



TOWN OF ERIN
Regular Council Meeting
AGENDA

December 20, 2016

6:30 PM

Municipal Council Chamber

Pages

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Declaration Pecuniary Interest**
- 4. Public Meetings**
 - 4.1 Zoning By-Law Amendment - Georgetown RV - 9577 Sideroad 17, Erin 1 - 6
- 5. Community Announcements**
- 6. Adoption of Minutes** 7 - 20
 - December 6, 2016 - Regular Meeting
 - December 7, 2016 - Special Meeting - Budget 3-Final
- 7. Business Arising from the Minutes**
- 8. Delegations/Petitions/Presentations**
- 9. Reports**
 - 9.1 Building/Planning/By-Law
 - 9.1.1 Building and Planning Assistant - Building Permit Activity Report - November 2016 21 - 33
 - 9.2 Fire and Emergency Services
 - 9.2.1 Fire Chief - Monthly Fire Report - October 34
 - 9.3 Finance
 - 9.3.1 Director of Finance - Ontario Community Infrastructure Fund (OCIF) Formula-Based Component 35 - 43
 - 9.3.2 Director of Finance - Appointment of Auditor for 2016 Year End 44 - 45
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 - 9.4 Administration

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9.5.2	Erin Economic Development Committee - Appointment of New Member	
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11.	Correspondence	
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11.7	Blackport Hydrogeology Inc - Water Component Class EA - Water Supply Assessment Update November 30, 2016	101 - 103
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12.	Closed Session	
	Matters under the following exemptions in the Municipal Act S. 239 (2) :	
	(b) personal matters about an identifiable individual, including municipal or local board employees (HR Matters);	

(d) labour relations or employee negotiations (Personnel Policy)

13. Return from Closed Session

13.1 Motion to Reconvene

13.2 Report Out

14. By-Laws

114 - 176

Amendment 3 to Emergency Response Plan for Wellington County and the Member Municipalities

Ontario Community Infrastructure Fund Agreement

Closed Meeting Investigator Appointment

Confirming

15. Notice of Motion

16. Adjournment



TOWN OF ERIN

NOTICE OF COMPLETE APPLICATION AND NOTICE OF PUBLIC MEETING FOR AN AMENDMENT TO THE TOWN OF ERIN ZONING BY-LAW

File Z16-08

TAKE NOTICE that the Council of the Corporation of the Town of Erin has received a complete application to consider a proposed amendment to the Town of Erin Zoning By-law No. 07-67, pursuant to Section 34 of the *Planning Act, R.S.O. 1990*, as amended. Erin Council will consider this application at their meeting scheduled for:

Tuesday, December 20, 2016

Erin Municipal Office
Council Chamber
5684 Trafalgar Road
6:30 p.m.

Location of the Subject Land

The property subject to the proposed amendment is legally described as Plan 686, Lot 16, RP 61R 8247 Part 2 with a civic address of 9577 Sideroad 17. The property is approximately 3.15 hectares (7.8 acres) in size and the location is shown on the map below.

The Purpose and Effect of the Application

The purpose and effect of the proposed zoning by-law amendment is to change the zoning on the subject lands from "M2" General Industrial to a specialized General Industrial zone. The effect of the amendment is to rezone the property to allow recreational trailer storage, servicing and repair, parts and accessories sales and recreational trailer new/used sales and rental. The proposed recreational trailer sales and service establishment is currently not a permitted use.

Oral or Written Submissions

Any person or public body is entitled to attend the public meeting and make written or oral submissions in support of or in opposition to the proposed zoning by-law amendment. Written comments should be submitted to the Town Clerk at the address shown below.

Power of OMB to Dismiss Appeals

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Erin before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of the Town of Erin to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Town of Erin the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

Request for Notice of Decision

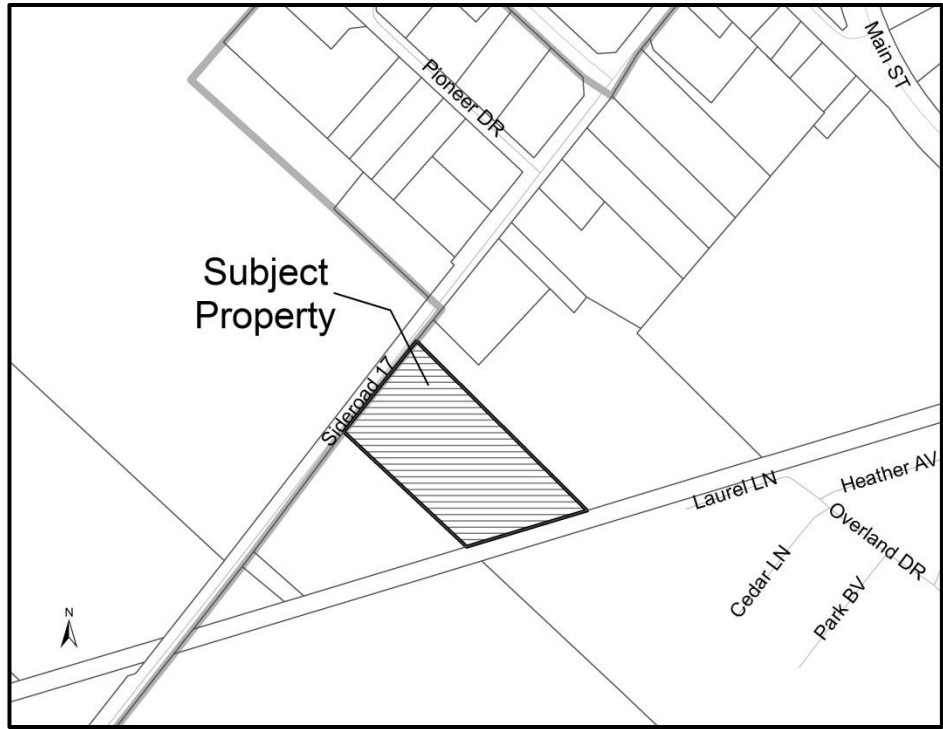
If you wish to be notified of the decision in respect of the proposed Town of Erin Zoning By-law Amendment, you must make a written request to the Clerk.

Additional Information relating to the proposed zoning by-law amendment is available for inspection at the Town of Erin Municipal Office, or by contacting Jessica Wilton, Building and Planning Assistant (519.855.4407 x240) between 8:30 am and 4:30 pm weekdays.

Dated at the
Town of Erin
This 30th day of
November, 2016

Dina Lundy, Clerk
Town of Erin
5684 Trafalgar Road
RR2 Hillsburgh, ON
N0B 1Z0

T 519.855.4407
F 519.855.4821



EXISTING AGRICULTURAL

SIDEROAD 17 (20m ROW)

EXISTING OVERHEAD WIRE

EXISTING ONE STOREY INDUSTRIAL BUILDING
±810m² (8,719ft²)

PROPOSED GRAVEL PARKING AREA EXPANSION (34 SPACES)

EXISTING M2 INDUSTRIAL

EXISTING GRAVEL LOADING AREA

EXISTING GRAVEL AREA LIMIT

PROPOSED GRAVEL RECREATIONAL TRAILER PARKING AREA W/ FENCE (±96 TRAILERS)
±0.68ha (1.68ac)
(21.6% LOT COVERAGE)

EXISTING GRAVEL PARKING AREA LIMIT

EXISTING SEPTIC BED
±261m² (2,809ft²)

EXISTING M2 INDUSTRIAL

PROPOSED REZONING FROM M2 TO C2 ZONE

TOTAL SITE AREA:
±3.13ha (7.73ac)

EXISTING EP1 ZONING DESIGNATION (APPROXIMATE LOCATION)

EXISTING OS1

REZONING SKETCH
GEORGETOWN RV
9577 SIDEROAD 17
LOT 16, RCP 686
TOWN OF ERIN

NOTE: ALL DIMENSIONS & AREAS ARE APPROXIMATE ONLY



SCALE: 1:2000
OCTOBER 28, 2016



PLANNING REPORT for the TOWN OF ERIN

Prepared by the County of Wellington Planning and Development Department

DATE: December 20, 2016
TO: Derek McCaughan, Interim CAO
 Town of Erin
FROM: Sarah Wilhelm, Senior Planner; Elizabeth Martelluzzi, Junior Planner
 County of Wellington
SUBJECT: **PUBLIC MEETING (Georgetown RV)**
Zoning By-law Amendment (Z16-08)
Proposed recreational trailer sales and service establishment
9577 Sideroad 17, Town of Erin

SUMMARY

This proposal is to amend the Zoning By-law to permit the use of a recreational trailer sales, storage and service establishment. This application was deemed complete and a public meeting scheduled for December 20, 2016. The purpose of this report is to provide our preliminary comments concerning the application materials submitted by the applicant and a policy overview.

We are not aware of any comments or concerns identified by the public or Town staff at the time of writing this report. We are aware of comments from the Risk Management Official which we have detailed in this report.

INTRODUCTION

The property subject to the proposed amendment is legally described as Plan 686, Lot 16, RP 61R-8247 Part 2, with a municipal address of 9577 Sideroad 17. The property is approximately 3.15 ha (7.8 ac) in size and is occupied by an existing industrial building. The Elora Cataract trail directly abuts the property and is the most southern rear lot line. Adjacent properties include industrial uses.

PROPOSAL

According to the application, the purpose of the proposed zoning by-law amendment is to permit the use of recreational trailer storage, servicing and repair, parts and accessories sales and recreational trailer new/used sales and rental. The applicants have proposed to use the existing building and to construct a gravel parking and storage area for 96 recreational trailers, and to expand the existing gravel parking area to 36 spaces.

PROVINCIAL POLICY STATEMENT (PPS)

The subject land is located within the Erin Urban Centre. The PPS policies indicate that settlement areas such as Erin Village “shall be the focus of growth and development, and their vitality and regeneration shall be promoted” (Section 1.1.3.1).

Section 2.2 states that, “planning authorities shall protect, improve or restore the quality and quantity of water by, e) implementing necessary restrictions on development and site alteration to:

1. Protect all municipal drinking water supplies and designated vulnerable areas; and
2. Protect, improve or restore vulnerable surface and ground water, sensitive surface water features and sensitive ground water features, and their hydrologic functions.”

PROVINCIAL GREENBELT PLAN

This property is within the Protected Countryside of the Greenbelt Plan. According to Section 3.4.2.1 of the Plan, towns/villages, as identified by an official Plan (Town of Erin Official Plan), are not subject to the policies of the Greenbelt Plan, save for the external connections policies of section 3.2.5 of the Plan. There are no external connections through this site.

TOWN OF ERIN OFFICIAL PLAN

The subject property is designated Industrial and Core Greenlands in the Town of Erin Official Plan. According to Section 4.11 of the Official Plan, lands designated Industrial on Schedule “A” of the Plan may be used for a variety of industrial uses including, but not limited to, manufacturing, processing, fabricating, assembly, warehousing and repair establishments. Storage yards may also be permitted. The Zoning By-law may prohibit certain industrial uses which, by their nature, would have a detrimental impact on the community. Certain commercial uses requiring large sites or which may not be suitable in a commercial area due to their nature may also locate within Industrial areas. Such uses may include heavy equipment sales and services, factory or wholesale outlets, mini-warehouses, and truck or auto repair shops.

The Plan further states that the Zoning By-law may also provide for certain industrial uses to be prohibited or restricted in proximity to municipal well sites, or may limit industries to those which do not consume or discharge volumes of water.

COUNTY OF WELLINGTON OFFICIAL PLAN

The subject property is designated URBAN CENTRE, in the Village of Erin, and is located within the built boundary. Section 7.5.1 of the Plan states that Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available. Designations and Official Plan policies are found in the Town of Erin Official Plan.

ZONING BY-LAW

According to Schedule ‘A’ of Zoning By-law 07-67, the subject property is currently zoned General Industrial (M2). A recreational trailer sales and service establishment is only directed to the Highway Commercial (C2) zone of the Zoning By-law. We note that the “Recreational Trailer Sales and Service Establishment” is not defined by the Zoning By-law.

The applicant has requested the following uses:

- Recreational trailer storage
- Servicing and repair
- Parts and accessories sales
- New and used sales and rental of Recreational trailers

A portion of the property is also zoned Village Environmental Protection (EP2). This zoning is identified at the rear of the property.

WELL HEAD PROTECTION AREA

The subject property is located within a WHPA "B" with a Vulnerability score of 8,6. The Risk Management Official has issued a notice under the Clean Water Act in relation to this zone amendment. The Act does not prohibit the proposed use but rather only certain chemicals related to the use (RV sales and service), specifically the prohibition of non-aqueous phase liquids (DNAPIs). The applicants will be working with the Risk Management Official and be required to submit a site plan application as well as a spill response/chemical management plan as per Section 4.9.5.4 of the County Official Plan.

PUBLIC AND AGENCY COMMENTS

At this time, we have only received concerns from the Risk Management Official, as detailed above. We have not received further concerns from the public or agencies.

NEXT STEPS

The public meeting for this application is scheduled for December 20, 2016. We will be in attendance at the public meeting to hear the applicant's presentation and any public comments. Our planning recommendations will be provided following the public meeting and resolution of any outstanding issues.

Respectfully submitted
County of Wellington Planning and Development Department



Sarah Wilhelm, BES, MCIP, RPP
Senior Planner



Elizabeth Martelluzzi, B.URPI
Junior Planner



Minutes of the Regular Town of Erin Council Meeting

December 6, 2016

1:00 PM

Municipal Council Chamber

Present:	Allan Alls	Mayor
	John Brennan	Councillor
	Matt Sammut	Councillor
	Rob Smith	Councillor
	Jeff Duncan	Councillor
Staff Present:	Derek McCaughan	Interim CAO
	Dina Lundy	Clerk
	Ursula D'Angelo	Director of Finance
	Trish Crawford	Clerk's Assistant
	Larry Wheeler	Financial Analyst
	Greg Delfosse	Roads Superintendent
	Robyn Mulder	Economic Development Officer

1. Call to Order

Mayor Alls called the meeting to order.

1.1 Presentation of Long Service Awards

Mayor Alls presented Long Service Award to Lou Laurysen for his achievement of 15 years.

Jeff Haw was also eligible for a Long Service Award for his achievement of 20 years, but was not able to attend the meeting. Staff will ensure he receives his award.

Mayor Alls expressed thanks and gratitude on behalf of Council and Town Staff for their dedication and hard work over the years.

2. Approval of Agenda

Resolution # 16-475

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that the agenda be approved as amended to reorder agenda items 4, 5, and 6 to be moved below item 8, and to add 2 items to the closed session:

- Personal matters about an identifiable individual (HR Matter)
- Advice that is subject to solicitor-client privilege (Developer)

Carried**3. Declaration Pecuniary Interest**

Councillor Duncan declared a conflict of interest on item 9.2 "Triton Engineering - Hillsburgh Dam and Bridge Class EA" due to the fact that his principal residence is in close proximity to the subject lands.

Councillor Duncan declared a conflict of interest on item 12.5 "Hillsburgh Library - Resident Comment" due to the fact that his principal residence is in close proximity to the subject lands.

7. Closed Session**Resolution # 16-476****Moved By** Councillor Smith**Seconded By** Councillor Sammut

Be it resolved that Council adjourns the meeting to proceed into a closed session at the hour of 1:04 PM to discuss the matter(s) under the following exemptions in the Municipal Act S. 239 (2) pertaining to:

- (b) personal matters about an identifiable individual, including municipal or local board employee (2 HR Matters);
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Hillsburgh Bridge and Dam, Developer)

Carried**8. Return from Closed Session****8.1 Motion to Reconvene****Resolution # 16-477****Moved By** Councillor Brennan**Seconded By** Councillor Smith

Be it resolved that the meeting be reconvened at the hour of 2:27 PM.

Carried**8.2 Report Out**

None

4. Community Announcements

Nov 23 to Jan 8 - Holiday Public Skating - Centre 2000

Nov 28-Dec 31 - Fundraiser for Damion Carney Lajoie

Dec 2-11 - Erin Theatre - ReVisions of Sugar Plums

Dec 7, 14 - East Wellington Family Health Team - Stress Management Workshops

Dec 10 - Erin Radio 91.7 - Erin Roots Concert Series Present "The Dirty Dishes"

Dec 15 - Erin Baby Café

Dec 17 - A Community Christmas presented by Orangeville Community Band - Centre 2000

Dec 26 - Erin Canadian Legion - Blood Donor Clinic 10 AM to 3 PM

Jan 1 - Mayor's Levee and Erin's Canada 150 Kick Off Fireworks

Details on these and more at www.erin.ca/whats-on/

2016 Erin Town Office Holiday Hours:

Please be advised that the Town Office will be closed from 1 PM Friday, December 23rd until 8:30 AM on Monday, January 2nd, 2017.

Council and staff wish everyone a very safe and happy holiday season.

5. Adoption of Minutes

Resolution # 16-478

Moved By Councillor Duncan

Seconded By Councillor Smith

Be it resolved that Council hereby adopts the following meeting minutes as circulated;

- November 15, 2016 - Regular Meeting
- November 23, 2016 - Special Council Meeting - Budget 2

Carried

6. Business Arising from the Minutes

Councillor Duncan - From Meeting Minutes from November 15, 2016

Item #7 Business Arising from the Minutes - Councillor Duncan - From Meeting Minutes November 8, 2016 Item 3.1 - the statement regarding the CVC.

Staff agreed to change the wording of the following statement: "They have been part of the Control Management Team from the beginning and have expressed agreement with the Assimilative Capacity figures."

to

"They have been part of the Core Management Team from the beginning and have not expressed disagreement with the Assimilative Capacity figures."

9. Delegations/Petitions/Presentations

9.1 Headwaters Tourism - Annual Delegation

Michele Harris, Executive Director of Headwaters Tourism presented her annual report to Council. She indicated that their vision is to position Headwaters as Ontario's premier rural tourism destination and that their mission is to integrate tourism into the regional economic development strategies of our partner municipalities, helping to build a robust and thriving tourism industry by working directly with tourism stakeholders across the region.

Headwaters Tourism recently was presented with three prestigious awards at the Tourism Industry Association of Ontario annual conference held in Ottawa - Tourism Innovator of the Year, in recognition of their initiative for the Parade of Horses; Tourism Print Collateral, for the magazine they put forward highlighting the region of Headwaters; and Tourism Marketing Campaign Award Under \$25,000, noting that they had a marketing budget of \$0.00 and that through the hard work and dedication of their volunteers they were successful in achieving the first hat-trick (3 awards) in the history of this event.

Resolution # 16-479

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council hereby receives Michele Harris' Annual Delegation from Headwater's Tourism.

Carried

Councillor Duncan left Council Chambers.

9.2 Triton Engineering - Hillsburgh Dam and Bridge Class EA

Paul Ziegler and Chris Clark from Triton Engineering began their presentation by providing a brief history of the Hillsburgh Dam, its pond and associated bridge (structure 2064). Under the Lakes and Rivers Improvement Act (LRIA), the Town of Erin is required to develop and implement a permanent solution for the dam.

Mr. Ziegler and Mr. Clark updated Council on items completed to date, and indicated the recommended preferred alternative as B1 - Rehabilitate the Dam and Reconstruct the Bridge.

Next steps include the issuance of the "Notice of Completion" to the Public and Agencies, circulation of the draft Project File Report and a recommended 45 day review period. Opportunity will be provided for review and response to any additional questions before the Town moves forward with the Class EA's Recommended Preferred Alternative.

Resolution # 16-480

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that Council hereby receives Hillsburgh Dam and Bridge Class EA presentation and accepts the draft Project File Report;

And that Triton Engineering proceed with the issuance of the Notice of Completion and circulation of the draft Project File Report.

Recorded Vote:

Councillor Brennan	Yes
Councillor Smith	Yes
Councillor Sammut	No
Mayor Alls	Yes

Carried

Councillor Duncan returned.

10. Reports

10.1 Fire and Emergency Services

10.1.1 Linda Dickson - CEMC - Emergency Management Reports

Linda Dickson, MCIP, RRP, CMMIII Emergency Management Professional, Emergency Manager-CEMC presented her Emergency Management Program Reports.

She outlined the municipal requirements as set out in the Emergency Management and Civil Protection Act and explained how the Town of Erin has fulfilled these requirements for 2016.

She provided Amendment 3 to the Emergency Response Plan for Wellington County and Member Municipalities, summarized the Emergency Response exercise which was held at the Town Office on October 31, 2016 and provided recommendations and action/directive items to be reviewed and implemented.

Resolution # 16-481

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council for the Town of Erin accepts the annual emergency management report,
and further that this report serves as the annual review of the Municipality's Emergency Management Program for 2016.

Carried

Resolution # 16-482

Moved By Mayor Alls

Seconded By Councillor Brennan

Be it resolved that Council hereby supports the adoption of the Amendment Number 3 to the Emergency Response Plan for the County of Wellington and the Member Municipalities, and further that Council authorizes the passing of a by-law adopting the amendment to the Emergency Response Plan.

Carried

Resolution # 16-483

Moved By Mayor Alls

Seconded By Councillor Brennan

Be it resolved that Council hereby receives this report and support she recommendations and identified implementation of the recommendations

And further that Council endorses the efforts of the Township's Emergency Management Program Committee with the assistance of the Emergency Management staff to undertake the completion of the recommendations in a timely manner.

Carried

10.2 Finance

10.2.1 Approval of Accounts

Resolution # 16-484

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council receives the *Deputy Treasurer's Report #2016-12A on "Approval of Accounts"* on December 6th, 2016.

Carried

10.3 Administration

10.3.1 Appointment of Alternates for the Mayor for 2017

Resolution # 16-485

Moved By Councillor Duncan

Seconded By Councillor Smith

Be it resolved that Council receives the report *Appointment of Alternates for the Mayor for 2017* of December 6, 2016;

And that Council directs the Clerk to work with Council Members to develop a schedule of alternates for the Mayor position for the 2017 calendar year.

Carried

10.4 Mayor

10.4.1 Mayor's Report

Resolution # 16-486**Moved By** Mayor Alls**Seconded By** Councillor Duncan**Whereas** it is the 150th anniversary of Canada's confederation in 2017 and as part of those celebrations**Be it resolved that** Town of Erin Mayor Allan Alls, Erin Town Councillors and County Councillor Ward 9 (Erin) hereby challenge our neighbouring counterparts in Guelph-Eramosa to a Tug-of War Match. The match will take place on Canada Day July 1st at Victoria Park Hillsburgh. Proceeds from the event will go to EWCS and substitutions of persons of similar physical stature for health or scheduling conflicts will be permitted.**Carried****10.5 Committees****Resolution # 16-487****Moved By** Councillor Brennan**Seconded By** Councillor Smith**Be it resolved that** Council hereby appoints Mark Kirk as a member of the Erin150 Committee.**Carried****10.5.1 Town of Erin Heritage Committee - TEHC - Minutes from October 17, 2016****Resolution # 16-488****Moved By** Councillor Sammut**Seconded By** Councillor Smith**Be it resolved that** Council receives the Town of Erin Heritage Committee Minutes from October 17, 2016 for information.**Carried****10.5.2 Let's Get Hillsburgh Growing Committee - LGHG - Minutes from October 20, 2016****Resolution # 16-489****Moved By** Councillor Sammut**Seconded By** Councillor Smith

Be it resolved that Council hereby receives the Let's Get Hillsburgh Growing Minutes from October 20, 2016 for information.

Carried

11. New Business

11.1 Appointment of alternate for the Mayor's Office for December 2016 Resolution # 16-490

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council appoints Councillor Sammut as acting Mayor for the month of December 2016 during any absences of Mayor Alls.

Carried

12. Correspondence

Activity List

- Centre 2000 Shared Use Agreement - moved to Q1 2017
- Mayor and Reeves Wall of Recognition – nearing completion
- Implementation of Reward Incentive Program – presentation to Council next meeting (Dec 20)
- Erin-Main St Crosswalk - moved to Q1 2017

Resolution # 16-491

Moved By Councillor Sammut

Seconded By Councillor Smith

Be it resolved that Council receives correspondence items 12.1 to 12.4 for information.

Carried

Councillor Duncan moved away from the table.

Resolution # 16-492

Moved By Mayor Alls

Seconded By Councillor Brennan

Be it resolved that Council hereby receives item 12.5 for information.

Carried

Councillor Duncan returned.

**12.6 Association of Municipalities Ontario (AMO) - Federal Infrastructure
Phase 2 Incrementality Resolution**

Resolution # 16-493

Moved By Councillor Brennan

Seconded By Councillor Smith

Whereas municipal governments' infrastructure is critical to our collective economic health;

Whereas stable, predictable and formula-based infrastructure funding allows municipal governments to plan and schedule investments in infrastructure;

Whereas Ontario municipal governments have asset management plans which set out a municipality's longer term capital plan which reflects the infrastructure priorities of these asset management plans; and

Whereas a federal incrementality rule interferes with municipal long-term infrastructure priorities and diminishes the value of municipal asset planning and management;

Now therefore be it resolved that the Corporation of the Town of Erin calls on the federal government to provide long-term, predictable, and formula-based funding in its Phase 2 programs for municipal governments; and

Be it also resolved that the Corporation of the Town of Erin calls on the federal government to change incremental requirements in Phase 2 to recognize in Ontario that a municipal government' asset management plan meets a municipal incremental infrastructure requirement.

Carried

13. By-Laws

Resolution # 16-494

Moved By Councillor Sammut

Seconded By Councillor Smith

Be it resolved that By-Law number 16–63 (confirming) is hereby passed.

Carried

14. Notice of Motion

None

15. Adjournment

Resolution # 16-495

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that the meeting be adjourned at the hour of 4:32 PM.

Carried

Mayor Allan Alls

Clerk Dina Lundy



Minutes of the Town of Erin Special Council Meeting

December 7, 2016

6:30 p.m.

Municipal Council Chamber

PRESENT:

Allan Alls

John Brennan

Matt Sammut

Rob Smith

Jeff Duncan

Mayor

Councillor

Councillor

Councillor

Councillor

STAFF PRESENT: **Derek McCaughan**

Dina Lundy

Trish Crawford

Ursula D'Angelo

Larry Wheeler

Greg Delfosse

Robyn Mulder

Dan Callaghan

Graham Smith

Joe Babin

Interim CAO

Clerk

Clerk's Assistant

Director of Finance

Financial Analyst

Roads Superintendent

Economic Development Officer

Fire Chief

Facility Manager

Water Superintendent

1. Call to Order

Mayor Alls called the meeting to order.

2. Declaration of Pecuniary Interest

Councillor Duncan declared a conflict of interest with reference to the Station Street Rehabilitation project due to the fact that his principal residence is in close proximity to the subject lands.

3. Report Out from previous meeting

Council has approved \$5,000 in the 2017 budget to develop a compensation policy.

Council has also approved a staff cost of living adjustment of 0.75% effective January 1, 2017, and 0.75% effective July 1, 2017, as well as a 0.5% increase in combined benefits.

4. **2017 Final Draft Budget - Presentation and Report**

The Director of Finance presented her Final Draft 2017 report to Council. Details were provided in the agenda package and will be posted on the website. She provided an overview of the following:

Operating Budget, Capital Budget, Tax Implications, Tax Collected Breakdown, Erin's Tax Trend, Reserves Forecast and Process Feedback.

The Director of Finance advised that Council and Department Heads will receive feedback forms and the Public can provide their feedback by emailing budget@erin.ca.

Resolution # 16-496

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council receive the staff report Final Draft 2017 Budget of December 7, 2016;

And that Council approves an increase of \$261,000 to the infrastructure reserve transfer to a total of \$483,896;

And that Council will consider the 2017 Budget By-law for a total of \$10,647,126 in the 2017 Operating Budget and \$5,631,626 in the 2017 Capital Budget as circulated during this meeting.

Carried

5. **By-laws**

Resolution # 16-497

Moved By Councillor Sammut

Seconded By Councillor Smith

Be it resolved that Council hereby approves the 2017 Budget as presented and adopts By-law 16-64, excluding the Station Street Rehabilitation project.

Carried

Councillor Duncan moved away from the table.

Resolution # 16-498

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that Council hereby approves the 2017 Budget as presented;

And that By-law 16-64 (2017 Budget) is hereby passed.

Carried

Councillor Duncan returned to the table.

Resolution # 16-499

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that By-law 16-65 (confirming) is hereby passed.

Carried

6. Adjournment

Resolution # 16-500

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that the meeting be adjourned at the hour of 7:02 PM.

Carried

Mayor Allan Alls

Clerk Dina Lundy



Staff Report

Report #: BD2016-29
Date: December 20, 2016
Submitted By: **Jessica Wilton – Building and Planning Assistant**
Subject: Building Permit Activity Report

Recommendations:

Be it resolved that Council hereby receives Building Department Building Activity Report dated December 20, 2016 for information.

Background:

Overall the building permit numbers this year are slightly up over last year's numbers. For the month of November 2016, we have issued 21 permits, 1 of which was for new housing starts compared to 19 permits, 5 of which were for new housing starts for November 2015.

See attached appendices for full breakdown of the comparison of the 2016 building permit activity vs. 2015 building permit activity.

