabulous athletes. Consider bringing some of these people in to coach and motivate the students. They are cooped up too much and are allowed to congregate too much in front of the school. Please be proactive and hopefully, leadership will adopt a "can do" positive attitude. Thank you.

I have two currently enrolled in the FI program at Brisbane. I myself went to Ross R. MacKay and Erin District High School. Taking away the FI program will drastically impact not only my family our schools but the entire community. Please do not remove the FI program from EDHS!! Let us build up our town and community before you make this decision!!



Rather than pulling in oppposite directions, let's work together to make EDHS the best school it can be for students from both Orangeville and Erin.

I believe because ODSS is so under utilized, it is the perfect location for an Secondary FI location. The majority of the children will be travelling from Orangeville to Erin to High School. Why spend all that money on bussing when you could simply add FI to ODSS

Not sure if this is the comment area for the DRAFT but after I attended the May 2nd meeting at EPS I feel as though I need to make my concerns known. Any changes to EDHS will have an impact on every student and teacher. English kids will be impacted by changes to the FI program as well. Why are we not looking at specific boundary reviews between Dufferin schools and Wellington schools? If we are all amalgamated under UGDSB why can't the overcrowding of kids from East Garafraxa come down to Ross R McKay or Erin Public school? Why can't the kids in the south end of Orangeville continue to come down to EDHS for FI courses and the north end of Orangeville have their own FI high school program? Why are we not looking at transportation ideas like late buses that would allow kids from out of town the option to participate in some extra curricular activities outside of the school day? Lots of questions... not many answers... YET. I am hopeful that the trustees and board members and parents can work toward a positive result for all.

The Dufferin elementary catholic school board has 3 feeder schools in Orangeville. All these schools go to Caledon at Robert F Hall for their high school...we are talking about aprox. 100+ kids each year that start grade 9...not to mention all the grade 10s to 12s, and they take a bus from 20 mins to an hour to another town outside of Orangeville to attend high school...very similar distance from Orangeville to Caledon and Orangeville to Erin.

Why can the catholic school board parents from Orangeville be fine with busing their kids to Caledon..with such a big cohort, but not the public school board parents busing in total approx. 150 kids to Erin? This sounds more like a want than a need and unnecessary spending.

Thank you for your time.



We are one community that DEPENDS on a well attended high school ensuring that the spirit of events, clubs, and organizations for youth are in existence for students to actively engage in at school rather than private clubs, etc.

Moving the French Immersion program would limit the options for students that are currently signed on to the FI program at Brisbane knowing that our family strategically chose to move to this location to have this option. Orangeville families have signed on to the French program knowing that it is currently offered in Erin. We live very close to EDHS, a community hub of a library, senior centre, nursery school, arena, theatre, tennis clubs, baseball diamond, the local toboganning hill, and OPP office. This is the centre of my community and my wants to attend EDHS. This French program does not have to end in Erin because other parents have not had foresight to consider their location and their children's schooling options. We are starting the process of growing our community and welcome folks to our charming village, but we plead the UGDSB to not remove a vital part of our school community out to Orangeville which will also take our small town students that contribute a great deal to our community with them.

Our school population would see a dramatic decrease if the French students were pulled not only from the Immersion courses but from English courses as well, thus affecting the number of teachers and the course selection for English students at the school.

Other than the distance which can be accommodated by Wi-Fi on buses, Orangeville parents that want the program changed to closer have nothing to currently lose at their

well populated schools but everything to gain, whereas, we will LOSE a great deal. A bridge program could be started such a small program in Orangeville to grow or share staff resources between schools as Erin's population increases over the next few years.

Please retain the FI program at Erin District High School and consider other options and solutions.

Hopefully, there will be an opportunity to discuss the potential of integrating programs among Montgomery, Westside and the Recreation Center to optimally use these facilities-i.e. more swimming, skating, how to research using the libraries, e.t.c. However, another opportunity is the prospect of allowing an indoor/outdoor garden at Westside. This could offer a quiet place for people to retreat. In these hectic times, a natural refuge should be available for everyone-all students, teachers and administrators. It should be available inside the school with possibilities for expansion outside. It could be incorporated into the curriculum with "sustainability," science, or perhaps cooking, volunteer hours, physical education or if someone needs to go "chill" and find some peace-and possibly a place of creativity and beauty. There is a vision of something indoors with natural seating where everyone and anyone within the school is invited and welcome(a fountain-sound of water). Again, it would be a beautiful, indoor nature setting-a beautiful green space-a place of calm and quiet. I would also like to see this more incorporated with many more nature walks and educational trips especially in Orangeville, Mono provincial park, the Bruce trail and Monora park (or even crosscountry skiing) This could be coordinated with Dufferin County museum or maybe even the CVC to educate students about wild food, flora and fauna. Have guest speakers from these local places. Have disappointedly seen little action in providing school trips and "real" physical activity in nature which is so necessary to provide an outlet and release for students and staff. The few opportunities for trips that do exist seem to be very targeted and select which might result in low enrolments and low enthusiasm. The possibilities of this can overlap into many areas and could be incredibly innovative. Thank you again for this opportunity to express ideas and for your invitation to share.

After looking around several different towns in Upper Grand, we chose to move to the small, quaint town of Hillsburgh specifically because it offered a French Immersion program for elementary AND high school. I come from a French background so the FI program was a top priority on our list of moving and we moved just a few months before our first child started JK. Another reason that education was high on our list is that our is diagnosed with anxiety so we wanted to feel comfortable with schooling by being brought up in a small town that offered the program across the grades. Orangeville was one of the places we looked into moving to, however, when we

found out they traveled to Erin for the FI secondary program, we had made our minds up and decided to move here to Hillsburgh. That being said, parents from Orangeville CHOSE to move to Orangeville and have their children in the FI program knowing full well that for the secondary program, they would be traveling to Erin. We moved to Hillsburgh knowing that, and they moved to Orangeville knowing that. To pull that program out from our community shows a great disrespect for our children and our community just because a ""bigger"" town wants it there for them.

If our FI students are forced to travel to Orangeville then not only will many students end up dropping out of the program, but Erin's school population would also be drastically affected. This dramatic decrease in population would affect the amount of courses, programs, sports and after school activities left for the remaining students. We are extremely lucky to have a school that is the main hub of our town to bring everyone together with a public library, tennis club, arena, baseball diamond, skate park, nursery school and seniors program. We do not have all the luxuries that a larger town like Orangeville offers so to pull out our FI children from our community would affect everyone in the town. We are a community that DEPENDS on a fully populated student body so that these programs can still take place and be enjoyed by everyone of ALL AGES.

We may be a smaller community but our voices our loud in pleading with you NOT to remove our French Immersion from our high school. We not only DEPEND on it as a community, but our children depend on it for a consistent transition from school to school. Research shows that anxiety levels in children on at an all time high, so please, do the right thing and leave things alone the way they are for the student's sake as well. Please keep our program alive and look into other options or solutions. It is our town of Erin/Hillsburgh that loses a great deal whereas the Orangeville parents already have an abundance of populated schools and programs. Their loss is NOTHING in comparison to ours.

By moving the FI secondary program to Orangeville, I feel that extracirricular activities in the Hillsburgh-Erin community will be severely affected. As a figure skating coach in Erin, I know the extra travel time will discourage older students from skating here in the community.

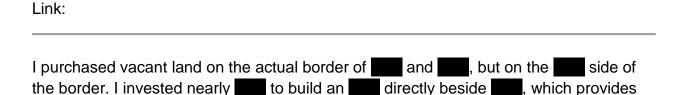
Please do not pull the FI program from EDHS! If Erin-Hillsburgh FI students are forced to travel to Orangeville then not only will many students end up dropping out of the program, but Erin's school population would also be drastically affected. This dramatic decrease in population would affect the amount of courses, programs, sports and after

school activities left for the remaining students. We are extremely lucky to have a school that is the main hub of our town to bring everyone together with a public library, tennis club, arena, baseball diamond, skate park, nursery school and seniors program. We do not have all the luxuries that a larger town like Orangeville offers so to pull out our FI children from our community would affect everyone in the town. We are a community that DEPENDS on a fully populated student body so that these programs can still take place and be enjoyed by everyone of ALL AGES.

We may be a smaller community but our voices our loud in pleading with you NOT to remove our French Immersion from our high school. We not only DEPEND on it as a community, but our children depend on it for a consistent transition from school to school. Research shows that anxiety levels in children on at an all time high, so please, do the right thing and leave things alone the way they are for the student's sake as well. Please keep our program alive and look into other options or solutions. It is our town of Erin/Hillsburgh that loses a great deal whereas the Orangeville parents already have an abundance of populated schools and programs. Their loss is NOTHING in comparison to ours.

If our FI students are forced to travel to Orangeville then not only will many students end up dropping of the program, but Erin's school population would also be drastically affected. This dramatic decrease in population would affect the amount of courses, programs, sports and after school activities FI children from our community would affect everyone in the town. We are a community that DEPENDS on a fully populated student body so that these programs can still take place and be enjoyed by everyone of ALL AGES.

We may be a smaller community but our voices our loud in pleading with you NOT to remove our French Immersion from our high school. We not only DEPEND on it as a community, but our children depend on it for a consistent transition from school to school. Research shows that anxiety levels in children on at an all time high, so please, do the right thing and leave things alone the way they are for the student's sake as well. Please keep our program alive and look into other options or solutions. It is our town of Erin/Hillsburgh that loses a great deal whereas the Orangeville parents already have an abundance of populated schools and programs. Their loss is NOTHING in comparison to ours.



Our community depends on the FI program staying here. The lose of high school students would devastate the school so while I respect the Orangeville Parents pushing for this the board has to have the whole pictures at EDHS part of the decision .

Four years ago we moved our family to Erin, ON. We invested a lot of money to build a home and make this town a permanent residence for our family. One of the main reasons we chose Erin is so that our children could continue in the French immersion program, in which they are thriving. Our oldest child will be going to Erin High School in a few years and to have the FI program taken away is wrong. We would have chosen a different community to put down permanent roots in had this been a factor at that time. Our children would have to spend 10 hours a week on a school bus each week. Would you do that to your own children??????

I think kids benefit from learning 2 languages at a young age. It's important to have those schools close. I would not want my kids riding a bus to Orangeville. It would be a 45 minute ride and that's not fair. Brisbane has been an excellent school for both my kids. We can't loose good schools where kids learn. French is benefit for them to learn it and can be used across Canada

We moved to our small town of Erin excited to have access to an excellent FI program at our doorstep! It would tear our community apart if kids had to start bussing to Oville in order to continue their education....not to mention most kids would likely leave the FI program altogether in order to stay in town and not have to spend countless hours

commuting.

Erin & Hillsburgh have a thriving FI community. We need to ensure it stays viable, thriving AND in Erin. To pull all the Orangeville students would decimate the program as they would undoubtedly lose funding a teachers or if the entire program was moved a large majority of students would most likely decline to continue. Erin students have to do without a lot that other schools have such as a proper sports field etc. Don't take this amazing program from them

French immersion is important to keep in our community. At both the elementary and high school level. Part of the reason we moved to Erin wa that it offers French immersion programming.

We need to keep the French program at Erin District High School! We moved to our small town as I wanted my children to be part of the French program and go to school their entire time within our town.

I surely hope that for the sake of my children and the many more that are studying full french immersion, that these programs will continue to be offered in Erin highschool. Displacing students in other districts and towns is a terrible plan. Disconnecting students from their town at such crucial ages does not bode well at creating a sense of community and home. The excessive travel time spent on buses will also negatively impact on their well being, health and studies. There is always a bottom line, and it is such a pity and shame that our childrens future is being toyed with in order to save a few bucks. A few bucks where I might add I pay my property taxes that goes towards funding my childrens education in MY home town Erin and NOT Orangeville. As a rate payer and engaged voter I sincerely hope that this ill thought out plan never sees the light of day.

Many secondary schools across the province are in declining enrollment. Knowing this, if you move the FI program, it will all but cripple EDHS, the school that has served as a hub for this community for almost 2 decades. Why should this matter? As educators, it is your responsibility to offer the students of the Erin community an opportunity to engage in 21st Century Learning. How will this be possible if many of their courses are cancelled because the numbers don't support the sections allocated? Collaboration, innovation, leadership happens when groups come together with purposeful facilitation and our students will miss out on that opportunity if our FI program is dismantled and

relocated. We need to focus on empowering modern learning - instead of starting over, we should be further building on what is already great! Our kids deserve to experience a program that is already rich in leadership and content. The best opportunities for rich learning experiences come from experienced and established programs that are extending beyond an already established foundation.

As I know my peers have written to you and mentioned - the residents of Orangeville are not losing anything by sending their children to EDHS for FI. They have made the decision to enroll in that program, knowing what would be expected. It is a very different story to ask families who specifically purchased homes in a demographic area so that their children would not need to spend the extra time on a school bus each day, to travel to their chosen program. To backtrack on your offering of that program to a community is ethically wrong, if you have an option - which you do! Our community is small, which makes it a wonderful place for your FI program. This program can thrive here, as it is established in the commmunity, already. Please respect the decisions that our community members made years ago, when deciding to come to this area, in many cases because of the location of this program. It is the right thing to do, to honour families and to offer the best 21st century education possible for their children. We all want the best for our children, let's take this opportunity to keep them in something great and give them the chance to explore outside of their own boxes. Please keep the FI program thriving and alive, at Erin District High School.

Thank you,



Concerned Parent

I am disappointed that the board report and parents at the LTAP meetings did not raise the issue of equity in terms of consistency and stability for FI students in the Dufferin area. Parents were poorly informed, initially, about the consultations and perhaps did not attend for that reason. (I was on the email notification list and did not receive ONE notification by email. I attended the Erin meeting as I had missed the Orangeville one, and this in itself is an example of one of the major issues for FI parents in this region-we are a part of many school communities and have far more 'work' to be involved and aware of school activities than a RT parent. Even this feedback form asks which school community we belong to and I can only list one, though I have 3 children attending 3 FI schools.

The equity issue is paramount and unaddressed in the LTAP draft. FI students represent a large portion of the board community yet consistently these students are the

kids in portables in a school: at PEPS my kids were in portables; at MAPS my kids only had one year NOT in a portable; and in Erin, some kids aren't even able to have their class schedule fit in required courses because there may be only one class available and FI students, though they have many more 'required' courses to complete, don't get the necessary access to these classes and often have to add an additional term or year to their high school studies.FI kids just have to accept what is offered to them as in all school they are treated like accessories, not as the MAIN population, but rather as those that have been imposed on a school community. This is not equity and our kids feel it.

All three of my children have had to attend 3 different elementary schools between JK and Gr 8, sometimes only attending a school for one year before being bounced to another. This is not the case for most students in the RT. And having three kids in different schools though all in elementary? Imagine trying to be on the school council in all three, participate in fundraising and evening activities in all three, and even attend parent/teacher interviews in all three. Parents scramble between schools and even towns on parent/teacher nights. School trips conflict so you can't volunteer for each child's outings, school evening activities OFTEN conflict and we have to let down one kid. This is not equitable.

A solution to this would be to offer fairness to FI students--when looking at your numbers and buildings, look also at the fundamental structure of your FI programs and change them so children in FI are a part of a school from JK to Gr 8. Let them be an integral part of ONE school for their elementary studies so they can grow to become confident leaders of a school, feeling safe and included, respected as a citizen and even active in creating its environment. Let parents put all their energies into supporting ONE school, and not fragmenting them. If you look at the 'numbers', you may see that doing so will also benefit the stability for all the school populations, and longterm planning will be easier to manage. But if not, maybe thinking of these kids and their families as something other than 'numbers' to juggle, and offering them the same ONE school as RT students may be a more satisfying approach for the planners, and one more likely to fulfill your board's goal of safe inclusive communities of learning with the child at the centre of all of our attention.

My suggestion that I made during the parent council meeting at Central PS was the board should consider adopting guidelines that would define how much outdoor green play space children / students should have access to.

This guideline should be based on ensuring sufficient room for physical education needs, active play at recess, and connection to nature (i.e. ensuring the outdoor space

includes greenery and not only concrete / asphalt). Adjacency to public parks should be supported in principle - as City Planning documents identify this as parks beside schools as a good fit.

I would also encourage the board to consider whether guidelines for elementary / middle / high schools could be different.

Hope this helps to clarify. Please let me know if I can provide additional clarity around this suggestion for the LTAP.



EDHS was ranked #1 in Fraser Ins. Report. We know O'ville wants a new school but they need to think of our community too!

We are #1, O'ville parents should be happy their kids attend an excellent school.

Please don't destroy the program, school, community here – the birthplace of FI in Upper Grand District Board!

At the end of the day, O'ville FI students account for 140 students. Not much for O'ville community but a large # for Erin community. Does O'ville really need an FI program for only 140 students? Do they need it or do they just want it? We have space here now, when that becomes an issue, then O'ville should get their FI program.

In the Catholic School Board, students from Mt. Forest get a bus that takes them to St. James in Guelph. Students from Erin to to St. James and they get a late bus so they can attend after school activities. Maybe these recommendations would be better for short term accommodation plans – until Erin can get their numbers up – so that it wouldn't decimate our programs both in English + French, and O'ville students still have an opportunity to attend an excellent school.

Good afternoon

I attended the secondary school meeting at ODSS a couple of weeks ago.

My take away was that the goal is to have the FI program start at ODSS when the current grade 5's hit grade nine.

We have three children in the FI program.

One in grade 6, one grade 5 and one grade 3. Our younger two were affected when the Shelburne divide happened. They moved to CHES. Our daughter stayed at MAPS.

We would love to have our kids reunited at the High school level and be able to attend the same school. How can I help make this happen. Who do I direct my hopes to?

I know of others who feel the same about the current grade 6 kids.



SHAPING GREAT COMMUNITIES

May 29, 2018 File No: 15017.900

Upper Grand District School Board 500 Victoria Road North Guelph, ON N1E 6K2

Attn: Ms. Jennifer Passy, Manager of Planning

Re: Long Term Accommodation Plan (LTAP)

Town of Shelburne Comments

Dear Ms. Passy,

Thank you for the opportunity to review the Long Term Accommodation Plan (LTAP) Draft Final Report that has been recently prepared by the Upper Grand District School Board (UGDSB) and for our meeting on May 28th. We are submitting comments on behalf of the Town of Shelburne as the municipality's planning consultants.

We support the UGDSB's initiative to undertake long term planning for school facilities in the Town of Shelburne to address the needs of continued population growth and recognizing Shelburne's central location in Dufferin County. Rapid growth is expected to continue and will require planning for and building additional capacity of educational and community facilities and this is consistent with the local planning objectives and policies for complete community development set out in the Town's Official Plan.

We understand through the LTAP that the UGDSB is forecasting that Glenbrook Elementary School and Hyland Heights Elementary School will become overcrowded within the next five years as rapid population growth continues in the Town of Shelburne. We would agree with the prioritization of funding applications to construct a 4-classroom addition to both Glenbrook ES and Hyland Heights ES as a near-term strategy for expanding capacity at existing schools prior to or in conjunction with pursuing additional school facility development.

The Draft Final Report also identifies a capital priority request to plan for the development of a new Shelburne elementary school in the the 2024/2025 timeframe, with a boundary review being anticipated for 2026/2027. As the UGDSB advances further planning initiatives based on the directions of the LTAP, we would be pleased to assist the Town and UGDSB to undertake a coordinated review of potential school site locations and alternatives, and to ensure appropriate land use designations, policies and zoning are put in place at the appropriate time to facilitate a new elementary school development. As discussed at our meeting, land opportunities are increasingly constrained as all of the vacant remaining residential lands within the urban area are committed in draft approved plans and/or are subject to active planning applications that are in process or proposed developments. Further, under the 2017 Growth Plan urban expansion is confined to an upper-tier Municipal Comprehensive Review process.

The Shelburne West Secondary Plan has been prepared for the remaining lands within Shelburne's municipal boundary and servicing studies are underway in support of the planned urban expansion; however, a future school site has not been identified within the Secondary Plan. Location options for new school facilities are very limited. We would encourage the UGDSB to initiate further planning initiatives and processes for any new school facilities and capacity needs as soon as possible. This is also an opportunity to ensure a coordinated approach aligned and integrated with the growth management planning that the County of Dufferin and local municipalities are embarking on through the Municipal Comprehensive Review.

Currently, most of the new residential development in Shelburne is occurring in areas that are designated by the Board as Development Areas which leaves some uncertainty about where students will be accommodated for people considering the purchase of a new home and for those who are just moving in. We believe it would be of mutual benefit for the Town, UGDSB and home buyers to have a plan for future school accommodations that reduces this uncertainty while we also recognize that these decisions involve additional planning processes undertaken by the UGDSB involving boundary reviews and other studies that may not be completed at the time of development approvals for new housing in some areas.

At our meeting on May 28, 2018 we discussed some concerns that have been raised in the community about the capacity of the Centre Dufferin District High School as it relates to current and growing enrolment. The LTAP Draft Report identifies that the high school is expected to become overcrowded in the next five years. We understand that a boundary review is being forecasted for the Orangeville, Dufferin and Erin area in 2019/2020 to determine if students can be directed to under-utilized schools within the district.

The LTAP background report forecasts Shelburne to be have a population of approximately 10,000 people in 2036 which is consistent with the population forecasts currently established in the County and Town Official Plans. We would like to take this opportunity to highlight some residential developments that are planned or proposed that might not have been considered at the time of the LTAP Background Report preparation that should be considered by the UGDSB:

- Fiddle Park has been recently declared surplus lands by the Town with the intent to sell the land for residential development having a total area of 31 acres. As of the date of this letter, the agreement to sell the land has not yet been finalized/approved. More details can be provided as this matter is considered further by the Town.
- The Fieldgate draft plan application for approximately 320 residential units has been circulated to the UGDSB and comments have been provided.
- 600 Main Street East was recently draft plan approved for 57 residential townhomes and semi-detached units.
- Hyland Village (Tribute Communities) draft plan is moving towards final approval and registration for approximately 248 residential units.
- Stone Ridge Holdings Inc. has revised their draft plan of subdivision/condominium to increase the original plan from 38 townhouse units and 2 semi-detached units (40 units total) to 66 units including 33 townhouse units and 33 apartment units.
- West Side Expansion Area is being planned for by the Town and County to ensure additional lands will be provided to accommodate future population growth.

Based on the above, we anticipate that Shelburne will surpass the 2036 population forecast of 10,000 within the next five years. This may affect the timelines associated with the strategies and initiatives identified in the LTAP Draft Final Report.

Further, in conjunction with the planned west side urban expansion, the Town has initiated servicing studies to plan for a total population in the range of 13,000 to 15,000. We expect that these forecasts will be reviewed and considered further in the context of local and County-wide forecasts and land needs through the Municipal Comprehensive Review process for the Dufferin County Official Plan.

We appreciate the opportunity to provide comments regarding the LTAP and we would be pleased discuss our comments further. On behalf of the Town of Shelburne we look forward to continuing to work with the UGDSB to ensure the school facility needs of the community are met in a timely and strategic manner.

Yours truly,

GSP Group Inc.

Steve Wever, MCIP RPP Associate – Senior Planner

cc. Ms. Denyse Morrissey, CAO, Town of Shelburne Ms. Jennifer Willoughby, Clerk, Town of Shelburne

Valerie Schmidt, GSP Group Inc.

APPENDIX B PUBLIC MEETING Q&A

Long Term Accommodation Plan Q & A and Comments

Public Meeting – Phase 2 Erin PS – Old Gym 7 to 9 pm - May 2, 2018

Q: Has there been progress in FI staffing? Is there still a shortage in elementary? Will there be secondary staffing issues if the Board adds a secondary FI program in Orangeville/Dufferin?

A: The Board has made headway in responding to the French Review recommendations. We now have dedicated staff for FI teacher recruitment (Hiring Managers). We have been attending many career fairs to increase interest in UGDSB. We are still battling with other Boards for a limited supply of FI teachers. There are challenges with both elementary and secondary panels. The rosters aren't full. It is an ongoing issue and part of the considerations for FI caps.

C: I am a parent of four and a town councillor. We are a small town with no real growth yet, but growth will happen no matter what. We want the Board to understand that growth will happen and Board decisions impact many aspects of Erin community. I have a passion for this town. Erin DHS is a success story as it was rated #1 by the Frasier Institute. We must get the message out and understand the challenges. There are lots of Catholic families at Brisbane, but they may change boards if disrupted. Creative solutions are required to solve problems. The Town wants to work with the Board.

Q: FI was part of our decision to move to Erin, and it is the same for many families. Does the Board look at how communities age and how this impacts growth? This can bring in kids as the population ages and turns over. It is short sighted to drop programs that are doing so well.

A: There has been no decision other than to conduct an Impact Study. There are no recommendations at this point. Any potential changes must be accompanied by a study that will evaluate all considerations.

Q: I am concerned about the English students as well as the FI students. If Erin DHS loses that many FI students, it will hurt both FI and English programs. What about other course options?

A: Yes, any changes to programming will have to consider all possible outcomes to both the FI and English tracks.

Q: I am from East Garafraxa and have a daughter in FI at Mono Amaranth PS and next year she will be at Erin DHS. She is excited to go to Erin DHS because it is a smaller school community. Why don't Orangeville kids want to come to Erin DHS?

A: Each family has a different perspective for and against the travel distance to Erin.The jurisdiction extends north of Shelburne and some of the Dufferin FI students are travelling a very long distance and committing to significant travel time. This limits some students' ability to participate in extra-curricular activities.

C: Catholic students in Mount Forest travel all the way to Guelph for High School. They have a special late bus that runs for those who have extracurricular activities and Wi-Fi on the bus for students to do homework. There are other options for student travel that would benefit both communities.

C: The student base is growing at Brisbane. Orangeville families knew what they were getting into, but I understand that Orangeville FI students will be a large majority of Erin's program. What about other creative solutions? What about sharing French teachers across schools? What about non-semester courses? We should look for ways for both communities to win.

Q: I am a Hillsburgh resident, but originally from Toronto. I'm not a parent but I have been here for 7 years and am learning about the community. What has been done to keep enrolment up? Why don't kids stay? How has the community been involved? The community and the Board should get together more often instead of waiting for problems to arise. I would suggest a follow up session in 5 years.

A: The enrolment decline is not as a result of issues with the schools, but rather that rural populations are aging and there are fewer students. We anticipate growth when there are servicing plans in place to facilitate growth. Until a decision is made about servicing, it is not possible for the board to make assumptions about future growth potential. Erin is a smaller community with a high FI participation rate which affects RT enrolment. The Board monitors and reports on enrolments each year, but it is good practice to do a more comprehensive review every 5 years.

Long Term Accommodation Plan

Q & A and Comments

Public Meeting – Phase 2 Centennial CVI – Cafeteria 7 to 9 pm - May 3, 2018

Q: Will the new Guelph high school be French Immersion?

A: Some members of the community are expressing that they want the new secondary school to have FI while others have expressed that they are opposed to this. At this time, program has yet to be determined. Several factors will need to be considered when determining the program and boundary of the new secondary school – the program needs of current and future secondary students, enrolment projections, etc.

Q: When and how are decisions made regarding new high school programming?

A: In 2018/19, a secondary program review will occur and it will look at all of the Board's secondary schools to review what is currently being offered and how this aligns with the needs of our secondary students. Following this, once we know what programs the new secondary school is going to offer, a boundary review will need to be conducted. Boundary reviews follow Board policy which is a prescribed process; however, program reviews do not. It is likely that public engagement will be a part of the program review process.

Q: What are the timelines for the new high school project?

A: It is likely a 3-4 year process for program decisions and for the design and school construction to occur.

Q: Why does the school only have 900 pupil places? This does not seem like enough.

A: The Ministry has approved funding for a 900 pupil place school. Staff is cognizant of designing a building that will accommodate future growth/additions to the structure and will plan/strategize for this during the building process.

Q: Could the International Baccalaureate (IB) program be offered at the new secondary school?

A: IB, as a program, is only offered within the City of Guelph at Guelph CVI at this time. When the program is next reviewed and evaluated, the Board will look at the possibility of expanding the program beyond Guelph. This is the only commitment that the Board has made at this time.

Q: Will we see an increase to mental health and guidance supports in the future?

A: The Ministry has committed additional funds to this; however, we are currently reviewing this to determine what this will bring beyond the scope of services and staff that we are currently offering.

Q: How does the Board determine the need for Before and After School Programs?

A: The Board maintains interest lists at schools. If there is expressed interest to fill 30 spaces, the Board examines community need, child ages, and interest from third-party providers to offer service in the location required. Staffing, based on the ages of children filling the spaces, can be a challenge for some providers which is a challenge to establishing a new program. Through JK registration, the Board also solicit schools with no existing Before and After School Programs to gauge the interest level of new families.

Q: Is Brock Road the only continuing education site in the Board?

A: While Brock Road is the principal site, satellite classes and continuing education opportunities are available throughout the Board at various sites.

Q: What is FCI?

A: FCI stands for Facility Condition Index. The Facility Condition Index is a ratio used by the Ministry to measure the relative condition of each school facility. FCI is calculated by dividing the cost of repairs for a building by the replacement value of the building. Information on the condition of Ontario schools is gathered in five-year cycles, the first of which took place from 2011 to 2015. The program is currently in year two of its second cycle (2016 to 2020). A school with a low FCI rating needs less repair and renewal work than a school with a higher FCI rating.

Q: From an equity perspective, schools with active councils earn funds to build great outdoor play spaces. Schools with less active councils cannot secure the funds to do so. Does the Board fund outdoor space improvements or only building improvements?

A: The Board is primarily funded for facility improvements. All schools are treated equally, regardless of what their student councils choose to initiate. The Board does assist all schools with inspection and maintenance of outdoor spaces/play structures once they are installed/established.

Q: Is this standard across all Boards?

A: Due to limited funding and resources, the need for improved outdoor play and learning spaces is a common concern province-wide. Our Environmental Education Management Team considers funding and how to support schools in this capacity so that all students have access to outdoor learning space in varying capacities. Although the look and type of space may vary, we work to find solutions to make outdoor learning equally accessible to all.

C: We appreciate the Board taking the time to host public meetings and to engage the community in this process. Learning how these processes work and the many areas of operation within the Board is helpful to parents, as it increases understanding in relation to the education system.

Q: Will the new high school offer enough program options at opening, especially if it combines FI and Regular Track programs?

A: When completing a French Diploma in secondary, only 10 of the required credits must be in French. This allows for a varied program and integration of the two tracks. That having been said, a program review must occur and at this time, the program for the new school has yet to be determined.

Long Term Accommodation Plan

Q & A and Comments

Public Meeting – Phase 2
Orangeville DSS – Cafetorium
7 to 9 pm - May 10, 2018

C: I am a Westside parent. I see that recreation centres and community hubs are underutilized by the schools. I think that a better job can be done integrating them, especially with summer programming. The schools should take advantage of the closeness of facilities. Also, students need better mastery of subjects. E-learning is not practical for many students. I have concerns with the expectation of doing 6 hours of math/day online and limited access to teachers. The response time to questions online is too long. We should be using the empty schools during the summer instead. Why no reach-ahead programs in Grade 8? What about the integration of programs? The principals are not proactive enough. Activities in the margins of schools are key. Activities like recreation, extra-curricular, etc.

A: We have shared your previous comments regarding e-learning with the Board. The district-wide secondary program review will be the opportunity to address these kinds of issues directly.

C: The only e-learning in person for math is in Guelph. If parents don't know about that program, it could impact its popularity/attendance.

Q: We live in Orangeville and since there is no secondary FI here, kids from the French Language school go to Mississauga for French secondary. There are approximately 200 students at the French language school now, with 10-15 graduating from Grade 8. Secondary FI in Orangeville will benefit the students. Do I understand correctly that a secondary FI program wouldn't open until 2021?

A: 2021 is just a projection. No decision has been made. Board processes need to be followed. Several factors will need to be considered in the Impact Study.

C: I would like to see a review of Community Hubs. What are the Principals doing with them? I would like to see data regarding lack of extra-curricular activities and field trips. Montgomery Village students should be using the facilities at Westside. There are not enough marginal activities. The use of the recreation centres needs to be leveraged and expanded.

A: When we make reference to community hubs as it relates to schools, we are talking about a different circumstance. We are referring to the use of either surplus space in

schools or the co-location/building with other public services for the benefit of students. However, your point about making use of community assets is an important consideration.

C: Barrie is also taking some of the Orangeville kids for secondary FI.

Q: For secondary FI, what could we do to get a program in Orangeville sooner? Students have been moved around a lot during elementary and would like some stability through secondary. What are out next steps? We want some stability instead of travelling so much and losing extra-curricular activities.

A: We have heard this from other parents and you aren't alone in that desire. When the Board undertakes the district-wide secondary program review and Impact Study, this is when more focused discussion can happen.

Q: Would there be grandfathering opportunities for kids who might be moved to the new Orangeville secondary FI?

A: A comprehensive district-wide secondary program review must take place first. Then we would need to conduct an FI/IB Impact Study for Orangeville/Dufferin and Erin DHS. Depending upon the outcome of the Impact Study we may need to conduct an accommodation and/or boundary review. Following this would be course selection and staffing. The earliest start for a possible secondary FI program in Orangeville/Dufferin is 2021/22. Grandfathering would need to be considered as part of a future accommodation or boundary review process.

C: It must be difficult to project or to know future enrolment.

A: We do have access to enrolment lists and projected trends to assist in projections.

Q: What is the mindset for International Baccalaureate (IB) in Orangeville? Does it have parent support?

A: In 2012 the Board completed an evaluation of interest in IB. The study found support for IB in Guelph and future opportunities in Dufferin and Wellington. IB will be part of the secondary program review.

C: I want to state again that I am concerned about the question and response time with e-learning courses.

Upper Grand District School Board

LONG TERM ACCOMMODATION PLAN FINAL REPORT

As Approved June 27, 2018





TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
SECTION 1: INTRODUCTION	2
Board Overview	2
Purpose Of A Long Term Accommodation Plan	2
Guiding Principles	3
Vision	3
Focus	3
LTAP Annual Review	4
LTAP 5-Year Review	4
Board Enrolment Projections 2017-2027	5
Elementary Enrolment Projection	5
Secondary Enrolment Projection	5
Enrolment Overview By Review Area	6
SECTION 2: REVIEW AREA ACCOMMODATION PRIORITIES	7
5-Year Work Plan Priorities	8
Existing Board Motions	8
Capital Priorities	9
Program Reviews	9
District-Wide Secondary Program Review	9
10-Year Work Plan Priorities	9
Erin Review Area	10
Program, Resource and Facility Considerations	16
Elementary and Secondary	16
Elementary	16
Secondary	17
SECTION 3: ACCOMMODATION CONSIDERATIONS	18
Current Board Motions and Ministry Directives	18
Current Board Motions	18
École Harris Mill PS Boundary Review (January 28, 2014):	18

James McQueen PS Boundary Review (January 28, 2014):	. 18
École Guelph Lake PS Boundary Review (June 23, 2015):	. 18
UGDSB Elementary French Review (May 25, 2016):	. 18
Expansion of the International Baccalaureate Program in the Upper Grand DSB (December 20, 2016):	
Report of the Secondary French Review Committee (June 27, 2017):	. 19
Ministry Directives	. 19
Board Motions for Secondary French Immersion	. 20
Secondary FI Enrolment	. 20
Accommodation of Secondary FI	. 21
Impact Study	. 21
SECTION 4: BOARD-WIDE INITIATIVES	. 22
Community Hubs/Facility Partnerships	. 22
Childcare and Before and After School Programs	. 23
Adult and Continuing Education Programs	. 23
Glossary	. 24
Appendix A	. 26
Enrolment and Utilization Forecasts	. 26
Appendix B	. 40
Review Area Maps	. 40
Appendix C	. 41
Existing Before & After School Program and Child Care Availability	. 41

EXECUTIVE SUMMARY

The Long Term Accommodation Plan (LTAP) Final Report was developed by Board staff in consultation with stakeholders. Public engagement was important to the LTAP process and determination of future priorities considered the input received.

The establishment of LTAP Guiding Principles at the outset of this process ensured that the LTAP was aligned with the Board's Strategic Plan and consistent with the Board's overall Guiding Principles and Vision.

The LTAP Final Report identifies short and long-term priorities to address student accommodation needs. Each of the priorities requires other processes to be undertaken prior to a final decision by trustees.

The list of priorities includes annual processes such as the LTAP review, consideration of Community Planning and Partnership opportunities, and the review of *Development* Area school assignments. The short and long-term priorities include Ministry Capital Priorities Requests to resolve current and projected enrolment pressure, as well as proposed Program/Grade Level Reviews, Boundary Reviews and Pupil Accommodation Reviews (PARs).

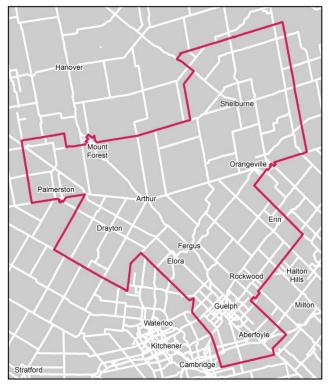
The report also includes the need to consider Board-wide programming, resource and facility matters. It highlights possible servicing gaps and opportunities to improve the delivery of equitable and effective programs across the jurisdiction.

The report is organized as follows:

- Provides an overview of the UGDSB, the purpose of the LTAP, the LTAP Section 1 Guiding Principles, the annual and 5-year LTAP review processes and the 10-year enrolment projections for the elementary and secondary panels.
- Section 2 Includes the review area short and long-term accommodation priorities, an explanation about the timing and necessity of priorities and a summary of Board-wide program, resource, and facility considerations.
- Section 3 Highlights other considerations including current Board motions and Ministry directives impacting accommodation and specifically Board motions regarding secondary French Immersion (FI).
- Section 4 Includes information about other Board-wide initiatives including Community Hubs and Facility Partnerships, Child Care and Before and After School Programs and Adult and Continuing Education Programs.

SECTION 1: INTRODUCTION

Figure 1 - Map of UGDSB



BOARD OVERVIEW

The Upper Grand District School Board (UGDSB) currently has 65 elementary schools (JK-8) and 11 secondary schools (Grades 9-12), and serves nearly 35,000 students.

By 2027 it is projected that the Board will have an enrolment of over 39.000 students. A review of the Board's accommodation is necessary to respond to enrolment changes and to ensure the needs of students are met.

PURPOSE OF A LONG TERM ACCOMMODATION PLAN

The Long Term Accommodation Plan (LTAP) is a strategic review of the Upper Grand District School Board's facilities, population projections, and enrolment forecasts.

The LTAP is an important step in ensuring alignment of school facilities with the needs of the Board and the communities it serves.

The LTAP includes a list of priorities for the Board to focus on in the short-term (1-5 years) and long-term (6-10 years).

The LTAP does not provide recommendations about changes to school programs or boundaries. Any future accommodation solutions must be considered through an open and transparent process, in accordance with Board policy. Final decisions regarding future changes to school boundaries and programs are made by the Board of Trustees.

Accommodation planning is not static. There are several factors that can influence enrolment projections and school utilization such as changes in the pace of new residential development construction, demographic shifts, and changes to Ministry initiatives. For this reason, the LTAP is a living document that will be reviewed and updated on an annual basis.

GUIDING PRINCIPLES

The Board established guiding principles to reinforce what is important to consider when developing the LTAP. The Guiding Principles are divided into two categories, Vision and Focus.

Vision reflects Board and Ministry policies and initiatives to ensure that the LTAP is consistent with the overall Board vision and plan.

Focus addresses values that relate to the methodology of the LTAP. The principles are aligned with the Board's focus on ensuring that schools can respond to changes in curriculum and program, are safe and in good condition, and the operation of schools is in line with Board resources.

VISION

- The plan should be a component of the Board's Strategic Plan and be consistent with the Board's overall Guiding Principles and Vision Statement.
- The plan's primary purpose is to support the efficient use of the Board's facilities while integrating student and program needs in a holistic jurisdiction-wide approach.
- The plan will identify regular processes that:
 - Monitor Board and/or Provincial policies and initiatives;
 - o Identify the impact of Board and/or Provincial policies and initiatives on the Board's accommodation strategy;
 - Implement actions that maintain alignment of the Board's accommodation strategy with the Board's Strategic Plan.

Focus

- The plan should identify alternatives that support a range of accommodation models and opportunities in elementary, secondary and continuing education where demand, space and viability exist.
- The plan should identify and reflect accommodation processes that allow the Board to be responsive to changes in curriculum, program and policy.
- The plan should promote the continued renewal and maintenance of facilities to ensure high quality, environmentally responsible and safe learning environments.
- The plan should promote schools with viable concentrations of school-aged populations, while accounting for unique program or geographic circumstances, where necessary.

- The plan should align with the Board's financial resources.
- The plan should take "into account opportunities for partnerships with other school boards (if viable) and appropriate public organizations that are financially sustainable, safe for students and support the Board's Vision, Guiding Principles and Strategic Plan priorities." (UGDSB Policy 319)
- The plan should promote communication and establish a strategy for receiving input from school communities.

LTAP ANNUAL REVIEW

The LTAP will be reviewed annually and include; updated data, information about changes to Provincial policy or programs affecting the LTAP, changes to accommodation priorities and any relevant information pertaining to Board-wide priorities and initiatives and will ensure that identified capital priorities reflect the accommodation and program needs of our schools.

The annual update will be communicated to school communities and stakeholders to ensure public awareness. The Board's advisory committees will also be provided with an update on the outcomes of the LTAP review and an opportunity to provide input.

Dependent upon the changes contemplated, staff may schedule a public information meeting with affected school communities to provide additional information about the changes.

LTAP 5-YEAR REVIEW

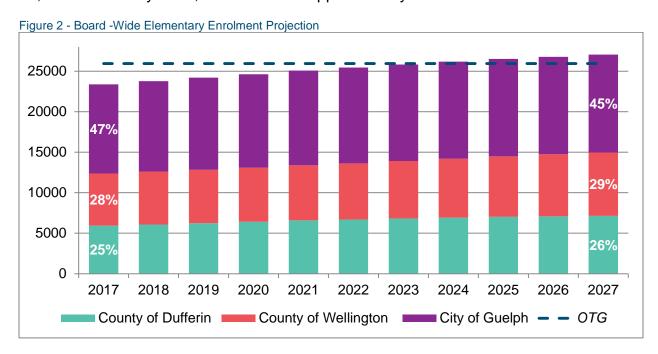
A comprehensive review will be conducted every five years. The process undertaken will include an extensive review of the Board's facilities, population projections and enrolment forecasts as well as any other information pertaining to accommodation.

In comparison to the annual review process, the public engagement process for the 5year review would be expanded to promote a shared understanding of local issues between the Board, staff, partners and school communities.

BOARD ENROLMENT PROJECTIONS 2017-2027

ELEMENTARY ENROLMENT PROJECTION

As shown in Figure 2, total elementary enrolment is projected to increase to just over 27,000 students by 2027, an increase of approximately 16% from 2017.



SECONDARY ENROLMENT PROJECTION

In Figure 3, the secondary enrolment projection indicates growth of approximately 11% to a total of 12,300 students by 2027. The breakdown of secondary enrolment between Dufferin and Wellington County and the City of Guelph is similar to the elementary panel.

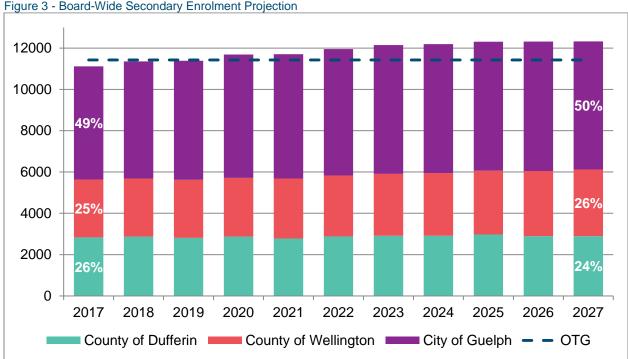


Figure 3 - Board-Wide Secondary Enrolment Projection

ENROLMENT OVERVIEW BY REVIEW AREA

Based on total available *capacity* in the Board's elementary schools and secondary schools, projected growth will result in a shortfall of approximately 1,000 pupil places in each panel by 2027.

However, this shortfall does not mean that every school is fully utilized. Many of those schools which are fully utilized today are the same schools that are projected to be overcrowded in the 5 and 10-year projections. This trend is more apparent in the individual review area enrolment projections in Appendix A.

Appendix A includes the enrolment projections by elementary and secondary review area and identifies schools that are projected to be overcrowded, underutilized or well utilized over the 10-year forecast period.

