



Corporation of the Municipality of South Huron
Agenda - Regular Council Meeting

Monday, July 17, 2017, 6:00 p.m.
Council Chambers - Olde Town Hall

Accessibility of Documents:

Documents are available in alternate formats upon request. If you require an accessible format or communication support, please contact the Clerk's Department at 519-235 -0310 or by email at g.scharback@southhuron.ca to discuss how best we can meet your needs.

Pages

1. Meeting Called To Order

Welcome & O Canada

2. Public Meeting

3. Amendments to the Agenda, as Distributed and Approved by Council

3.1 Amendment to the Agenda

Add item 15.2 By-law No. 43-2017 - being a by-law to authorize the execution of a Site Plan Agreement between the Municipality of South Huron and Gerald David MacLean in the Municipality of South Huron in the County of Huron

Recommendation:

That South Huron Council hereby approves the agenda as amended.

4. Disclosure of Pecuniary Interest and the General Nature Thereof

5. Delegations

5.1 United Way Perth-Huron

1

Recommendation:

That South Huron Council receives the delegation as presented from the United Way Perth-Huron by Erin Jones.

6. Minutes

6.1 Minutes of the Regular Council Meeting of July 4, 2017

38

6.2 Minutes of the Committee of the Whole Meeting of July 4, 2017

46

It was noted that at the Committee of the Whole meeting of July 11, 2017 a recommendation was made to provide a public information session regarding the Grand Bend Sewage Treatment Facility capital cost recovery process.

Recommendation:

That South Huron Council adopts the minutes of the Regular Council Meeting of July 4, 2017 and the minutes of the Committee of the Whole of July 4, 2017, as printed and circulated.

Recommendation:

That the motion be amended by striking out Dashwood Community Centre and inserting Council Chambers.

Recommendation:

That the motion to schedule an Information Session on August 22, 2017 be amended to change the time and location of the information session to 6:00 p.m. in the Council Chambers.

Recommendation:

That an Information Session take place at the Dashwood Community Centre on August 22, 2017 at 7:00 p.m. for the purpose of providing information regarding the Grand Bend Sewage Treatment Facility cost recovery options.

Recommendation:

That an Information Session take place in the Council Chambers on August 22, 2017 at 6:00 p.m. for the purpose of providing information regarding the Grand Bend Sewage Treatment Facility cost recovery options.

7. Councillor Board and Committee Reports

7.1 Exeter Rodeo Committee - Minutes June 26, 2017 - Draft

49

Recommendation:

That the minutes of the following committees and/or boards be received as presented to Council:

Exeter Rodeo Committee - Minutes June 26, 2017.

8. Staff Reports

8.1 Planning

Recommendation:

That Council hereby moves Item 15.2 on the agenda, being the by-law to adopt a Site Plan Agreement, to 8.1.1.

- 8.1.1 By-Law No. 43-2017 - Authorize Site Plan Agreement between Municipality of South Huron and Gerald David Maclean

58

Recommendation:

That the South Huron Council gives first, second and third and final reading to By-Law #43-2017, being a by-law to authorize the execution of a Site Plan Agreement between the Municipality of South Huron and Gerald David MacLean in the Municipality of South Huron in the County of Huron.

8.2 Financial Services

8.2.1 Assessment Review Board (ARB) – Delegation of Authority

78

Recommendation:

That South Huron Council receives the report from S. Becker, Financial Services Manager/Treasurer re: Assessment Review Board (ARB) – Delegation of Authority; and

That South Huron Council delegate authority to initiate and file notices of assessment appeal, for any property in the Municipality of South Huron, with the Assessment Review Board (“the ARB”), to the Treasurer or designate; and

That South Huron Council delegate authority to withdraw any appeal filed by the Municipality of South Huron, should it be determined that it is not in the Municipality’s best interest to proceed, to the Treasurer or designate; and

That South Huron Council delegate authority to attend any Mediation or Settlement Conference on property tax or assessment matters as a party to all appeals whether filed by the Municipality of South Huron or another person, entity or agent, to the Treasurer or designate; and

That South Huron Council delegate authority to attend before the Assessment Review Board on property tax or assessment matters as a party to all appeals whether filed by the Municipality of South Huron or another person, entity or agent, to the Treasurer or designate; and

That South Huron Council delegate authority to execute settlement agreements, on behalf of the Municipality of South Huron, reached in the course of a taxation or property assessment appeal, mediation or settlement conference, to the Treasurer or designate.

8.2.2 Vacancy Rebate and Vacant-Excess Land Subclass Tax Reductions

82

Recommendation:

That South Huron Council receives the report from S. Becker, Financial Services Manager/Treasurer re: Vacancy Rebate and Vacant-Excess Land Subclass Tax Reductions for information.

8.2.3	Operating Budget Variance Report – Second Quarter	86
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Recommendation:

That South Huron Council receives the report from S.Becker, Financial Services Manager/Treasurer re: Operating Budget Variance Report - Second Quarter for information only.

8.3 Environmental Services

8.3.1	2016 Annual Closed Stephen Landfill Status Report	99
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Recommendation:

That South Huron Council receive the report from Don Giberson, Environmental Services Director Re: 2016 Annual Closed Stephen Landfill Status Report.

8.3.2	Municipal Tree Policy	104
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Recommendation:

That South Huron Council receive the report from Don Giberson, Environmental Services Director Re: Municipal Tree Policy.

Recommendation:

That the tree policy be amended to reflect a two for one replacement in both rural and urban areas; and

That this policy refers to municipal lands and replacement only; and

That the reference to non-native species be reviewed; and

That this policy be circulated to Communities in Bloom and the ABCA; and

That a report including those comments be provided for the August 21, 2017 Council meeting.

8.4 Transportation Services

8.5 Community Services

8.6 Development Services

8.6.1 Quarterly Building Permit Report 111

Recommendation:

That South Huron Council receives the report from D. McNab, Development Services Manager re: Q2 Building Permit Report April – June 2017 for information only.

8.6.2 Q2 Planning Activity Report 119

Recommendation:

That South Huron Council receives the report from D. McNab, Development Services Manager re: Q2 Planning Activity Report from April 1 – June 30, 2017 for information only.

8.7 Emergency Services

8.8 Corporate Services

8.8.1 Appoint Drainage Engineer - Request for Drainage Works 126

Recommendation:

That South Huron Council receives the report from G. Scharback, Corporate Services Manager/Clerk re: Request for Drainage Works under Section 4 of the Drainage Act; and

That South Huron Council hereby appoints William J. Dietrich, P. Eng., from Dietrich Engineering Ltd. as the Municipal Drainage Engineer to prepare a report for new drainage works.

8.9 Administration

8.9.1 Grand Bend Community / South Huron Community Fund 130

Recommendation:

That the memo of Daniel Best, Chief Administrative Officer dated July 17, 2017 regarding the Grand Bend Community Foundation be received; and

That Administration be authorized to enter into a Charitable Partnership Agreement with the Grand Bend Community Foundation as an option for donors on Community/Municipal joint projects.

8.9.2 Vimy Oak Project

149

Recommendation:

That the report of Daniel Best, Chief Administrative Officer dated July 17, 2017 regarding the Vimy Oak Project; and

That Administration be authorized to coordinate with the Royal Canadian Legion (Exeter) to proceed with the implementation of commemorative saplings with the Municipal monument at Huron Park; and

That Administration be authorized to move the Municipal Monument from its current location to a new location on South Huron property in front of the water tower in Huron Park; and

That a ceremony be coordinated with the Municipality of South Huron and the Royal Canadian Legion (Exeter) for the re-location of the Monument, planting of the Vimy Oak saplings in honour of the 150th Anniversary of Canada and the 100th Anniversary of the Battle of Vimy Ridge.

8.9.3 Ice Rental Fees

153

Recommendation:

That South Huron Council receives the report of Dan Best, Chief Administrative Officer regarding ice rental fees; and

That Council authorize tiered discounted pricing for South Huron minor sports teams as follows effective the 2017/18 ice season:

- Ice Rental Fees up to \$25,000 would result in a 1% discounted rate;
- Ice Rental Fees from \$25,001 - \$50,000 would result in a 2% discounted rate;
- Ice Rental Fees from \$50,001 - \$100,000 would result in a 3% discounted rate;
- Ice Rental Fees from \$100,001 - \$150,000 would result in a 5% discounted rate;
- Ice Rental Fees from \$150,001 - \$200,000 would result in a 7% discounted rate;
- Ice Rental Fees from \$200,001 would result in a 10% discounted rate; AND

That Schedule D - Community Services Fees be amended in By-law 34-2015; and

That the necessary By-law be forwarded to the next Council meeting.

8.9.4 Council and CAO Workplan

157

Recommendation:

That the report of Daniel Best, Chief Administrative Officer dated July 17, 2017 regarding the Council and CAO Workplan be received; and

That Council approve the Council and CAO Workplan as presented; and

That the Council and CAO Workplan is posted on the Municipal website.