Financial Impact:

None

Communications Plan:

To be presented at a regular council meeting for information

Appendices:

Appendix I – Building Permit to Date – November 2016
Appendix II – Monthly Comparison – November 2016

Town Of Erin

Permit Comparison Summary

Issued For Period **NOV 1,2016** To **NOV 30,2016**

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
Accessory Building						
Pool	0	0.00	0.00	1	200.00	40,000.00
Accessory Building - Residential						
Accessory Building - Residential	1	416.25	40,000.00	6	2,541.49	189,000.00
Demolition						
Demolition Permit	2	400.00	100.00	1	200.00	35,000.00
Farm Building						
Farm Building - Addition/renovation	2	1,500.00	54,000.00	0	0.00	0.00
Farm Building - New	1	1,800.00	102,000.00	2	1,587.52	40,500.00
Industrial						
Industrial	0	0.00	0.00	2	1,650.00	141,000.00
Residential						
Residential - Major	2	2,200.00	158,000.00	3	8,742.56	940,000.00
Residential - New						
Residential -SDR	4	14,932.81	1,950,000.00	0	0.00	0.00
Septic Permit						
Septic Permit	7	3,200.00	15,000.00	4	2,000.00	0.00
Septic Permit - Tank Replacement	0	0.00	0.00	2	400.00	8,000.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	19	21
Total Dwelling Units Created	5	1
Total Permit Value	2,319,100.00	1,393,500.00
Total Permit Fees	24,449.06	17,321.57
Total Compliance Letters Issued	5	7
Total Compliance Letter Fees	375.00	375.00

<u>Permit Charge</u>	<u>Amount</u>
Accessory Building - Residenti	2,541.49
Demolition Permit	200.00
Farm Building - New	1,587.52
Industrial	1,650.00
Pool	200.00
Residential - Major	8,742.56

Town Of Erin

Permit Comparison SummaryIssued For Period **NOV 1,2016** To **NOV 30,2016**

Septic Permit	2,000.00
Septic Permit - Tank Replaceme	400.00

Total	17,321.57
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Town Of Erin

Permit Comparison SummaryIssued For Period **NOV 1,2016** To **NOV 30,2016**

Type	Number	Property
Industrial	2016-0232	13 THOMPSON CRES
Industrial	2016-0233	13 THOMPSON CRES
Demolition Permit	2016-0239	9 STATION ST
Septic Permit - Tank Replacement	2016-0240	5496 FIRST LINE
Septic Permit	2016-0243	5812 SIXTH LINE
Pool	2016-0230	5893 THIRD LINE
Accessory Building - Residential	2016-0231	5893 THIRD LINE
Farm Building - New	2016-0241	9630 SIDEROAD 5
Residential - Major	2016-0238	6044 TRAFALGAR RD
Residential - Major	2016-0247	8984 HALTON-ERIN TLINE
Septic Permit	2016-0248	8984 HALTON-ERIN TLINE
Accessory Building - Residential	2016-0255	9471 SIDEROAD 17
Accessory Building - Residential	2016-0256	1 ERINWOOD DR
Accessory Building - Residential	2016-0257	1 WELLINGTON ST
Septic Permit	2016-0258	9508 WELLINGTON RD 42
Accessory Building - Residential	2016-0236	170 MAIN ST
Septic Permit - Tank Replacement	2016-0242	5663 FIRST LINE
Residential - Major	2016-0260	4929 SIXTH LINE
Septic Permit	2016-0261	4929 SIXTH LINE
Accessory Building - Residential	2016-0262	13 DIANNE RD
Farm Building - New	2016-0265	9734 SIDEROAD 5

Permit Comparison Summary

Issued For Period **JAN 1,2016** To **NOV 30,2016**

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
Accessory Building						
Deck	13	4,834.43	166,300.00	21	7,403.04	217,250.00
Pool	10	2,000.00	260,000.00	11	2,200.00	394,500.00
Accessory Building - Residential						
Accessory Building - Residential	29	19,427.92	1,017,000.00	44	27,511.07	1,480,500.00
Assembly						
Assembly	1	75.00	0.00	0	0.00	0.00
Change of Use						
Change of Use	1	750.00	0.00	5	2,460.90	207,050.00
Commercial						
Commercial	1	75.00	0.00	0	0.00	0.00
Commercial - Major renovation	5	5,700.00	215,778.00	1	2,000.00	30,000.00
Commercial - Minor renovation	0	0.00	0.00	2	950.00	30,000.00
Demolition						
Demolition Permit	6	1,200.00	15,150.00	11	2,200.00	105,250.00
Farm Building						
Farm Building - Addition/renovation	4	3,557.60	541,500.00	4	2,696.73	225,000.00
Farm Building - New	10	8,707.20	596,300.00	11	40,905.20	1,803,500.00
Industrial						
Industrial	1	7,470.00	150,000.00	5	9,650.00	1,461,000.00
Industrial - Major	2	7,070.00	506,000.00	2	3,417.50	2,160,000.00
Institutional						
Institutional - Minor	0	0.00	0.00	1	750.00	25,000.00
Residential						
Residential - Major	22	37,707.88	3,026,000.00	18	38,475.96	2,865,000.00
Residential - Minor	17	5,795.45	237,400.00	15	3,872.14	226,700.00
Residential - Multiple	3	11,400.00	980,000.00	0	0.00	0.00
Residential - New						
Residential -SDR	41	128,677.18	18,608,000.00	43	125,650.93	17,552,000.00
Septic Permit						
Septic Permit	62	28,500.00	15,000.00	60	28,650.00	108,500.00
Septic Permit - Class 2	0	0.00	0.00	1	500.00	0.00
Septic Permit - Tank Replacement	11	2,200.00	0.00	10	2,000.00	19,000.00
Tent						
Tent	8	1,600.00	1,200.00	7	1,400.00	6,500.00

Town Of Erin

Permit Comparison SummaryIssued For Period **JAN 1,2016** To **NOV 30,2016**

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	247	272
Total Dwelling Units Created	47	46
Total Permit Value	26,335,628.00	28,916,750.00
Total Permit Fees	276,747.66	302,693.47
Total Compliance Letters Issued	61	79
Total Compliance Letter Fees	4,500.00	5,475.00

<u>Permit Charge</u>	<u>Amount</u>
Accessory Building - Residenti	27,511.07
Change of Use	2,460.90
Commercial - Major renovation	2,000.00
Commercial - Minor renovation	950.00
Deck	7,403.04
Demolition Permit	2,200.00
Farm Building - Addition/renov	2,696.73
Farm Building - New	40,905.20
Industrial	9,650.00
Industrial - Major	3,417.50
Institutional - Minor	750.00
Pool	2,200.00
Residential - Major	38,475.96
Residential - Minor	3,872.14
Residential -SDR	125,650.93
Septic Permit	28,650.00
Septic Permit - Class 2	500.00
Septic Permit - Tank Replaceme	2,000.00
Tent	1,400.00
Total	302,693.47

Town Of Erin

Permit Comparison SummaryIssued For Period **JAN 1,2016** To **NOV 30,2016**

Type	Number	Property
Industrial	2015-0245F	32 PIONEER DR
Farm Building - Addition/renovatio	2015-0250	5674 FIFTH LINE
Residential -SDR	2015-0251	105 BESSEY CRT
Industrial - Major	2015-0245	32 PIONEER DR
Accessory Building - Residential	2015-0258	9491 SIDEROAD 17
Residential - Minor	2015-0257	5383 WELLINGTON RD 125
Septic Permit - Tank Replacement	2015-0259	4937 ERAMOSA-ERIN TL
Residential -SDR	2015-0260	9509 SIDEROAD 10
Septic Permit	2015-0261	9509 SIDEROAD 10
Commercial - Minor renovation	2016-0001	98 TRAFALGAR RD
Accessory Building - Residential	2015-0224	3 MARKET ST
Residential - Major	2015-0238	4973 TRAFALGAR RD
Septic Permit	2015-0254	5362 TRAFALGAR RD
Residential - Minor	2015-0128	18 ELLEN CRES
Residential - Major	2016-0002	5606 SIXTH LINE
Septic Permit	2016-0003	5606 SIXTH LINE
Septic Permit	2016-0004	5606 SIXTH LINE
Residential - Minor	2016-0007	5135 NINTH LINE
Industrial	2015-0214	16 ERINVILLE DR
Septic Permit	2015-0242	16 ERINVILLE DR
Accessory Building - Residential	2015-0253	9239 SIDEROAD 27
Residential -SDR	2015-0221	5937 FOURTH LINE
Septic Permit - Class 2	2015-0222	5937 FOURTH LINE
Accessory Building - Residential	2015-0223	5937 FOURTH LINE
Septic Permit	2016-0012	5937 FOURTH LINE
Accessory Building - Residential	2016-0011	5788 TENTH LINE
Residential -SDR	2016-0005	18 WATERFORD DR
Septic Permit	2016-0006	18 WATERFORD DR
Demolition Permit	2016-0008	5542 FIRST LINE
Residential -SDR	2016-0009	5538 SIXTH LINE
Septic Permit	2016-0010	5538 SIXTH LINE
Residential - Minor	2016-0013	76 TRAFALGAR RD
Residential - Minor	2016-0014	5279 NINTH LINE
Residential - Minor	2016-0015	14 ELLEN CRES
Septic Permit	2016-0016	44 MILL ST
Accessory Building - Residential	2016-0017	9368 HALTON-ERIN TLINE
Residential - Major	2015-0241	26 TREELONG CRES
Farm Building - Addition/renovatio	2016-0019	6124 TRAFALGAR RD
Residential -SDR	2016-0021	109 BESSEY CRT
Septic Permit	2016-0022	109 BESSEY CRT
Septic Permit	2016-0027	184 MAIN
Demolition Permit	2016-0020	170 MAIN ST
Residential - Major	2016-0023	58 TRAFALGAR RD
Accessory Building - Residential	2016-0030	9390 WELLINGTON RD 124

Town Of Erin

Permit Comparison Summary

Issued For Period	JAN 1,2016	To	NOV 30,2016
Demolition Permit	2016-0024		5242 FIRST LINE
Residential -SDR	2016-0025		5242 FIRST LINE
Septic Permit	2016-0026		5242 FIRST LINE
Residential - Major	2016-0032		9506 WELLINGTON RD 42
Deck	2016-0033		46 STEWART DR
Residential -SDR	2016-0028		5287 SIXTH LINE
Septic Permit	2016-0029		5287 SIXTH LINE
Residential - Major	2016-0031		5296 TRAFALGAR RD
Farm Building - New	2016-0034		9744 WELLINGTON RD 22
Accessory Building - Residential	2016-0035		9620 WELLINGTON RD 42
Septic Permit - Tank Replacement	2016-0040		9310 WELLINGTON RD 22
Commercial - Major renovation	2015-0256		2 THOMPSON CRES
Septic Permit	2016-0018		9302 SIDEROAD 9
Residential -SDR	2016-0039		9302 SIDEROAD 9
Septic Permit - Tank Replacement	2016-0048		9664 SIDEROAD 5
Residential -SDR	2016-0043		9471 SIDEROAD 17
Septic Permit	2016-0044		9471 SIDEROAD 17
Accessory Building - Residential	2016-0045		5257 EIGHTH LINE
Accessory Building - Residential	2016-0046		5 FRANK LANE
Septic Permit - Tank Replacement	2016-0052		5068 THIRD LINE
Change of Use	2016-0036		7 HOWE ST
Institutional - Minor	2016-0037		7 HOWE ST
Change of Use	2016-0042		5422 SECOND LINE
Pool	2016-0047		11 STEWART DR
Farm Building - New	2016-0049		5682 FOURTH LINE
Pool	2016-0041		5372 NINTH LINE
Farm Building - New	2016-0053		9734 SIDEROAD 5
Deck	2016-0054		4978 EIGHTH LINE
Septic Permit	2016-0056		9465 SIDEROAD 17
Residential - Major	2016-0058		14 CENTRE ST
Accessory Building - Residential	2016-0059		4930 TRAFALGAR RD
Demolition Permit	2016-0062		5429 FIRST LINE
Deck	2016-0033R		46 STEWART DR
Deck	2016-0050		5561 THIRD LINE
Accessory Building - Residential	2016-0051		5561 THIRD LINE
Pool	2016-0064		133 CREWSON CRT
Pool	2016-0065		4942 TENTH LINE
Septic Permit	2016-0068		4989 EIGHTH LINE
Deck	2016-0063		5450 FIRST LINE
Tent	2016-0066		5555 FOURTH LINE
Accessory Building - Residential	2016-0071		9537 WELLINGTON RD 124
Deck	2016-0072		5367 EIGHTH LINE
Change of Use	2016-0055		76 MAIN ST
Residential -SDR	2016-0069		5682 THIRD LINE
Septic Permit	2016-0070		5682 THIRD LINE

Town Of Erin

Permit Comparison Summary

Issued For Period	JAN 1,2016	To	NOV 30,2016
Deck	2016-0082		4918 FIRST LINE
Deck	2016-0073		5748 EIGHTH LINE
Demolition Permit	2016-0077		5318 WELLINGTON RD 125
Residential -SDR	2016-0074		9532 SIDEROAD 10
Septic Permit	2016-0075		9532 SIDEROAD 10
Residential - Minor	2016-0076		9765 SIDEROAD 10
Residential -SDR	2016-0078		5920 WINSTON CHUR BLVD
Septic Permit	2016-0079		5920 WINSTON CHUR BLVD
Industrial - Major	2016-0038		300 MAIN ST
Residential -SDR	2016-0080		5041 THIRD LINE
Septic Permit	2016-0081		5041 THIRD LINE
Residential - Major	2016-0083		8857 SIDEROAD 17
Septic Permit	2016-0084		8857 SIDEROAD 17
Residential -SDR	2016-0085F		8786 SIDEROAD 17
Accessory Building - Residential	2016-0057		42 TREELONG CRES
Residential -SDR	2016-0060F		170 MAIN ST
Change of Use	2016-0061		100 TRAFALGAR RD
Farm Building - Addition/renovatio	2016-0088		5240 EIGHTH LINE
Accessory Building - Residential	2016-0089		5499 SECOND LINE
Tent	2016-0091		5000 FIRST LINE
Deck	2016-0087		6 ERINLEA CRES
Deck	2016-0090		5882 FIFTH LINE
Deck	2016-0092		19 KENNETH AVE
Septic Permit	2016-0100		8812 WELLINGTON RD 124
Tent	2016-0093		5377 TRAFALGAR RD
Deck	2016-0094		5253 FOURTH LINE
Tent	2016-0095		8720 WELLINGTON RD 50
Accessory Building - Residential	2016-0096		32 DOUGLAS CRES
Demolition Permit	2016-0103		5197 FOURTH LINE
Residential - Minor	2016-0067		1 PINE RIDGE RD
Residential -SDR	2016-0101		5429 FIRST LINE
Pool	2016-0104		9 HOWE ST
Tent	2016-0110		252 MAIN ST
Residential - Minor	2016-0109		3 WELLINGTON ST
Septic Permit	2016-0102		5429 FIRST LINE
Residential - Minor	2016-0117		112 TRAFALGAR RD
Pool	2016-0120		9630 WELLINGTON RD 42
Accessory Building - Residential	2015-0003		248 MAIN ST
Residential -SDR	2016-0115		5542 FIRST LINE
Septic Permit	2016-0116		5542 FIRST LINE
Septic Permit	2016-0086		8786 SIDEROAD 17
Residential -SDR	2016-0085		8786 SIDEROAD 17
Accessory Building - Residential	2016-0121		112 TRAFALGAR RD
Septic Permit	2016-0130		170 MAIN ST
Industrial	2016-0108		44 ERIN PARK DR

Town Of Erin

Permit Comparison Summary

Issued For Period	JAN 1,2016	To	NOV 30,2016
Septic Permit		2016-0111	44 ERIN PARK DR
Residential -SDR		2016-0126	6103 FOURTH LINE
Septic Permit		2016-0127	6103 FOURTH LINE
Residential -SDR		2016-0128	5519 WELLINGTON RD 26
Septic Permit		2016-0129	5519 WELLINGTON RD 26
Septic Permit - Tank Replacement		2016-0133	39 LEADER CRT
Residential -SDR		2016-0112	9383 WELLINGTON RD 124
Septic Permit		2016-0113	9383 WELLINGTON RD 124
Residential -SDR		2016-0135	5706 FOURTH LINE
Septic Permit		2016-0136	5706 FOURTH LINE
Accessory Building - Residential		2016-0138	5022 SIXTH LINE
Residential -SDR		2016-0140	9375 WELLINGTON RD 124
Septic Permit		2016-0141	9375 WELLINGTON RD 124
Deck		2016-0118	4955 FIRST LINE
Residential - Major		2016-0119	5459 TRAFALGAR RD
Pool		2016-0125	9168 SIDEROAD 10
Residential - Major		2016-0131	9121 ERIN-GARAFRAXA TL
Septic Permit		2016-0132	9121 ERIN-GARAFRAXA TL
Accessory Building - Residential		2016-0146	9765 SIDEROAD 10
Demolition Permit		2016-0147	9358 HALTON-ERIN TLINE
Residential -SDR		2016-0148	9358 HALTON-ERIN TLINE
Septic Permit		2016-0149	9358 HALTON-ERIN TLINE
Septic Permit - Tank Replacement		2016-0153	29 DOUGLAS CRES
Deck		2016-0155	9456 SIDEROAD 10
Farm Building - Addition/renovatio		2016-0134	5001 NINTH LINE
Accessory Building - Residential		2016-0150	9444 WELLINGTON RD 124
Pool		2016-0152	12 PATRICK DR
Accessory Building - Residential		2016-0156	9227 WELLINGTON RD 124
Farm Building - New		2016-0099	5991 SECOND LINE
Residential -SDR		2016-0144	9381 WELLINGTON RD 124
Septic Permit		2016-0145	9381 WELLINGTON RD 124
Pool		2016-0157	5721 EIGHTH LINE
Residential -SDR		2016-0142	9377 WELLINGTON RD 124
Septic Permit		2016-0143	9377 WELLINGTON RD 124
Accessory Building - Residential		2016-0098	5443 FIFTH LINE
Farm Building - New		2016-0105	5682 THIRD LINE
Residential -SDR		2016-0137	107 TURNER CRT
Septic Permit		2016-0139	107 TURNER CRT
Residential - Major		2016-0154	5726 TENTH LINE
Residential - Major		2016-0160	5228 TENTH LINE
Residential -SDR		2016-0060	170 MAIN ST
Residential -SDR		2016-0161F	9195 SIDEROAD 24
Demolition Permit		2016-0122	5753 THIRD LINE
Residential -SDR		2016-0123	5753 THIRD LINE
Septic Permit		2016-0124	5753 THIRD LINE

Town Of Erin

Permit Comparison Summary

Issued For Period	JAN 1,2016	To	NOV 30,2016
Deck		2016-0164	5685 SIXTH LINE
Residential -SDR		2016-0158	5509 FOURTH LINE
Septic Permit		2016-0159	5509 FOURTH LINE
Change of Use		2016-0163	111 TRAFALGAR RD
Farm Building - New		2016-0165	5023 ERAMOSIA-ERIN TL
Residential - Minor		2016-0166	4917 ERAMOSIA-ERIN TL
Accessory Building - Residential		2016-0170	121 BESSEY CRT
Septic Permit		2016-0167	9097 SIDEROAD 10
Deck		2016-0168	5858 FOURTH LINE
Residential -SDR		2016-0172	WELLINGTON RD 22
Septic Permit		2016-0173	WELLINGTON RD 22
Septic Permit		2016-0174	8720 SIDEROAD 15
Residential - Major		2016-0175	5845 TENTH LINE
Septic Permit		2016-0162	9195 SIDEROAD 24
Residential -SDR		2016-0161	9195 SIDEROAD 24
Deck		2016-0169	10 GARDEN CRT
Tent		2016-0182	8729 SIDEROAD 15
Accessory Building - Residential		2016-0176	5903 EIGHTH LINE
Accessory Building - Residential		2016-0181	5903 EIGHTH LINE
Residential -SDR		2016-0177	5050 FIRST LINE
Residential - Minor		2016-0183	13 CREDIT RIVER RD
Septic Permit		2016-0178	5050 FIRST LINE
Accessory Building - Residential		2016-0171	9383 WELLINGTON RD 124
Pool		2016-0184	135 DELARBRO DR
Septic Permit		2016-0189	5053 NINTH LINE
Demolition Permit		2016-0180	5746 TRAFALGAR RD
Deck		2016-0106	4982 WINSTON CHUR BLVD
Septic Permit		2016-0130R	170 MAIN ST
Residential - Minor		2016-0190	5198 FIRST LINE
Accessory Building - Residential		2016-0193	9762 SIDEROAD 10
Accessory Building - Residential		2016-0195	6123 WELLINGTON RD 26
Residential - Major		2016-0179	9767 SIDEROAD 27
Commercial - Minor renovation		2016-0191	126 MAIN ST
Accessory Building - Residential		2016-0186	19 CHURCH ST
Accessory Building - Residential		2016-0194	30 ARMSTRONG ST
Residential -SDR		2016-0192	MAIN S/S
Residential -SDR		2016-0196	8922 WELLINGTON RD 124
Septic Permit		2016-0197	8922 WELLINGTON RD 124
Accessory Building - Residential		2016-0151	8702 WELLINGTON RD 124
Residential - Major		2016-0200	8816 WELLINGTON RD 124
Septic Permit		2016-0201	8816 WELLINGTON RD 124
Farm Building - New		2016-0210	9319 ERIN-GARAFRAXA TL
Residential - Minor		2016-0214	9157 SIDEROAD 17
Accessory Building - Residential		2016-0220	235 DELARBRO DR
Deck		2016-0221	5228 TENTH LINE

Town Of Erin

Permit Comparison Summary

Issued For Period	JAN 1,2016	To	NOV 30,2016
Farm Building - New	2016-0198		5830 SIXTH LINE
Tent	2016-0223		184 MAIN
Accessory Building - Residential	2016-0211		5855 SECOND LINE
Residential -SDR	2016-0218		9560 SIDEROAD 5
Residential -SDR	2016-0204		8837 WELLINGTON RD 124
Septic Permit	2016-0205		8837 WELLINGTON RD 124
Accessory Building - Residential	2016-0213		109 BESSEY CRT
Farm Building - New	2016-0222		9257 ERIN-GARAFRAXA TL
Deck	2016-0224		5037 NINTH LINE
Septic Permit	2016-0227		5879 FIFTH LINE
Septic Permit	2016-0219		9560 SIDEROAD 5
Residential -SDR	2016-0206		9193 SIDEROAD 24
Septic Permit	2016-0226		9193 SIDEROAD 24
Deck	2016-0228		4934 THIRD LINE
Residential - Minor	2016-0188		5382 WINSTON CHUR BLVD
Septic Permit - Tank Replacement	2016-0202		4960 TENTH LINE
Septic Permit - Tank Replacement	2016-0229		5644 SIXTH LINE
Accessory Building - Residential	2016-0225		4917 NINTH LINE
Demolition Permit	2016-0237		5450 THIRD LINE
Residential -SDR	2016-0207		5542 EIGHTH LINE
Septic Permit	2016-0208		5542 EIGHTH LINE
Accessory Building - Residential	2016-0209		5542 EIGHTH LINE
Residential -SDR	2016-0215		5540 EIGHTH LINE
Septic Permit	2016-0216		5540 EIGHTH LINE
Accessory Building - Residential	2016-0217		5540 EIGHTH LINE
Residential -SDR	2016-0234		117 BESSEY CRT
Septic Permit	2016-0235		117 BESSEY CRT
Industrial	2016-0232		13 THOMPSON CRES
Industrial	2016-0233		13 THOMPSON CRES
Demolition Permit	2016-0239		9 STATION ST
Septic Permit - Tank Replacement	2016-0240		5496 FIRST LINE
Septic Permit	2016-0243		5812 SIXTH LINE
Pool	2016-0230		5893 THIRD LINE
Accessory Building - Residential	2016-0231		5893 THIRD LINE
Farm Building - New	2016-0241		9630 SIDEROAD 5
Residential - Major	2016-0238		6044 TRAFALGAR RD
Residential - Major	2016-0247		8984 HALTON-ERIN TLINE
Septic Permit	2016-0248		8984 HALTON-ERIN TLINE
Accessory Building - Residential	2016-0255		9471 SIDEROAD 17
Accessory Building - Residential	2016-0256		1 ERINWOOD DR
Accessory Building - Residential	2016-0257		1 WELLINGTON ST
Septic Permit	2016-0258		9508 WELLINGTON RD 42
Accessory Building - Residential	2016-0236		170 MAIN ST
Septic Permit - Tank Replacement	2016-0242		5663 FIRST LINE
Residential - Major	2016-0260		4929 SIXTH LINE

Town Of Erin

Permit Comparison Summary

Issued For Period JAN 1,2016 To NOV 30,2016

Septic Permit	2016-0261	4929 SIXTH LINE
Accessory Building - Residential	2016-0262	13 DIANNE RD
Farm Building - New	2016-0265	9734 SIDEROAD 5

ERIN FIRE & EMERGENCY SERVICES

Monthly Fire Report



REPORT MONTH:		OCTOBER 2016											
		ERIN STATION #10				HILLSBURGH STATION #50				EAST GARAFRAXA			
		Mthly Total	2016 YTD	2015 YTD	\$ Loss Mthly	Mthly Total	2016 YTD	2015 YTD	\$ Loss Mthly	Mthly Total	2016 YTD	2015 YTD	\$ Loss Mthly
F I R E:	Type not specified:												
	Structure:			5			3	5				1	
	Vehicular:		3	1			1	1				1	
	Grass, Rubbish, etc:		11	4			3	5				1	
	Other:	3	17	16			5	7					
		Mthly TTL	2016 YTD	2015 YTD		Mthly TTL	2016 YTD	2015 YTD		Mthly TTL	2016 YTD	2015 YTD	
	Medical Assist:	6	74	74		4	54	54				2	
	Motor Vehicle Collision:		13	29			9	8				10	
	Erin/Hillsburgh Assist		5	11			3	9					
	Mutual Aid:	2	3	1			3	4					
	C.O. Calls:		3	4			2	6					
	False Alarms:												
	Alarm Activation:	6	28	13		4	9	11				5	
	Standby/Assist to Other Depts:												
	Burning Complaints:												
	Incorrect Pages:		1	1			2	4					
	Other:	1	15	11		1	9	5				1	
		MTHLY	2016 YTD	2015 YTD		MTHLY	2016 YTD	2015 YTD		MTHLY	2016 YTD	2015 YTD	
	TOTALS:	18	173	170		9	103	119		0	0	21	
	Estimated Total \$ Loss Due to Fire:	\$0	\$21,500	\$628,000		\$0	\$689,000	\$650,000		\$0	\$0	\$0	

Respectfully submitted, *Dan Callaghan* Fire Chief



Staff Report

Report #: 2016-20F

Date: December-20-16

Submitted By: Ursula D'Angelo, Director of Finance

Subject: Ontario Community Infrastructure Fund (OCIF) Formula-Based Component

Recommendations:

Be it resolved that Council receive the staff report Ontario Community Infrastructure Fund (OCIF) Formula-Based Component on December 20, 2016.

And that Council will consider the agreement by-law during that portion of the meeting.

Background:

OCIF began in 2014 to help small and rural communities with infrastructure projects. There is a formula component and a top up component. Below is a table with the Town's formula base allocation for 2016 and 2017 and projected allocation for 2018 and 2019.

2016	\$59,729
2017	\$115,575
2018	\$164,408
2019	\$258,604

In order for the Town to receive the allocation, the Province requires Council to approve the by-law presented at this meeting.

Financial Impact:

There are two projects that are funded by formula-based OCIF in the 2017 Capital Budget. Sidewalk maintenance (\$60,000) is fully funded and bridge culvert maintenance (project cost \$606,700) is partially funded by \$55,575.

Consultation:

Senior management

Communications Plan:

Council Report will be available on the Town's website. Required information will be forwarded to the Province.

Conclusion:

Thus, Council receive the report and approve the by-law presented at this meeting to comply with Provincial requirements in order to receive formula-based OCIF funding.

Appendices:

Appendix A – Allocation Notice 2017



**Ontario Community Infrastructure Fund (OCIF)
Formula-based Component**

Allocation Notice

**Ministry of Infrastructure
Ministry of Agriculture, Food and Rural Affairs**

Town of Erin

July 2016

Disponible en français

Ontario Community Infrastructure Fund (OCIF) Formula-based Component: Allocation Notice

Town of Erin

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Page 5	Calculation of Indicator 1 (ratio of core infrastructure to weighted property assessment)
Page 6	Calculation of Indicator 2 (ratio of core infrastructure per household to median household income)
Page 7	Calculation of Grant

Please Note: Due to rounding, some calculations may vary from the results shown.

Terms and Conditions

Receipt of the formula allocations noted on page 3 are conditional upon:

- Entering into a funding agreement with the Province on terms and conditions that are satisfactory to the Province.
- Compliance with all of the terms and conditions of your existing OCIF formula-based funding agreement.

The Province reserves the right to adjust or terminate without notice or consent, for any reason, any allocation or proposed allocation contained in this notice, including the proposed allocations in future years, to account for any changes in your situation, the Ontario Community Infrastructure Fund program guidelines or other parameters or administrative procedures.

Ontario Community Infrastructure Fund (OCIF) Formula-based Component: Allocation Notice

Town of Erin

Overview

Formula-based funding

Your community's formula-based allocation of funding (allocation) under the Ontario Community Infrastructure Fund for the next three years is as follows:

2017 formula allocation	\$115,575
2018 proposed formula allocation	\$164,408
2019 proposed formula allocation	\$258,604
Infrastructure Index	-0.149
Percentage points away from median	-12.8

Starting in January 2017, the Province proposes to make payments in accordance with the following schedule

- Allocations of \$150,000 or less will be provided in one payment;
- Allocations greater than \$150,000 but less than \$1 million will be provided through 6 payments; and
- Allocations greater than \$1 million will be provided through 12 payments.

Top-up funding

The new top-up component will allow municipalities with critical infrastructure projects to submit proposals to bring their total OCIF funding up to \$2 million over two years. Eligibility for the 2016 intake is targeted to communities whose formula grants in 2017 and 2018 add up to less than \$2 million and who did not receive funding under the last application-based intake.

If your community is eligible, you may apply for up to 90% of a project's eligible costs or the top-up funding cap noted in the table below (whichever is less). The top-up funding cap is based on the amount your community is receiving under the formula-based component.

Eligibility for 2016 top-up intake	Eligible
Top-up funding cap*	\$1,720,017

* Calculated by subtracting your community's combined 2017 and 2018 formula allocations from \$2-million.

Next allocation notice

You will receive an updated allocation notice in 2017. It will advise you of your 2020 proposed formula-based allocation, as well as eligibility and maximum funding available, if any, to your community under the 2017 intake of the top-up component.

Ontario Community Infrastructure Fund (OCIF)

Town of Erin

Adjusted Core Infrastructure

Table 1 - Calculation of Adjusted Core Infrastructure

A	Adjusted Core Infrastructure: A1 + (A2 x A3)	\$136,886,976
	1. Municipality's core infrastructure	\$71,191,414
	2. Core infrastructure of upper tier	\$426,603,062
	3. Weighted assessment ratio (% of upper tier)	15.3997%

Data Sources

- **Core infrastructure:** assets valued at cost as reported in Schedule 51 of the Financial Information Return (FIR).

The best of 2014 or 2015 FIR data is used - whichever yields a higher total core infrastructure value for the municipality.

FIR Categories included are:

<u>Line</u>	<u>Item</u>
611	Roads - Paved
612	Roads - Unpaved
613	Roads - Bridges and Culverts
614	Roadways - Traffic Operations & Roadside Maintenance
621	Winter Control - except Sidewalks, Parking Lots
622	Winter Control - Sidewalks, Parking Lots only
650	Street Lighting
811	Wastewater Collection/Conveyance
812	Wastewater Treatment and Disposal
821	Urban Storm Sewer System
822	Rural Storm Sewer System
831	Water Treatment
832	Water Distribution/Transmission

- **Weighted property assessment:** Measures the size of the municipality's tax base. Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes (PILs) retained by the municipality). Data sources: 2015 returned roll and 2016 starting tax ratios (Municipal Property Assessment Corporation (MPAC) and municipal tax rate bylaws) and Municipal FIRs (2014 or 2013 for PILs).

Ontario Community Infrastructure Fund (OCIF)

Town of Erin

Calculation of Indicators

Table 2a - Indicator 1 (ratio of adjusted core infrastructure to weighted assessment)

Indicator 1 Value for Municipality

A	Indicator 1 Value: (A1 ÷ A2)	0.066
	1. Municipality's adjusted core infrastructure	\$136,886,976
	2. Municipality's weighted property assessment	\$2,088,947,644

Indicator 1 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.002
C	Median Value	0.083
D	Highest Value	0.302

Calculation of Re-weighted Indicator 1

E	Difference between Indicator Value and Median (A - C)	-0.017
F	Difference between the Median and the Minimum Value (C - B)	0.080
G	Re-weighted Indicator 1 (E ÷ F)	-0.212

Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Ontario Community Infrastructure Fund (OCIF)

Town of Erin

Calculation of Indicators

Table 2b - Indicator 2 (ratio of core infrastructure per household to median household income)

Indicator 2 Value for Municipality

A	Indicator 2 Value: $((A1 \div A2) \div A3)$	0.328
	1. Municipality's adjusted core infrastructure	\$136,886,976
	2. Municipality's number of households	4,313
	3. Municipality's median household income	\$96,876

Indicator 2 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.014
C	Median Value	0.357
D	Highest Value	1.141

Calculation of Re-weighted Indicator 2

E	Difference between Indicator Value and Median (A - C)	-0.030
F	Difference between the Median and Minimum Value (C - B)	0.343

G	Re-weighted Indicator 2 (E ÷ F)	-0.086
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Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Data Sources

Median household income: Statistics Canada's measure of median income for all private households (2011).

Ontario Community Infrastructure Fund (OCIF)

Town of Erin

Table 3 - Total Grant

Infrastructure Index

A	Infrastructure Index: $((A1 + A2) \div 2)$	-0.149
	1. Re-weighted Indicator 1	-0.212
	2. Re-weighted Indicator 2	-0.086

Calculation of Funding per \$100,000 of Core Infrastructure

B	2017 Funding per \$100,000 Core Infrastructure: $(\\$179 + \\$13 \times (A - B1) \div 10\%)$	\$162.34
C	2018 Funding per \$100,000 Core Infrastructure: $(\\$254 + \\$18 \times (A - C1) \div 10\%)$	\$230.94
D	2019 Funding per \$100,000 Core Infrastructure: $(\\$394 + \\$24 \times (A - D1) \div 10\%)$	\$363.25
	1. Median of Infrastructure Indices of all Eligible Municipalities	-0.021

Calculation of Grant

E	2017 Total Grant: Maximum of $(B \times E1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$115,575
F	2018 Total Grant: Maximum of $(C \times F1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$164,408
G	2019 Total Grant: Maximum of $(D \times G1 \div \\$100,000)$ or \$50,000 (i.e. whichever is greater)	\$258,604
	1. Municipality's total core infrastructure	\$71,191,414

Note

Lines B, C and D: Since the index is above the median, the funding per \$100,000 of core infrastructure is greater than \$179 in 2017, \$254 in 2018 and \$394 in 2019. Please refer to the program guidelines for details on the minimum and maximum funding provided per \$100,000 of core infrastructure.



Staff Report

Report #: 2016-21F

Date: December-20-16

Submitted By: Ursula D'Angelo, Director of Finance

Subject: Appointment of Auditor for 2016 Year End

Recommendations:

Be it resolved that Council receive the staff report Appointment of Auditor for 2016 Year End on December 20, 2016.

And that Council appoint Robinson, Lott & Brohman LLP, Guelph as auditors for 2016 and to express an opinion on the Town's annual financial statements.

Background:

The *Municipal Act, 2001*, Section 296 requires that each Ontario municipality appoints an auditor licensed under the *Public Accounting Act, 2004* to be responsible for the annual auditing of all transactions and to express an opinion on the financial statement.

Robinson, Lott & Brohman LLP (RLB) have been the Town's auditors since 2004. In 2010, a five year term was approved with expiration in 2014. This year, a request to continue with RLB as an auditor was approved by Council on February 16, 2016 for 2015 year end. Similarly, this year, we ask Council to consider re-appointing RLB for the following reasons.

- New financial software will require support from auditors
- Knowledge of internal controls, financial system and processes

For the summer of 2017, staff will follow the formal "Request for Proposal" process to appoint an auditor for a 5 year term.

Financial Impact:

The 2016 Budget includes sufficient allocation to cover audit fees.

Consultation:

Senior management

Communications Plan:

Council Report will be available on the Town's website.

Conclusion:

Thus, re-appointing RLB as auditors for 2016 year end will provide consistent approach to audit and opinion of Town's financial statements.

Appendices:



Staff Report

Report #: 2016-12B
Date: December-20-16
Submitted By: Gail Broadfield, Deputy Treasurer
Subject: Approval of Accounts

Recommendations:

Be it resolved that Council receives the *Deputy Treasurer's Report #2016-12B on "Approval of Accounts"* on December 20th, 2016 .

Background:

Invoices in the amounts listed below have been authorized for payment by Department Heads, or their designates, and entered for payment as follows:

Cheque Listing	#1147	\$	312,667.01
	#1148	\$	415.65
	#1149	\$	2,341.96
	#1150	\$	15,543.00
	#1151	\$	896.68
	#1152	\$	4,461,628.78
TOTAL		\$	<u>4,793,493.08</u>

LARGER PAYMENTS

Cheque #50953 \$ 140,352.06 – Town of Caledon – Winston Churchill Bridge
 Cheque #51050 \$ 136,064.59 – WCDSB – Final Tax Levy
 Cheque #51047 \$ 926,432.64 – UGDSB – Final Tax Levy
 Cheque #51021 \$ 3,302,124.17 – County of Wellington – Final Tax Levy

Financial Impact:

The accounts, as listed, will be paid as submitted.

Consultation:

Department Heads and CAO.

Communications Plan:

Regular report to Council.

Conclusion:

That Council receives the report from the Deputy Treasurer regarding the payment of the Accounts.

Appendices:

N/A



Staff Report

Report #: 2016-08C

Date: December-20-16

Submitted By: **Dina Lundy, Clerk**

Subject: Closed Meeting Investigator Appointment

Recommendations:

Be it resolved that Council receive the Clerk's report *Closed Meeting Investigator Appointment* of December 20, 2016;

And that Council hereby approves the recommendation to re-appoint John Maddox of JGM Consulting for a two year term commencing January 1, 2017;

And that Council will consider the authorizing by-law during this meeting.