SECTION 2: REVIEW AREA ACCOMMODATION PRIORITIES

Annual priorities are identified starting in 2018/19, and in each year of the 10-year planning period. These priorities align with the vision and focus of the LTAP Guiding Principles. The annual LTAP review process will ensure that the priorities continue to support these principles.

Any accommodation action requires approval from the Board. Staff will prepare reports in accordance with Board policy or procedures for consideration by the Board.

Annual capital priorities requests, such as new schools or additions require funding approval by the Ministry of Education. As such, timing associated with these priorities or subsequent actions are subject to Ministry approval.

Consideration of school conversions or additions to address Full Day Kindergarten (FDK) classroom needs will also be examined through accommodation or boundary review processes or as part of a capital priorities needs assessment. Staff will bring forward capital priorities for Board approval.

Accommodation priorities identified in the next 10-years include:

- impact studies,
- boundary reviews,
- pupil accommodation reviews (PARs),
- program/grade level reviews, and
- requests for capital funding to support new schools or additions.

As required by the Board's Community Planning and Partnership Policy and consistent with the LTAP Guiding Principles, the annual Partnership Report will identify potential partnership space and co-build opportunities.

Consideration of new, modified, or deleted Development Areas requires the presentation of an annual report and approval by Trustees.

Figure 4 illustrates the Board's short-term (5-year) work plan and these priorities are summarized by review area in Table 1. Long-term work plan priorities are illustrated in Figure 5 and Table 2. Long-term priorities are matters to be addressed by the Board in the 10-year planning horizon.

5-YEAR WORK PLAN PRIORITIES

Priorities in the 5-year work plan are meant to address the most immediate accommodation issues. There are processes identified to address existing Board motions, review of Board policies for compliance with Ministry guidelines, school utilization and program issues.

EXISTING BOARD MOTIONS

There are a number of Board motions which pre-date the initiation of the LTAP. These motions need to be addressed in the short term work plan.

One of these motions about investigating the expansion of the International Baccalaureate (IB) program to include a Primary Years or Middle Years Program in the City of Guelph, has been initiated by a committee of Board staff and is ongoing.

Staff is required to bring a report to Trustees prior to February 2019, recommending whether École Guelph Lake PS should accommodate the senior grades starting with Grade 7 in September 2019 and then Grade 8 in September 2020. The alternative is to delay the start of the intermediate grades at École Guelph Lake PS, with students continuing to feed to École King George PS for Grades 7&8 until the size of these cohorts have increased.

Consistent with the Guiding Principles of the LTAP, a review of Board policies is identified in the 5-year work plan. It is necessary for Board Policy 305 and Procedure 305-A to be aligned with the Ministry's revised Pupil Accommodation Review Guideline (PARG). Further, Board Policy 319 and Procedure 319-A will need to be revised once the Ministry releases a revision to the Community Planning and Partnerships Guideline (CPPG).

There are Board motions directing staff to explore the expansion of IB outside of Guelph as well as the possibility of secondary FI programming in Orangeville/Dufferin. Staff has included an FI/IB Impact Study for Orangeville/Dufferin secondary and Erin DHS in 2018/19. If the impact study concludes that a new FI secondary program should be offered in Orangeville/Dufferin, a subsequent boundary review or PAR process would need to be conducted. This is included as a priority in 2019/20.

A PAR for Centre Wellington elementary is identified in 2019/20 in response to previous Board motions. Board decisions on a PAR process are necessary prior to the Board submitting a capital priorities request for funding for a new elementary school in Centre Wellington.

CAPITAL PRIORITIES

Capital priorities are identified to support the efficient use of Board facilities while integrating student and program needs. Submission of capital priorities requests to the Ministry, as described on page 7 are intended to resolve the most immediate overcrowding issues. Processes are also included to address underutilization or enrolment imbalance issues.

PROGRAM REVIEWS

A program review for JK-8 FI in West Guelph in the short-term is identified in response to feedback about the lack of a consolidated JK-8 FI program. The timing of this priority presents an opportunity to consider the feasibility of a consolidated program in advance of the first year that the new West Guelph FI program expands from Gateway Drive PS to Willow Road PS for Grades 4-8 FI.

DISTRICT-WIDE SECONDARY PROGRAM REVIEW

A district-wide secondary program review will evaluate the high school programming currently offered throughout the UGDSB. It will identify the programming needs of secondary students throughout the jurisdiction to ensure that the Board is providing a range of quality programs and learning opportunities at the secondary level to maximize student engagement, achievement and well-being.

As part of this review, the 7-12 school model will be discussed and will consider the pros/cons, and implementation issues associated with this type of school organization. This aligns with the Guiding Principle that the LTAP identify alternatives that support a range of accommodation models, where demand, space and viability exist.

The Secondary Program Review is to be initiated immediately, and a final report presented to Trustees in November 2018. This review will inform future short-term priorities including the FI/IB Impact Study for Orangeville/Dufferin secondary and Erin DHS as well as the new South Guelph secondary school boundary review.

10-YEAR WORK PLAN PRIORITIES

Priorities indicated in the 10-year work plan are intended to address accommodation matters that are less immediate. Identified actions address projected underutilization and enrolment imbalances as well as capital priorities requests and associated processes to resolve overcrowding concerns.

The 10-year priorities may change as the LTAP is reviewed to ensure the work plan is responsive to changes in enrolment, curriculum, program and policy.

ERIN REVIEW AREA

The Erin Secondary Review Area is included as part of the FI/IB Impact Study and associated boundary review/PAR. However, aside from this, there are no other short or long-term accommodation priorities identified for the Erin Elementary Review Area.

The Town of Erin is undertaking a Municipal Class Environmental Assessment (Class EA) to determine the preferred design alternative for wastewater servicing of the existing urban areas of the Village of Erin and Hillsburgh, and to accommodate future growth.

There remains uncertainty around the timing and scope of wastewater servicing, and as such, it is not appropriate to identify elementary accommodation priorities for the Erin Elementary Review Area at this time.

Two enrolment scenarios are provided in Appendix A. One scenario shows enrolment if development begins within 5 years and the status quo scenario shows enrolment if development does not proceed within the projection period.

The Board will review LTAP projections and priorities annually and will reflect future decisions of the Town of Erin.

2018/19

CAPITAL **PRIORITIES REQUESTS**

- Hyland Heights & Glenbrook Additions
- PROGRAM **REVIEW**
 - École Guelph Lake 7-8
 - District-Wide Secondary Program Review
 - FI/IB Impact Study Dufférin/Erin
- BOUNDARY **REVIEW**
 - New Guelph Secondary School
- POLICY **REVIEW**
 - Policy 305
 - Policy 319

2019/20

- CAPITAL **PRIORITIES REQUESTS**
 - Edward Johnson Addition
- BOUNDARY **REVIEW/PAR**
 - Orangeville/ Dufferin/Erin Secondary
- PAR
 - Centre Wellington Elementary (incl. Alma)

2020/21

- CAPITAL **PRIORITIES REQUESTS**
 - Northwest **Fergus** Elementary School
 - Island Lake Addition
- PROGRAM **REVIEW**
 - West Guelph Consolidated JK-8 FI Feasibility Study

2021/22

BOUNDARY **REVIEW**

 West Guelph Consolidated JK-8 FI

2022/23

CAPITAL **PRIORITIES REQUESTS**

- Clair-Maltby Elementary School #1
- PROGRAM **REVIEW**
 - Wellington County IB Feasibility Study
- BOUNDARY **REVIEW**
 - South Guelph Regular Track

Figure 5 – 10-Year Work Plan

2023/24

- CAPITAL **PRIORITIES REQUESTS**
 - Credit Meadows Addition
- PAR
 - Guelph/ Eramosa Elementary
- 5 YEAR LTAP **REVIEW**

2024/25

- CAPITAL **PRIORITIES REQUESTS**
 - New Shelburne Elementary School
 - New Grand Valley Elementary School
- PAR
 - Wellington North Elementary

2025/26

- CAPITAL **PRIORITIES REQUESTS**
 - TBD
- BOUNDARY **REVIEW**
- Clair-Maltby/ Aberfoyle Elementary

2026/27

- CAPITAL **PRIORITIES REQUESTS**
 - Clair-Maltby Elementary School #2
- BOUNDARY **REVIEW**
- Shelburne Elementary

2027/28

- CAPITAL **PRIORITIES REQUESTS**
 - TBD
- BOUNDARY **REVIEW**
 - Grand Valley Elementary

Table 1 - Summary of Proposed Short-Term Accommodation Actions by Review Area

Review Area	sed Short-Term Accommodation Act Recommended Action	Detail			
	Capital Priorities Request	FDK Classroom Conversions/Additions			
	Program/Grade Level Review	District-wide Secondary School Program Review			
All Review Areas	LTAP Review	Annual review of LTAP enrolment information and priorities			
	Community Planning and Partnerships	Annual consideration of partnership opportunities			
	Development Areas	Annual review of DAs and school assignments			
Wellington County	Program/Grade Level Review	IB in County of Wellington (Feasibility Study)			
Orangeville	Program/Grade Level Review	FI and IB in Orangeville/Dufferin and Erin (Impact Study)			
DPE01 DPS01	Program/Boundary Review	Orangeville/Dufferin/Erin Secondary Review			
D1 001	Capital Priorities Request	Island Lake PS Addition			
	Program/Grade Level Review	FI and IB in Orangeville/Dufferin and Erin (Impact Study)			
Dufferin DPE02	Program/Boundary Review	Orangeville/Dufferin/Erin Secondary Review			
DPS01	Capital Priorities Request	Hyland Heights ES Addition			
	Capital Priorities Request	Glenbrook ES Addition			
East Guelph	Program/Grade Level Review	École Guelph Lake PS Grade 7&8 Implementation Plan			
WPE01 WPS01	Program/Boundary Review	New Guelph Secondary School			
	Capital Priorities Request	Edward Johnson PS Addition			
West Guelph WPE02	Program/Boundary Review	New Guelph Secondary School			
WPS01	Program/Grade Level Review	JK-8 FI program consolidation (Feasibility Study/Boundary Review)			
South Guelph WPE03	Program/Boundary Review	New Guelph Secondary School			
WPS01	Capital Priorities Request	New Clair-Maltby Elementary School #1			

Italicized words are found in the Glossary starting on page 24.

Review Area	Recommended Action	Detail				
	Boundary Review	South Guelph Regular Track Elementary Review				
Guelph/Eramosa WPE04 WPS01	Program/Boundary Review	New Guelph Secondary School				
Wellington North WPE05 WPS02	No Short-Term Ac	No Short-Term Accommodation Actions Proposed				
Minto WPE06 WPS02	No Short-Term Accommodation Actions Proposed					
Mapleton WPE07 WPS02	PAR	Centre Wellington Elementary (incl. Alma) Review				
Centre Wellington WPE08	PAR	Centre Wellington Elementary (incl. Alma) Review				
WPS02	Capital Priorities Request	Northwest Fergus Elementary School				
Erin WPE09 WPS03	Program/Grade Level Review	FI and IB in Orangeville/Dufferin and Erin (Impact Study)				

Table 2 - Summary of Proposed Long-Term Accommodation Actions by Review Area

Review Area	Recommended Action	Detail			
	5 Year LTAP Review	Comprehensive review of LTAP			
All Review Areas	Capital Priorities Request	FDK Classroom Conversions/Additions			
	LTAP Review	Annual review of LTAP enrolment information and priorities			
	Community Planning and Partnerships	Annual consideration of partnership opportunities			
	Development Areas	Annual review of DAs and school assignments			
Orangeville DPE01 DPS01	Capital Priorities Request	Credit Meadows ES Addition			
Dufferin	Capital Priorities Request	New Shelburne Elementary School			
DPE02 DPS01	Capital Priorities Request	New Grand Valley Elementary School			

Review Area	Recommended Action	Detail
	Boundary Review	Shelburne Elementary ¹
	Boundary Review	Grand Valley Elementary ¹
East Guelph WPE01 WPS01	No Long-Term Ac	commodation Actions Proposed
West Guelph WPE02 WPS01	No Long-Term Ac	commodation Actions Proposed
South Guelph	Boundary Review	New Clair-Maltby Elementary School #1 ¹
WPE03 WPS01	Capital Priorities Request	New Clair-Maltby Elementary School #2
Guelph/Eramosa WPE04 WPS01	PAR	Guelph/Eramosa Elementary
Wellington North WPE05 WPS02	PAR	Wellington North Elementary
Minto WPE06 WPS02	No Long-Term Ac	commodation Actions Proposed
Mapleton WPE07 WPS02	No Long-Term Ac	commodation Actions Proposed
Centre Wellington WPE08 WPS02	No Long-Term Ac	commodation Actions Proposed
Erin WPE09 WPS03	No Long-Term Ac	commodation Actions Proposed

¹ Contingent on other actions (i.e. Capital Priorities Approvals and Ministry Funding)

PROGRAM, RESOURCE AND FACILITY CONSIDERATIONS

The purpose of the first phase of public engagement was for staff to share the <u>Long Term Accommodation Plan Background Report</u> and gather input from school communities to inform the writing of the LTAP.

The feedback received highlighted the consistency of issues, regardless of the school community or region. Given that stakeholders had the opportunity to discuss any school related matters, feedback received reflected a number of non-accommodation matters, including:

- a school's culture/community such as inclusivity and the value of a supportive and cohesive school community,
- desire for programming opportunities/access and the resources necessary to support successful students,
- school environments and facilities/grounds such as school size, parking, playgrounds and school yard greening.

Feedback reinforced a need to reflect on other Board-wide programming strategies, resource and facility matters, separate from traditional school board accommodation planning.

Senior administration will need to consider the following issues in the context of how each aligns with the Board's overall Vision, Guiding Principles and strategic plan priorities as well as current Board initiatives.

ELEMENTARY AND SECONDARY

- Ensure equitable and accessible technology at the school-level including Wi-Fi speed
- Review Special Education accommodation
- Ensure equitable distribution of FSL resources throughout the jurisdiction
- Assess play structure and school yard greening procedures, and funding options
- Support active transportation

ELEMENTARY

- Ensure transition planning practices and resources support staff and students when transitions are proposed
- Continue to encourage best practices in school communication to parents/guardians

 Consider opportunities for grade structure continuity (i.e. JK-6, JK-8) in accommodation and boundary reviews

SECONDARY

- Review mental health and educational supports for students (i.e. guidance staff)
- Review availability of program options (i.e. AP courses, FI courses, college level science and math and e-learning courses), and school-level promotion of course options
- Inventory small group discussion spaces in secondary schools and investigate opportunities to increase access to such spaces
- Promote secondary school activities aimed at integrating students of various grades and programs to create more connected school communities

SECTION 3: ACCOMMODATION CONSIDERATIONS

CURRENT BOARD MOTIONS AND MINISTRY DIRECTIVES

There are a number of existing Board motions and Ministry directives that have an impact on the proposed LTAP accommodation priorities.

CURRENT BOARD MOTIONS

ÉCOLE HARRIS MILL PS BOUNDARY REVIEW (JANUARY 28, 2014):

4. Effective June 2022 when the first class of FI students graduates to Grade 9, students in the Rockwood FI program will attend John F. Ross CVI. This secondary school assignment is subject to change by any Board process that occurs prior to this date which may alter secondary school attendance areas."

JAMES McQueen PS Boundary Review (January 28, 2014):

8. Planning staff consider an accommodation review for Centre Wellington elementary students, both RT and FI in the upcoming long term accommodation plan.

The Board direct staff to include the *consolidation* of the FI program in Centre Wellington in one school as one consideration in the revision of the long term accommodation plan and in any resulting accommodation review objectives."

ÉCOLE GUELPH LAKE PS BOUNDARY REVIEW (JUNE 23, 2015):

3. That prior to February 2019, the Planning Department provide a report to the Board with recommendations about the start of Grades 7 and 8 at the Couling Crescent school supported by updated enrolment projections and information on intermediate class sizes.

UGDSB ELEMENTARY FRENCH REVIEW (May 25, 2016):

18. That future elementary and secondary French immersion accommodation needs and locations be considered during the development of the Board's long term capital and accommodation plan.

EXPANSION OF THE INTERNATIONAL BACCALAUREATE PROGRAM IN THE UPPER GRAND DSB (DECEMBER 20, 2016):

- 2. Staff be directed to investigate the expansion of the International Baccalaureate program to include a Primary Years Program and/or Middle Years Program, in the City of Guelph.
- 3. Staff be directed to investigate establishing an International Baccalaureate Diploma Program in Dufferin County and/or the County of Wellington.

REPORT OF THE SECONDARY FRENCH REVIEW COMMITTEE (JUNE 27, 2017):

- 2i. Identify accommodation options for the placement of French Immersion programs in UGDSB secondary schools as part of the Long Term Accommodation Plan (LTAP) process.
- xii. Through the Long Term Accommodation Planning (LTAP) process, determine if the forecasted doubling of the FI enrolment by 2026 requires the addition of FI secondary sites or whether students can be accommodated at existing sites.
- xiv. Planning Department conduct an impact study on FI enrolment at Erin DHS to determine the viability of introducing either Extended French or FI programs at an Orangeville secondary school.

MINISTRY DIRECTIVES

In June of 2017, the Ministry notified school boards of its intention to revise both the Pupil Accommodation Review Guideline (PARG) and Community Planning and Partnerships Guideline (CPPG).

The Ministry released its final revised version of the PARG on April 27, 2018. Templates to be used by Boards when conducting a PAR are expected to be made available by the Ministry in the fall of 2018.

The timing for a revised CPPG is undetermined. The Board's PAR <u>Policy 305 and Procedure 305-A</u> and Community Planning and Partnerships <u>Policy 319 and Procedure 319-A</u> will need to be amended to align with the revised guidelines.

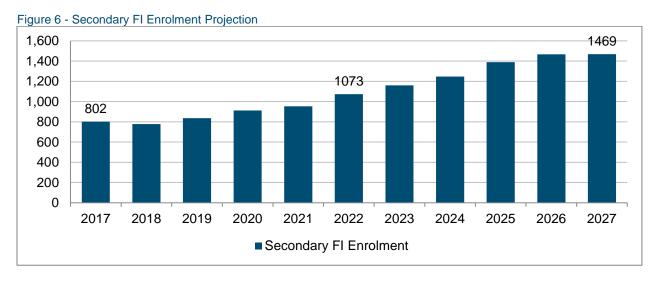
Until the PARG templates and CPPG have been released by the Ministry, and both Board policies updated, no new PARs can be undertaken.

BOARD MOTIONS FOR SECONDARY FRENCH IMMERSION

As required by the Secondary French Review motions, the LTAP must identify secondary FI accommodation options, and advise whether the doubling of secondary FI enrolment requires additional sites.

SECONDARY FI ENROLMENT

As shown in Figure 6, French Immersion secondary enrolment growth is projected to increase significantly over the 10-year forecast period.



The secondary FI forecast by school is outlined in Table 3.

Table 3 - Secondary FI Enrolment Projection by School

School	OTG	Enrolment					
School	Old	2017	5 Yr	10 Yr			
John F Ross CVI	1,755	510	696	1,000			
Centre Wellington DHS	1,467	93	102	122			
Norwell DSS	975	62	34	52			
Erin DHS	558	137	241	295			
Total	4,755	802	1,073	1,469			

As a percentage of the total secondary enrolment, FI is projected to increase from 7% in 2017 to 12% by 2027.

ACCOMMODATION OF SECONDARY FI

Access to secondary FI is dispersed throughout the District, and high schools offering FI are located in communities where original elementary programs were established.

However, smaller secondary programs do face challenges when there is only one feeder school, resulting in small cohorts of students each year in secondary FI. Despite this, it is important to maintain these locations to provide continuity between elementary and secondary FI.

Accordingly, and because there are no accommodation related matters which would necessitate reconsideration of program locations, no reviews related to FI at Centre Wellington DHS or Norwell DSS are suggested.

At John F. Ross CVI, FI enrolment is projected to increase to 1,000 students by 2027. Together with *Regular Track (RT)* growth, this will place significant pressure on the school. FI enrolment alone equates to 60% utilization of the school.

The Ministry's funding approval of a new 900-pupil place high school in South Guelph will require the review of program and boundaries for the new school, and other Guelph high schools.

At Erin DHS, FI enrolment is forecasted to increase from approximately 140 students in 2017 to almost 300 students in 2027. This growth is largely due to increased FI enrolment from Orangeville/Dufferin.

Orangeville/Dufferin FI enrolment is projected to increase by 90% from nearly 70 students in 2017 to approximately 200 students in 2027. By 2027, Orangeville/Dufferin FI enrolment will represent approximately 70% of Erin DHS FI enrolment.

IMPACT STUDY

The Board approved secondary program-related motions direct staff to explore the expansion of the International Baccalaureate program and possible secondary FI programming in Orangeville/Dufferin.

The impact of either of these programs needs to be assessed comprehensively in order to consider the effect on enrolment at existing schools, how existing program enrolment may change, whether existing facilities can accommodate new programs, and whether existing school boundaries need to be adjusted in response to possible new programs. A comprehensive evaluation is suggested to include Orangeville/Dufferin high schools and Erin DHS.

SECTION 4: BOARD-WIDE INITIATIVES

COMMUNITY HUBS/FACILITY PARTNERSHIPS

The UGDSB has a variety of facility partnerships throughout the jurisdiction. These partnerships include standalone childcare facilities on Board property, childcare space in converted school space, purpose built community rooms and a jointly constructed facility.

The UGDSB recognizes that facility partnerships can:

- reduce facility operating costs for school boards and governments;
- improve services and supports available to students;
- strengthen relationships between school boards, community partners and the public;
- maximize the use of public infrastructure through increased flexibility and utilization; and
- provide a foundation for improved service delivery for communities.

Partnership opportunities may exist in surplus school space or in planned new schools in accordance with the provisions of the Board's Community Planning and Facility Partnership Policy 319 and Procedure 319-A.

The <u>2017 Facility Partnerships Report</u> identified that it would be appropriate to consider co-build opportunities at the new South Guelph secondary school. It also identified that it would be appropriate to approach the partnership list about interest in a co-build on the Northwest Fergus elementary school site, prior to making a future application to the Ministry for capital priorities funding.

In accordance with Board policy, the Board will continue to evaluate opportunities to utilize unused space in schools for facility partnerships.

In June 2017, the Ministry of Education announced it would revise the Community Planning and Partnerships Guideline (CPPG). The timeframe for a revised guideline is uncertain. However, once a revised guideline is released, the Board's policy will be revised to conform to the new guideline.

The UGDSB will continue to share planning information and consult annually with potential partners about co-location or co-building opportunities.

CHILDCARE AND BEFORE AND AFTER SCHOOL PROGRAMS

Responses to the Board's online survey in the first phase of engagement indicated that there is a demand for childcare in some schools across the jurisdiction.

In particular, respondents indicated interest in childcare in Wellington County schools and specifically in the Guelph/Eramosa (Rockwood) area.

Input received reinforces the need for the Board to continue the annual survey of school communities to determine whether there is sufficient demand to open viable Before and After School Programs.

Further, the Board will continue to work with Consolidated Municipal Service Managers (CMSMs) and other stakeholders to confirm the demand and viability of new and existing programs.

A table showing 2017/18 Before and After School Programs and a map showing current licensed school based, institutional and home child care locations across the jurisdiction are included in Appendix C.

Adult and Continuing Education Programs

Adult and continuing education programs are distributed across the jurisdiction. However, there was support from survey respondents to expand access to this service.

In areas where long-term surplus school space is projected, it is appropriate to consider if there is opportunity to expand adult and continuing education programming.

GLOSSARY

Attendance Area is a Board defined geographical area that designates which school a student attends based on program and primary residential address of the student.

Capacity refers to the number of students a facility can accommodate.

Consolidation refers to the merging of two or more schools or programs into one facility to create a new or enlarged school or program.

Development Area (DA) is a geographically distinct area designated by the Board, which is not part of a school attendance area. Students from these areas are assigned temporary accommodation at holding schools that have spaces available.

Dual Track is a school that offers both Regular Track (English) and French Immersion instruction.

Facility is the physical components of a school.

IB stands for the International Baccalaureate program. There are a total of four IB programmes that focus on teaching students to think critically and independently, and how to inquire with care and logic. The IB Diploma Program is offered in the UGDSB for students aged 16-19.

On The Ground (OTG) Capacity is the student loading of a school as reported to the Ministry of Education for grant purposes and reflects all permanent teaching space available for instructional purposes. OTG capacity does not include capacity in temporary facilities (i.e. portables or portapaks).

Pupil Accommodation Review (PAR) is a Ministry-mandated process to determine the future of a school or group of schools.

Program/Grade Level Review is a review of programs and grades in a school or schools which may include an impact study or feasibility study.

Portable is a single, temporary structure providing additional classroom space. Portables are built with wood frame construction, fully heated and without plumbing. Portables are considered temporary accommodation and are not included in a school's OTG capacity.

Portapak is a cluster of portable classrooms joined together by a common hallway and attached to the permanent facility. Portapaks are built with a wood frame, fully heated but without plumbing, and is considered temporary accommodation and are not included in a school's OTG capacity.

Regular Track (RT) refers to English programming.

Review Area may include the attendance area of an individual school or group of

schools, family of schools, Municipal, or any other geographic area.

School is a facility that accommodates a body of elementary students or secondary students organized as a unit for educational purposes under the jurisdiction of the Board.

Utilization measures the extent to which a school is operating at full capacity. The Board uses two points of reference to compare school utilization; Underutilized and Overcrowded.

> Overcrowded is a standard whereby Full Time Equivalent (FTE) enrolment exceeds a school's On the Ground (OTG) capacity resulting in a utilization rate of 110% or higher

Underutilized is a standard whereby Full Time Equivalent (FTE) enrolment falls below a school's On the Ground (OTG) capacity resulting in a utilization rate of 80% or lower.

Appendix A

ENROLMENT AND UTILIZATION FORECASTS

ORANGEVILLE/DUFFERIN REVIEW AREAS - ELEMENTARY (DPE01, DPE02) & SECONDARY (DPS01)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

- Secondary FI program location in Orangeville/Dufferin
- Consolidated JK-8 FI programs in Orangeville

OVERVIEW OF ACCOMMODATION ISSUES

Orangeville Elementary Review Area (DPE01)

- Credit Meadows ES projected to be well utilized in 10-year forecast, without Development Area currently assigned to Laurelwoods ES
 - Area designated as North Hansen and Edgewood Development Area (DA) and assigned to Laurelwoods ES
- Island Lake PS projected to be overcrowded in the 10-year forecast period
- Princess Margaret PS projected to be underutilized in the 10-year forecast period

Dufferin Elementary (DPE02)

- Enrolment pressure forecasted at Laurelwoods ES and Grand Valley & District PS
 - Enrolment growth pressure at Laurelwoods ES due to assignment of North Hansen and Edgewood Valley DAs
 - Enrolment growth pressure at Grand Valley & District PS due to proposed new development in Grand Valley
- Current and projected enrolment pressure at Hyland Heights ES and Glenbrook
 ES
 - Reliance on temporary capacity at both schools to accommodate current and projected growth
- Significant short and long-term residential growth planned in Shelburne
 - Sustained enrolment pressure in all Shelburne schools with insufficient capacity to accommodate projected growth

Orangeville/Dufferin Secondary (DPS01)

- Orangeville/Dufferin secondary FI students attend Erin DHS
- Enrolment decline projected at Orangeville DSS in next 5 years
- Enrolment growth projected at Centre Dufferin DHS in next 5 years

REVIEW AREA ENROLMENT PROJECTIONS

Table 1 – Orangeville Elementary Review Area Enrolment and Utilization Projection

Table 1 – Orangevi				nrolmer			tilizatio	n	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Credit Meadows ES	JK-8 RT	426	410	447	402	96%	105%	94%	13%
Island Lake PS	JK-8 RT	490	519	560	553	106%	114%	113%	1%
Montgomery Village ES	JK-8 RT	481	502	481	443	104%	100%	92%	2%
Parkinson	JK-8 RT		309	264	229		% 95%		
Centennial	JK-3 FI	521	10	230	230	61%		88%	22%
PS	Sum		319	494	459				
Princess	JK-8 RT		240	243	317	97%		101%	16%
Elizabeth	JK-5 FI	636	374	324	326		89%		
PS	Sum		614	567	643				
Princess Margaret PS	JK-8 RT	443	314	318	317	71%	72%	72%	2%
	JK-8 RT		269	309	312				
Spencer	4-8 GI	423	33	50	50	71%	110%	126%	0%
Avenue ES	4-8 FI	423	0	105	173	1 1 /0	110%	120 /0	0 /0
	Sum		302	464	535				
Review	Area	3,420	2,980	3,331	3,352	87%	97%	98%	8%

Table 2 – Dufferin Elementary Review Area Enrolment and Utilization Projection

			Enrolment			U	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
0	JK-8 RT		296	340	364				
Centennial Hylands ES	JK-8 FI	541	103	203	245	74%	100%	113%	16%
Trylando 20	Sum		399	543	609				
East Garafraxa PS	JK-8 RT	167	175	175	208	105%	105%	125%	13%
Glenbrook ES	JK-8 RT	449	520	561	554	116%	125%	123%	0%

			E	nrolmer	nt	ι	n	5 Yr	
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Grand Valley & District PS	JK-8 RT	458	249	395	597	54%	86%	130%	21%
Hyland Heights ES	JK-8 RT	418	475	633	657	114%	151%	157%	18%
Laurelwoods ES	JK-8 RT	375	285	341	489	76%	91%	130%	6%
Mono	JK-8 RT		178	158	155				
Amaranth	6-8 FI	328	215	120	113	120%	85%	82%	15%
PS	Sum		393	278	268				
Primrose ES	JK-8 RT	377	468	437	401	124%	116%	106%	3%
Review A	Area	3,113	2,964	3,363	3,783	95%	108%	122%	12%

Table 3 – Dufferin Secondary Review Area Enrolment and Utilization Projection

		Enrolment			Utilization			5 Yr	
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centre Dufferin DHS	9-12	798	795	1,018	1,059	100%	128%	133%	28%
Orangeville DSS	9-12	1,332	1,171	1,019	987	88%	77%	74%	25%
Westside SS	9-12	777	868	842	852	112%	108%	110%	5%
Review	Area	2,907	2,834	2,879	2,898	97%	99%	100%	19%

ACCOMMODATION PRIORITIES

Table 4 - Short and Long-Term Priorities for Orangeville/Dufferin Review Areas

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP	Annual review of LTAP
	information and priorities	information and priorities
Community	Consider partnership	Consider partnership
Hubs/Facility	opportunities where there is	opportunities where there is
Partnerships	sufficient space	sufficient space
Development Areas	Annual review of DA school assignments	Annual review of DA school assignments

Tools	Short Term	Long Term
Capital Priorities Request	Resubmit Ministry capital priorities request for addition at Glenbrook ES	Submit Ministry capital priorities request for addition at Credit Meadows ES
	Resubmit Ministry capital priorities request for addition at Hyland Heights ES	Submit Ministry capital priorities request for new Shelburne Elementary School
	Submit Ministry capital priorities request for addition at Island Lake PS	Submit Ministry capital priorities request for new Grand Valley Elementary School
Program/Grade Level Reviews	Impact study to examine FI and IB program opportunities in Orangeville/Dufferin and impact on enrolment at Erin DHS	None proposed at this time
Boundary Reviews	Orangeville/Dufferin/Erin Secondary Review	New Shelburne Elementary School Review ¹
		New Grand Valley Elementary School Review ¹
Accommodation Reviews	None proposed at this time	None proposed at this time

¹ Contingent on capital priorities funding approval from the Ministry of Education

GUELPH AND PUSLINCH REVIEW AREAS – ELEMENTARY (WPE01, WPE02, WPE03) AND SECONDARY (WPS01)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

- Consolidated JK-8 FI program in West Guelph
- Overcrowded elementary and secondary schools

OVERVIEW OF ACCOMMODATION ISSUES

East Guelph Elementary (WPE01)

- Enrolment growth pressure projected at Brant Avenue PS
 - Morningcrest DA is holding at Brant Ave PS
- Long-term enrolment growth pressure at École King George PS and Edward Johnson PS
 - Growth in 5-year horizon at École King George PS due in part to feed of Grade 7&8 from École Guelph Lake PS
 - Reliance on temporary capacity at Edward Johnson PS to accommodate enrolment pressure
- Ottawa Cres PS projected to remain underutilized during the 10-year forecast period

West Guelph Elementary (WPE02)

- No consolidated JK-8 FI program in West Guelph
- June Avenue PS projected to be underutilized during the 10-year forecast period
- Limited residential development projected in review area
 - Enrolment growth projected at Gateway Drive PS in the 5-year projection is due to new JK-3 FI program
 - Enrolment growth projected at Willow Road PS in the 10-year projection due to addition of Grades 4-8 FI

South Guelph/Puslinch Elementary (WPE03)

- Significant long-term residential development projected for Clair-Maltby Secondary Plan lands and Guelph Innovation District lands
 - o Clair-Maltby Secondary Plan DA holding at Aberfoyle PS
 - Guelph Innovation District DA holding at Priory Park PS (JK-6) and Jean Little PS (7-8)
- New elementary school sites in the Clair-Maltby Secondary Plan lands required to accommodate projected growth
- Projected enrolment imbalances in RT programs in South Guelph

Guelph Secondary (WPS01)

- New 900 pupil-place secondary school in South Guelph is not included in Guelph Secondary projection table
 - o New secondary school programming and boundary to be determined
 - New school may impact existing Guelph secondary schools boundaries and programs

REVIEW AREA ENROLMENT PROJECTIONS

Table 5 - East Guelph Elementary Review Area Enrolment and Utilization Projection

Table 5 - East Gueiph	Elomoniary ito	VIOW 7 (I OU		nrolme			tilizatio	n	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Brant Ave PS	JK-6 RT	259	255	289	276	98%	112%	107%	29%
École Guelph Lake PS	JK-8 FI	541	349	445	434	65%	82%	80%	0%
École King George PS	JK-8 FI	481	474	646	645	99%	134%	134%	0%
Edward Johnson PS	JK-6 FI	285	369	352	338	129%	124%	119%	15%
John Galt PS	JK-8 RT	380	348	412	409	92%	108%	108%	0%
Ken Danby PS	JK-8 RT	576	487	521	464	85%	90%	81%	0%
Ottawa Crescent PS	JK-6 RT	357	217	218	213	61%	61%	60%	25%
	JK-8 RT		371	401	423				
Waverley Dr PS	4-8 GI	593	123	123	123	83%	88%	92%	22%
F3	Sum		494	524	546				
William C. Winegard PS	JK-8 RT	510	409	545	602	80%	107%	118%	0%
Review A	rea	3,982	3,402	3,952	3,927	85%	99%	99%	10%

Table 6 - West Guelph Elementary Review Area Enrolment and Utilization Projection

Table 6 - West 0	deiph Element	ary Neview		nrolmer			tilizatio	n	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Central PS	JK-6 RT	274	218	238	243	80%	87%	89%	25%
	JK-8 RT		254	241	249				
Gateway Drive PS	JK-3 FI	369	0	154	135	69%	107%	104%	9%
Dilvero	Sum		254	395	384				
June Avenue PS	JK-6 RT	257	183	182	187	71%	71%	73%	3%
Mitchell Woods PS	JK-8 RT	495	578	552	514	117%	112%	104%	5%
.	JK-6 RT		214	267	298				
Paisley Road PS	JK-6 FI	510	259	244	206	93%	100%	99%	16%
rtoud i o	Sum		473	511	504				
Taylor Evans PS	JK-8 RT	454	391	431	465	86%	95%	102%	14%
\	JK-6 RT		83	100	96				
Victory PS	JK-4 FI	308	184	152	153	87%	82%	81%	20%
. 0	Sum		267	252	249				
Westwood PS	JK-8 RT	458	373	384	405	81%	84%	88%	14%
\A/' -	JK-8 RT		346	375	446				
Willow Road PS	4-8 FI	607	13(JK)	0	108	59%	62%	91%	15%
11.Juu 1 J	Sum		359	375	554				
Review	Area	3,732	3,096	3,320	3,505	83%	89%	94%	13%

Table 7 - South Guelph/Puslinch Elementary Review Area Enrolment and Utilization Projection

			Е	nrolmei	nt	Ú	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Aberfoyle PS	JK-8 RT	423	379	404	515	90%	96%	122%	31%
École Arbour Vista PS	JK-8 FI	449	493	504	435	110%	112%	97%	0%
Fred A. Hamilton PS	JK-6 FI	308	295	277	265	96%	90%	86%	20%

			Е	nrolmei	nt	U	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Jean Little PS	JK-8 RT	343	367	393	424	107%	115%	124%	27%
John McCrae PS	JK-8 FI	484	635	624	573	131%	129%	118%	1%
Kortright Hills PS	JK-8 RT	426	473	484	522	111%	114%	123%	6%
Priory Park PS	JK-6 RT	289	205	262	374	71%	91%	129%	34%
Rickson Ridge PS	JK-8 RT	490	447	568	592	91%	116%	121%	0%
Sir Isaac Brock PS	JK-8 RT	527	555	472	420	105%	90%	80%	1%
Westminster Woods PS	JK-8 RT	588	664	575	538	113%	98%	91%	0%
Review Area		4,327	4,513	4,563	4,658	104%	105%	108%	12%

Table 8 - Guelph Secondary Review Area Enrolment and Utilization Projection

Table 6 - Gueipi				nrolmer		U	tilizatio	n	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centennial CVI	9-12	1,167	1,506	1,639	1,564	129%	140%	134%	26%
College Heights SS	9-12	516	413	557	518	80%	108%	100%	30%
Cualmh	9-12		1,264	1,117	1,115				
Guelph CVI	9-12 IB	1,269	281	447	460	122%	123%	124%	30%
OVI	Sum		1,545	1,564	1,575				
IE Dage	9-12		1,501	1,658	1,549				
JF Ross CVI	9-12 FI	1,755	510	696	1,000	115%	134%	145%	20%
CVI	Sum		2,011	2,354	2,549				
Review	Area	4,707	5,475	6,114	6,206	116%	130%	132%	27%

ACCOMMODATION PRIORITIES

Table 9 - Short and Long-Term Priorities for Guelph/Puslinch Review Areas

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP	Annual review of LTAP
	information and priorities	information and priorities
Community	Consider partnership	Consider partnership
Hubs/Facility	opportunities where there is	opportunities where there is
Partnerships	sufficient space	sufficient space
Development	Annual review of DA school	Annual review of DA school
Areas	assignments	assignments
Capital Priorities	Submit Ministry capital priorities	Submit Ministry capital
Request	request for addition at Edward Johnson PS	priorities request for addition at New Clair-Maltby Elementary
	Submit Ministry capital priorities	School #2
	request for addition at New	
	Clair-Maltby Elementary School	
	#1	
Program/Grade	Grade level review involving	Investigate potential to create
Level Reviews	École Guelph Lake PS and	JK-8 FI program(s) in West
	École King George PS to	Guelph
	determine start of intermediate	
	division at École Guelph Lake PS	
	Feasibility study to determine	
	potential to consolidate JK-8 FI	
	program in West Guelph	
Boundary	Guelph secondary boundary	New Clair-Maltby Elementary
Reviews	review to include all Guelph high	School #1 Boundary Review ¹
	schools and establish boundary	
	and program(s) for new south-	
	end high school	
	South Guelph Regular Track	
DAD	Boundary Review	N
PARs	None proposed at this time	None proposed at this time

¹ Contingent on capital priorities funding approval from the Ministry of Education

GUELPH/ERAMOSA REVIEW AREA – ELEMENTARY (WPE04) AND SECONDARY (WPS01)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

• Keep schools open

OVERVIEW OF ACCOMMODATION ISSUES

Guelph/Eramosa Elementary (WPE04)

- Residential development in north Rockwood projected to increase enrolment at Rockwood Centennial PS
- Enrolment decline projected at Eramosa PS in the next 5 years
 - Eramosa PS projected to remain underutilized for the 10-year forecast period

Guelph Secondary (WPS01)

- Guelph/Eramosa RT and FI students attend JF Ross CVI
 - Guelph secondary boundary review process to include Guelph/Eramosa secondary students

REVIEW AREA ENROLMENT PROJECTIONS

Table 10 –Guelph/Eramosa Elementary Review Area Enrolment and Utilization Projection

			Enrolment			ι	Jtilizatio	on	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
4	JK-5 RT		159	119	127				
École Harris Mill PS	JK-5 FI	320	140	183	185	93%	94%	98%	0%
	Sum		299	302	312				
Eramosa PS	JK-6 RT	164	118	80	73	72%	49%	45%	34%
Rockwood	JK-8 RT		360	323	372				
Centennial	6-8 FI	469	0	47	61	77%	79%	92%	16%
PS	Sum		360	370	433				
Review Area		953	777	752	818	82%	79%	86%	17%

Table 11 - Guelph Secondary Review Area Enrolment and Utilization Projection

			E	nrolmer	nt	U	tilizatio	n	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centennial CVI	9-12	1,167	1,506	1,639	1,564	129%	140%	134%	26%
College Heights SS	9-12	516	413	557	518	80%	108%	100%	30%
Cualmh	9-12		1,264	1,117	1,115				
Guelph CVI	9-12 IB	1,269	281	447	460	122%	123%	124%	30%
OVI	Sum		1,545	1,564	1,575				
IE Dage	9-12		1,501	1,658	1,549				
JF Ross CVI	9-12 FI	1,755	510	696	1,000	115%	134%	145%	20%
CVI	Sum		2,011	2,354	2,549				
Review	Area	4,707	5,475	6,114	6,206	116%	130%	132%	27%

ACCOMMODATION PRIORITIES

Table 12 - Short and Long-Term Priorities for Guelph/Eramosa Review Area

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP	Annual review of LTAP
	information and priorities	information and priorities
Community	Consider partnership	Consider partnership
Hubs/Facility	opportunities where there is	opportunities where there is
Partnerships	sufficient space	sufficient space
Development	Annual review of DA school	Annual review of DA school
Areas	assignments	assignments
Capital Priorities	None proposed at this time	None proposed at this time
Program/Grade Level Reviews	Feasibility study to investigate potential to expand IB program into Wellington County	None proposed at this time
Boundary Reviews	Guelph secondary boundary review to include all Guelph high schools and establish boundary and program(s) for new southend high school	None proposed at this time
Pupil Accommodation Reviews	None proposed at this time	Review of Guelph/Eramosa Elementary Schools

WELLINGTON NORTH ELEMENTARY SCHOOLS (WPE05) AND SECONDARY (WPS02)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

Continue to support rural schools

OVERVIEW OF ACCOMMODATION ISSUES

Wellington North Elementary (WPE05)

- Enrolment growth projected at Victoria Cross PS in the next 5 years
 - Victoria Cross PS is holding school for South Mount Forest DA
- Arthur PS and Kenilworth PS projected to remain underutilized in 10-year forecast period

Wellington Secondary (WPS02)

 Wellington Heights SS projected to remain underutilized in the 10-year forecast period

REVIEW AREA ENROLMENT PROJECTIONS

Table 13 - Wellington North Elementary Review Area Enrolment and Utilization Projection

		Enrolment					5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Arthur PS	JK-8 RT	446	328	349	358	74%	78%	80%	22%
Kenilworth PS	JK-6 RT	118	74	68	71	63%	58%	60%	38%
Victoria Cross PS	JK-8 RT	409	384	425	473	94%	104%	116%	16%
Review	Area	973	786	842	902	81%	87%	93%	25%

Table 14 - Wellington Secondary Review Area Enrolment and Utilization Projection

Table 14 - Wellingto			U	5 Yr					
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centre	9-12		1,130	1,167	1,306				
Wellington	9-12 FI	1,467	93	102	122	83%	87%	97%	3%
DHS	Sum		1,223	1,269	1,428				
	9-12		588	635	668				
Norwell DSS	9-12 FI	975	62	34	52	67%	69%	74%	30%
	Sum		650	669	720				

		Enrolment			U	5 Yr			
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Wellington Heights DHS	9-12	651	474	444	474	73%	68%	73%	2%
Review A	Area	3,093	2,347	2,382	2,622	76%	77%	85%	12%

ACCOMMODATION PRIORITIES

Table 15 - Short and Long-Term Priorities for Wellington North Review Area

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP information and priorities	Annual review of LTAP information and priorities
Community Hubs/Facility Partnerships	Consider partnership opportunities where there is sufficient space	Consider partnership opportunities where there is sufficient space
Development Areas	Annual review of DA school assignments	Annual review of DA school assignments
Capital Priorities	None proposed at this time	None proposed at this time
Program/Grade Level Reviews	Feasibility study to investigate potential to expand IB program into Wellington County	None proposed at this time
Boundary Reviews	None proposed at this time	None proposed at this time
Pupil Accommodation Reviews	None proposed at this time	Review of Arthur PS, Kenilworth PS and Victoria Cross PS