9. Deferred Business

10.	<u>Notices of Motion</u>	
11.	<u>Mayor & Councillor Comments and Announcements</u>	
12.	<u>Communications</u>	
12.1	Ombudsman Ontario - Annual Report	180
12.2	Ausable Bayfield Conservation - Yellow Fish Road program	181
12.3	Canadian Association of Nuclear Host Communities - municipal support	182
12.4	Huron County Distribution Centre - "Better Together" Annual Gala Invitation	183
12.5	Huron County Federation of Agriculture - IPM Power Hour request	184
12.6	Grand Bend & Area Chamber of Commerce transit system information meeting	186
12.7	Township of Edwardsburgh Cardinal re: oppose downloading of Property Standards Enforcement responsibility	190

Recommendation:

That South Huron Council receive communication items not otherwise dealt with.

13.	<u>Closed Session</u>	
14.	<u>Report From Closed Session</u>	
15.	<u>By-Laws</u>	
15.1	By-Law No. 42-2017 - Authorize Agreement - Minister of Infrastructure Clean Water and Wastewater Fund	192

Recommendation:

That the South Huron Council gives first, second and third and final reading to By-Law #42-2017, being a by-law Law to authorize an Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Infrastructure, for the Clean Water And Wastewater Fund (CWWF) Transfer Payment.

16. Confirming By-Law

16.1 By-Law No. 44-2017 – Confirming By-Law

256

Recommendation:

That the South Huron Council gives first, second and third and final reading to By-Law #44-2017, being a by-law to confirm matters addressed at the July 17, 2017 Council meeting.

17. Adjournment

Recommendation:

That South Huron Council hereby adjourns at 8:04 p.m., to meet again on August 21, 2017 at 6:00 p.m. or at the Call of the Chair.



Social Research &
Planning Council



United Way
Perth-Huron

June 2017

Municipality of South Huron
322 Main St
Exeter, ON
N0M 1S3

To Council Members of the Municipality of South Huron:

Thank you for allowing the Social Research & Planning Council (SRPC) to speak at the Municipality of North Perth meeting.

With an aging population and a declining workforce, newcomer integration holds the key to creating sustainable, vibrant and dynamic communities. In our latest report entitled 'Embracing Diversity: Newcomer experiences in Perth and Huron Counties' SRPC investigated how newcomers are experiencing our community to gain insight into where we are working well and what services gaps / supports may be missing.

Reasons why this presentation is important to the Municipality of South Huron:

In 2015, more than 75% of Canada's new permanent residents landed in just seven cities: Toronto, Montreal, Vancouver, Calgary, Edmonton, Ottawa and Winnipeg. During the same year, only 5.8% of recent immigrants settled in rural areas while the remainder settled in other urban locales. This presents a challenging situation for rural communities that must now offer ways to not only attract newcomers to their communities, but also ensure they stay.

Given this context, there was a need to better understand how the challenges and opportunities associated with newcomer integration would impact the rural regions of Perth and Huron Counties. From the insights gained through this research and identified gaps a number of recommendations have been to help newcomers feel more welcome and integrated into our community.

Additionally, the SRPC recently launched the beta version of a local, online data hub called myPerthHuron in March. We will be demonstrating how this site may positively impact our community understanding and the good work that is being done locally. A request for Council to direct staff to explore a data sharing agreement with myPerthHuron will be made. Our aim is to continue building the strength of the site by including local, relevant information from sources such as the Municipality of South Huron.

United Way Perth-Huron

Change starts here.

The United Centre, 32 Erie St., Stratford ON N5A 2M4

519-271-7730 | 877-818-8867

unitedwayperthhuron.ca



Social Research &
Planning Council



United Way
Perth-Huron

On behalf of the Board of Directors of the United Way of Perth-Huron, thank you in advance for your ongoing support of your United Way. We remain committed to our role as one of the most significant providers of funding to community-based human service organizations in our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Erb", is positioned above the typed name.

Ryan Erb
Executive Director
United Way of Perth-Huron

United Way Perth-Huron

Change starts here.

The United Centre, 32 Erie St., Stratford ON N5A 2M4

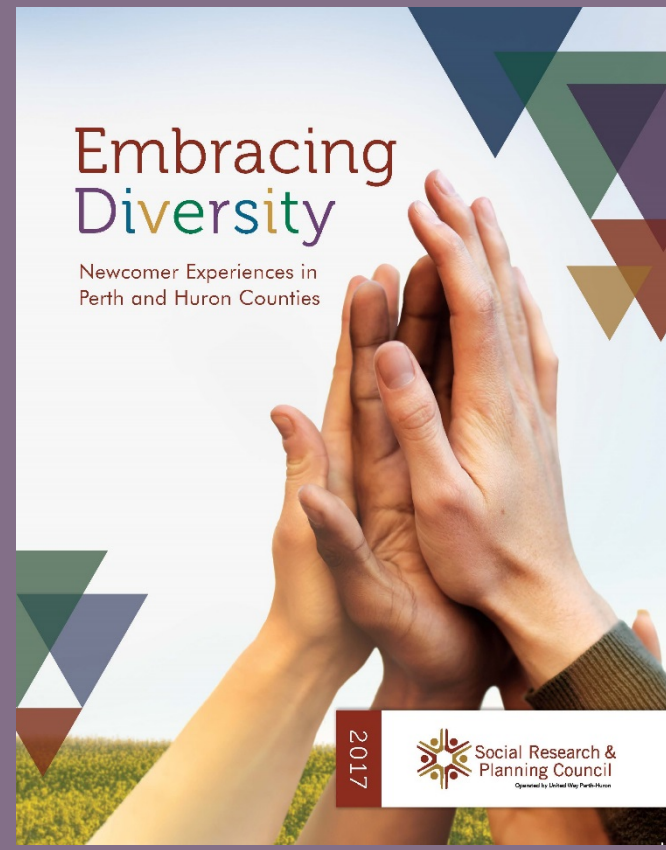
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Embracing Diversity

Newcomer Experiences in Perth and Huron Counties





Research report background

Newcomer - immigrants or refugees who have been in Canada under 10 years

2015

- Newcomer Outreach and Needs Assessment (NONA)
- 70 survey respondents and focus group participants



2017

- 22 newcomer focus group
- Service provider interviews
- Employer interviews

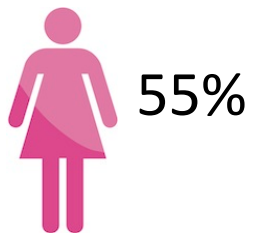
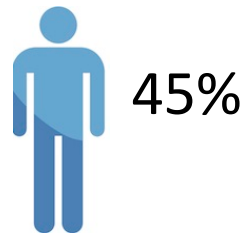
Report Goals

- Investigate experience of newcomers
- Reveal barriers and obstacles
- Identify service gaps
- Identify employment barriers
- Identify and profile current practices in other communities
- Compile recommendations for next steps

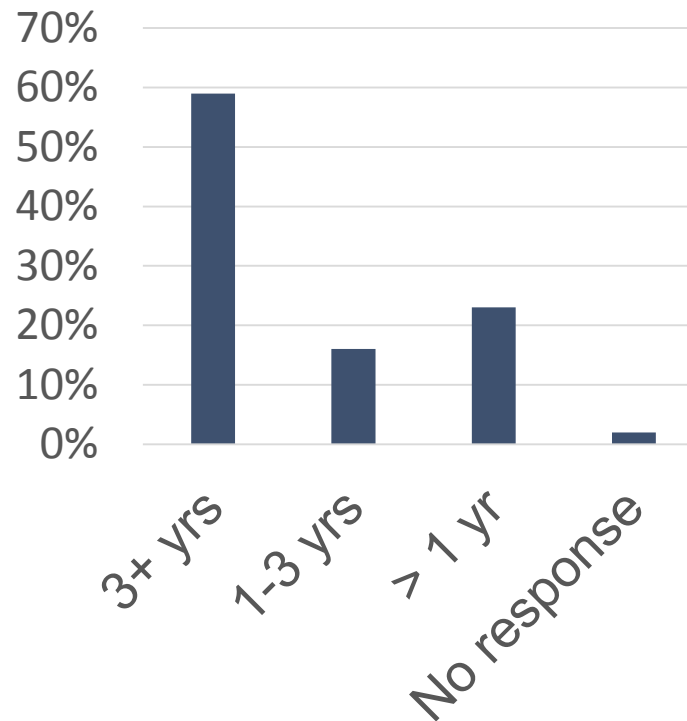


Demographics of study participants

N=92



Length of time in Canada



■ NONA Survey & Newcomer focus group participants

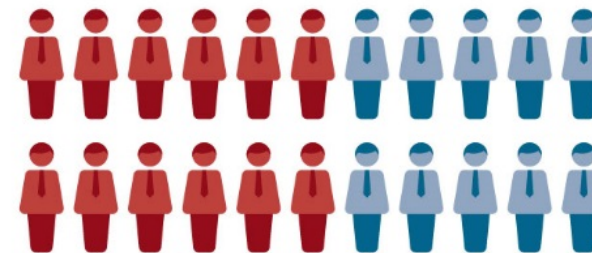


= 70% Married

= 24% Single

= 6% Separated, Divorced

Unemployed newcomers (in focus group):