Background:

Section 239 of the Municipal Act contains exemptions for which Council may hold closed session meetings. Under the Act, any person can request an investigation into whether the provisions of section 239 have been complied with. It has been the recommendation of this office in the past, and currently remains, to appoint an investigator as provided for under the legislation.

In the past, Council appointed Local Authority Services in 2007, and Norm Gamble in 2011 to perform investigative services. As of January 2015, the appointment of a closed meeting investigator has been a joint effort between several Wellington County Municipalities, and the County of Wellington. John Maddox of JGM Consulting has been appointed, and an annual retainer of \$1,000 for the County and \$300 for each member municipality is provided by the County in January of every year. The municipality does not incur any cost, unless an investigation is undertaken.

The appointment of a closed meeting investigator is beneficial to the Town and the public. It allows for municipal expertise, consistent quality, and expedient and impartial investigation processes. It assists Council to demonstrate its' commitment to accountability and transparency in managing municipal affairs. Additionally, with each investigation, there is opportunity for continuing education in these matters to ensure that members remain well-informed, and act accordingly under legislation.

Mr. Maddox was last appointed for a two year term commencing January 1, 2015. As the contract is about to expire, and the co-operative effort with member municipalities and the County continues, staff is recommending that Mr. Maddox be appointed for a further two year term commencing January 1, 2017.

Financial Impact:

Financial impact to the Town is only realized if the municipality receives complaints that, in the opinion of the investigator, warrant an investigation.

Consultation:

Wellington County Clerks

Communications Plan:

Council report and by-law to be passed. Information on the Town website will not change.

Conclusion:

It is recommended that Council exercise the provisions in the Municipal Act, and continue to appoint a closed meeting investigator to ensure a mechanism for independent and expedient investigation of complaints, and as a measure of accountability and transparency, to which Council has shown its commitment.

Appendices:

Proposed By-law



The Corporation of the Town of Erin

By-Law # 16-

**Being a By-law to appoint Mr. John Maddox,
JGM Consulting as the Town of Erin
Meeting Investigator, pursuant to the agreement
authorized under the County of Wellington By-law 5500-16**

WHEREAS Section 239.2 of the Municipal Act, 2001, S.O. 2001, c.25 as amended authorizes municipalities to appoint an investigator who has the function to investigate a complaint made with respect to compliance of section 239 in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation;

AND WHEREAS Council deems it desirable to appoint John Maddox as the Investigator to investigate all requests on behalf of the Municipality and its Local Boards;

NOW THEREFORE THE COUNCIL OF TOWN OF ERIN HEREBY ENACTS AS FOLLOWS:

1. That Council hereby appoints John Maddox as the independent Investigator to investigate in accordance with the legislation all requests for an investigation of the Council and Committees of the Municipality and the Local Boards and their Committees of the Municipality pursuant to Section 239.2(1) of the Act;
2. The appointment shall be for an initial term of two years commencing the first day of January, 2017.
3. The Agreement between Wellington County and John Maddox for shared investigative services attached hereto is hereby adopted, as authorized by the County of Wellington By-law 5500-16.
4. This By-law comes into force and effect on the day of its passing.

Passed in open Council, on December 20, 2016.

Acting Mayor, Matt Sammut

Clerk, Dina Lundy

THIS AGREEMENT dated January ____, 2017

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON
(Hereinafter referred to collectively as the “Municipality”)

- AND-

JGM CONSULTING
(Hereinafter referred to as the “Independent Contractor”)

WHEREAS:

- (A) Section 239.2 of the *Municipal Act, 2001, S.O. 2001, c.25* (the “Act), authorizes Municipalities to appoint an investigator to investigate in an independent manner any complaint as to whether the Municipality has complied with the Act or a Municipal procedure by-law in respect of a meeting or part of a meeting that was closed to the public and to report on the investigation;
- (B) In appointing an investigator and in assigning powers and duties to him, a Municipality is to have regard to, among other things:
 - a. the investigator’s independence and impartiality;
 - b. confidentiality with respect to the investigator’s activities;
 - c. the credibility of the investigator’s investigative process;
- (C) The Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

NOW THEREFORE, the parties agree as follows:

1. **Services:** The Municipality hereby retains and appoints the Independent Contractor as an investigator for the purposes of Section 239.2(1) of the *Act* and the Independent Contractor agrees to provide such services for and at the request of the Municipality and accepts such appointment. The Independent Contractor confirms that services under this agreement will be carried out by John G. Maddox except as otherwise delegated by John G. Maddox.
2. **Duties:** The duties of the Independent Contractor shall be:
 - (i) to conduct investigations from time to time as requested by the Municipality upon receipt of a complaint (a “Complaint”) in respect of meetings or part of meetings that are closed to the public to determine compliance with the *Act* or the respective municipal procedure by-law and to report on the results of such investigations;
 - (ii) In conducting such investigations, to have regard to the importance of the matters listed above in recital (B);
 - (iii) to proceed without undue delay and with due diligence to investigate a Complaint;
 - (iv) to conduct each investigation in private;

- (v) to hear or obtain information from such persons as the Independent Contractor thinks fit and to make such inquiries as he thinks fit;
- (vi) to provide an opportunity to the Municipality or any person that may be adversely affected by a proposed report of the Independent Contractor, the opportunity to make representations respecting such report or recommendation;
- (vii) to preserve confidentiality and secrecy with respect to all matters that come to his knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Independent Contractor's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations;
- (viii) after making an investigation to render his opinion as to whether or not the meeting or part of the meeting that was the subject matter of the investigation appears to have been closed to the public contrary to the *Act* or Municipal procedure by-law and, in either case, the Investigator shall report his opinion and the reasons for it to the Municipality and shall make such recommendations as he thinks fit.

In performing such duties; the Independent Contractor shall have the powers set out in Subsection 223.13(6) and Sections 223.14 to 223.18 of the *Act*, extracts of which are attached hereto as Schedule "A".

3. Joint Retainer: The Independent Contractor acknowledges that the Independent Contractor is appointed as an Investigator for the Municipality. In addition, the Independent Contractor agrees to also be the Investigator for the member municipalities of Wellington County as listed in Schedule "B" hereto attached, at the written request of the County of Wellington together with payment of the additional fee, defined below.
4. Fees:
 - (a) Annual Retainer: The County of Wellington shall pay to the Independent Contractor on or before the commencement date ONE THOUSAND DOLLARS (\$1,000.00) PLUS APPLICABLE TAXES. In order to add the participating member municipalities to the duties of Independent Contractor an additional fee of THREE HUNDRED DOLLARS (\$300.00) ("Additional Fee") for each additional member municipality shall be paid by the County of Wellington, as per the listing of participating municipalities on Schedule "B" attached hereto. Such fees to be paid on or before January 31st in each year of this Agreement plus applicable taxes.
 - (b) Hourly Rate: In addition, the Independent Contractor shall be paid a fee of ONE HUNDRED DOLLARS (\$100.00) per hour plus applicable taxes during such time as the Independent Contractor is performing his/her duties hereunder. The Independent Contractor agrees such rate shall be charged only for such time that the Independent Contractor is actively investigating a Complaint and preparing and presenting his report with respect thereto. The Independent Contractor would be entitled to be reimbursed other reasonable receipted expenses related to his duties, including food and hotel costs; car rental; kilometre rate at the respective municipal rate or railway tickets.
 - (c) Responsibility for Payment: The Independent Contractor further covenants and agrees that his hourly fee and related expenses hereunder shall be paid by the Municipality against whom the Complaint is made and which initiated the investigation. The Municipality agrees to be responsible for such fees and

expenses. The Independent Contractor shall invoice the Municipality upon completion of his report.

5. Term: The term of this Agreement (the “Term”) is for a fixed two (2) year term commencing January 1st, 2015 and ending on the second anniversary date thereof unless renewed and/or extended by agreement of all the parties. The Independent Contractor or the Municipality shall give at least 30 days written notice prior to the end of the Term of their intent not to renew this Agreement if such renewal were to be available.
6. Termination: Either party, without liability, cost or penalty may terminate this Agreement for any reason and at any time without penalty upon giving (30) days written notice.
7. Taxes: All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker’s Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.
8. Independent Contractor: The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer / employee, partnership, franchise, agency or joint venture or other like arrangement.
9. Delegation: In the event more than one Complaint is made at any one time requiring more than one investigation, the Independent Contractor may determine that it is necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Such delegation shall not be a member of council or staff of any Municipality and shall not result in any additional costs or fees to the Municipality. Invoices shall be rendered by the Independent Contractor and payments made to the Independent Contractor and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any of his delegates.
10. Binding: This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
11. Indemnification: The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor’s provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.

- 12. General: This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.
- 13. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement.

IN WITNESS HEREOF each of the parties hereto have set its hand and seal as of this _____ day of _____, 2017.

SIGNED, SEALED & DELIVERED
 THE CORPORATION OF THE COUNTY OF WELLINGTON

 George Bridge
 WARDEN, COUNTY OF WELLINGTON

 Donna Bryce
 CLERK, COUNTY OF WELLINGTON

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

DATED: _____, 2017

 WITNESS:

 JOHN G. MADDOX for JGM CONSULTING

SCHEDULE “A”

AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF Wellington AND JGM CONSULTING

MUNICIPAL ACT, 2001 S.O. 2001, CHAPTER 25 EXTRACT

Procedure by-law

Definitions

238. (1) In this section and in sections 239 to 239.2,

“committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; (“comité”)

“local board” does not include police services boards or public library boards; (“conseil local”)

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them. (“réunion”) 2001, c. 25, s. 238 (1); 2006, c. 32, Sched. A, s. 102 (1, 2).

Procedure by-laws respecting meetings

(2) Every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings. 2001, c. 25, s. 238 (2).

Notice

(2.1) The procedure by-law shall provide for public notice of meetings. 2006, c. 32, Sched. A, s. 102 (3).

Outside municipality

(3) The procedure by-law may provide that meetings be held and public offices be kept at a place outside the municipality within an adjacent municipality. 2001, c. 25, s. 238 (3).

Presiding officer

(4) The procedure by-law may, with the consent of the head of council, designate a member of council, other than the head of council, to preside at meetings of council. 2006, c. 32, Sched. A, s. 102 (4).

Secret ballot

(5) A presiding officer may be designated by secret ballot. 2006, c. 32, Sched. A, s. 102 (4).

MEETINGS

Meetings open to public

239 (1) Except as provided in this section, all meetings shall be open to the public. 2001, c. 25, s. 239 (1).

Exceptions

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act. 2001, c. 25, s. 239 (2).

Other criteria

(3) A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the council, board, commission or other body is the head of an institution for the purposes of that Act. 2001, c. 25, s. 239 (3).

Educational or training sessions

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

Resolution

(4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,

- (a) the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or

- (b) in the case of a meeting under subsection (3.1), the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that subsection. 2001, c. 25, s. 239 (4); 2006, c. 32, Sched. A, s. 103 (2).

Open meeting

(5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

Exception

- (6) Despite section 244, a meeting may be closed to the public during a vote if,
 - (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and
 - (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6).

Record of meeting

(7) A municipality or local board or a committee of either of them shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not. 2006, c. 32, Sched. A, s. 103 (3).

Same

- (8) The record required by subsection (7) shall be made by,
 - (a) the clerk, in the case of a meeting of council; or
 - (b) the appropriate officer, in the case of a meeting of a local board or committee. 2006, c. 32, Sched. A, s. 103 (3).

Record may be disclosed

(9) Clause 6 (1) (b) of the *Municipal Freedom of Information and Protection of Privacy Act* does not apply to a record of a meeting closed under subsection (3.1). 2006, c. 32, Sched. A, s. 103 (3).

Investigation

239.2 A person may request that an investigation of whether a municipality or local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public be undertaken,

- (a) by an investigator referred to in subsection 239.2 (1); or
- (b) by the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed an investigator referred to in subsection 239.2 (1). 2006, c. 32, Sched. A, s. 104.

Investigator

239.2 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation. 2006, c. 32, Sched. A, s. 104.

Powers and duties

(2) Subject to this section, in carrying out his or her functions under subsection (1), the investigator may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 104.

Matters to which municipality is to have regard

(3) In appointing an investigator and in assigning powers and duties to him or her, the municipality shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same, investigator

(4) In carrying out his or her functions under subsection (1), the investigator shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same

- (5) The matters referred to in subsections (3) and (4) are,
- (a) the investigator's independence and impartiality;
 - (b) confidentiality with respect to the investigator's activities; and
 - (c) the credibility of the investigator's investigative process. 2006, c. 32, Sched. A, s. 104.

Delegation

(6) An investigator may delegate in writing to any person, other than a member of council, any of the investigator's powers and duties under this Part. 2006, c. 32, Sched. A, s. 104.

Same

(7) An investigator may continue to exercise the delegated powers and duties, despite the delegation. 2006, c. 32, Sched. A, s. 104.

Status

(8) An investigator is not required to be a municipal employee. 2006, c. 32, Sched. A, s. 104.

Application

(9) Subsection 223.13 (6) and sections 223.14 to 223.18 apply with necessary modifications with respect to the exercise of functions described in this section. 2006, c. 32, Sched. A, s. 104.

Report and recommendations

(10) If, after making an investigation, the investigator is of the opinion that the meeting or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit. 2006, c. 32, Sched. A, s. 104.

Publication of reports

(11) The municipality or local board shall ensure that reports received under subsection (10) by the municipality or local board, as the case may be, are made available to the public. 2006, c. 32, Sched. A, s. 104.

Powers paramount

223.13 (6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question. 2006, c. 32, Sched. A, s. 98.

Investigation

223.14 (1) Every investigation by the Ombudsman shall be conducted in private. 2006, c. 32, Sched. A, s. 98.

Opportunity to make representations

(2) The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel. 2006, c. 32, Sched. A, s. 98.

Application of *Ombudsman Act*

(3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(4) For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service of Ontario Act, 2006*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively. 2006, c. 32, Sched. A, s. 98; 2006, c. 35, Sched. C, s. 134 (3).

Duty of confidentiality

223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part. 2006, c. 32, Sched. A, s. 98.

Disclosure

(2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman’s opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations. 2006, c. 32, Sched. A, s. 98.

Section prevails

(3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*. 2006, c. 32, Sched. A, s. 98.

No review, etc.

223.16 No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court. 2006, c. 32, Sched. A, s. 98.

Testimony

223.17 (1) The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court. 2006, c. 32, Sched. A, s. 98.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure. 2006, c. 32, Sched. A, s. 98.

SCHEDULE "B"

**AGREEMENT BETWEEN
THE CORPORATION OF THE COUNTY OF Wellington
AND
JGM CONSULTING**

List of Participating Municipalities - Closed Meeting Investigator Services:

1. Township of Centre Wellington
2. Town of Erin
3. Township of Mapleton
4. Town of Minto
5. Township of Puslinch
6. Township of Wellington North



Staff Report

Report #: By-law Report 16/01

Date: December 20, 2016

Submitted By: Derek McCaughan, Interim CAO

Subject: By-law Activity Report for 2016

Recommendations:

Be it resolved that the *By-law Activity Report for 2016* dated December 20, 2016 be received.

Background:

The Building Department is responsible for the enforcement of many of the Town's various by-laws. To improve the effectiveness of the Department in this regard, the Town entered into a joint service contract with the Township of Guelph Eramosa in February 2016. At the end of May 2016, a By-law Enforcement Officer (Nicola Davies) was hired.

The following report is to provide Council with a summary of the by-law enforcement activity within the Town of Erin for 2016 and to provide insight on any issues or concerns with regards to by-law enforcement.

Summary Comments:

Appendix 1 shows the types of issues staff have been called upon to address in 2016. Appendix 2 illustrates the outcome of staff action. The By-law Enforcement officer has investigated 191 complaints for 2016 vs. 62 complaints last year, with a decline in Animal Control complaints due to this activity being contracted to the Orangeville OSPCA. As Council will note, Property Standards and Zoning infractions are by far the most common complaint the Town receives and, significantly, 95% of all matters are resolved with the cooperation of the party involved.

Unfortunately, the hiring of the part-time By-law Officer has coincided with the on-going leave of the Town's Chief Building Official. Nicola Davies has done a commendable job of responding to complaints with little direction and/or oversight.

It is difficult to report to Council on how effective this shared service approach could have been given the current staffing situation. However, a few comments/observations can be offered:

- Overseeing Zoning, Property Standards, Site Alteration and other bylaws requires staff to be in a position to respond *when* it is most likely to achieve compliance. Infractions of bylaws can occur at any time of day or day of week and only in a few specific circumstance is responding to issues “in the moment” necessary. Usually in such circumstance staff are paid at overtime rates to respond. The Town has not incurred any overtime in 2016 for bylaw compliance activity;
- The Town retains its reactive approach to bylaw compliance. There are a number of known issues that should likely be addressed but the current level of staffing is insufficient to convert our operation to one of a proactive approach;
- Staff are taking a ‘soft-approach’ when dealing with issues on non-compliance that have existed for lengthy periods in the community;
- There continues to be an unrealized opportunity to achieve synergies through the strategic use of existing staff.
- The absence of the CBO has had impact on the effectiveness of our operation.
- Most found in non-compliance address the issue voluntarily. Consequently, little fine revenue is realized through this activity.

Consultation:

This is an internally derived report. No public consultation has occurred.

Communications Plan:

Not Applicable

Conclusion:

It is premature to draw any conclusions on the overall effectiveness of the Town’s approach to bylaw compliance. We will have a better opportunity to evaluate once the CBO returns to full time duties. In the interim, we will continue to make best-use of staff utilizing our agreed upon contingency plan to manage the CBO’s absence.

Appendices:

Appendix I - Inspection breakdown for 2016

Appendix II – Inspection results for 2016

Appendix I – Inspection Breakdown for 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total	%
Animal Control	0	2	0	2	4	4	3	1	1	0	1		18	9.4%
Property Standards	0	0	0	3	8	12	9	6	11	10	7		66	34.5%
Municipal ??	0	0	0	0	4	3	2	1	4	2	2		18	9.4%
Site Alteration By-law	0	0	0	0	2	3	6	6	4	3	3		27	14.1%
Open Air Fire	0	0	0	0	0	0	0	1	0	0	0		1	0.5%
Zoning	0	0	0	0	2	9	3	7	2	7	3		33	17.3%
Firearm Discharge	0	0	0	0	0	0	0	0	1	0	1		2	1%
Parking	0	0	0	0	4	5	2	3	7	3	2		26	13.6%
Total	0	2	0	5	24	36	25	25	30	25	19		191	

Appendix II – Inspection Results for 2016

	Compliance Achieved	Order	PON	Active	Total
Animal Control	18	0	0	0	18
Property Standards	59	7	0	7	66
Other Municipal	18	0	0	0	18
Site Alteration By-law	25	2	0	2	27
Open Air Fire	1	0	0	0	1
Zoning	32	0	0	1	33
Firearm Discharge	2	0	0	0	2
Parking	26	0	0	0	26
Total	181	9	0	10	191
%*	95%	5%	0	5%	

* % totals will not add to 100% as "active" is a recount of the other categories



Staff Report

Report #: Report Number.

Date: December-20-16

Submitted By: **Derek McCaughan, Interim CAO**

Subject: **Employee Recognition/Incentive Program**

Recommendations:

Be it resolved that Council receives the Employee Recognition/Incentive Program report dated December 6th, 2016;

AND THAT Council approves the implementation of the *Paragon Employee Recognition Program* as recommended by the Employee Recognition and Incentive Committee in its presentation to Council on December 6th, 2016;

AND THAT Council approves the implementation of the *Paragon Employee Incentive Program* as recommended by the Employee Recognition and Incentive Committee and amended by the Interim CAO in his report Employee Recognition/Incentive Program report dated December 6th, 2016;

AND THAT staff evaluate the effectiveness of the Paragon Employee Recognition/Incentive program and report back to Council during the 4th quarter of 2017.

Background:

At its meeting of May 4th, 2016, Council passed the following resolution:

“Council implement a reward or incentive program to engage senior staff and employees of the Town of Erin for the purposes of finding ways to reduce next year's budget amounts. The ideas could be in ways to make services more efficient, to look for overlap and in general to get a ground up perspective as to where we can find savings for next year. The structure for incentive or award would have to be vetted to find out what would work best for this proposal”

Subsequent to this meeting, Council reaffirmed its desire to develop an employee recognition program that would allow for the acknowledgement of the good work done by staff and an

incentive program that would capture the ideas of *front-line staff* that might lead to cost efficiencies.

Such recognition and incentive programs are common place in many municipalities. The ones most successful and enjoying longevity are those where staff had an instrumental hand in the program's development. To that end, Connie Cox from our Clerk's Department volunteered to lead a staff team principally charged with the creation of the Town of Erin's program. The program, which will be presented today by Andrew Wharton, of our Fire Department, was developed by the following staff who actively and passionately participated as members of the Recognition & Incentive Committee (RIC):

Connie Cox	Clerk's Department
Jessica Wilton	Planning & Building Department
Larry Wheeler	Finance Department
Andrew Wharton	Erin Fire & Emergency Services Department
John Wilson	Water Department
Peter Barrett	Roads Department
Lisa Henderson	Recreation Department

The program was reviewed by the Senior Team and comments offered, but it is important to note this is very much a staff-driven program with only counsel offered by senior staff of the organization.

PARAGON AWARD (Employee Recognition)

This recognition program involves identifying exceptional behaviour by an employee who then becomes eligible for one of 3 prizes valued at \$100 each drawn at two luncheons (\$600/yr) to be held each year. The luncheons are low cost and will be open to all staff to celebrate these employees' recognition and to reinforce the value of the program. The program detail is as conveyed during the staff presentation.

PARAGON EMPLOYEE INCENTIVE PROGRAM

Front line employees will be encouraged to identify potential cost-saving ideas. The program requires validation of alleged savings by staff of the Finance Department. Upon validation, employees will be rewarded 10% of the **realized** savings over a two year period with the reward capped at \$5,000.

More difficult to reward are those ideas where efficiencies are realized, but not direct savings. This comes about when an idea saves 'time' in executing a task. (ie. A task takes 25% less time. While we can validate the efficiency, we cannot reduce the staff wage by 25% to reduce the cost to the Town.) In such cases, the impacted staff member is simply assigned to do another task that is not presently being done. In a way, such suggestions defer requests for additional resources until a later date. The RIC has suggested these ideas be rewarded

\$100-\$500 with the amount determined by the RIC. In my opinion, that is a reasonable request. The RIC is further requesting that 1% of realized efficiencies (ideas that do reduce the cost of our operation) be diverted to a reserve in order to better fund such ideas in the future. In discussion with the Director of Finance, the creation of a reserve for this purpose is not supported. Council has provided funding for this staff project and in my opinion, it is sufficient for support this concept, at least for the first year.

For exceptional ideas where savings in excess of \$50,000 annually are anticipated, Council will be asked to consider the appropriate reward on a suggestion by suggestion basis with a recommendation being made by the RIC.

Financial Impact:

The Employee Recognition program will have a nominal financial cost of a few thousand dollars which is funded in the approved 2017 Budget.

The Employee Incentive Program will be primarily self-funded. The nominal reward amounts for ideas that result in the organization being more efficient/effective but do not realize an actual reduction in costs will be funded through the 2017 Budget.

Consultation:

Employee Recognition & Incentive Committee

Communications Plan:

To be developed by the RIC and rolled out in first quarter of 2017.

Conclusion:

The program recommended by the RIC is well thought out, has nominal direct cost implications and is something the organization requires. The RIC has volunteered to provide scrutiny of all submissions serving in a quality control capacity. This will ensure consistency in the application of the program. These staff members should be acknowledged for their enthusiasm and willingness to step forward to improve our work place and reduce tax-funded costs of Town Hall. I recommend the implementation of the Paragon Program in addition to a one year evaluation and report-back of the program.

Trails Committee Meeting

Meeting called by: Robyn Mulder - Economic Development Officer / Martin Rudd **Type of meeting:** Monthly

Chair Persons: Robyn Mulder - Economic Development Officer / Martin Rudd **Secretary:** Mélodie Rose

Attendees: Robyn Mulder - Economic Development Officer, Martin Rudd, Rob Smith-Town of Erin Councillor, Ted Forrest, Joanne Kay, Trevor Crystal, Mélodie Rose

Call to Order: 6:35pm

Approval of the Agenda: 6:39pm

Adoption of Minutes: 6:40pm Ted proposed; Robyn seconded.

CRITICAL ITEMS: 1) We **MUST** have signs **ordered, delivered & installed within a week!!**
2) Martin will confirm **ASAP** if Jessica (Green Legacy) is available on October 19th in the afternoon.

Minutes

Agenda item: **SIGNS**

Discussion:

Signs will be larger. We have a quote from Al Hale for 6 signs & 14 blazes, which costs \$840 including design & labour. We were supposed to have ordered 25 blazes and 25 arrows. Al Hale will try to get brackets for the 3-way sign. We confirmed again that the signs for Woollen Mills are being deferred to a later date.

Conclusions:

1. Order the 25 blazes and 25 arrows ASAP – proof(s) to be emailed to T.A.C. for approval.
2. Once we have an ETA for the delivery of these signs, the Trails Committee members will need to decide via email which day next week we can install these, as we want them up **before** the Erin Fall Fair!

Action items

	Person responsible	Deadline
➤ Order 6 signs, 25 shamrocks and 25 arrows	➤ Martin	➤ ASAP
➤ Install signs once received, in the week prior to the Erin Fall Fair	➤ Committee Members	➤ Week 10/3

Agenda item: **WEBSITES & TRAILS VIDEO**

Discussion: Our regular walking trails and the Riverwalk Trail will be separate on the website.

Conclusions: As we replace signs along sections of the trail, ask Dan Callaghan to take drone video of each section.

Action items

	Person responsible	Deadline
➤ Dan Callaghan or committee member with video capability to take new video	➤ Robyn/committee member	➤ Wk 10/11
➤ Get Town to update Town website with new video	➤ Rob	➤ T.B.D.

Agenda item: CANADA'S 150 YEAR CELEBRATION

Discussion: Green Legacy has the same list as CVC for trees which will survive in the future. We can get a mix of conifers and hardy trees, 8' to 12' in size, depending on what we need. Spruce could work well. We can take an inventory of where trees are needed but it's better to do it together with Green Legacy and hopefully pick the right spot for the 150 Year Celebration Tree Planting at the same time. Maybe we can get a hillside location & have enough shrubs or trees to plant 'Canada 150' on the hillside!

Conclusions: If Jennifer Trzoch (Green Legacy) is available and willing to come out in the afternoon of October 19th, we'll hold our next meeting on that afternoon and have a working/walking meeting to decide which trees are needed where, and which is the best location for the 150 Year Celebration Tree Planting.

Action items	Person responsible	Deadline
➤ Verify if Jennifer Trzoch (Green Legacy) is available for Oct 19 in the PM	➤ Martin	➤ ASAP!
➤ Once we have confirmation of Jennifer's availability, book meeting date, time and meeting location with members	➤ Martin	➤ ASAP

Agenda item: SOCIAL MEDIA

Discussion: Trevor is willing to add a page to what he is already doing to get interactive feedback from others. His posts will be non-partisan, and non-biased, less static & information, more interactive.

Conclusions: Erin Trails will be the name of this Facebook page (NO logos). Photos of the sections of trail can be posted.

Action items	Person responsible	Deadline
➤ Create the Facebook page "Erin Trails" & start posting	➤ Trevor	➤ Before next meeting
➤ Send content ideas & pics to Trevor	➤ Committee members	➤ Ongoing

Agenda item: MONTHLY NEWSLETTER

Discussion: Once the signs are up next week, arrange to have Dan Callaghan take a video, or conversely, have someone with a headlamp camera do a 'walking tour' of the various segments of the trail & use this to update our website.

Conclusions: Once we have something to advertise (new signs, new video), add this to the monthly newsletter and direct people to view the trails on the Town website.

Action items	Person responsible	Deadline
➤ Take new video, have new drone video recorded	➤ Robyn (for Dan) or Committee member with video recording camera	➤ Wk 10/11

Agenda item: INTEGRATED TRAILS STRATEGY

Discussion: The 'Central Counties' has a skeletal outline of our trails, as the ECT is already on their radar. We can add trails info as we go.

Conclusions: They haven't asked for our list of existing trails yet.

Action items	Person responsible	Deadline
➤ Supply list as required	➤ Robyn	➤ T.B.D.

Agenda item: BUDGET

Discussion: Apply for a \$2000 budget for Trails for 2017. We can use it for signs, trails repairs, benches, or whatever is required next year.

Conclusions: The budget form must be completed.

Action items	Person responsible	Deadline
➤ Complete budget form	➤ Robyn	➤ ASAP

Agenda item: COMMITTEE TIMELINE

Discussion: What we've done, what we want to do.

Conclusions: Complete the table with projects, details, dates, lead, and members.

PROJECT	DETAILS	DATE/TERM	LEAD	MEMBERS
Water Tower Trail signs	Order, receive and install new signs	Wk 10/3	Martin	Committee members as available
Water Tower Trail	New Video	Wk 10/11	Robyn	
Woollen Mills	Historical component – Vintage/Antique looking sign depicting historical significance? Maybe brass engraved?			
Trails Maintenance				
Tree Planting – 150 Trees	Social Media, Papers, Website			
Water Tower Trail				
Trail Ribbon Cutting	Radio, newspaper, mayor & councillors		Robyn	Committee members
New Members				Committee members
Canada 150 Celebrations	Social Media, Papers, Website			
Erin Trails Map	Include emblems for horses, cycling, walking, hiking, etc.			

Action items	Person responsible	Deadline
➤ Determine list of projects, term and lead/members	➤ Committee members	➤ November meeting

Meeting Adjourned: 8:00pm

Next Meeting

Trails Committee Meeting → October 19, 2016 in the afternoon, **confirmation and time pending Green Legacy's availability.**

Activity List 2016

	Description of Request	Responsibility	Date Directed	Suggested Completion	Status
Open Items					
1	Centre 2000 Shared Use Agreement	CAO		Q1 2017	updates included in qtly report
2	Mayor and Reeves Wall of Recognition	TEHC	2-Jun-15	2016	Steps to follow to be identified in report to Council
3	Determine the best option for updating the Official Plan	CAO/Planning	13-Jul-15	Q1 2017	
4	Operational Plan - Finalizing 4 year objectives	CAO		Q1 2017	
5	Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 presented April 5, 2016
6	Stanley Park Arch and Gates - formal designation	TEHC	20-Jan-15	Q1/2 2017	
7	Report on procedures, policies and options re: Demolition Permit	CBO/Planning staff	1-Dec-15	2017	
8	moving forward with necessary processes to add the creation of secondary dwelling units within accessory buildings as a permitted use	CBO/Planning staff	16-Feb-16	2017	
9	Implement a reward/incentive program for staff finding efficiencies/cost savings	CAO	5-Apr-16	Q4 2016	
10	Report on how new fill by-law is working, and if any amendments would be needed	CBO/Planning staff	4-May-16	Q1 2017	
11	Erin - Main St. Crosswalk	Road Superintendent	9-Aug-16	Q1 2017	
12	Report on the implementation of the 2015-2020 Corporate Strategic Plan	CAO	13-Sep-16	Q1 2017	
14	Report on an accessibility assessment on municipal buildings	Interim CBO	13-Sep-16	TBD	
16	Report regarding transitioning to LED streetlighting	Road Superintendent	13-Sep-16	Q4 2016	
18	2017 Work Plans	CAO	N/A	Q1 2017	work to commence in January
19	Review Pits and Quarries by-law and take into consideration suggestions from resident	CAO	4-Oct-16	2017	
20	Review Procurement by-law and report back to Council on means of introducing local purchasing preference	Director of Finance	4-Oct-16	Q1 2017	



Executive Director Report 02 December 2016

Headwaters Tourism - public profile & sector engagement



On November 30th, 2016, in Gatineau, QC, Headwaters Tourism was declared the WINNER in the following category:

WINNER: Visa Canada's Tourism Innovator of the Year
Headwaters Parade of Horses

Headwaters Tourism was also recognized as a **finalist for Marketing Campaign of the Year**, in the company of the Province of Newfoundland & Labrador, and the Province of Ontario. The Ontario "Where Am I" campaign was named the winner in this category.

TWO THOUSAND SIXTEEN
**ONTARIO
TOURISM
AWARDS**
OF EXCELLENCE
WINNER

On November 22nd, 2016, in Ottawa, Ontario, Headwaters Tourism was named the WINNER in the following categories:

WINNER: Tourism Marketing Campaign Under \$25K
Headwaters: Where Ontario Gets Real brand launch

WINNER: Tourism Print Collateral Award
Headwaters 2015 Four-Season Visitors' Guide

WINNER: Tourism Innovator of the Year
Headwaters Parade of Horses



Headwaters Tourism has been named a finalist in the following categories by the Economic Developers Council of Ontario:

Promotional Award Category | Print Publication
Headwaters 2016 Four-Season Visitors' Guide

Collaboration & Partnership Award | Regional & Cross-Border Collaboration

Headwaters: Evolution of a Centre of Equine Excellence
Collaboration & Partnership Award | Public-Private Partnership
Headwaters Parade of Horses

Winners will be announced on February 9, 2017 in Toronto



Executive Director Report 02 December 2016

- Spoke at Orangeville Senior's Expo about the role of Headwaters Tourism
- Presented keynote address at the Ontario Ministry of Agriculture, Food & Rural Affairs Municipal Economic Development Agricultural Forum, hosted by the Town of Caledon. Topic: The Development of Headwaters as a Centre of Equine Excellence. (Presentation attached.)
- Attended Caledon Mayor's Luncheon (focus on local food sector).

Product development – Canada 150

- Public art project, "Real Ontario: Tradition & Transformation": Unfortunately, Headwaters Arts backed out of partnering on the submission of a Canada Council for the Arts funding grant just prior to the application deadline, leaving no opportunity for Headwaters Tourism to find another arts organization in time for the deadline. Headwaters Tourism will continue to explore opportunities for public/private partnership to move this initiative forward.