MINTO ELEMENTARY SCHOOLS (WPE06) AND SECONDARY (WPS02)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

Continue to support rural schools

OVERVIEW OF ACCOMMODATION ISSUES

Minto Elementary (WPE06)

• Enrolment growth pressure projected at Palmerston PS in the next 10 years

Wellington Secondary (WPS02)

Norwell DSS projected to remain underutilized in the 10-year forecast period

REVIEW AREA ENROLMENT PROJECTIONS

Table 16 - Minto Elementary Review Area Enrolment and Utilization Projection

			Enrolment			Ų	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Minto Clifford PS	JK-8 RT	500	436	475	500	87%	95%	100%	15%
	JK-8 RT		212	223	260				
Palmerston PS	JK-8 FI	426	202	249	262	97%	111%	123%	10%
	Sum		414	472	522				
Review Area			850	947	1,022	92%	102%	110%	13%

Table 17 - Wellington Secondary Review Area Enrolment and Utilization Projection

		Enrolment				Utilization			5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centre	9-12		1,130	1,167	1,306				
Wellington	9-12 FI	1,467	93	102	122	83%	87%	97%	3%
DHS	Sum		1,223	1,269	1,428				
	9-12		588	635	668				
Norwell DSS	9-12 FI	975	62	34	52	67%	69%	74%	30%
	Sum		650	669	720				
Wellington Heights DHS	9-12	651	474	444	474	73%	68%	73%	2%
Review A	Area	3,093	2,347	2,382	2,622	76%	77%	85%	12%

ACCOMMODATION PRIORITIES

Table 18- Short and Long-Term Priorities for Minto Review Area

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP	Annual review of LTAP
	information and priorities	information and priorities
Community	Consider partnership	Consider partnership
Hubs/Facility	opportunities where there is	opportunities where there is
Partnerships	sufficient space	sufficient space
Development	Annual review of DA school	Annual review of DA school
Areas	assignments	assignments
Capital Priorities	None proposed at this time	None proposed at this time
Program/Grade	Feasibility study to investigate	None proposed at this time
Level Reviews	potential to expand IB program into Wellington County	
Boundary Reviews	None proposed at this time	None proposed at this time
Pupil Accommodation Reviews	None proposed at this time	None proposed at this time

MAPLETON ELEMENTARY SCHOOLS (WPE07) AND SECONDARY (WPS02)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

Continue to support rural schools

OVERVIEW OF ACCOMMODATION ISSUES

Mapleton Elementary (WPE07)

- Enrolment growth pressure projected at Drayton Heights PS and Maryborough PS for next 10 years
- Alma PS projected to remain underutilized in the 10-year forecast period

Wellington Secondary (WPS02)

Norwell DSS projected to remain underutilized in the 10-year forecast period

REVIEW AREA ENROLMENT PROJECTIONS

Table19 - Mapleton Elementary Review Area Enrolment and Utilization Projection

		Enrolment			U	5 Yr			
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Alma PS	JK-6 RT	190	130	102	103	68%	54%	54%	18%
Centre Peel PS	JK-6 RT	282	227	213	231	80%	76%	82%	8%
Drayton Heights PS	JK-8 RT	351	349	412	441	99%	117%	126%	14%
Maryborough PS	JK-6 RT	179	188	224	232	105%	125%	130%	2%
Review A	Area	1,002	894	951	1,007	89%	95%	100%	11%

Table 20 - Wellington Secondary Review Area Enrolment and Utilization Projection

		Enrolment				U	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centre	9-12		1,130	1,167	1,306				
Wellington	9-12 FI	1,467	93	102	122	83%	87%	97%	3%
DHS	Sum		1,223	1,269	1,428				
Norwell DSS	9-12	975	588	635	668	67%	69%	74%	30%

		Enrolment			U	5 Yr			
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
	9-12 FI		62	34	52				
	Sum		650	669	720				
Wellington Heights DHS	9-12	651	474	444	474	73%	68%	73%	2%
Review A	Area	3,093	2,347	2,382	2,622	76%	77%	85%	12%

ACCOMMODATION PRIORITIES

Table 21 - Short and Long-Term Priorities for Mapleton Review Area

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP	Annual review of LTAP
	information and priorities	information and priorities
Community	Consider partnership	Consider partnership
Hubs/Facility	opportunities where there is	opportunities where there is
Partnerships	sufficient space	sufficient space
Development	Annual review of DA school	Annual review of DA school
Areas	assignments	assignments
Capital Priorities	None proposed at this time	None proposed at this time
Program/Grade	Feasibility study to investigate	None proposed at this time
Level Reviews	potential to expand IB program into Wellington County	
Boundary	None proposed at this time	None proposed at this time
Reviews		
Pupil	Centre Wellington Elementary	None proposed at this time
Accommodation	Accommodation Review	
Reviews	(includes Alma PS)	

CENTRE WELLINGTON ELEMENTARY SCHOOLS (WPE08) AND SECONDARY (WPS02)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

- Consolidated JK-8 FI in Centre Wellington
- Address overcrowded schools

OVERVIEW OF ACCOMMODATION ISSUES

Centre Wellington Elementary (WPE08)

- Significant residential development planned in Centre Wellington over projection period
- Enrolment growth pressure projected at Salem PS in next 5 years
 - Salem PS is holding school for Northwest Fergus DA
- Elementary school site reserved in Northwest Fergus DA
 - Salem PS cannot accommodate all of projected enrolment from Northwest Fergus DA
 - No schools in Centre Wellington have surplus capacity to accommodate all the enrolment projected from this DA
 - Ministry capital priorities funding approval required to construct new elementary school
- John Black PS projected to be overcrowded in 5 & 10-year forecast period
- James McQueen PS projected to be underutilized in the 5 & 10-year forecast period
- Motion to consider consolidation of JK-8 FI program in Centre Wellington

Wellington Secondary (WPS02)

Centre Wellington DHS projected to be well utilized in the 10-year forecast period

REVIEW AREA ENROLMENT PROJECTIONS

Table 22 - Centre Wellington Elementary Review Area Enrolment and Utilization Projection

			Е	nrolme	nt	Utilization			5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Elora PS	JK-8 RT	487	432	480	588	89%	99%	121%	18%
	JK-8 RT		382	323	380				
J. Douglas Hogarth PS	3-8 FI	573	215	272	270	104%	104%	113%	15%
l logariii o	Sum		597	595	650				

			Enrolment			U	tilizatio	n	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
_	JK-3 RT		102	92	92				
James McQueen PS	JK-2 FI	380	215	198	203	83%	76%	78%	14%
Moducciii	Sum		317	290	295				
John Black PS	JK-8 RT	328	353	379	387	108%	116%	118%	22%
Ponsonby PS	JK-6 RT	190	181	203	205	95%	107%	108%	6%
Salem PS	JK-6 RT	213	213	441	630	100%	207%	296%	6%
Victoria Terrace PS	JK-6 RT	222	196	270	266	88%	122%	120%	25%
Review A	rea	2,393	2,289	2,658	3,021	96%	111%	126%	15%

Table 23 - Wellington Secondary Review Area Enrolment and Utilization Projection

			nt	U	tilizati	on	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Centre	9-12		1,130	1,167	1,306				
Wellington	9-12 FI	1,467	93	102	122	83%	87%	97%	3%
DHS	Sum		1,223	1,269	1,428				
	9-12		588	635	668				
Norwell DSS	9-12 FI	975	62	34	52	67%	69%	74%	30%
	Sum		650	669	720				
Wellington Heights DHS	9-12	651	474	444	474	73%	68%	73%	2%
Review A	Area	3,093	2,347	2,382	2,622	76%	77%	85%	12%

ACCOMMODATION PRIORITIES

Table 24 - Short and Long-Term Priorities in Centre Wellington Review Area

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP information and priorities	Annual review of LTAP information and priorities
Community Hubs/Facility Partnerships	Consider partnership opportunities where there is sufficient space	Consider partnership opportunities where there is sufficient space
Development Areas	Annual review of DA school assignments	Annual review of DA school assignments

Tools	Short Term	Long Term
Capital Priorities	Submit Ministry capital priorities request for NW Fergus Elementary School	None proposed at this time
Program/Grade Level Reviews	Feasibility study to investigate potential to expand IB program into Wellington County	None proposed at this time
Boundary Reviews	None proposed at this time	None proposed at this time
Pupil Accommodation Reviews	Centre Wellington Elementary Accommodation Review (includes Alma PS)	None proposed at this time

ERIN ELEMENTARY SCHOOLS (WPE09) AND SECONDARY (WPS03)

PUBLIC FEEDBACK FROM WORKSHOPS AND SUBMISSIONS RE: ACCOMMODATION

- Keep schools open
- Maintain secondary FI program at Erin DHS

OVERVIEW OF ACCOMMODATION ISSUES

Erin Elementary

- Erin PS projected to be underutilized in 10-year forecast period in both growth and status quo growth scenarios
- Ross R. MacKay PS is well utilized in 10-year projection if development occurs in next 5 years

Erin Secondary

- Erin DHS is well utilized in 10-year forecast period in both scenarios in both growth and no growth scenarios
 - FI enrolment growth is forecasted to offset RT enrolment decline during forecast period.
- Erin DHS accommodates FI secondary students from Erin and Orangeville/Dufferin

REVIEW AREA ELEMENTARY ENROLMENT PROJECTION

Table 25 - Erin Elementary Review Area Enrolment and Utilization Projection Assuming Housing Development Starting in 5 Years

			Enrolment			Į	Jtilizati	on	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
5	JK-6 RT		139	130	143			107%	6%
Brisbane PS	JK-6 FI	446	264	293	333	90%	0% 95%		
	Sum		403	423	477				
	JK-8 RT		295	228	352		53%	79%	
Erin PS	7-8 FI	535	51	56	72	65%			16%
	Sum		346	284	423				
Ross R. MacKay PS	JK-6 RT	199	90	72	165	45%	36%	83%	20%
Review	Area	1,180	839	779	1,065	71%	66%	90%	14%

ALTERNATIVE ERIN ELEMENTARY PROJECTION

Table 26 - Erin Elementary Review Area Status Quo Enrolment and Utilization Projection

Table 20 Elli El				nrolme			Jtilizati	on	5 Yr
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
Dai al anna	JK-6 RT		139	130	143			101%	
Brisbane PS	JK-6 FI	446	264	290	305	90%	0% 94%		6%
. 0	Sum		403	421	448				
	JK-8 RT		295	216	187		51%	47%	
Erin PS	7-8 FI	535	51	56	67	65%			16%
	Sum		346	271	254				
Ross R. MacKay PS	JK-6 RT	199	90	64	69	45%	32%	35%	20%
Review	Area	1,180	839	756	771	71%	64%	65%	14%

ERIN SECONDARY SCHOOL (WPS03)

REVIEW AREA SECONDARY ENROLMENT PROJECTION

Table 27 - Erin Secondary Review Area Enrolment and Utilization Projection Assuming Housing Development Starting in 5 Years

			Enrolment				5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
	9-12		320	332	307				
Erin DHS	9-12 FI	558	137	241	295	82%	103%	108%	5%
	Sum		457	573	601				
Review Area		558	457	573	601	82%	103%	108%	5%

ALTERNATIVE ERIN SECONDARY PROJECTION

Table 28 - Erin Secondary Review Area Status Quo Enrolment and Utilization Projection

			Enrolment			Į	5 Yr		
School	Program	OTG	2017	5 Yr	10 Yr	2017	5 Yr	10 Yr	FCI
	9-12		320	319	220				
Erin DHS	9-12 FI	558	137	240	290	82%	100%	91%	5%
	Sum		457	560	510				
Review Area		558	457	560	510	82%	100%	91%	5%

ACCOMMODATION PRIORITIES

Table 29 - Short and Long-Term Priorities for Erin Review Area

Tools	Short Term	Long Term
LTAP Review	Annual review of LTAP information and priorities	Annual review of LTAP information and priorities
Community Hubs/Facility Partnerships	Consider partnership opportunities where there is sufficient space	Consider partnership opportunities where there is sufficient space
Development Areas	Annual review of DA school assignments	Annual review of DA school assignments
Capital Priorities	None proposed at this time	None proposed at this time
Program/Grade Level Reviews	Impact study to examine both FI and IB program opportunities in Dufferin/Orangeville and any impact on enrolment at Erin DHS, as directed by Board resolution.	None proposed at this time
	Feasibility study to investigate potential to expand IB program into Wellington County	
Boundary Reviews	None proposed at this time	None proposed at this time
Pupil Accommodation Review	None proposed at this time	None proposed at this time

There are no short or long-term accommodation priorities identified for the Erin elementary review area.

The Town of Erin is undertaking a Municipal Class Environmental Assessment (Class EA) to determine the preferred design alternative for wastewater servicing of the existing urban areas of the Village of Erin and Hillsburgh, and to accommodate future growth.

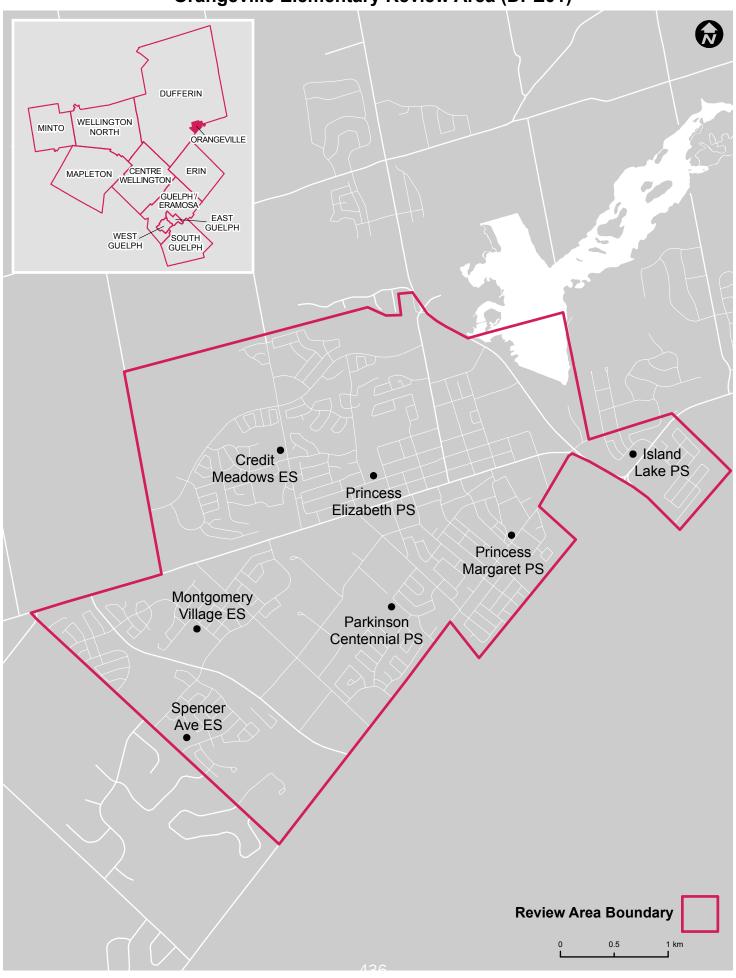
There is uncertainty around the timing and scope of wastewater servicing, and as such, it is not appropriate to identify elementary accommodation priorities at this time.

Two enrolment scenarios have been provided in this report. One scenario shows enrolment if development begins within 5 years and one shows enrolment if development does not proceed within the projection period. The Board will review these projections and the schedule of priorities annually. New priorities will reflect any decisions related to municipal services once that information becomes available.

Appendix B

REVIEW AREA MAPS

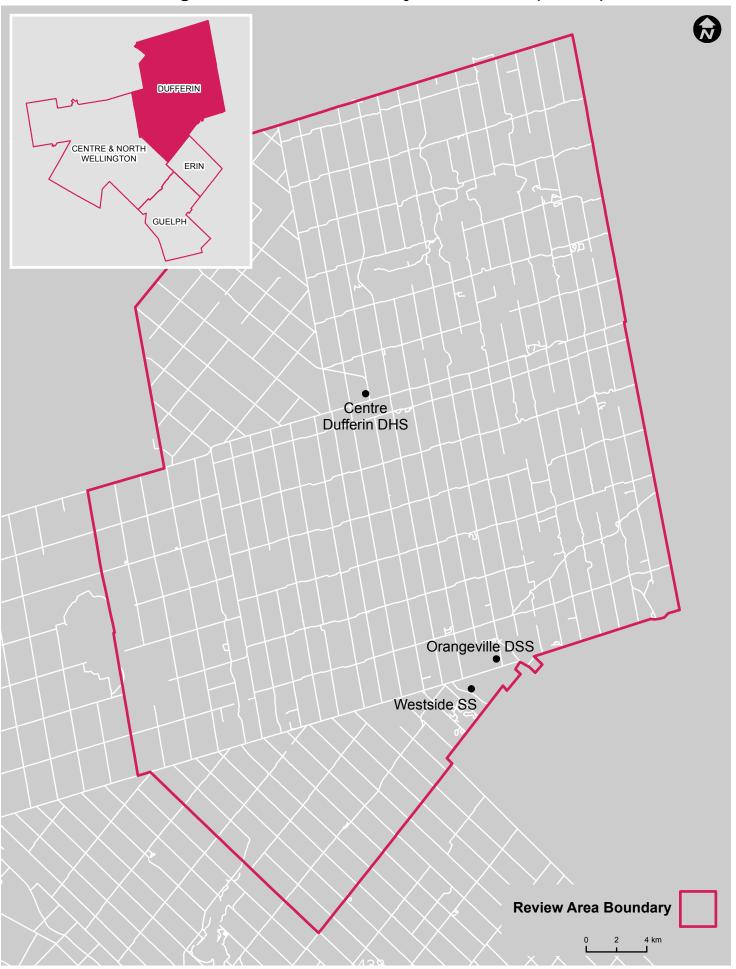
Orangeville Elementary Review Area (DPE01)



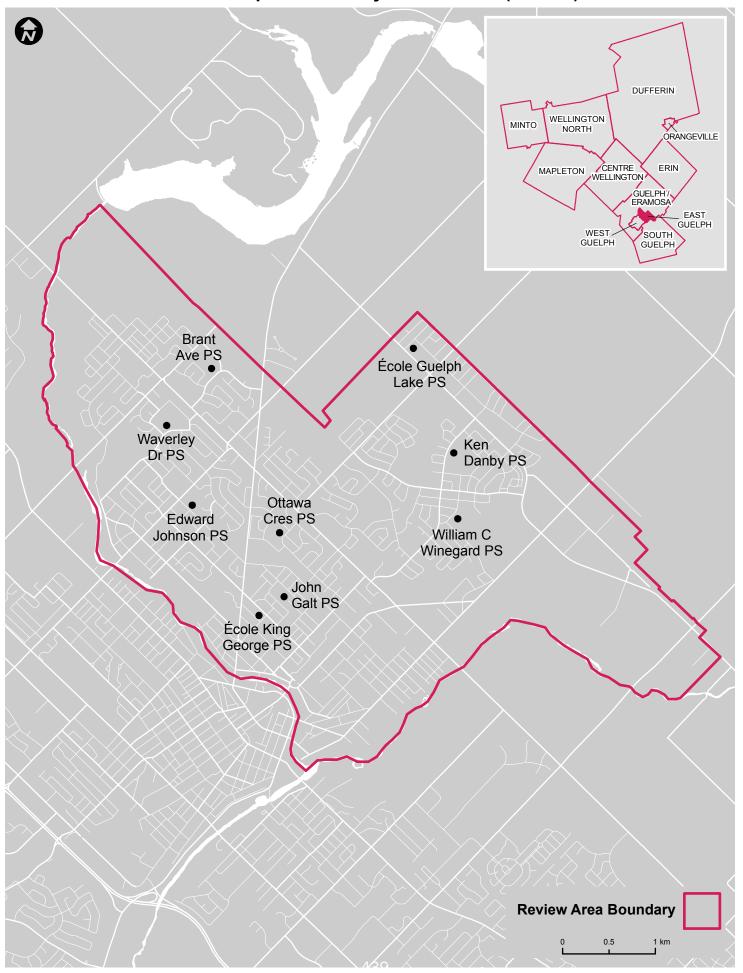
Dufferin Elementary Review Area (DPE02)



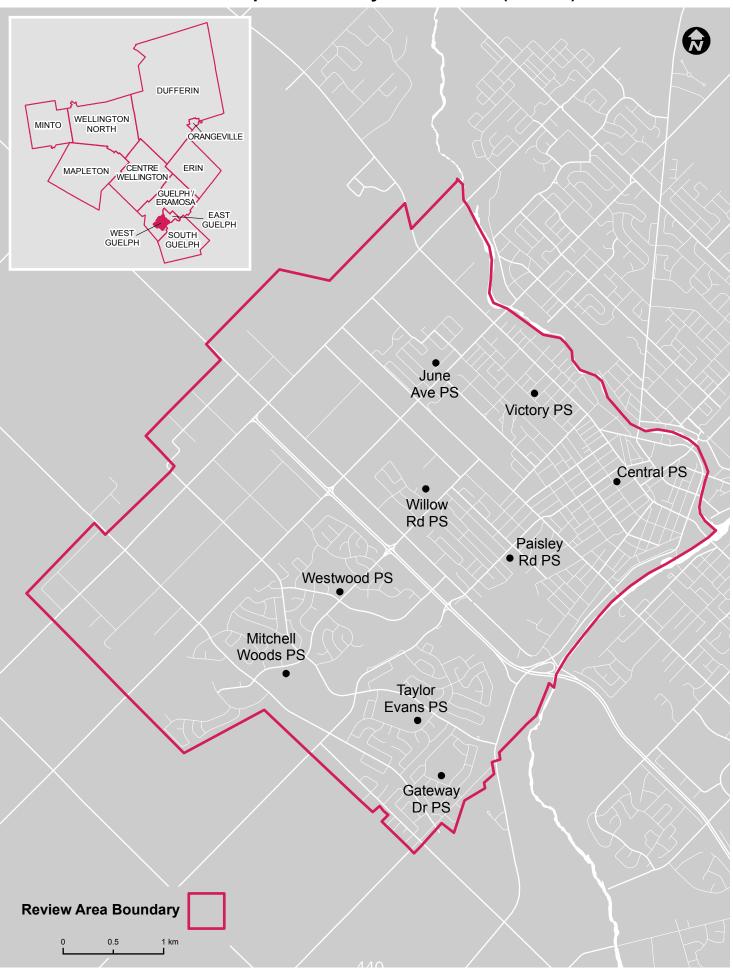
Orangeville/Dufferin Secondary Review Area (DPS01)



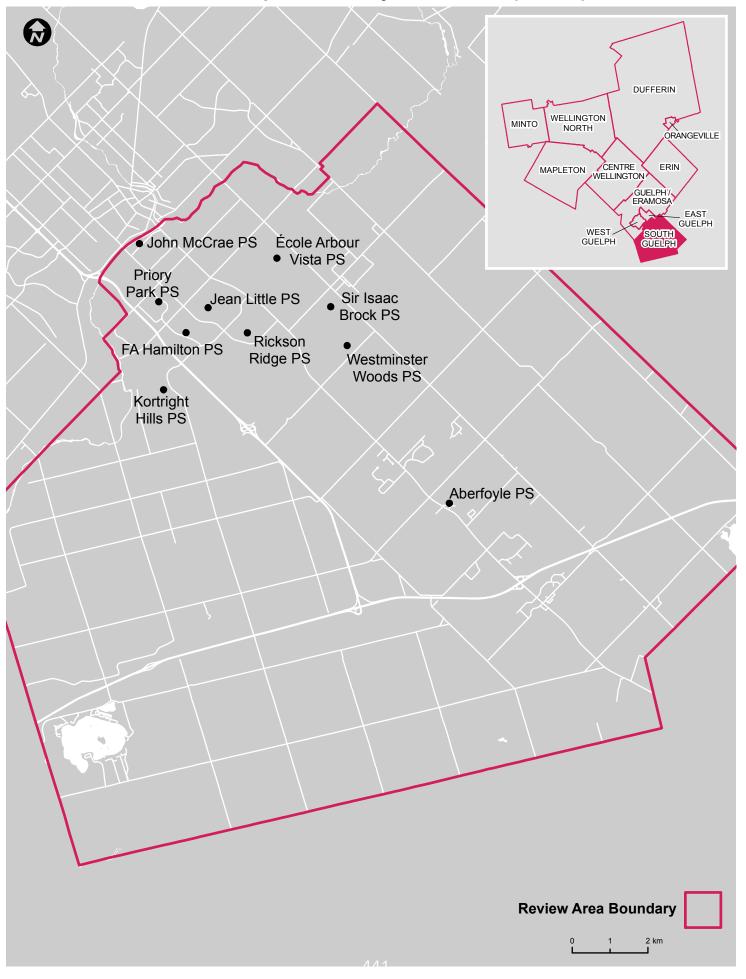
East Guelph Elementary Review Area (WPE01)



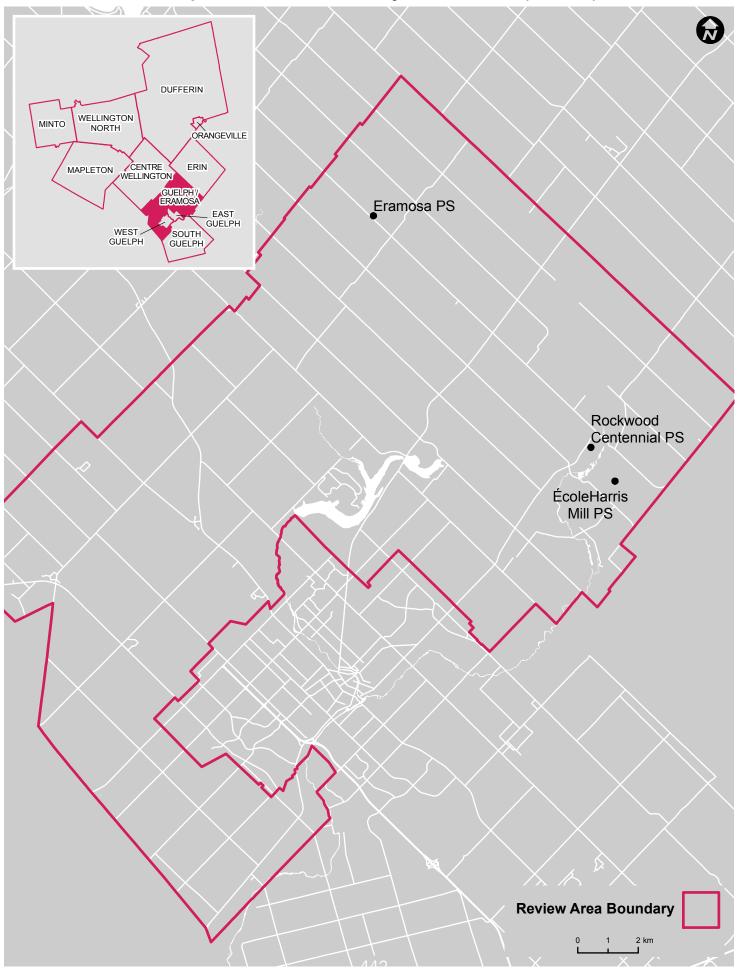
West Guelph Elementary Review Area (WPE02)



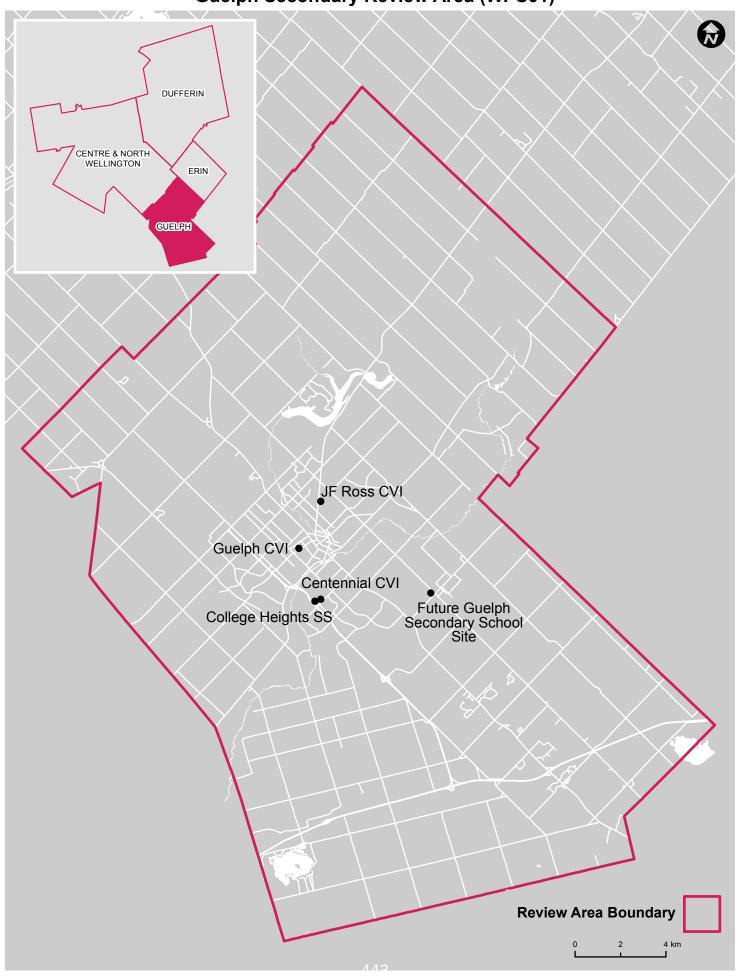
South Guelph Elementary Review Area (WPE03)



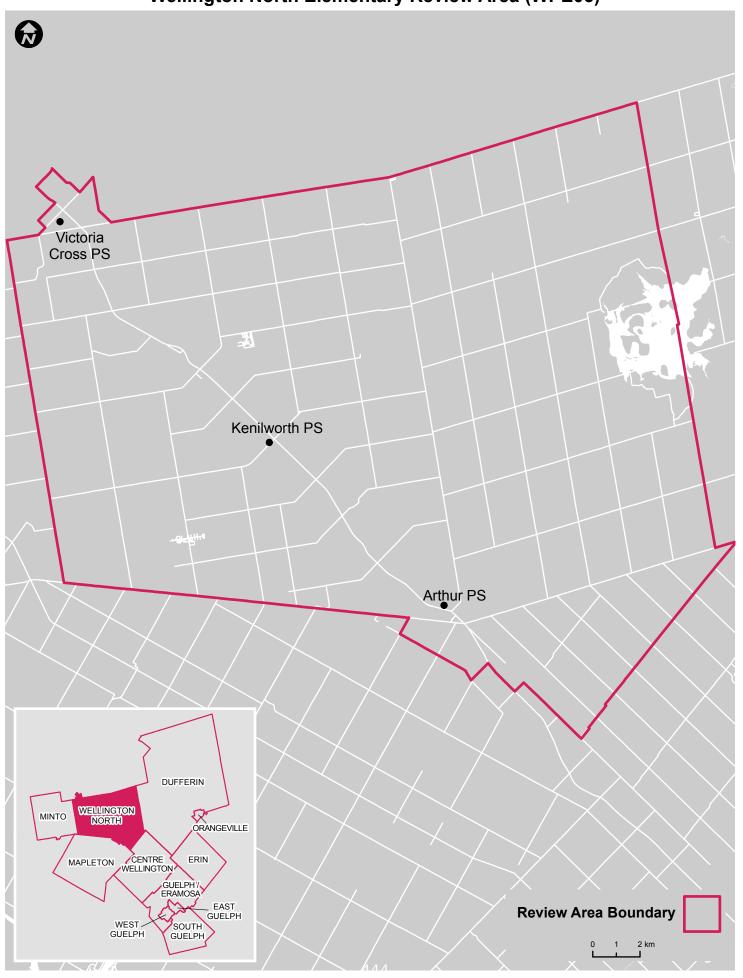
Guelph/Eramosa Elementary Review Area (WPE04)



Guelph Secondary Review Area (WPS01)



Wellington North Elementary Review Area (WPE05)



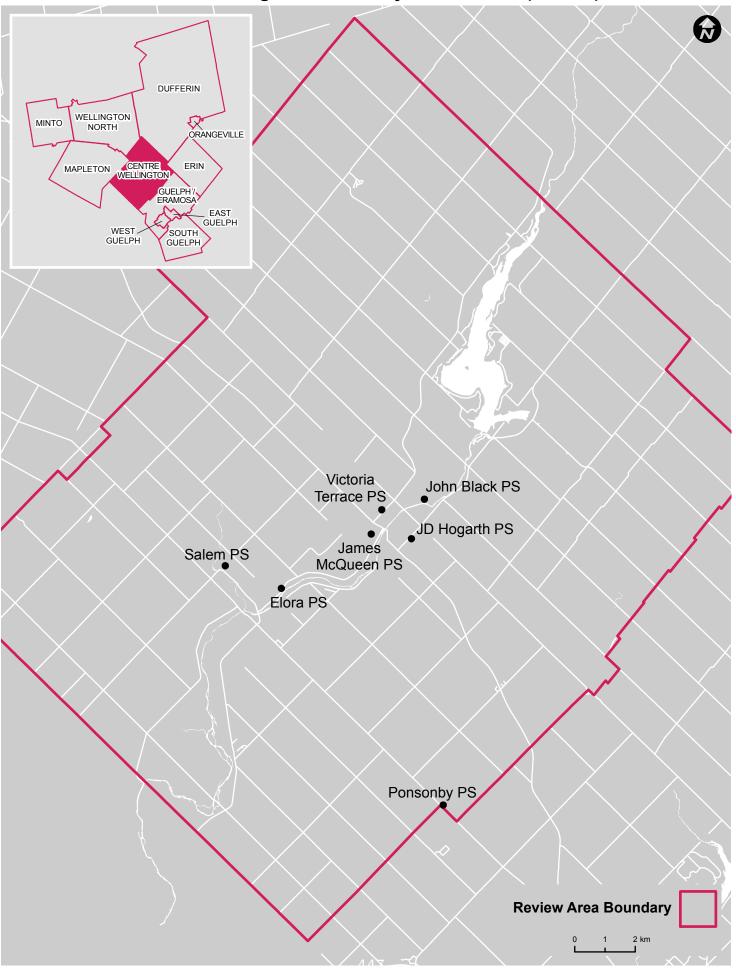
Minto Elementary Review Area (WPE06)



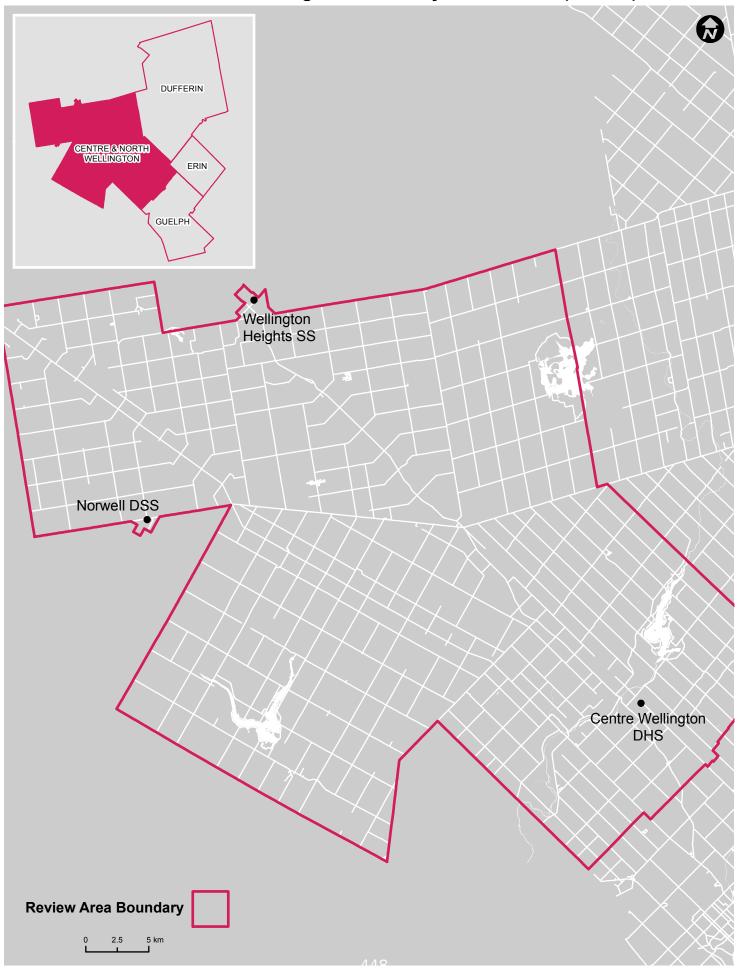
Mapleton Elementary Review Area (WPE07)



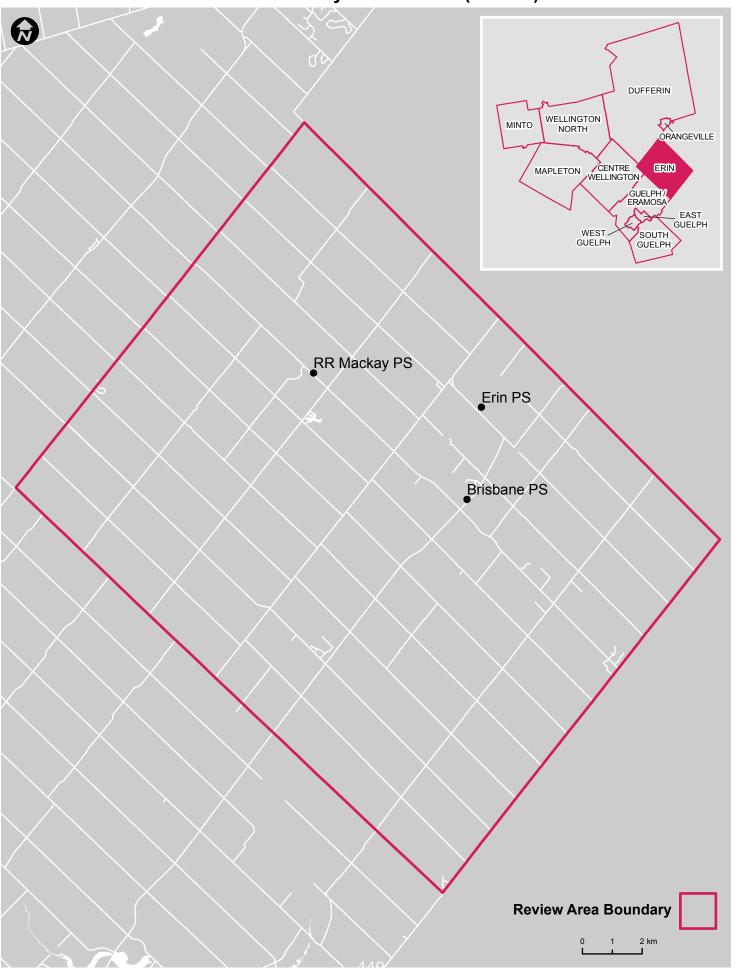
Centre Wellington Elementary Review Area (WPE08)



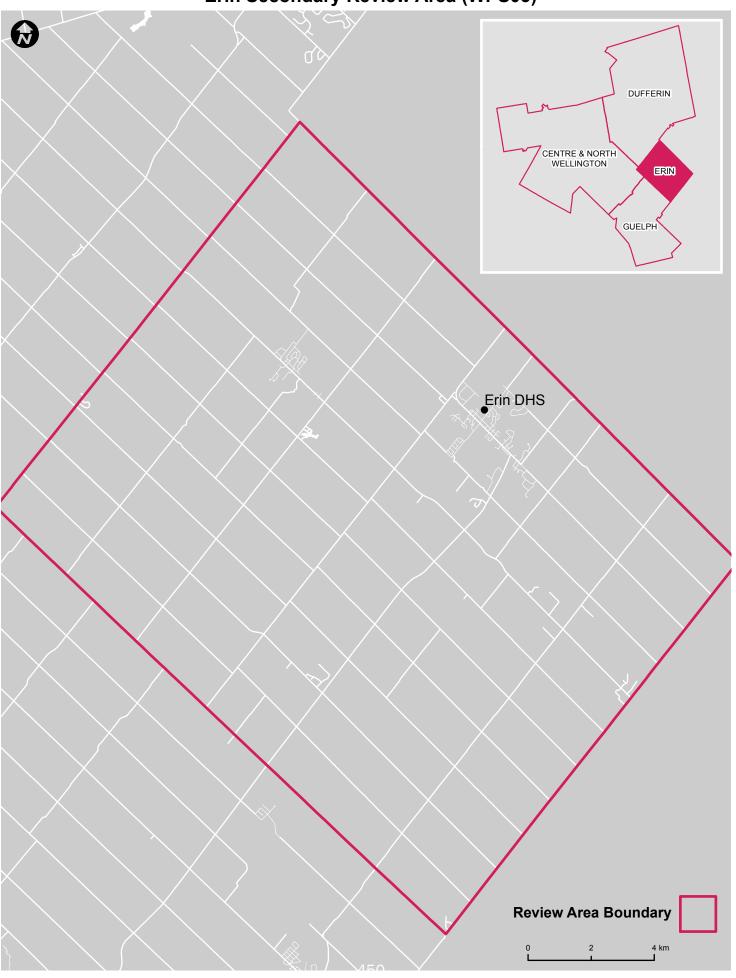
Centre & North Wellington Secondary Review Area (WPS02)



Erin Elementary Review Area (WPE09)



Erin Secondary Review Area (WPS03)



Appendix C

EXISTING BEFORE & AFTER SCHOOL PROGRAM AND CHILD CARE AVAILABILITY

Table 1 - Existing Before	Table 1 - Existing Before and After School and Childcare Programs										
School		2017 and/or Afte (BAS ded Day After	r School P SP)	rogram ol Age After	2017/18 Full Day Care On Site	Third Party Operator					
	School	School	School	School							
Aberfoyle PS		Х		Х		YMCA-YWCA of Guelph					
Alma PS											
École Arbour Vista PS		Х	Х	Х		Montessori School of Wellington					
Arthur PS											
Brant Ave PS											
Brisbane PS	Х	Х	Х	Х		Appleseed Child Care Centre					
Centennial Hylands ES	Х	Χ	Х	Х		YMCA - Greater Toronto Area					
Central PS	Х	X		Х		YMCA-YWCA of Guelph					
Centre Peel PS											
Credit Meadows ES	X	Х	Х	Х	Х	YMCA - Greater Toronto Area					
Drayton Heights PS											
East Garafraxa ES											
Edward Johnson PS		X				YMCA-YWCA of Guelph					
Elora PS											
Eramosa PS											
Erin PS	Х	Χ	Х	х		Appleseed Child Care Centre					
Fred A. Hamilton PS	Х	Х	Х	Х	Х	YMCA-YWCA of Guelph					
Gateway Drive PS											
Glenbrook PS	Х	X		Х		YMCA - Greater Toronto Area					
Grand Valley and Dist PS		Χ	Х	Х		YMCA - Greater Toronto Area					

	Before	2017 and/or Afte (BA	r School P	rogram	2017/18 Full Day	Third Party
School	Exten	ded Day	and the state of t	ol Age	Care On	Operator
	Before School	After School	Before School	After School	Site	
École Guelph Lake PS	Х	Х	Х	Х		YMCA-YWCA of Guelph
École Harris Mill PS		Χ	Х	Х		YMCA-YWCA of Guelph
Hyland Heights ES	Х	Χ	Х	Х	Х	Hyland Centre Child Care
Island Lake PS	Х	X	X	Х		Sandbox Tech Child Care
J.D. Hogarth PS	Х	Х	Х	Х	Х	Community Resource Centre
James McQueen PS	Х	X	х	Х		Community Resource Centre
Jean Little PS	Х	X	X	Х	Х	YMCA-YWCA of Guelph
John Black PS						
John Galt PS						
John McCrae PS		Х		Х		YMCA-YWCA of Guelph
June Ave PS						
Ken Danby PS	Х	Χ	Х	Х		YMCA-YWCA of Guelph
Kenilworth PS						
École King George PS		Х		Х		YMCA-YWCA of Guelph
Kortright Hills PS						
Laurelwoods PS						
Maryborough PS						
Minto-Clifford PS						
Mitchell Woods PS		Χ		Х		YMCA-YWCA of Guelph
Mono- Amaranth PS	Х	Χ	X	Х		YMCA - Greater Toronto Area

School	2017/18 Before and/or After School Program (BASP)				2017/18 Full Day	Third Party
	Extendaria Before School	ded Day After School	School Before School	ol Age After School	Care On Site	Operator
Montgomery Village ES	Х	Х	Х	Х	Х	Sandbox Tech Child Care
Ottawa Cres PS						
Paisley Rd PS	Х	Χ		Х		YMCA-YWCA of Guelph
Palmerston PS						
Parkinson Centennial PS	Х	Х	Х	Х		YMCA - Greater Toronto Area
Ponsonby PS						
Primrose ES	Х	X	Х	Х		YMCA - Greater Toronto Area
Princess Elizabeth PS	Х	X	Х	Х		YMCA - Greater Toronto Area
Princess Margaret PS		X	Х	Х		YMCA - Greater Toronto Area
Priory Park PS						
Rickson Ridge PS	Х	X	Х	Х	Х	YMCA-YWCA of Guelph
Rockwood Centennial PS						
Ross R Mackay PS						
Salem PS						
Sir Isaac Brock PS		Х	X	Х		Montessori School of Wellington
Spencer Ave ES	Х	X	Х	Х		YMCA - Greater Toronto Area
Taylor Evans PS	Х	Χ	Х	Х	Х	Wellington Early Learning Centre
Victoria Cross PS					Х	
Victoria Terrace PS						
Victory PS	Х	X	Х	Х		Victory Kids Club

School	2017/18 Before and/or After School Program (BASP) Extended Day School Age				2017/18 Full Day Care On	Third Party Operator
	Before School	After School	Before		Site	·
Waverley Dr PS						
Westminster Woods PS		Х	Х	Х		Montessori School of Wellington
Westwood PS						_
William C Winegard PS		Х		Х		YMCA-YWCA of Guelph
Willow Rd PS						
Number of Schools/ Programs	23	35	26	34	9	
65	35%	54%	40%	52%	14%	

Table 2 - Approved New Full Day Child Care Centre Locations

School	Capacity	Туре	Planned Opening	
Centennial Hylands ES	73	Standalone	2018/19	
Erin PS	49	Retrofit	2018/19	
Palmerston PS	49	Standalone	2018/19	
Rockwood Centennial PS	49	Standalone	TBD	

COUNTY OF WELLINGTON



KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
F 519.837.1909
E kimc@wellington.ca

74 WOOLWICH STREET GUELPH, ONTARIO N1H 3T9

July 5, 2018

Sent via email: scott.lawson@opp.ca

Inspector Scott Lawson, Detachment Commander Wellington County OPP 470 Wellington Road 18 Fergus, ON N1M 2W3

Dear Inspector Lawson,

At its meeting held on June 28, 2018, Wellington County Council approved the following recommendation from the Police Services Board:

That Wellington County OPP recommends that member municipalities remove all currently erected Road Watch signage, as the Road Watch programme has disbanded.