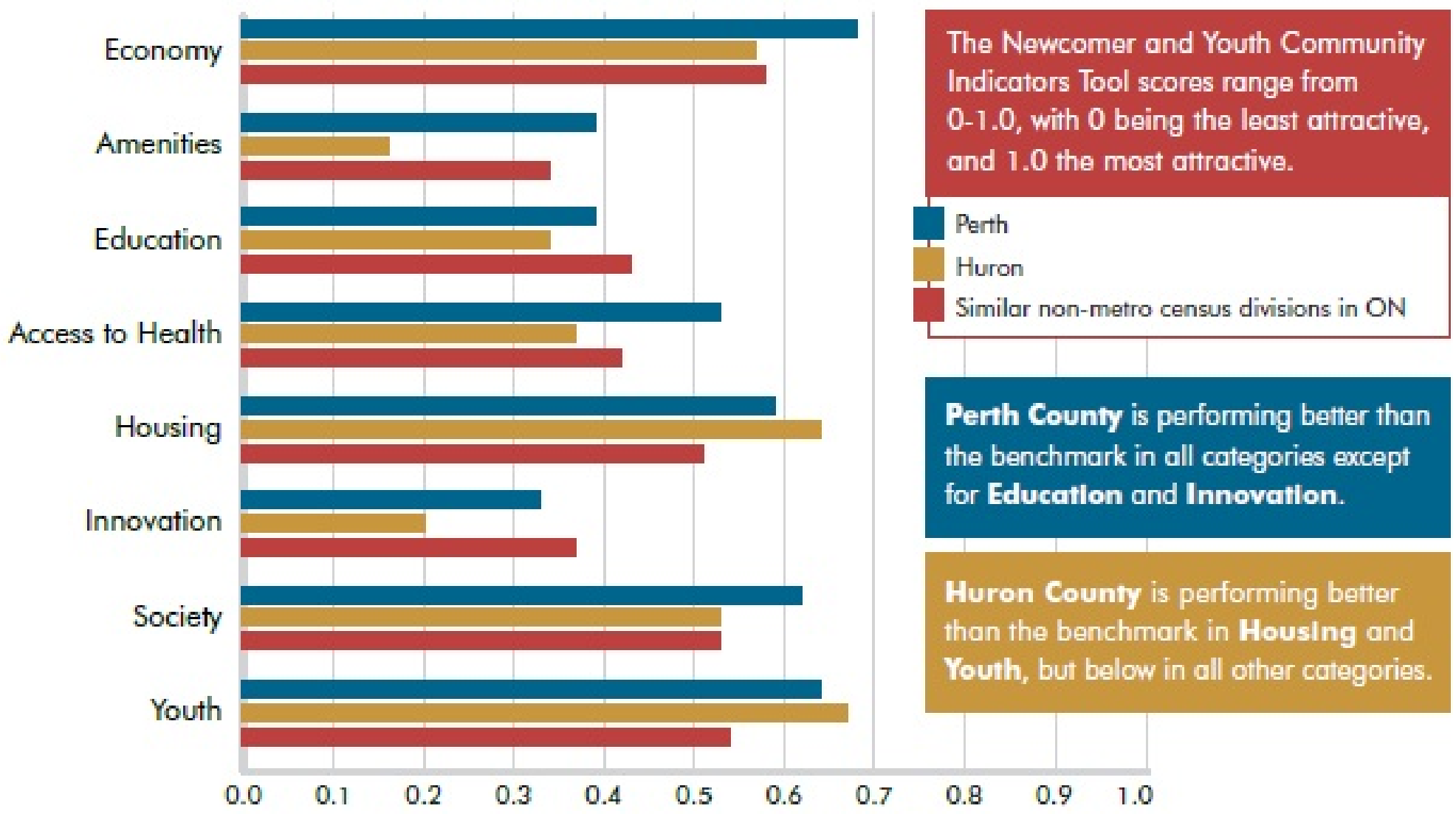


12 of 22 (Focus Group, 2017)



11 of 70
(NONA Survey, 2015)

Newcomer Attractiveness Performance



The Newcomer and Youth Community Indicators Tool scores range from 0-1.0, with 0 being the least attractive, and 1.0 the most attractive.

- Perth
- Huron
- Similar non-metro census divisions in ON

Perth County is performing better than the benchmark in all categories except for **Education** and **Innovation**.

Huron County is performing better than the benchmark in **Housing** and **Youth**, but below in all other categories.

Source: Ontario Ministry of Agriculture, Food and Rural Affairs (2014). Newcomer and Youth Community Indicators Tool.
<http://www.omafr.gov.on.ca/english/rural/sdr/nyci/index.html>



Service Providers & Community Organizations

SERVICE NEEDS IDENTIFIED:

- Assistance with healthcare issues
- Educational support
- Navigating government systems
- Help finding suitable housing

SUPPORT GAPS IDENTIFIED:

- Language services (translation)
- Social/spiritual interaction and integration



“big city people aren’t aware of the benefits of living in a smaller community.”

- Focus group participant

“the people here...it’s a basement culture. They live in their basements. They say ‘Hi, good morning!’ and nothing further. You have a line. You don’t cross it.”

- Focus group participant

Ahmed’s Story



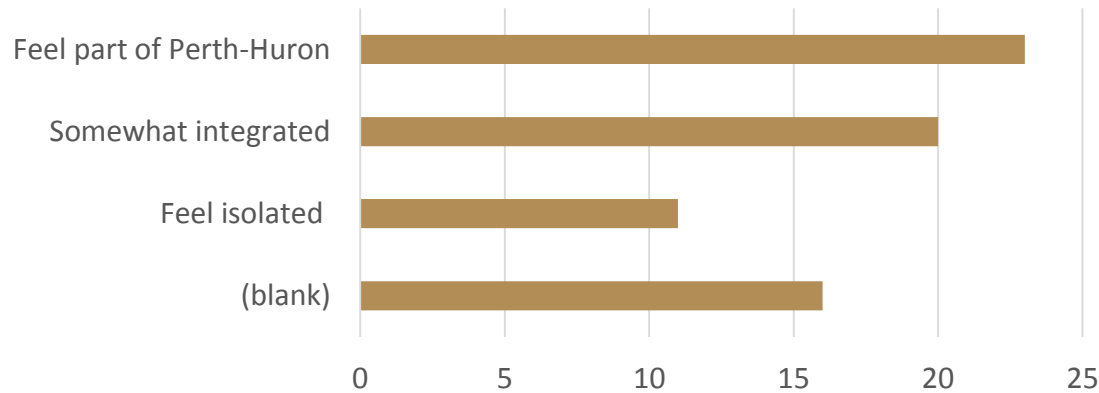


Settlement experience

Main Reasons for Moving to Perth and Huron:



Degree of Self-reported Social Integration



Source: NONA Survey

Newcomer Difficulties



Limited English language skills



Few housing options



Lack of job opportunities



Social isolation



Limited transportation options



Cold weather

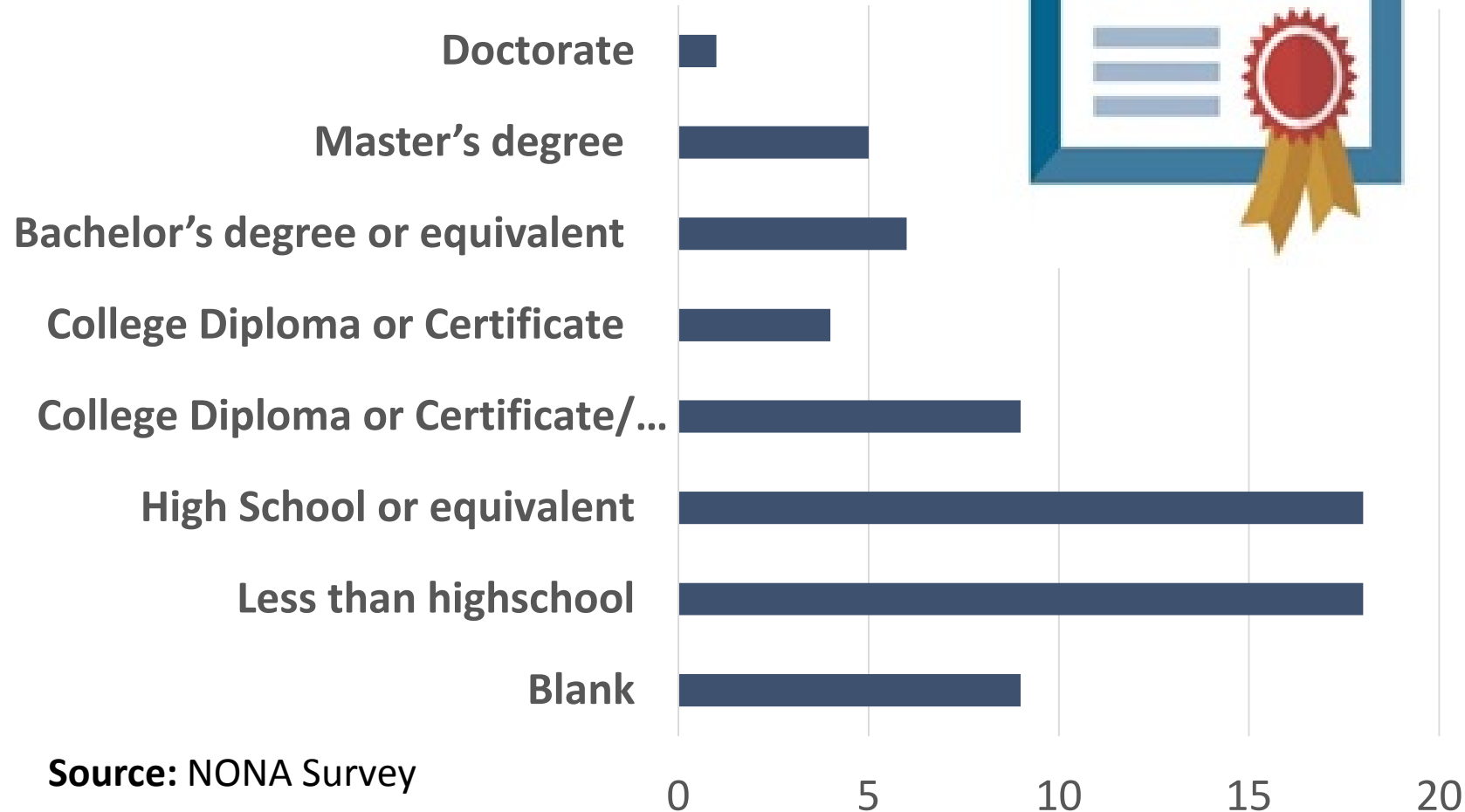
Specific to Huron County:



Healthcare access



Prior Education



Source: NONA Survey

■ Series 1



“when I saw the teachers—how they talk with the kids—I thought, this teacher loves my kid like me.”

- Focus group participant

“I think it’s impossible. I have a master’s degree in teaching from Korea. It’s not useful here. I’m trying to find other fields.”

- Focus group participant



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Employment

Experiences and Training:

Prior to arriving in Canada



Trades



Education
Sector



Medical



Personal
Support
Worker



Engineering



Accounting



Driving

Now



Processing



Manufacturing



Utilities



Health



Sales/Service



Trades



Employers

“We have to have employees who are able to communicate, understand health and safety and work instructions, and complete paperwork etc.”

**Employers interviewed
expressed an interest
in developing a more
inclusive workplace**



“Often they [current employees] are subtle, not obviously discrimination or harassment, but enough that newcomers can feel uncomfortable and look for a new position.”

How to assist newcomers in becoming more employable:





Employers

Employers interviewed acknowledged they need to be more flexible and :

- Modify hiring requirements
- Review and revise educational requirements
- Help finding suitable housing

They will consider:

- Increasing probation period to account for longer training and on-boarding processes
- Starting a mentorship program



“...We would need to network with agencies in the community to identify (possible) barriers and work toward solutions to provide support for newcomers to encourage employment.”



Recommendations

1. The Newcomer Settlement Huron Perth implement the following recommendations into their work plan following a multi-phased approach.

- a. Investigate expansion of Local Immigration Partnership to Perth County
- b. Improve Data Collection

Creating Community

- c. Establishment of a community welcoming committee
- d. System navigation workshops
- e. Accompaniment program

Increasing Awareness

- 2. Employer recruitment strategy and education
- 3. Creation and enhancement of cultural celebrations
- 4. Cultural competency training
- 5. Increase awareness of rural transportation initiatives



How can you make your community more welcoming to newcomers?

Tips for Long Time Residents to Meet and Get to Know Newcomers:

- Ask questions and listen, then act on what you have heard
- Be open minded about other cultures and new ways of doing things, be willing to try something new
- Offer new programs and events based on newcomers' culture and/or experiences
- Bring a welcome gift to the home of a newcomer, introduce yourself, and offer to help if they have any questions

Tips for Newcomers to Meet and Get to Know Long Time Residents of the Community:

- Learn about and participate in popular community events; join community groups; take part in a sport or popular recreation activity
- Volunteer to help with a community event or project
- Observe the community for a few months then decide where you can get involved/help out
- Visit the local library often. Read as much as you can to improve English skills, information about the community and cultural awareness
- Ask questions and listen...be willing to adopt a new culture and lifestyle

Adapted from the Saskatchewan South East Enterprise Region

How can you make your workplace more welcoming to newcomers?



Develop a buddy system for newcomer with another staff member



Ask newcomer about their experiences and listen to what they have to say



Encourage newcomers and staff members to extend invitations to one another to social gatherings and community functions

How can local Council's help?

- Encourage inclusion of cultural educational enhancements to events
- Support libraries and other local Newcomer services
- Direct staff to review Diversity and Sensitivity policies and to invest in appropriate training.



Social Research &
Planning Council



Beta version

myPerthHuron

Discovering the well-being
of our communities



United Way
Perth-Huron



myPerthHuron

Advisory Committee

Tracy Van Kalsbeek – Chair

Executive Director
Stratford Perth Community Foundation

David Blaney – SRPC Co-chair

Municipal Councillor
Huron East

Erica Clark – SRPC Co-chair

Epidemiologist
Huron County Health Unit

Ken Clarke

Data Analyst Coordinator
Perth Care for Kids

Director

Social Research & Planning Council

Don Cowan

Distinguished Professor Emeritus
University of Waterloo Computer Systems
Group

Kyle Young

Research Associate
University of Waterloo Computer Systems
Group

Ryan Erb

Executive Director
United Way Perth-Huron

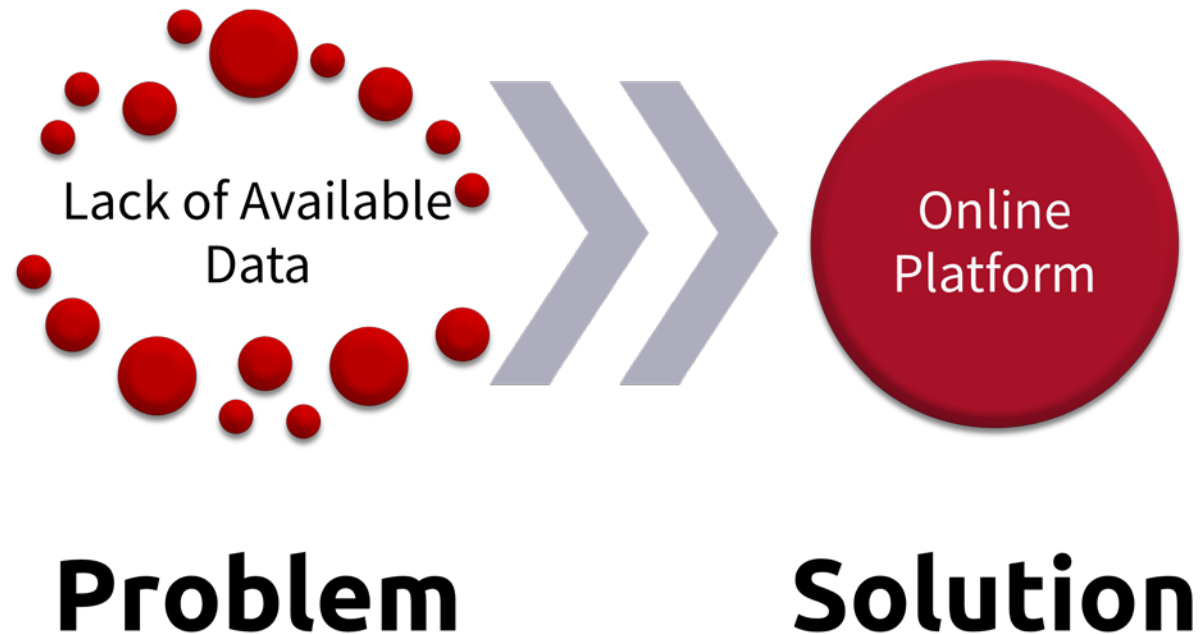
Kathy Vassilakos

Councillor
City of Stratford



Social Research &
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Computer
Systems
Group
University of Waterloo





Current Community Practice

Obtain data

- StatsCan
 - Reliable, old
- Questionnaires
 - Sample
 - Unavailable data
- Diagnose

Issues

- Data is old (5 years?)
 - Not community-based
- No treatment
- No way to measure treatment

Community organizations are a huge source of data!





We are looking for feedback!



Where to begin?