Product development – Fresh & Local

- Working with Town of Caledon on the development of a craft beer & cider festival, in conjunction with Caledon Day. Headwaters would be the presenter of "Cheers Caledon: Craft Beer & Cider Festival" taking place on Friday, June 15th, 2017.

Product development – Arts & Heritage

- Participated in Headwaters Cultural Round Table meeting; group is looking to determine "next steps" following their Arts & Culture Breakfast Symposium. Headwaters Tourism has shared with them the terms of reference developed by the Headwaters Equine Leadership Group to review as a potential framework for their own work.

Industry & municipal engagement:



The 2016 Headwaters Tourism Awards took place on Monday, December 5th at Adamo Estate Winery. Event sponsors included Adamo Estate Winery and Century Wood Products. The calibre of nominees is testament to the quality of tourism offerings in the Headwaters region. Congratulations to all the nominees & the winners.



Executive Director Report 02 December 2016

Best ARTS & HERITAGE Visitor Experience

Belfountain Music Festival

Mark Grice

Theatre Orangeville – WINNER

Tritone Music School

Empty Bowls Alton (Ann Randeraad)

Orangeville Blues & Jazz Festival - WINNER

Pickin' in the Park

Best FRESH & LOCAL Visitor Experience

Black Birch Restaurant

The Church Public Inn

Everdale - WINNER

Landman Gardens and Bakery

Wild Mushroom Foraging Weekend

Soulyve Carribean Kitchen

Heatherlea Harvest Table

Best FUN & FESTIVE Visitor Experience

The Church Public Inn

Grand River Rodeo

The Hip on Mill Street

Spirit Tree Wassailing Festival - WINNER

RCMP Musical Ride (Erin Fairgrounds)

North of 89 Studio Tour

CaribFest (Soulyve Carribean Kitchen)

Best NATURE & LEISURE Visitor Experience

GO Adventure Co.

Rawhide Adventures

Plant Paradise Country Gardens - WINNER

Snowberry Botanicals

Best HORSE & COUNTRY Visitor Experience

Little Creek Ranch

Silver Fox Equine

Dufferin Town & Country Farm Tour

RCMP Musical Ride (Erin Fairgrounds) - WINNER

Rawhide Adventures

Caledon Equestrian Park



Executive Director Report 02 December 2016

Best SEE, SHOP & STAY Visitor Experience

Best Western PLUS Orangeville Inn and Suites

Heatherlea Farm Shoppe - WINNER

Molly's Retreat B&B

More Than Just Baskets

Best NEW Tourism Business

The Church Public Inn

Snowberry Botanicals

Go Adventure Co. - WINNER

Tourism INNOVATOR of the Year

Landman Gardens and Bakery

Mario Adamo - WINNER

Tourism PARTNERSHIP Award

Westside Secondary School

Orangeville Home Hardware

RCMP Musical Ride (Erin Fairgrounds)

Alton Mill Arts Centre

Pommies Cider Co

Jamie Stam

Tour de Headwaters

Empty Bowls Alton - WINNER

Tourism CHAMPION of the Year

Terence Cutts

John Church

Susan Powell - WINNER

Gary van Bolderen - WINNER

Gail James

Sigrid Wolm

Nick & Lindsay Sutcliffe - WINNER

Leading With the Best Partnership Program

Welcome to our newest Leading With the Best partners. The program now boasts over 50 active partners.

- Adamo Estate Winery

Annual municipal council delegations:

Headwaters Tourism will delegate to partner Councils to provide updates on organizational undertakings.

- Town of Erin – December 6th, 2016
- Dufferin County General Government Services Committee – January 25th, 2017

Still need to schedule delegations to Town of Shelburne & Town of Mono.



Executive Director Report 02 December 2016

Industry Development & Liaison

- Attended the annual Ontario Tourism Summit in Ottawa (November 21st and 22nd). Slide decks & presentations will be shared as they become available.
- Attended the Canadian Tourism Congress in Gatineau, QC (November 29th & 30th). Slide decks & presentations will be shared as they become available

Overall goal of attendance at both conferences was to learn and develop a stronger understanding of provincial and federal initiatives to support tourism development in Headwaters. Also had a goal of increasing awareness of the Headwaters region among industry leaders at both the provincial & federal level. Met with many industry leaders and will foster those connections as we move forward into 2017.

During time in Ottawa/Gatineau also held a number of meetings with industry colleagues including:

- Ottawa Tourism & Ottawa Hotel Association representatives re destination marketing fees & other opportunities to support destination marketing capacity;
- Meetings with tourism & economic development colleagues in the County of Renfrew; discussed rural/urban tourism development (vis-à-vis their geographic positioning relative to Ottawa); tourism economic impact data development partnership; RTO alignment; DMO modelling
- Humber College School of Hospitality, Recreation & Tourism's Academic Advisory Committee Bi-Annual meeting – major issue around the table still continues to be workforce development & labour shortage issues.

Central Counties Tourism:

Headwaters Tourism is developing a partnership with Central Counties Tourism to support an industry engagement strategy of near-market ready tourism businesses in the Headwaters region. This program will support objectives of both Central Counties and Headwaters Tourism to engage businesses into the tourism marketplace in a more active way, and ultimately encourage the development of quality tourism experiences throughout the region. Partnership is currently in draft format and awaiting approval from Central Counties.

Marketing:

- **2017 Headwaters Four-Seasons Visitors' Guide:** advertising sales currently underway; early-bird pricing to 2016 advertisers is now over and regular pricing is in effect; photography has also been started focusing on the "faces" and "finds" for 2017.

Digital engagement statistics: October 1st to October 31st, 2016

www.headwaters.ca www.headwatersb2b.ca www.headwatershorsecountry.ca	October 2016
Sessions	14,295
Page views	35,553
Facebook	October 2016
Total reach	13,268
Page impressions	40,734
Twitter	October 2016
Followers	4,622
Reach	114,982



Executive Director Report 02 December 2016

Digital engagement statistics: November 1st to November 30th, 2016

www.headwaters.ca www.headwatersb2b.ca www.headwatershorsecountry.ca	November 2016
Sessions	10,235
Page views	24,017
Facebook	November 2016
Total reach	7,953
Page impressions	28,987
Twitter	November 2016
Followers	4,683
Reach	117,068

Headwaters social media posts: October 22nd to December 2nd, 2016

Headwaters
Published by Diane Murenbeedl [?] · October 21 at 5:14pm

Say 'hey' to Betty and Bitsy and take a complimentary #wagonride (complete with hot apple cider) from the The Millcroft Inn and Spa! #TasteoftheHarvest #RealHeadwaters
<http://bit.ly/2dVNP37>

Headwaters shared Tailwinds B&B Inc's video
Published by Diane Murenbeedl [?] · October 25 at 9:21am

Yup... just another day in Headwaters.

172 Views

Headwaters
Published by Diane Murenbeedl [?] · October 24 at 3:05pm

Pumpkin lovers rejoice! Wicked Shortbread is featuring thrice the spice for #TasteoftheHarvest (with some apple butter shortbread bars for good measure).
Find out more about the treats on offer -> <http://bit.ly/2dDogfy>

Headwaters shared Tailwinds B&B Inc's photo
Published by Diane Murenbeedl [?] · October 23 at 9:19am

Just another day in Headwaters Horse Country. 😊
#RealHeadwatersIndeed

Headwaters
Published by Diane Murenbeedl [?] · October 25 at 9:50am

Get your #TasteoftheHarvest fix and fall in love with fitness courtesy of Headwaters Racquet Club
<http://bit.ly/2f4zSoC>

Headwaters with Shop Local Erin and 2 others
Published by Diane Murenbeedl [?] · October 27 at 10:13am

Brighten someone's day with a beautiful mason jar arrangement from Snowberry Botanicals inc - Fridays during #TasteoftheHarvest
#RealHeadwaters #RealFlowers
<http://bit.ly/2ez9j9f>

Headwaters
Published by Diane Murenbeedl [?] · October 27 at 11:25am

Ghouls just wanna have fun... at the Halloween edition of Soulyve Caribbean Kitchen's #LyveLounge. Plan to be there. #ifyoudare
<http://bit.ly/2eQnCVp>
<http://bit.ly/2e0tHUw4>

Headwaters with Century Church Theatre
Published by Diane Murenbeedl [?] · October 27 at 11:50am

Experience the roots of country music with A night in Bakersfield at Century Church Theatre.
<http://bit.ly/2dLZBko>



Executive Director Report 02 December 2016

Headwaters with Granny Taught Us How and Heidi's Room and Mrs. Mitchell's Restaurant.
Published by Diane Murenbeek [?], November 1 at 1:26pm

Enjoy Mrs. Mitchell's Restaurant's time-honoured (and limited time only) Pumpkin Cream Pie during #TasteoftheHarvest. #30yearsandcounting
<http://bit.ly/2eY5Xdb>



Headwaters
Published by Diane Murenbeek [?], November 2 at 10:57am

Get your #TasteoftheHarvest at Jelly Craft Bakery and Cafe. On offer: pumpkin squash soup then finish off with pumpkin cookies or apple tarts. #Delish
<http://bit.ly/2f1c0ajm>



Headwaters with Shop Local Erin and 3 others
Published by Diane Murenbeek [?], November 3 at 11:14am

"Pumpkin spico and everything nice, that's what Tintagels Tea Room & More is made of".
Enjoy a cuppa during #TasteoftheHarvest.
<http://bit.ly/2f8KbT>



Headwaters shared Landman Gardens and Bakery's video
Published by Diane Murenbeek [?], November 4 at 12:40pm

Visit Landman Gardens and Bakery to find out why they crossed the road. #JustYolking #EggcameFirst #RealHeadwaters



Headwaters
Published by Diane Murenbeek [?], November 4 at 5:57pm

Nominate a deserving Headwaters Horse Country business for a 2016 Headwaters Tourism Award -> <http://contla.cc/2frRCfR>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters with Headwaters Food & Farming Alliance and Headwaters Local Food Map.
Published by Diane Murenbeek [?], November 4 at 6:06pm

Nominate a deserving FRESH & LOCAL business for a 2016 Headwaters Tourism Award -> <http://contla.cc/2frQ00Q>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters with Alton Mill Arts Centre and 4 others.
Published by Diane Murenbeek [?], November 4 at 6:23pm

Nominate a deserving business for a 2016 Headwaters Tourism ARTS & HERITAGE award -> <http://contla.cc/2eNINLs>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters
Published by Diane Murenbeek [?], November 4 at 6:34pm

Nominate a deserving business for a 2016 Headwaters Tourism FUN & FESTIVE award -> <http://contla.cc/2frWm00>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters
Published by Diane Murenbeek [?], November 4 at 6:38pm

Nominate a deserving business for an 2016 Headwaters Tourism NATURE & LEISURE award -> <http://contla.cc/2frYTYp>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters
Published by Diane Murenbeek [?], November 4 at 6:41pm

Nominate a deserving business for an 2016 Headwaters TOURISM INNOVATOR award -> <http://contla.cc/2f600Xp>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters
Published by Diane Murenbeek [?], November 4 at 6:46pm

Nominate a deserving business for a 2016 Headwaters TOURISM PARTNERSHIP award -> <http://contla.cc/2frXqja>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>



Headwaters
Published by Diane Murenbeek [?], November 4 at 6:48pm

Nominate a deserving business for a 2016 Headwaters TOURISM CHAMPION award -> <http://contla.cc/2e4mpm>
Click here for more information about the awards -> <http://bit.ly/2ekUjJ7>





Executive Director Report 02 December 2016

Headwaters
Published by Diane Murenbeeld [?], November 4 at 6:52pm

Nominate a deserving business for an 2016 Headwaters NEW TOURISM BUSINESS award -> <http://conta.cc/2foToCV>
Click here for more information about the awards-> <http://bit.ly/2ekUj7>

NEW TOURISM BUSINESS
HEADWATERS TOURISM AWARDS

Headwaters
Published by Diane Murenbeeld [?], November 4 at 6:55pm

Nominate a deserving business for an 2016 Headwaters SEE, SHOP & STAY award -> <http://conta.cc/2fo2mXm>
Click here for more information about the awards-> <http://bit.ly/2ekUj7>

SEE, SHOP & STAY
HEADWATERS TOURISM AWARDS

Headwaters
Published by Diane Murenbeeld [?], November 11 at 11:11am

Remember.
#LestweForget

LEST WE FORGET

Headwaters
Published by Diane Murenbeeld [?], November 16 at 4:45pm

Downtown Orangeville is the place to be this Friday night for Moonlight Magic and the Tractor Parade of Lights.
#RealHeadwaters
<http://bit.ly/2f5rqDw> - See More

DOWNTOWN ORANGEVILLE.ca
HEADWATERS.CA

Headwaters
Published by Diane Murenbeeld [?], November 17 at 11:22am

He's coming to Headwaters!
Read on for all the details-> <http://bit.ly/2fJ5Ov5>

COMING SOON TO A TOWN NEAR YOU

Headwaters
Published by Diane Murenbeeld [?], November 18 at 2:02pm

It's Erin BIA's 14th Annual Window Wonderland tonight. Shop Local Erin and join in the festivities-> <http://bit.ly/2g4EoJ0>
<http://bit.ly/2fDDUT1>

ERIN
HEADWATERS.CA

Headwaters
Published by Diane Murenbeeld [?], November 18 at 2:14pm

Give the gift of art handcrafted by Alton Mill Arts Centre artists and guests this holiday season.
<http://bit.ly/2gogm64>

Gifts from the Heart.
Alton Mill ARTS CENTRE

Headwaters
Published by Diane Murenbeeld [?], November 28 at 1:48pm

Celebrate excellence in the tourism and hospitality industry at the 2016 HEADWATERS TOURISM AWARDS Monday, December 5th - 5:30 pm to 8:30 pm Adamo Estate Winery
Tickets to this popular event, sponsored by Adamo Estate Winery and Century Wood Products Inc. are sure to sell out quickly, so purchase your tickets now-> <http://bit.ly/2ekUj7>

2016 HEADWATERS TOURISM AWARDS
ADAMO

Headwaters
Published by Diane Murenbeeld [?], November 29 at 9:04pm

"Faith is believing in things when common sense tells you not to."
We believe the best way to kick off the holiday season is to take in Theatre Orangeville's annual Christmas production. #Tradition #RealHeadwaters
<http://bit.ly/2gv68xx>... See More

Miracle ON 34th STREET
Adapted by Caleb Marshall and Erin Keating From the classic story by Valentine Davies
HEADWATERS.CA Christmas Classic



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HEADWATERS TOURISM SCORES A HAT TRICK AT ONTARIO TOURISM AWARDS
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It was a clean sweep for Headwaters Tourism at the Ontario Tourism Awards Tuesday (Nov. 22). Executive Director Michele Harris was very surprised to walk away at the end of the night with the three awards they were finalists for.

Headwaters Tourism won the Tourism Marketing Campaign Under \$25k award, the Tourism Print Collateral Award, and Tourism Innovator of the Year Award.

Spirit Tree Cidery was a runner up for the Ontario Culinary Tourism Event of the Year Award.

John Church's cover photography for Headwaters' 2015 Glow, Snow and Go guide was also a runner up for the Travel Media Photography Award.

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HEADWATERS TOURISM RECOGNIZED FOR INNOVATION AT 2016 CANADIAN TOURISM AWARDS
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Headwaters Tourism is bringing home more hardware.

It was the first time ever that Headwaters Tourism was named a finalist for an award at the Canadian Tourism Awards.

Headwaters Tourism was also a finalist for the Fairmont Marketing Campaign of the Year Award.

Executive Director Michele Harris says this helps put Headwaters on the map.

The national award comes a week after winning three provincial awards.

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Headwaters announces tourism award nominations

ERIN - Headwaters Tourism announced the nominees for the 2016 Headwaters Tourism Awards that will take place on Dec. 5 at the new Adamo Estate Winery.

This annual evening of celebration honours those tourism businesses and individuals who exemplify excellence, and help profile the Headwaters region as one of Ontario's premier tourism destinations, and "Where Ontario Gets Real."

Categories have been modified for 2016 from previous years to reflect the key tourism sectors in the region and to mirror some of the categories at the provincial and national levels.

Nominees located in Erin include:

- Everdale and Landman Gardens and Bakery have been nominated for best fresh and local visitor experience;
- RCMP Musical Ride (Erin Fairgrounds) for best fun and festive visitor experience, best horse and county visitor experience and tourism partnership award;
- Snowberry Botanicals has been nominated for best nature and leisure visitor experience and best new tourism business; and
- Erin resident Susan Powell as nominated for tourism champion of the year.

The evening will conclude with a special presentation of the chairperson's award of merit by Headwaters Tourism's board chair, Stacey Coupland, recognizing commitment and passion for our regional tourism community.

Tickets for the 2016 Headwaters Tourism Awards, sponsored by Adamo Estate Winery and Century Wood Products, are \$60 each.

November 25, 2016

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Friday, November 25, 2016

Headwaters Tourism Wins Awards

Dufferin County | by Jill Young

Three awards handed out to for initiatives by Headwaters Tourism.

Headwaters Tourism won big honours this week at the Ontario Tourism Excellence Awards.

Headwaters Tourism is the small Ontario destination marketing organization representing Dufferin County including Shelburne and Mono – as well as the Towns of Caledon and Erin.

The organization took home three awards and were finalists in two other categories.

They won for Tourism Marketing Campaign under 25-thousand for the "Headwaters: Where Ontario Gets Real" brand launch.

The Print Collateral Award for the Headwaters 2015 Four Season Visitors' Guide and also won Tourism Innovator of the Year for the "Headwaters Parade of Horses".

John Church who did the photo for the Headwaters 2015 Glow Snow and Go Guide was also recognized as a finalist for the Travel Media Photography Award.

Spirit Tree Estate Cidery Family Day was a finalist for Ontario Culinary Tourism Event of the Year.

Headwaters is also up for more awards at the Canadian Tourism Awards to be held November 30th.

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MAGAZINE

Ontario Tourism Awards of Excellence

Written by Cruz Chiappetta



The Ontario tourism industry's best and brightest were celebrated at the annual Ontario Tourism Awards of Excellence Gala on Tuesday, Nov. 22 at The Westin Ottawa. The Ontario Tourism Awards of Excellence recognize industry successes by acknowledging those who have made significant contributions to Ontario's tourism industry.

Jointly presented by the Culinary Tourism Alliance (CTA), the Ontario Tourism Marketing Partnership Corporation (OTMPC) and the Tourism Industry Association of Ontario (TIAO), the Ontario Tourism Awards of Excellence are divided into three respective categories. The Culinary Tourism Awards of Excellence are about the passion and excellence of those dedicated to advancing food tourism in Ontario, and recognizing those who work hard to tell the stories of our growers, producers, chefs, winemakers and brewers. The Tourism Marketing and Travel Media Awards of Excellence celebrate those who contribute to Ontario's tourism industry through impactful partnerships, marketing activities and media relations. The Tourism Industry Awards of Excellence are presented to organizations, businesses and individuals that represent the quality of outstanding offerings that make Ontario a world-class destination.

In addition to the Ontario Tourism Awards of Excellence, this year Attractions Ontario also presented its Ontario's Choice Award for Top Attraction. Now for 2016, Ontario's Choice Awards called upon Ontario tourists and locals alike to let their voices be heard. From February until September of this year, fans placed their votes for their favourite attractions in eight different categories.

The winners for 2016 are:

Ontario's Choice Award by Attractions Ontario

Top Attraction
LEGOLAND® Discovery Centre/Toronto

Culinary Tourism Awards of Excellence

Culinary Tourism Leadership Award
Tourism Oxford

Culinary Tourism Experience Award
Tourism Winona Essex Pelee Islands & EPIC Wineries

Culinary Tourism Event of the Year Award
Beau's All Natural Brewing Company: Beau's Oktoberfest

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Getaways

Whitehaven Beach, the WHWeekdays
As soon as one of the best beaches in the world, the Whimsydays' spectacular Whitehaven Beach is already home...

Food journey in Korea
Many travellers to Korea will tell you that the best thing about their trip was the food diversity and foodies...

Summer Coast
Quebec's Summer Coast will look off its 10th anniversary year in 2017 with a host of summer festivals...

Vibe Hotel Rushcutters Bay, Sydney
VIBES HOTEL RUSHCUTTERS BAY, SYDNEY, AUSTRALIA. HIGH FOCUS AND FANGS ON NICHOLE Vibe Hotel Rushcutters Bay, Sydney has set...

Carberra delivers a sensational line-up of blockbuster exhibitions
Every summer, Canberra delivers a sensational lineup of blockbuster exhibitions in its world-class galleries...

Meet Melbourne with Hidden Secrets Tour
With Spring walking through the streets of Melbourne it brings warmth and a wind of change. Hidden Secrets...

Why You Should Holiday in Mandurah
The resort, dining, scenic and splendid coastlines, wine, exemplifying the very best of Western Australia, Mandurah...

The Commons Street Feast Takes Over Canberra
Foodies rejoice - a new food festival is coming to Canberra! The Commons Street Feast is bringing together...

San Diego Events Not to Be Missed in 2017
In a city that continues to lead the beach viber with an urban, metropolitan downtown and scenes of quality nightlife...

What's New in San Diego
WINDY ATTRACTIONS In September 2016, LEGOLAND California Resort in San Diego's North County region...

Crayfish Month at The Star
The Star's signature restaurants are celebrating Crayfish Month

Tourism Marketing & Travel Media Awards of Excellence

Tourism Marketing Campaign Award Under \$25,000
Headwaters Tourism

Tourism Marketing Campaign Award Over \$25,000
Owen Sound Transportation Company

Tourism Marketing Partnership Award
City of Greater Sudbury

Tourism Print Collateral Award
Headwaters Tourism

Tourism Digital Marketing Award
Gray County Tourism

Travel Media Story Award
Josephine Matyas

Travel Media Photography Award
Colin Field

Tourism Industry Awards of Excellence (TIAO)

Accessible Tourism Award
Chelsea Hotel

Sustainable Tourism Award
Chicopee Tube Park

Tourism Employer of the Year
Haunted Walks Inc.

Tourism Champion of the Year
Berrie Martin

Tourism Innovator of the Year
Headwaters Tourism

Tourism Event of the Year
Sound of Music Festival

Lifetime Achievement Award
Grace Sammut

For more information on each award category and the winners' achievements please see the attached background. Congratulations to all of the 2016 winners! Each one exemplifies Ontario's diverse, vibrant tourism industry, and demonstrates clear a commitment to making Ontario one of the best destinations in the world.

Quotes

"The Ontario Tourism Awards of Excellence celebrate our industry's top achievements. We're proud to recognize these achievements—and the individuals who bring them to fruition—each year as part of the Ontario Tourism Summit."
Boh Potter, President & CEO, Tourism Industry Association of Ontario (TIAO)

"This year's winners are shining examples of what food tourism development can do to build economic growth and community in Ontario's diverse regions. Congratulations to all involved—we look forward to another delicious year of discovery in Ontario."
Rebecca Mackenzie, Executive Director, Culinary Tourism Alliance (CTA)

"Congratulations to the winners of the 2016 Ontario Tourism Awards. Your work to advance culinary tourism, develop exciting experiences, and innovative marketing plans help to attract visitors from all over the world to Ontario. Your successes contribute to a dynamic tourism industry that stimulates our economy and has a positive impact on communities across the province."
The Hon. Eleanor McMahon, Minister of Tourism, Culture and Sport

Magazine Features

Aqua Expeditions Amazon and Mekong Journeys for Women
Departures for this series of Aqua Expeditions journeys are currently live for booking through [www.aqp.com](#)...

Sea Cloud Cruises
The alluring world of traditional sailing in the Mediterranean is available through the business...

Scenic Helicopters is taking it up a notch with three new routes
It's a bit to Margaret River wasn't nearly exciting enough, Scenic Helicopters is taking it up a notch with...

Sunylee Tours: 1 Day Sovereign Hill 'A Touch Of Gold' Tour
Sovereign Hill rightfully received 5-stars for ten years after the discovery of gold in 1851/52/53...


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King Township shares in Headwaters Parade of Horses pair of tourism awards

King Connection
By Tim Kelly

The Headwaters Parade of Horses has centered away with a pair of major awards.

Part of Headwaters Tourism, of which King Township is affiliated, the Headwaters Parade of Horses includes seven horses -- sculptures of horses that have been designed by artists and are displayed throughout the region -- in King Township.

On Nov. 22, in Ottawa, the Headwaters Parade of Horses received the Tourism Innovator Award at the Ontario Tourism Award of Excellence.

And on Nov. 30, in Gatineau, Que., the Headwaters Parade of Horses was awarded the Visa Innovator of the Year Award at the Canadian Tourism Awards.

"We are proud we could be part of this initiative," said Jamie Smith, King Township's economic development officer.



Tim Kelly is a reporter with the King Connection and the Vaughan Citizen. He can be reached at tkelly@yrmg.com. Follow him on [Twitter](#) and YRMG on [Facebook](#)






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Orangeville KIA.ca Black Friday November

Headwaters Parade of Horses trots away with Canadian and Ontario tourism awards



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Erin school gains 49 new childcare spaces in \$5.7M funding announcement



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Orangeville warns town snow clearing rules take effect



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Shelburne youth charged after anti-police messages found spray-painted around town

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 **Police continue search for nine-year-old girl**

 **MPP Sylvia Jones scolds Liberals for failing youth with mental health issues**

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Headwaters Parade of Horses trots away with Canadian and Ontario tourism awards



Rise of the machines

Camille Starr
Judy Sherman (left) and Eva Folks get to work on Cyborg 3412. When complete, it will be half machine, half horse.

Orangeville Banner

By Chris Halliday

Executives with the Hills of Headwaters Tourism Association paraded all over the stage at the Canadian and Ontario tourism awards late last month.

In total, the local tourism association brought home four awards, including three at the provincial level and one on the national stage for good measure.

The Headwaters Parade of Horses, or a "big idea with a \$0 budget" as provincial judges saw it, secured the Innovator of the Year award at both the Canadian and Ontario awards ceremonies.

The 26 life-sized fiberglass horses transformed by local artists were displayed in prominent locations throughout the Headwaters region during the 2015 Toronto Pan Am Games. The unique public art project was spearheaded by the Headwaters Equine Leadership Group.

"The Headwaters Parade of Horses showcases the power of community and this recognition by the Tourism Industry Association of Canada is a testament to community coming together to create a legacy for the Toronto 2015 Pan Am Games," said Headwaters board chair Stacey Coupland.

"A huge debt of gratitude to the Headwaters Equine Leadership Group for their vision; to Vicki Sword, project manager, to all the artists who voluntarily transformed the horses into magical works of art; and to the patrons who generously supported the project."

At the Ontario Tourism Awards in Ottawa on Nov. 22, the Hills of Headwaters was named the recipient of three awards. In addition to its Parade of Horses award, the association took home two others, including Tourism Marketing Campaign Under \$25K for its "Headwaters: Where Ontario Gets Real" launch, as well as a Tourism Print Collateral Award for its Headwaters 2015 Four-Season Visitors' Guide.

"This national recognition, along with the three awards we received the week before at the Ontario Tourism event in Ottawa, really helps put the Headwaters region on the map, and supports our local businesses and rural economies," said Headwaters executive director Michele Harris.

Chris Halliday covers Dufferin County, school board and police. He can be reached at challiday@orangevillebanner.com. Follow the Orangeville Banner on [Twitter](#) and [Facebook](#).

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Sunday, December 4, 2016

Local National Tourism Award Winner

Dufferin County | by Phil De Land

Headwaters Tourism has been picking up some more awards, this time Canada-wide.

Headwaters Tourism has been picking up some more awards.

They recently took home three awards at the Ontario Tourism Excellence Awards, and now they have been honoured at the national level.

Headwaters Tourism accepted an award for Innovator of the Year Award for the Headwaters Parade of Horses at the Canadian Tourism Awards this week.

They were also recognized as a finalist for campaign of the year for "Where Ontario Gets Real".

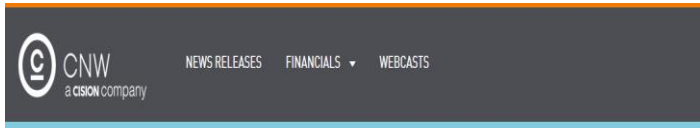
November 22nd, Headwaters Tourism was named a winner in the following categories by the Tourism Industry Association of Ontario:

Tourism Marketing Campaign Under \$25,000 for the Headwaters: Where Ontario Gets Real brand launch, Tourism Print Collateral Award for the Headwaters 2015 Four-Season Visitors' Guide, and Tourism Innovator of the Year for the Headwaters Parade of Horses.

[Previous Page](#) | [Print This Story](#)



Executive Director Report 02 December 2016



See more news releases in [Leisure & Tourism](#) | [Awards](#)

Announcing Winners of the 2016 Ontario Tourism Awards of Excellence



OTTAWA, Nov. 23, 2016 /CNW/ - The Ontario tourism industry's best and brightest were celebrated at the annual Ontario Tourism Awards of Excellence Gala on Tuesday, Nov. 22 at The Westin Ottawa. The Ontario Tourism Awards of Excellence recognize industry successes by acknowledging those who have made significant contributions to Ontario's tourism industry.

Jointly presented by the Culinary Tourism Alliance (CTA), the Ontario Tourism Marketing Partnership Corporation (OTMPC) and the Tourism Industry Association of Ontario (TIAO), the Ontario Tourism Awards of Excellence are divided into three respective categories. The Culinary Tourism Awards of Excellence are about the passion and excellence of those dedicated to advancing food tourism in Ontario, and recognizing those who work hard to tell the stories of our growers, producers, chefs, winemakers and brewers. The Tourism Marketing and Travel Media Awards of Excellence celebrate those who contribute to Ontario's tourism industry through impactful partnerships, marketing activities and media relations. The Tourism Industry Awards of Excellence are presented to organizations, businesses and individuals that represent the quality of outstanding offerings that make Ontario a world-class destination.

In addition to the Ontario Tourism Awards of Excellence, this year Attractions Ontario also presented its Ontario's Choice Award for Top Attraction. New for 2016, Ontario's Choice Awards called upon Ontario tourists and locals alike to let their voices be heard. From February until September of this year, fans placed their votes for their favourite attractions in eight different categories.

The winners for 2016 are:

Ontario's Choice Award by Attractions Ontario

Top Attraction	LEGOLAND® Discovery Centre Toronto
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Culinary Tourism Awards of Excellence

Culinary Tourism Leadership Award	Tourism Oxford
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Culinary Tourism Experience Award	Tourism Windsor Essex Pelee Island & EPIC Wineries
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Culinary Tourism Event of the Year Award	Beau's All Natural Brewing Company: Beau's Oktoberfest
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Tourism Marketing & Travel Media Awards of Excellence

Tourism Marketing Campaign Award Under \$25,000	Headwaters Tourism
Tourism Marketing Campaign Award Over \$25,000	Owen Sound Transportation Company
Tourism Marketing Partnership Award	City of Greater Sudbury
Tourism Print Collateral Award	Headwaters Tourism
Tourism Digital Marketing Award	Grey County Tourism
Travel Media Story Award	Josephine Matyas
Travel Media Photography Award	Colin Field

Tourism Industry Awards of Excellence (TIAO)

Accessible Tourism Award	Chelsea Hotel
Sustainable Tourism Award	Chicopee Tube Park
Tourism Employer of the Year	Haunted Walks Inc.
Tourism Champion of the Year	Barrie Martin
Tourism Innovator of the Year	Headwaters Tourism
Tourism Event of the Year	Sound of Music Festival
Lifetime Achievement Award	Grace Sammut

For more information on each award category and the winners' achievements please see the attached background.

Congratulations to all of the 2016 winners! Each one exemplifies Ontario's diverse, vibrant tourism industry, and demonstrates clear a commitment to making Ontario one of the best destinations in the world.

Quotes

"The Ontario Tourism Awards of Excellence celebrate our industry's top achievements. We're proud to recognize these achievements—and the individuals who bring them to fruition—each year as part of the Ontario Tourism Summit."

Beth Potter, President & CEO, Tourism Industry Association of Ontario (TIAO)

"This year's winners are shining examples of what food tourism development can do to build economic growth and community in Ontario's diverse regions. Congratulations to all involved—we look forward to another delicious year of discovery in Ontario."

Rebecca Mackenzie, Executive Director, Culinary Tourism Alliance (CTA)

"Congratulations to the winners of the 2016 Ontario Tourism Awards. Your work to advance culinary tourism, develop exciting experiences, and innovative marketing plans help to attract visitors from all over the world to Ontario. Your successes contribute to a dynamic tourism industry that stimulates our economy and has a positive impact on communities across the province."

The Hon. Eleanor McMahon, Minister of Tourism, Culture and Sport

"On behalf of the OTMPC, it is with great pleasure that we offer sincere congratulations to the 2016 finalists and award winners! It is a privilege to work with tourism industry partners that demonstrate the level of commitment, vision and passion that propels Ontario to greater economic success and whose efforts help us position Ontario as a preferred global destination."

Ronald Holgerson, President & CEO, OTMPC



Executive Director Report 02 December 2016

Background

Ontario Culinary Tourism Leadership Award—Tourism Oxford

Through strategic product development and stakeholder consultations, Tourism Oxford helped reimagine the area's celebrated Cheese Trail, bringing in record amounts of visitors and creating a sense of community amongst those who live in the area. A new website coupled with their steadfast leadership has reinvigorated the area and brought new interest to the Dairy Capital of Canada.

Ontario Culinary Tourism Experience Award—Tourism Windsor Essex Pelee Island & EPIC Wineries

As you journey through Ontario's southernmost wine region, you quickly discover there's something special about Windsor-Essex Pelee Island wineries. The EPIC passport is a way to easily unlock their secrets and includes discounts, a full map, event listings and information of where to eat, stay and play in the region. It's a self-guided experience made better by the welcoming nature of the experiences along the way.