Respectfully,

Kim Courts Deputy Clerk Ontario Provincial Police

Police provinciale de l'Ontario



County of Wellington Detachment Centre Wellington Administration Centre

Detachement du contre de Wellington Centre administratif de Centre Wellington

470 Wellington Rd 18

RR#1

470 rue Wellington 18 RR# 1,

Fergus, ON N1M 2W3 Fergus, ON N1M 2W3

Tel: (519) 846-5930

Fax: (519) 846-5460

May 28, 2018

Wellington County Police Service Board

RE: ROAD WATCH PROGRAM IN WELLINGTON COUNTY

Dear Madam Chair White and Secretary Wilson:

ROAD WATCH was instigated by a group of concerned citizens in the community of Caledon due to the number of fatal collisions occurring. A committee was formed consisting of six concerned private citizens. The committee approached the local Ontario Provincial Police (OPP), municipal politicians, as well as the municipality seeking support. ROAD WATCH was launched in January 1995.

The ROAD WATCH program was a community-based initiative that dealt with the high number of vehicle collisions and unsafe driving practices occurring in communities. The program gave residents an opportunity to participate and report aggressive and unsafe driving.



Public awareness of safety on the roads through ROAD WATCH assisted police services to identify dangerous, aggressive driving behaviors and the "hot spots" in the community where unsafe driving habits were commonly occurring.

In its infancy ROAD WATCH complaint forms were faxed to the police or placed in secure drop boxes that were conveniently located throughout the community. The completed forms were then collected on a regular basis and given to the police to action. The later iteration involved an electronic complaint submission from the ROAD WATCH website to the OPP Detachment of jurisdiction where a letter would be sent to the vehicle's registered owner identifying the problem.

Unfortunately in recent months, ROAD WATCH and its civilian Board of Directors (BoD) have disbanded. Attempts to establish a new BoD have failed. The result has been the removal of the ROAD WATCH website and the ceasing of its operations, thus the OPP are no longer in a position to advocate for this reporting tool.

The County of Wellington OPP supported and championed the ROAD WATCH Program over the years however local OPP officials were also aware that other more technologically advanced options were being developed.

To that end, the OPP in Wellington County have always consistently monitored, tracked and managed traffic complaints received by its citizens and municipalities alike. They continue to work closely with every complainant, the municipality and those identified offenders. Despite the ROAD WATCH option now being defunct, OPP have many modern and strategic tools available to address traffic complaints such as; Speed Spy, Mobile Speed sign deployment, dedicated Traffic Team, Award winning Crime Stoppers Program, Automated License Plate Reader cruiser and a new province-wide online OPP Citizens Self Reporting system.

Recommendation

With the ceasing of the ROAD WATCH program, Wellington County OPP recommends municipalities in the County remove all currently-erected ROAD WATCH signage (as pictured above).

Taking down any existing ROAD WATCH signage will eliminate any ambiguity of reporting and police follow-up, while ensuring that timely information is provided directly to the OPP through the new web-based Citizen Self Reporting tool (opp.ca) or by telephone as has always been the encouraged method.

Respectfully,

Scott Lawson Inspector, # 7766

Detachment Commander

458 30



Ministry of Transportation

Ministère des Transports

Engineering Office Planning and Design West Region

Bureau du génie Région de l'Ouest

659 Exeter Road London, Ontario N6E 1L3 Telephone: (519) 873-4715 Toll Free: (800) 265-6072, ext. 519-873-4715

659, rue Exeter London (Ontario) N6E 1L3 Téléphone: (519) 873-4587 Télécopieur: (519) 873-4600

Facsimile: (519) 873-4600 Email: Meertens@ontario.ca

June 21, 2018

MINTO TOWN DREW PARK & COMMUNITY HALL C/O MUNICIPAL TREASURER RR 1

HARRISTON ON NOG 1Z0

Rehabilitation of Highway 9 from Clifford to Harriston, County of Wellington Detail Design and Class Environmental Assessment Study G.W.P. 3079-14-00

To whom it may concern:

As outlined in our Notice of Study Commencement (August 2017), the Ontario Ministry of Transportation is undertaking the Detailed Design and Class Environmental Assessment study for the rehabilitation of Highway 9 from the east limit of Clifford, easterly for 9.0 km, to the west limit of Harriston, Township of Minto (see Key Plan attached).

The purpose of this letter is to inform you that Highway 9 between Clifford and Harriston will be closed to through-traffic for short periods of time from May to September 2019 to allow for specific construction operations.

The permitted closure time period is limited to weekdays from Monday at 5 a.m. to Friday at 9 p.m. Outside those times, the highway will be open to through-traffic. Weekday closures are only permitted when a specific list of construction operations are occurring. When those specific operations are not occurring, Highway 9 will be open to through-traffic. Also, Highway 9 will be open to through-traffic on all Saturdays, Sundays, and Statutory Holidays.

During the periodic closures of Highway 9, through-traffic will be detoured along the signed local detour route shown on the attached Key Plan. Local access to all businesses and all properties will be maintained throughout construction, including when through-traffic is being detoured.

Signs will be posted to inform the public that businesses will be open during construction and also that local access is permitted. In addition, each affected resident/owner will receive a written notice from the contractor no less than 5 days in advance regarding specific entrance impacts. Residents or owners who are concerned about impacts to their individual entrances after receiving such a notice may discuss alternate arrangements with the contractor.

The project will address the existing pavement condition, and will include pavement reconstruction, culvert replacements and minor electrical work. The study is being completed in accordance with the *MTO Class EA for Provincial Transportation Facilities* (2000) as a Group "C" project. Subject to funding and approvals, it is anticipated construction may begin in Spring 2019.

A large number of mature trees within the Ministry's right-of-way along Highway 9 were removed in 2018 to address roadside safety improvements, poor condition of the trees, or impact to the root systems by drainage and ditch improvements. The Ministry has developed a replanting plan for this area and plans to plant replacement trees after construction is complete.

If you have any questions or require additional information, please feel free to contact me at (800) 265-6072, ext. 519-873-4715 or Meertens@ontario.ca

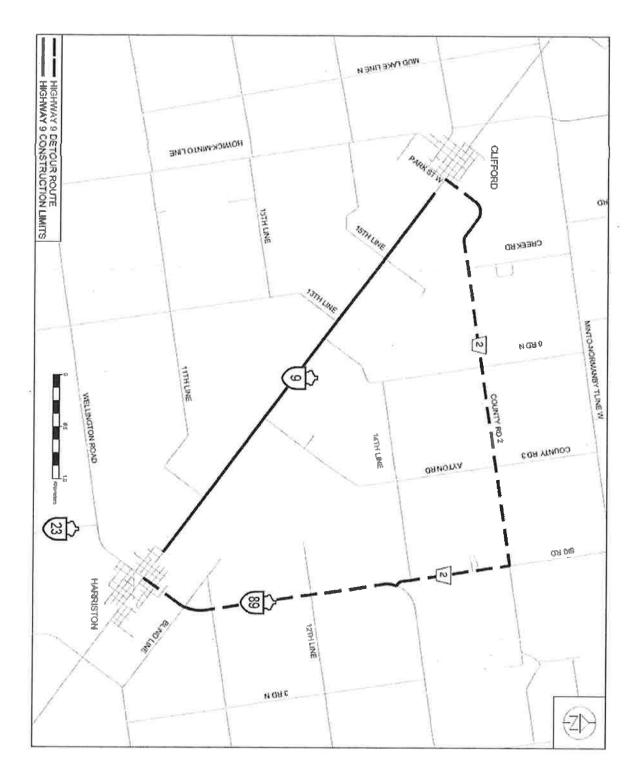
Sincerely,

Ronald Meertens

Senior Project Manager

Ministry of Transportation, Ontario

cc: Kelly Jansen, Environmental Planner, MTO



Key Plan



July 2018

TO: MAYOR, CITY CLERK AND COUNCILLORS:

Nominate an Outstanding Ontario Physician in Your Community The College of Physicians and Surgeons of Ontario Council Award

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2019 Council Award.** The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the "ideal physician".

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

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

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

The deadline for receipt of nominations is October 1, 2018 at 5:00 p.m.

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

ALL OF THESE PHYSICIANS

AREMEMBERS OF AN EXCLUSIVE CLUB...



THEY'RE ALL

Council Award winners!

Each year the Council honours outstanding physicians in Ontario

SELECTION CRITERIA

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

Medical Expert/Clinical Decision Maker

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

Communicator

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

Collaborator

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

Gatekeeper/Resource Manager

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

Health Advocate

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

Learner

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

Scientist/Scholar

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

Person & Professional

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

ASSESSING THE CRITERIA

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

ELIGIBILITY FOR NOMINATION

Anyone may nominate an eligible physician for the Council Award. To be eligible for nomination, a physician must be licensed in Ontario and be in good standing with the College. Former recipients of the Council Award or the Excellence in Quality Management of Medical Care Award are not eligible for nomination. Members of the Council, and staff of the College and members of their immediate families are also not eligible for nomination for the Council Award. The completed nomination form (on back) and required documentation must be submitted by October 1, 2018, for consideration by the Council Award Selection Committee.*

* Previous nominees who were unsuccessful are elig	ligibl	ul are	[,] unsuccessful	were	who	nominees	* Previous	*
--	--------	--------	---------------------------	------	-----	----------	------------	---

NOMINATION INSTRUCTIONS

- 1. Complete the nomination form, providing as much information as possible about the physician nominee. Type or print clearly in the space provided. If additional space is required, attach additional pages.
- 2. Provide a detailed nominator's statement. In this statement, please describe how the physician nominee has demonstrated overall excellence using the eight physician roles outlined on the previous page. It is recognized that individual physicians will demonstrate more extensive expertise in some roles than in others. The nominator may include concisely presented pertinent supporting materials (letters, reports, testimonials, press clippings, etc.).
- 3. Find a seconder for the nomination. The seconder should provide a seconder's statement, their own written testimonial about the nominee and his or her accomplishments, again using the eight physician roles.
- 4. The completed Council Award nomination form (including nominator's statement, supporting material and seconder's statement) can be emailed or mailed to:

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

Tel: (416) 967-2600 or 1-800-268-7096, extension 402

Email: cpsoaward@cpso.on.ca

CHECKLIST:
Nomination form complete
including:
Nominator's statement
Seconder's statement
Supporting documents (optional)
Nominee's CV (optional)
Note: The deadline for nominations is Monday, October 1, 2018 at 5 p.m.

Any questions concerning the nomination instructions should be directed to The Communications Department. Additional nomination forms are available at: www.cpso.on.ca/council-award.



Nomination Form

If more space is required, please include additional pages.

NOMINEE Name of nominee: Address:	- - -		
Telephone number:	work mobile		
E-mail address:	-		
Date and place of birth:	-	 	
Degrees earned (Degree, School, Year):	-	 	
(begree, serioor, rear).	-	 	
	-	 	
Specialty, if any: Type of practice:	-	 	
Faculty appointments, if ar	า y: .	 	
	-	 	
Previous honours and awa	ırds:	 	
	-		
NOMINATOR Name:			
Address:	-		
Tile de la companie	-	 	
Telephone number: E-mail address:	-	 	
Please indicate your relation to the Nominee:	onship		
SECONDER (must be prov Name:	vided)		
Address:	-	 	
Tili ili ili ili ili	-	 	
Telephone number: E-mail address:	-		



AUGUST 2018

CLIFFORD RECREATION ASSOCIATION (CRA) NEWSLETTER

UPCOMING EVENTS...

AUG 13-17: VACATION BIBLE SCHOOL, Knox United Church, 9:00-11:45 pm

AUG 14: CRA NEWSLETTER DEADLINE

<u>AUG 28:</u> SUMMER FLOWER SHOW, Community Hall, 6:30 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.

SEPTEMBER 2018 CRA Newsletter Deadline

is Tuesday, AUGUST 14. randy@ruetz.ca
Please include complete information: event name,
date, time and contact information.

Horticultural Society SUMMER FLOWER SHOW

August 28th Community Centre.

Doors open at 6:30 pm for viewing of exhibits with meeting to follow at 7:30 pm.

Guest speaker: Murray Garrett will be speaking about his trip to England and Iceland. of the Green Legacy Programme"

Everyone invited.







Creating a positive environment for youth in Minto to be empowered, use their voices and create meaningful change!

MYAC consists of 13 consistent members (and growing!) and regular meetings take place every 1st and 3rd Wednesdays of the month from 5:00 p.m. - 6:30 p.m. at the <u>Youth Space</u> in LaunchIt Minto, downtown Harriston.

Meetings are informal so come as you are, bring your friends and ideas, and help us build our community to reflect what our youth need!

All youth between the ages of 13 - 19 are welcome!

The Minto Youth Action Council (MYAC) gives the Town of Minto Council recommendations and input about issues that youth face in the community, along with suggestions to make improvements. Their main projects include:

- Creating an annual Action Plan based on results from surveyed youth within the community to fill gaps and works towards making Minto a more youth-friendly community
- Plan and volunteer for events and activities within the community
- Act as a hub for youth programs, events and resources within the Town of Minto

Taylor Keunen, Economic Development Assistant, 519 338 2511, Ext. 242, taylor@town.minto.on.ca

Join us at the... CLIFFORD LIBRARY!

WORD PLAY (preteens) Aug. 1, 2:30-3:30 pm, Letters, puzzles, books or crafts — how will you use your words? Please register.

ECO EXPLORERS Peer through a magnifying glass, examine the clouds, and make new discoveries about our natural world

Gr JK-6: Aug. 7, 2:30-3:30 pm **Preteens:** Aug. 8, 2:30-3:30 pm

BEDTIME STORIES: Campfire Edition (all ages) Wednesdays, Aug. 1 & 8, 6:30-7:00 pm, wear your PJs and snuggle up to our quiet evening story time for families. Parents and caregivers are encouraged to participate. Drop in.

ADULT BOOK CLUB Aug. 9, 6:45-8:00 pm, Discussing "Station Eleven" by Emily St. John Mandel. Please register.

SUMMER READING CLUB ICE CREAM PARTY (all ages) Aug. 15, 6:30-7:30 pm, Do you scream for ice cream? Well scream no more. Come see what the kids learned and created while enjoying some ice cream to celebrate the Summer Reading Club. Please register.

FAMILY STORY TIME (all ages) June 15, 3:00-4:00 pm, we'll read stories, do activities, and have fun for the whole family? Parents and caregivers are encouraged to participate.

WATERCOLOUR WONDER (preteens) Aug. 22, 2:30-4:00 pm, Introduction to watercolour painting. Space is limited, please register.

CRICUT CREATIONS (adults) Go beyond the basics and learn how to use stencil vinyl to complete a sign. Please register.

Part I: Aug. 22, 6:15-7:30 pm **Part 2**: Aug. 29, 6:15-7:30 pm

SCAVENGER HUNT (all ages) Aug. 1-11 during Branch hours. Join us for a new scavenger hunt each week.

MAKE-AND-TAKE (Gr JK-6) Aug. 7-11, during Branch hours. Come and make your own explorer badge.

-ALL BRANCHES CLOSED MONDAY, AUGUST 6-

Clifford Food Bank

Contact: Bruce Shannon 519-327-8588



Join us at Knox United Church

11 Allan Street East, Clifford, for

EXPERIMENTS IN FAITH



VACATION BIBLE SCHOOL August 13-17, 2018

9:00 am to 11:45 am

Hey, kids! You don't want to miss this! We will be learning through hands-on science experiments, crafts, games, songs and snacks just how AMAZING God is!

Pre-registration is appreciated by contacting the Church office at 519-327-8378 or cliffordpastoralchargeuc.ca



Clifford MEALS ON WHEELS

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

Check us out on FaceBook!

https://www.facebook.com/ CliffordRecreationAssociation



Save the date ...

October 19th at 7:00 pm Knox United Church, Clifford ANNUAL DINNER & SHOW

We are pleased to have the Faith Heritage Men's Acapella Choir performing at 7:00 pm following our ham supper. Watch for more details closer to the date.

SENIORS' CENTRE for EXCELLENCE

August 2018 Programs and Events

519 638 1000 or 1 866 446 4546

Heat Related Illnesses Please check in on your neighbours during the hot weather; let's take care of each other! To reduce the risk, please take the following precautions;

- wear loose fitting, lightweight clothing
- •listen to the weather forecast and prepare for extreme heat by turning on air conditioning or shutting blinds and drapes to keep your home as cool as possible.
- take cool baths or showers to reduce your body temperature
- •drink plenty of fluids; water is best. Avoid alcohol and drinks with caffeine
- •ask your doctor, if you take medications that can affect your ability to stay hydrated and dissipate heat.
- •take it easy during the hottest parts of the day. Try to schedule exercise or physical labor for cooler parts of the day, such as early morning or evening.
- •get acclimated. Limit time spent working or exercising in heat until you're conditioned to it. People who are not used to hot weather are especially susceptible to heat-related illness.

Seek medical care immediately if you have, or someone you know has, symptoms of heat-related illness like muscle cramps, headaches, nausea or vomiting.

Pickle ball: Harriston Arena every Tuesday and Thursday, at 7:00 pm, Curling Club Area \$2 per game night. Equipment: Clean indoor shoes. Call Matt Lubbers 519-338-2511 ext. 240 for information Tastes for Life: Thursday, August 2nd @ 11a.m. Mount Forest Pentecostal Church. Each month will have a different theme with a healthy twist, encouraging you to experiment with quick nutritious recipes. Facilitated by the MFFHT dietitian. Please call 519.323.0255 ext.5085 to register FREE

Yoga: Palmerston United Church, Mondays 10:00 a.m. August 13th to August 27th This program continues through the months of August and September. Did you know that the warm weather makes us more flexible? \$5 per class

Art Workshop: Wednesday, August 8th @ 2 p.m. Harriston Library-Faux-Mercury Glass Bring a glass object (even a mason jar) that you want to make antique looking. Spray painting outside, wear old clothes. Donna Hirtle. Cost is \$5.00 please register @ the Harriston Library 519.338.2396 Cooking Inspiration! Wednesday, 11 a.m. August 15th Harriston Arena Led by Paula, dietitian from the Minto-Mapleton Family Health Team, this cooking class will feature four simple, easy, healthy and most importantly, tasty recipes that you will enjoy during this cooking class. Get inspired to get into the kitchen again. Please register by calling 519 638 2110 **FREE**

**Cards and Games Afternoon: 3rd Wednesday, Aug21 ** Change in location for August: St Paul's Anglican Church, Palmerston @ 2p.m. \$2

Art Workshop: Change in Date and Time Wednesday, August 22nd Palmerston Library @10:30 **a.m**. Faux-Mercury Glass Bring a glass object (even a mason jar) that you want to make antique looking. Spray painting outside, wear old clothes with Donna Hirtle. Please register at 519.343.2142 Space is

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. FREE Friendship Circle: Wednesday, August 29th, Palmerston United Church @ 10:00 a.m. FREE-Last Wednesday of the month; the coffee and conversation flow with this group, please plan to attend FREE

CONGREGATE DINING PROGRAMS 12:00pm - 1:30pm.

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, August 8th 12 p.m. "Ten Warning Signs of **Dementia"** Join Robin Smart from the Alzheimer Society as she discusses the top ten warning signs. Robin will also be showing a short film of people living with the disease and coping strategies that help them to continue to live full and meaningful lives.
- 2) Drayton Reformed Church, Friday, August 10th 12 p.m. "Do You Hear What I Hear?" Join Joanne and Charlene from Bauer Hearing as they discuss the importance of protecting our ears and hearing. The psychological impact of hearing loss on individuals, families and the community as well as new technology available. Come with questions and our experts will answer them.
- 3)Clifford United Church, Friday, August 17th 12 p.m. "Falls And Arthritis" Join Susan McAuslan from the Arthritis Society as she discusses how arthritis can increase your risk of falls and what changes vou can make to reduce this risk.
- 4) Harriston United Church, NEW Location, Wednesday, August 29th 12 p.m. "Africa via Tanzania, Kenya, Zambia, Botswana and Madagascar" Join professional photographer Mark Garbutt as he takes you on a trip to Africa the Dark Continent. Mark will share stories alongside his award winning photography and transport you from the town of Harriston to deepest Africa, without the man eating animals or the huge insects!
- 5)Arthur United Church, Thursday, August 30th 12 p. m. "Toe Tapping Favourites" Join Tonia-Joy Skipper as she provides musical entertainment. Tonia-Joy will have a selection of songs that you can choose from so you will hear your personal picks! An enjoyable way to spend an afternoon with friends. Arthur United Church Women cater this luncheon for \$6.00 per person.





AUGUST

Monday	Tuesday	Wednesday	Thursday	Friday
30	31	01	02	03
ASH - Arthur Seniors Hall		12.22.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2		9:00 Palmerston Walking - Arena
CUC - Clifford United Church	SENIORS' CENTRE For EXCELLENCE	7		9:00 Drayton Walking - PMD
DRC - Drayton Reformed Church		9:00 SMART Exercise Clifford United Church		9:00 Harriston Walking - Arena
KPC - Knox Presbyterian Church		9:30 SMART Exercise Drayton Reformed		9:00 SMART Exercise PUC
CNRA -Palmerston	24	Church		9:30 SMART Exercise DRC
MFPC - Mount Forest Pentecostal Church	Mapleton Ontario Waterlow Williamon Ivral	1:00 Games Afternoon - Mt Forest District	3:00 SMART Exercise - VON Mt Forest Curling	10:15 SMART Exercise PUC
PUC - Palmerston United Church	Waterloo Wellington Local Health Integration Network	Casada Dia		1:00 Bridge - Arthur Seniors Hall
VON - SMART Exercise MF Curling Club		<u> </u>	7:00 Pickle Ball - Harriston Arena \$2.00	
06	07	08	09	10
	9:00 Drayton Walking - PMD		12.22.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	9:00 Palmerston & Harriston Walking - Arena
	9:00 Arthur Exercise - ASH	9:00 SMART Exercise CUC		9:00 Drayton Walking - PMD
	9:00 SMART Exercise PUC	9:30 SMART Exercise DRC		9:00 SMART Exercise PUC
	10:15 SMART Exercise PUC	12:00 Palmerston Dining: 10 Warning	11:00 Harriston Exercise- KPC	9:30 SMART Exercise DRC
	10:30 Friendship Circle - MFPC	Signs of Dementia and what to do about	3:00 SMART Evercise - VON Mt Forest	10:15 SMART Exercise PUC
	11:00 Harriston Exercise - KPC	them	Curling Club	12:00 Drayton Dining: Do you hear what I
	3:00 Smart Exercise VON - MF Curling Club	1:00 Games Afternoon - Mt Forest DSP	7:00 Pickle Ball - Harriston Arena \$2.00	hear? Bauer Hearing
	7:00 Pickle Ball - Harriston Arena \$2.00	2:00 Art Workshop - Harriston Library \$5.00	7:00 PICKIE Bail - Harriston Arena \$2.00	
13	14	15	16	17
	9:00 Drayton Walking - PMD	9:00 Palmerston & Harriston Walking -Arena	1	9:00 Palmerston Walking - Arena
13.00 Hallistoff Walking / Nicha	9:00 Arthur Exercise - ASH			9:00 Harriston Walking - Arena
19'UU SMAKT EXERTISE UU	9:00 SMART Exercise PUC	9:30 SMART Exercise DRC	110.00 Correct Horring Children Han	9:00 Drayton Walking - PMD
19.00 FUCDE Dravion United Church	10:15 SMART Exercise PUC	11:00 Cooking with Paula- Register @MMFHT	TITIOU DAMISION EXERCISE- NPC	9:00 SMART Exercise PUC
0:20 CMART Evereice DRC	10:30 Friendship Circle - MFPC 11:00 Harriston Exercise - KPC	519 638 2110	3:00 SMART Exercise - VON Mt Forest	9:30 SMART Exercise DRC
	I I I UU HARRISTON EXERCISE - KPU			
10 00 1/2 1		1:00 Games Afternoon Mt Forest DSP	Curling Club	10:15 SMART Exercise PUC
10:00 Yoga - PUC - \$5. per class	3:00 Smart Exercise VON - MF Curling Club	2:00 Cards & Games \$2.00 Location	Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00	12:00 Clifford Dining: Falls & Arthritis -
10:00 Yoga - PUC - \$5. per class	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396	2:00 Cards & Games \$2.00 Location Change	7:00 Pickle Ball- Harriston Arena \$2.00	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen
10:00 Yoga - PUC - \$5. per class 20	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21	2:00 Cards & Games \$2.00 Location Change	7:00 Pickle Ball- Harriston Arena \$2.00	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston Walking - Arena	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston Walking - Arena	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise Clifford United Church	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise Clifford United Church 9:00 Euchre Drayton United Church	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC
10:00 Yoga - PUC - \$5. per class 20 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	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC
10:00 Yoga - PUC - \$5. per class 20 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	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC
10:00 Yoga - PUC - \$5. per class 20 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 - PUC - \$5. per class	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston 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 - PUC - \$5. per class	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston 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 - PUC - \$5. per class 27 9:00 Palmerston Walking - Arena	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00 28 9:00 Drayton Walking - PMD	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788 29 9:00 Palmerston Walking - Arena	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00 30 9:00 Palmerston Walking - Arena	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC
10:00 Yoga - PUC - \$5. per class 20 9:00 Palmerston 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 - PUC - \$5. per class 27 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00 28 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788 29 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00 30 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 31 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena
20 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 - PUC - \$5. per class 27 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00 28 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788 29 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 10:00 Friendship Circle - PUC	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00 30 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 31 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD
20 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 - PUC - \$5. per class 27 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:00 Euchre DUC	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00 28 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle - MFPC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788 29 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 10:00 Friendship Circle - PUC 1:00 Games Afternoon - Mt Forest & DSC	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00 30 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 31 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC
20 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 - PUC - \$5. per class 27 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:00 Euchre DUC 9:30 SMART Exercise DRC	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00 28 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle - MFPC 11:00 Harriston Exercise - KPC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788 29 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 10:00 Friendship Circle - PUC 1:00 Games Afternoon - Mt Forest & DSC 12:00 Harriston Dining: Africa Via	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00 30 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 12:00 Arthur Dining: Musical	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 31 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise PUC
20 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 - PUC - \$5. per class 27 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 SMART Exercise CUC 9:00 Euchre DUC 9:30 SMART Exercise DRC	3:00 Smart Exercise VON - MF Curling Club 7:00 Book Club - Harriston Library 519 338 2396 21 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle MFPC 11:00 Harriston Exercise - KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball- Harriston Arena \$2.00 28 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 10:15 SMART Exercise PUC 10:30 Friendship Circle - MFPC	2:00 Cards & Games \$2.00 Location Change 22 9:00 Palmerston & Harriston Walking - Arena 9:00 SMART Exercise CUC 9:30 SMART Exercise DRC 10:30 Art Workshop - Palm Lib \$5.00 1:00 Games Afternoon - Mt Forest DSP 6:15 Cricut Creations-Clifford Lib-519 327 8328 6:45 Book Club-Cooking-Drayton Lib 519 638 3788 29 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 10:00 Friendship Circle - PUC 1:00 Games Afternoon - Mt Forest & DSC 12:00 Harriston Dining: Africa Via Tanzania, Kenya, Zambia, Botswana and	7:00 Pickle Ball- Harriston Arena \$2.00 23 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC 3:00 Smart Exercise VON - MF Curling Club 7:00 Pickle Ball - Harriston Arena \$2.00 30 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 10:00 Coffee Morning - Clifford Hall 11:00 Harriston Exercise- KPC	12:00 Clifford Dining: Falls & Arthritis - Arthritis Society - Susan McAuslen 24 9:00 Palmerston Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC 9:30 SMART Exercise DRC 10:15 SMART Exercise PUC 31 9:00 Palmerston Walking - Arena 9:00 Harriston Walking - Arena 9:00 Drayton Walking - Arena 9:00 Drayton Walking - PMD 9:00 SMART Exercise PUC

Annual Summer BBQ Wednesday, August 15, 2018 Rain Date August 16

Location

Stevens Farm Henry & Marg Stevens 5158 Perth Line 90, RR 2 Palmerston, ON 519-343-5883

Details

6:30 pm Social time
7:00 pm First burgers
Bring along a salad and/or a desert to share
Bring along your own utensils, plates & cups
Bring along your own lawn chairs

Bring along good spirit for fun & fellowship!

For more information contact

Wim Denhartog519-848-2709Martin Van Zandwyk519-504-1987Roel Van Zandwyk519-638-5900John Deetman519-323-2285Niels Kieftenburg519-830-0591

All are Welcome





July 30, 2018

Mayor Jim Harrison City of Quinte West P.O. Box 490 Trenton, ON K8V 5R6

Dear Mayor Harrison,

Re: Resolution - Cannabis Grace Period Request

At its meeting of June 13, 2018 City Council endorsed your resolution of May 22, 2018 respecting a Cannabis Grace Period as follows:

"That the Council of the City of Quinte West requests that once the cannabis legislation is passed that a six month grace period be enacted to ensure that municipal law enforcement officers and the Ontario Provincial Police are adequately trained to enforce the said legislation;

And further that this resolution be circulated to the local MP, MPP, AMO, and other municipalities."

Yours truly

Mayor Fred Eisenberger

cc MPP Sandy Shaw

MPP Andrea Horwath

MPP Monique Taylor

MPP Paul Miller

MPP Donna Skelly

MP Filomena Tassi

MP David Sweet

MP David Christopherson

MP Bob Bratina

MP Scott Duvall

The Association of Municipalities of Ontario

All Ontario Municipalities

File C18-012 (5.7)



FOR IMMEDIATE RELEASE August 1, 2018

Pettapiece speaks on Arthur fire, again urges passage of Rea and Walter Act

(Queen's Park) – Perth-Wellington MPP Randy Pettapiece spoke today in the Ontario legislature about a fire that broke out July 21 at Tim Hortons in Arthur. Although there was no loss of life, the outcome could have been far worse. Firefighters were initially unaware that the building used truss and lightweight construction.

In April 2017, Pettapiece introduced and debated the Rea and Walter Act, which would require truss and lightweight construction to be identified on most commercial and industrial buildings. Despite unanimous support from all parties, the bill died when the previous Liberal government failed to act on it.

The Rea and Walter Act is named in memory of two North Perth Fire Service members, Ken Rea and Ray Walter, who died battling a fire in March 2011.

The following is the text of Pettapiece's remarks:

July 21st was no ordinary Sunday afternoon at the Arthur Tim Hortons. Employees discovered fire, and 30 firefighters soon arrived at the scene.

No one was injured. Wellington North Fire Service Fire Chief Dave Guilbault was quoted: "Staff did an excellent job, followed all procedures, got everybody out."

But this was no simple fire. Chief Guilbault wrote to me: "The fire started in the ceiling cavity. It had been burning for some time before staff noticed smoke. The occupants were totally unaware the fire was burning above their heads!"

At first, firefighters could not have known the building was made of truss and lightweight construction.

Chief Guibault explains: "Our firefighters did an excellent job of containing and extinguishing the fire, however we believe we were within moments of roof collapse. We were not aware that the roof trusses were lightweight. There was no way of knowing. There could have been serious injuries or loss of life."

Here's the point, Speaker. Firefighters need to know which buildings contain truss and lightweight construction. When fire breaks out, they need to know how to attack it safely. And they need us to pass the Rea and Walter Act, which would clearly identify affected buildings.

My private member's bill passed second reading unanimously, but the previous government didn't follow through. I look forward to discussing this lifesaving legislation with our new Minister of Community Safety.

Thank you, Mr. Speaker.

- 30 -



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



Making a Move to Long-Term Care; A hard choice, but the right choice for Ken and Liz.

After busy careers working in education in Toronto, Ken and Liz were enjoying a happy and active retirement. They moved to Elora from King City, Ontario, and quickly became involved in the local community. Ken was an active volunteer with the Elora Festival as a member of the board and chair of their annual book sale. Liz continued to work on contract for various Ontario colleges.

They loved to travel and enjoyed cycling holidays and sea kayak adventures on both coasts of Canada, as well as tours and river cruises in beautiful locations around the world. When they weren't travelling, Ken and Liz liked to work in their garden, keep up with

politics and current events, and participate in book clubs and discussion groups.

Their idyllic retirement plans started to change when pain became a constant and eventually debilitating part of Ken's life.

Continue reading.





FACES of the Waterloo Wellington LHIN brings you closer to the people behind your health system – learn about their motivations, their experiences, and perhaps even more about your own health journey. Click on the image above to learn more about Lance and check **FACES** weekly for new stories.





"We all work in partnership and collaboratively to deliver the highest standard of care throughout the region"

A new video helps to explain key points about cancer care to new patients. The Waterloo Wellington Regional Cancer Program has developed a new way for patients needing cancer treatment to better understand what their care may involve.

The program has launched a five-minute introductory video walking new patients through important aspects about cancer treatment.

The video features Jennifer Lounsbury, Nurse Practitioner and Director of Cancer Centre Operations at Grand River Hospital.

Continue reading and view the video here.



Benefit of Having a Health Care Home

Patients who see the same doctor again and again have lower death rates, a recent study suggests.

The benefits applied to visits to general practitioners and specialists, and were seen across different cultures and health systems.

University of Exeter researchers said the human aspect of medical practice was "potentially life-saving" but had been neglected.

Health system leaders said they recognized the value of patients seeing "their own" doctor.

Because of intense workforce pressures; however, this could mean waiting even longer for an appointment, according to the Royal College of General Practitioners.

Continue reading.



2018 Minister's Medal: *Innovating Integration*

The sixth annual Minister's Medal Honouring Excellence in Health Quality and Safety recognition program is launching July 30, 2018.

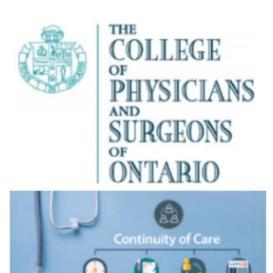
The Minister's Medal is an annual award program that recognizes the excellent work in quality and safety accomplished by health care partners across the province.

The theme this year is: *Innovating Integration*. The theme focuses on recognizing the innovative and transformative initiatives being undertaken across the province to improve better patient and provider experiences, support better value, and improve health outcomes across the province.

Learn more here.

Continuity of Care

Continuity of Care is an essential component of patient-centred care. Test results that are delayed or missed, limited physician availability and accessibility, receiving care in an uncoordinated manner, and transitions in care all create the potential for breakdowns in continuity of care that may negatively impact patient health outcomes and the quality of care provided.



In 2016, the College embarked on a project to develop new policies relating to continuity of care and to revise the current Test Result Management policy. As part of this process, preliminary external consultations on both the topic of Continuity of Care and on the current Test Results Management policy were held to solicit feedback from stakeholders.

The College of Physicians and Surgeons of Ontario has also recognized from the outset that health system level factors that are beyond the control or influence of individual physicians may often influence whether or not continuity of care can be achieved.

Read more here.

WWLHIN PARTNER NEWS











Canadian Mental Health Association (CMHA) Mental Health for All (MH4A) Conference

Alzheimer Society Waterloo Wellington The Alzheimer Society Music Project

Cambridge Memorial Hospital & Cambridge Cardiac Centre

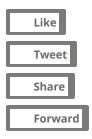
Heart failure summit in Cambridge aims to bolster patient care

We want to hear from you! As a recipient of the Waterloo Wellington LHIN newsletter, your opinion will help shape what we publish each month. Click below to fill out a quick survey.