**Arthritis, by age group and sex
(Number of persons)**

	2010	2011
Total, 15 years and over	4,451,557	4,756,842
Males	1 706 044	1 753 302
Females		

Geography = Canada

**Farm cash receipts
(\$ thousands)**

15 to 19 years
Males
Females
20 to 34 years
Males
Females

Energy use and greenhouse gas emission

Total direct and indirect household energy use (petajoules) ²

6,455.8 6,369.6

Direct household energy use (petajoules) ³

2,329.5 2,341.6

Indirect household energy use (petajoules) ⁴

4,126.4 4,028.0

Household energy use per unit of expenditure (index, 1990=100)

81.3 77.4

Total direct and indirect household greenhouse gas emissions (megatonnes) ⁵

422.4 413.8

Total farm cash receipts
Total crops
Wheat, excluding durum ¹
Wheat, excluding durum, marketing board payments ¹
Durum wheat ¹
Durum wheat, marketing board payments ¹
Oats
Barley ¹
Barley, Canada wheat board payments ¹

5,077,120

7,222,156

Occupations in art, culture, recreation and sport [F]

Sales and service occupations [G] ⁶

Wholesale, technical, insurance, real estate sales specialists, and retail, wholesale and grain buyers [G1]

Retail salespersons, sales clerks, cashiers, including retail trade supervisors [G011, G2-G3]

588,993 731,247

61.388 47.744

Geography	Perception of police responding quickly to calls	Statistics	2014
Canada	Good job	Number of persons (x 1,000)	16,653
		Percent	105.4
	Average or poor job	Number of persons (x 1,000)	7,735
		Percent	26.2
		Number of persons (x 1,000)	5,129

Source: Statistics Canada

Where are all the water fountains
in our communities?



**How many people use food banks
every month in our communities?**

How many youth are playing after school
sports in our communities?

How many adults play organized
sports in our communities?

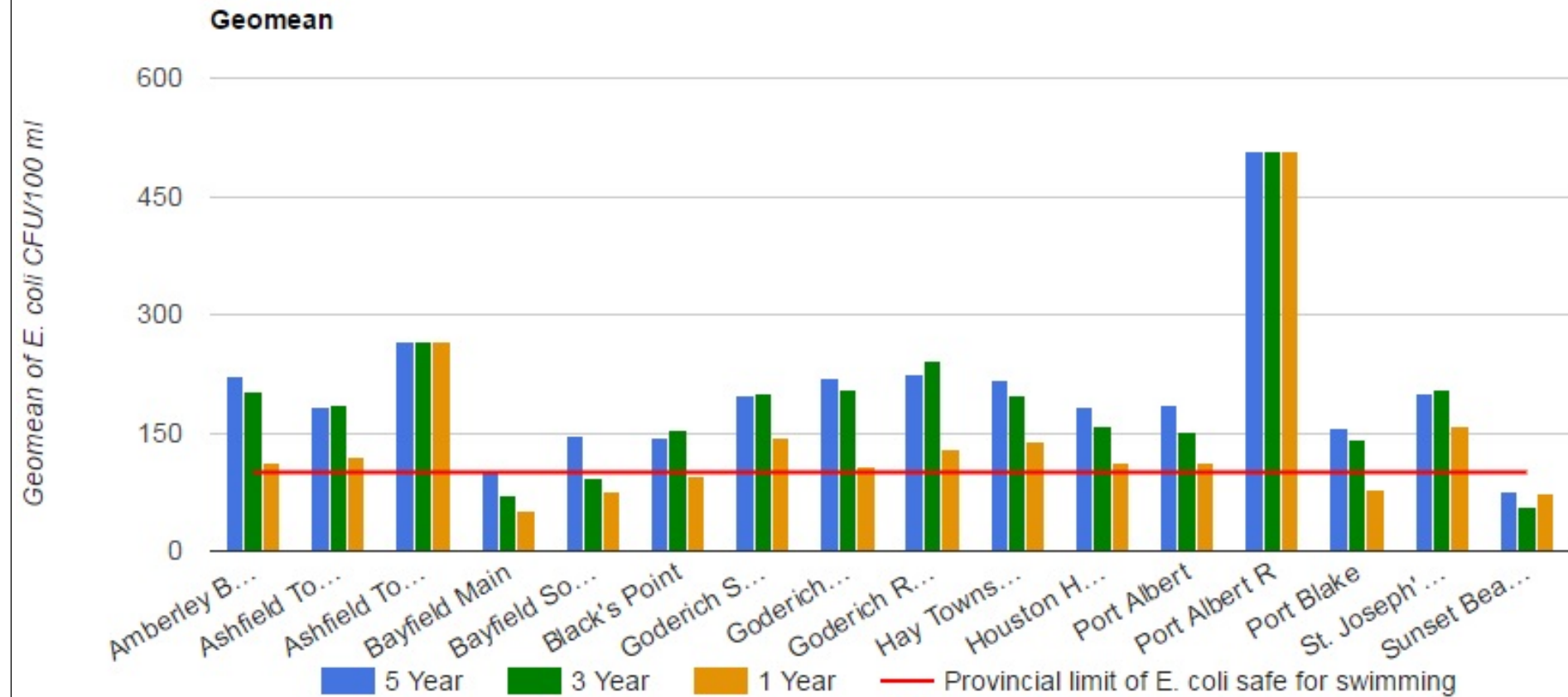
**What beaches have the best water quality in
our communities?**

Where are all the public
washrooms in our communities?

How many churches are in
our communities?

**What children's programs are available
during the summer in our communities?**

Beach Data - E.Coli levels



Community Stories

- Impact of business closing
- Food distribution centres
 - Number
 - Location vs need
- Education
 - Type of graduates
 - Need for breakfast programs
- Health
 - Location of clinics vs need
 - Health versus income







Community Impact

- **Measure and act on state of community**
 - Measure state of community
 - Create policy, infrastructure, services
 - Measure effect, modify if necessary
- **How**
 - Gather current community data (housing, income, food, volunteering, health, education ...)
 - Use data to guide policy, service delivery, infrastructure creation and modification
 - Tools, maps and data to show state of community
 - Secure, private

The Role of HR in Diversi x myPerthHuron x

www.myperthhuron.ca/index.php



Discovering the well-being of our communities


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[PRINTABLE VERSION](#)

What is myPerthHuron

It is an online resource to help track the well-being of our communities, where we are doing well, where community challenges may be emerging and discovering what makes our community unique.

Discovering the general well-being of individuals and society, is defined in terms of health and happiness, rather than simply wealth. In many respects, quality of life indicators representing well-being are subjective. What is considered to be 'good' varies from individual-to-individual and community-to-community. But with these tools we will be able to discover the values in these indicators.




Keyword Search

We'd like to hear from you.

The myPerthHuron initiative is currently in beta phase. We are looking for community feedback to help us improve the quality and usability of this data resource. [Send feedback.](#)

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[Education](#)
[Environment](#)
[Healthy Populations](#)
[Housing & Homelessness](#)
[Leisure & Culture](#)
[Living Standards](#)
[Time Use](#)

Indicators

Indicator Selection

The base list of indicators have been based off the 2014 Quality of life report.

Sources of Information

Data has been pull from a variety of sources and where ever possible data for both Perth and Huron Counties including the town of St.Marys and the city of Stafford being represented at the lower tier level.

Data Limitations

Each domain includes a brief description and graphic illustration of the indicator data (i.e. what it measures? Why it matters? What the latest data says?). Inferences and conclusions, however, have purposely not been drawn.

We'd like to hear from you.

The myPerthHuron initiative is currently in beta phase. We are looking for community feedback to help us improve the quality and usability of this data resource. [Send feedback.](#)

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Community Profile
Community Vitality
**Democratic
Engagement**
Municipal Voter Rates
Provincial Voter Rates
Federal Voter Rates
Acclaimed
Education
Environment
Healthy Populations
Housing &
Homelessness
Leisure & Culture
Living Standards
Time Use

Municipal Voter Data

Municipal Voter Search

Location (Huron)

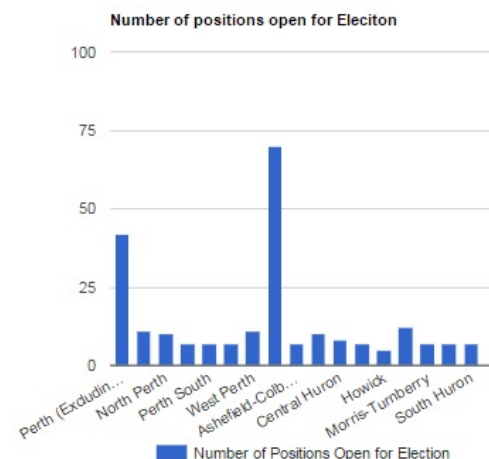
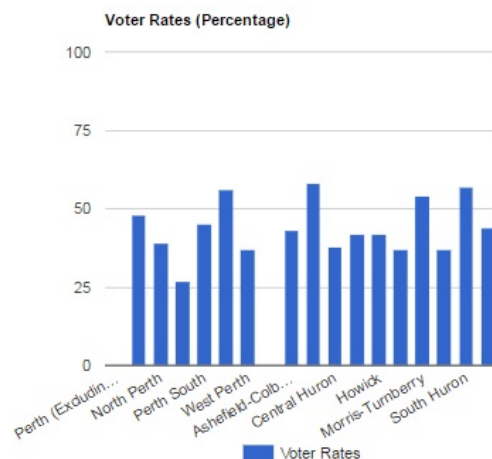
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| <input type="checkbox"/> Huron | <input type="checkbox"/> Central Huron | <input type="checkbox"/> Bluewater | <input type="checkbox"/> Morris-Turnberry |
| <input type="checkbox"/> Huron East | <input type="checkbox"/> South Huron | <input type="checkbox"/> Howick | <input type="checkbox"/> Goderich |
| <input type="checkbox"/> North Huron | <input type="checkbox"/> Ashfield-Colborne-Wawanosh | | |