Ontario Culinary Tourism Event of the Year—Beau's All Natural Brewing Company: Beau's Oktoberfest

Since 2006, Beau's All Natural Brewing Company, located in Vankleek Hill, has been brewing award-winning beer using certified organic ingredients & local spring water. Beau's Oktoberfest is the company's annual signature fundraiser. The festival brings 20,000 people to the small Eastern-Ontario town every year to enjoy delicious craft beer from over 50 other craft breweries, as well as local cuisine created to reimagine the Bavarian theme from over twenty different restaurants from the area.

Tourism Print Collateral Award—Headwaters Tourism

The Headwaters 2015 Four-Season Visitors' Guide was the first embodiment of the region's new consumer identity. With a brand promise of "Where Ontario Gets Real", all content, photography, and in fact the entire team itself had to be authentically Headwaters. The editorial content was fresh, original and showcased everything that is our "real". Photography was critical. Our people were showcased in stark black & white. Edgy and funky – appealing to our target market. But also a bit of a throwback, a nod to our history and heritage – everything that makes Headwaters "real". It's not a traditional tourism guide; in fact, we call our Guide a consumer lifestyle magazine – and consumers loved it!

Tourism Digital Marketing Award—Grey County Tourism

Grey County Tourism provides destination management and marketing to increase sustainable tourism revenues through all four-seasons. The 2015 Summer/Fall Digital Campaign focused on promoting key trip-motivating experiences to Grey County; waterfalls, paddling, cycling and fall harvest & touring, including the Apple Pie Trail, Owen Sound Salmon Tour, and Saints & Sinners. The fall campaign also included the "Ultimate Fall Colour Adventure Contest". The digital campaign generated a total of 3.2 million impressions, 118% increase in web sessions, 250% increase Facebook engagement and resulted in 5,000 mailed packages and 6,500 downloads.

Tourism Marketing Partnership Award—City of Greater Sudbury

In August 2015, CTV's The Amazing Race Canada, Canada's most-watched summer television program, showcased to viewers an unexpected and eye-catching side of Greater Sudbury. Assembled by the Sudbury Tourism team, six organizations partnered to attract and host The Amazing Race Canada, a unique platform in a medium that is typically out of reach due to cost. In addition to the City of Greater Sudbury, OTMPC and Tourism Northern Ontario, along with Vale, Laurentian University, Science North and Health Sciences North were all integral to this innovative partnership.

Travel Media Story Award—Josephine Matyas

Josephine is a full-time freelance writer who explores and writes about destinations around the world. One of her favourites is right here in her backyard—the Thousand Islands of southeastern Ontario.

Travel Media Photography Award—Colin Field

Colin Field is a writer, photographer and editor that specializes in outdoor adventure. Formerly an editor at Mountain Life, SKIER and SBC Kiteboard he's now a full-time freelancer for various clients, both in a commercial and editorial capacity.

Tourism Marketing Campaign Award Under \$25,000—Headwaters Tourism

When Headwaters rebranded, it was positioned as the home of rural enjoyment and simple, authentic living (R-E-A-L). "Real" became our brand promise. Over the summer of 2015 the brand was activated through events, trade shows, and lots of other top-secret, guerilla-esque shenanigans. A Headwaters "horse" made an appearance in downtown Toronto; consumers were invited to "show us their real" and were placed on their own magazine cover. And because our brand is about our people and their connection to place, we decided to let them speak for themselves! So we introduced our people through digital storytelling that simply, eloquently, humorously and inspirationally told the story of Headwaters: Where Ontario Gets Real.

Tourism Marketing Campaign Award Over \$25,000—Owen Sound Transportation Company

The mission to expand our digital footprint and build awareness of the Chi-Cheemaun Ferry, while connecting with our target audience on an emotional level, was accomplished through the diversity of this campaign. Creative digital assets included web banners, pre-roll animated videos, promoted social posts, social media profiles & presence along with the re-design of www.ontarioferries.com, allowed for deep, engaging story telling. Overall, web traffic for the entire site season grew 17% increasing the total sites visits to 436,062 with 41,177 direct web visitors from paid media, which thus played a key role in the substantial growth in ridership.

Accessible Tourism Award—Chelsea Hotel

The Chelsea is committed to ensuring that persons with disabilities have access to the same information as all guests, consistent with the principles of dignity, independence, integration and equal opportunity. The Chelsea's innovation is best exemplified through its adoption of the Closing the GAP (Guest Accessibility Package) program; designed to enhance the hospitality experience for persons with disabilities, it provides guests of the Chelsea Hotel with amenities and surroundings in a way that speaks to persons with disabilities. The package helps minimize any potential accessibility barriers due to lack of communication and information. Designed by Accessibility Professionals of Ontario (APO), a full service accessibility consulting firm, the Chelsea Hotel was the first hotel in Ontario to implement the program.

Sustainable Tourism Award—Chicopee Tube Park

Chicopee Tube Park designed and built a Holding Pond to capture melting snow, rain and storm water-run-off, in an effort to reduce costs for electricity and remove reliance on municipal water to make artificial snow. The park requires about 4,023,340 gallons per winter seasons to make artificial snow, an approximate cost of almost \$39,000. Following construction of the Holding Pond, the park used stormwater to handle all of its snowmaking for 2015/16. All water used for snowmaking was recovered from the park site, energy savings resulted in approximately \$6,000 in electricity costs, and the park removed more than \$38,000 in annual municipal water costs, replacing this expense with renewable infrastructure that captures on-site storm water.

Tourism Employer of the Year—Haunted Walks Inc.

Since 1995, tour guides from Haunted Walks Inc. have been entertaining and educating the public with Kingston, Ottawa and Toronto's darker history and many ghost stories. Over 80 tour guides are easily recognizable by their dark cloaks and lanterns, and they've hosted over 80,000 visitors on tours between the three locations in 2015. The management team includes several members who have worked for the company for 10 years or more, and some tour guides have worked with Haunted Walks for up to 15 years in the company's 21-year history. Haunted Walks offers its employees flexible, online scheduling, involvement in decision-making through employee-led committees, as well as a profit sharing program, among other perks and initiatives.

Tourism Champion of the Year—Barrie Martin

Barrie owns and operates Yours Outdoors, a company that specializes in experiential tourism and offers unique adventures in nature, art and culture in the Haliburton Highlands. In addition, Barrie is co-chair of the Haliburton Highlands Tourism Stakeholders Group, Past Chair of Adventure Haliburton, as well as an active member of Ontario's Highlands Tourism Organization Travel Trade Partnership, vice-president of the Haliburton County Community Cooperative, and project manager for the Hike Haliburton Festival. Barrie also provides consulting services in tourism, outdoor and ecological education, trail development and management, and community development.

Tourism Innovator of the Year—Headwaters Tourism

The Headwaters Parade of Horses was an innovative undertaking utilizing 26 life-size fiberglass horses as the canvas for a public art project in anticipation of the arrival of tens of thousands of visitors for the equestrian events of the TO2015 Pan Am Games. The life-size canvases became innovative "wayfinding signage" that encouraged extended length of stay and encouraged exploration of the ancillary tourism offerings available across the 2,534 sq/km rural region of Ontario. The Headwaters Parade of Horses was a "big idea with a \$0 budget" that galvanized the industry and the broader community and became the hallmark of the TO2015 Pan Am Games for the Headwaters region, and a legacy for the Games that lives well beyond the competition itself.

Tourism Event of the Year—Sound of Music Festival

Every year in June—due to the passion, love and commitment of hundreds of volunteers, a small staff and a roster of generous sponsors and partners—music takes over Burlington's downtown and waterfront. Sound of Music Festival showcases an eclectic combination of new and emerging artists, blasts from the past and some of today's most popular performers, all in an outstanding lakeside location, largely free with ticketed options. The Festival is an integral part of our Canadian culture, recognized as a tourism driver and, is the largest music event in the Hamilton/Halton Regions. Canada's Largest Free Music Festival is regarded as culturally significant through its music entertainment variety and appeal to all demographics, tastes and ages. Data collected from an economic impact model demonstrated significant economic activity as a result of this event, including \$4.4 million in spending by non-local attendees, and a total of \$11.7 million generated in overall economic activity.


Lifetime Achievement Award—Grace Sammut

Grace has been a leader in Ontario's tourism industry for over 20 years. Currently the Executive Director of Resorts Ontario, Grace has sat on a number of committees for the OTMPC, including the organization's International and European Committees. Most recently, she served as Vice-Chair on the OTMPC Board of Directors. Grace has also sat on the boards of the former Tourism Federation of Ontario, the Ontario Canada Select Board, and the Ontario Canada Select National Board.

SOURCE Ontario Tourism Marketing Partnership Corporation

Image with caption: "Announcing Winners of the 2016 Ontario Tourism Awards of Excellence (CNW Group/Ontario Tourism Marketing Partnership Corporation)". Image available at: http://photos.newswire.ca/images/download/20161123_C6346_PHOTO_EN_822835.jpg

For further information: CONTACTS: Enza Chiappetta, (A) Corporate Communications Manager, OTMPC, 416-314-6590, Enza.chiappetta@ontario.ca; Taylor Poelman, Communications Coordinator, TIAO, 416-483-1691, communications@tiaontario.ca



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Headwaters Parade of Horses cleaning up

Headwaters tourism goes from provincial to national honours

Caledon Enterprise
By [Matthew Strader](#)

It's another honour for Headwaters Tourism's Parade of Horses.

The team from Headwater's Tourism was proud to accept the Visa Canada Innovator of the Year Award at the 2016 Canadian Tourism Awards for the initiative the group put together for the TO2015 Pan Am games.

Caledon and area was the host for the equestrian events at the international athletic competition and Headwaters created the Parade of Horses as a way to attract eyes to the games, but also to the area as a whole. Instead of being a venue specific attraction, the Parade of Horse saw artistic painted horses spread throughout the Headwaters region, with visitors seeking out individual horses in a scavenger hunt type fashion.

"A huge debt of gratitude to the Headwaters Equine Leadership Group for their vision; to Vicki Sword, project manager; to all the artists who voluntarily transformed the horses into magical works of art; and to the patrons who generously supported the project. The Headwaters Parade of Horses showcases the power of community and this recognition by the Tourism Industry Association of Canada is a testament to community coming together to create a legacy for the Toronto 2015 Pam Am Games," said Headwaters Tourism Board Chair, Stacey Coupland.

The Canadian Tourism Awards are presented annually by the Tourism Industry Association of Canada to recognize success, leadership and innovation in Canada's tourism industry, and to reward those people, places, organizations and events that have gone above and beyond to offer travelers superior tourism experiences in Canada, read a press release about the award.


This national recognition at the 2016 Canadian Tourism Awards comes on the heels of Headwaters Tourism being a three-time winner at the 2016 Ontario Tourism Awards of Excellence, just a week ago in the nation's capital.

Headwaters' Parade of Horses received the award for Tourism Innovator of the Year, while Headwaters was also honoured with the Tourism Print Collateral Award and the Tourism Marketing Campaign Under \$25,000.

Matthew Strader is a reporter with the Caledon Enterprise. He can be reached at mstrader@caledonenterprise.com. Follow him on Twitter [@CaledonStrader](#). And The Enterprise on [Facebook](#).






Parade of Horses cleaning up
Danielle Marr/Metroland
Deborah Jolly, an abstract artist from Caledon works on her horse statue, Missy.



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Ontario Tourism Campaign Honoured at National Tourism Awards



'Where Am I?' Promotion Wins Marketing Campaign of the Year Award

OTTAWA, Dec. 5, 2016 /CNW/ - Ontario's innovative tourism marketing campaign was honoured on November 30, 2016 at the Canadian Tourism Awards hosted by the Tourism Industry Association of Canada (TIAC).

Created by the Ontario Tourism Marketing Partnership Corporation (OTMPC), an agency of the Ministry of Tourism, Culture and Sport, the 'Where Am I?' brand campaign received the 2016 Fairmont Hotels and Resorts Marketing Campaign of the Year Award at Canada's most prestigious tourism awards gala.

Taking a responsive and new approach to marketing the province, OTMPC launched the 12-day, multi-phased 'Where Am I?' brand campaign in June 2016 throughout Ontario and Quebec. The campaign was designed to surprise Ontarians with images of Ontario experiences and attractions that they may not have known existed, and to demonstrate to Quebecers that Ontario's offerings are uniquely distinguishable.

The components of the campaign included a ten-day 'intrigue' and two-day 'reveal' phase, and featured one 60- and two 15-second television commercials, supported by online video, digital, social media, and cinema. The campaign's 'sustain' phase continued to win people over until mid-September, with visits to OTMPC's website, www.ontariotravel.net, surpassing targets.

Results showed that it successfully reignited Ontarians' curiosity and interest, and triggered the desire to discover, or rediscover, their province. Over the three coordinated phases the 'Where Am I?' campaign generated 11.9 million video views across multiple digital and social channels, resulting in an increase in traffic to OntarioTravel.net of 16% over the previous year for the same period, for a total of 596K web visits. The campaign generated over 48K comments and reactions over numerous social media platforms.

OTMPC congratulates all this year's Canadian Tourism Awards winners and finalists, with applause for our Ontario winners: Great Wolf Lodge – Niagara Falls (VIA Rail Community Outreach Award), Headwaters Parade of Horses – Mono (VISA Canada Innovator of the Year Award), and Fort William Historical Park – Thunder Bay (Parks Canada National Cultural Tourism Award).

'The Canadian Tourism Awards are presented annually by the Tourism Industry Association of Canada to recognize success, leadership and innovation in Canada's tourism industry, and to reward those people, places, organizations and events that have gone above and beyond to offer travelers superior tourism experiences in Canada.' Tourism Industry Association of Canada

QUOTES

"Congratulations to our tourism marketing agency, OTMPC, on being recognized by the Tourism Industry Association of Canada for the outstanding 'Where Am I?' campaign. Ontario is a dynamic destination for visitors from across the province and beyond, and this campaign shines a spotlight on the many unique tourism experiences our province has to offer."
- Eleanor McMahon
Minister of Tourism, Culture and Sport

"OTMPC is delighted that TIAC has recognized its dynamic new approach to introducing consumers to Ontario's unfamiliar side. The campaign has been a great success and provides a foundation upon which to build future promotions. We will continue to present Ontario using a new lens throughout all seasons, and to inspire and motivate consumers to explore its many wonderful and diverse experiences and destinations. Kudos to Vice President and Chief Marketing Officer Lisa LeVecchia and her team, as well as to our creative agency FCB Toronto. Congratulations to all this year's finalists and winners."
- Ronald Holgerson
President and CEO, Ontario Tourism Marketing Partnership Corporation

LEARN MORE

To watch the commercials, visit www.ontariotravel.net.
To see a list of all Canadian Tourism Awards winners and finalists [click here](#).

Disponible en français

SOURCE: Ontario Tourism Marketing Partnership Corporation

Image with caption: "ONTARIO TOURISM CAMPAIGN HONOURED AT NATIONAL TOURISM AWARDS (CNW Group/Ontario Tourism Marketing Partnership Corporation)". Image available at: http://photos.newswire.ca/images/download/20161205_C7534_PHOTO_EN_831230.jpg

For further information: Media contact: Enza Chappetta, Corporate Communications Manager, 416-314-6590, Enza.chappetta@ontario.ca

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Upcoming events/municipal updates:

Town of Shelburne:

EVENT NAME	DESCRIPTION	DATES
Troupe Adore	Music, arts and culture performances Jack Downey Park	Times for the "Christmas Chorale in the Park" Saturday December 17th - 12-6pm (possibly until 9pm)

Town of Erin:

Erin Village BIA

Christmas in the Country!

Customers who make a purchase at any participating Erin Village Merchants during the promotion period, are entitled to collect a merchant stamp. Collect 5 business stamps and the customer is eligible to complete a ballot to enter the contest.

Shop the Village Not the Box!

This holiday season, we thank you for making the choice to shop and support your local merchants.

We are here to provide you with the best, unique treasures for everyone on your gift list.

In turn, we reinvest in our community! Participating Downtown Erin Village merchants will be **OPEN EXTENDED HOURS** to celebrate local shoppers.

Free skating at Hillsburgh Community Centre 1-3 with free hot chocolate

Free skating at Erin Community Centre 2-4 with free hot chocolate

Fireworks at Erin Community Centre at 5 PM

**Ministry of
Municipal Affairs**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des
Affaires municipales**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télé. : 416 585-6470



16-71532

Dear Head of Council,

I am pleased to announce that the government introduced Bill 68 – the proposed *Modernizing Ontario's Municipal Legislation Act, 2016* in the Legislature on November 16, 2016.

The proposed *Modernizing Ontario's Municipal Legislation Act, 2016* is the result of the review of three key elements of Ontario's municipal legislative framework: the *Municipal Act, 2001*, *City of Toronto Act, 2006* and the *Municipal Conflict of Interest Act*. This package of amendments reflects my position that Ontario already has a strong legislative framework governing municipalities, and overall our legislation is working well.

The Bill includes proposed changes to help ensure our local governments remain accountable and have the flexibility to respond to the people they serve. If passed, these changes would benefit local governments and residents by:

- Increasing fairness and reducing barriers for women and parents elected to municipal governments by allowing time off for pregnancy or parental leave
- Empowering municipalities to address climate change in their communities through by-laws related to green construction in certain circumstances
- Broadening municipal investment powers, which may help better finance repairs and replacements of local infrastructure
- Improving access to justice for the public and for municipal councillors by allowing integrity commissioners to investigate complaints'
- Requiring municipalities to have a code of conduct for members of municipal councils and local boards

For a copy of Bill 68 – the proposed *Modernizing Ontario's Municipal Legislation Act, 2016* and to monitor the status of the Bill through the legislative process, please visit the Legislative Assembly of Ontario website: www.ontla.on.ca.

If you have questions please contact us at municipalreview@ontario.ca

You can also contact your regional Municipal Services Office:

Eastern Municipal Services Office

General Inquiry: 613-545-2100

Toll Free: 800-267-9438

Central Municipal Services Office

General Inquiry: 416-585-6226

Toll Free: 800-668-0230

North Municipal Services Office (Sudbury)

General Inquiry: 705-564-0120

Toll Free: 800-461-1193

North Municipal Services Office (Thunder Bay)

General Inquiry: 807-475-1651

Toll Free: 800-465-5027

Western Municipal Services Office

General Inquiry: 519-873-4020

Toll Free: 800-265-4736

Thank you for your help to ensure that our communities remain vibrant and strong, and have the tools they need to address their changing needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Mauro". The signature is fluid and cursive, with a large initial "B" and "M".

Bill Mauro
Minister

November 16, 2016

New Legislative Changes Introduced that have Direct Impact for Municipal Governments

The legislative agenda of the government resulted in three different Bills this week that are important to municipal governments. AMO will be reviewing each Bill in detail but wanted to give its members the key highlights. Some of the proposed changes are very welcomed and others less so.

Municipal Affairs Minister Introduces Amendments to the Municipal Act, City of Toronto Act (COTA) and Municipal Conflict of Interest Act (MCIA)

The review of these Acts has resulted in some amendments that are relatively substantive, and others that are more technical in nature. Many of the changes relate to transparency and accountability, conflict, and behaviour. Some impose a new obligation and others introduce flexibility. AMO will be reviewing the language of the Bill in depth in the coming weeks and will update members accordingly.

Key highlights of the more substantive changes:

- Require that all municipalities provide access to an Integrity Commissioner (IC) and all of the functions of an IC.
- The role of the IC is expanded to: i) conduct inquiries upon complaint or own initiative for MCIA (financial interests of elected officials), and code of conduct matters (ethical behaviour); ii) provide advice to councils and local boards respecting their obligations under the MCIA and code of conduct; and iii) provide educational information to the public, councils and local boards on these matters.
- Under the MCIA, an IC can investigate a complaint from any person concerning an alleged contravention, and upon completion of an investigation, the IC can apply to a judge for a determination as to whether the member has in fact contravened the Act.
- The mandatory penalties for contraventions of the MCIA will be replaced with a broader range of penalties (e.g., fines, suspension). Other new provisions under MCIA relate to the need for written disclosure of interest, dealing with influence, and a registry.
- All municipal governments will be required to have a Code of Conduct for councils and local boards that informs ethical behaviour (different from the financial interests of the MCIA).
- Councils will also be required to have a formal policy on council-municipal staff relations to address the roles and responsibilities of municipal public service and the interaction with council.
- Definition of Open Meeting: The government is moving to clarify that a meeting with council, local board or committee involves a quorum of council members and that they discuss a matter in a way that "materially advances" the business or decision-making.
- Electronic meetings: Councils and Committees to have the authority to allow electronic participation in their procedural by-law. However, electronic participation will not be counted for quorum purposes.
- Open meeting exceptions to include: i) information supplied in confidence by Canada, a province or territory or a Crown agency; ii) certain third party information supplied in confidence; iii) trade secret or financial, commercial, etc. information that belongs to the municipality or local board and has monetary value or potential monetary value; or iv) instructions, etc. to any negotiations by or on behalf of the municipality or local board.
- Requirement to pass resolution on how Council/Local Board intends to address a meeting investigation report where the situation was contrary to open meeting provisions.
- Regional council composition can now be changed by by-law rather than need for Minister's regulation.
- Regional municipal governments will be required to review their council membership that represent their lower-tier municipalities at least once following every second municipal election, starting after the 2018 municipal election; Minister would have power to make a regulation changing a regional council's composition if a regional municipality is unable to come to a local decision within two years following every second municipal election.
- A lower-tier council can temporarily appoint an alternate member of lower-tier council who is a member of both the lower-tier and upper-tier council to replace the member who is unable to attend an upper-tier council meeting.
- Add a new broad authority to use administrative monetary penalties for municipal bylaw contraventions.
- Repeal a provision so that municipal by-laws will have effect in areas under jurisdiction of conservation authorities.
- Require adoption of a policy for pregnancy leaves and parental leaves for council members.
- Eligible investments framework changes to add a prudent investor standard regime subject to a regulatory design that if done well could take advantage of the One Investment Program of AMO and Municipal Finance Officers Association as a prudent investor.
- Added flexibility to deal with forfeited corporate property and to administer tax sales faster.

- Add a new broad power to deal with climate change (although cannot exceed the Building Code or other provincial statutes) and to clarify the municipal role in energy planning.
- The Minister will have regulation-making authority to prescribe actions (unknown at this point) that municipalities must take to support local integrated planning in order to implement community hubs.
- Require a municipality to meet prescribed conditions before it establishes a small business program instead of obtaining ministerial approval.
- *Municipal Election Act* to be changed to reduce the time between the election of councils and their first meetings, proposed to be Nov 15; increase the maximum contribution limit to a single candidate or third party advertiser so that it is the same as the province (\$1,200); and introduces formula to limit self-funding.

Fall Budget Bill

While the omnibus Bill was introduced today (Nov. 16) it is not available on Hansard as yet. We understand it contains changes to:

- Require direct election for all regional government chairs (some are currently directly elected through previous specific legislation).
- Interest arbitration regime for fire and police that would remove the requirement for the parties to go through a conciliation process before the interest arbitration process can commence; require pre-hearing submissions; and prohibit boards of arbitration from referring items in dispute back to the parties for further negotiation, unless the items relate to implementation of an award, or if both parties agree that items can be referred back prior to the making of a final award. The municipal priority issue of capacity to pay was not acted upon, however, the Minister will continue to hold discussions with the fire and municipal sector.

Bill 65 Introduces Photo Radar in School and Community Safety Zones

Creates authority for municipal governments to introduce Automated Speed Enforcement (photo radar) in school and community safety zones to reduce speeding infractions. It also allows municipalities to create community safety zones with reduced speed limits to improve pedestrian and cyclist safety, and the flexibility to reduce speed limits below 50 km/h.

This is a scoped application of photo radar and limits local decision-making on where it can be used, rather than give municipal governments the base authority. For example, municipal governments feel photo radar would be helpful in construction zones to protect the safety of road workers.

Next Steps

It is anticipated that the Fall Budget Bill, as with most budget bills, will have a quicker legislative approval process than the other Bills. AMO will review that Bill in detail once it is available on Hansard to determine if there are any additional changes that will impact municipal governments.

More work is ahead as well for the other two Bills as we review their legislative language with a view of what makes sense to improving municipal governments authority and where unintended consequences might occur. We'll be readying for Standing Committee processes which are likely in early 2017 given that the House still has to debate the Bills for Second Reading before referral and the House is scheduled to rise December 8.

From: MOE CCU (MOECC) [<mailto:MOE.CCUENE@ontario.ca>]
Sent: Friday, December 02, 2016 3:38 PM
Subject: Ministry Seeks Input on Proposed New Rules for Bottled Water Permits

As previously informed, the Ministry of the Environment and Climate Change has proposed a regulation (EBR Registry Number 012-8783) that would establish a moratorium on the issuance of new or increasing permits for water bottling. The moratorium would prohibit the issuance of permits for new water bottling facilities or prohibit the Ministry Director from increasing the amount of water an existing water bottling facility is authorized to take under its permit. The moratorium would apply in all of Ontario and would be in effect until January 1, 2019.

Any renewals of existing permits from existing facilities for water bottling from groundwater would be restricted to the same or a lesser amount of groundwater and from the same location. These renewals requests from existing facilities would be subject to new requirements, proposed in this notice.

The Ministry of Environment and Climate Change is writing to inform you that today, the Ministry has posted a proposal for comment on the Environmental Bill of Rights (EBR) Registry to outline the new requirements for bottled water permits using groundwater. The proposal would also put in place stricter rules for renewals of existing permits.

These new rules fall into three general areas: new science requirements, new public transparency requirements and new operating rules.

New science requirements include: submission of a detailed hydrogeological study to support water taking; justification for the taking; a new cumulative effects study (including climate change and evaluating water takings on a geographic basis and considering the cumulative impacts within a watershed or aquifer); monitoring wells; and, other applicable monitoring and reporting requirements.

New public transparency and reporting requirements include: mandatory pre-submission notification and consultation with Indigenous communities; direct notification of conservation authorities, municipalities and Indigenous communities; posting to the EBR for a minimum 60 day public commenting period; proponents making science studies publicly available; requiring bottled water companies to create a public website that contains the information collected from the monitoring wells and any results from studies and tests; and, requiring bottled water companies to make both permitted and actual water takings publicly available on a weekly basis.

New operating rules, if a permit application is approved, include: issuing permits for 1-5 years with a new 5 year maximum; mandatory reductions during drought/low water conditions consistent with the Ontario Low Water Targets (minimum of 10% during Level 1, minimum of 20% during Level 2, and minimum of 30% during Level 3 events); new requirements for specific ongoing monitoring and reporting; continuous updating of permits as science progresses; and, conditions requiring the renewal application to be processed as a Category 3 application with the corresponding application fee of \$3,000 to cover the costs associated with processing the application.

This proposal has been posted for public review and comment. We invite your comments on this proposal and encourage you to submit them through the Environmental Registry by January 30, 2017.

The proposal can be found on the Environmental Registry at: [012-9151](#)



Environmental Registry
Registre environnemental



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Policy Proposal Notice:

Title:

Bottled Water Technical Guidance Document

EBR Registry Number:

012-9151

Ministry:

Ministry of the Environment and Climate Change

Date Proposal loaded to the Registry:

December 02, 2016

Keyword(s): Water

Comment Period: 60 days: submissions may be made between December 02, 2016 and January 31, 2017.

Description of Policy:

The Ministry of the Environment and Climate Change ("the Ministry") has proposed a regulation (EBR Registry Number [012-8783](#)) that would establish a moratorium on the issuance of new or increasing permits for water bottling by prohibiting a person from using groundwater for the purpose of manufacturing bottled water or manufacturing water as a product that is sold in other types of portable containers. The moratorium would apply in all of Ontario and would be in effect until January 1, 2019.

The regulation would prohibit any increases in the amounts of groundwater a water bottling facility is authorized to take under an existing Permit to Take Water (PTTW) while the moratorium is in effect. Any renewals of existing permits from existing facilities for water bottling from groundwater would be restricted to the same or a lesser amount of groundwater and from the same location. These renewals requests from existing facilities would be subject to new requirements, proposed in this notice.

These requirements are being proposed to enhance water security in Ontario, by ensuring the wise use and management of groundwater in the face of climate change and increasing demand due to population growth.

The proposed guidance document (attached) outlines the new requirements for bottled water Permit renewals. There are two types of new requirements - procedural requirements and technical requirements. In general, the new procedural requirements are designed to increase public reporting and transparency, and the new technical requirements are designed to increase the science requirements for proposed applications for Permit renewals.

In addition to the existing proposal for a moratorium and this proposal that identifies new rules for renewals, the Ministry will also be posting for public comment a proposal for a new water charge for water bottlers.

Purpose of Policy:

The Ministry is looking for your input on the proposed new requirements for bottled water permit renewals that are summarized below, and outlined in the attached draft guidance document.

Proposed New Procedural Requirements:

Contact:

All comments on this proposal must be directed to:

Patrick Spezowka
 Supervisor
 Ministry of the Environment and Climate Change
 Operations Division
 Southwestern Regional Office
 733 Exeter Road
 London Ontario
 N6E 1L3
 Phone: (519) 873-5027
 Fax: (519) 873-5020
 Toll Free Phone: (800) 265-7672

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

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

Additional Information:

The following government offices have additional information regarding this Proposal. To arrange a viewing of these documents please call the Ministry

- **Early Discussion:** Mandatory pre-application technical consultation with the Ministry to ensure clarity on Ontario's rules governing water takings; to discuss pre-submission notification and consultation requirements; requirements related to consideration of source water protection, climate change, drought and cumulative effects; mitigative measures and the hydrogeological study approach and the new stringent Permit conditions.
- **Mandatory Pre-submission Notification:** A proponent would be required to notify and consult with conservation authorities, municipalities, source protection authorities and other persons or communities. The public consultation and notification plan shall be reviewed during the pre-application consultation with the Ministry.
- **Mandatory First Nations and Métis Pre-submission Notification:** A proponent would be required to notify and consult with potentially affected First Nations and Métis. The consultation plan with the First Nations and Métis shall be reviewed during the pre-submission discussion with the Ministry.
- **Mandatory Public Consultation:** The proposal would be posted for a minimum 60 days for public comment period on the EBR, applicable for all bottled water applications (previously 30 day). All comments received will be taken into consideration during the application review. The Ministry has the authority to require a longer consultation period if it is felt to be in the public interest.
- **Mandatory Public Reporting:** The proponent would be required to publicly post on a website all materials related to the application to allow for easy public access.
- **Factors to Consider in Decision Making:** In evaluating a bottled water application, the Director must continue to consider; all public comments received, the results of the consultations with stakeholders and with First Nation and Métis communities, the natural functions of the ecosystem, water availability, technical studies, and the interest of other persons who have an interest in the water taking.
- **Mandatory Reductions in Times of Drought:** Following public comment and if a permit is approved, then there will be a new requirement for a mandatory decrease of a minimum of 10% reduction in water taken during Level 1 Low Water declaration, mandatory decrease of a minimum of 20% reduction during Level 2 declaration and a mandatory decrease of a minimum of 30% reduction during Level 3 (currently voluntary reductions).
- **Regular review:** In order to allow for new science and public input to be regularly considered, any new Permit will be issued for a time period of 1-5 years, with a 5 year maximum (reduced from the existing 10 year maximum).
- **New Stringent permit conditions for bottled water will include:**
 - Monitoring and recording the total volume of water taken each day using devices that are capable of direct volumetric flow measurement and data recording.
 - All data, interpretations, plans, or proposals for Permit changes submitted to the Ministry will be required to be supported by technical documentation prepared by a Qualified Person.
 - Annual monitoring report is to be submitted to the Ministry that summarizes, presents and interprets all monitoring data that is collected under the authority of the Permit.
 - Prior to commencement of water taking, the Permit Holder will be required to have a Well Interference Protocol prepared by a Qualified Person to address any public complaints of well interference. The Permit Holder will be required to provide a copy to the Ministry, the local conservation authority and the relevant municipality and have it posted publicly on a website.
 - Permit Holders will be required to develop and maintain a public website that contains the following: the Permit; all technical reports submitted to the Ministry; annual monitoring reports;

Contact or the Office listed below.

Environmental Bill of Rights
Office
40 St. Clair Avenue West
Floor 12
Toronto Ontario
M4V 1M2
Phone: (416) 314-4089

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

All links will open in a new window

1. [Procedural and Technical Guidance Document for Bottled Water: Permit to Take Water Applications and Hydrogeological Study Requirements](#)

- executive overview of the taking; Well Interference Protocol; graphical or numerical presentation of all daily water takings at each source (to be updated weekly); and all monitoring data.
- The Permit Holder will be prohibited from discharging water or any type of effluent to the natural environment without the appropriate approval.
- The Director has the discretion, based on reasonable grounds, to amend or revoke a Permit at any time.
- In addition to posting water taking records on a public website, the Permit Holder will continue to be required to annually report daily water takings to the Ministry's Water Taking and Reporting System.
- **Category Three Fees:** Applications for bottled water Permit renewals are category three applications due to the requirement for a hydrogeological study and therefore the fee will be \$3000 (as opposed to the previous fee of \$750 for renewals without a study). This fee is separate from the annual charge for water taking that applies under Ontario Regulation 450/07.

Proposed New Technical Requirements:

The proposal would require all applications of Permits for groundwater takings that are for the purpose of water bottling to continue to be accompanied by a hydrogeological study. This study would provide the detailed technical information to evaluate any potential impacts as a result of the water taking. This study would be publicly available.