Button



Waterloo Wellington LHIN 141 Weber Street South Waterloo, ON N2J 2A9



<u>Preferences</u> | <u>Unsubscribe</u>

YEARINREVIEW

ECONOMIC DEVELOPMENT & TOURISM DEPARTMENT

2017/2018



2017/2018 COMMITTEES

Local - 14

- Economic Development & Planning Committee
- Downtown Revitalization Committees: Clifford, Harriston, Palmerston
- Cultural Roundtable
- Palmerston Railway Museum
- Local Heritage Markers
- Minto Youth Action Council
- Launchlt Minto
- Farmers' Market Committee
- Health Care Professional Recruitment
- Chamber of Commerce
- Women of Wellington Saugeen Area
- Lions Medical Centre Board
- Northern Wellington Young Professionals (2018)

STROLLERS MATTER HERI

2017/2018 COMMITTEES

Regional - 10

- NW Joint Economic Development
- Renew Northern Wellington
- Butter Tarts & Buggies
- Wellington County MEDG
- Taste Real Guelph Wellington
- Economic Developers Council of Ontario Conference Planning Committee
- Hawk's Nest
- North for Youth Committee
- Saugeen Connects

A total of 23 Committees



CLIFFORD HOMECOMING 2017

- Grant writing over \$24,000.00
- Marketing & Implementation
- Clifford Grist Mill Mural downtown
 (Local Heritage Markers and Clifford DRC)

SPARC REGIONAL MEETING 2017

- Hosted at the Harriston Library Branch
- 70 in attendance within a 2 hour radius of Minto
- Regional Committee formed with base in Minto
- Planning a Conference in Harriston October 2018

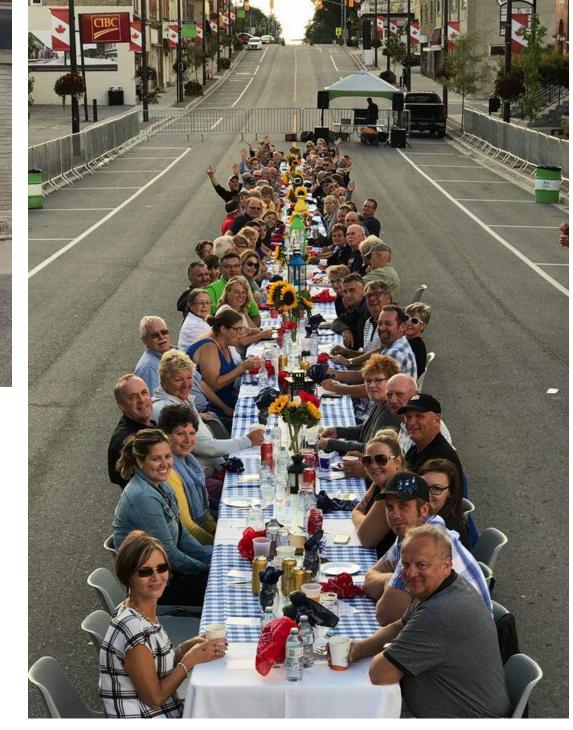


HARRISTON STREET PARTY, SAVOUR IN THE STREET & STREET DANCE





- Street Party: Growing each year with lots of support from the community
- Savour in the Street: over 100 in attendance in 2017 with spots for 200 in 2018
- Street Dance: 256 in attendance



HOLIDAY SHOPPING & EVENT GUIDE

- First edition in 2017 in partnership with the Minto Chamber of Commerce and the Harriston & Palmerston Downtown Revitalization Committees
- 7000 copies mailed out
- Combined all holiday events in Minto taking place in November & December
- Included shopping passports



Christmas Craft Show

Palmerston Arena

Saturday November 4 ~ 10:00 AM - 4:00 PM

Saturday November 4 ~ 10:30 AM

Open House - Alpaca Time

November 9 - December 2, 2017

Palmerston Junior Broomball

Thursday November 9~7:00 PM

Clifford Recreation Association Saturday November 11 ~ 1:00 PM - 7:00 PM

Wednesday and Thursday November 4 & 5

88 Mill Street, Harriston

10:00 AM - 3:00 PM

Silent Auction

Minto Art Gallery

Making Event

Winter Carnival

Clifford Arena

Friday from 5-8 PM, and Saturday from 10 AM Monday November 13 - December 9, 2017 9:00 AM - 5:00 PM Knox United Church, 11 Allan Street East Launchit Minto ,1 Elora St. N. Unit 4, Harriston

> Light up the Town Tuesday November 14, 2017 ~ 7:00 pm Tannery Park, Harriston

Paper Crafting: Get Ready for Christm Wednesday November 16, 2017 5:00 pm - 9:00 pm Harriston Branch, Wellington County Library Harriston

> Light up the Park Presented by the Palmerston Downtown Revitalization Committee & the Palmerston Lions Club Friday November 17, 2017 7:00 PM - 8:30 PM At Lions Heritage Park & Palmerston Railway Heriatge Museum

Comedy on Stage: Things My Mother Taught Me Grey-Wellington Theatre Guild November 17, 23, 24, & 25 at 7:30 PM November 18 8:00 PM after Santa

Claus parade Matinee November 19 2:00 PM Town Hall Theatre, 68 Elora St S, Harriston

Palmerston and District Hospital

Auxiliary Bazaar Palmerston and District Hospital Auxilian Saturday, November 18, 2017 9:00 AM - 1:00 PM Palmerston and District Community Centre Annual Lasagne Luncheon - Bake Sale

Knox-Calvin Presbyterian Church Saturday November 18 ~ 11:00 AM · 1:00 PM 135 Elora St. S. Harriston

Showing of Rudolph the Red Nosed The Crown Harriston

Saturday November 18 ~ 6:00 PM Harriston Christmas Parade

Harriston Firefighters Association Saturday November 18 ~ 7:00 PM

Norwell D.S.S. Wednesday November 22 6:00 PM - 8:00 PM Norwell District Secondary School

PA Day Evergreen Decoration (All Ages Harriston Branch, Wellington County Library Friday November 24 ~ 10:30 AM 88 Mill Street, Harriston

Ontario Early Years Centre Friday November 24 ~ 1:30 PM - 2:30 PM Clifford Rotary Park (across from arena)

Free Community Christmas Dinne Whites Road Pentecostal Church Saturday November 25th ~ 5:00 PM 9171 Wellington Road 5 just outside of

Christmas Party Mixer for Minto

Rusinesses

Harriston Legion

6:00 PM- 12:00 AM

Saturday November 25

Clifford Firefighters Association November 25 ~ 7:00 PM Elora Street, Clifford

※ Minto Holiday Events ※

pen House Wednesday November 29, 2017 9:00 AM - 8:00 PM Palmerston

Live Show: The Larry Mercy Tric Norgan Theatre Wednesday November 30 ~ 8:00 PM

DECEMBER

Curling Club Saturday December 2 10:00 AM - 5:00 PM

lifford Curling Funspiel Clifford Firefighters Association Saturday December 2, 2017 ~ 9:00 AM

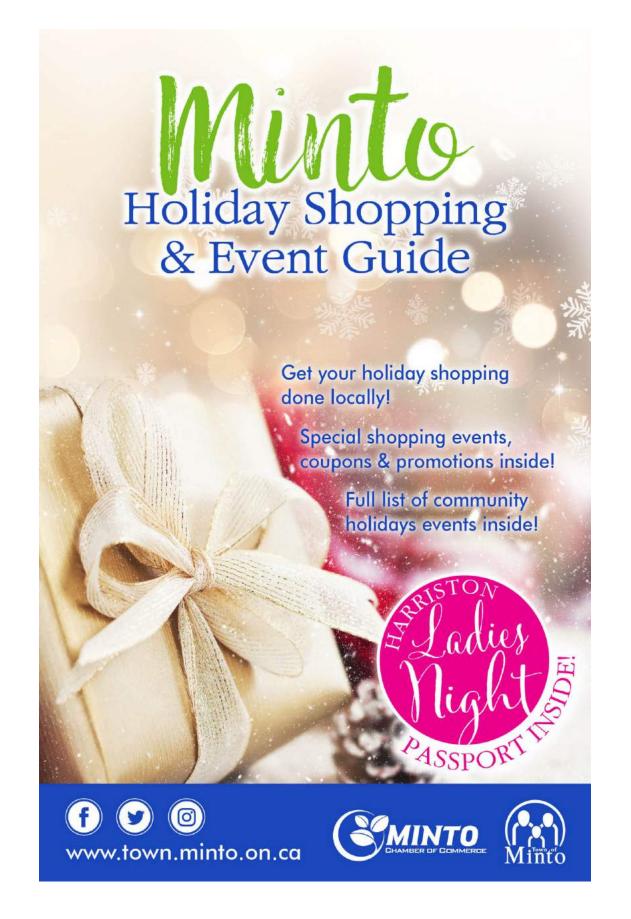
Paper Crafting: Get Ready for Christmas Harriston Branch, Wellington County Library

eakfast with Santa Gramma Jo's Restaurant Saturday December 2 3-11 Elora St N, Clifford

88 Mill Street, Harriston

Palmerston Firefighters Association December 2 ~ 7:00 PM

Saturday December 2 ~ 10:30 AM



LIGHT UP THE TOWN & HARRISTON LADIES NIGHT

- Over 100 people in attendance at Tannery Park and Library
- Minto Clifford Choir
- 127 passports submitted for Ladies'
 Night
- Pop Up Store with 10 vendors at Launchlt
- Shoppers from: Harriston, Palmerston,
 Clifford, Holstein, Gowanstown, Mount
 Forest, Listowel, Atwood, Drayton,
 Hanover, Guelph, Minto Pines,
 Kitchener, Moorefield, Fergus, Waterloo,
 Arthur

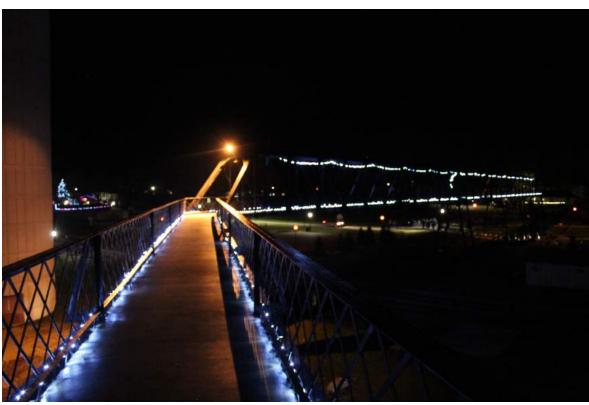










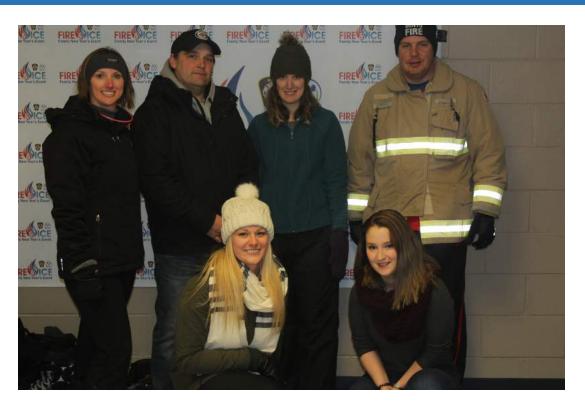




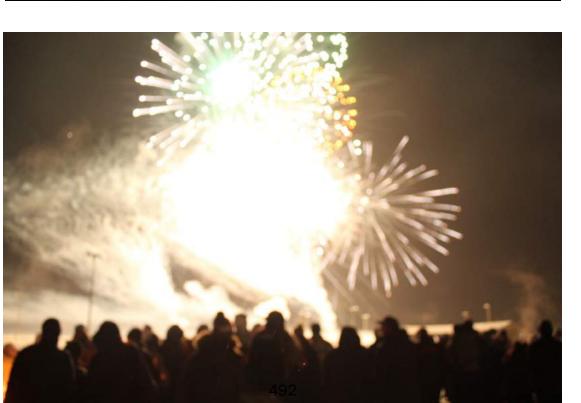
PALMERSTON MERCHANTS CHRISTMAS OPEN HOUSE, LIVING WINDOWS & LIGHT UP THE PARK

- New Holiday Bingo to promote holiday shopping throughout the season
- New living window performances
- Fantastic turnout to Light Up the Park with approximately ~350 in attendance

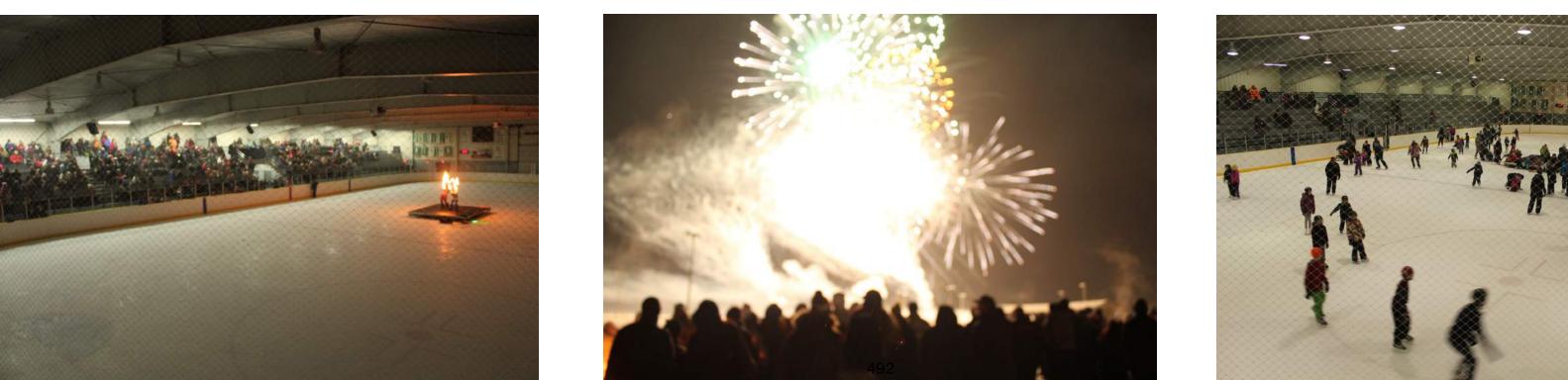
FIRE & ICE













MINTO FARMERS' MARKET

- A single market for Minto located at Palmerston Heritage Railway
 Museum
- Vendors numbers growing each year mix of farmers and local artisans
- 13 Vendors in 2017 & 16 Vendors in 2018
- Added Instagram account
- Collaborating with Wellington County Social Services through the Market Bucks Program which has benefited both the recipients and the vendors
- Successful events, including the annual Corn Roast and Corn on the Cob eating contest that the vendors come together to offer to the community
- 200 tickets sold
- Donation to various groups including the Minto Youth Action Council and Palmerston Railway Heritage Museum 493



Yoga in the Pak 9AM - 10AM



PALMERSTON RAILWAY HERITAGE MUSEUM

- Continued implementation of County Museum Plan
- Cataloging museum collection
- 922 daily visitors May-July 26 (2018)
- 194 Handcar Rides and 34 Train Rides

HANDCAR RACES

• 7 teams partipated

MINTO YOUTH ACTION COUNCIL

2017

- 9 members
- Celebrated 1st birthday on October 12, 2017
- Created an Action Plan
- Met with various community groups
- Amazing Race at the Harriston Street Party
- Installed "YOUth Should Know" youth community boards in all 3 Minto arenas

2018

- 14 members 10 active members
- Grad/Prom Dress Swap Pop Up Shoppe
- Created a Terms of Reference
- New Youth Space in LaunchIt
- Consulted with City of Stratford, Centre Wellington and Perth East about starting Youth Councils
- Adult Allies presenting at MBA Symposium in October













NORTHERN WELLINGTON YOUTH CONNECTIONS

- Beginning of May during National Youth Week
- 2017 100 Grade 10 students from Norwell & Wellington Heights
- 2018 200 Grade 9 students from Norwell & Wellington Heights
- Partnership with Wellington North & Mapleton
- Sessions: Entrepreneruship, Trades, Mental Health, Wellness, Resume Writing, Working in Wellington







- Expanded into Hanover 2017/2018 Season
- Partnered with Saugeen Economic Development Corporation for special event during Small Business Week







- Judged the Rhyze Awards
- reroot Organic Caitlin Hall received \$4,000

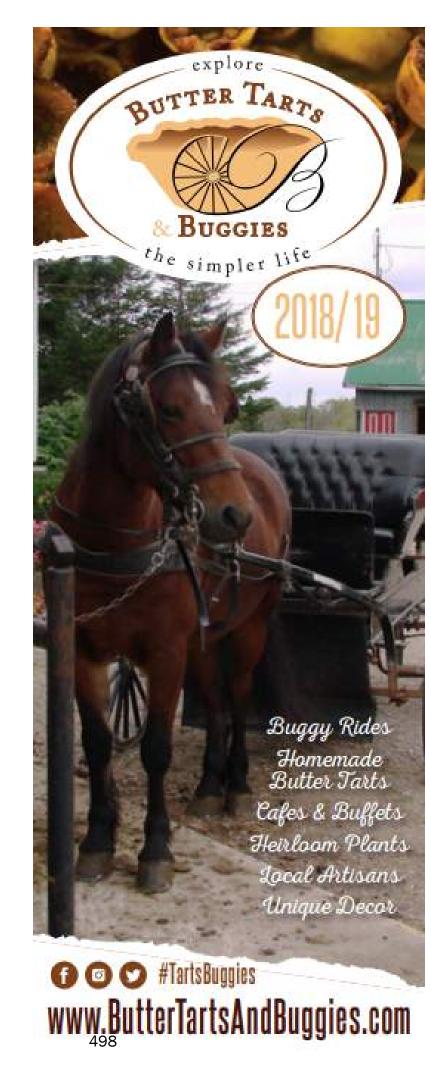


BUTTER TARTS & BUGGIES

- 2017 Mapleton joined
- 2018 West Grey joined
- 11 Minto Businesses
- Made an Instagram account
- Membership is now free for participating businesses & for two years
- Article in the New York Times

FALL FROLIC

- October 13, 14, 15, 2017
- 20 participating businesses
- Approximately 500 people in attendance







BUSINESS DEVELOPMENT

BUSINESS RETENTION & EXPANSION

Continuing implementation of Minto Plan

ENTREPRENEURSHIP DEVELOPMENT

- Pitch It! Business Plan Competition(4 finalists) each year
- Renew Northern Wellington 2 Openings in Minto

SAUGEEN CONNECTS

- Partnership with Hanover, Wellington North, Brockton and West Grey
- Launch of Succession Matching
- Received RED funding over 2 years















PLANNING & INFRASTRUCTURE DEVELOPMENT

- Community Improvement Plan Administration & Reporting
- Provided \$70,716.08 in grants in 2017
- Total spent by property owners \$251,763.26 in 2017
- Leveraged \$211,765.40
- \$1: \$3.56

CLIFFORD DIGGIN IT'

- Assisting the business community through communication, marketing and promotions
- Bi-weekly construction meetings





- CR & Harriston DRC joint initiative for Canada Packers Reunion and to encourage to stop and shop downtown
- 10 cones creatively painted by 9 artists (8 artists = Minto residents)
- Has resulted in one business offering ice cream and two unique Ice
 Cream Shops/café's opening downtown







MURALS

- Supplied a grant to Norwell through CR for public basketball court mural
- Mural for Clifford Homecoming through Local Heritage Markers
 Committee
- Mural in Harriston through Harriston DRC Committee



 The Palmerston and Harriston DRC's attended or viewed the Roger Brooks Presentation in April 2018 and have since revamped and reprioritized their Action Plans with more creative, beneficial, and branded ideas for the downtown cores





COMMUNITY GARDENS

- Clifford 10
- Harriston 23
- Palmerston 20
- All plots are full







COMMUNITIES IN BLOOM

• 2017 Score:

87.7% Silver

• 2013 Score:

85% Bronze

Special Mention:

Green Legacy Program







HEALTH CARE SERVICES

• Provide resources and support to the Recruitment Committee for healthcare professionals.

EDUCATION SERVICES

• Work with the Career Education Council & Norwell to match employment requirements with youth skills.

LOCAL IMMIGRATION PARTNERSHIP

 Work with the LIP to promote the benefits of hiring immigrants, by providing resources and information

FILIPINO

ASSOCIATION

• June 2017, Mayor Bridge hosted a BBQ with the Filipino community, employers and organizations to welcome them and find out how we can work together to attract more Filipinos to Minto and how to make their transition to a rural community easier.

WORKFORCE DEVELOPMENT



Helping you connect with workforce resources for your business.

Resource Fair • Information Panel • Networking

Harriston Community Centre, 111 George Street

Attract Workers with Outside the Box Thinking Connecting With Secondary/Post-Secondary Graduates Best Tips for Advertising Job Posts Using Your Website to Attract Employees Support, Funding, Grant Opportunities The Millennial Workforce Demographic Using An Immigrant Workforce Competing for Workers

TO REGISTER Call 519.510.7400 or Visit EmployerOne Survey Results

Workforce Planning Board

www.launchitminto.com









- Hosted in Harriston in partnership with the WWD Workforce Planning Board
- Connecting business owners with resources for connecting with the workforce to find employees



- 7 graduates with possibility of 2 more by June
- 3 from TG Minto and 1 from Palmerston



- Users: 6,827 (increase of 39.38%)
- Page Views: 52, 485 (increase of 15.63%)
- Radio & Social Media Campagins



A L U M N I A T T R A C T I O N

GRADUATING CLASS LUNCHEON & COMMENCEMENT GIFT

- Hosted a Graduation Luncheon for Norwell's Graduating Class of 2018 with help from Palmerston Lions' Club
- In partnership with Mapleton Township
- Created a video of Mayors & youth sharing what they like about Minto and why they did or will come back
- Gifting the students with notebooks at Norwell's
 Commencement in November 2018





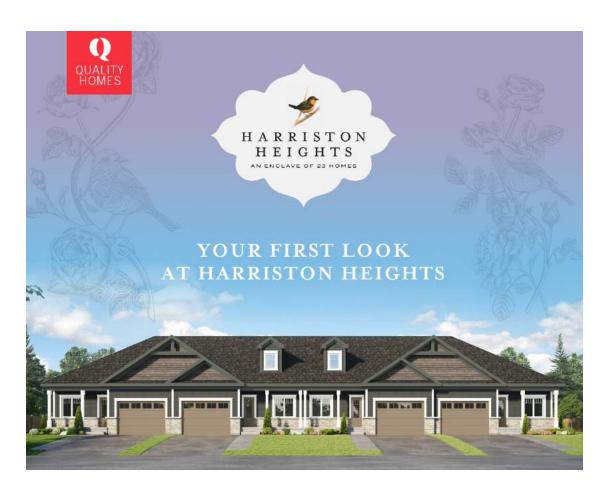
RESIDENTIAL ATTRACTION

REALTOR & DEVELOPER'S BREAKFAST

- Hosted a breakfast brainstorming session at Launchlt to gather insight on the demographics of new residents moving to Minto and what they are looking for
- Marketing plan implementation in 2019
- Welcome Reception for new residents Palmerston September 2018

QUALITY HOMES & WRIGHTHAVEN

 Involvement and facilitation of meetings with residential developers to connect them with employers for housing







INVESTMENT ATTRACTION

8 lots sold

- Felix & Bernice Weber Frank Lambier
 Court
- Grant & Amy Habermehl Frank Lambier
 Court
- Alfred DeVries Frank Lambier Court
- Shrimp Canada Minto Road
- Krosinski Enterprises Minto Road
- Sean Wheale Minto Road
- Jim Horrigan Frank Lambier Court
- Metzger Heating (2018) –
- Noble Family Road













MARKETING & COMMUNICATIONS

2017/2018 YEAR TO DATE PRESENTATIONS

April 2017 - OSUM Conference

August 2017 - Saugeen Economic Development (CFDC) Success BBQ

November 2017 - OMAFRA Downtown Communities of Practice

December 2017 - Bruce County Economic Development

January 2018 - Aaron - Elderslie Council

February 2018 - Minto Chamber AGM

February 2018 – Ministry of Culture Heritage Makes Sense Conference

April 2018 - OMAFRA Regional Economic Advisors

May 2018 – Strathroy- Caradoc Council Strategic Planning

May 2018 - University of Waterloo Economic Development Course on Incubators

Provided Economic Development Staffing Advice to the Town of Hanover, Municipality of

Brockton, Municipality of Aaron-Elderslie and the Municipality of Grey Highlands

A total of 10 Presentations

MARKETING & COMMUNICATIONS

Social Media

- f Facebook 1,890 Likes and 1,926 Followers
- Twitter 1,328 Followers
- Instagram 688 followers
- YouTube 67 subscribers and 95,195 total video views
- h LinkedIn created a new business profile and will connect to Live & Work Portal

Also manage Social Media for: MYAC, Butter Tarts & Buggies, Minto Farmers' Market, NWYPN

Social Media Survey: 112 respondents rated our Social Media 4 out of 5 stars



NEW WEBSITE

- Launched the new Minto website on July 11, 2018
- Removed the MintoEd.com site and integrated information into the new website
- New community profile through Townfolio





Our website has a new look!



GOLD YOUTH FRIENDLY COMMUNITY DESIGNATION

- Awarded Gold Designation Youth Friendly
 Community from Play Works Ontario
- Submitted documentation for 9 of the 10 criteria
- Over 30 community groups/organizations assisted with the application process
- Recognized for outstanding commitment to providing youth with opportunities to be active contributors to their community through key criteria







EDCO AWARD

- On Wednesday February 7, 2018 Belinda
 Wick-Graham, Economic Development
 Manager, was named the recipient of
 EDCO's most prestigious award, the Joseph
 Montgomery Economic Development
 Achievement Award.
- The award is presented annually to a leader to celebrate his or her significant contribution to the economic development profession
- Making the achievement even more special is that she is the youngest person to win the award with the most letters of support.



Thank you for your continued support! QUESTIONS AND/OR COMMENTS



TOWN OF MINTO

DATE: July 31, 2018
REPORT TO: Mayor and Council

FROM: Cam Forbes, By-law Enforcement Officer

SUBJECT: Lifetime Dog Tags

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:

Over the years, we have purchased new tags annually at a cost that rises every year. Every January, approximately 1000 tags are mailed to current dog owners, which takes a considerable amount of time.

COMMENTS:

In an effort to save time and money, we would like to update the dog by-law to go to a life time dog tag. This permanent tag system reduces the need to dispose of and replace tags every year.

To update this by-law, we would change the wording of By-law 2016-31 section C 4) from "Every dog tag shall bear the dog tag number and the year in which it was issued" to read "Every dog tag shall bear the license number as issued and be kept on the dog as long as the dog resides in the Town of Minto and the tag is still legible". And Section C 8) will include the wording "or becomes illegible" in regards to the replacement of the tags.

The fees and charges will remain the same and residents will still be required to renew their license annually.

We are currently looking at tags that will have a QR code on them that anyone with a smart phone can scan and it will take them to the S.O.S. Lost Pets website. Once you are on this website you can enter the tag number and it will bring up information for you to contact the owner to notify them that you have found their dog.

We will still register all dogs the same as we have in the past, it will be up to the home owner to register their pet with S.O.S. Lost Pets. A small pamphlet is included with the tag that explains how to register your pet on the website or by text message.



FINANCIAL CONSIDERATIONS:

By switching to lifetime dog tags, we will save approximately 50 hours of staff time stuffing envelopes with tags to be mailed out, beginning in 2020 with permanent tags being sent out in 2019. As well we will no longer need to purchase tags annually at a cost of approximately \$400.00 a year. Owners will still be invoiced on a yearly basis to renew their licence.

RECOMMENDATION:

That the Council of the Town of Minto receives the By-law Enforcement Officer's July 31, 2018 report regarding Lifetime Dog Tags and considers an amending By-Law in open session.

Cam Forbes
By-Law Enforcement Officer



TOWN OF MINTO

DATE: August 2, 2018 REPORT TO: Mayor and Council

FROM: Michelle Brown, Building Assistant

SUBJECT: Site Plan Approval 2380681 Ontario Limited,

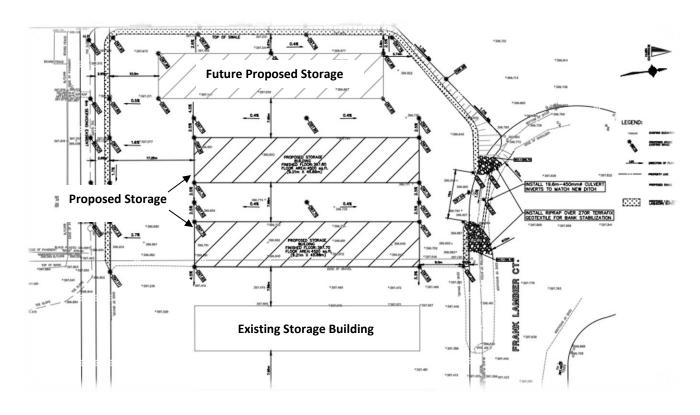
STRATEGIC PLAN

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

Promote environmentally friendly development through subdivision and site plan control such as naturalized stormwater management, low maintenance landscaping using native species, and energy and water preservation techniques that enhance design and improve the cosmetics of the community.

BACKGROUND

2380681 Ontario Limited, owner/operator of Minto Self Storage proposes to build two mini storage buildings with an additional future mini storage building on property municipally known as 55 Minto Road, Palmerston. The additional buildings are in line with the existing storage building with a total of (4,500 sq f) each. Clerks, Building and Public Works staff along with Triton Engineering met to review the site plan submitted with a preliminary proposal of the project. The site plan proposal is as follows:



- Two additional 418 square metre (4,500 sq. foot) mini storage buildings to be constructed initially, followed by an additional mini storage building in the future.
- The site is zoned M1-42 which is an industrial commercial zone and complies with the Zoning including building setback, lot coverage parking and other applicable zoning requirements.
- Existing surface water run-off is managed on site with a series of swales flowing to the Frank Lambier CT. ditch and shared drainage easement with abutting Tim Horton's lands
- Mini storage buildings do not require connections to sanitary sewer or water

COMMENTS

Town Building, Public Works and Clerk's Department reviewed the site plan at the regular development meeting and the plan has been revised with staff comments. Overall the site plan submission includes sufficient detail to permit approval subject to the execution of a site plan agreement with the Town.

FINANCIAL CONSIDERATIONS

Security for the development agreement is included in the \$3,600 site plan application fee.

RECOMMENDATION:

That Council receives the Building Assistant's report dated August 2nd, 2018 regarding site plan approval for 2380681 Ontario Limited to construct two additional mini storage buildings. subject to execution of a site plan agreement with the Town requiring, among other matters, the apron must be paved with a year, and completion of the work within two years. Servicing, grading and drainage, and similar being provided to the satisfaction of the Town prior to issuance of a building permit.

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

Michelle Brown, Building Assistant

Town of Minto

DATE: August 2, 2018

TO: Mayor Bridge and Members of Council FROM: Michelle Brown, Building Assistant

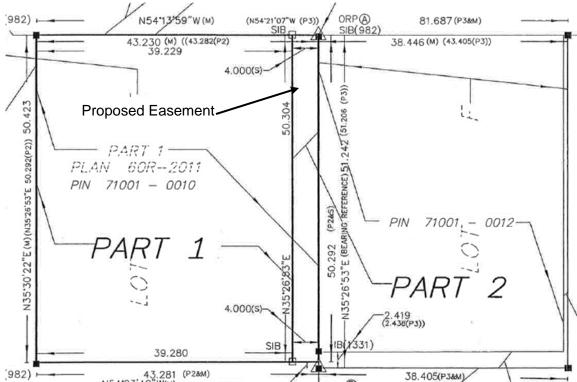
RE: B85/18 - Cherie & Henri Nieuwenhoff Severance 101/111 Elora Street N, Clifford, Part Park Lot E, Town of Minto

STRATEGIC PLAN

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

BACKGROUND

This application to County of Wellington Land Division is to create a 4.0 m (13.1 ft) wide easement across property municipally known as 101 Elora St. N. The easement will provide a sewer lateral connection to the adjacent property municipally known as 111 Elora St. N. (W.C. Smith Wholesale Distributors Inc.), which is currently on a septic system. It is also staff's understanding that Nieuwenhoff's property will be connected to this sanitary lateral as well. This parcel is zoned Unserviced Residential (R1A). Section 6.34 of the By-law



permits the installation or maintenance of water mains, sanitary sewer mains, and storm sewers in all zones.

COMMENTS

Town of Minto staff reviewed the application and no serious concerns were noted. Any potential issues to be address through the building permit process and the Town's standard conditions for consent applications.

RECOMMENDATION

THAT the Council recommends County of Wellington Land Division Committee approve Severance Application B85/18 Cherie & Henri Nieuwenhoff Severance 101/111 Elora Street N, Clifford, Part Park Lot E, Town of Minto, and that the following conditions be considered:

1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.

ATTACHMENTS

County of Wellington Senior Planner, Curtis Marshall

Michelle Brown Building Assistant **Application** B85/18

Location Part Park Lot E, Plan of Village of Clifford

TOWN OF MINTO

Applicant/Owner | Cherie & Henri Nieuwenhoff

PRELIMINARY PLANNING OPINION: This application would create a 4.0 m (13.1 ft) wide easement across the subject property (101 Elora St.) to provide a sewer connection to the adjacent property (111 Elora St.).

Planning Staff have no concerns with the proposed application provided that the following matter is addressed as a condition of approval:

a) The exact location of the septic bed on the subject property shall be confirmed to ensure that the existing septic system is not located within the proposed easement, and if necessary the easement shall be adjusted/relocated to avoid the septic system to the satisfaction of the Town of Minto, and the County of Wellington Planning and Development Department.

PLACES TO GROW: No Issues.

PROVINCIAL POLICY STATEMENT (PPS): No Issues.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is located within the Clifford Urban Centre and is designated HIGHWAY COMMERCIAL.

The matters under Section 10.1.3 were considered including item b) "that all lots can be adequately serviced with water, sewage disposal... to accepted municipal standards and without undue financial burden on the municipality".

Under Section 12.6.1 of the Plan, utilities for municipal water, sewage and storm water are permitted in all land use designations.

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

LOCAL ZONING BY-LAW: The subject property is zoned Unserviced Residential Zone (R1A). Section 6.34 of the By-law permits the installation or maintenance of water mains, sanitary sewer mains, and storm sewers in all zones.

SEPTIC BED LOCATION: Planning Staff note that the proposed sanitary sewer drawing prepared by Wilson-Ford dated May 14. 2018, shows that the is existing septic bed on the subject property as being possibly located within the proposed easement. The location of the septic bed should be confirmed on the subject property to ensure that the septic is not located within the proposed easement. The easement should be adjusted/relocated if necessary to avoid the existing septic system. A condition is being recommended to this effect.

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

Curtis Marshall, MCIP, RPP

Senior Planner July 30, 2018



TOWN OF MINTO DATE:

TO: FROM: SUBJECT: August 2nd, 2018 Mayor and Council

Michelle Brown, Building Assistant Site Plan Approval, J & A Devries, 141 Frank Lambier Court, Palmerston

STRATEGIC PLAN

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

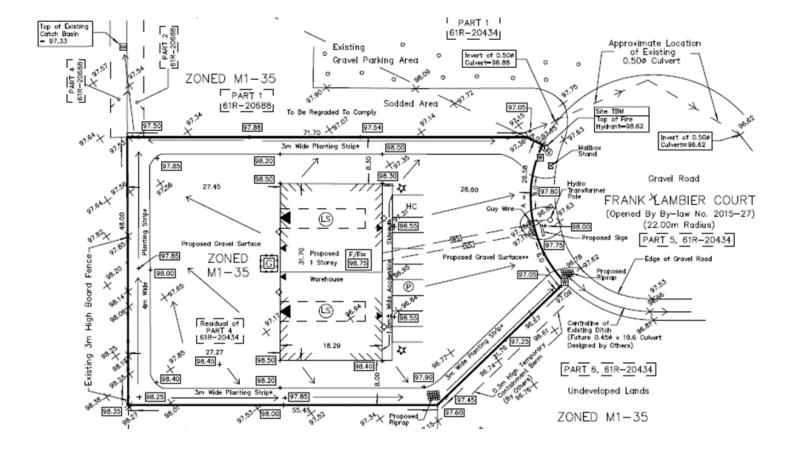
Provide strong community development policies and practices that support a family friendly environment, attract family oriented businesses, and enhance Minto as a welcoming, attractive, and safe location. Include resident and business testimonials supporting the family image in publications.

BACKGROUND

J & A Devries Construction, owner/operator of the proposed industrial building, plans to build a 579.7 sq m (6240 sq ft) structure at 141 Frank Lambier Court. Council will recall that this is one of the parcels in the Palmerston Industrial Park that the Town sold to Mr. Devries in 2017. Clerks, Building and Public Works staff along with Triton Engineering met to review the site plan submitted with a preliminary proposal of the project.

The site plan shown outlines the following development details:

- The proposed 6240 sf building;
- The property is zoned M1-35 which is an industrial commercial zone and complies with the zoning including building setbacks, lot coverage parking and other applicable zoning requirements;
- Paved parking lot and entrance with 9 parking spaces (1 barrier free) at the front of the building complete with sidewalk and entrances to Warehouse (being paved once Frank Lambier CRT is paved);
- Outdoor screened garbage storage at the rear of the building.
- Site grading is shown with the rear surface drainage conveyed via a swale to existing northwest drainage easement at the corner of the property;
- Swale along the side property lines directing drainage to Frank Lambier Court road side ditch;
- Proposed water and sanitary service connections at the property line;
- Lighting is proposed as flood lights on the building; and,
- A 3 m wide planting strip along the entire property line, with a 4m wide at the rear.



COMMENTS

Town Building, Public Works and Clerk's Department reviewed the site plan at the regular development meeting and the plan has been revised to address staff's comments. The developer must work together with the abutting properties to ensure that all drainage and site servicing complies with existing properties. Overall the site plan submission includes sufficient detail to permit approval subject to the execution of a site plan agreement with the Town.

FINANCIAL CONSIDERATIONS

Security for the development agreement is included in the \$3,600 site plan application fee.

RECOMMENDATION:

That Council receives the Planning Assistants report dated August 2, 2018 and approves Site Grading Plan prepared by J Don MacMillan Limited, for J&A Devries Construction Inc, subject to execution of a site plan agreement with the Town requiring, among other matters, completion of the work within two years, servicing, final grading and drainage, loading area, and similar being provided to the satisfaction of the Town.

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

Michelle Brown Building Assistant



Town of Minto

DATE: August 2, 2018

TO: Mayor Bridge and Members of Council FROM: Michelle Brown, Building Inspector

RE: B76/18 and B77/18

Lots 76-79 Robinson and Metzger Severance

Municipally known as, 401, 411, 417, and 423 Jane Street, Palmerston

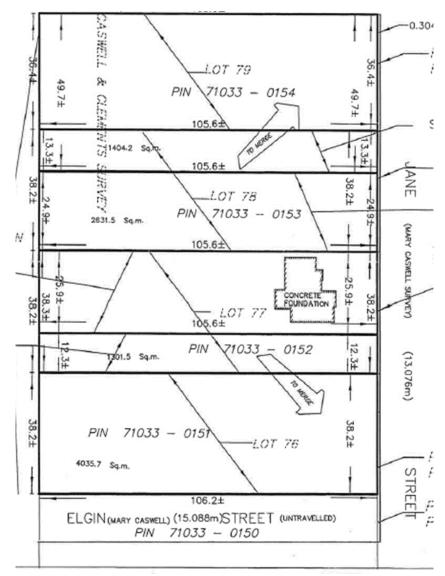
STRATEGIC PLAN

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

BACKGROUND

There are two lot line adjustment applications to the County of Wellington Land Division for properties located at 411 and 417 Jane St in within the former Township of Minto, Town of Minto. The subject lots butt up to the Urban boundary of Palmerston and are serviced with both Municipal Water and Sewer. The severance applications B76/18, and B77/18, will adjust the lot size of four properties municipally known as, 401, 411, 417, and 423 Jane Street as shown in the adjacent sketch.

Application B76/18 would sever 1404.2 m² (15114.7 ft²) of vacant land and merge it with an adjacent vacant residential parcel. The retained 2631.5 m² (28325.2 ft²) parcel is vacant. Application B77-18 would sever 1301.5 m² (14009.2 ft²) of vacant land and merge it with an adjacent vacant residential parcel. The retained 2735.0 m² (29439.7 ft²) parcel contains a single detached dwelling currently under construction.



The intent of the retained and newly consolidated parcels are to be developed for residential uses in the future, and also to allow for the new larger lots to be severed, which, in the end, will create a total of 6 building lots. The subject property is currently zoned Agricultural Exception A-113 permitting single detached dwellings. Council may recall the site-specific exception was approved in 2016, allowing limited residential development, allowing for preservicing of the lots during the reconstruction of Jane Street and to require minimum and maximum setbacks to facilitate the severance of the large lots. A zoning amendment will be required to revise the site-specific exemption referencing the lot fabric of approved site plan A6387.

COMMENT

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

Clerks

Standard financial conditions are recommended.

Public Works

Standard conditions in relation to servicing and frontage fees are recommended. An entrance permit must be obtained prior to construction.

Building

Standard building permit fees and development charges will be required prior to the issuance of a building permit. The requirement of an engineered grading plan is also recommended for the severed and retained portion, to the satisfaction of the Town's engineer. Rezoning will be required for the altered lot area and abutting lands.

Council may also recall that a 0.30m (1'-0") reserve is located along the frontage of all of these lots (excluding the entrance to the house under construction), which will need to be lifted prior to the issuance of a Building Permit.

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

RECOMMENDATION

THAT the Council recommends County of Wellington Land Division Committee approve Severance Applications B76/18, and B77/18, Robinson and Metzger Severance municipally known as, 401, 411, 417, and 423 Jane Street, Palmerston, Town of Minto and that the following conditions be considered:

- 1. THAT the applicant satisfies all requirements of the Town of Minto, financial and otherwise which the Town may deem to be necessary for the proper and orderly development of the subject lands.
- 2. That the applicant be advised the Town of Minto will require payment of any applicable development charges at the time of issuance of a building permit respecting the lot(s) subject of the application at the rate established by Council applicable at time of issuance of the building permit.
- 3. THAT the applicant for B77/18 prepares and submit a grading and drainage plan to the satisfaction of the Town of Minto, which requires a plan prepared by a

- professional engineer or Ontario Land Surveyor and that the owner complete the provisions of the approved grading and drainage plan and storm water management plan pursuant to development of the subject lands.
- 4. THAT the applicant obtains a written statement from the Town of Minto confirming the proposed lots and associated land uses, buildings and structures comply with the all applicable requirements in the Town of Minto zoning by-law.
- 5. That the applicant provide proof of payment from the Town of Minto that outstanding frontage charges for water, sanitary sewer, and or storm sewer where applicable and required by the Town for the severed lot(s) at the rate established by policy in place at the time of payment of the frontage charge (for reference only and subject to change, the rate applicable at the time of this decision is \$221.00 per metre lot frontage), and that the applicant is also advised this does not include paying the cost of lateral connections to any service which shall be payable to the Town at time of connection.
- 6. That the applicant obtains written confirmation from the Town of Minto Public Works Department that satisfactory access arrangements to the subject lands have been made including payment of applicable fees.

ATTACHMENTS

Reports- County of Wellington Senior Planner, Curtis Marshall

Michelle Brown Building Assistant **Application** B76/18

Location Lots 78-79, Caswell Clements Survey, Palmerston

TOWN OF MINTO

Applicant/OwnerCathryn Robinson

PRELIMINARY PLANNING OPINION: The purpose of this lot line adjustment application is to sever 1404.2 m² (15114.7 ft²) of vacant land and merge it with an adjacent vacant residential parcel. The retained 2631.5 m² (28325.2 ft²) parcel is vacant. The retained and newly consolidated parcels are proposed to be developed for residential uses in the future.

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

a) That the owner submit and obtain approval of a zoning by-law amendment to revise the site specific exception to further address phasing and the orderly future development of the properties to the satisfaction of the Town of Minto.

PLACES TO GROW: No Issues.

PROVINCIAL POLICY STATEMENT (PPS): No Issues.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is located within the PRIME AGRICULTURAL AREA. The property is located adjacent to the Palmerston Urban Centre. Permitted uses include single detached dwellings on existing lots.

According to section 10.3.5 lot line adjustments may be permitted for legal or technical reasons, such as easements, correction of deeds, quit claims, and minor boundary adjustments in the Prime Agricultural Area.

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

The matters under Section 10.1.3 were also considered.

WELL HEAD PROTECTION AREA: The subject property is located within a WHPA C & D with Vulnerability Scores of 2, 4 & 6.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural Exception (A-113). Permitted uses include single detached dwellings. The site specific exception was approved in 2016, and establishes minimum and maximum building setbacks to ensure that the construction of single detached dwellings on the existing lots does not compromise the future development potential of the properties (with a higher residential density) if the properties were ever brought into the Palmerston Urban Area.

A condition is being recommend that a further zoning amendment be required to revise the site specific exception to further address phasing, and the orderly future development of the properties.

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

Curtis Marshall, MCIP, RPP

Senior Planner July 30, 2018 Application B77/18

Location Lots 76-77, Caswell Clements Survey, Palmerston

TOWN OF MINTO

Applicant/Owner | Metzger Electric

PRELIMINARY PLANNING OPINION: The purpose of this lot line adjustment application is to sever 1301.5 m² (14009.2 ft²) of vacant land and merge it with an adjacent vacant residential parcel. The retained 2735.0 m² (29439.7 ft²) parcel contains a single detached dwelling currently under construction. The newly consolidated parcel is proposed to be developed for residential uses in the future.

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

a) That the owner submit and obtain approval of a zoning by-law amendment to revise the site specific exception to further address phasing and the orderly future development of the properties to the satisfaction of the Town of Minto.

PLACES TO GROW: No Issues.

PROVINCIAL POLICY STATEMENT (PPS): No Issues.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is located within the PRIME AGRICULTURAL AREA. The property is located adjacent to the Palmerston Urban Centre. Permitted uses include single detached dwellings on existing lots.

According to section 10.3.5 lot line adjustments may be permitted for legal or technical reasons, such as easements, correction of deeds, quit claims, and minor boundary adjustments in the Prime Agricultural Area.

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

The matters under Section 10.1.3 were also considered.

WELL HEAD PROTECTION AREA: The subject property is located within a WHPA C & D with Vulnerability Scores of 2, 4 & 6.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural Exception (A-113). Permitted uses include single detached dwellings. The site specific exception was approved in 2016, and establishes minimum and maximum building setbacks to ensure that the construction of single detached dwellings on the existing lots does not compromise the future development potential of the properties (with a higher residential density) if the properties were ever brought into the Palmerston Urban Area.

A condition is being recommend that a further zoning amendment be required to revise the site specific exception to further address phasing, and the orderly future development of the properties.

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

Curtis Marshall, MCIP, RPP

Senior Planner July 30, 2018

Building Department Monthly Review



April/May/June 2018



April's Permit Activity

- Permit Activity continues to be strong over the past 3 months
- In April, 18 Permits were issued, with \$2.3M in Construction value

	2018			2017			
PERMIT TYPE	PERMITS ISSUED	D	OLLAR VALUE	PERMITS ISSUED		DOLLAR VALUE	
Single Family Dwelling	3	\$	1,225,000.00	4	\$	1,160,000.00	
Multiple Family Dwelling	1	\$	475,000.00	1	\$	250,000.00	
Accessory Appartments	1	\$	40,000.00	0	\$		
Residential Additions/Renovations	1	\$	5,000.00	7	\$	368,000.00	
Residential Accessory Structures	1	\$	2,000.00	1	\$	15,000.00	
Residential Pool Enclosures/Decks	2	\$	8,000.00	4	\$	41,000.00	
Commercial Permits				0	\$	-	
Industrial				3	\$	995,000.00	
Institutional				0	\$		
Agricultural	7	\$	514,000.00	4	\$	1,029,000.00	
Sewage Systems	2	\$	30,000.00	0	\$	-	
Demolitions				0	\$	-	
Monthly Total	18	\$	2,299,000.00	24	\$	3,858,000.00	
Total Year to Date	45	\$	9,011,000.00	61	\$	12,552,000.00	



May's Permit Activity

In May, 29 Permits were issued, with \$3.5M in Construction value

	2018			2017		
PERMIT TYPE	PERMITS ISSUED	D	OLLAR VALUE	PERMITS ISSUED		DOLLAR VALUE
Single Family Dwelling	3	\$	1,320,000.00	6	\$	1,541,000.00
Multiple Family Dwelling				4	\$	1,450,000.00
Accessory Appartments				0	\$	~
Residential Additions/Renovations	2	\$	6,000.00	2	\$	153,000.00
Residential Accessory Structures	2	\$	30,000.00	8	\$	175,000.00
Residential Pool Enclosures/Decks	8	\$	50,000.00	5	\$	14,000.00
Commercial Permits	1	\$	3,000.00	0	\$	2
Industrial	1	\$	200,000.00	1	\$	-
Institutional				1	\$	80,000.00
Agricultural	10	\$	1,950,000.00	3	\$	671,000.00
Sewage Systems	2	\$	15,000.00	2	\$	15,000.00
Demolitions				2	\$	16,000.00
Monthly Total	29	\$	3,574,000.00	34	\$	4,115,000.00
Total Year to Date	74	\$	12,585,000.00	95	\$	16,667,000.00



June's Permit Activity

In June, 28 Permits were issued, with \$5.2M in Construction value

	2018			20		
PERMIT TYPE	PERMITS ISSUED		DOLLAR VALUE	PERMITS ISSUED		DOLLAR VALUE
Single Family Dwelling	8	\$	3,312,000.00	0	\$	-
Multiple Family Dwelling	0	\$	-	0	\$	2
Accessory Appartments	0	\$	7	0	\$	9
Residential Additions/Renovations	5	\$	240,000.00	6	\$	241,000.00
Residential Accessory Structures	2	\$	17,000.00	0	\$	5
Residential Pool Enclosures/Decks	1	\$	8,000.00	10	\$	26,000.00
Commercial Permits	1	\$	7,000.00	0	\$	÷
Industrial	0	\$		3	\$	850,000.00
Institutional	0	\$	-	0	\$	-
Agricultural	4	\$	1,540,000.00	4	\$	244,000.00
Sewage Systems	5	\$	53,000.00	1	\$	11,000.00
Demolitions	2	\$	16,000.00	2	\$	35,000.00
Monthly Total	28	\$	5,193,000.00	26	\$	1,407,000.00
Total Year to Date	102	\$	17,778,000.00	121	\$	18,074,000.00



Year To Date Permit Activity

- Permit numbers are down slightly from 2017, but the construction value is comparable
- Residential and Agricultural Sectors are showing the largest increase over 2017
- To date, 102 permits worth \$17.8M have been issued, compared to 121 worth \$18.0M in 2017

	2018			2017		
PERMIT TYPE	PERMITS ISSUED		DOLLAR VALUE	PERMITS ISSUED		DOLLAR VALUE
Single Family Dwelling	20	\$	7,592,000.00	16	\$	4,290,000.00
Multiple Family Dwelling	1	\$	475,000.00	9	\$	5,735,000.00
Accessory Apartments	1	\$	40,000.00	0	\$	¥
Residential Additions/Renovations	12	\$	465,000.00	22	\$	1,217,000.00
Residential Accessory Structures	7	\$	179,000.00	10	\$	193,000.00
Residential Pool Enclosures/Decks	11	\$	66,000.00	19	\$	81,000.00
Commercial Permits	4	\$	278,000.00	2	\$	165,000.00
Industrial	2	\$	300,000.00	10	\$	2,100,000.00
Institutional	1	\$	55,000.00	3	\$	132,000.00
Agricultural	31	\$	8,204,000.00	18	\$	4,029,000.00
Sewage Systems	10	\$	108,000.00	8	\$	81,000.00
Demolitions	2	\$	16,000.00	4	\$	51,000.00
Total	102	\$	17,778,000.00	121	\$	18,074,000.00



April to June's Highlights

Highlights include:

- 18 New Residential Units 6 in Harriston, 3 in Palmerston, 4 in Clifford, 5 in the Rural area
- Permits for 4 New Barns issued (Hog, Dairy, Broiler, and Beef)



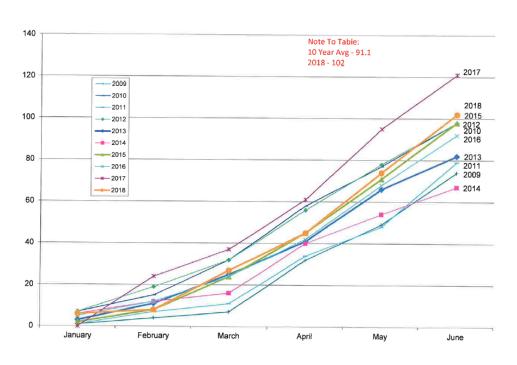






10 Year Permit Numbers

- 10 Year Average 91.1
- Year To Date 102 Permits

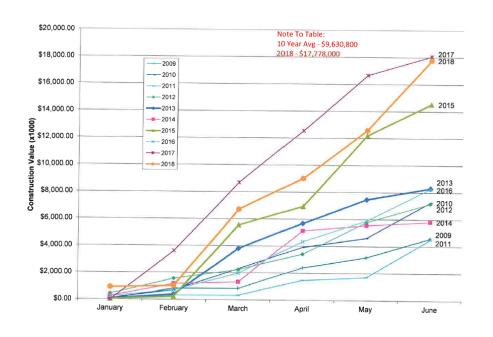






10 Year Construction Value

- 10 Year Average \$9,630,800
- Year To Date \$17,778,000







Questions/Comments





TOWN OF MINTO

DATE: July 16, 2018

REPORT TO: Mayor and Council

FROM: Terry Kuipers, C.B.O

SUBJECT: MTO Noise By-law Exemption Request

STRATEGIC PLAN:

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

BACKGROUND:

Council will recall from the March 06, 2018 Council meeting that the Ministry of Transportation requested an exemption from the Noise By-law to permit the reconstruction of Highway 9 between Harriston and Clifford to continue overnight. The project did not start as anticipated, and MTO is retendering the project this fall with a revised construction period of May 1st to October 31st of 2019.