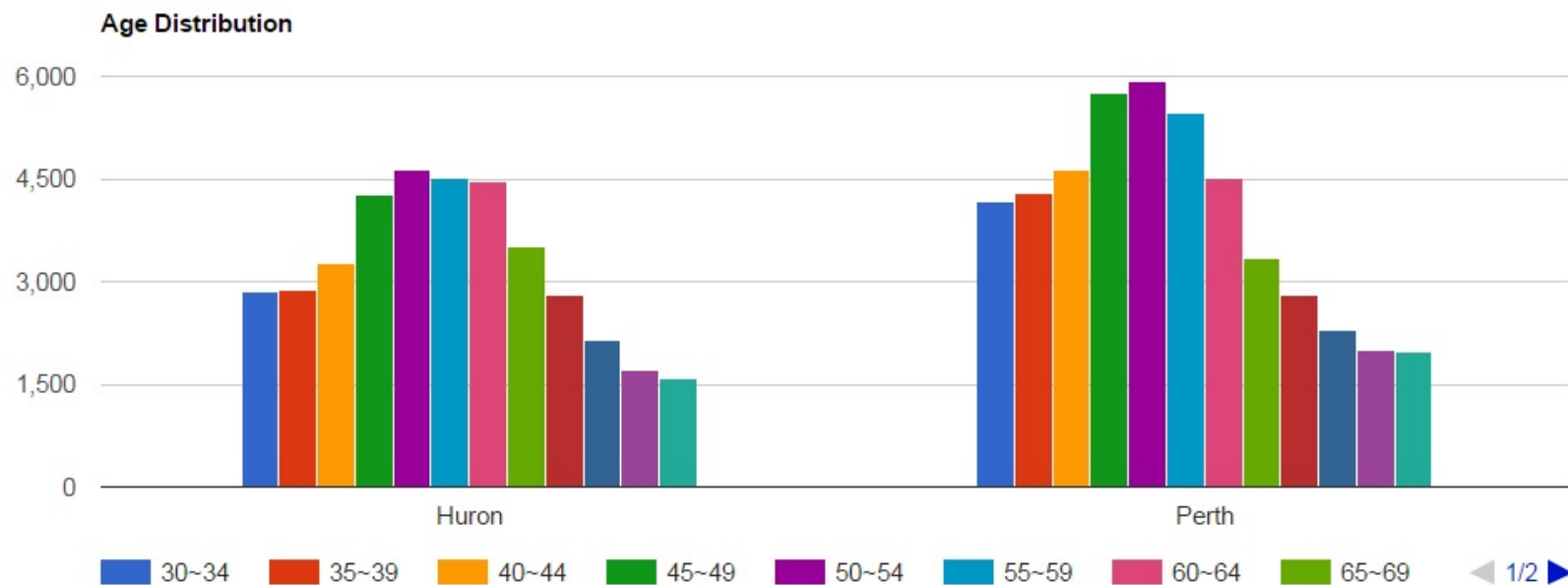
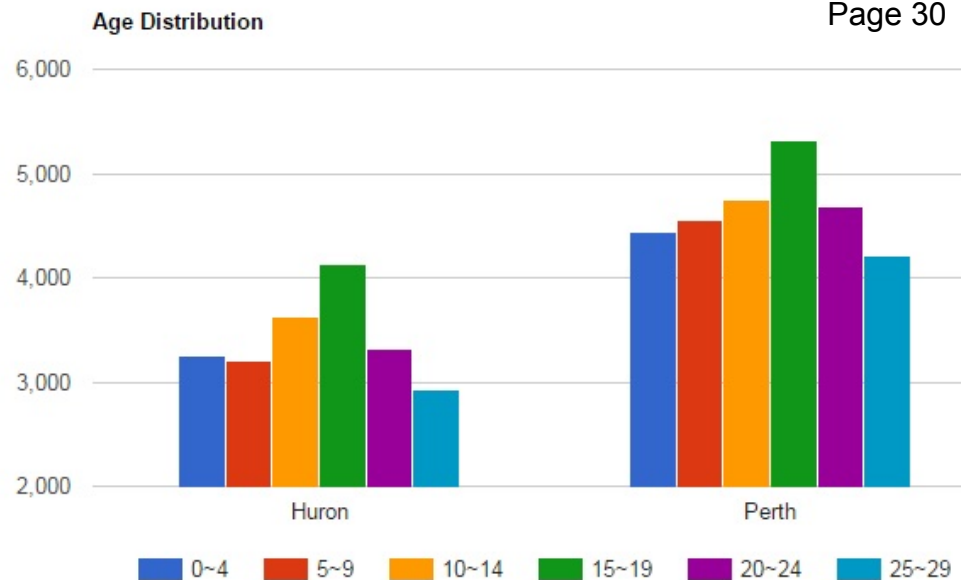
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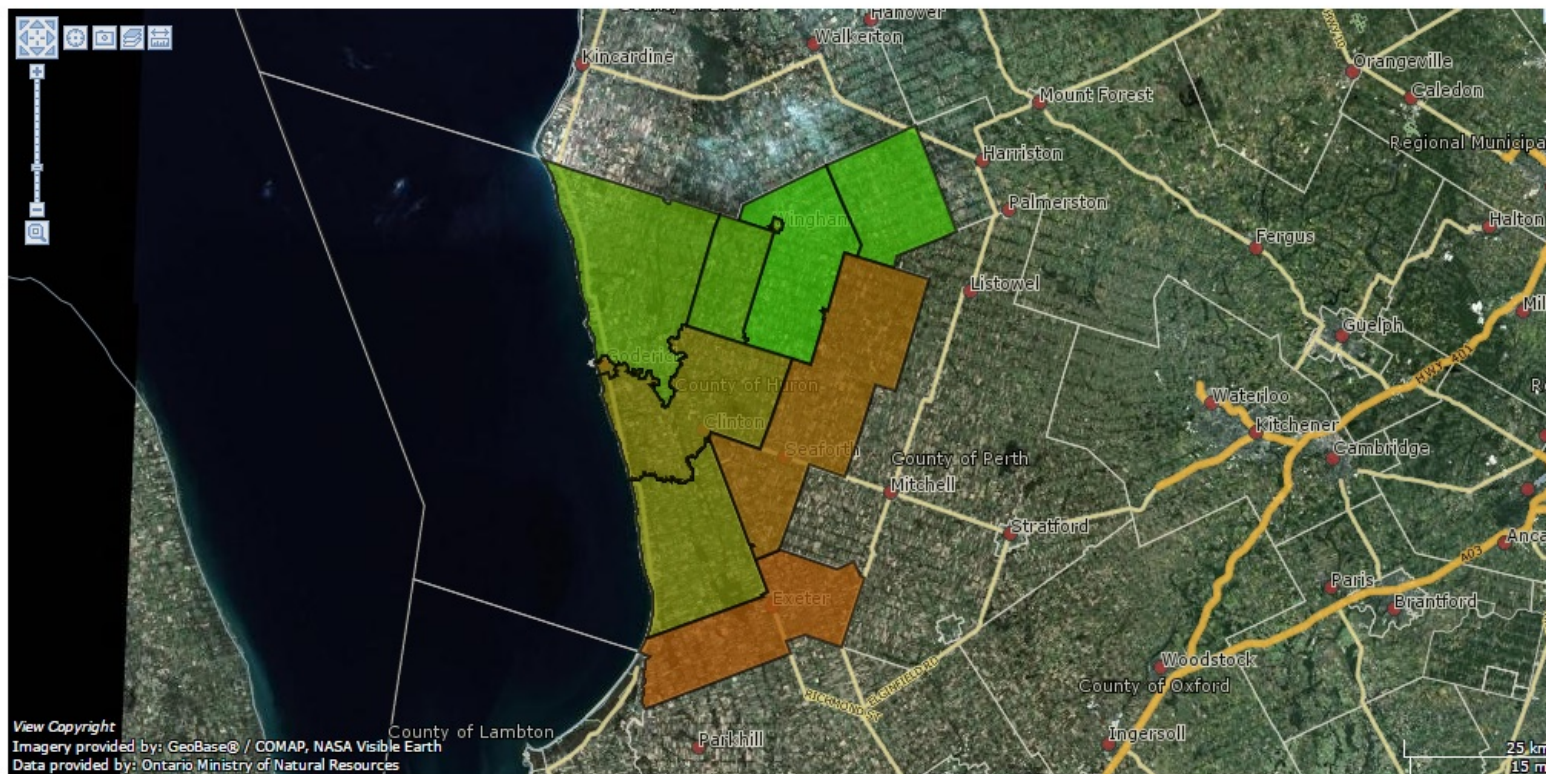
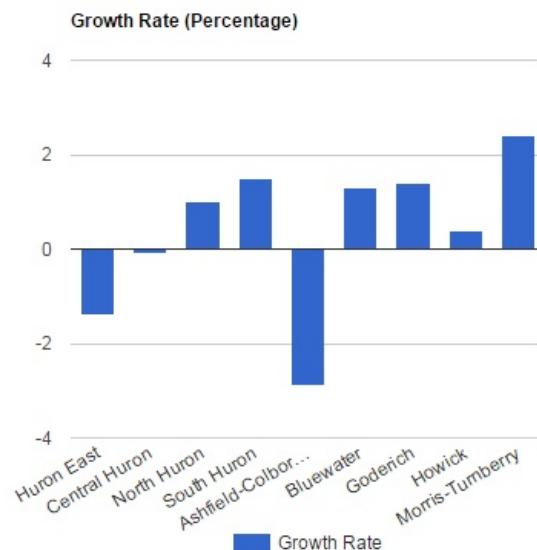
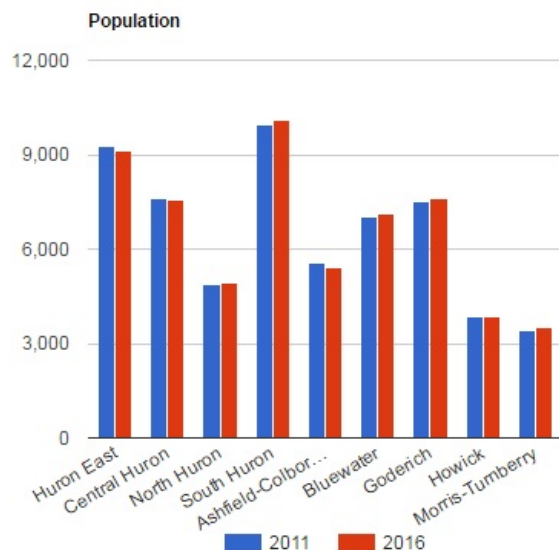
Location (Perth)