The hydrogeological study is required to include the following:

- Identification and description of the location and ownership of the property.
- The intended use of the taking.
- Who performed the hydrogeological study and when it was conducted.
- An outline of the scope of work performed in the study.
- An evaluation of the purpose, rates, volumes, location and predicted impact of the proposed water taking.
- An evaluation of the surrounding land use and natural features located adjacent to, and/or near the property.
- Justification for the water taking that takes into account the Ministry's (SEV's).
- Characterization of the hydrogeologic setting; the local physiographic and hydrogeological setting, including groundwater and surface water features and functions, so that the potential for interference can be evaluated. The study areas shall not be limited to the property boundary, but should focus on the area delineated by the maximum predicted area of influence.
- Well survey to collect baseline data.
- Consideration for surface water features in the study area so that potential interference can be evaluated.
- Methodology for the pumping test and drawdown analysis.
- A baseline water quality study.
- Field study analysis and any numerical computer modeling conducted, and summarize water budgets or estimates of sustainable yield that are made.
- Consideration of the potential for cumulative effects; the cumulative effects assessment shall take the form of a water budget, as a minimum. A water budget is a quantification of the various components of the hydrologic cycle to better understand how water moves through a watershed of an aquifer. A water budget shall be conducted using the methodologies under the Clean Water Act. Applicants are encouraged to update existing water budgets that have been prepared under the Source Protection Program. Where a water budget is not available, the applicant will need to conduct their own analysis.

- Impact assessment to determine the impacts of the taking on water quantity or quality including; impact to surface water and natural functions of the ecosystem, impact to existing groundwater users, cumulative effects assessment, climate change and drought assessment.
- Groundwater monitoring plan to monitor and evaluate the impacts of the taking to the natural functions of the ecosystem and to existing water users, ensure that groundwater elevation levels do not fall, confirm over time whether there is significant deviation between actual and predicted impacts and initiate contingency action. These monitoring results would be summarized in the annual monitoring report and posted for public review.
- Monitoring plans shall identify; frequent or continuous water-level monitoring of production and observation wells, the number of wells or piezometers required to effectively monitor groundwater levels and quality, specific hydrostratigraphic units that are being monitored, frequency and type of data collection, field sampling methods, methods of reporting and data analysis and field and laboratory sample quality assurance and quality control procedures.
- A contingency plan with established trigger limits to govern when the plans are to be put into action. The plan shall contain a description of mitigative measures that will be taken in the event that unforeseen and unacceptable impacts occur as a result of the proposed taking. Contingency plans shall also include; incorporation of low water response plans, description of mitigative measures to minimize or restore any negative impacts that may occur, and a trigger mechanism which specifies the circumstances that will trigger the implementation of the contingency plan. These contingency plans would be summarised annually and posted for public review.

Additional scientific studies would continue to be required as part of the hydrogeological study, including: a site-specific evaluation of the potential impacts to nearby water resources such as streams and wetlands, a water budget to assess potential impacts to water resources at a broader scale, and a cumulative effects assessment that takes the source protection water budgets, climate change and potential drought conditions into consideration.

These procedural and technical requirements are part of the Ontario government's efforts to protect groundwater resources and to prevent impacts to the natural environment and other water users. The PTTW program and its rules may continue to be improved in the future as new science and policy emerges.

Public Consultation:

This proposal has been posted for a 60 day public review and comment period starting December 02, 2016. If you have any questions, or would like to submit your comments, please do so by January 31, 2017 to the individual listed under "Contact". Additionally, you may submit your comments on-line.

All comments received prior to January 31, 2017 will be considered as part of the decision-making process by the Ministry if they are submitted in writing or electronically using the form provided in this notice and reference EBR Registry number 012-9151.

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

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

collection should be directed to the contact mentioned on the Proposal Notice page.

Other Public Consultation Opportunities:

Comments may also be submitted via e-mail to swr-psu@ontario.ca

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56 Alexandra Ave., Waterloo, Ontario N2L 1L5
Telephone 519-884-5549
Email: blackport_hydrogeology@rogers.com

**Blackport
Hydrogeology Inc.**

Memo

To: Joe Babin, Derek McCaughan, Ursula D'Angelo, Dina Lundy
From: Ray Blackport
CC: Christine Furlong
Date: November 30, 2016
Re: Water Component Class EA – Water Supply Assessment Update

Water EA update

Hillsburgh Water Supply

Fire Hall Well

- The initial hydrogeological assessment indicates the well appears to be capable of safely producing 980 m³/day (150 lpm) under the current well conditions. However, the issue of the well producing sediment when pumped at a higher rate, resulting in increased turbidity, may impact the maximum pumping rate of the well. A more detailed analysis of water level responses during the pumping test also suggests a potential minor water level response in the shallow groundwater zone. This response, as well as the increase in sediment (turbidity) with increased pumping, may be the result of a poor seal around the casing and/or a hydraulically connected fracture zone in the shallow upper bedrock. Based on the water level responses after a “slug” of sediment was pumped from the well during the pumping test, it is suspected that the shallow bedrock is the zone where this sediment originated. This additional testing will determine if this is the case.
- Water quality data collected since 1989, when the well was drilled, shows an increase in concentration of nitrate, sodium and chloride over the last 25 years. The concentration of sodium is well below drinking water guidelines for aesthetic purposes but slightly above the concentration of 20 mg/L which is the threshold that require owners/operators of public drinking water supplies to report to the local Medical Officer of Health (MOH). The water quality from the both existing bedrock municipal wells show lower concentrations of these parameters.

- Based on the findings of the pumping test, additional work will be conducted in the next few weeks to isolate and assess discrete water bearing zones within the bedrock aquifer system to determine water quality and water quantity within these discrete zones. The following is proposed:
 - site meeting with contractor, Town staff and Fire officials to discuss the plan,
 - pull existing well pump,
 - complete a camera survey of the well under static (no pumping) conditions and under pumping (low rate) conditions to assess flow/water bearing zones and movement of water from these zones, including at the well casing contact,
 - perform packer tests, sealing upper and lower flow zones identified in the camera survey testing and to assess potential water yields from each zone,
 - obtain water quality samples from each discrete zone to determine the variation in water quality between zones,
 - based on the findings of these investigations, recommendations will be made with respect to: further development of the well to remove sediment; potential sealing of discrete zones with poorer water quality (if water loss is minimal as a result of sealing these zones); retesting the well for a short-term pumping test (24 – 48 hours) to assess the impact of any modifications to the well,
 - prepare a report, documenting background data and the findings of the water investigations in Hillsburgh.

Existing Hillsburgh Well in Victoria Park (H3)

- A historical review of previous testing of the original well (Glendevon – H1) and the Victoria Park well (H3) indicates that additional water could be available beyond the currently permitted rate of 654 m³/day (100 l/gpm) at H3. There is the potential for this well to produce 980 m³/day (150 l/gpm), and this should be pursued. Based on the water quality, most of the water from this well appears to be from the deeper bedrock zone and shows little impact from surface land use activities.
- It is recommended that the Town consult with MOECC and an application be submitted for a temporary Permit to Take Water to increase the pumping from 654 m³/day to 980 m³/day for a 48-72 hour pumping test, to assess the potential impact on water levels and water quality from increased pumping.

Erin Test Production Well

- The drilling tender contract has been awarded and a test well will be drilled on the former Mountainview property, owned by the Town. Drilling is scheduled for mid-December, with a small diameter (6-inch) test well planned to determine if a potential large water bearing zone is present in the bedrock. A substantial water bearing zone has been noted in the area, at a depth slightly deeper than a most local domestic wells, and it is hoped that the exploratory well will encounter this zone. If the zone is shown to be present, a new well tender contract will be issued for a larger diameter production well to be drilled and pumping test conducted in the late winter or early spring.
- The application for a temporary Permit to Take Water (PTTW) will be delayed until this drilling is complete, and there is enough information to justify a larger production well and associated testing.

Source Water Protection

- Data transfer is underway from the Hillsburgh pumping test to Golder Associates, who will be updating the Source Water Protection requirements for the new municipal wells, through the contract with Credit Valley Conservation, funded by the MOECC.
- Currently, new well data is being assembled, as well as additional data from CVC. The existing groundwater flow model is being “unpacked” by Golder and the first step in the model update is to refine the area around the potential new wells. A meeting is being held with Golder on December 2nd to assess additional data requirements.



December 9, 2016

Sent via email

To: Ontario Municipalities

Re: Richmond Hill Resolution - A Bank for Everyone – Support Postal Banking

Richmond Hill Town Council, at its meeting held on November 28, 2016, adopted the following resolution:

- a) That the Town of Richmond Hill encourages the Federal Government to review the Banking Act to allow postal banking at Canada Post;
- b) That the Town of Richmond Hill encourages the Federal Government to amend the Canada Post Act of 1981 to allow postal banking at Canada Post;
- c) That the Town of Richmond Hill encourages the Federal Government to instruct Canada Post to add postal banking as a service, with a mandate for financial inclusion either as a stand-alone bank or in cooperation with other financial organizations which may include the Business Development Bank of Canada (BDC);
- d) That the Town of Richmond Hill call on the federal government to instruct Canada Post to add postal banking, with a mandate for financial inclusion;
- e) That Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to the Federation of Canadian Municipalities;
- f) And further, that Council direct staff to forward this resolution to:
 1. Leona Alleslev, Member of Parliament, Richmond Hill, Ontario 12820 Yonge Street, Suite 202, Richmond Hill, Ontario L4E 4H1, Canada;
 2. Majid Jowhari, Member of Parliament (Richmond Hill) 9140 Leslie Street, Unit 407 Richmond Hill, Ontario L4B 0A9, Canada;
 3. Clark Somerville, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3;
 4. Other local governments in Canada for whom contact information is readily available;

.../2

December 9, 2016
Page 2

5. The Federation of Canadian Municipalities;
6. Judy Foote, Minister of Public Services and Procurement, Rm 18A1,
11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5;
7. Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank
Street, Ottawa, Ontario, K2P 1Y3.

In accordance with Council's directive, please find attached a copy of the Council endorsed member motion.

If you have any questions, please contact the Office of the Clerk, at 905-771-8800.

Yours sincerely,



Stephen M.A. Huycke
Director of Council Support Services/Town Clerk

Attachment

cc: Leona Alleslev, Member of Parliament - Richmond Hill
Majid Jowhari, Member of Parliament- Richmond Hill
Clark Somerville, President, Federation of Canadian Municipalities
Judy Foote, Minister of Public Services and Procurement
Mike Palecek, President, Canadian Union of Postal Workers



MEMBER MOTION

Section 5.4.4(b) of Procedure By-law

Meeting:	Committee of the Whole <input type="checkbox"/> Council <input checked="" type="checkbox"/>
Meeting Date:	November 28, 2016
Subject/Title:	A bank for everyone – Support postal banking
Submitted by:	Councillor Muench

Whereas the Federal Government's Canada Post Review will conclude, in the spring of 2017, with the government announcing decisions on the future of Canada Post, including whether or not to create a new service and revenue stream through postal banking;

Whereas there is an urgent need for this service because thousands of rural towns and villages do not have a bank;

Whereas nearly two million Canadians desperately need alternatives to high interest charging payday lenders including our residents in Richmond Hill;

Whereas postal banking helps keep post offices viable and financial services accessible in many parts of the world;

Whereas postal banking has the support of over 600 municipalities and close to two-thirds of Canadians (Stratcom poll, 2013);

Whereas residents and businesses of Richmond Hill rely on mail service and see postal banking as an opportunity to improve the financial position of Canada Post while allowing the organization to continue its important service to Canadians including Richmond Hill without subsidy;

Whereas small business in Richmond Hill and throughout Canada require more and different forms of banking services to assist in venture capital growth as well as other financial needs currently not being serviced;

Whereas the Federal Government has prioritized, communicated, promoted, encouraged and challenged Canadians to be innovative, postal banking will allow customers of Canada Post to have access to banking services that will enhance productivity and quality of life for all stakeholders;

Therefore Be It Resolved:

- a) That the Town of Richmond Hill encourages the Federal Government to review the Banking Act to allow postal banking at Canada Post;

.../2

- b) That the Town of Richmond Hill encourages the Federal Government to amend the Canada Post Act of 1981 to allow postal banking at Canada Post;
- c) That the Town of Richmond Hill encourages the Federal Government to instruct Canada Post to add postal banking as a service, with a mandate for financial inclusion either as a stand-alone bank or in cooperation with other financial organizations which may include the Business Development Bank of Canada (BDC);
- d) That the Town of Richmond Hill call on the federal government to instruct Canada Post to add postal banking, with a mandate for financial inclusion;
- e) That Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to the Federation of Canadian Municipalities;
- f) And further, that Council direct staff to forward this resolution to:
 - i) Leona Alleslev, Member of Parliament, Richmond Hill, Ontario
12820 Yonge Street, Suite 202, Richmond Hill, Ontario L4E 4H1, Canada;
 - ii) Majid Jowhari, Member of Parliament (Richmond Hill) 9140 Leslie Street, Unit 407 Richmond Hill, Ontario L4B 0A9, Canada;
 - iii) Clark Somerville, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3;
 - iv) Other local governments in Canada for whom contact information is readily available;
 - v) The Federation of Canadian Municipalities;
 - vi) Judy Foote, Minister of Public Services and Procurement, Rm 18A1, 11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5;
 - vii) Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3.

Moved by: Councillor Muench

Seconded by:



A bank for everyone

Support Postal Banking

Postal banking is the provision of financial and banking services through a post office. It is not a new or radical idea. Postal banks already exist in many parts of the world where they are used to:

- increase financial inclusion
- promote economic development
- and generate revenue to preserve public postal service and jobs

In fact, our post office used to have a national savings bank – up until 1969 – and there is no reason we shouldn't have one today.



Why do we need postal banking?

1 Banks are failing to meet the needs of a growing number of Canadians. Thousands of towns and villages across our country do not have a bank. But many of them have a post office that could provide access to financial and banking services.

2 Nearly two million Canadians in urban and rural areas desperately need an alternative to predatory payday lenders. A postal bank could be that alternative.

3 Canadian banks have raked in enormous profits while cutting service, closing branches and charging some of the highest banking and ATM fees in the world. We deserve better.

4 Post administrations around the world, including Canada Post, have seen traditional mail volumes decline in recent years. Many post offices have added or expanded financial services in order to lessen their dependence on declining mail volumes and revenues. Postal banking could help Canada Post make money and increase its ability to provide public postal service and create decent jobs in communities throughout Canada.

Postal banking is lucrative!

New Zealand: Kiwibank generated 81% of New Zealand Post's after tax profits.

Switzerland: PostFinance produced 48% of Swiss Post's operating profits.

Italy: BancoPosta profits allowed the Italian post office to make 57 million Euros in profits (\$86.1 million CAD) in spite of losses incurred by its postal business.

France: La Banque Postale's operating profits of 842 million Euros (\$1271.6 million CAD) made a significant contribution to Le Group La Poste's operating profits of 719 million Euros (\$1085.8 million CAD).

Sources: New Zealand Post, Swiss Post, Poste Italiane and Le Group La Poste, 2014

Postal banking has social & economic benefits

France: Banque Postale has an obligation to provide products and services to as many people as possible. It provides a Livret A or passbook savings account, at no charge, to anyone who requests it. It also provides banking services to the financially vulnerable and financing for social housing, voluntary organizations and microentrepreneurs lacking bank credit.



Brazil: Since its creation in 2002, Banco Postal at Brazil's post office has opened over 6,200 postal bank branches and provided bank accounts to about ten million people. These efforts are largely designed to meet the needs of poor and marginalized populations living in rural and underdeveloped areas.



Italy: BancoPosta offers current accounts, payment services and postal savings products on behalf of Cassa depositi e prestiti (CDP). The CDP, which is 80% owned by the Italian government, supports the development of the country

Posteitaliane

by financing the investments of public entities, helping local authorities leverage their real estate assets, investing in social housing, and supporting energy efficiency policies.

We had a postal bank

Canada had postal banking for over a hundred years. The federal government passed legislation establishing a post office savings bank system just after Confederation in 1867 in order to provide a savings service to the working classes and small town residents. This system began operating in 1868 with 81 locations and grew quickly. By 1884, there were 343 post office savings banks, with a balance of \$13 million from almost 67,000 accounts. However, Canada's postal banking system confronted challenges from chartered banks by the 1890s. These banks, facing a recession, became interested in attracting the kind of small-time depositors who used post office savings





banks and they actively worked to undermine postal banking. In 1898, the chartered banks successfully lobbied the government to reduce the interest rate paid on deposits at postal savings banks from 3% to 2.5%. They also worked to eliminate advertising by postal banks. As time went on, chartered banks and credit unions increased their presence in communities and the post office and government became less interested in maintaining the network. The post office savings bank system was closed down in 1969.

Support for postal banking

Municipalities: Over 600 municipalities have passed resolutions that support postal banking.

Public: Almost two out of every three respondents (63%) to a 2013 Stratcom poll supported Canada Post expanding revenue-generating services, including financial services like bill payments, insurance and banking.

Canada Post: A number of former Canada Post presidents have considered and even promoted the notion of the corporation getting more involved in financial services: Michael Warren, Andre Ouellet, Moya Greene.

Universal Postal Union: The UPU, a United Nations agency, thinks post offices should be looking at expanding financial services. It has produced a global roadmap for the future. This roadmap calls for the continued development of postal networks along three dimensions – physical, financial and digital/electronic.

Federal parties: Most federal parties have expressed either support for or an interest in postal banking. In 2014, the Liberal Party postal critic said the merits of postal banking should be explored in the context of several different options for the future of Canada Post.



Canada Post's secret postal banking study

Canada Post conducted a secret four-year study on postal banking that indicates that adding this service “would be a win-win strategy” for the corporation. This study was obtained through an Access to Information (ATI) request. Unfortunately, 701 of the study's 811 pages were redacted. CUPW has asked Canada Post's President to release the full report, but he has refused.

What would a postal bank look like?

There are many different models of postal banking. Some postal administrations set up their own bank. Others act as a financial intermediary by providing services in partnership with banking and other financial institutions, such as credit unions. In this instance, they work with one or a number of institutions, which operate nationally or in different regions. Some postal banks deliver a broad range of financial services, while others provide a more limited offering.

Services provided by postal banks:

- Savings and checking accounts
- Online banking
- Bank machines
- Credit cards, debit cards, pre-paid cards
- Money transfers, including remittances
- Insurance (home, auto, travel, etc.)
- Loans and mortgages
- Investment products (RRSPs, mutual funds, annuities)
- Foreign currency
- Other services such as financial counselling

Government review of Canada Post

CUPW wants the government review of Canada Post to recommend the addition of financial and banking services at Canada Post, or at a minimum, a task force to determine how to deliver new financial and banking services through our postal service.

Please consider making this recommendation to the review.

For more information:

A postal bank for everyone – Support Postal Banking
www.cupw.ca/PostalBanking

Why Canada Needs Postal Banking
<https://www.policyalternatives.ca/publications/reports/why-canada-needs-postal-banking>

The Banks Have Failed Us: Postal Banking To The Rescue
<http://www.cupw.ca/postal-banking-rescue>

Rural Canada is underserved by financial services: Why post offices need to offer banking services
http://cpaa-acmpa.ca/pub/files/banking_services_SEPT23Eng.pdf

Banking on a future for posts
<http://www.cupw.ca/campaign/resources/banking-future-posts>



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HORNEPAYNE, ONTARIO
P0M 1Z0



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FAX No. 1-807-868-2787

December 14, 2016

Honourable Kathleen Wynne, Premier
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Honourable Premier:

Please find enclosed a true certified copy of resolution No. 12928 requesting that the Provincial Government recognizes Municipal Fire Service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward.

Your favourable consideration and support of this resolution would be greatly appreciated.

Yours truly,

Gail Jaremy
CAO/Clerk
Township of Hornepayne
GEJ/sd

c.c.: Minister of Economic Development, Employment and Infrastructure
MPP Algoma-Manitoulin, Michael Mantha
Association of Municipalities of Ontario
Federation of Northern Ontario Municipalities
Rural Ontario Municipality Association
Township of McKellar
All Ontario Municipalities via email

Encl.



The Corporation of the Town of Erin

By-Law #16-

**Being a by-law to amend the Emergency Response Plan for the
County of Wellington and Member Municipalities**

Whereas, the Town of Erin passed by-law 10-31 being a by-law to adopt an Emergency Response Plan for the County and member municipalities;

And whereas, Section 3 (6) of the Emergency Management and Civil Protection Act, R.S.O. 1990 as amended states that “every municipality shall review and, if necessary, revise its emergency plan every year”;

And whereas, the Emergency Response Plan has been reviewed and it has been deemed necessary to revise certain sections of the plan in accordance with the Emergency Management and Civil Protection Act;

Now therefore, the Council of the Corporation of the Town of Erin enacts as follows:

1. That the Amendment No. 3 to the Emergency Response Plan as set out in Schedule “A” attached, is hereby adopted.
2. That this by-law shall come into force and effect on the day of final passing thereof.

Passed in open Council on December 20, 2016.

Acting Mayor, Matt Sammut

Clerk, Dina Lundy

SCHEDULE "A"

Amendment No. 3 to the Emergency Response Plan for Wellington County and Member Municipalities

1. Change definition for Hazard in Section 1.1 the Emergency Response Plan from **"an event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural loss, and damage to the environment, interruption of business or other types of harm or loss "** to **"A phenomenon, substance, human activity or condition that may cause loss of life, injury or other health impacts, property damage, loss of livelihoods and services, social and economic disruption, or environmental damage. These may include natural, technological or human-caused incidents or some combination of these (Glossary of Terms, 2011)"**

2. Under Section 1.1 Hazards bullet seven Water Emergencies add the following paragraph to identify the risks associated with defined Source Water Protection Areas:

"Water Emergencies include risks from spills and other contaminants entering vulnerable areas of municipal drinking water supplies including Well Head Protection Areas (WHPAs), Surface Water Intake Protection Zones (IPZs) and Issues Contributing Areas (ICAs).

3. Section 1.1 sixth bullet **"Energy emergencies"** is changed to from **"such as electricity, natural gas, oil and fuel"** and will now read **"energy emergencies such as electricity, natural gas, oil and fuel"**.

4. The end of Section 2 - Aim is amended by adding the words **"future resiliency and reduce the vulnerabilities"** and will now read

"The aim of this Plan is to make provisions for the extraordinary actions and measures that may have to be taken to efficiently and effectively deploy resources, equipment and services necessary to address an emergency situation or event in order to safe guard the health, safety and welfare of residents, particularly those considered most vulnerable; to safe guard critical infrastructure; to protect the environment; and to ensure future economic vitality, future resiliency and reduce the vulnerabilities.

5. Section 4.3 is re-titled from **"Declaring Emergencies"** to **"Declaring Municipal Emergencies"**.

6. In Section 5 – Requests for Assistance, add a new subsection 5.5 to include the 211 Notification and Communication Protocols for assistance as follows:

5.5 211 Notification and Communication Protocols

2-1-1 is an easy to remember phone number available throughout Ontario to support residents, municipalities, businesses and others. 211's Information & Referral professionals are available 24/7/365 to provide live answer information about Ontario's community, social, health and government services. During the response to and recovery from emergency events, 211 supports communities by providing authoritative, non-emergency information to residents (e.g. Road closures, the location of evacuation centres, services, safety precautions etc.) 211 alleviates the burden of non-emergency calls to 911 and allows emergency responders to focus on response. 211 providers welcome opportunities to participate in municipal emergency exercises and training.

211 also maintains an extensive database of community, social, health and government services at www.211ontario.ca.

5.5.1 Responsibilities:

- i) Municipality, city, town or county:**
 - **Prior to an emergency event which may be declared or undeclared by the Head of Council, provide 211 with the names and contact information of Community Emergency Management Coordinators (CEMCs), Emergency Information Officers (EIO) and others authorized to notify 211 and invoke the assistance of 211. [Form provided.]**
 - **Notify 211 when an event has occurred by dialing 211 or one of the contact numbers provided by the 211 contact centre in your region. [211 contact list provided.]**
 - **Maintain a line of communication with 211 throughout the event providing authoritative, accurate information that can be relayed to the public. This can be done by phone or email.**
 - **Inform residents that they can call 211 for non-emergency information. This can be done through street signs, press releases, the media and other means.**

- **Inform 211 when the emergency event ends.**
- ii) **211 (service in Ontario):**
- **The 211 staff person who receives notification of an emergency event will document the information using a form that captures what, where, who, when etc. and the name and contact information of the person providing the information.**
 - **Answer non-emergency calls from the public 24/7/365. Ensure the network of 211 service providers in Ontario is notified, can access the most current information about the event and is available to provide support if needed.**
 - **Track the nature of calls received and convey relevant information to the EIO, CEMC or designated person.**
 - **Prepare an After Action Report and submit it to the municipality.**
7. Under Section 6.1.3 Fire Chief or Alternate delete item x), replace it with the following and renumber remaining items in Section 6.1.3 accordingly:
- x) **“Liaise with Ministry of the Environment and Climate Change and in particular the Spills Action Centre when spills occur. Should a spill/contaminant occur within an identified vulnerable drinking water supply area as shown on Schedules A through G of this plan, ensure that the municipal staff responsible for drinking water supply are notified;**
- xi) **Liaise with the Fire Marshall’s Office and other related fire department response partners;”**
8. In Section 6.1.10 Administration and Finance section change references for **ODRAP** to **Provincial Disaster Recovery Programs**. In addition, all other references to ODRAP in the Emergency Response Plan will be changed accordingly.
9. Add a new subsection 6.2.15.5 Conservation Authorities Source Water Protection Plans as follows:

6.2.15.5 Conservation Authorities Source Water Protection Plans

Under the Clean Water Act, 2006, Source Water Protection Plans were developed by multi-stakeholder committees with the support from local source protection

authorities. Many of the Source Water Protection Plans include policies that recommend municipalities update their Emergency Response Plans to identify vulnerable areas of municipal drinking water supplies, the risks posed to these areas by spills or unauthorized discharges, and ensure that policies and procedures are in place to be able to respond to emergencies to these vulnerable areas.

The County of Wellington's Official Plan has been updated to include policies for the protection of vulnerable drinking water resources at-source from land use activities which may pose a drinking water threat to municipal water supplies. Development within these areas will be reviewed and assessed to ensure they do not pose a risk or threat to drinking water supplies or alternatively are properly mitigated to reduce any threat or risk to drinking water. These activities are defined by the Clean Water Act, 2006 and Prescribed by Ontario Regulation 287/07.

The location of these vulnerable areas as shown on Schedule A through G of the Emergency Response Plan include areas within 100 metres of a source, 2 year and 5 year travel times. Alternatively the County of Wellington's Explore Wellington mapping contains additional information for twenty-five year time of travel. The Common Operating Picture also contains locations of the vulnerable areas and the travel times accordingly.

The training programmes for all municipalities in Wellington will be updated and reviewed annually with each municipal Emergency Management Program Committee to ensure first responders and municipal staffs responsible for emergency management receive appropriate awareness training of drinking water source protection and local Source Protection Plans policies. The training may also be provided to appropriate responding emergency management partners.

6.2.15.5.1 Risk Management Official (RMO) and/or alternate

If a municipality is concerned that a vulnerable municipal drinking water supply may have been affected by a spill or contaminated, the municipal Fire Department, Water Department and or Public Works Department staff may request the assistance of the RMO to assist with assessing potential impacts to the sources of municipal drinking water, and further, if a municipal response is required to a spill or contamination of drinking water supplies, the RMO may be requested to attend the EOC to provide advice and information.

Under their requirements for DWQMS, Municipal Water and Waste Water agencies/departments have developed policies to respond to emergency situations. The Water and Waste Water municipal departments in the County of Wellington have created an ad hoc Interoperability Committee who meets on a regular basis to develop consistence procedures for responding to unprecedented water and waste water situations and to assist each other in such situations.

10. Section 8 is amended by adding the words **“and relevant”** after **“in order to ensure timely”** in the first paragraph so it will now read as follows:

“A vital and integral part of any emergency management operation is communication, particularly, between the Emergency Operation Centre and Incident Command. This essential communication requires a reliable and secure means of relaying information between the two emergency command locations, in order to ensure timely and relevant information for the benefit of the decision-making process”.

11. Section 8.2.2.1 Emergency Information Officer is amending by adding **“Communications Coordinator for the Township of Centre Wellington”** after **Communications Manager for the County of Wellington** in the first sentence so that the it now reads as follows:

“The Emergency Information Officer(s) (EIO) are the Wellington OPP Media officers, Communications Manager for the County of Wellington, Communications Coordinator for the Township of Centre Wellington or designated alternate(s). During the activation of this plan, the EIO will report to the Head of Council and CAO or Chief of Operations. The EIO has the following responsibilities.”

12. Section 8.2.3.2 Joint Emergency Information Centre will be changed by deleting the second sentence and replacing with **“The joint Information Centre would act as the main source of local emergency information”** so that it now reads as follows:

During certain types of emergencies, such as large scale, widespread emergencies, it may be beneficial to establish a joint emergency information centre comprised of representatives from all agencies/organizations that may be involved in the emergency response. **The Joint Information Centre would act as the main source of local emergency information.** All groups participating in the Joint Information Centre assign resources and staff to the JIC to work as a team. The assignment of staff to a Joint Information Centre can be done in advance of the emergency. Examples of emergencies

that may benefit from a Joint Information Centre include a Health Emergency such as a pandemic, a Foreign Animal Disease Outbreak, or widespread natural disaster.

13. That section 11.4 Financial Sub-Committee item v) is amended by changing the word “**building**” at the end of the sentence to “**funding**”.
14. Section 11.4 ii) will be deleted in its entirety and the remaining items in Section 11.4 will be renumbered accordingly.
15. Section 11.4.1 will be deleted in its entirety and replaced with the following to reflect the new Provincial Disaster Recovery Programs.

11.4.1 Provincial Disaster Recovery Programs

The Province of Ontario administers two Disaster Recovery Programs. The Programs are known as the Disaster Recovery Assistance for Ontarians and the Municipal Disaster Recovery Assistance. The following is a brief description of the two programs and how they are administered through the Province. Detailed information about program eligibility, eligible expenses and program application guidelines are available on the Ministry of Municipal Affairs website.

i) Disaster Recovery for Ontarians Program

The DISASTER RECOVERY ASSISTANCE FOR ONTARIANS Program is open to homeowners (primary residence only) and residential tenants, small owner-operated businesses, small owner-operated farms, and not-for-profit organizations. The program is administered by the Province may be activated by the Minister of Municipal Affairs after a sudden, unexpected natural disaster such as a flood or tornado. A municipality does not have to declare an emergency in order for the program to be activated but should advise the Ministry of the situation.

Disaster Recovery Assistance for Ontarians provides assistance for emergency expenses and costs to repair or replace essential property; however, it is not a replacement for insurance. Insurers must be contacted first and documentation must be provided detailing the amount and reason any portion of the damage or loss is not covered under insurance. Eligible expenses are separated into three main

categories: Emergency Evacuation/Relocation and Living Expenses; Emergency Measures, Cleanup, Disinfection and Disposal Expenses; Repair and Replacement Expenses.

Homeowners and residential tenants, small business owners, farmers, and not-for-profit organizations may apply directly to the Province within 120 calendar days after the Ministry announces the program has been activated. Following activation of the program, application forms will be made available on the Ministry of Municipal Affairs website or will be made available at municipal offices and other locations in communities affected by a natural disaster.

ii) Municipal Disaster Recovery Assistance

Municipal Disaster Recovery Assistance Program helps municipalities that have incurred significant extraordinary costs because of a sudden, unexpected and extraordinary natural disaster. Eligible expenses may include capital costs to repair public infrastructure or property to pre-disaster condition, and operating costs over and above regular budgets that are necessary to protect public health, safety or access to essential services. Costs are not eligible if they are covered by insurance or if they would have been incurred anyway had the natural disaster not occurred. Mitigating risks and preparing for disasters are first and foremost local responsibilities, and Municipalities are expected to take reasonable precautions to ensure the health and safety of residents and for managing risks. The purpose of this program is to alleviate financial hardship when costs are so extensive that they exceed the capacity of the affected municipality to manage. Municipalities are responsible for covering the upfront costs associated with the natural disasters and should have a plan in place to cover up to three percent of Own Purpose Taxation.

Incremental costs associated with the event must be demonstrably linked to the disaster and eligible costs incurred must be at least equal to three per cent of a municipality's Own Purpose Taxation levy. To apply to the program Council must pass a resolution requesting consideration under the program and submit an initial claim along with

required supporting documentation within 120 calendar days from the date of the onset of the natural disaster.

The cost sharing formula under this program is based on a sliding scale and is applied when eligible costs are at least equal to three per cent of the municipality's Own Purpose Taxation levy. The Own Purpose Taxation levy refers to the total taxes a municipality is eligible to collect to fund its own budget, less certain adjustments, and is intended as a measure of the municipality's financial capacity. The following table demonstrates the cost sharing arrangement.

Provincial and Municipal Cost-Sharing		
Cost-sharing formula applied if eligible costs meet or exceed three per cent OPT levy and the program is activated	Provincial Contribution	Municipal Contribution
Eligible costs up to 3% of Own Purpose Taxation levy	75%	25%
Eligible costs exceeding 3% of Own Purpose Taxation levy	95%	5%

- 16 Change all references in the document to **Emergency Management Ontario or EMO** to **Office of the Fire Marshall and Emergency Management or OFMEM**.
17. Rename "**Emergency Response Plan Glossary of Terms and Acronym's**" as Appendix A – Emergency Response Plan Glossary of Terms and Acronyms and add **Vulnerable Areas Schedules B1 through to B7** attached to and forming part of this amendment.

Where Significant Drinking Water Threat Policies Apply

Significant Drinking Water Threat Policy Categories	Vulnerability Scores on Map		
	10	8	2,4,6
1. Waste Disposal	█		
2. Sewage Systems		█	
3,4. Agricultural Source Material			█
6,7. Non-Agricultural Source Material*			█
8,9. Commercial Fertilizer*	█		
10,11. Pesticide			█
12,13. Road Salt*			█
14. Storage of Snow			█
15. Fuel			█
16. DNAPLs			█
17. Organic Solvents			█
18. Aircraft De-icing			█
21. Livestock Area			█
Local Threat Oil Pipelines			█

Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT). For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.
 *Application of Commercial Fertilizer, Non-Agricultural Source Material, and Road Salt may not be a significant drinking water threat in some areas due to the % managed land, livestock density, and/or % impervious surface calculations for these areas. See the text of the Source Protection Plans for further details.