The Town of Minto has a Noise By-law in effect that prohibits certain noise emissions during specific periods of time. With respect to construction activities, the by-law prohibits construction activity from 9:00pm on one day to 7:00am on the following day (9:00am on Sundays). The By-law contains exemption provisions that gives Council the authority to vary the provisions contained within the By-law if a person applies for an exemption. Council has 3 options to address an exemption: To approve the exemption as proposed; to approve the exemption with conditions; or to refuse the exemption request.

The exemption request and the cover letter (attached to this report) submitted was to permit the road reconstruction to take place at night, in an effort to minimize the construction duration and to minimize traffic disruptions. The one item that is different in this request, is that the Highway will be closed entirely from Monday at 5:00 am to Friday at 5:00 pm.

COMMENTS:

Staff looked at the location of the dwelling units along Highway 9, and many of them are located close to the highway, as little as 7.3m (24') from the edge of the asphalt. Road construct equipment can be very loud, from the exhausts, to safety equipment (back-up beepers), to the vibrations of the compaction equipment.



Staff and Council are very aware of how busy Highway 9 can be during the summer time, and the shorter time the reconstruction takes is ideal. The exemption request, if approved as proposed, could cause serious disruptions to our citizens at night, based on the location of their housing.

Staff looked at some options regarding distance separation between the Highway and the houses may be acceptable for both sides: to mitigate the noise at the dwelling units; and to allow the construction work to proceed through the night. It was felt that a 50m (164') buffer between the construction equipment and the dwelling units would be a fair compromise. This would mean that no construction activity, including the idling of construction vehicles or equipment, could occur within this 50m (164') buffer. This would mean that of the 48 dwelling units along Highway 9, the 50m buffer would impact construction activities in front of 27 homes. Staff also felt that if written permission was obtained from the dwelling occupant, clearly indicating the occupiers consent to allow for the after hour construction activity to occur during specific days, this would also be acceptable.



FINANCIAL CONSIDERATIONS:

There are no financial considerations.

RECOMMENDATION:

That Council receives the Chief Building Official's report dated July 16, 2018 report titled MTO Noise By-law Exemption Request, and grant the contractors working on behalf of the Ministry of Transportation a conditional exemption between May 01, 2019 to October 31, 2019, with the following conditions:

- No construction activities are to take place between the hours of 9:00pm on one day to 7:00am on the next (9:00 on Sundays) within 50m of a dwelling unit unless specific written permission is granted by the occupier of the dwelling unit, agreeing to allowing the after hour construction activity to take place on specific calendar days. Written permission obtained is to be submitted to the Town of Minto. This exemption will be re-evaluated based on any complaints received.

Terry Kuipers, C.B.C.O

Ministry of Transportation

Engineering Office Environmental Section West Region

659 Exeter Road London, Ontario N6E 1L3 Telephone: (519) 873-4557 Facsimile: (519) 873-4600 Ministère des Transports

Bureau du génie Section de l'environnement Région de l'Ouest

659, rue Exeter London (Ontario) N6E 1L3 Téléphone: (519) 873-4557 Télécopieur: (519) 873-4600



June 22, 2018

Attention: Mr. Terry Kuipers, Chief Building Official/Bylaw Enforcement Officer Town of Minto 5941 Highway #89, R.R. 1 Harriston, ON N0G 1Z0

Sent via email: terry@town.minto.on.ca

RE: Rehabilitation of Highway 9 from Clifford to Harriston (G.W.P. 3079-14-00)

Request for Exemption from Noise By-law 05-09 (Town of Minto) to

Facilitate Night Work

The Ontario Ministry of Transportation (MTO) is undertaking the Detailed Design and Class Environmental Assessment (EA) study for the rehabilitation of Highway 9 from the Clifford east limits, easterly for 9.0 km, to 0.8km east of Highway 23/Highway 89 in Harriston, Town of Minto.

The purpose of this letter is to request an exemption from the Town of Minto's Noise By-law (05-09), pertaining to prohibited hours for the operation of construction equipment from 21 00 (9:00 pm) one day to 07 00 (7:00 am) next day (09:00 (9:00 am) on Sundays).

Project Overview

The project is being undertaken primarily to address the existing pavement condition, and will include pavement resurfacing, culvert rehabilitations/replacements and minor electrical work. During construction, Highway 9 will be closed to traffic from Monday (5am) to Friday (5pm) and a detour route will be provided (see attached map). Access to businesses and properties will be maintained at all times.

The construction work is expected to take place over one construction season. Night-time construction is proposed to minimize construction duration and avoid significant disruption to Highway 9 traffic. We are requesting the exemption from May 1st to October 31st 2019. If night work is conducted, it will involve normal construction equipment such as trucks, excavators, compactors and paving equipment related to the replacement of culverts and paving operations. The Contractor will be required to

minimize idling of construction vehicles and to maintain equipment in good working order (including muffling devices) to mitigate noise impacts. The Contract Administrator will monitor and investigate any complaints regarding construction noise according to the provisions of the MTO's *Environmental Guide for Noise*.

The following information is provided in support of our application:

Applicant:

Ontario Ministry of Transportation, West Region

659 Exeter Road, 3rd Floor London, ON N63 1L3

Attention:

Kelly Jansen, Environmental Planner

Planning & Design, Environmental Section

Tel: (519) 873-4587

Event Title: Rehabilitation of Highway 9 from Clifford to Harriston

Note: Private construction firms, working under Contract for the MTO, will undertake the work.

To date, project information in the form of Notices and letters have been set to municipalities, agencies, and the public with an interest in the project, including adjacent property owners.

We would appreciate your consideration of this request, at your earliest opportunity so that MTO may proceed to tender the project in Late 2018, subject to funding and receipt of all approvals.

If you require anything further, please do not hesitate to contact the undersigned.

Regards,

Kelly Jansen

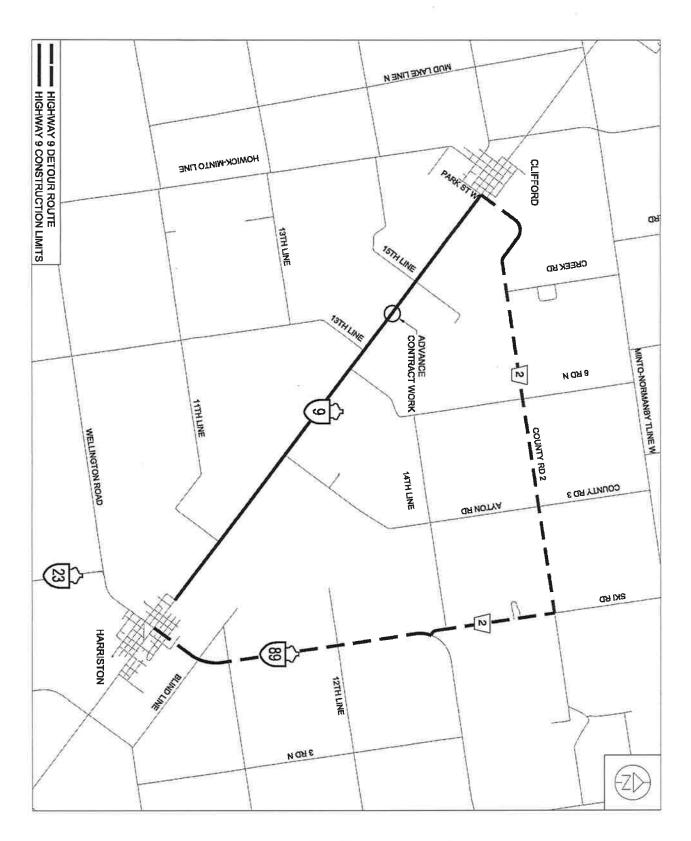
Environmental Planner Ministry of Transportation

T: 519-873-4587

Kelly.Jansen@ontario.ca

Attachments: Schedule 4 – Application for Noise Exemption

cc. Ron Meertens - Senior Project Manager, MTO West Region



Key Plan

The Corporation of the Town of Minto By-law No. 05-09 Page 8 of 8.

SCHEDULE 4

Application for Noise Exemption:

Applicant Name	Last	Fir	st
	Jansen	Kellu	
4 14		, Sev	· S
Applicant Address	Street	Town	Postal Code
	Le 59 Exet	erRd London on	NLEE IL3
Anniham 42. Di			1,00
Applicant's Phone N	umber	0-0	
	219	873-4587	
Group or Organizati			
Oroup of Organizati	Out on M	1:::1- 0-	
	Ontario m	unismy of Transpo	Mation
Event Title		<u> </u>	
Rehabilitation of	Hung Com	N: 00. 1 1	Payment .
100101	Trom	Clifford to Harrist	M
Date of Event		Time of E	,
If event is being held	over more than	Time of Even n one day, specify time 1:00pm one day to	it
May 18+ 2019-	2100 (9:00pm) one day to	s for each day.)
October31st2	019	0700 (7:0000)	and down to down
		0700 (7:00am) n	extage (0900 &
Description of Event.	– include the so	urce of sound or vibrat	fion in record
	AY 19 MEHRA MHIROT	DE*	
in the event the	contractor u	sill perform night	work, it will
	THE CAT OF CITE	10 6	
s ronaucted, it	will involve no	Mari de la	equipment
	excavators, c	empactors, and o	odvina
equipment	••-		0
ate the particular pr	ovision or many		
cemption is being sou	ovision or provi	isions of the By-law fro	m which the
		2/0/0/00/01/1/0	
. Provious by	The and I	Place; schedule 2:	3.
	in operat	Ton of any motor	ized conveyance
		Tu. 22	
		Date Date	,2018
		kal, Ta	
		Signature	
		- Summer O	0

Environmental Planner

Submit to:

with the second second second

The Town of Minto, c/o The Clerk's Office, 5941 Hwy. 89, R. R. 1 Harriston, Ontario NOG 1Z0 (519)-338-2511

Title



TOWN OF MINTO

DATE: August 7, 2018
REPORT TO: Mayor and Council

FROM: Linda Dickson Emergency Manager CEMC
SUBJECT: 2018 Annual Emergency Management Report

STRATEGIC PLAN:

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

BACKGROUND:

The following report outlines the municipal requirements set out in the Emergency Management and Civil Protection Act and how the municipality has fulfilled these requirements for 2018.

COMMENTS:

Program Committee

The Town has an Emergency Management Program Committee (Committee) as required. There were no changes to the Committee Structure in 2018. The Committee met on March 22, 2018 to review various required components of the Town's Emergency Management Program including a review of the Hazard Identification and Risk Assessment, Emergency Response Plan, Training needs, proposed annual exercise and Public Education. A copy of the minutes of the Committee meeting held on March 22 are attached.

Emergency Response Plan:

There are no changes proposed to the Emergency Response Plan for 2018. A full review and update of the plan will be undertaken during the fourth quarter of 2018 and first quarter of 2019. The revised plan will be brought forward to Council in 2019 for consideration and adoption.

Training:

For 2018 the Office of the Fire Marshall and Emergency Management (OFMEM) set out certain prescribed training requirements. These requirements include completion of a number of Provincial courses for the CEMC. These training requirements are recommended but not mandatory for alternate CEMCs. The CEMC has completed all of the requirements as prescribed.

In 2018, OFMEM prescribed training to ensure Municipal Emergency Control Group (MECG) members have an adequate level of training and knowledge of the following:

- All components of a municipality's Emergency Management Program
- The Emergency Response Plan including roles and responsibilities of the members,
- Procedures used to activate and operate under the Plan
- The notification procedures used to notify the members when the Plan is activated
- Location and telecommunications requirements of their Emergency Operation Centres

Training with Control Group members was held on July 26, 2018.

In addition to the required training the following training was provided for control group members and support staff.

- i) March 19 and 20, 2018 Basic Emergency Management (BEM) Course
- ii) June 21, 2018 Scribe Training
- iii) October 15 and 16 BEM
- iv) October 17 and 18 IMS 200

Annual Emergency Management Exercise

MECG members must participate in an annual exercise, which evaluates the Municipality's Plan and procedures. The following is from the Executive Summary of this year's Exercise After Action Report.

On May 16 and 17, 2018, members of the Municipal Emergency Control Groups, their alternates and support staff for the County of Wellington, and member municipalities of Centre Wellington, Erin, Guelph/Eramosa, Mapleton, Minto, Puslinch and Wellington North participated in Exercise Ice Cold.

Exercise Ice Cold was a functional exercise held in real time that required members to respond to messages/inputs from a variety of communication sources. The exercise was a functional exercise using a variety of communication devices internally and amongst municipalities to provide a virtual EOC operation across the County.

There were three main objectives of the exercise:

- I. to conduct emergency notification drills,
- II. test the variety of communication tools/devices available, and
- III. to test the IMS response system for their EOCs.

There were many observations and recommendations from the exercise but the main ones seem to involve the proper set up and use of the EM1 channel on the radio system, access and proper use of the Common Operating Picture, and the complexity and duplication of information on the IMS forms. Along with these observations, there were recommendations to include proper written procedures and to provide

additional training for staff. Several of the noted observation and recommendations were included in the recent Control Group training. A full copy of the Exercise After Action Report is attached.

Public Education

A number of public education events were held this year.

Staff attended Minto's Safe Kids Day on May 4.

During May 6 through 12, we participated in Emergency Preparedness Week which included information available at the Wellington County Libraries and Municipal Office, and draws for 72-hour emergency preparedness kits.

Winter weather material was available at the Wellington County Libraries and winter driving safety information was provided to Car/Tire businesses throughout Wellington County.

The County Page in the Wellington Advertiser regularly contains emergency public education information including information regarding frozen services, flooding, severe summer weather, water conservation, extreme heat precautions and winter driving.

Critical Infrastructure

During the summer the Common Operating Picture mapping which includes information on the Critical Infrastructure throughout the County is being reviewed and updated.

FINANCIAL CONSIDERATIONS:

None

RECOMMENDATION:

That Council receives the Emergency Manager/CEMC's annual Emergency Management Report for 2018 and accepts the report on the status of the Town's Emergency Management Program for 2018.

Linda Dickson, Emergency Manager/CEMC

EXERCISE ICE COLD

AN EMERGENCY MANAGEMENT EXERCISE

2018

FOR THE

COUNTY OF WELLINGTON AND MEMBER MUNICIPALITIES



Prepared July 18, 2018

EMERGENCY MANAGEMENT DIVISION

Executive Summary:

On May 16 and 17, 2018, members of the Municipal Emergency Control Groups (MECG), their alternates and support staff for the County of Wellington, and member municipalities of Centre Wellington, Erin, Guelph/Eramosa, Mapleton, Minto, Puslinch and Wellington North participated in Exercise Ice Cold.

Exercise Ice Cold was a functional exercise held in real time that required members to respond to messages/inputs from a variety of communication sources. The exercise was a functional exercise using a variety of communication devices internally and amongst municipalities to provide a virtual EOC operation across the County.

There were three main objectives of the exercise

- I. to conduct emergency notification drills,
- II. test the variety of communication tools/devices available, and
- III. to test the IMS response system for their EOCs.

There were many observations and recommendations from the exercise but the main ones seem to involve the proper set up and use of the EM1 channel on the radio system, access and proper use of the Common Operating Picture, and the complexity and duplication of information on the IMS forms. Along with these observations, there were recommendations to include proper written procedures and to provide additional training for staff.

Several of the noted observation and recommendations will be included in the upcoming 2018 mandatory control group training being held during the summer and early fall months.

Contents

E>	recutive Summary:	1
	Background:	3
	Exercise Overview:	
	The Scenario:	3
	Exercise Objectives:	3
	Observations and Recommendations:	
	Emergency Notifications:	4
	Telecommunication Systems:	
	Incident Management System:	5
	Summary:	6

Background:

In accordance with the Emergency Management and Civil Protection Act, R.S.O., 1990, the County of Wellington and Member Municipalities conducted an exercise as required by Regulation 380/04 Section 12 (6) of the Emergency Management and Civil Protection Act.

Exercise Overview:

On May 16-17, 2018, the County of Wellington and Member Municipalities jointly held an Operations based – Functional exercise. Exercise Ice Cold was held over one and half days in real time. Municipal Emergency Control Group members, their alternates and support staff participated in the exercise.

In 2017, a discussion based – workshop exercise was held in June and November for the County and Member Municipal Emergency Control Groups. The purpose of the exercise was to encourage members to apply their specific IMS functions based upon specific training provided. The exercise encouraged members to use specific IMS forms for an EOC and to practice using the forms applicable to their roles.

Exercise Ice Cold built on the exercise and training from 2017 and applied in a virtual EOC situation with all municipalities operating from their own municipalities. The exercise also involved a communication component.

The Scenario:

The scenario was a spring storm event including freezing rain and snow. Severe weather events (winter and summer) are on all municipal Hazard Identification and Risk Assessments as a high community risk with the potential to require a complex municipal emergency response.

The amount of inputs and requirement for regular circulation of briefings was extensive and took more time than staff was prepared for. Stretching over two days was difficult to manage while balancing regular operations yet the functional exercise provided a real time practiced response for many municipal staff who have not had the experience of a major community emergency in recent years.

Using multiple methods of messaging (BBM/Cell/Email) created some confusion when trying to disseminate and track the updates.

Exercise Objectives:

The following objectives were identified for Exercise Ice Cold.

- Control Group Notification procedures and Emergency Operation Centre (EOC)
 Activation Procedures Member Municipalities were encouraged to implement
 their emergency notification procedures as set out in Section 4 of the Emergency
 Response Plan (ERP) and Addendum 1 of the Emergency Operation Centre
 Procedures.
- 2. **Test telecommunications systems and procedures** Teleconferencing, telephones, faxes, radios, emails, and BBM were the forms of communication used and tested during Exercise Ice Cold. Section 8.1 of the ERP identifies the Telecommunications Plan for emergency response.
- 3. Test Incident Management System (IMS) functions Section 7 of the ERP contains policies for the use of the Incident Management System. In addition to the establishment of specific IMS functions, the exercise encouraged the establishment of a planning cycle including the creation of Incident Action Plans and Incident Status Summaries. Exercise Ice Cold was developed and implemented to test the use of specific IMS documentation rather than the overall response to a situation. The following forms were used during the exercise.
 - i. EOC Check-in-list
 - ii. Incident Briefing (IMS 201)
 - iii. Incident Action Plan (IMS 1001)
 - iv. Incident Status Summary (IMS 209-G)

Observations and Recommendations:

The following observations and recommendations were received from the individual municipal debriefs and complied into an overall exercise evaluation synopsis.

Emergency Notifications:

Some municipalities noted changes to their notification call out procedures which will be reviewed and updated.

Notification lists among members was not consistent. Most up-to-date version should be contained in the EOC procedures. This point will be reviewed and discussed during Control Group Training sessions.

Telecommunication Systems:

Some observed that using multiple methods of messaging (BBM/Cell/Email) created some confusion when trying to disseminate and track the updates. Some municipalities have made decisions on which form of communication they will use internally for local emergencies.

1. Radios

- a. Portable Radios are not typically used by Administrative staff and it would be helpful to arrange a training session with Fire Services. It was also suggested that operational instructions be created. The mandatory Control Group Training will include a training component on the use of the County Radios (Portables and Mobiles) using the EM1 channel. Procedures have been developed and are included in the EOC Procedures for each municipality.
- b. It was suggested that more inputs using the radio communications would have been helpful to better understand the functionality of the units.

2. Common Operating Picture:

- a. The Common Operating Picture (COP) yielded an error message when being loaded by some users. County GIS staff found restarting the computer displaying the error resolved the issue.
- b. Many control group members did not have their log-in credentials for the Common Operating Picture (COP). There is a section in the EOC Procedures that contains the log-in information and credentials. This will be re-affirmed during the Control Group Training.
- c. It was recommended that the procedures also identify who is able to edit the COP and how to access the resource during an emergency.

3. Telephone Systems:

a. Some EOC main phone lines were not active when called. EOC Procedures should include information as to the active telephone numbers available and these lines should be tested at least annually. Emergency Management Staff will ensure equipment in the EOCs is tested when updating supplies and documentation or at least annually.

Incident Management System:

1. IMS Forms:

- Fillable PDF forms were created for use during the exercise. However, the forms did not always work properly and several municipalities requested word versions instead.
- b. Some of the information contained in the IMS forms were repetitive. A better understanding of the purpose of each form is requested. More training required on how to complete and formatting is required. Additional training is planned for the mandatory Control Group Training in 2018. Specific training for users of the forms should be scheduled for 2019.
- c. Request for a central electronic location to access forms. The County EM Division is in the process of exploring options for an EOC software solution that could be accessed by all municipalities and could act as repository for this type of information.

d. Some found that the IMS forms were extensive and time consuming to complete. There were noted differences between status reports circulated from County. Would like to have seen more cross-communication between municipalities and the County.

4. IMS Roles/Responsibilities

- Additional dedicated staff is needed to fill roles in the Planning section for Scribes,
 Duty Officers and documentation/completion of IMS Forms. More training for the Planning Section functions is necessary.
- b. For the purposes of IMS some municipalities observed that having all control group members representing operations for the municipality was not feasible or functional. Moving forward, certain Control Group members may serve a specific role to represent the Operations Section in the EOC. They will serve as each others back-up during emergencies so some cross training may be necessary.
- c. Some members observed that during such extensive events it is not possible to continue normal day to day activities. Having a suitable back-up to ensure continuity of municipal services is necessary.
- d. Internally, communication amongst the IMS functions/roles were generally good but there needs to be continued improvement in communications amongst all municipalities and particularly in the development and posting of external communications. A major update to the Emergency Response Plan is being considered for later this year and into 2019. The Telecommunications/Emergency Information Section of the plan needs considerable updating. A working group made up of Emergency Information representation from all municipalities will be formed to review and revise the policies in this section of the Plan.

Summary:

Exercise Ice Cold was a culminating functional exercise, built on the past few years of training and testing to the IMS response set out in the Emergency Response Plan. The exercise as designed and conducted did meet the objectives of the exercise. Many good recommendations were taken from the exercise to improve the response and the tools used to include communication devices, and the forms. Ongoing training is a focus, but the exercise outcomes will assist in targeting specific control group and support staff training in the coming years. It will also form some recommendations to consider as EM staff and municipal emergency management program committees conduct a major review of the Emergency Response Plan beginning at the end of 2018



Minto Emergency Management Committee Minutes

Minto Municipal Office, 5941 Hwy 89 March 22, 2018 09:30 hrs. (9:30am)

Present: George Bridge, Mayor of Minto

Mike McIssac, Roads Foreman

Bill White, CAO/Clerk

Wayne Metzger, Water Foreman

Gordon Duff, Treasurer

Chris Harrow, Minto Fire Chief

Silvia Leanov, WDGPH Donna Manser, WDGPH

Mark Robertson, Wastewater Foreman Callise Loos, Administration Minto Fire

Stephen Dewar, GWPS

Scott Lawson, Inspector Wellington OPP Linda Dickson, Emergency Manager/CEMC Bridgette Francis, EM Programme Coordinator

Alex Post, EM Assistant

Not Present: Drew Maddison, OFMEM Field Officer

Carl Clarke, Westario

Chair called meeting to order at 9:37 am.

1. Minutes for March 2, 2017

Motion to approve the minutes as included in the agenda.

Moved by: George Bridge

Seconded by: Chris Harrow Carried.

2. Business Arising from Minutes

Debris Management

Plan is in progress. Anticipate draft completed at end of 2019.

3. 2018 Work Plans

Work Plan reviewed by the committee.

4. HIRA Review and Approval

HIRA reviewed by the committee.

Amended to include Wells 1 and 3 to Critical Infrastructure Flood Risk.

Motion to approve the HIRA as amended.

Moved by: Mike McIssac

Seconded by: Wayne Metzger

Carried as amended.

5. Emergency Response Plan Review

The committee reviewed the ERP. No changes noted

6. Exercise

June 23, 2017 the committee reviewed Flood Event AAR.

There were issues regarding infections from floodwaters, discussion moved to Public Education topic.

ACTION ITEM: Notification of Boil Water Advisory procedures needs discussion, possible working group.

ACTION ITEM: Laminated maps could be of aid for each section of flooding event to identify priorities of vulnerable populations and restaurants/commercial establishments.

SCADA equipment has been moved and a backup generator connection is being installed.

Application submitted to National Disaster Mitigation Program for flood mitigation measures and mapping.

Flood specific EOC location discussion and Emergency Manager/CEMC to investigate use of Teviotdale OPP station.

Exercise for 2018

May 16-17 virtual exercise in real time involving Ice and snowstorm that escalates over the 2-day period. MECG members should meet in-person morning of May 16th, then use communication methods such as text, email, phone call, radio, as required. It should be noted that members could perform regular duties while acting in roles.

A radio test to be conducted between April 3-6 for the purposes of exercise readiness.

2019 Exercise

It was recommended that a joint exercise with the Harriston CO-OP be considered.

7. Public Education Plan for 2018

May Open House May 29, 7pm, Harriston Community Arena.

ACTION ITEM: For the flood safety infographic it was recommended that, we remove West Nile virus, add electric shock, and consider Amish/Mennonite communities outreach.

8. Training Plan for 2018

Prescribed training requirement of 4-hour minimum for all MECG members has been changed this year. Training consistent of understanding some key competencies including Emergency Response Plan roles and responsibilities, notification and activation of the EOC and EOC procedures. Emergency Manager/CEMC is developing a training plan and more information will follow.

Additional Training Opportunities:

BEM course in March and September

CEMC course in Stratford in November with Drew. No cost other than travel and accommodations. Requires form designating them as a CEMC prior to training. Linda to follow up.

Exercise Design 200 in June 12-13 at Museum. Prerequisite includes online Exercise Design

Training. 12 spots available. Contact Linda or Drew.

EM staff assisting with an IMS 200 course in June at Guelph General.

CANWARN Extreme Weather Identification. June 15 at County Museum. Contact Alex.

Scribe course. Date and location TBD. Contact Linda. **ACTION ITEM:** Send list of those whom have it to Karen.

Crisis Communication. EIOs and Heads of Council. One person per municipality is covered. Contact Linda.

Planning and IMS forms. During office hours, EM staff will be available for those with questions.

9. Information and Correspondence

10. New Business

Spring Thaw Debrief

Committee preferred the Incident Briefing forms used by CEMC to provide situational awareness.

Winter Weather Procedures

The committee reviewed procedures.

NDMP Application

No discussion had.

Wireless Public Alerting Report

The committee reviewed report.

It will be added to procedures (Addendum 15). Report moved to Council

Provincial Emergency Management Review

The committee reviewed report.

Dashboard

The committee reviewed dashboard.

Recommended to consider CISM support during, after an EOC, and for public after large or small incidents.

11. Adjournment

Chair adjourned meeting at 11:50 am.



TOWN OF MINTO

DATE: July 17, 2018

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

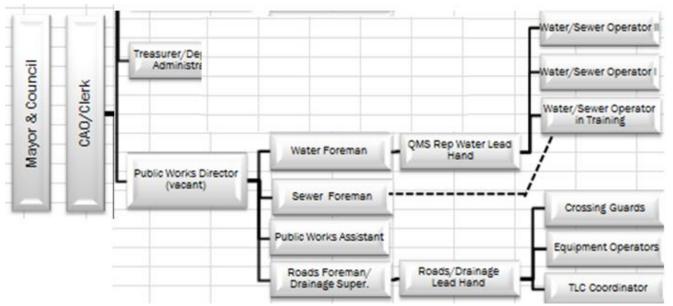
SUBJECT: Public Works Structure

STRATEGIC PLAN:

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

BACKGROUND:

The following is the current Public Works organizational structure:



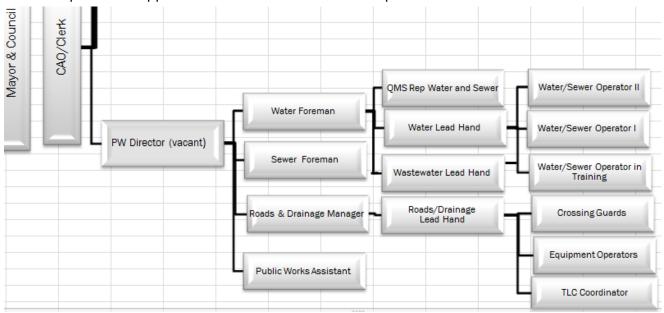
At the December meeting about the 2018 Public Works operating budget the following points were brought forward to Council:

- Reduced budget \$70,000 to recognize departure of the Public Works Director with other amounts removed from water and sewer budgets.
- Public Works will have one or two more retirements in the next three years.
- Succession Plan calls for on-going training in Public Works to prepare staff to assume more responsible positions and take on greater roles.
- Allowing time before replacing the Director provides more opportunity for training.
- A local student assumed Operator in Training for one year pending staffing decisions.
- Report in January 2018 on status of the Director position

In the January budget summary report staff supported keeping the Director position unfilled until the new Council considers the issue. The three Foreman positions have assumed increased responsibilities running the Department including attending more Council

meetings. They have discussed future structure with staff leading up to potential retirement of the C.A.O. Clerk (currently acting Public Works Director) and the Water Foreman in less than two years. The structure responds to changes in water and sewer operations that continue to emerge including shrinking DWQMS auditing timelines, new and increased testing and Quality Management System for wastewater (similar to DWQMS) possibly within the next term of Council.

Staff is suggesting the Department Structure maintain the three main sections of the Department as Water, Wastewater and Roads/Drainage as shown below. The Public Works Assistant provides support to all three sections of the Department.



This structure leaves the Director position vacant pending a decision of the next Council and proposes the following changes:

- Roads & Drainage Foreman becomes Roads and Drainage Manager for one year minimum with added duties related to Senior Management, Public Works Chair and Council.
- QMS Rep Water and Sewer position re-established reporting to the Water Foreman and the Wastewater Foreman responsible for DWQMS and developing/implementing QMS for wastewater.
- Water Lead Hand and Wastewater Lead Hand positions to help direct day to day activities in these areas, and act as alternate ORO to Foreman position.

These changes do not increase the number of staff in the Department. Council consolidated the QMS role with the Lead Hand role after a retirement two years ago. The Lead Hand positions continue to be operators but have authority to direct day to day activities in support of the Foreman. Current operators will be encouraged to work toward the QMS and Lead Hand roles.

In this structure Mike McIsaac joins the Senior Management Team as Manager of Roads & Drainage for one year adding the following work to his position:

- a) Attend Senior Management Team meetings on behalf of Public Works
- b) Work closely and communicate with the Water Foreman and Wastewater Foreman regarding issues brought forward at Senior Management meetings.
- c) Ensure the Water Foreman and Wastewater Foreman can attend and contribute to Senior Management meetings in his absence.
- d) Communicate and advise the Chair of Public Works regarding policy and other matters related to the Public Works Department in consultation with the Foreman.
- e) Work with the Water Foreman and Wastewater Foreman to provide comprehensive advice and recommendations to Committee and Council.
- f) Ensure the Water Foreman and Wastewater Foreman attends and presents reports to Council.
- g) Assumes responsibilities for DWQMS reporting if required due to retirement.

COMMENTS

Since March 2017 some new Public Works initiatives have resulted in considerable savings and service improvements including the following:

- 1. Re-directed the inflow and infiltration program in 2017 identifying new suppliers for sanitary manhole sealing (saving \$100,000)
- 2. Re-evaluated Clifford ultra-rib pipe policy by independent camera analysis allowing \$156,000 budgeted for sewer relining to new SCADA system (saving +-\$80,000)
- 3. Implemented new winter control program to increase rural service in afternoons, change downtown snow removal and more efficiently deploy existing equipment (2018 winter control within budget)
- 4. Replace single axel plow truck, double axel plow truck and dump truck to single all-purpose maintenance vehicle (saving \$500,000 future replacement costs)
- 5. Increase Department accountability through enhanced reports to Public Works/Council related to municipal drains, cemeteries, sidewalk and paving tenders, and annual review.

Under the Town's Succession Plan advanced leadership training has been completed by several staff. Others assisted with internal audit procedures as a means to increase job accountability. Overall, Public Works has functioned well without filling the Director's position. The new structure and added responsibility makes sense from a succession planning perspective as staff can take on new roles to enhance their professional growth and increase their qualifications. The next Council can make a final decision on the Public Works Department structure including adding back in the Director position.

FINANCIAL CONSIDERATIONS:

Adding senior management responsibilities to the Roads and Drainage Foreman would add a nominal cost in 2018. Internal re-assignments to the new QMS Water and Sewer position and the Wastewater Lead Hand will have limited impact on the 2018 budget. In total Public

Works promotions and re-assignments under the proposed structure may cost in the range of \$20,000 to \$24,000 in the future, but this will be offset as retirements begin.

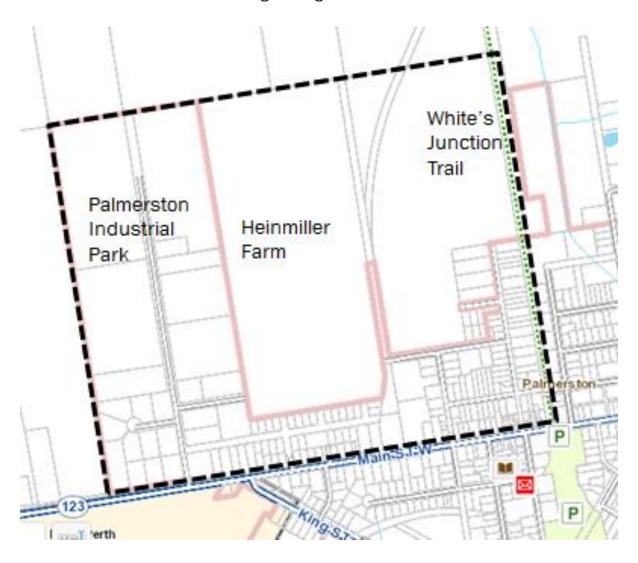
RECOMMENDATION:

That Council receives the July 17, 2018 report from the C.A.O. Clerk entitled Public Works Restructuring, that Council appoint for one year Mike McIsaac as Acting Manager of Roads and Drainage adding responsibilities as outlined in the report, approves the Public Works structure as presented and that it be forwarded for consideration by the next Council.

Bill White C.A.O. Clerk

Draft
West Palmerston Secondary Plan
Tuesday January 16, 2018

Prepared by
Town of Minto Staff
Triton Engineering Services Limited





TOWN OF MINTO

DATE: May 1, 2018

REPORT TO: Mayor and Council

FROM: Bill White C.A.O. Clerk

SUBJECT: First Draft West Palmerston Secondary Plan

STRATEGIC PLAN:

4.0 Pursue initiatives that improve the Town's economy, increase employment opportunities, enhance the skilled workforce, increase competitiveness, attract investment and maintain affordability for local residents and business.

9.0 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.

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

BACKGROUND:

Secondary Plan Purpose

A secondary plan establishes "local development policies to guide growth in defined areas of a municipality where major physical changes are expected and desired" A Secondary Plan:

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

Secondary planning processes differ from the Class EA process which is a legislated tool in place to evaluate the potential impacts of constructing new municipal road extensions to service lands planned for future development primarily on public lands. Secondary planning and the draft plan of subdivision process when applied to private lands typically replace the need for a Class EA. The Town is preparing secondary plans for key parts of Minto to guide growth and provide input into future land use policies within the County Official Plan.

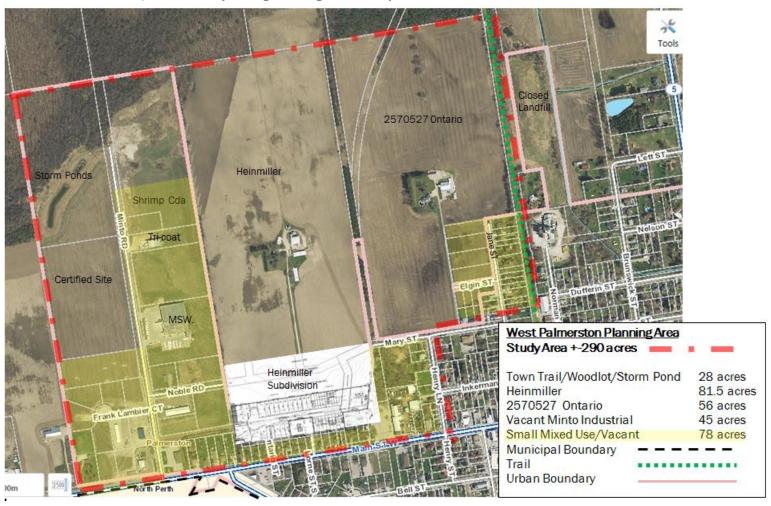
The West Palmerston Secondary Plan includes analysis to support expanding Palmerston's urban boundary, and provides a rational development approach to make effective use of lands and municipal services when an urban boundary adjustment is secured. As of July 1, 2017 the Province changed its policies for urban boundary expansions which will now

require comprehensive analysis at the County level during their five year official plan review. The County completed its last five year review in 2014, and is due to formally review its official plan in 2019-2020. This secondary plan addresses some of the matters the County will need to consider in order to assist with this process when it begins in 2019.

Description of Area

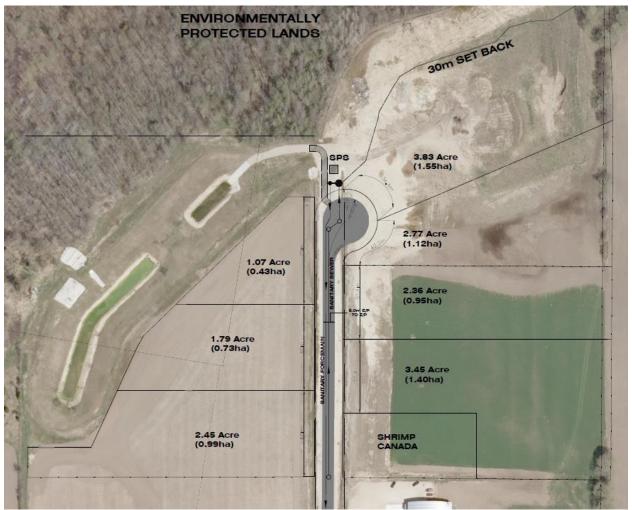
The West Palmerston Secondary Planning area is located in the southern part of the Town of Minto consisting of about 290 acres of land in west end of the former Town. The planning area is most of Lots 22, 23 and 24 of Concession I. It is bounded on the north by the south limit of Concession II, the west by the Palmerston Industrial Park, the east by White's Junction Trail and the south by Main Street Est (CR 123).

The map below shows the location of the lands relative to Main Street and a small section of the municipal boundary along Wellington County Road 123.



The Heinmiller and 2570527 Ontario farms are about 137.5 acres in area. About 78 acres of the planning area is smaller mixed use/vacant lots or corridor and developed smaller commercial, industrial and residential uses. Businesses in the area include MSW Plastics, Tri-coat, Esso, Pizza Pizza, Tim Hortons etc.

The +- 75 acre Palmerston Industrial Park at the west edge of the planning area was created by the Town shortly after the 1999 amalgamation to generate economic activity from the sale of municipal owned parcels. About 40 acres of the Industrial Park is developed or approved for future employment lands, while 35 acres remain vacant including the Town's 14 acre certified site. The Town owns roughly 16 more acres of storm ponds and woodlots at the end of Minto Road. This preliminary layout shows about 18 acres of land at the north end of Minto Road in the Industrial Park.



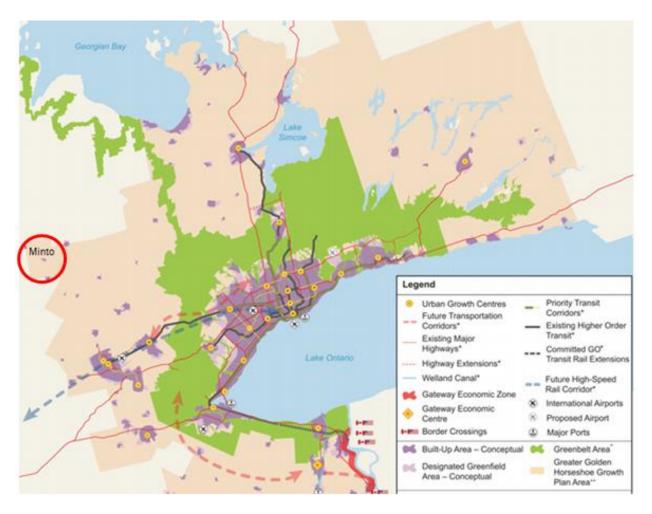
Wellington County Road 123 along the south end of the planning area is a boundary road shared with Perth County linking to Provincial Highway 23 one concession to the west. CR 123 becomes Main Street in Palmerston west of King Street. Minto Road, Frank Lambier Court and Noble Family Road are the main roadways in the Palmerston Industrial Park. Jane Street, Elgin Street, Mary Street and Clark Street are roads that terminate or intersect the planning area.

Provincial Policy

Minto is located at the most northwesterly edge of the "outer ring" of the Greater Golden Horseshoe Plan Area outlined in the Growth Plan approved by the Province in May 2017.

Land use policies in the Growth Plan for the Greater Golden Horseshoe were approved by Order in Council and came into effect July 1, 2017. The Growth Plan "builds upon the policy foundation" of Provincial Policy, but takes "precedence over" it by providing more specific direction on future land use for the Greater Golden Horseshoe.