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| <input type="checkbox"/> Perth | <input type="checkbox"/> Perth South | <input type="checkbox"/> North Perth | <input type="checkbox"/> St. Marys |
| <input type="checkbox"/> Perth East | <input type="checkbox"/> West Perth | <input type="checkbox"/> Stratford | |

[Select All](#)







[SAVE RESULTS AS CSV FILE](#)

Displaying Entries 1 to 50 of 416²⁴

Characteristics	Total	Male	Female	Year	Location	Note
Total population by age groups	12630	6255	6380	2011	North Perth	4
0 to 4 years	870	405	465	2011	North Perth	
5 to 9 years	820	430	390	2011	North Perth	
10 to 14 years	805	435	370	2011	North Perth	
15 to 19 years	895	450	450	2011	North Perth	
15 years	180	100	80	2011	North Perth	
16 years	180	85	100	2011	North Perth	
17 years	160	75	85	2011	North Perth	
18 years	180	85	95	2011	North Perth	
19 years	195	105	90	2011	North Perth	
20 to 24 years	795	410	390	2011	North Perth	
25 to 29 years	810	410	395	2011	North Perth	
30 to 34 years	780	380	395	2011	North Perth	
35 to 39 years	720	370	350	2011	North Perth	
40 to 44 years	700	365	330	2011	North Perth	
45 to 49 years	885	420	465	2011	North Perth	
50 to 54 years	940	465	475	2011	North Perth	
55 to 59 years	840	445	400	2011	North Perth	
60 to 64 years	690	350	340	2011	North Perth	
65 to 69 years	530	255	275	2011	North Perth	
70 to 74 years	500	240	260	2011	North Perth	
75 to 79 years	415	195	225	2011	North Perth	
80 to 84 years	345	135	210	2011	North Perth	
85 years and over	290	105	185	2011	North Perth	
Median age of the population	38.9	37.9	39.8	2011	North Perth	5
% of the population aged 15 and over	80.2	79.7	80.8	2011	North Perth	
Total population by age groups	3995	2065	1930	2011	Perth South	4
0 to 4 years	180	100	80	2011	Perth South	
5 to 9 years	235	120	110	2011	Perth South	
10 to 14 years	300	155	150	2011	Perth South	
15 to 19 years	350	170	180	2011	Perth South	
15 years	65	40	30	2011	Perth South	
16 years	80	45	35	2011	Perth South	
17 years	65	30	35	2011	Perth South	
18 years	65	25	40	2011	Perth South	
19 years	70	35	40	2011	Perth South	
20 to 24 years	285	155	135	2011	Perth South	
25 to 29 years	160	80	80	2011	Perth South	
30 to 34 years	185	95	85	2011	Perth South	



Discovering the well-being of our communities

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[Data Sets](#)
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Huron County Health Unit

The Huron County Health Unit staff work to promote and protect health and prevent disease, illness and injury in the residents of Huron County. We offer public health services that meet our needs in Huron County.

Data Sets:

- Beach Water Quality
- Premise Data

We'd like to hear from you.

The myPerthHuron initiative is currently in beta phase. We are looking for community feedback to help us improve the quality and usability of this data resource. [Send feedback.](#)

[Terms of Use](#) | [Privacy Policy](#)

Supported by



ONTARIO-CANADA
ST. MARYS



A Social Research & Planning Council Project.
© United Way Perth Huron Canada

Request of Council



- Feedback on beta site
- Data Sharing Agreement



SHARED DATA AGREEMENT

between

MUNICIPALITY OF SOUTH HURON & United Way of Perth-Huron operating as the Social Research and Planning Council (SRPC)

MUNICIPALITY OF SOUTH HURON will provide DATA as outlined in Appendix A, The DATA will be loaded into the myPerthHuron Software Platform, where access to the MUNICIPALITY OF SOUTH HURON's DATA will be specified by the MUNICIPALITY OF SOUTH HURON in consultation with SRPC.

I, _____, on behalf of _____,
(Name of Representative) (Municipality of South Huron)

HEREBY ACKNOWLEDGE:

1. That the DATA may be used:
 - a. for broad social research purposes;
 - b. for internal policy/research studies by the Perth-Huron SRPC;
 - c. by local government to investigate community issues and implement and measure policy responses.
2. That the DATA in an aggregate form may be used to create public documents about the social and economic health of the community. In the case of using the data for such public documents, the MUNICIPALITY OF SOUTH HURON will be informed and asked permission in advance to use their data. _____(initial)
3. That the DATA may not be used for the purposes of any individual agency or performance evaluations and _____ assessments of _____ any _____ kind.
(initial)
4. That the SRPC will not, except with express written consent of the MUNICIPALITY OF SOUTH HURON, disclose, sell or otherwise distribute the DATA except in a manner consistent with the purposes identified in number 1 above. _____(initial)
5. Given the limitations inherent in the collection of, or provided by, MUNICIPALITY OF SOUTH HURON's DATA or time sensitivity, no warranty is provided that the DATA is indeed accurate and current, nor that the DATA is suitable for any particular purpose, including the purposes identified above. However MUNICIPALITY OF SOUTH HURON will give its best efforts to ensure that its DATA is accurate and current. _____(initial)
6. That the SRPC will attribute credit for the DATA to the various MUNICIPALITY OF SOUTH HURON sources _____ as _____ appropriate.
(initial)
7. That SRPC will ask the MUNICIPALITY OF SOUTH HURON to enter the DATA into the myPerthHuron Software Platform, where applicable, which will be kept in a secure location. _____(initial)

SRPC: I, _____, on behalf of the SRPC, HEREBY ACKNOWLEDGE:

1. That the Data has been received. _____(initial)
2. That the Data will be used only for MyPerthHuron.
(initial)
3. That the SRPC will not, except with express written consent of the MUNICIPALITY OF SOUTH HURON, disclose, sell or otherwise distribute the DATA except in a manner which is consistent with the purposes identified above.
_____(initial)
4. That the MUNICIPALITY OF SOUTH HURON has attempted to ensure the accuracy of the Data, however, given the limitations inherent in the collection of the DATA or time sensitivity, no warranty is provided that the DATA is indeed accurate and current, nor that the DATA is suitable for any particular purpose, including the purposes identified above.
_____(initial)
5. That the SRPC will attribute credit for the DATA to the various MUNICIPALITY OF SOUTH HURON sources as appropriate.
_____(initial)
6. That the SRPC will keep the DATA in a secure location. _____(initial)

Signed: _____

I have the authority to bind the SRPC

Name: _____

Date: _____

Signed: _____

I have the authority to bind MUNICIPALITY OF SOUTH HURON

Name: _____

Date: _____

Appendix A – Glossary of Terms

Data - A quantitative or qualitative value originating from organization.

Community indicators - that reflect the interplay between social, environmental, and economic factors affecting a region's or community's well-being and that provide information about past and current trends and assist planners and community leaders in making decisions that affect future outcomes.