Significant Drinking Water Threat Policy Categories	Identified Issue			
	Chloride	Nitrate	Sodium	TCE
1. Waste Disposal	✓	✓	✓	✓
2. Sewage Systems	✓	✓	✓	✓
3,4. Agricultural Source Material		✓		
6,7. Non-Agricultural Source Material		✓		
8,9. Commercial Fertilizer		✓		
12,13. Road Salt	✓	✓	✓	
14. Storage of Snow	✓	✓	✓	✓
16. DNAPLs		✓		
21. Livestock Area		✓		

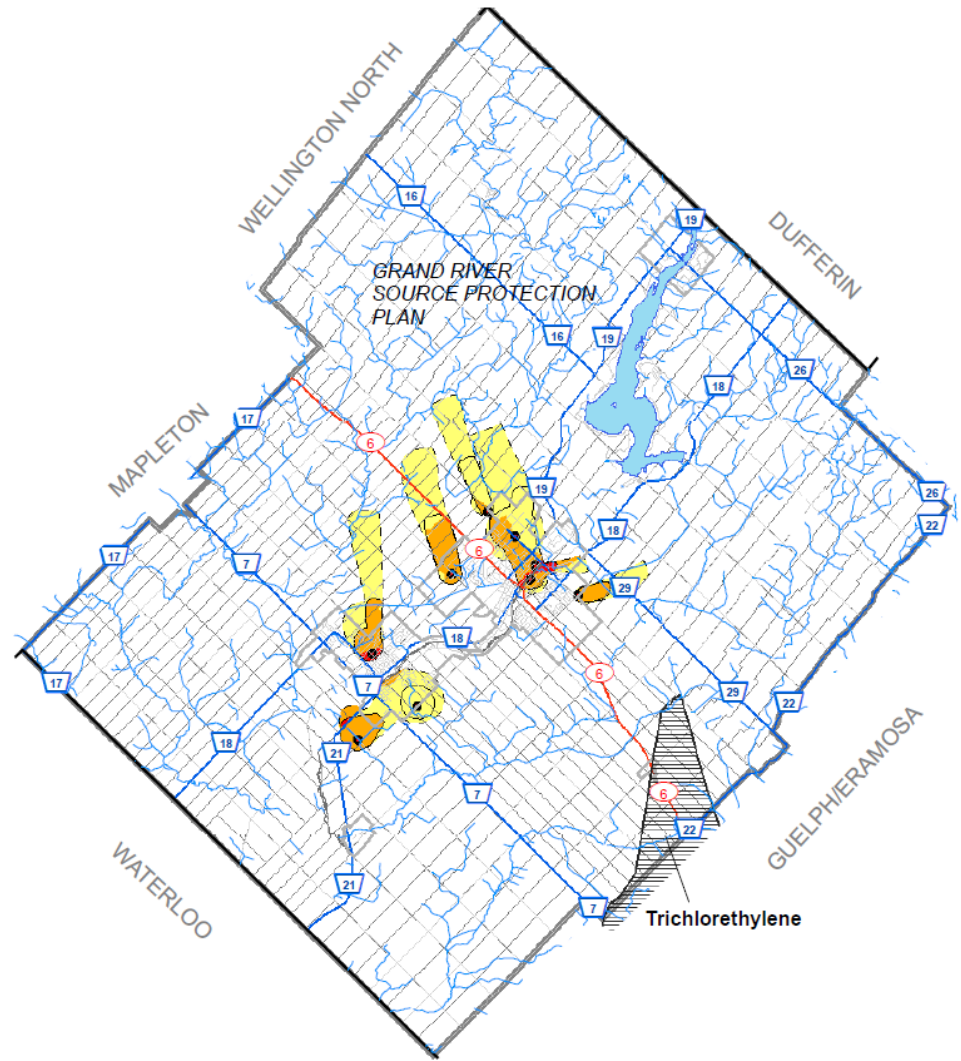
Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT) in the Issues Contributing Areas shown on this map. For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

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Schedule B1

Centre Wellington Township



Legend

Source Protection Plan Boundary

Wellhead Protection Area

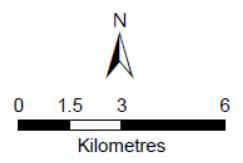
- A
- B
- - - C

Vulnerability Score

- █ 10
- █ 8
- █ 2,4,6

Issues Contributing Area

NOTE: These areas can be viewed in greater detail at: <http://www.wellington.ca/en/discover/maps.asp> Click on the "Sourewater Protection" button.



Printed: May 12, 2016.

Where Significant Drinking Water Threat Policies Apply

Significant Drinking Water Threat Policy Categories	Vulnerability Scores on Map		
	10	8	2,4,6
1. Waste Disposal	█	█	█
2. Sewage Systems	█	█	
3,4. Agricultural Source Material	█	█	
6,7. Non-Agricultural Source Material*	█	█	
8,9. Commercial Fertilizer*	█	█	
10,11. Pesticide	█	█	
12,13. Road Salt*	█	█	
14. Storage of Snow	█	█	
15. Fuel	█	█	
16. DNAPLs	█	█	█
17. Organic Solvents	█	█	
18. Aircraft De-icing	█	█	
21. Livestock Area	█	█	
Local Oil Pipelines	█	█	

Water Quantity Threats	Q1 / Q2
19. An activity that takes water from an aquifer or a surface water body without returning the water taken to the same aquifer or surface water body.	✓
20. An activity that reduces the recharge of an aquifer.	✓

Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT). For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

*Application of Commercial Fertilizer, Non-Agricultural Source Material, and Road Salt may not be a significant drinking water threat in some areas due to the % managed land, livestock density, and/or % impervious surface calculations for these areas. See the text of the Source Protection Plans for further details.

Significant Drinking Water Threat Policy Categories	Identified Issue			
	Chloride	Nitrate	Sodium	TCE
1. Waste Disposal	✓	✓	✓	✓
2. Sewage Systems	✓	✓	✓	✓
3,4. Agricultural Source Material	✓	✓	✓	✓
6,7. Non-Agricultural Source Material	✓	✓	✓	✓
8,9. Commercial Fertilizer	✓	✓	✓	✓
12,13. Road Salt	✓	✓	✓	✓
14. Storage of Snow	✓	✓	✓	✓
15. DNAPLs	✓	✓	✓	✓
21. Livestock Area	✓	✓	✓	✓

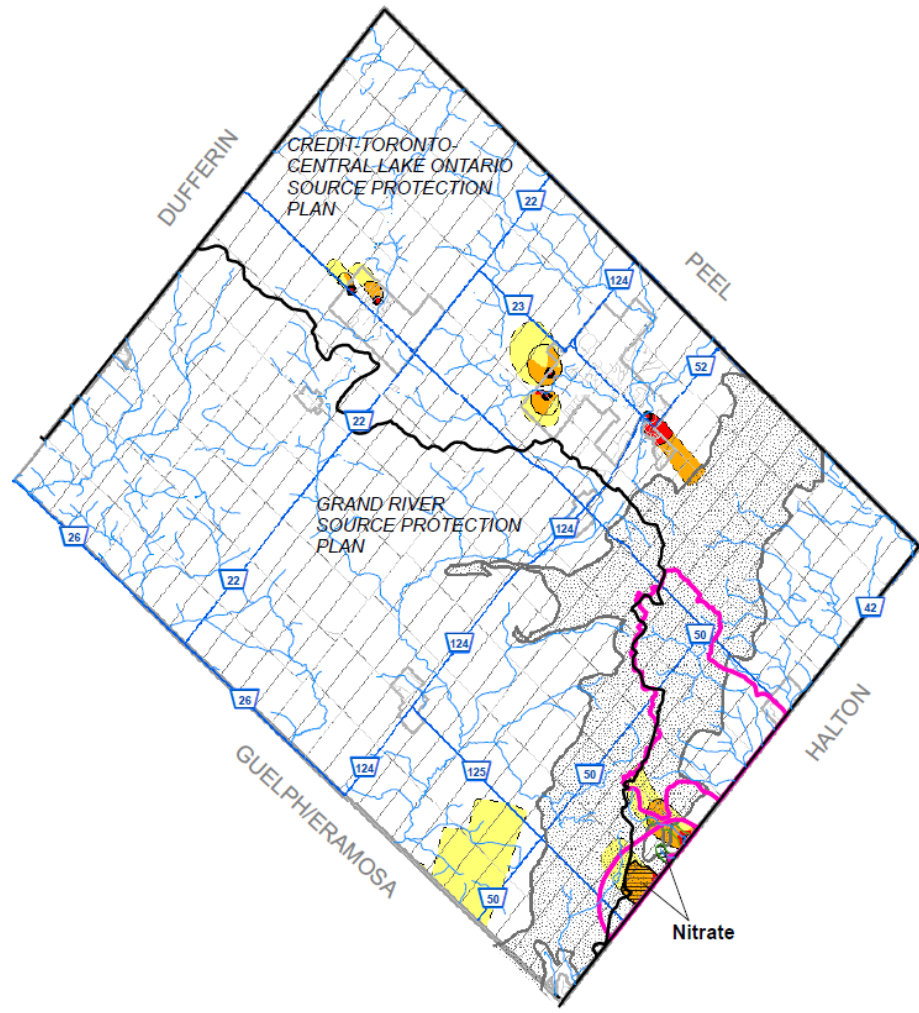
Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT) in the Issues Contributing Area(s) shown on this map. For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

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**Schedule B2
Town of Erin**



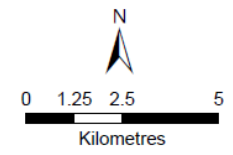
Legend

- Source Protection Plan Boundary
- Paris Galt Moraine Policy Area
- Wellhead Protection Area**
- A
- B
- C
- E
- Q1 & Q2

- Vulnerability Score**
- 10
 - 8
 - 2,4,6

Issues Contributing Area

NOTE: These areas can be viewed in greater detail at: <http://www.wellington.ca/en/discover/maps.asp>
Click on the "Sourcewater Protection" button.



Printed: May 12, 2016.

Where Significant Drinking Water Threat Policies Apply

Significant Drinking Water Threat Policy Categories	Vulnerability Scores on Map		
	10	8	2,4,6
1. Waste Disposal	█		
2. Sewage Systems		█	
3,4. Agricultural Source Material			█
6,7. Non-Agricultural Source Material*			█
8,9. Commercial Fertilizer*			█
10,11. Pesticide			█
12,13. Road Salt*			█
14. Storage of Snow			█
15. Fuel			█
16. DNAPLs			█
17. Organic Solvents			█
18. Aircraft De-icing			█
21. Livestock Area			█
Local Oil Pipelines Threat			█

Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT). For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

*Application of Commercial Fertilizer, Non-Agricultural Source Material, and Road Salt may not be a significant drinking water threat in some areas due to the % managed land, livestock density, and/or % impervious surface calculations for these areas. See the text of the Source Protection Plans for further details.

Significant Drinking Water Threat Policy Categories	Identified Issue			
	Chloride	Nitrate	Sodium	TCE
1. Waste Disposal		✓	✓	✓
2. Sewage Systems	✓	✓	✓	✓
3,4. Agricultural Source Material		✓	✓	
6,7. Non-Agricultural Source Material		✓	✓	
8,9. Commercial Fertilizer		✓	✓	
12,13. Road Salt	✓	✓	✓	
14. Storage of Snow	✓	✓	✓	
16. DNAPLs				✓
21. Livestock Area		✓		

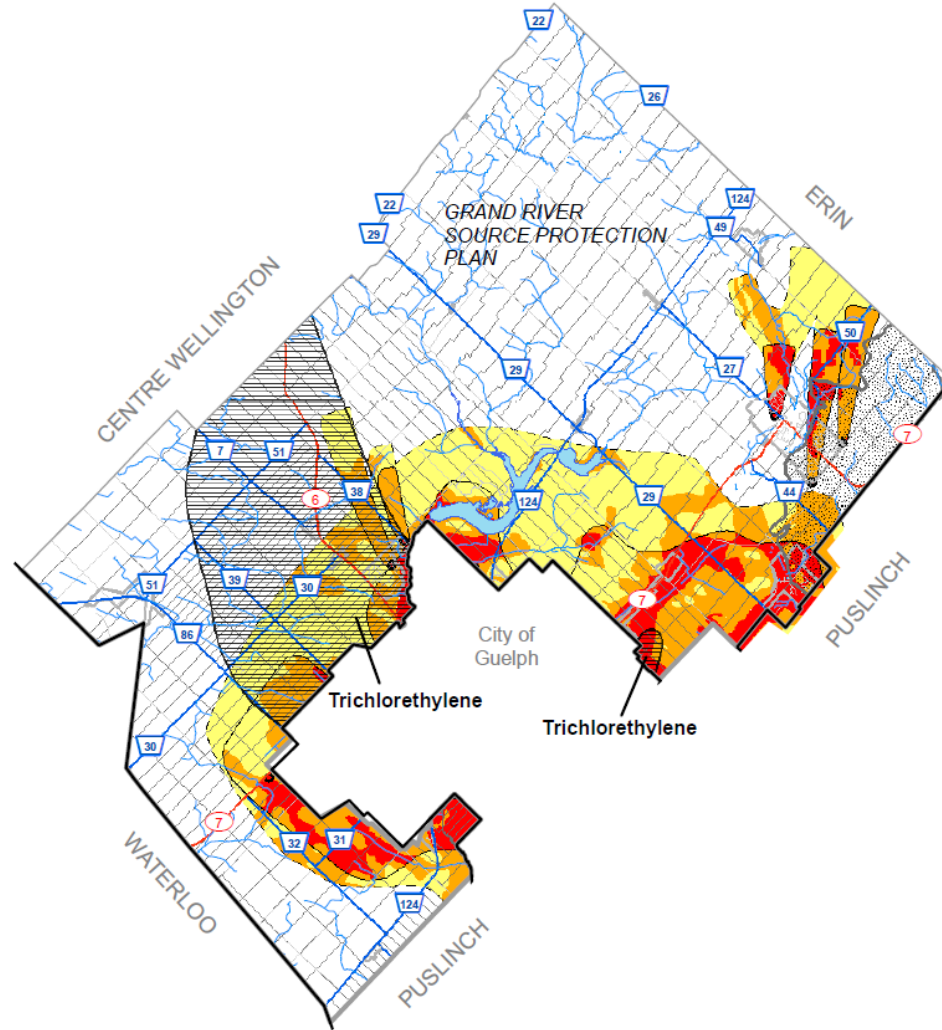
Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT) in the Issues Contributing Areas shown on this map. For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

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Schedule B3

Guelph-Eramosa Township



Legend

Source Protection Plan Boundary

Paris Galt Moraine Policy Area

Wellhead Protection Area

A

B

C

Vulnerability Score

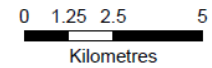
10

8

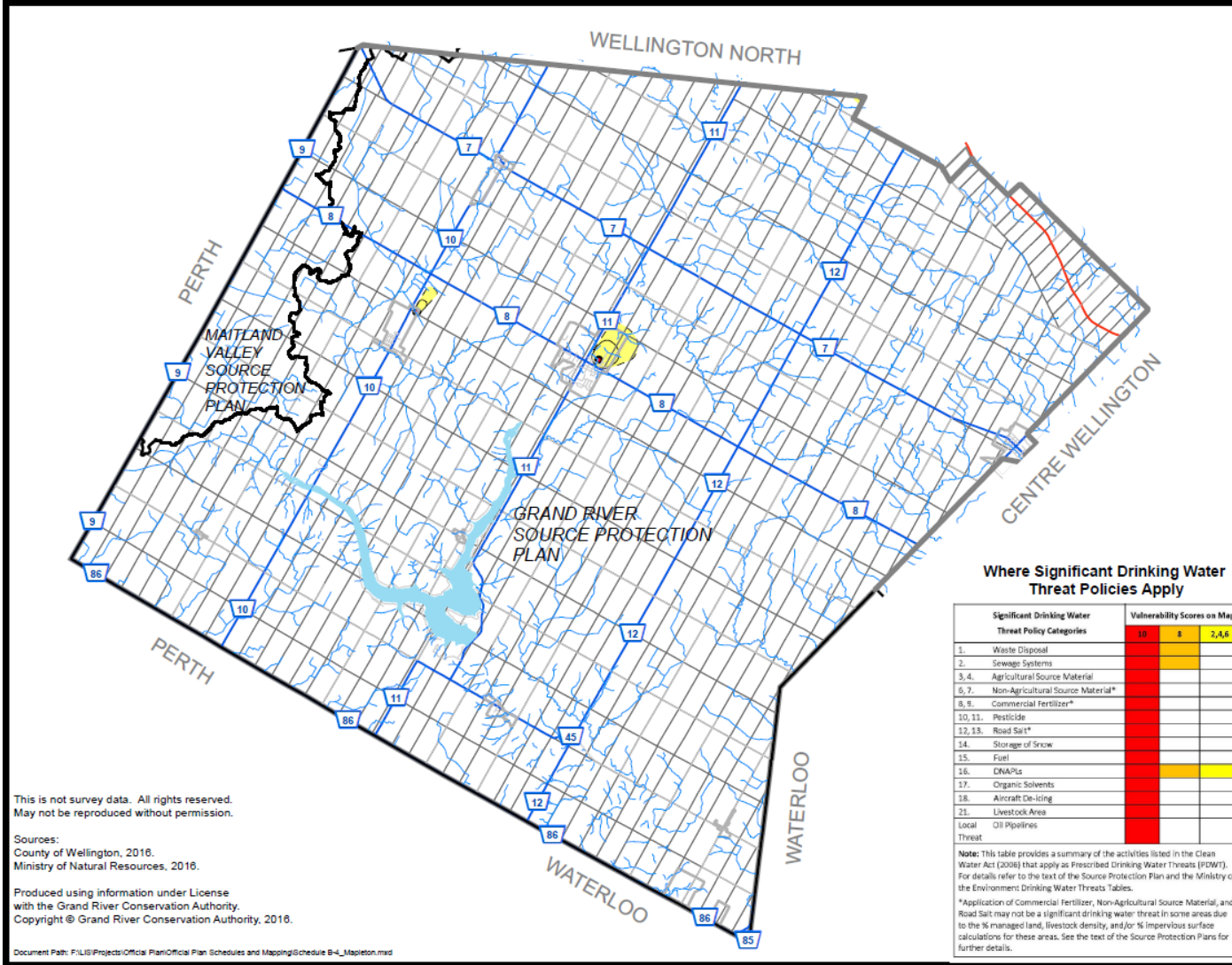
2,4,6

Issues Contributing Area

NOTE: These areas can be viewed in greater detail at: <http://www.wellington.ca/en/discover/maps.asp> Click on the "Sourewater Protection" button.



Printed: May 12, 2016.



Schedule B4

Mapleton Township



Legend

Source Protection Plan Boundary

Wellhead Protection Area

- A
- B
- - - C

Vulnerability Score

- 10
- 8
- 2,4,6

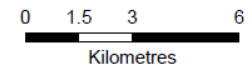
Where Significant Drinking Water Threat Policies Apply

Significant Drinking Water Threat Policy Categories	Vulnerability Scores on Map		
	10	8	2,4,6
1. Waste Disposal			
2. Sewage Systems			
3, 4. Agricultural Source Material			
6, 7. Non-Agricultural Source Material*			
8, 9. Commercial Fertilizer*			
10, 11. Pesticide			
12, 13. Road Salt*			
14. Storage of Snow			
15. Fuel			
16. DNAPs			
17. Organic Solvents			
18. Aircraft De-icing			
21. Livestock Area			
Local Oil Pipelines			
Threat			

Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT). For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

*Application of Commercial Fertilizer, Non-Agricultural Source Material, and Road Salt may not be a significant drinking water threat in some areas due to the % managed land, livestock density, and/or % impervious surface calculations for these areas. See the text of the Source Protection Plans for further details.

NOTE: These areas can be viewed in greater detail at: <http://www.wellington.ca/en/discover/maps.asp> Click on the "Sourcewater Protection" button.



Date Printed: May 12, 2016.

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Sources: County of Wellington, 2016. Ministry of Natural Resources, 2016.

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Document Path: F:\GIS\Projects\Official Plan\Official Plan Schedules and Mapping\Schedule B-4_Mapleton.mxd

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Sources:
County of Wellington, 2016.
Ministry of Natural Resources, 2016.

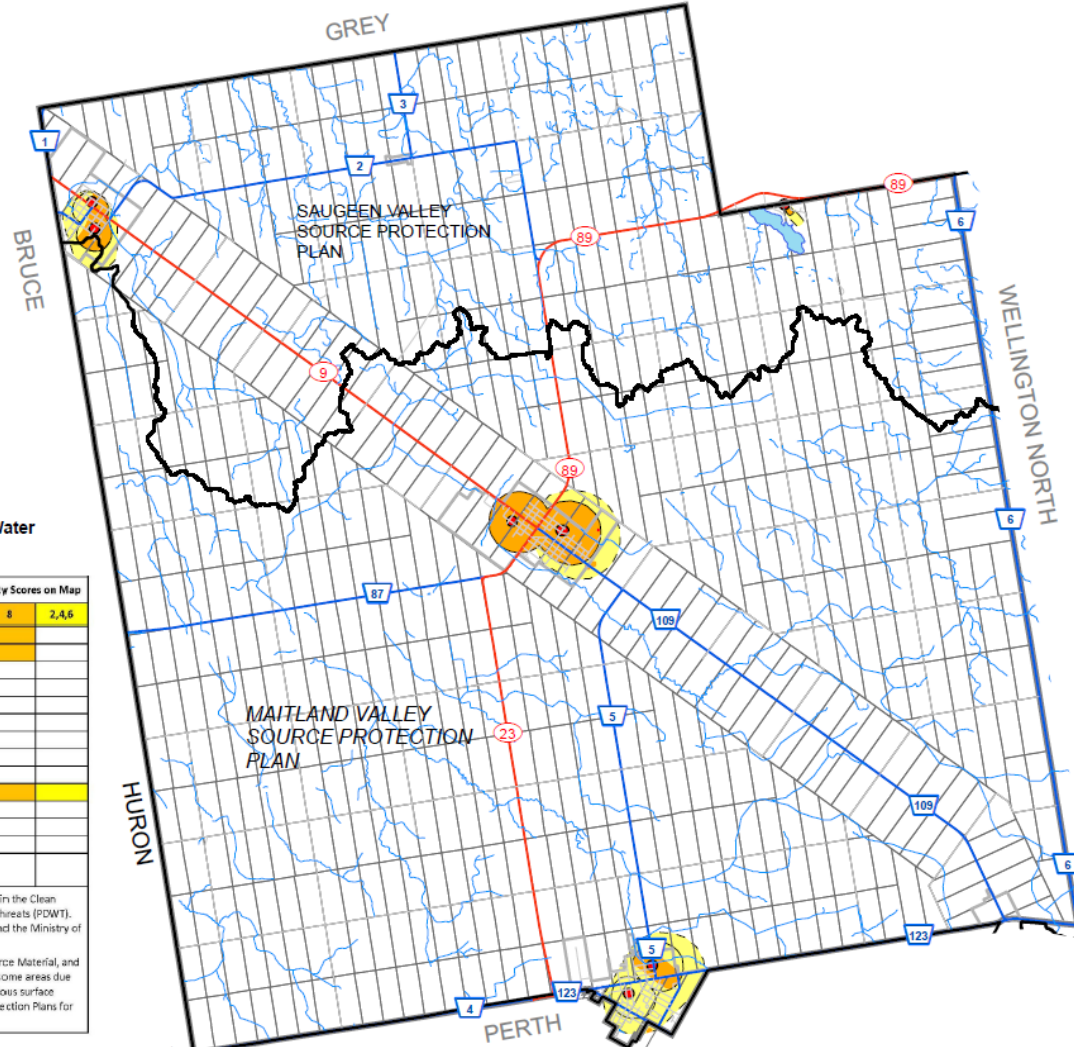
Where Significant Drinking Water Threat Policies Apply

Significant Drinking Water Threat Policy Categories	Vulnerability Scores on Map		
	10	8	2,4,6
1. Waste Disposal	■		
2. Sewage Systems	■		
3,4. Agricultural Source Material		■	
5,7. Non-Agricultural Source Material*			■
8,9. Commercial Fertilizer*	■		
10,11. Pesticide	■		
12,13. Road Salt*	■		
14. Storage of Snow	■		
15. Fuel			■
16. DNAPLs	■		
17. Organic Solvents		■	
18. Aircraft De-icing			■
21. Livestock Area			■
Local Oil Pipelines Threat	■		

Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT). For details refer to the text of the Source Protection Plan and the Ministry of the Environment Drinking Water Threats Tables.

*Application of Commercial Fertilizer, Non Agricultural Source Material, and Road Salt may not be a significant drinking water threat in some areas due to the % managed land, livestock density, and/or % impervious surface calculations for these areas. See the text of the Source Protection Plans for further details.

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Schedule B5
Town of Minto



Legend

□ Source Protection Plan Boundary

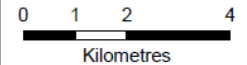
Wellhead Protection Area

- A
- B
- - - C

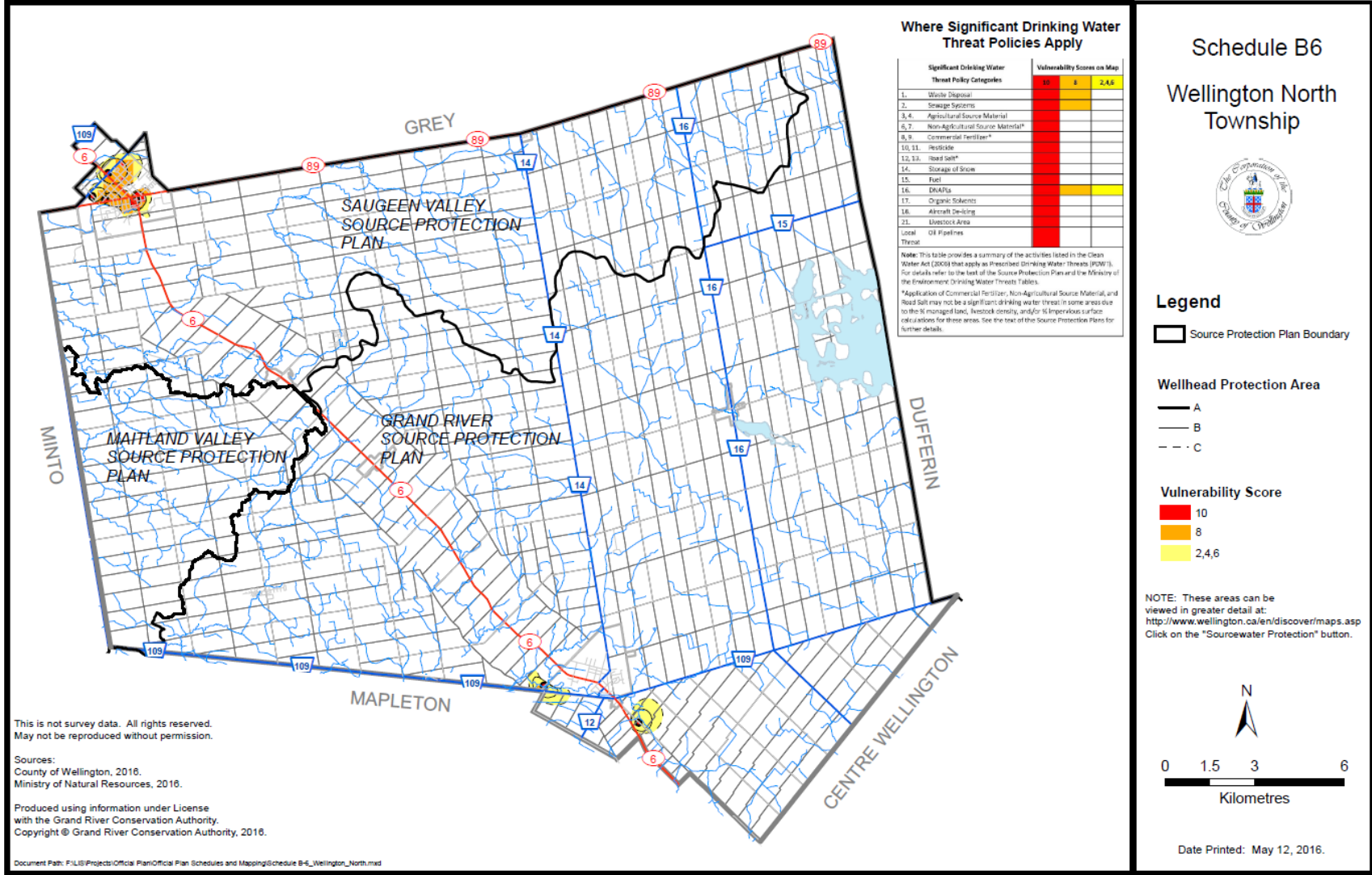
Vulnerability Score

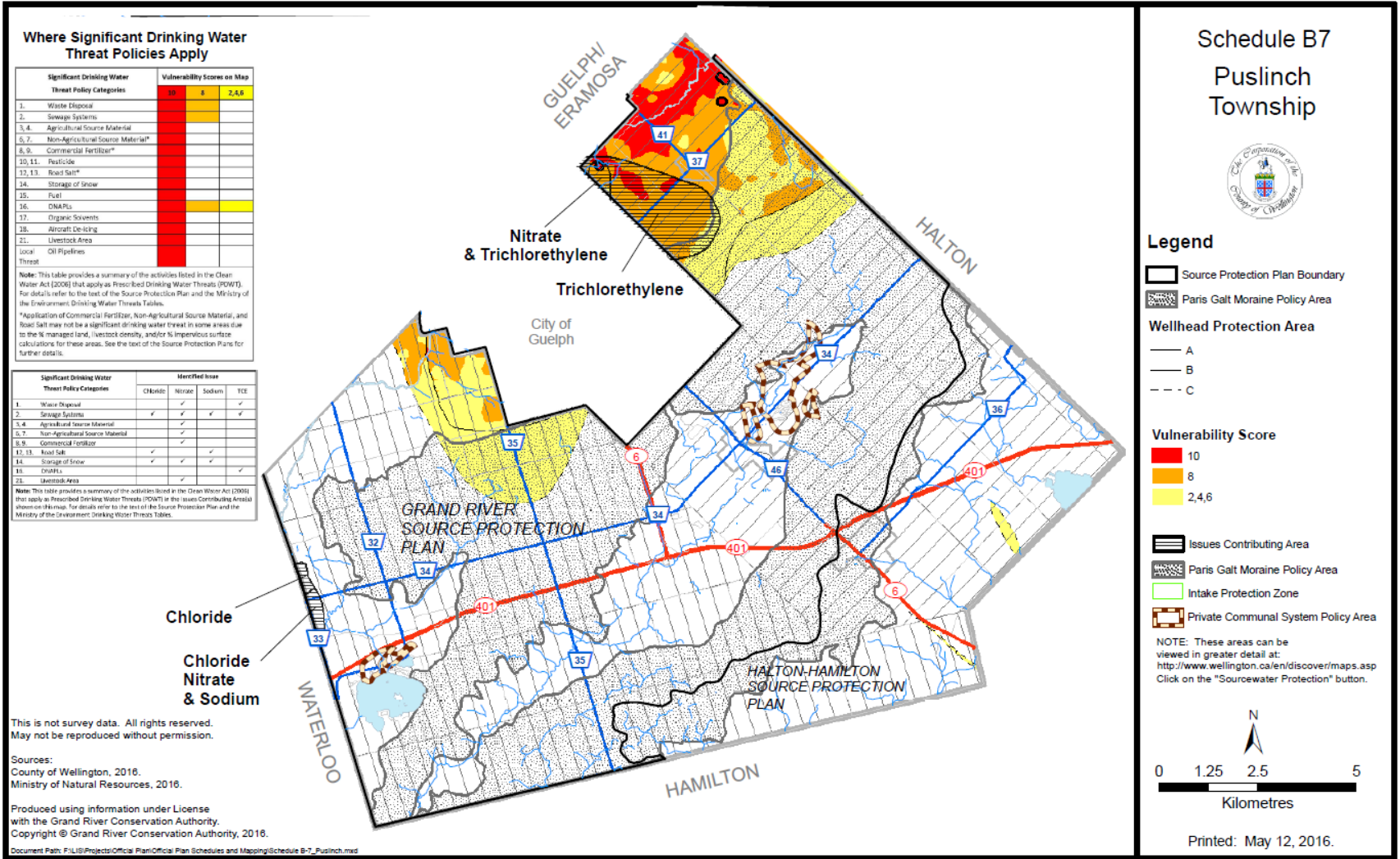
- 10
- 8
- 2,4,6

NOTE: These areas can be viewed in greater detail at: <http://www.wellington.ca/en/discover/maps.asp>
Click on the "Sourcewater Protection" button.



Date Printed: May 12, 2016.







THE CORPORATION OF THE TOWN OF ERIN

BY-LAW # 16 – 67

**Being a By-Law to authorize the Mayor and Clerk
to execute the Ontario Community Infrastructure Fund
– Formula-Based Component Agreement**

Whereas Section 22 of the Municipal Act, 2001, c. 25, as amended enables a municipality to enter into agreements with the Province of Ontario under a program established and administer by the Province of Ontario;

And Whereas the Government of Ontario has created the Ontario Community Infrastructure Fund to : (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

And Whereas the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

And Whereas the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality's local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000), where the recipient is an eligible municipality; or (2) a grant of fifty thousand dollars (\$50,000), where the recipient is an eligible Local Services Board;

And Whereas the Recipient, The Corporation of the Town of Erin, is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

Now Therefore the Council of the Town of Erin hereby **Enacts as Follows:**

1. That the Mayor and Clerk are hereby authorized to execute the Ontario Community Infrastructure Fund – Formula-Based Component Agreement, ("Schedule A") between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, and The Corporation of the Town of Erin;
2. That Schedule A shall form part of this By-Law.
3. That this By-Law shall come into force and takes effect upon the final passage thereof.

Passed in Open Council on December 20, 2016.