The land use plan designates Clifford, Harriston and Palmerston as "Built-up Areas Conceptual" which is the same as the City of Toronto, Guelph, Waterloo and other large urban centres. Although nearly invisible on the map both Clifford and Harriston appear to have sections designated as "Greenfield Areas – Conceptual" but no such area is identified in concert with Palmerston. Land uses are shown in the map below. Perth County is excluded from the Growth Plan so that in Palmerston all land north of County Road 123 is subject to the detailed planning policy, while lands south of the County Road are not.



Specific policies in the Growth Plan require the following:

- Upper and lower tier municipalities to establish a "hierarchy of settlement areas"
- Establish infrastructure plans based on full "life cycle costs" including options to pay the costs over time
- Optimize infrastructure along "transit and transportation corridors" and create "complete communities" using a "compact built form"

- Protect the environment and agricultural lands
- Apply a "municipal comprehensive review" which means a new official plan or amendment apply Growth Plan Policies

Essentially the Province through the Growth Plan dictates development follow a much more regimented process coordinated between the County and Local municipalities to ensure a diversity of land use is provided and key natural and agricultural areas are protected. This policy work is in a context of climate change and other Provincial directives. Within the "Outer Ring" of the Greater Golden Horseshoe, designated greenfield areas (newly developing settlement areas) shall develop at no less than 80 "residents and jobs combined" per hectare.

The Minster established a "methodology for assessing land needs to implement" the growth plan. This methodology was out for public consideration through February 28, 2018. Town of Minto Council commented on the methodology which dictates how the County, Minto and other municipalities plan for growth. The County advised Minto it will include the relevant "hierarchy of settlement areas" and establish parameters for future growth and boundary expansions during its five year official plan review in 2019-20. The Growth Plan requires local tiers like Minto to have specific growth policies within one year of the County approval.

Much of the lands subject of the West Palmerston Secondary Plan is outside the current urban boundary identified in the County Official Plan. Expansion of the urban boundary can only occur according to the policies in the Growth Plan. The Town is preparing the secondary plan to promote efficient use of infrastructure such as lift stations/"in-line" sewage systems required on Minto Road and at Brunswick and Nelson. These systems are needed to accommodate growth on existing parcels and can accommodate growth outside the current urban boundary. The secondary plan will help the Town prioritize these major infrastructure investments.

The secondary plan promotes development of a complete community (mix of land use, parks, trails etc.) in a compact form consistent with the policies of the Growth Plan. The secondary plan confirms the amount of land needed in Palmerston to meet County growth targets, and where future development should be directed in the next 25 years.

Demographics

Minto's population in 2016 recorded by Stats Canada is 8,671 people up 4% from 2011. There were 3,370 private dwellings in Minto in 2016 increased 3.9% since 2011. County growth information in 2016 shows a total of 4,270 households in Minto, and 2,875 people in Palmerston in 2016 or about 33% of the total Minto population.

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

The 2016 County growth forecast summary chart provides projects to be used to prepare for major changes to the Growth Plan. The growth forecast includes population and household projections from 2016 through 2036 to 2041. In this period the County population is projected to increase nearly 45,000 people living within 15,780 new households over 25 years. 62% of people will live in urban areas up from 51% in 2016.

Minto is expected to grow by 3,745 people living within 1,330 new homes, or a rate of 53 units per year. The County allocated 635 new units to Palmerston in the 2016 projection. This would result in Palmerston's population increasing 1,785 persons over 25 years or 2.17% growth per year.

Available Lands

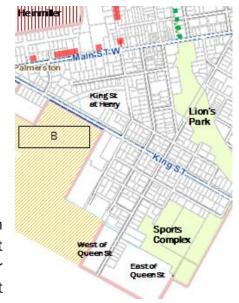
Outside the planning area, the Creekbank Meadows Subdivision on Main Street in Palmerston when completed will have 44 single family, 18 semi detached units, and 29 townhouses/apartments for a total of 91 units on roughly 19 acres. The Clair Ridge Estates Subdivision off Prospect Street is 28 lots on about 8.1 acres.

Within the urban boundary three sites totalling 8.29 ha (20.5 acres) not yet developed are:

King St. at Henry south of Bell
 West of Queen Street South
 East of Queen Street South
 +-1.62 ha
 +-4 acres
 +-4 acres
 +-5.06 ha
 +-12.5 acres

Applying 12.67 units per hectare (5 units per acre) density on these properties could result in about 105 units on these un-serviced parcels within the urban boundary.

Inside the planning area the first phase of the Heinmiller Subdivision consists of a total of 38 units on 7.48 acres or 3.0 hectres has draft plan approval. The related net density of the project is 5.0 units per acre or 12.67 units per hectare. The second phase of that subdivision estimated to at about 40 units is not draft approved.



Between the three draft plan of subdivisions approved and the larger vacant parcels identified, an estimated 262 units are possible inside the urban boundary not including other minor infilling. This is about 40% of total residential unit allocated to Palmerston in

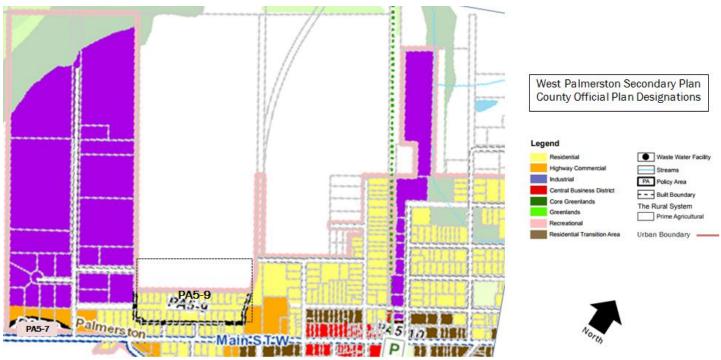
County growth projections. This means the urban area of Palmerston must be expanded to accommodate growth allocated by the County.

The Town's 75 acre industrial park is about 50% utilized. The remaining 35 acres includes the 14 acre municipal certified site which if sold would result in over 72% of municipal industrial land being occupied. The 20 plus acres of small lots could be absorbed within five years based on recent land sales. Since Palmerston may not have any industrial lands within five years, the urban boundary expansion could accommodate some commercial/industrial development.

Official Plan and Zoning

The County Official Plan consists of text and land use schedules to describe the "long term vision for Wellington County's communities and resources". Policies in the Plan outline how rural and urban portions of the County are to develop. Palmerston is identified as an Urban Centre which is to be the "primary focus for housing, commerce, services, job creation, recreation, and community facilities". The Plan reinforces the role of urban centres in the County while maintaining "livability" recognizing "a small town lifestyle" distinct from larger urban centres. The Plan contains goals, objectives and policies to maintain livability and the small town lifestyle while encouraging growth and commerce.

The following map shows the land use designations in and around the West Palmerston Planning Area.



Of the approximate 290 acres within the West Palmerston Secondary Planning Area, less than half is within the current urban boundary. Lands inside the urban boundary include the Palmerston Industrial Park designated Industrial and Highway Commercial (including Special

Policy Area 5-7), and the Heinmiller Subdivision classed as Residential and Future Development (under Policy Area 5-9). Other lands on the edge of the planning area are primarily residential, highway commercial, and industrial (former landfill). One section of White's Junction Trail is identified in the Official Plan.

Lands outside the urban boundary within the Planning Area are designated Prime Agricultural and Core Greenlands. The Core Greenlands designation identifies natural heritage features consisting of fish, wildlife and plant habitat, streams, valley lands, woodlots and other sensitive areas. Development is not permitted in this designation. As the Core Greeland area is not Provincially significant wetland, the required setback for any development is 30 metres.

The Prime Agricultural designation identifies lands with Class 1, 2 and 3 soils. Agriculture is permitted in the designation along with uses that support farming so long as normal farm practices are protected and promoted. Land use activities which do not support agriculture are discouraged. New lot creation in Prime Agricultural Areas is not allowed except for farm operations and lot line adjustments.

Policy Area 5-9 applies to the Heinmiller Subdivision subject of a County official plan amendment and comprehensive review appealed to the Ontario Municiapl Board by the Province. Minutes of settlement signed in 2015 for phase one of the draft plan allow 38 units on 3.0 hectres (7.48 acres), which is a density of 5.0 units per acre (12.67 units per hectare). The second phase for about 40 more units is delayed due to issues related to need and sewage capacity. After approval of the Growth Plan in 2017, Provincial officials argued transition rules prevent the second phase from going ahead except during a County five year review to update the official plan in 2019-20.

This map shows zoning of land in and around the planning area. Farmland is zoned A-1 allowing agricultural uses. The Industrial Park, storm ponds and adjacent woodlot is zoned M1-30, M1-35, M1-42 and Natural Environment. The holding zone (H) is removed when municipal services are available. Lands at Minto Road and County Road 123 are zoned Highway Commercial. Different zones apply to lands on Main Street and to the southeast.



This secondary plan outlines policies to extend the urban boundary of Palmerston with a rational development approach to make efficient use of existing and planned infrastructure improvements. The secondary plan demonstrates need and preparedness so that Palmerston is a priority for development when the hierarchy of settlement areas is developed during the County wide comprehensive review required by the 2017 Growth Plan.

Water and Sewer System Capacity

The Palmerston Water System (Water Distribution and Supply Subsystem Class II) services approximately 2,600 permanent residents and 1280 customers from four drilled bedrock wells, two well houses, an elevated 2500 m³ steel storage tank and a distribution network of 100 mm to 250 mm diameter mains. About 102 fire hydrants are available for fire protection.

The following demonstrates water use in Palmerston since 2010:

	M3 used by System each Year						
	2010	2011	2012	2013	2014	2015	2016
Clifford	122,525	146,880	168,662	92,619	93,995	82,547	95,217
Harriston	374,359	357,877	372,237	359,357	360,719	338,778	283,877
Palmerston	331,769	330,818	346,739	316,635	308,637	307,909	301,400
Minto Pines	8,393	7,144	9,560	7,250	6,877	7,040	6,593

Average annual water consumption has been 320,558 cubic metres since 2010. Water consumption began dropping in 2013-14 when water meters were first installed. In 2015 B.M. Ross calculated water reserve capacity of 1532 households, Analysis confirms the Palmerston Water System has adequate capacity to accommodate the 635 units projected by the County through 2041 and associated industrial and commercial development.

The Palmerston Wastewater Treatment Facility design capacity is 2,010 cubic metres per day and peak flow of 7,110 cubic metres per day. The Average daily flow for calendar years 2010 through 2016 was about 1,316 cubic metres per day, with a resultant reserve capacity is of approximately 694 cubic metres per day. In 2016, the system served approximately 2,574 people or 1,186 households.

The highest annual average daily flow in those five years was 1,623 cubic metres in 2013 and the lowest in 2012 at 1,141 cubic metres per day. The annual average daily flow in 2015 and 2016 was 1,155 and 1,219 cubic metres per day respectively. Despite considerable industrial and residential growth in Palmerston sewage flows are less than in 2013 due to improvements on inflow and infiltration plus water meter implementation.

Reserve capacity calculations for the Palmerston sewer system indicates reserve capacity in the sewage system of 694 cubic metres per day which represents about 625 households.

This is equivalent to about 1,357 persons based on a household size of 2.17 persons per unit. With consideration of the existing unconnected approved developments, including the Creek Bank Meadows Subdivision (91 units), Clair Ridge Estates Subdivision (28 units), the first phase of the Heinmiller Subdivision (38 units) and vacant serviced and/or infill lots (14 units), the uncommitted hydraulic reserve capacity for the Palmerston Wastewater Plan is approximately 454 households. It should be noted that the estimated uncommitted hydraulic reserve capacity is reported in household units; however, future industrial/commercial developments shall also be considered in equivalent household units as these users will reduce available sewage capacity and decrease room for residential development, of which 262 units is planned.

Considering the County's allocation of 635 new units in Palmerston by 2041, approximately 464 new households in addition to those already approved and are required to meet the County's growth projection. Based on these estimations, the capacity at the Palmerston Wastewater Plant may be reached during the 25 year planning horizon unless upgrades continue. Development of the 20.5 acres of undeveloped land (105 units) within the urban boundary and the second phase of the Heinmiller Subdivision (40 units) would achieve approximately half of the growth projected by the County, and the reserve capacity will be further reduced to approximately 309 households; less than required to satisfy the allocated residential growth and assumes no new commercial/industrial users within Palmerston.

Available Water, Sanitary Sewer and Storm Sewer Sewer

There are four main characteristics of the waste water system impacting the planning area:

- A 300mm sanitary sewer main on the unopened section of Clarke Street connects Minto Road to a concrete main west of Henry Lane to collect sewage from the west end of Palmerston southerly to the treatment plant across Bell Street.
- 2. The Minto Road sanitary sewer can service the Town's certified site, but a sewage lift station (or "in-line" sewage treatment facility) is needed to service 6 acres of industrial land at the north end. Based on a preliminary invert level for a sewage lift station on Minto Road, Triton Engineering believes most of the Heinmiller lands and part of the 56 acre lands owned by 2570527 Ontario Limited can be serviced by this lift station.
- 3. A 150mm sanitary sewer at the end of Mary Street and new 150 mm sanitary on Jane Street access a 200mm sewer on Henry Lane are available to service some land on the edge of the urban area.
- 4. On the southeasterly edge of the planning area 19 homes in the area of Nelson and Brunswick Street are serviced by private sewage pumps that outlet to White's Road. Municipal sewer (and water) extends outside the urban boundary in this area.

This map shows sanitary sewers near or inside the West Palmerston Planning Area.



The Town unsuccessfully applied for grant funding to install at lift station at Brunswick and Nelson to offload the private pumps, and potentially service larger developable lots in the area. If this lift station is installed it may be available to service lands south and east of the planning area. Triton Engineering is assessing coverage area for this lift station and the viability of an "in-line treatment facility as an alternative to reduce maintenance cost. Regardless of whether a lift station or in-line facility is built, the urban boundary has to be expanded north of Nelson Street to allow these lands to develop on full municipal services.

The first priority to service the West Palmerston Planning Area is installing the Minto Road lift station. This will open up 6 acres of Town owned industrial lands, accommodate existing users (Shrimp Canada and Tri-coat Wood Finishing) and service additional lands within the potential boundary expansion. Installing a lift station (or "in-line" treatment facility) on Brunswick Street at Nelson removes 19 homes from their private sewage pumps could service a small amount of additional land outside the urban boundary.

Once lift stations are installed, developers are responsible for extending trunk services through their lands. Depending on how much development proceeds and lands that can use the lift stations, wastewater treatment plant upgrades are very likely needed within 10 years. It is recommended that a sanitary needs study be completed to evaluate existing and conditions for Palmerston to aid in planning and development. At the same time water needs could be considered to ensure a logical infrastructure plan is in place where roads, sewer and water are replaced in a way that enhances capacity throughout the system.

Water

The following map shows water services in or near the planning area:



There are several 300mm waterlines available on the edge of the planning area available for development. This includes sections of Minto Road, Noble Family Road, Mary Street, Henry Lane and Jane Street. The Heinmiller Subdivision will result in watermain being constructed on Clark Street and other lands within the urban boundary expansion associated with that development. The key issue will be ensuring mains that service the lands are looped to ensure sufficient volume and pressure for fire-fighting purposes.

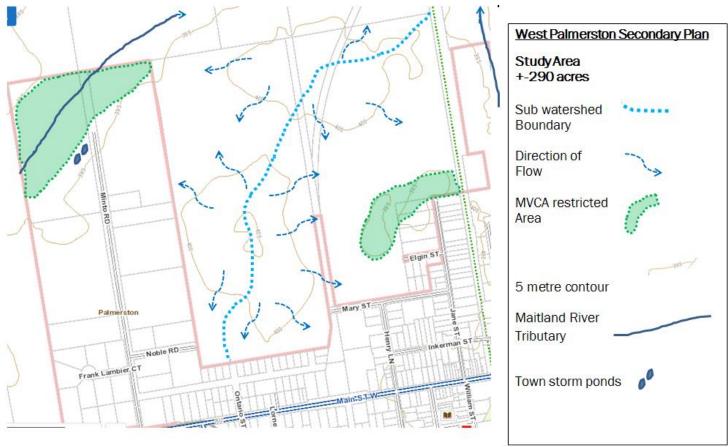
Depending on how and where development proceeds some mains that are in need of replacement should be upgraded to 200mm. When Palmerston Main Street is reconstructed in 2022 or beyond, the condition and size of watermain within the street should be evaluated and up-sized accordingly if needed for future development. This could be assessed in detail when the Town completes a water and sanitary sewer needs study to aid in planning and development.

Stormwater

A Maitland River tributary flows through the northwest corner of th Planning Area at the end of Minto Road. Maitland Valley Conservation Authority regulated areas require specific conditions and/or permits if development is to proceed nearby. The regulated area at the end of Jane Street is not identified in the Town official plan or zoning bylaw but has

impacted the development proposals on Jane Street north of Mary where infill lots are to be created on the edge of the urban boundary.

This map shows regulated areas in green. The western part of the planning area is within a sub-watershed that naturally drains to the north and west to the main tributary of the Maitland that crosses the northern end of the industrial park. The Heinmiller farmhouse currently sits on the highest point of land at the 405 metre contour. At the end of Minto Road the Town installed stormwater management ponds to accommodate surface ditches



and municipal drains that support development in the industrial park. A second subwatershed on the eastern half of the planning area flows naturally away from the farmhouse and former rail line easterly to a smaller Maitland Tributary adjacent to the former landfill site.

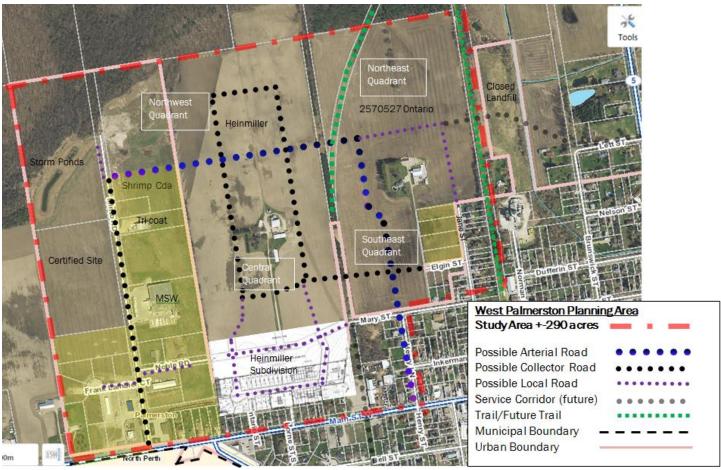
Several municipal drains cross in or near the planning area. Drain 88 which crossed behind lots on Frank Lambier Court and into Minto Road ditches is now abandoned. Drain 22 at the end of Jane Street enters into Drain 3 running west of the closed land fill site. Drain 76 is at the back of the Industrial park which takes drainage from the Town owned retention ponds.

The first phase of the Heinmiller subdivision includes a 0.73 acre stormwater pond at the east end sized to ensure post development flows match pre-development. Subdivisions in Minto often require storm ponds to control stormwater quantity and quality as a condition of

development. Siting a central pond for surface water management for the entire area may be preferred over developing and maintaining many small ponds depending on how the lands development and the type of maintenance required of the Town.

Roadways

A roadway system consists of arterial, collector and local roads. The Preliminary Road System plan below shows a general layout that may apply to the area:



Currently Mary, Elgin, Jane, Henry, Ontario and Lorne Streets all terminate at the farmlands within the Planning Area. This creates an opportunity to naturally extend these roadways to create a reasonable traffic pattern. The above map does not have many of the potential local road patterns possible particularly in the Northeast Quadrant.

Arterial roads carry high volumes of traffic between major destinations. Main Street or County Road 123 is the only arterial road currently in the planning area. Collector Roads accommodate less traffic and are designed for vehicles travelling from local roads and neighbourhoods to arterial roads. Minto Road and Henry Street are examples of collector roads. Local roads like Lorne, Mary, Jane, Inkerman and Elgin support traffic in neighbourhoods to and from homes and businesses.

The arterial/major collector road system would consist of Minto Road in the industrial park, an extension of Henry Street north into the planning area, and a new east/west arterial road joining the Henry Street extension to Minto Road north of Shrimp Canada. This road system and the former rail line (service corridor) divides the area into four quadrants as shown on the map (northwest, northeast, central and southeast).

The northwest quadrant might include a collector/local road system to provide access to future employment lands. The northeast quadrant, and the southeast quadrant, could both contain collector/local roads to service future residential. The central quadrant may allow for potentially mixed use development and/or buffering between uses in the Palmerston Industrial Park and future residential on the Heinmiller lands.

The road system plan is not currently proposed to connect via an arterial road to White's Road to the east. This would be a desirable truck route to leave the industrial park and travelling northeast, but the alignment would cross White's Junction Trail, the former landfill site, an existing watercourse before joining Lett Street to access White's Road. The Town would need to assess such a connection given potential cost and impact of these "obstacles", particularly if this link does not open up much new land for development.

Alternative Development Areas for Palmerston

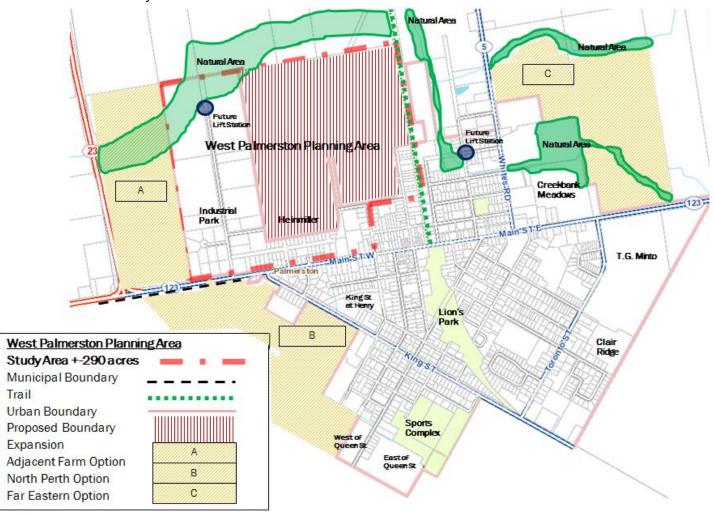
Three main areas around Palmerston assessed for possible boundary expansion are shown on the map on the following page. The Adjacent Farm, North Perth and Far Eastern have some opportunity to help meet County Growth targets.

A. Adjacent Farm Option

During initial investigation into potential urban expansion areas 82 acres of land west of the industrial park was considered for the West Palmerston Planning Area. Part of the land could be serviced by the proposed lift station at the end of Minto Road. The lands are split by the Maitland Tributary and woodlot at the northwest corner of the planning area, but do enjoy highway frontage. At this time it has been excluded for the following reasons:

- 1. While a logical extension of the industrial park, the amount of additional employment lands required in Minto and the County has not been quantified such that a future industrial designation may not be justified at this time.
- 2. Less than 100 acres of additional land is required to meet 2041 County growth targets at a density of 5 units per acre. The County comprehensive review may dictate higher density throughout the planning area which would decrease the amount of residential land required at this time.
- Traffic characteristics and parcel size might suggest larger lot commercial development which, unless the market supported regional type stores and service, would draw away from the Palmerston downtown.
- 4. Highway access and/or internal road/servicing is less efficient further from the current built up area.

The Town should ensure potential road and servicing linkages are maintained through to the adjacent farm to allow for expansion depending on employment and commercial land needs in the next 25 years.



B. North Perth Option

Including lands currently in Perth County along King Street within Palmerston's urban area has some merit given proximity to the Town's Wastewater Plant. The biggest constraint to extending the urban boundary in this area is the need for an amalgamation between North Perth and Minto as well as Perth and Wellington County. While the Growth Plan of 2017 currently does not apply to North Perth, the amalgamation would most certainly see the Province require consistent planning rules apply.

Adjusting the irregular municipal boundary between North Perth and Minto near the King Hotel and other lands would clear up some minor jurisdictional issues. However, the West Palmerston Planning Area creates a contiguous development pattern. Given two lift stations (or an inline treatment facility) are already needed to service the current urban area of Palmerston, designing these new facilities to service lands in the Planning Area makes expanding into North Perth through amalgamation a lower priority.

C. Far Eastern Option

This farm is split by a drainage course but approximately 25 acres north of Royal Terrace may be serviceable along White's Road. The owner of these lands is conducting preliminary engineering work to determine how much of the property could connect to existing services. The parcel could be included in the comprehensive review when initiated by the County, but it is not large enough to meet the growth targets on its own.

If existing infrastructure does not require significant upgrade the lands could be added to the urban area and provide much needed flexibility to accommodate future development. Having parcels in different ownership helps keep housing prices reasonable by maintaining some choice in the market.

West Palmerston Secondary Plan Issues, Constraints, Opportunities
The following illustrates overall constraints that may impact on development.



One concern is justification studies required to designate development lands within 500 metres of the former landfill site to the east of the planning area. County documentation suggests the site was a landfill for brush, construction and demolition debris beginning in 1983 and ending before 2001 when the County assumed ownership. The landfill was not known to have accepted household waste. In 2002 the County commissioned work to gather the waste into a mound and apply an impermeable soil layer to create a "cap" to shed storm water, and direct it to ditches away from the waste. Surface water quality was monitored from 2001 to 2004 then stopped likely due to the lack of concerning results.

The Ministry of Environment uses a 500 meter setback from the landfill (see map previous page) within which a Guideline D-4 study/Environmental Considerations Report prepared by a qualified engineering consultant is needed to justify land use changes. The secondary plan policies could require the technical justification report as a condition of development. Given how close existing homes are to the landfill, its historic purpose, and completed remedial work and monitoring, the report could also be prepared during the County five year review in 2019-20.

Source Water Protection mapping shows relatively low vulnerability index at 2, 4 and 6. The only constraint identified is DNAPL which have the longest travel rates that could impact a protected wellhead. Residential, parkland and similar uses on full municipal services would typically be permitted within the lowest vulnerability indexes.

Industrial lands should be designed, buffered and separated from more sensitive uses such as residential so there are no adverse impacts such as noise and odour. Policies for the planning area should require buffering, screening and separation between the industrial park and future residential subdivisions. In the case of the Heinmiller Subdivision a 30 metre setback was imposed with berms and trees planted to improve land use compatibility. Transitional uses such as commercial or parkland can enhance visual and physical separation between industrial and residential uses. A linear greenspace east of the industrial park could serve as a buffer, trail link and surface water management area.

Natural hazards in the Official Plan in the northeast corner of the industrial park do not impact development within the planning area. The low lying regulated area at the end of Jane Street requires a permit from Maitland Valley as a condition of development. For the new homes on Jane Street significant fill was required. Placing the lands in an NE zone to accommodate future stormwater management and parkland may be in order given the low contour level (395m) associated with this part of the planning area.

Issues related to future development of lands within the West Palmerston Planning Area are summarized below:

- 1. There is not currently sufficient land inside Palmerston's urban boundary to support growth allocated by the County of 635 new households through to 2041.
- 2. Improvements to inflow and infiltration completed by the Town have reduced flows to the Palmerston Wastewater Treatment Plant. Based on sewage flows for calendar years 2010 through 2016 and the connected population and households, there is an estimated reserve capacity of 625 units in the Palmerston Wastewater Treatment Plant, of which, 171 units are approved but are unconnected; therefore, 454 units represent the uncommitted sewage hydraulic reserve capacity. Depending on the pace of growth and the length of time needed to secure the boundary expansion, The Town should begin planning for plant upgrades within five years, and begin work within 10 years to ensure reserve capacity through 204.
- 3. The Palmerston Water Treatment Plant has capacity to service over 635 households including future commercial and industrial uses. Water should always be used

- resourcefully, and water mains must be designed by developers with proper "looping" to maintain pressure and volume.
- 4. When roads are reconstructed within the current urban area in the future water main upgrades should be considered. This could Main Street upgrading 150mm water mains to 200mm when it is re-built and a section of water main on White's Road near Royal Terrace which should also be upgraded.
- 5. The lift station being designed for the end of Minto Road for future industrial development can be placed at a depth that can accommodate development within the West Palmerston Planning Area.
- 6. A second lift station or inline sewage system at Brunswick and Nelson to remove 19 existing homes from individual private sewage pumps can be designed to accommodate about 10 acres of lands outside the urban boundary near Lett Street and Nelson Street. This required capital work would be more cost effective if a boundary adjustment were allowed so the design could accommodate these additional lands.
- 7. To justify land use changes within 500 metres of the closed County Landfill a technical report is needed that meets Ministry of Environment standards. Since the landfill was not known to have accepted household waste, the County completed remedial work in the early 2000's and three years of water testing showed no adverse impacts, it is likely development can be justified in areas of Palmerston near the former landfill. The technical report can be required as a condition of development or commissioned during the County five year official plan review.
- 8. Maitland River tributaries north of the end of Jane Street have not been designated in the official plan or zoning bylaw which appears to be the most low lying section of the planning area. Detailed hazard plain mapping would establish the extent of the hazard which may justify some form of stormwater management area and park.
- 9. Existing Town owned stormwater ponds at the end of Minto Road can accommodate development within the Palmerston Industrial Park. To control stormwater quantity and quality in the planning area stormwater management will be required. Locating storm ponds in concert with the significant woodlots and natural areas and linking with parks and trails is possible in the planning area.
- 10. The road system plan identifies an east/west arterial roadway from Minto Road joining to an extension of Henry Lane as the main means of moving heavier traffic volumes through the planning area.
- 11. Linking the Planning Area's internal road system to White's Road (CR 5) is possible but restricted by the former landfill site, drainage courses and alignment issues with existing homes. Since such a link opens very little land for future development and bypasses the downtown the cost benefit of the connection should be evaluated in the future.
- 12. Elgin and Mary Streets on the edge of the urban boundary should be extended by developers with collector/local roads to service residential development that can access existing sewer and water capacities within the adjacent urban area.
- 13. Occupancy in the Palmerston Industrial Park is 50% with about 35 acres left. This includes the 14 acre certified site which has had considerable interest and if sold would

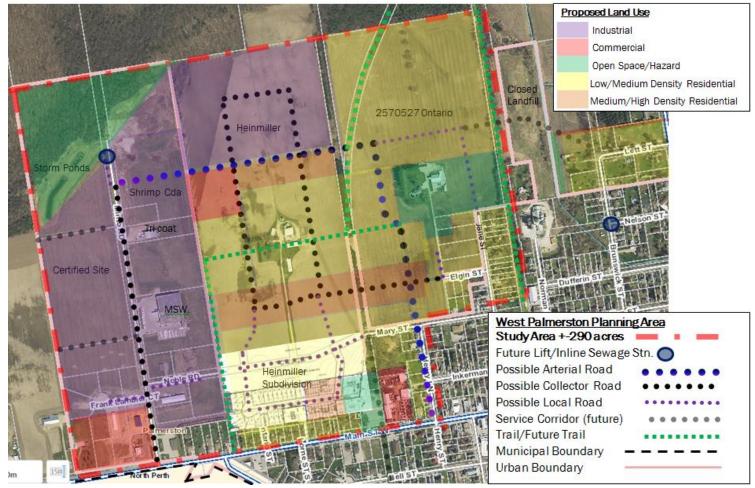
- result in 74% occupancy. It is recommended the planning area include up to 30 more acres of employment lands.
- 14. At a density of 12.67 units per hectare (5 units per acre), the 635 units needed through to 2041 requires about 125 acres of designated residential land in Palmerston. To maintain a health supply of serviced residential land the boundary expansion into the West Palmerston Planning Area should include at least 100 acres of residential land.
- 15. Development of the Planning Area will result in the loss of 130 acres of prime agricultural land. The proximity of these farms to existing and proposed development and impacts from natural hazards identified by the Conservation Authority already impacts farm viability beginning when lands on the front of these farms were included in the urban boundary many years ago. Extending the urban boundary to the back of the concession is reasonable given identified growth need.
- 16. Other lands on the boundary of Palmerston have some potential to support some boundary expansion, but are restricted due to municipal boundary issues, employment land need, and serviceability. If more employment lands are needed in the future links to the farmland to the west should be maintained for long term expansion. A more appropriate boundary with North Perth is in order although jurisdictional and political issues would be difficult to overcome unless a landowner or developer was willing to pursue a municipal boundary change through the Province and four Councils.
- 17. Adding land near Lett Street and north of Royal Terrance that is serviceable would not add enough growth potential to Palmerston, but would increase choice to help ensure competitiveness in supplying land for future development parcels.

Preliminary Secondary Plan West Palmerston Planning Area

Considering current land use, projected need outlined in County growth forecasts, Official Plan policies available infrastructure, and the opportunity created by the eventual construction of list stations on Minto Road and Brunswick/Nelson, it is clear that extending the urban boundary into the West Palmerston Planning Area is warranted. This will create a more contiguous north boundary for Palmerston which eliminates the "leap frogging" created when the industrial park was first serviced.

Natural hazards (low lying or floodplain areas) and "human-made" hazards (industrial uses, closed landfill) present in the area can be overcome with appropriate technical studies, land use adjustments and mitigation measures. Situating parks and stormwater management features in concert with low lying or floodplain areas has merit as does including trails and linear parks as buffers between industrial and more sensitive uses. The secondary plan will ensure no adverse effects are created as a result of the hazards identified.

The secondary plan must provide a general form of development that makes efficient use of current and future municipal services, provides a mixture of land use, and directs investment in development suited to the market. The Proposed Land Use Plan below



provides a development patter consistent with the character of Palmerston, protects natural hazards promoting compact development form, efficient use and expansion of infrastructure, and a mix of land uses including parks and trail links.

RECOMMEDATION:

That Council receives First Draft West Palmerston Secondary Plan and directs that the document be circulated for agency comment and a public open house meeting be scheduled in September to obtain feedback.

Bill White MCIP RPP C.A.O. Clerk



TOWN OF MINTO

DATE: July 19, 2018
REPORT TO: Mayor and Council

FROM: Mike McIsaac Roads and Drainage Manager

SUBJECT: Amendments to the Parking By-law

STRATEGIC PLAN:

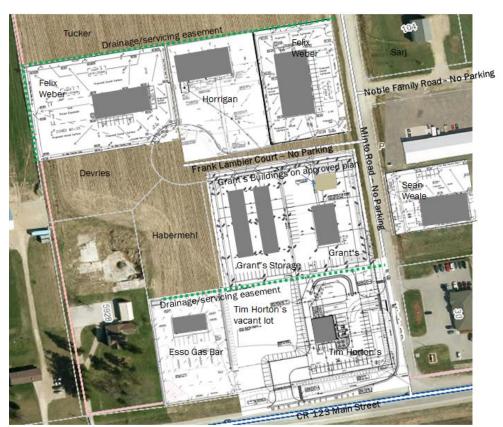
Maintain and enhance infrastructure to protect public health and safety, prevent property damage, maintain a high quality of life, and effectively manage financial resources to ensure Minto is an attractive and viable community for family living and business investment.

BACKGROUND:

The current parking by-law was passed in 2005 with the schedules amended most recently in 2016. This report considers two potential amendments:

- 1. No Parking Restrictions Frank Lambier Court
- 2. No Parking Restrictions on Noble Family Rd

Frank Lambier Court is the cul-de-sac in the Palmerston Industrial Park which is currently 80% developed. Property owners and their industrial tenants are currently experiencing



transport trucks parking on the road which is obstructing access to their business. While this has occurred since Tim Horton's opened, it has recently become a larger issue as

tenants began opening for business on Frank Lambier Court. With the road set to be paved in 2018 it would be appropriate to consider designating Frank Lambier Court "no parking".

Noble Family Road is another cul-de-sac in the industrial park which is being developed this season. When it is done it will likely have similar problems if it is properly designated.



COMMENTS:

Prohibiting parking on these two industrial streets in Palmerston allows more room for twoway traffic, enhances public safety and helps ensure sufficient space for emergency vehicles to respond. Enforcing the bylaw will be a challenge as is the case in the vicinity of many similar restaurants where there through truck traffic is common.

FINANCIAL CONSIDERATIONS:

The cost involved in amending this by-law will be the cost of installing no parking signs, and some additional enforcement by current staff and the OPP as needed.

RECOMMENDATION:

That Council receives the Roads and Drainage Manager's July 19, 2018 report regarding the amended Parking By-law, and consider a by-law in open session to implement no parking on Frank Lambier Court and Noble Family Road

Mike McIsaac, Roads & Drainage Manager



TOWN OF MINTO

DATE: July 24, 2018
REPORT TO: Mayor and Council

FROM: Mike McIsaac, Road Foreman

SUBJECT: Minimum Maintenance Standards Sidewalk Update

STRATEGIC PLAN

11.3 Develop a transportation plan that includes a roads and bridges inventory and capital replacement program keeping in mind sustainable funding sources, impact on tax rate, and minimum construction and maintenance standards. Adopt and maintain fair and transparent procurement policies and by-laws to ensure the Town receives competitive pricing on tenders and proposals, and that business has equal opportunity to submit bids.

11.6 Maintain cost effective and appropriate partnerships with the Province, County and nearby municipalities to provide for efficient ongoing maintenance of infrastructure including but not limited to sharing staff resources, using similar technology, establishing joint standards and other areas of mutual benefit.

BACKGROUND

At the May 22, 2018 meeting, Council awarded the sidewalk replacement tender to Reeve's Construction to complete 832.5 square metres of work at an estimated cost of just under \$75,000 plus HST. 2018 budget for sidewalks is \$126,000 split nearly 50% between operating and capital dollars. Projects identified at that time included the following:

A Albert St Victoria St to King St, West side 90m (Palmerston)
 B York St Derby St to Raglan St, East side 105m(Palmerston)

• C Toronto St King St to Miller Crescent, West side 220m (Palmerston)

A Robertson St S Young St W, East side 140m (Harriston)

For the \$50,000 of un-allocated sidewalk work, several projects came forward including:

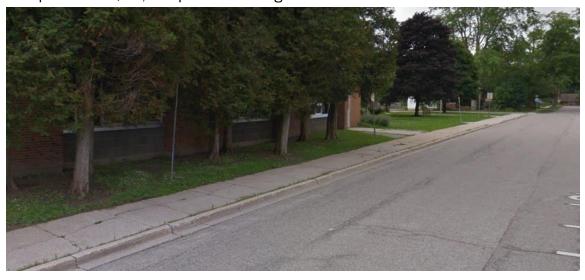
 Adelaide Street (landowner request) +-175 metres of sidewalk east side from John to Elora St. Cost +-\$40,000 includes \$23,600 for sidewalk, infrastructure costs such as relocating two catch basins, additional drainage, tree removal and curbing



 Developer/landowner request for north side of Prospect Street for 210 metres between Toronto Street and Grand Truck leading to the Clair Ridge Estate subdivision. Estimated cost \$29.000



 Cumberland Street nearby Norwell High School about 100 metres of sidewalk replacement \$13,500 plus curb and gutter as needed.



In addition to the projects identified above, Minto must look at considerably more sidewalk work since May 3rd, 2018 when the former Minister of Transportation approved adoption of Ontario Regulation 366/18 enhancing Minimum Maintenance Standards for Municipal Highways. Council may also decide to carry-over all or part of the remaining \$51,000 to augment the 2019 sidewalk budget to address more sidewalk areas in the future.

Council is most familiar with these standards as they apply to winter road maintenance, but they also apply to other responsibilities including now sidewalks, bike lanes and areas next to sidewalks. The new rules increase requirements for sidewalk maintenance which means all Ontario municipalities have more responsibility and cost. The following link is a good summary of the new regulation http://blg.com/en/News-And-

<u>Publications/Publication_5296</u>. In addition to requiring sidewalk winter maintenance the new standards require added sidewalk patrols including inspection of adjacent lands.

Many older sidewalks in Minto urban areas are not standard 1.5 metre width and do not comply with accessibility obligations. Many sidewalks are 1.2 metres wide or less and must be replaced with the approved standard along with major road reconstruction or when budget allows.



In Minto many sections of narrow sidewalk are a lower priority for repair because they are not maintained in the winter and because they are not used or needed over time as traffic patterns change. One of the biggest spring maintenance issues is repairing boulevard grass along narrow sidewalks scraped and damaged by Town sidewalk plows. Sidewalk plows are designed for minimum 1.5 metre wide walks.

The new minimum maintenance standard stipulates that where there is a sidewalk it "shall be" maintained in the winter. The new minimum standard for sidewalk snow removal is very low in that snow cannot be higher than 8 cm (3 inches) within a 1.0 metre width 48 hours after a winter event. There is also a fairly complex standard for ice removal and obligations to "patrol" the sidewalk inventory in winter.

During weekdays Town staff currently clears to less than 2.5 cm depth with sand and salt within 12 hours of an event particularly on direct routes to schools and on main roads. In almost all cases sidewalks the Town maintains in winter are completed to less than 2.5 cm before noon when there is an overnight event. The Town does not maintain sidewalks in the winter that are off main roads, infrequently used or not direct routes to school. Winter maintenance of sidewalks would significantly increase sidewalk plow route times and require more equipment.

To meet the new standards that all sidewalks be maintained in winter the Town has to consider one or more of the following:

- 1. Increase staff and equipment to maintain all sidewalks including those less than the standard width.
- 2. Drop maintenance standards from 2.5 cm (1 inch) in 12 hours to 8 cm (3 inches) in 48 hours so that all sidewalks can be maintained, and deploy sidewalk plows strategically in the urban areas to clear within 48 hours.
- 3. More aggressively plan to remove and replace substandard narrow sidewalks that are to be maintained in winter, and permanently remove older substandard sidewalks that do not have to be cleared in the winter.

Staff does not recommend options 1 or 2 above, but instead suggests the Town more aggressively remove and/or replace substandard 1.2 meter wide sidewalks. Right now these substandard sidewalks would be too costly to remove and/or replace so they are left

through their useful life so long as they can be used in non-winter months and they did not have to be plowed in the winter.

As Minto is a walkable community, new sidewalks are strategically installed and existing sidewalks rehabilitated or removed to capture pedestrian needs by bringing them safely to amenities in each community such as schools, libraries, recreational, retail, etc. With the new rules some sidewalks currently in place would not be reinstated once the end of its useful life is reached, or will be removed and not replaced if there is a safety concern and winter maintenance is not appropriate.

COMMENTS

Minimum Maintenance Standards (MMS) were developed and incorporated into the Municipal Act as the Provincial response to municipalities' requests for relief from onerous court decisions. In their attempt they have created a situation service levels drop in order to reasonably maintain the sidewalk inventory in all four seasons. Slip and fall is one of the most common claims against municipalities. Maintaining sidewalks at a higher standard is important for public safety, particularly along school and main routes.

There are many municipalities that do not plow sidewalks. The new standard is so low that technically there will be many days that sidewalks could be left in the winter. The public will not typically accept 8 cm of snow on a sidewalk two days after a snow event, particularly on school routes. The public has accepted that some older sidewalks off major routes are not maintained in winter. It is not recommended Minto lower winter maintenance standards on high priority routes to reasonably provide for require maintenance on low traffic routes.

Town staff currently completes the annual sidewalk inspection as required for surface discontinuity and deficiencies treated as needed. The addition of the areas adjacent to the sidewalk to be inspected creates a level of complexity as these areas are the primary host of utilities which quite often are the hazard which need to be repaired within the 28 day timeline provided. These items will be documented and forwarded on to the appropriate utility for repair in order to comply with this addition to the regulation. With the new inspection standard applying to the lands adjacent to sidewalks, some of the unspent budget in 2018 could also be directed to work within the boulevard.







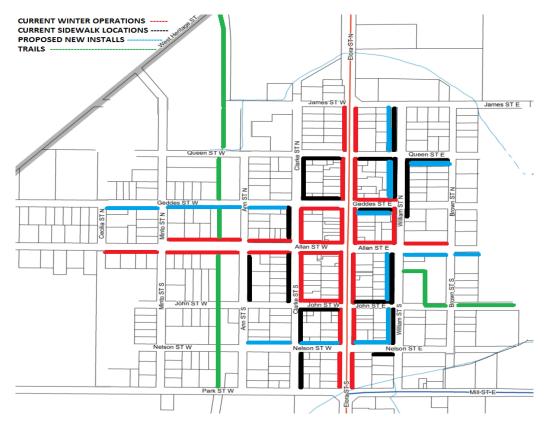
Options Remaining Funds

Staff believes the Palmerston Prospect Street and Cumberland Street sidewalk work also addresses public and child safety issues. These projects require less technical design than the Adelaide Street section in Harriston. Any unspent sidewalk funds after these two projects can be directed toward removing and decommissioning substandard sidewalks to begin to implement the new minimum maintenance standard. Triton Engineering could look at the Adelaide Street sidewalk design this fall for potential inclusion in the 2019 budget.