Acting Mayor, Matt Sammut

Clerk, Dina Lundy

ONTARIO COMMUNITY INFRASTRUCTURE FUND FORMULA-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

The Corporation of the Town of Erin

(the “**Recipient**”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two components: (1) the Application-Based Component; and (2) the Formula-Based Component. The Formula-Based Component of the Ontario Community Infrastructure Fund is based on a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000.00).

The Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

- Schedule “A” – General Terms And Conditions,
- Schedule “B” – Additional Terms And Conditions,
- Schedule “C” – Operational Requirements Under The Agreement,
- Schedule “D” – Eligible Project Categories,
- Schedule “E” – Eligible And Ineligible Costs,

Schedule “F” – Financial Information,
 Schedule “G” – Aboriginal Consultation Requirements,
 Schedule “H” – Communications Protocol, and
 Schedule “I” – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Ontario Community Infrastructure Fund – Formula-Based Component, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of any Projects to which Funds are directed through recourse to a third party, arbitrator, tribunal or court.

5.0 IMPACT OF RECEIVING FUNDING UNDER THIS AGREEMENT ON ANY EXISTING ONTARIO COMMUNITY INFRASTRUCTURE FUND FUNDING COMPONENT AGREEMENT

5.1 The Recipient acknowledges and agrees that if the Recipient receives Funds under this Agreement, the Recipient will be ineligible to receive any additional funds under any existing Ontario Community Infrastructure Fund Formula-Based Component agreement that it may

have with the Province. By way of example only, if the Recipient has an existing Ontario Community Infrastructure Fund Formula-Based Component agreement with the Province and was eligible to receive Funds for 2017 under that existing Ontario Community Infrastructure Fund Formula-Based Component agreement and receives Funds for 2017 under this Agreement, the Recipient is not eligible to receive any Funds for 2017 under its existing Ontario Community Infrastructure Fund Formula-Based Component agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw Date _____
Title: Assistant Deputy Minister

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF ERIN

Name: *Insert Name* Date _____
Title: *Insert Position*

**AFFIX CORPORATE
SEAL**

Name: *Insert Name* Date _____
Title: *Insert Position*

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Terms and Conditions**” means the terms and conditions referred to in section A9.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

“**AGA**” means the *Auditor General Act*.

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“**Allocation Notice**” means the notice that the Recipient received from the Province setting out the amount of Funds the Recipient is eligible to receive from the Province for the Funding Year in which the notice was issued. The “Allocation Notice” also includes the proposed allocation of Funds that the Recipient is eligible to receive for the following two Funding Years (although these proposed allocations are subject to change).

“**Annual Financial Report**” means the report that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province’s consideration as an Eligible Cost.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1.1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 15.1 of Schedule “A” this Agreement.

“Expiry Date” means the date on which this Agreement will expire, as set out under section C1.2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, 1990*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funding Year” means the period commencing January 1st of one calendar year and ending December 31st of the same calendar year.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement, as set out in an Allocation Notice or Revised Allocation Notice issued under this Agreement each Funding Year.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2.1 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A3.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking:

- (a) Described in the Project Information Form the Province provides to the Recipient pursuant to this Agreement; and
- (b) Approved by the Province.

“Project Information Form” means the form that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA*

and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“**Revised Allocation Notice**” means an Allocation Notice that the Province issues that alters an Allocation Notice that the Province previously issued.

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiry Date unless terminated earlier pursuant to Articles A13, A14 or A15 of this Agreement.

- A1.3 Conflict.** Subject to section A9.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- A2.1 General.** The Recipient represents, warrants and covenants that:
- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
 - (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
 - (c) It has the financial resources necessary to carry out any Projects to which it directs any of the Funds being provided under this Agreement and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Projects to which it directs the Funds;
 - (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
 - (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.
- A2.2 Execution Of Agreement.** The Recipient represents and warrants that it has:
- (a) The full power and authority to enter into this Agreement; and
 - (b) Taken all necessary actions to authorize the execution of this Agreement.
- A2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:
- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
 - (b) Procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) Decision-making mechanisms for the Recipient;
 - (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
 - (e) Procedures to enable the Recipient to successfully complete the Project;
 - (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A2.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking any Project to which Funds are directed or to meet any other term or condition under this Agreement.

A2.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article A2 of this Agreement.

A2.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2, A2.3 or A2.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE A3 FUNDS AND CARRYING OUT THE PROJECT

A3.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the amount of Funds set out in the Allocation Notice for each Funding Year during the Term of this Agreement for the sole purpose of carrying out one or more Projects;
- (b) Provide the Funds to the Recipient in accordance with Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A3.2 Limitation On Payment Of Funds. Despite section A3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds set out in an Allocation Notice or Revised Allocation Notice to the Recipient in any Funding Year until:
 - (i) The Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2 of Schedule "A" of this Agreement,
 - (ii) The Recipient has submitted to the Ministry of Municipal Affairs any outstanding financial information returns by December 31st of each calendar year,

- (iii) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs all outstanding reporting under any other Ontario Community Infrastructure Fund contribution agreement, and
- (iv) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs a copy of their asset management plan and any subsequent updates by December 31st of each calendar year if not previously submitted;
- (b) The Province is not obligated to provide any instalments of Funds set out in an Allocation Notice to the Recipient in any Funding Year until the Province is satisfied with the progress of the Project;
- (c) The Province may, acting reasonably:
 - (i) Adjust the amount of Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice, and/or
 - (ii) Adjust the amount of Funds the Province actually provides to the Recipient in any Funding Year, and/or
 - (iii) Hold all or a portion of the Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice
 based upon the Province's assessment of the information provided by the Recipient pursuant to Article A7 of Schedule "A" of this Agreement; and
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A14.1 of Schedule "A" of this Agreement.

A3.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward Projects that fall within the category of projects set out under section D1.1 of Schedule "D" of this Agreement;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A3.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus the Interest Earned in trust for the Province until the Recipient needs the Funds for the Projects.

A3.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A3.6 Funds For Funding Year Limited To Amount Set Out In Allocation Notice Or Revised Allocation Notice. The Recipient acknowledges and agrees that the Funds available to it for a Funding Year will not exceed the amount set out in the Recipient's Allocation or Revised Allocation Notice for that Funding Year.

- A3.7 Recipient May Save Funds From One Funding Year To Use In Later Funding Years.** The Recipient may save any Funds that it receives in one Funding Year, including any interest earned thereon, for use in later Funding Years. Where the Recipient saves Funds from one Funding Year to use in later Funding Years, the Recipient will be deemed to have spent any Interest Earned first, followed by the principal.
- A3.8 Saved Funds From One Funding Year Must Be Spent Within Five Funding Years Of The Year The Funds Were Allocated.** Despite anything else in this Agreement, the Recipient will spend any Funds, including any interest earned thereon, that it received and has saved within five (5) Funding Years in which those Funds were received. By way of example only, if a Recipient received Funds from the Province in 2017 and decided to save those Funds, the Recipient must spend those Funds, including any interest earned thereon, by December 31, 2021. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A3.8 of the Agreement, those saved Funds, including any Interest Earned thereon, will be returned to the Province.
- A3.9 Transfer Of Funds.** The Recipient may transfer Funds provided under this Agreement to another entity provided the following is met:
- (a) The transfer of Funds is for a Project that is set out under section D1.1 of Schedule "D" of this Agreement;
 - (b) The Project is in both the Recipient and the other entity's asset management plan; and
 - (c) The entity receiving the Recipient's Funds must be eligible to receive those Funds.
- A3.10 Funds May Be Used For Projects Under Other Federal Or Provincial Funding Programs.** The Recipient may use the Funds being provided under this Agreement for projects covered under other provincial or federal funding programs provided the following is met:
- (a) The project is also a Project that is set out under section D1.1 of Schedule "D" of this Agreement; and
 - (b) The other provincial or federal funding program allows for Funds being provided under the Ontario Community Infrastructure Fund to be used toward a project under that other provincial or federal funding program.
- A3.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

ARTICLE A4 ABORIGINAL CONSULTATION

- A4.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.
- A4.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of

any consultation obligations the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to any Project in which Funds are directed.

A4.3 Recipients Obligations In Relation To Consultations. The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Reports.

A4.4 Recipient Will Not Start Construction On Any Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A5.1 Acquisition Of Goods And Services In Competitive Procurement Process. The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the MA applies, the Recipient will follow its procurement policies required under the MA. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services which exceed twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A5.1 of the Agreement if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

- A5.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A5 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A5.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A5.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out any Projects in which Funds are directed. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A5.5 Asset Retention.** The Recipient will comply with section C1.3 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, built or rehabilitated with Funds being provided under this Agreement.
- A5.6 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article A5 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

ARTICLE A6 CONFLICT OF INTEREST

- A6.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived Conflict of Interest.
- A6.2 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A7 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A7.1 Preparation And Submission.** The Recipient will:

- (a) Submit to the Province at the address referred to in section C1.4 of Schedule “C” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “I” of this Agreement, or in a form as specified by the Province from time to time;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A7.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law.

A7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in this section A7.2 of Schedule “A” of this Agreement;
- (b) Remove any copies made pursuant to section A7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A7.4 Disclosure. To assist in respect of the rights set out under section A7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

A7.6 Auditor General. For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A7.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or any Project in which Funds are directed as the Province requests.

ARTICLE A8 COMMUNICATIONS

A8.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol set out under Schedule “H” of this Agreement.

A8.2 *Publication By The Province.* The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A9 ADDITIONAL TERMS AND CONDITIONS

A9.1 *Additional Terms and Conditions.* The Recipient will comply with any Additional Terms and Conditions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A10 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

A10.1 *FIPPA.* The Recipient acknowledges that the Province is bound by the *FIPPA*.

A10.2 *Disclosure Of Information.* Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A11 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

A11.1 *Indemnification.* The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

A11.2 *Exclusion Of Liability.* The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

A11.3 *Recipient's Participation.* The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A11.4 *Province's Election.* The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A11.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A11.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A12

INSURANCE

A12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for each Project being funded under this Agreement for a period of ninety (90) days after the Recipient has submitted a Project Information Form attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C1.5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A12.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A12.1 of Schedule "A" of this Agreement.

A12.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A13 TERMINATION ON NOTICE

A13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A12.3(c) of Schedule "A" of this Agreement; and
 - (ii) Subject to section A3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A14 TERMINATION WHERE NO APPROPRIATION

A14.1 Termination Where No Appropriation. If, as provided for in section A3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A14.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds plus any Interest Earned on the unspent Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b) of Schedule "A" of this Agreement.

A14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A15
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
- (d) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A15.3 Opportunity To Remedy. If, in accordance with section A15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;

- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(b), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A15.5 When Termination Effective. Termination under this Article A15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A16 LOBBYISTS AND AGENT FEES

A16.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A17 FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds remaining in its possession or under its control plus any Interest Earned on the unspent Funds.

ARTICLE A18 REPAYMENT

A18.1 Repayment Of Overpayment Or Unspent Saved Funds. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement or the Recipient does not spend any Funds that it has saved in accordance with section A3.8 of this Agreement, the Province may:

- (a) Deduct an amount equal to the excess or saved Funds plus Interest Earned from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess or saved Funds plus Interest Earned to the Province.

A18.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A18.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A3.4 of Schedule "A" of this Agreement.

A18.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 Payment Of Money To Province. If the Province requires the Recipient to repay any Funds or Interest Earned to the Province, the Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of Schedule "A" of this Agreement.

A18.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may set off any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A18.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A19 NOTICE

A19.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C1.6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A19.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A19.3 Postal Disruption. Despite section A19.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A21 SEVERABILITY OF PROVISIONS

A21.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A22 WAIVER

A22.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A23 INDEPENDENT PARTIES

A23.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A24 ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A24.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A25 GOVERNING LAW

A25.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A26 FURTHER ASSURANCES

A26.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A27 JOINT AND SEVERAL LIABILITY

A27.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A28 RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A29 JOINT AUTHORSHIP

A29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A30 FAILURE TO COMPLY WITH OTHER AGREEMENT

A30.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A31 SURVIVAL

A31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, sections A3.2(d), A3.5, section 4.2, section A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), section A6.2 , Article A7, Article A11, section A13.2, sections A14.2 and A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17, Article A18, Article A19, Article A21, section A24.2, Article A25, Article A27, Article A28, Article A29, Article A30 and this Article A31.

A31.2 *Survival After Creation.* Despite section A31.1 of this Agreement, section A7.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A7.2 of this Agreement was created.

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**SCHEDULE “B”
ADDITIONAL TERMS AND CONDITIONS**

B1.1 *No Additional Terms And Conditions: There are no additional terms or conditions for this Agreement.*

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**SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

- C1.1 *Effective Date.*** The Effective Date of this Agreement is as of the date that the Province signs it.
- C1.2 *Expiry Date.*** The Expiry Date of this Agreement is March 31, 2027.
- C1.3 *Disposal Of Assets.*** The Recipient will retain any assets purchased, rehabilitated or built with the Funds under this Agreement for a period of five (5) years from the date that the Project is completed. Within this five (5) year period, the Recipient may ask for the Province’s consent to dispose of any assets purchased, rehabilitated or built with the Funds under this Agreement. The Province may impose any reasonable conditions, including requesting the return of Funds from the Recipient, in return for its consent.
- C1.4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C1.6 of this Schedule “C” of the Agreement or any other person identified by the Province in writing.
- C1.5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A12.1 of Schedule “A” of this Agreement is no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.
- C1.6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIF@ontario.ca	The Corporation of the Town of Erin 5684 Trafalgar Road, RR 2 Hillsburgh, Ontario N0B 1Z0 Attention: Kathryn Ironmonger Fax: Email: kathryn.ironmonger@erin.ca

or any other person identified by the Parties in writing.

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SCHEDULE "D" ELIGIBLE PROJECT CATEGORIES

D1.1 Eligible Project. Eligible Projects include:

- (a) The development and implementation of asset management plans (e.g. software, training, inspections) and the implementation of Composite Correction Program recommendations.
- (b) Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets or capital construction of new core infrastructure that addresses an existing health or safety issue, including:
 - (i) Water:
 - a. Water treatment, and
 - b. Water distribution/transmission.
 - (ii) Wastewater:
 - a. Wastewater treatment and disposal,
 - b. Sanitary sewer systems, and
 - c. Storm sewer systems (urban and rural).
 - (iii) Roads:
 - a. Paved roads,
 - b. Unpaved roads,
 - c. Bus-only lanes,
 - d. Street lighting may be included as an eligible item when part of a road project, and
 - e. Sidewalks and/or cycling lanes located along an existing road.
 - (iv) Bridges and Culverts:
 - a. Sidewalks and/or cycling lanes located along an existing road.

Without limiting the foregoing, the Project must be part of the Recipient's asset management plan in order to be eligible.

A Recipient may transfer its yearly allocation to another recipient in the furtherance of a joint project, provided:

- (a) The joint project is listed as a priority in the asset management plans for the Recipient and other recipients;
- (b) The Recipient and other recipients inform the Province in writing that they are undertaking a joint project prior to implementation; and
- (c) The Recipient and other recipients have an agreement in place governing the joint project, including how the joint project is being funded.

D2.1 Ineligible Projects. Ineligible projects are any project not part of the Recipient's Asset Management Plan, and also include:

- (a) Projects that are routine upgrades or improvements to storm water infrastructure and drainage (Note: an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges, etc.));
- (b) Growth-related expansion projects (e.g. new subdivision infrastructure);
- (c) Infrastructure expansion projects to accommodate future employment or residential development on greenfield sites; and
- (d) Recreational trail projects.

SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E.2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training third-party condition assessments), including Consultant costs;
- (c) Activities that improve the performance or increase the capacity of existing water and wastewater infrastructure under the Composite Correction Program including third-party comprehensive performance evaluations and third-party comprehensive technical assistance;
- (d) Up to 40% of the annual Funds allocation to a maximum of eighty thousand dollars (\$80,000.00) per year for Recipient staff members whose responsibilities include asset management and/or Composite Correction Program implementation while receiving third-party comprehensive technical assistance;
- (e) All capital planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (g) Loan payments and interest charges on eligible core infrastructure activities started after January 1, 2017 that the Recipient has obtained financing to complete;
- (h) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (i) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (j) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "H" of this Agreement; and
- (k) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

E2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred which are not in accordance with section A5.1 of Schedule "A" of this Agreement;

- (b) Any costs related to any ineligible projects set out under section D2.1 of Schedule “D” of this Agreement;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable / transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;
- (f) Legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), as well as loan and interest payments that do not comply with section E1.1(g) of Schedule “E” of this Agreement;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A16.1 of Schedule “A” of this Agreement.

E2.2 *Costs Of Non-Arm’s Length Parties.* The costs or expenses of goods or services acquired from parties that are not Arm’s Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “F” FOLLOWS]

SCHEDULE “F” FINANCIAL INFORMATION

- F1.1 Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that when the Province issues an Allocation Notice to the Recipient for a Funding Year, that Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and is enforceable under this Agreement.
- F1.2 Revised Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that in the event that the Province issues a Revised Allocation Notice for whatever reason, that Revised Allocation Notice will revoke and replace the Allocation Notice for which the Revised Allocation Notice was issued and that Revised Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and will be enforceable under this Agreement.
- F1.3 No Amending Agreement Needed To Have Allocation Notice Or Revised Allocation Notice Become Part Of Schedule “F” Of Agreement.** For greater clarity, and despite section 3.1 of the Agreement, the Parties agree that this Schedule “F” may be altered by the issuance of an Allocation Notice or a Revised Allocation Notice without having to amend this Agreement.
- F2.1 Payment Of Funds.** Subject to the terms and conditions of this Agreement, the Province will provide any Funds pursuant to this Agreement in accordance with the following:
- (a) Where the Funds are less than one hundred fifty thousand dollars (\$150,000.00), the Province will make one (1) payment to the Recipient by March 31 of the allocation year;
 - (b) Where the Funds are more than one hundred fifty thousand dollars (\$150,000.00), but less than one million dollars (\$1,000,000.00), the Province will make six (6) payments to the Recipient over the calendar year; and
 - (c) Where the Funds are more than one million dollars (\$1,000,000.00), the Province will make twelve (12) payments to the Recipient over the calendar year.

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SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A4.2 of Schedule "A" of this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection G2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C1.6 of Schedule "C" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "H" FOLLOWS]

SCHEDULE “H” COMMUNICATIONS PROTOCOL

H1.1 Application Of Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage;
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases;
- (c) Printed materials;
- (d) Websites;
- (e) Photo compilations;
- (f) Award programs; or
- (g) Awareness campaigns.

H2.1 Project Signage. The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient shall, at the Province’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3.1 Media Events. The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences;
- (b) Public announcements;
- (c) Official events or ceremonies; or
- (d) News releases.

H4.1 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5.1 *Issues Management.* The Recipient will share information promptly with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6.1 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7.1 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE "I" REPORTS

11.1 Reports. The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below. The Province will provide the contents of the Report at a later date.

NAME OF REPORT	DUE DATE
Annual Financial Report	See section I2.1 of this Schedule.
Project Information Report	See section I2.1 of this Schedule.
Other Reports	Within the time period set out in the written request from the Province.

12.1 Timing Of Reports. The Recipient will provide to the Province the following Reports at the times noted below:

- (a) By January 15th of each year:
 - (i) Project Information Report
 - Project Status and Financial Update for all Projects
 - For Asset Management Planning or Composite Correction Program, Implementation Staff Time Attestations (as appropriate)
 - Completed Project Being Debt Financed – Yearly Update (as appropriate)
 - (ii) Annual Financial Report from the previous year (Interest Earned must be reported for the previous calendar year)
- (b) By April 15th of each year:
 - (i) Project Information Report – Proposed Project Information for any new or revised Project (reminder – a Duty to Consult assessment must be completed by the Province for each Project forty-five (45) Business Days prior to the start of construction of that Project)
- (c) Within forty-five (45) Business Days of Project or construction completion or no later than January 15th of the year following completion of the Project
 - (i) Project Information Report – Completed Project information



The Corporation of the Town of Erin

By-Law # 16-68

Being a By-law to appoint Mr. John Maddox, JGM Consulting as the Town of Erin Meeting Investigator, pursuant to the agreement authorized under the County of Wellington By-law 5500-16

Whereas Section 239.2 of the Municipal Act, 2001, S.O. 2001, c.25 as amended authorizes municipalities to appoint an investigator who has the function to investigate a complaint made with respect to compliance of section 239 in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation;

And Whereas Council deems it desirable to appoint John Maddox as the Investigator to investigate all requests on behalf of the Municipality and its Local Boards;

Now therefore the Council of the Town of Erin hereby enacts as follows:

1. That Council hereby appoints John Maddox as the independent Investigator to investigate in accordance with the legislation all requests for an investigation of the Council and Committees of the Municipality and the Local Boards and their Committees of the Municipality pursuant to Section 239.2(1) of the Act;
2. The appointment shall be for an initial term of two years commencing the first day of January, 2017.
3. The Agreement between Wellington County and John Maddox for shared investigative services attached hereto is hereby adopted, as authorized by the County of Wellington By-law 5500-16.
4. This By-law comes into force and effect on the day of its passing.

Passed in open Council on December 20, 2016.

Acting Mayor, Matt Sammut

Clerk, Dina Lundy

THIS AGREEMENT dated January ____, 2017

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON
(Hereinafter referred to collectively as the “Municipality”)

- AND -

JGM CONSULTING
(Hereinafter referred to as the “Independent Contractor”)

WHEREAS:

- (A) Section 239.2 of the *Municipal Act, 2001, S.O. 2001, c.25* (the “Act”), authorizes Municipalities to appoint an investigator to investigate in an independent manner any complaint as to whether the Municipality has complied with the Act or a Municipal procedure by-law in respect of a meeting or part of a meeting that was closed to the public and to report on the investigation;
- (B) In appointing an investigator and in assigning powers and duties to him, a Municipality is to have regard to, among other things:
 - a. the investigator’s independence and impartiality;
 - b. confidentiality with respect to the investigator’s activities;
 - c. the credibility of the investigator’s investigative process;
- (C) The Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

NOW THEREFORE, the parties agree as follows:

- 1. **Services:** The Municipality hereby retains and appoints the Independent Contractor as an investigator for the purposes of Section 239.2(1) of the *Act* and the Independent Contractor agrees to provide such services for and at the request of the Municipality and accepts such appointment. The Independent Contractor confirms that services under this agreement will be carried out by John G. Maddox except as otherwise delegated by John G. Maddox.
- 2. **Duties:** The duties of the Independent Contractor shall be:
 - (i) to conduct investigations from time to time as requested by the Municipality upon receipt of a complaint (a “Complaint”) in respect of meetings or part of meetings that are closed to the public to determine compliance with the *Act* or the respective municipal procedure by-law and to report on the results of such investigations;
 - (ii) In conducting such investigations, to have regard to the importance of the matters listed above in recital (B);
 - (iii) to proceed without undue delay and with due diligence to investigate a Complaint;
 - (iv) to conduct each investigation in private;
 - (v) to hear or obtain information from such persons as the Independent Contractor thinks fit and to make such inquiries as he thinks fit;
 - (vi) to provide an opportunity to the Municipality or any person that may be adversely affected by a proposed report of the Independent Contractor, the opportunity to make representations respecting such report or recommendation;
 - (vii) to preserve confidentiality and secrecy with respect to all matters that come to his knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Independent Contractor’s opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations;
 - (viii) after making an investigation to render his opinion as to whether or not the meeting or part of the meeting that was the subject matter of the investigation appears to have been closed to the public contrary to the *Act* or Municipal procedure by-law and, in either case, the Investigator shall report his opinion and the reasons for it to the Municipality and shall make such recommendations as he thinks fit.

In performing such duties; the Independent Contractor shall have the powers set out in Subsection 223.13(6) and Sections 223.14 to 223.18 of the *Act*, extracts of which are attached hereto as Schedule "A".

3. Joint Retainer: The Independent Contractor acknowledges that the Independent Contractor is appointed as an Investigator for the Municipality. In addition, the Independent Contractor agrees to also be the Investigator for the member municipalities of Wellington County as listed in Schedule "B" hereto attached, at the written request of the County of Wellington together with payment of the additional fee, defined below.
4. Fees:
 - (a) Annual Retainer: The County of Wellington shall pay to the Independent Contractor on or before the commencement date ONE THOUSAND DOLLARS (\$1,000.00) PLUS APPLICABLE TAXES. In order to add the participating member municipalities to the duties of Independent Contractor an additional fee of THREE HUNDRED DOLLARS (\$300.00) ("Additional Fee") for each additional member municipality shall be paid by the County of Wellington, as per the listing of participating municipalities on Schedule "B" attached hereto. Such fees to be paid on or before January 31st in each year of this Agreement plus applicable taxes.
 - (b) Hourly Rate: In addition, the Independent Contractor shall be paid a fee of ONE HUNDRED DOLLARS (\$100.00) per hour plus applicable taxes during such time as the Independent Contractor is performing his/her duties hereunder. The Independent Contractor agrees such rate shall be charged only for such time that the Independent Contractor is actively investigating a Complaint and preparing and presenting his report with respect thereto. The Independent Contractor would be entitled to be reimbursed other reasonable receipts expenses related to his duties, including food and hotel costs; car rental; kilometre rate at the respective municipal rate or railway tickets.
 - (c) Responsibility for Payment: The Independent Contractor further covenants and agrees that his hourly fee and related expenses hereunder shall be paid by the Municipality against whom the Complaint is made and which initiated the investigation. The Municipality agrees to be responsible for such fees and expenses. The Independent Contractor shall invoice the Municipality upon completion of his report.
5. Term: The term of this Agreement (the "Term") is for a fixed two (2) year term commencing January 1st, 2015 and ending on the second anniversary date thereof unless renewed and/or extended by agreement of all the parties. The Independent Contractor or the Municipality shall give at least 30 days written notice prior to the end of the Term of their intent not to renew this Agreement if such renewal were to be available.
6. Termination: Either party, without liability, cost or penalty may terminate this Agreement for any reason and at any time without penalty upon giving (30) days written notice.
7. Taxes: All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.
8. Independent Contractor: The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer / employee, partnership, franchise, agency or joint venture or other like arrangement.
9. Delegation: In the event more than one Complaint is made at any one time requiring more than one investigation, the Independent Contractor may determine that it is necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement.

Such person shall always be under the supervision and direction of the Independent Contractor. Such delegation shall not be a member of council or staff of any Municipality and shall not result in any additional costs or fees to the Municipality. Invoices shall be rendered by the Independent Contractor and payments made to the Independent Contractor and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any of his delegates.

- 10. Binding: This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
- 11. Indemnification: The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor’s provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.
- 12. General: This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.
- 13. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement.

IN WITNESS HEREOF each of the parties hereto have set its hand and seal as of this ____ day of _____, 2017.

SIGNED, SEALED & DELIVERED
THE CORPORATION OF THE COUNTY OF WELLINGTON

George Bridge
WARDEN, COUNTY OF WELLINGTON

Donna Bryce
CLERK, COUNTY OF WELLINGTON

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

DATED: _____, 2017

WITNESS:

JOHN G. MADDOX for JGM CONSULTING

SCHEDULE "A"

**AGREEMENT BETWEEN
THE CORPORATION OF THE COUNTY OF Wellington
AND
JGM CONSULTING**

**MUNICIPAL ACT, 2001
S.O. 2001, CHAPTER 25
EXTRACT**

Procedure by-law**Definitions**

238. (1) In this section and in sections 239 to 239.2,

“committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; (“comité”)

“local board” does not include police services boards or public library boards; (“conseil local”)

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them. (“réunion”) 2001, c. 25, s. 238 (1); 2006, c. 32, Sched. A, s. 102 (1, 2).

Procedure by-laws respecting meetings

(2) Every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings. 2001, c. 25, s. 238 (2).

Notice

(2.1) The procedure by-law shall provide for public notice of meetings. 2006, c. 32, Sched. A, s. 102 (3).

Outside municipality

(3) The procedure by-law may provide that meetings be held and public offices be kept at a place outside the municipality within an adjacent municipality. 2001, c. 25, s. 238 (3).

Presiding officer

(4) The procedure by-law may, with the consent of the head of council, designate a member of council, other than the head of council, to preside at meetings of council. 2006, c. 32, Sched. A, s. 102 (4).

Secret ballot

(5) A presiding officer may be designated by secret ballot. 2006, c. 32, Sched. A, s. 102 (4).

MEETINGS

Meetings open to public

239 (1) Except as provided in this section, all meetings shall be open to the public. 2001, c. 25, s. 239 (1).

Exceptions

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;

- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act. 2001, c. 25, s. 239 (2).

Other criteria

(3) A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the council, board, commission or other body is the head of an institution for the purposes of that Act. 2001, c. 25, s. 239 (3).

Educational or training sessions

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

Resolution

(4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,

- (a) the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or
- (b) in the case of a meeting under subsection (3.1), the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that subsection. 2001, c. 25, s. 239 (4); 2006, c. 32, Sched. A, s. 103 (2).

Open meeting

(5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

Exception

- (6) Despite section 244, a meeting may be closed to the public during a vote if,
 - (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and
 - (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6).

Record of meeting

(7) A municipality or local board or a committee of either of them shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not. 2006, c. 32, Sched. A, s. 103 (3).

Same

- (8) The record required by subsection (7) shall be made by,
 - (a) the clerk, in the case of a meeting of council; or
 - (b) the appropriate officer, in the case of a meeting of a local board or committee. 2006, c. 32, Sched. A, s. 103 (3).

Record may be disclosed

(9) Clause 6 (1) (b) of the *Municipal Freedom of Information and Protection of Privacy Act* does not apply to a record of a meeting closed under subsection (3.1). 2006, c. 32, Sched. A, s. 103 (3).

Investigation

239.2 A person may request that an investigation of whether a municipality or local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public be undertaken,

- (a) by an investigator referred to in subsection 239.2 (1); or
- (b) by the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed an investigator referred to in subsection 239.2 (1). 2006, c. 32, Sched. A, s. 104.

Investigator

239.2 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation. 2006, c. 32, Sched. A, s. 104.

Powers and duties

(2) Subject to this section, in carrying out his or her functions under subsection (1), the investigator may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 104.

Matters to which municipality is to have regard

(3) In appointing an investigator and in assigning powers and duties to him or her, the municipality shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same, investigator

(4) In carrying out his or her functions under subsection (1), the investigator shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same

- (5) The matters referred to in subsections (3) and (4) are,
 - (a) the investigator's independence and impartiality;
 - (b) confidentiality with respect to the investigator's activities; and
 - (c) the credibility of the investigator's investigative process. 2006, c. 32, Sched. A, s. 104.

Delegation

(6) An investigator may delegate in writing to any person, other than a member of council, any of the investigator's powers and duties under this Part. 2006, c. 32, Sched. A, s. 104.

Same

(7) An investigator may continue to exercise the delegated powers and duties, despite the delegation. 2006, c. 32, Sched. A, s. 104.

Status

(8) An investigator is not required to be a municipal employee. 2006, c. 32, Sched. A, s. 104.

Application

(9) Subsection 223.13 (6) and sections 223.14 to 223.18 apply with necessary modifications with respect to the exercise of functions described in this section. 2006, c. 32, Sched. A, s. 104.

Report and recommendations

(10) If, after making an investigation, the investigator is of the opinion that the meeting or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit. 2006, c. 32, Sched. A, s. 104.

Publication of reports

(11) The municipality or local board shall ensure that reports received under subsection (10) by the municipality or local board, as the case may be, are made available to the public. 2006, c. 32, Sched. A, s. 104.

Powers paramount

223.13 (6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question. 2006, c. 32, Sched. A, s. 98.

Investigation

223.14 (1) Every investigation by the Ombudsman shall be conducted in private. 2006, c. 32, Sched. A, s. 98.

Opportunity to make representations

(2) The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel. 2006, c. 32, Sched. A, s. 98.

Application of *Ombudsman Act*

(3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(4) For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service of Ontario Act, 2006*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively. 2006, c. 32, Sched. A, s. 98; 2006, c. 35, Sched. C, s. 134 (3).

Duty of confidentiality

223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part. 2006, c. 32, Sched. A, s. 98.

Disclosure

(2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman’s opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations. 2006, c. 32, Sched. A, s. 98.

Section prevails

(3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*. 2006, c. 32, Sched. A, s. 98.

No review, etc.

223.16 No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court. 2006, c. 32, Sched. A, s. 98.

Testimony

223.17 (1) The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court. 2006, c. 32, Sched. A, s. 98.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure. 2006, c. 32, Sched. A, s. 98.

SCHEDULE "B"

**AGREEMENT BETWEEN
THE CORPORATION OF THE COUNTY OF Wellington
AND
JGM CONSULTING**

List of Participating Municipalities - Closed Meeting Investigator Services:

1. Township of Centre Wellington
2. Town of Erin
3. Township of Mapleton
4. Town of Minto
5. Township of Puslinch
6. Township of Wellington North

THE CORPORATION OF THE TOWN OF ERIN

By-Law # 16 - 69

**A By-law to confirm the proceedings of Council at its
Regular Meeting held on December 20, 2016.**

WHEREAS, Section 5, Subsection 1 of the Municipal Act, being Chapter 25 of the Statutes of Ontario, 2001, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS, Section 5, and Subsection 3 of the Municipal Act the powers of every Council are to be exercised by By-Law;

AND WHEREAS, it is deemed expedient that the proceedings of the Council of the Corporation of the Town of Erin at its meeting held **December 20, 2016** be confirmed and adopted by By-Law;

The Council of the Corporation of the Town of Erin **ENACTS AS FOLLOWS:**

1. That the action of the Council at its Meetings held on **December 20, 2016** 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 separate by-law.
2. That the Mayor and the proper officers of the Town are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the 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. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter of thing referred to in subsection 65 (1) of the **Ontario Municipal Board Act**, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with **Environmental Assessment Act**, R.S.O. 1990, Chapter E.18.

Passed in open Council on **December 20, 2016**.

Acting Mayor, Matt Sammut

Clerk