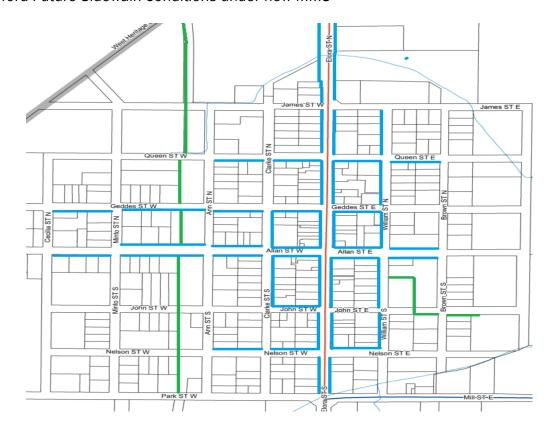
Implementing Sidewalk Minimum Maintenance Standard
Staff proposes bringing back a more detailed sidewalk policy to address the new
maintenance standards for the 2019 budget. The intent is to show progress toward
ensuring the sidewalks the Town has meet accessibility standards and can be maintained
efficiently without dramatic increases in maintenance costs.

The following maps show current and proposed sidewalks and trails as well as the sections that are maintained in winter. The second map shows a future sidewalk inventory where all sidewalks meet standards and are maintained in the winter. You can see that the sidewalk network is reduced over time as the substandard surfaces are removed and not replaced.

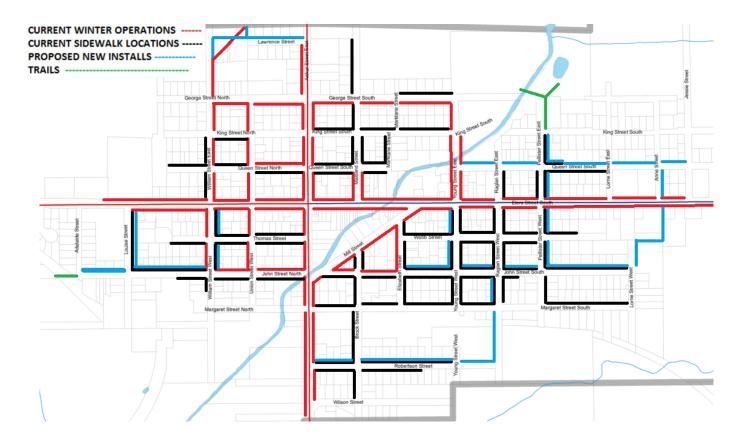
Clifford Current Sidewalk Conditions



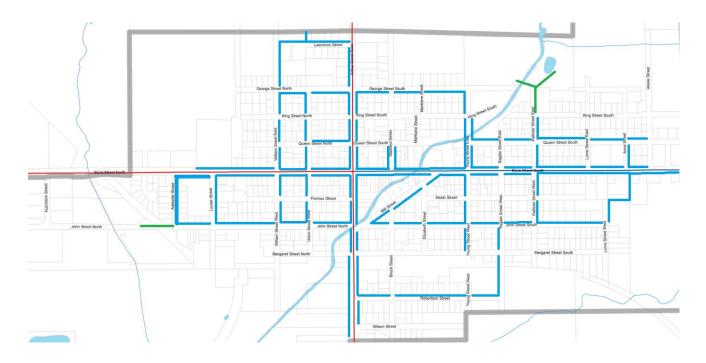
Clifford Future Sidewalk Conditions under new MMS



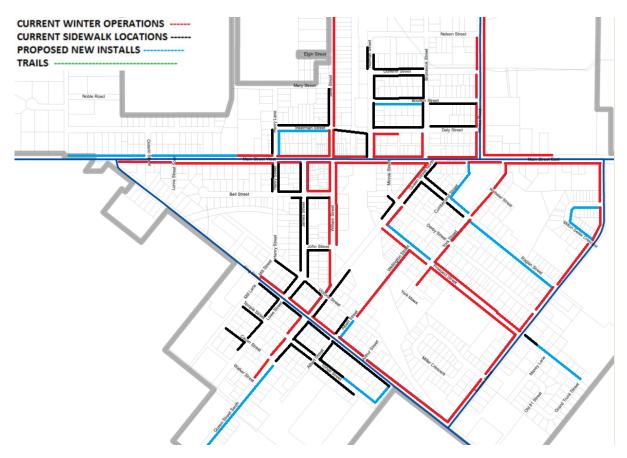
Harriston Current Sidewalk Conditions



Harriston Future Sidewalk Conditions under new MMS



Palmerston Current Sidewalk Conditions



Palmerston Sidewalks under new MMS



FINANCIAL CONSIDERATIONS

An increase to future sidewalk and winter maintenance budgets will be required to reach the standards set out in regulation 366/18. The proposed sidewalk maintenance policy will help Council and staff set establish staffing needs and set a dollar value. The intent is by working toward a reasonable program will help control costs.

RECOMMENDATION

That Council receives the report from the Roads Foreman dated July 25, 2018, regarding Minimum Maintenance Standards Sidewalk Update and directs staff to apply remaining funds to the Cumberland Street and Prospect Street sidewalks in Palmerston, boulevard repairs consistent with new standards, and design for the Adelaide Street Harriston sidewalk, and that staff bring forward a sidewalk policy addressing the new Minimum Maintenance Standards in Ontario Regulation 366/18.

Mike McIsaac, Roads and Drainage Manager



TOWN OF MINTO

DATE: July 31, 2018
REPORT TO: Mayor and Council
FROM: Gordon Duff, Treasurer
SUBJECT: Approval of Accounts

STRATEGIC PLAN:

Fiscal Responsibility/Financial Strategies - strategies support the goal of being a fiscally responsible municipality.

BACKGROUND

The following is a summary of accounts by Department paid for July 15, 2018:

Administration People & Property Health & Safety Health Services Building	\$ 112,719.22
Economic Development	9,012.97
Incubator	3,349.82
Tourism	,
Fire	129,066.40
Drains	99,892.00
Roads	30,801.71
Cemetery	
Waste Water	211,566.93
Streetlights	7,381.24
Water	10,008.73
Town Landscaping Care	
Recreation	5,285.75
Clifford	2,644.26
Harriston	17,270.05
Palmerston	4,079.74
Norgan	2,632.30
	\$ 645,711.12

The following is a summary of accounts by Department paid for July 31, 2018:

Administration	\$ 148,383.24
People & Property	
Health & Safety	
Health Services	
Building	4,163.58
Economic Development	22,015.44
Incubator	1,206.31
Tourism	
Fire	19,894.17
Drains	
Roads	376,232.11
Cemetery	
Waste Water	19,382.14
Streetlights	4,989.37
Water	7,014.81
Town Landscaping Care	20,822.07
Recreation	9,118.82
Clifford	42,728.07
Harriston	35,198.75
Palmerston	5,915.33
Norgan	4,667.91
	\$ 721,732.12

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 reports dated July 31, 2018, regarding Approval of Accounts, and approves the Town of Minto accounts by Department for June and July 2018.

Gordon Duff, Treasurer

The Corporation of the Town of Minto By-law Number 2018-57

To Temporarily Close Roads in Harriston on September 16, 2018 for a Community Event

WHEREAS Section 11 (3) of the *Municipal Act, 2001,* S.O. 2001, c. 25, as amended, provides that a lower-tier municipality may pass by-laws, respecting matters within the sphere of jurisdiction of highways, including parking and traffic on highways;

AND WHEREAS pursuant to the said *Municipal Act*, Section 8 (1) and 9 provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and 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 pursuant to the said *Municipal Act*, Section 35 authorizes municipalities to pass by-laws removing or restricting the common law right of passage by the public over a highway;

AND WHEREAS the Council of the Town of Minto has been delegated the authority to temporarily close a Highway;

AND WHEREAS the Council of The Town of Minto deems it advisable to temporarily close certain streets within the municipality to restrict unauthorized traffic in order to facilitate the Harriston-Minto Agricultural Society Soap Box Derby;

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

- That the following road be temporarily closed to traffic from 7:00 a.m. on Sunday September 16, 2018 until .- 1:00 p.m. on Sunday September 16, 2018
 (a) Elora Street South from Arthur Street to Mill Street
- 2. This By-law shall come into force and effect on the date of its final passing.

Read a first, second, third time and passed in open Council this 7th day of August, 2018.

Mayor George A. Bridge
Bill White C.A.O. Clerk

The Corporation of the Town of Minto By-law Number 2018-58

To Temporarily Close Roads in Harriston on August 11 and 12, 2018 for a Community Event

WHEREAS Section 11 (3) of the *Municipal Act, 2001,* S.O. 2001, c. 25, as amended, provides that a lower-tier municipality may pass by-laws, respecting matters within the sphere of jurisdiction of highways, including parking and traffic on highways;

AND WHEREAS pursuant to the said *Municipal Act*, Section 8 (1) and 9 provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and 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 pursuant to the said *Municipal Act*, Section 35 authorizes municipalities to pass by-laws removing or restricting the common law right of passage by the public over a highway;

AND WHEREAS the Council of the Town of Minto has been delegated the authority to temporarily close a Highway;

AND WHEREAS the Council of The Town of Minto deems it advisable to temporarily close certain streets within the municipality to restrict unauthorized traffic in order to facilitate the Harriston Street Party and Dance event on August 11th, - August 12th 2018

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

- 1. That the following roads be temporarily closed to traffic from 7:00 a.m. on Saturday August 11th, 2018 until .- 1:00 a.m. on Sunday August 12th, 2018
 - (a) Elora Street South from Arthur Street to Mill Street
 - (b) Maitland Street from Queen Street South to Elora Street South
- 2. This By-law shall come into force and effect on the date of its final passing.

Read a first, second, third time and passed in open Council this 7th day of August, 2018.

Mayor George A. Bridge	
	Mayor George A. Bridge
	Bill White C.A.O. Clerk

The Corporation of the Town of Minto By-law 2018-59

For the purpose of amending By-law 5000-05, a By-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Town of Minto

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

AND WHEREAS the Council of the Corporation of the Town of Minto deems it necessary and expedient to amend Parking By-Law Number 5000-05;

AND WHEREAS Council proposes to amended By-law 5000-05 to prohibit parking/stopping and to regulate parking on Frank Lambier Court and Noble Family Rd within the former Town of Palmerston, Town of Minto.

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

- 1. That Schedule "E" of By-law 5000-05 is hereby amended by designating the following municipal roads as "No Parking":
 - a) Frank Lambier Court Both Sides from Minto Road at any time
 - b) Noble Family Rd Both Sides from Minto Road at any time

so that Schedule "E" shall appear generally as shown in Schedule "A" to this By-law.

6. This By-law shall come into full force and effect upon final passing thereof.

Read a first, second, third and finally passed in open Council this 7^{th} day of August, 2018

Mayor George A. Bridge
CAO/Clerk Bill White

Schedule "A" to By-law 2018-59 Generally showing Schedule E to By-law 5000-05

Schedule "E"

No Parking

Clifford

Highway	Side	From	То	Times or Days
Elora	Both	Allen	15 metres north	any time
Elora	Both	Allen	15 metres south	any time
Allan	south side	east of Elora	off street parking	any time
Allan	north side	east of Elora	42 metres east	any time
Allan	south side	west of Elora	37 metres west	any time
Allan	north side	west of Elora	16 metres west	any time
Allan	south side	William St. North	Brown St. North	any time

Highway	01.1			
	Side or sides	From	То	Time
Arthur Street	Both	John Street	Wilson Street	any time
	Both	King Street	Lawrence Avenue	any time
Elora Street N	Both	Arthur Street	City Limit	any time
Elora Street S	Both	Young Street	Jessie Street	any time
Young Street	Both	Elora Street	King Street	any time

Harriston

Palmerston

Street	Side or sides	From	То	Time
Jane	east	Main	Inkerman	anytime
Queen	east and west	William	King	anytime
William	east and west	north set of CNR tracks	Queen	anytime
King	north	Mill Lane	Toronto	anytime
Inkerman	north	Jane	Henry Lane	anytime
Main	south	Cumberland	York	anytime
York	east	Main	Raglan	anytime
Cumberland	west	Main	Raglan	anytime
Norman	east	Main	Daly	anytime
Cavan	north and south	Queen	Albert	anytime
Albert	east and west	Cavan	Yonge	anytime
Raglan	north	York	Toronto	anytime
Raglan	south	York	Cumberland	anytime
Henry	west	Inkerman	Main	anytime
Queen	west	Minnie	Prospect	anytime
Queen	east	Main	Raglan	anytime
Queen	west	Main	60 metres south	anytime
Queen	west	Minnie	80 metres north	anytime
Prospect St.	north	Queen St. North	York Street	anytime

Palmerston (continued)

Street	Side or sides	From	То	Time
Queen St.	north and south	King St.	North Perth Boundary	anytime
Main	north	Minto	210 metres west	anytime
Miller Cres	Inside Curb	Toronto	Toronto	anytime
Minto Road	east and west	Frank Lambier	Main Street West	anytime
Prospect	north and south	York	90 metres east	anytime
Prospect	north	Toronto	100 metres west	anytime
Prospect	south	Toronto	190 metres west	anytime
Milton Seiler Cres.	Inside Curb	Toronto Street	Toronto Street	anytime
Frank Lambier Court	both	Minto Road	End of roadway	anytime
Noble Family Rd	both	Minto Road	End of roadway	anytime

The Corporation of the Town of Minto By-Law No. 2018-60

to Authorize the Execution of a Site Plan Agreement with 2380681 Ontario Inc., 55 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; 2380681 Ontario Inc, legally described as Part Lot 24, Concession 1, Parts 7, 10, 12 and 16 Plan 61R-20434, Part 7 Plan 61R20225, Town of Minto

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

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and 2380681 Ontario Inc. attached as Schedule "A" to this By-law.
- That the Site Plan Agreement shall apply to lands in The Town of Minto legally described as Part Lot 24, Concession 1, Parts 7, 10, 12 and 16 Plan 61R-20434, Part 7 Plan 61R20225, Town of Minto
 3.
- 4. That this By-law shall come into force and effect on the date of its passing thereof.
- 5. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 7th day of August, 2018.

Mayor George A. Bridge
C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 8th DAY OF AUGUST, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

2380681 ONTARIO LIMITED

hereinafter called the "Owner" of the Second Part.

SITE PLAN AGREEMENT

WHEREAS the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development described by Schedule "B";

AND WHEREAS the parties hereto agree that the lands affected by this Agreement are as set out in Schedule "A" attached hereto;

AND WHEREAS the Town has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of The Planning Act, 1990;

AND WHEREAS by an application dated on or about the 28th day of June, 2018, the Owner applied to the Town for Site plan approval in respect of its development of the lands described in Schedule "A";

the Town approved the Plans and Drawings submitted with the Owner's application subject to certain conditions on the 7th Day of

August, 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

AND WHEREAS

- 1. The parties to this Agreement hereby agree that:
 - 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".
- Unless otherwise agreed to by the Town, prior to obtaining a building 13. (a) 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.
- 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.
- 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.

- 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.

Per:	
Mayor George A. Brido	ie
Per:	
C. A. O. Clerk Bill Whit	e
2380681 Ontario Limited	
Per:	
Owner Amy Habermeh	ıl

THE CORPORATION OF THE TOWN OF MINTO

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

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

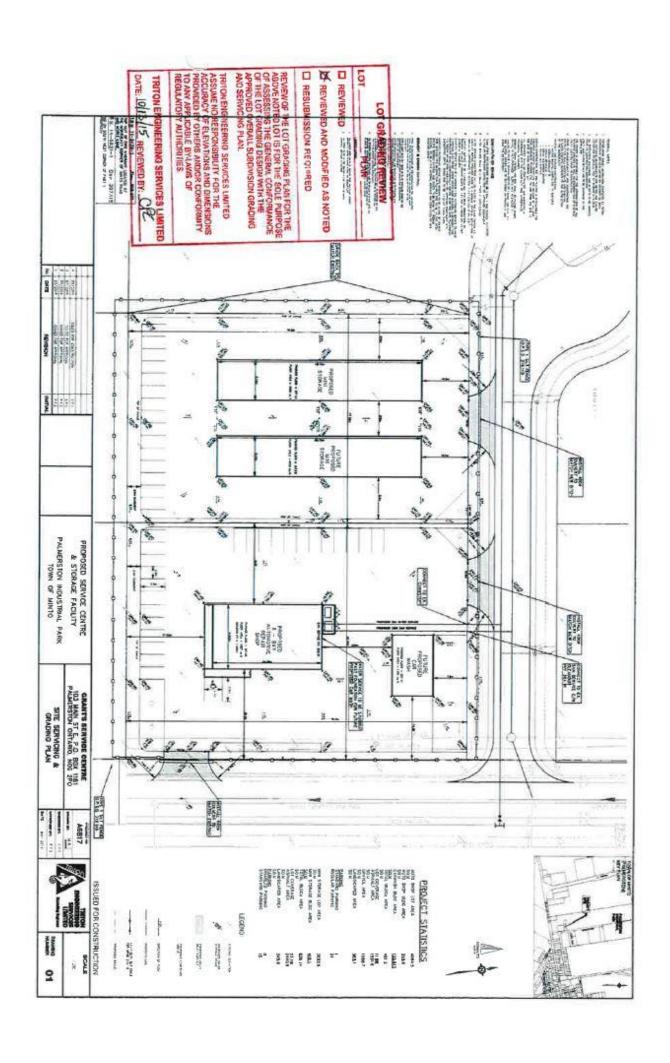
Part Lot 24, Concession 1, Parts 7, 10, 12 and 16 Plan 61R-20434, Part 7 Plan 61R20225, Town of Minto

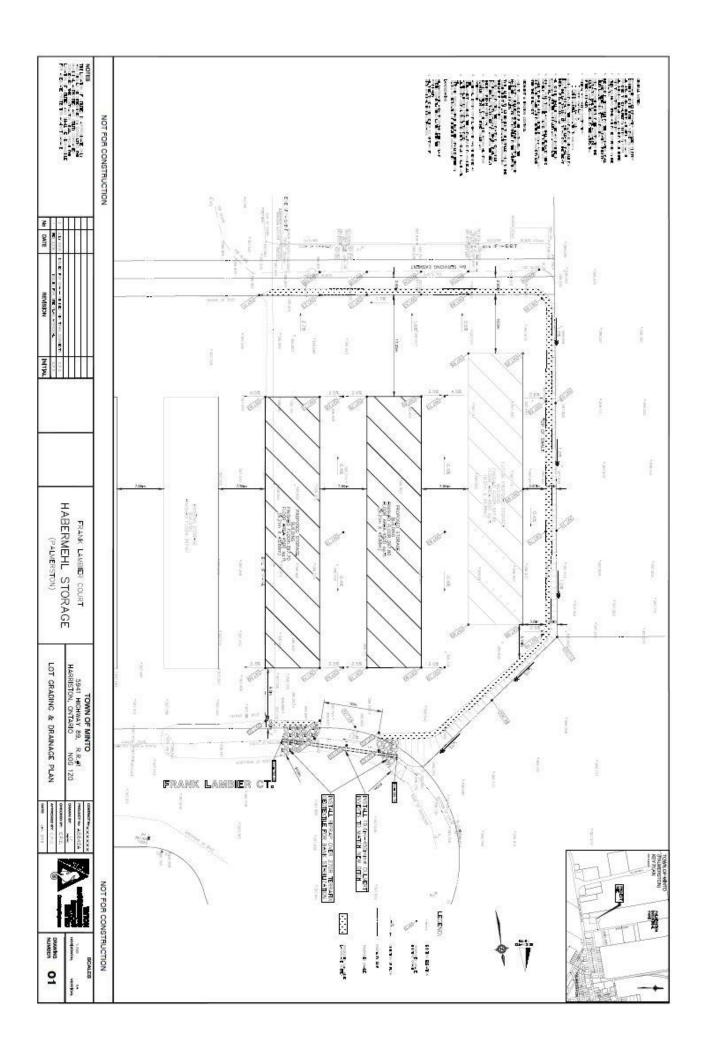
SCHEDULE "B"

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) Project No. A6817, prepared by Triton Engineering Services Limited, Revision No. 4, dated 08/2014, titled Proposed Service Centre & Storage Facility.
- 2) Project No. A6840A, prepared by Triton Engineering Services Limited, Revision No. 2, dated July 2018, titled Habermehl Storage (Palmerston).





SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. <u>Completion Date</u>

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be August 08 2020.

2. Security

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$2850.00 (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 <u>prior</u> 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":

- 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;
- 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.

617

8. <u>Temporary Fencing</u>

- (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. <u>Landscaping</u>

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. <u>Parking Lot Finishing</u>

The Owner agrees that the driveway apron to Frank Lambier Court shall be surfaced with asphalt or cement within one year of the paving of Frank Lambier Court in front of the subject property. Until that time, Dust mitigation shall be undertaken by the Owner. Dust mitigation shall be undertaken by the owner for the gravelled portions of the subject property.

13. <u>Servicing</u>

The Owner agrees to abide by the requirements of the Town's Public Works Director and the Town's Fire Chief respecting the provision of municipal services to the site including but not limited to municipal water, sanitary sewer, storm sewer, transit, roadway. The Owner and the Town agree to negotiate appropriate costs to be paid by the developer for said services in support of the development indicated on the "approved site plan".

14. Road Widening

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

15. Solid Waste and Recycling

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

16. Private Services

The Owner shall obtain all approvals for and make all necessary arrangements

1.3

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 redesign of said private services that may be necessary to comply with the requirements of the "approved site plan".

17. <u>Servicing Design</u>

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. <u>Engineering Approvals</u>

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

20. Recycling Facilities

That the Owner acknowledges and agrees that facilities shall be provided for recycling in accordance with the requirements of the County.

21. Building Permits

The Owner acknowledges and agrees that prior to the issuance of any Building Permit for the proposed development:

a) the Owner shall obtain final approval from the Conservation Authority for any applicable surface water management works.

22. <u>Sign Permits</u>

That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

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

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

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

In consideration of the agreement between The Corporation of the Town of Minto and (Name of Owner) which is dated the day of , 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 __, which may be drawn on by in the total amount of \$ 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 _, 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. 2018-61

to Authorize the Execution of a Site Plan Agreement with J&A DeVries Construction Inc., 141 Frank Lambier Ct, 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; J&A DeVries Construction Inc legally described as Part Lot 24, Concession 1, Part 4 Plan 61R-20434, Town of Minto.

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

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

- 1. That the Mayor and C.A.O. Clerk are hereby authorized and instructed to execute the Site Plan Agreement between the Corporation of the Town of Minto and J&A DeVries Construction Inc attached as Schedule "A" to this Bylaw.
- 2. That the Site Plan Agreement shall apply to lands in The Town of Minto legally described as Part Lot 24, Concession 1, Part 4 Plan 61R-20434, Town of Minto.
- 3.
- 4. That this By-law shall come into force and effect on the date of its passing thereof.
- 5. That the C.A.O. Clerk is hereby instructed to affix the Corporate Seal thereto.

Read a first, second, third time and passed in open Council this 7th day of August, 2018.

Mayor George A. Bridge
C.A.O. Clerk Bill White

THIS AGREEMENT MADE IN TRIPLICATE THIS 8th DAY OF AUGUST, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO,

hereinafter called the "Town" of the First Part,

-and-

J & A DE VRIES CONSTRUCTION INC.

hereinafter called the "Owner" of the Second Part.

SITE PLAN AGREEMENT

WHEREAS the Owner represents to be the registered owner of those lands in the Town of Minto, County of Wellington, described in Schedule "A" attached hereto and the Owner represents to have signing authority with respect to the said lands and the development

described by Schedule "B";

AND WHEREAS the parties hereto agree that the lands affected by this Agreement

are as set out in Schedule "A" attached hereto;

AND WHEREAS the Town has enacted a Site Plan Control Area By-law pursuant to

the provisions of Section 41 of The Planning Act, 1990;

AND WHEREAS by an application dated on or about the 12th day of June, 2018,

the Owner applied to the Town for Site plan approval in respect of

its development of the lands described in Schedule "A";

AND WHEREAS the Town approved the Plans and Drawings submitted with the

Owner's application subject to certain conditions on the 7th Day of

August, 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:
 - 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".
- Unless otherwise agreed to by the Town, prior to obtaining a building 13. (a) 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.
- 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.
- 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.

- 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.

Per:	
	Mayor George A. Bridge
Per:	
	C. A. O. Clerk Bill White
<u>J & A</u>	De Vries Construction Inc.
Per:	
	Owner Alfred De Vries

THE CORPORATION OF THE TOWN OF MINTO

I/We have the authority to bind the Corporation.

SCHEDULE "A"

SUBJECT LANDS

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

Part Lot 24, Concession 1, Part 4 Plan 61R-20434, Town of Minto

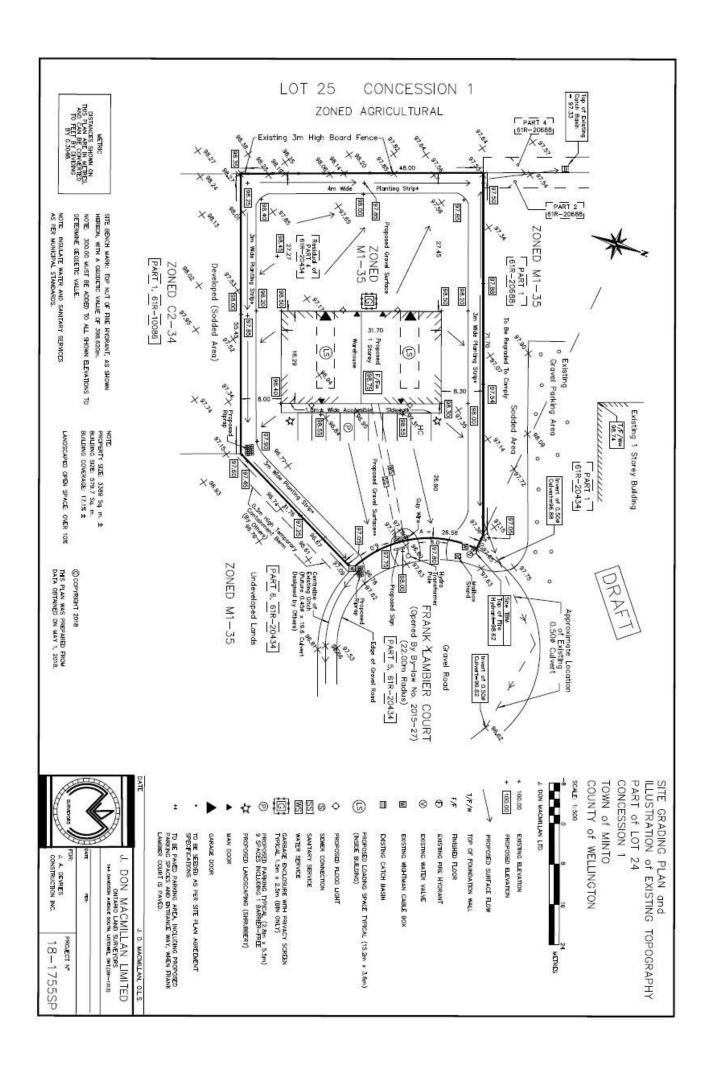
SCHEDULE "B"

APPROVED SITE PLAN

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

1) Site Plan Project Number 18-1755SP prepared by J Don MacMillan Limited for J A Devries Construction Inc., as attached.

8



SCHEDULE "C"

SITE DEVELOPMENT REQUIREMENTS

1. <u>Completion Date</u>

The Owner agrees that the completion date for all work, including landscaping, required pursuant to this Agreement shall be August 08 2020.

2. Security

Pursuant to clause 13 (a) of Part B of this Agreement, the Town has security in the amount of \$2850.00 (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;
 - 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 <u>prior</u> 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":

- 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;
- 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.

The grading on the subject property shall comply to the Grading Plan forming part of Schedule 'B'. Grading at the property lines shall conform with the adjacent properties to the satisfaction of the Town's engineer.

6. <u>Lighting</u>

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. <u>Directional Signage</u>

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. <u>Temporary Fencing</u>

- (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. <u>Parking Lot Finishing</u>

The Owner agrees that all parking areas and driveways from the front wall of the building to Frank Lambier Court shall be surfaced with asphalt or cement, and all parking stalls shall be visually identified by line painting as shown on the "approved site plan" within one year of the paving of Frank Lambier Court in front of the subject property. Until that time, Dust mitigation shall be undertaken by the Owner.

13. <u>Servicing</u>

The Owner agrees to abide by the requirements of the Town's Public Works Director and the Town's Fire Chief respecting the provision of municipal services to the site including but not limited to municipal water, sanitary sewer, storm sewer, transit, roadway. The Owner and the Town agree to negotiate appropriate costs to be paid by the developer for said services in support of the development indicated on the "approved site plan".

14. Road Widening

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

15. Solid Waste and Recycling

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

16. Private Services

The Owner shall obtain all approvals for and make all necessary arrangements for any and all private services such as telephone, telecommunications, cable television, electricity, gas and other such service and shall provide any easements required by private service companies necessary to supply said private services, and the Owner further acknowledges that the Town shall bear no expense, cost or obligation with regard to the installation, relocation or redesign 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. <u>Engineering Approvals</u>

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

20. Recycling Facilities

That the Owner acknowledges and agrees that facilities shall be provided for recycling in accordance with the requirements of the County.

21. Building Permits

The Owner acknowledges and agrees that prior to the issuance of any Building Permit for the proposed development:

a) the Owner shall obtain final approval from the Conservation Authority for any applicable surface water management works.

22. Sign Permits

That the Owner acknowledges and agrees that a sign permit is required prior to the erection or replacement of any signage on site and approval from the Ministry of Transportation may be required for such signage.

SCHEDULE "D"

WORKS TO BE UNDERTAKEN BY THE TOWN

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

SCHEDULE "E"

SAMPLE LETTER OF CREDIT

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

In consideration of the agreement between The Corporation of the Town of Minto and (Name of Owner) which is dated the day of , 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 __, which may be drawn on by in the total amount of \$ 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 _, 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 2018-62

To amend By-law 2016-31 a By-law to Regulate and License the Keeping of Dogs and Dog Kennels in the Town of Minto

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

AND WHEREAS the Council of the Corporation of the Town of Minto deems it necessary and expedient to amend By-Law Number2016-31;

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

- 1. THAT Section C Licensing and Registration Fees 4) be struck and replaced with: "Every dog tag shall bear the license number as issued and be kept on the dog as long as the dog resides in the Town of Minto and the tag is still legible"
- 2. THAT Section C Licensing and Registration Fees 8) be amended as follows: "or becomes illegible" be inserted following "In the event a dog tag is lost"

Read a first, second, third time and finally passed in open Council this 7^{th} day of August 2018.

Mayor – George Bridge
C.A.O. Clerk - Bill White

The Corporation of the Town of Minto By-Law No. 2018-63

to Amend Zoning for 5411 7th Line Minto from Agricultural to Agricultural Exception

WHEREAS, the Council of the Corporation of the Town of Minto deems it necessary to amend By-law Number 01-86;

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

- 1. THAT Schedule "A" Map 1 of the Town of Minto Zoning By-law 01-86 is amended by rezoning Part Lot 37, Concession 6 (Minto), 5411 7th Line, as shown on Schedule "A" attached to and forming part of this By-law, from:
- "Agricultural" (A) to "Agricultural Exception" (A-36.121) and "Agricultural Exception" (A-36.122)
- 2. THAT Section 36, Rural Area Exception Zones, is hereby amended by adding the following new exceptions:

36.121 CON 6 PT LOT 37	Notwithstanding any other provisions of this By-law, a residential dwelling shall be prohibited in this zone. Other agricultural uses that are not accessory to a dwelling are permitted.
36.122 CON 6 PT LOT 37	Notwithstanding Section 8.5.2.2 the minimum lot frontage is 8 m (26.42 ft). Notwithstanding Section 6.1 the existing bank barn with a ground floor area of is 985 m² (10,600 ft²) is permitted as an accessory building subject to the following conditions: a) enlargement of the bank barn building is not permitted; b) additional accessory structures are not permitted on the property including a hobby barn or building under the home industry provisions; c) the recognition of the ground floor area applies only to the existing bank barn building and removal of the building shall void this provision; and, d) the building may only be used for personal storage accessory to the main residential dwelling and may not be used for livestock and/or used for business/commercial uses including a home industry.

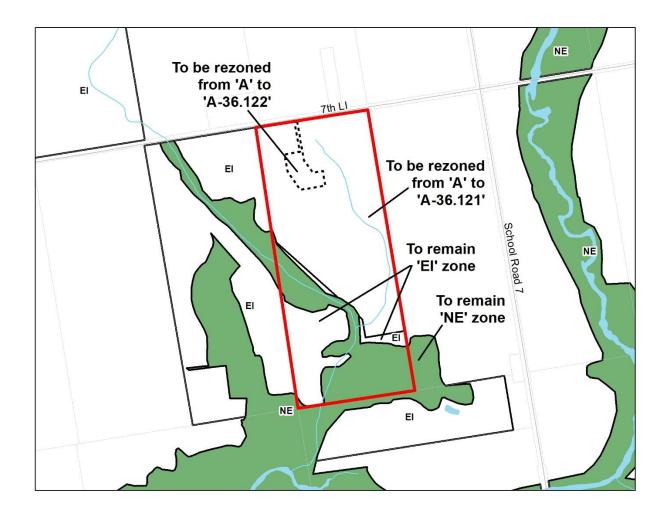
- 3. THAT except as amended by this By-law, the land shall be subject to all applicable regulations of Zoning By-law 01-86, as amended.
- 4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

	Read a firs	t. second	. third time	and pa	ssed in (pen Counc	il this 7th	¹ day (of August.	2018.
--	-------------	-----------	--------------	--------	-----------	-----------	-------------	---------	------------	-------

Mayor George A. Bridge

THE TOWN OF MINTO BY-LAW NO 2018-63

Schedule "A"



Passed this 7th day of Augus	t, 2018.		
MAYOR		CLERK	

EXPLANATORY NOTE

BY-LAW NUMBER 2018-63

THE SUBJECT LAND is located on Part Lot 37, Concession 6 (Minto), municipal address 5411 7th Line. The proposed vacant retained agricultural parcel is 39.3 ha (97 acres). The proposed severed parcel is 1.2 ha (3.0 acres) in size and contains an existing single detached dwelling and barn.

THE PURPOSE AND EFFECT is to amend the zoning on the subject lands to restrict future residential development on the proposed retained agricultural portion of property. This rezoning is a condition of severance application B32/18, that has been granted provisional consent by the Wellington County Land Division Committee.

The amendment also rezones the severed rural residential portion of the property to permit a reduced lot frontage and recognizes the existing bank barn with as an accessory building.

The Corporation of the Town of Minto By-law No. 2018-64

to authorize a Sign Lease Agreement for Town Owned Lands

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

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

AND WHEREAS the Council of the Corporation of the Town of Minto is desirous to enter into a Sign Lease Agreement with Quality Developments Inc.

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

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

Read a first, second, third time and passed in open Council this 7th day of August, 2018

Mayor George A. Bridge
C.A.O. Clerk Bill White

SIGN LEASE AGREEMENT

THIS SIGN LEASE AGREEMENT made in triplicate this 1st day of August 2018.

BETWEEN:

Corporation of the Town of Minto
Hereinafter called the "Town" of the SECOND PART

- and -

Quality Developments Inc.

Hereinafter called the "Quality" of the FIRST PART

WHEREAS, the Quality desires to lease from the Town the properties described in Part 2 and Schedule "A" of this agreement for the purpose of constructing and maintaining one advertising sign per site to be located thereon and owned by Quality.

AND WHEREAS the Town will permit a temporary exemption to the Town of Minto Sign By-law to permit the Quality to place sandwich board signs on municipal roadways at specified locations only during times when their sales office or model unit is open to the public;

AND WHEREAS the signs to be placed on Town lands are described in Schedule "B" to this agreement;

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations of the parties as set forth herein, the parties agree as follows:

- The term of this agreement commences upon signing by the parties shall be for a period of two (2) years, and shall renew for an additional one year unless either party provides sixty (60) days written notice prior to the end of the first two year period that this agreement shall be cancelled. In no case shall this lease agreement extend beyond three years.
- 2. The portion of lands to be leased by Quality from the Town for the purposes of erecting and maintaining one sign per site are located in the Province of Ontario, County of Wellington, Town of Minto and generally shown on the map attached to this agreement as Schedule "A" and more particularly described as follows:

Sign Agreement

-

4

- a) Property adjacent to Provincial Highway 9, legally known as Concession D, Part Lots 83 and 84 Plan 60R-2602 Pt Parts 1 and 2, Plan 61R-7276 Part 1, Plan 61R-10582 Parts 5 and 6, Plan 61R-10909 Parts 3 and 4;
- Property adjacent to Province Highway 89, legally known Livingstone Street which is an unopened road allowance vested with the Town of Minto.
- 3. Either party may terminate this Lease at any time upon giving the other party written notice of its intention to terminate the Lease, and said notice shall be received at least sixty (60) days prior to the termination date.
- 4. Quality shall, during the term of this Lease, pay an annual rent of Seven Hundred and Fifty Dollars (\$750.00) per site the first installment of which is due upon signing of this agreement and then annually before March 1st of each year that this agreement applies.

+

All rent payable by Quality to the Town under this Lease shall be paid at the address herein designated in this agreement.

- Quality shall use the land described in Part 2 and Schedule "A" to place and maintain advertising signs in accordance with all Town, County, Provincial, and any other applicable laws pertaining to such advertising in accordance with the design, size and standard shown in Schedule "B". The Town agrees to Quality making application to the appropriate authorities for permits to place the sign including locates for all utilities and services, and shall supply details to the Town about how the support posts will be anchored into the ground. In the event any permit is refused then this agreement shall be considered terminated.
- 6. All signs and support structure or any other materials placed upon the lands by Quality shall remain the property of the Quality. If this agreement is terminated for any reasons, Town shall give Quality thirty (30) days to remove the signs, structures and materials from the lands and Quality shall return the lands as near as possible to its original condition. In the event the removal is not completed or the lands not restored the Town shall complete the work and invoice Quality for the cost of site cleanup which shall be paid by Quality according to the invoice terms.
- 7. Where Quality's sign is removed by either party or the agreement terminated for any purpose, Quality shall not be entitled to any pre-paid rent.



- 8. In addition to the signs permitted under to Sections 2 and 5 above, the Town consents to such sign by-law exemption as may be required for Quality to temporarily place sandwich board signs as follows:
 - a) At the corner of Arthur Street and George Street and the corner of William Street and Elora Street Harriston during the period a finished model suite or completed unit is available and open to the public for safe viewing on Quality's main development site on George Street North so long as the main driveway and parking area is paved and the grounds around the said unit safely graded.
 - b) At the corner of Elora Street and Arthur Street during the period of time Quality has premises leased at LaunchIT Minto from the Town.
 - c) No sandwich board signs shall be permitted at the locations identified under Section 8 a) and b) on municipal road allowances except during the days and times when the model suite, completed unit or leased space at Launchit Minto is open to the public.
 - d) No sandwich board signs permitted under this agreement shall be located to affect public safety and/or interfere with municipal road and sidewalk maintenance including snow removal, and may be removed by the Town at any time at its sole discretion where safety or maintenance issues arise.
 - e) No sandwich board signs shall be permitted without Quality obtaining permission from the landowner abutting the location where the sandwich board sign is to be placed.
 - e) The provisions of section 12 shall apply to the sandwich board signs permitted under section 8 of this agreement.
- 9. Following installation of the signs on the lands described in Part 2a), the Town shall for the life of this agreement maintain the grass a minimum distance of 7.5 metres around the base of the sign. The Town agrees to maintain the balance of the land s so that the advertising device is clearly visible from the travelled roadway, and without limiting the generality of the foregoing "visible from the travelled roadway" means no buildings, structures, vegetation or similar landscape features shall be permitted to restrict the visibility of the advertising device from the road.
- 10. Quality shall not assign or transfer the rights under this agreement or interest herein nor sublease the Leased Premises or part thereof to anyone without the express written consent of the Town.



- 11. The Town shall not restrict access to the Leased Premises by Quality to maintain the said advertising device or the grounds or conduct any other maintenance as required by this agreement. Quality agrees to repair any damage resulting from the accessing the Towns lands, and shall only access the said lands during reasonable hours as may be agreed upon by the parties.
- Quality, as a material part of the consideration to be rendered by the Town, hereby waives all claims for injuries or damage for any cause arising at any time to persons in or about said lands leased under this agreement where said injuries or damage occurs as a result of the use of the lands by Quality. The Town shall not be responsible or liable to Quality or to those persons coming by, through or under the care or permission of Quality, for any loss or damage which may be occasioned by or through the acts or omissions of persons on the lands subject of this agreement. Quality hereby indemnifies the Town and saves it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Quality of the lands under this agreement or any part thereof occasioned wholly or in part by any act or omission of Quality, its agents, contractors or employees.
- 13. If Quality defaults in the payment of the lease payments or defaults in the performance of any term, covenant, or condition of this Lease, Town shall give written notice to Quality of such default and, if Quality does not cure any rent default within five (5) days or other default within fifteen (15) days after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such fifteen (15) days), if Quality does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Town may terminate this agreement on not less than three (3) days' written notice to Quality, and on the date specified in said notice the term of this lease shall terminate and Quality shall then quit and surrender the lands subject of this agreement to the Town, but Quality shall remain liable as hereinafter provided. If this agreement shall have been so terminated by Town, Town may at any time thereafter resume possession of the lands by any lawful means and remove Quality or other occupants and their effects.
- 14. Quality shall peaceably deliver possession of the lands subject to this agreement to Town on the date of expiration or termination of this Lease, whatever the reason for termination. Town shall have the right to reenter and take possession of the lands subject of this agreement on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings.



- Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this agreement shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this agreement.
- All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date or certification thereof delivered by or addressed to the parties as follows:

Town: Town of Minto

ATTN: C.A.O. Clerk 5941 Highway 89

Harriston, ON NOG 1ZO

(519)338-2511

Quality: Quality Developments Inc.

ATTN Executive Vice President

7307 Sideroad 5 West Kenilworth, ON, NOG 2E0

519-323-4208

- 17. This agreement shall be construed and interpreted pursuant to the laws of the Province of Ontario. Should there be any provision thereof to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect.
- 18. If any term, covenant, or condition of this agreement is found to be invalid, void, ineffective, or unenforceable for any reason, the remaining terms, covenants, and conditions shall remain in full force and effect.
- 19. This agreement represents and constitutes the entire understanding between the parties and supersedes all other agreements and communications between the parties, whether oral or written, concerning the subject matter herein. Any amendment must be in writing and signed by the parties hereto and adopted in the same fashion as this original agreement.
- 20. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and personal and legal representatives.



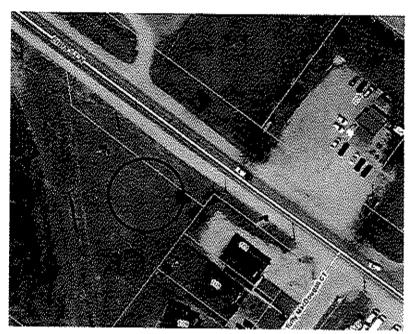
IN WITNESS WHEREOF, the parties have executed this Lease on the 1st day of August, 2040, at Town of Minto in the County of Grey, Province of Ontario.

George Bridge, Mayor

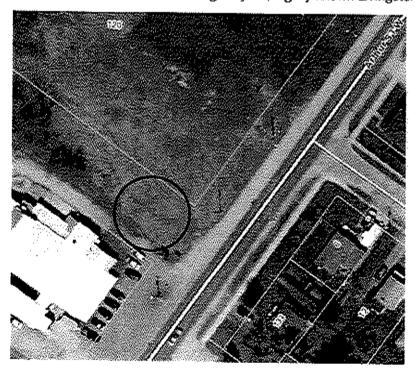
Bill White, C.A.O. Clerk

QUALITY DEVELOPMENTS INC.

Schedule A . . Location of Leased Premises a) Property adjacent to Provincial Highway 9,



b) Property adjacent to Province Highway 89, legally known Livingstone Street



1

7

Schedule "B"

Permitted Signs on Lands Described in Schedule "A"



Permitted Sandwich Board Sign



The Corporation of the Town of Minto By-law No. 2018-65

To confirm actions of the Council of the Corporation of the Town of Minto Respecting a meeting held August 7, 2018

WHEREAS the Council of the Town of Minto met on August 7, 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 August 7, 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 7th day of August, 2018.

Mayor George A. Bridge
C.A.O. Clerk Bill White