Appendix B – Policy

1. Indemnification

1.1. Recipient's Indemnity. The Recipient shall indemnify the Disclosing Party and its officers, directors trustees], employees, and agents against all claims, liabilities, costs, and expenses (including legal fees) arising from any third party claim or proceeding brought against the Disclosing Party arising out of or in connection with any unauthorized use or disclosure of the Data.

1.2. Notice of Claim. The Disclosing Party shall give prompt notice to the Recipient of any claim or potential claim for indemnification under this section 1 (Indemnification).

2. Termination

2.1. Termination upon Notice. Either party may terminate this agreement for any reason upon 10 business days' notice to the other party.

2.2. Termination upon Recipient's Breach. If the Recipient:

(a) Commits any material breach or material default in the performance of any obligation under this agreement, and;

(b) The breach or default continues for a period of 10 business days after the Disclosing Party delivers notice to the Recipient reasonably detailing the breach or default. At such time, the Disclosing Party may terminate this agreement, with immediate effect, by giving notice to the Recipient.

2.3. Termination upon Recipient's Insolvency. This agreement will terminate immediately upon the Recipient's insolvency, bankruptcy, receivership, dissolution, or liquidation.]

2.4. Effect of Termination:

(a) Return of Property. Upon termination of this agreement, the Recipient shall return to the Disclosing Party all Data, both originals and copies, under its direct or indirect control.

(b) Regulatory Reporting. In the event of any material breach or material default in the performance of any of the Recipient's obligation under this agreement, the Disclosing Party shall file all necessary reports with applicable regulatory bodies.



Corporation of the Municipality of South Huron
Minutes for the Regular Council Meeting

Tuesday, July 4, 2017, 6:00 p.m.
Council Chambers - Olde Town Hall

Members Present: Maureen Cole - Mayor
Dave Frayne - Deputy Mayor
Tom Tomes - Councillor - Ward 1
Marissa Vaughan - Councillor - Ward 1
Wayne DeLuca - Councillor - Ward 2
Craig Hebert - Councillor - Ward 2
Ted Oke - Councillor - Ward 3

Staff Present: Dan Best, CAO
Genevieve Scharback, Corporate Services Manager/Clerk
Andrew Baird, Emergency Services Manager/Fire Chief
Sandy Becker, Financial Services Manager/Treasurer
Jo-Anne Fields, Community Services Manager
Don Giberson, Environmental Services Director
Dwayne McNab, Development Services Manager/CBO
Jason Parr, Transportation Services Manager

1. Meeting Called To Order
Mayor Cole called the meeting to order at 6:00 p.m.
2. Public Meeting
None.
3. Amendments to the Agenda, as Distributed and Approved by Council

Motion: 253-2017

Moved: C. Hebert

Seconded: D. Frayne

That South Huron Council approves the Agenda as presented.

Disposition: Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

None.

5. Delegations

None.

5.1 Tom Prout - Grand Bend Community Foundation and South Huron Community Fund

Mr. Prout thanked Council for the commitment and donation to the Legacy Fund. He advised that another aspect of the Community Fund is flow through funding with an agreement in place between the Municipality and Community Fund. This allows people interested in making donations to projects in the community to make donations to the Community Fund and receive a tax receipt. The Fund then provides the funds to the municipality as needed for the project.

Mayor Cole thanked Mr. Prout for his presentation to Council.

6. Minutes

6.1 Minutes of the Regular Council Meeting of June 19, 2017

Motion: 254-2017

Moved: T. Oke

Seconded: T. Tomes

That South Huron Council adopts the minutes of the Regular Council Meeting of June 19, 2017, as printed and circulated.

Disposition: Carried

7. Councillor Board and Committee Reports

7.1 Municipal Heritage Committee - Minutes June 22, 2017 draft

Mayor Cole noted concerns regarding the need for advisory committees to follow approved Terms of Reference, provide information to Council and obtain Council approval for projects. Heritage Committee Council Representative DeLuca requested that concerns be forwarded to the Heritage Committee in writing to be addressed at a Committee meeting.

7.2 South Huron Police Services Board - Minutes of June 20, 2017

Mayor Cole advised that the Police Services Board has provided the O.P.P. report to Council to provide information regarding the low number of calls for service related to the Grand Bend Motorplex events to be considered when the CAO is requested to approve overtime hours.

The Clerk was directed to request, through the Police Services Board, that the O.P.P. Inspector attend a future meeting to provide further information regarding this matter.

It was noted that the Provincial Representative on the Police Services Board will end on August 24, 2017. The position is advertised by the Province on the Public Secretariat website, www.pas.gov.on.ca.

7.3 Bluewater Recycling Association - 2016 Annual Report

7.4 Exeter BIA - AGM Minutes of April 10, 2017 and 2017 Budget Report

Motion: 255-2017

Moved: C. Hebert

Seconded: T. Tomes

That the minutes of the following committees and/or boards be received as presented to Council:

- **Municipal Heritage Committee - Minutes June 22, 2017 draft**
- **South Huron Police Services Board - Minutes of June 20, 2017**
- **Bluewater Recycling Association 2016 Annual Report**

Disposition: Carried

Motion: 256-2017

Moved: D. Frayne

Seconded: W. DeLuca

That South Huron Council receives the minutes of the Exeter Business Improvement Area AGM Minutes of April 10, 2017; and

That South Huron Council hereby approves the Exeter Business Improvement Area 2017 Budget as received.

Disposition: Carried

8. Staff Reports

8.1 Community Services

8.1.1 Results of Expression of Interest for Concession Operations in South Huron

Motion: 257-2017

Moved: W. DeLuca

Seconded: T. Oke

That South Huron Council receives the report from Jo-Anne Fields, Community Services Manager re: Results of Expression of Interest for Concession Operations in South Huron; and

That Council authorize staff to meet with the two parties that expressed an interest in concession operations at the South Huron Recreation Centre and the Stephen Arena; and

That staff bring a report back to Council for consideration.

Disposition: Carried

8.2 Administration

8.2.1 Addition of a Building Inspector

Motion: 258-2017

Moved: D. Frayne

Seconded: W. DeLuca

That the report of Megan Goss, Human Resources Coordinator and Assistant to the CAO dated July 4, 2017 regarding the addition of a Building Inspector position be received; and

That Council authorize Administration to proceed with the recruitment of a Building Inspector.

Disposition: Carried

9. Deferred Business

10. Notices of Motion

10.1 Notice of Motion

Motion: 259-2017

Moved: W. DeLuca

Seconded: C. Hebert

In the spirit of transparency, be it resolved the Treasurer's Department be directed to prepare a list of individual travel expenses incurred by the Mayor and Members of Council; and

That the list include costs of registration for any event attended; and

That this list be updated for Council on a quarterly basis.

Disposition: Carried

10.2 Notice of Motion re: Conservation Authorities Act

Council discussed proposed amendments to the Conservation Authorities Act. Deputy Mayor Frayne will provide a new Notice of Motion to be included in the next Council meeting package.

Motion: 260-2017

Moved: D. Frayne

Seconded: C. Hebert

That the Municipality of South Huron support the resolution of the Municipality of Brockton opposing amendments to the Conservation Authorities Act.

Disposition: Defeated

11. Mayor & Councillor Comments and Announcements

Deputy Mayor Frayne advised that the Bach Festival begins this week.

Councillor Hebert noted that the Canada Day celebrations at the Recreation Centre were well attended and enjoyed. He congratulated all volunteers and staff that were involved on their good work. He advised that the Farmer's Market is well attended and encouraged Council members to attend to support this community event.

Councillor Vaughan and Councillor Tomes attended the Grand Cove Canada 150 celebration which included a parade, lunch and an afternoon of entertainment by Grand Cove residents.

Councillor Tomes requested that any information regarding funding opportunities for the Dashwood Hall washroom project be provided for the next meeting of the Dashwood Community Centre Advisory Committee. CAO Best advised that the Canada 150 grant application was not successful and will confirm with staff that the information has been provided to the Committee.

Councillor Tomes noted concerns regarding cutting only one swath along rural roads, especially near the Huron Country Playhouse and Dark Horse Winery that are popular tourist attractions.

Councillor Oke attended the Canada Day activities and noted that it was well organized and well attended. He thanked the Canada Day Committee and staff involved in the successful day. He congratulated the Farmer's Market Committee on the success of the Farmer's Market in their new location in McNaughton Park.

Mayor Cole advised that the Drug Awareness Task Force has discussed drug misuse in South Huron, the Big City Mayor's action plan which includes harm reduction, treatment, prevention and public education and enforcement. The Task Force will meet in the fall at the County level

She attended one day of the Police Services Board conference. The Police Services Act review is expected to proceed in the fall. She attended the Sustainable Huron meeting regarding Poverty to Prosperity initiatives, as well as the School Board update meeting. She also met with Drayton Festival representatives and attended a show at the Huron Country Playhouse and the winery. She requested the CAO to ensure that municipal grant payments to the Drayton Festival are up to date.

She attended Canada Day events and noted the good turn out, and also spoke to seniors in Exeter and Grand Bend about Canada 150. She will attend the Bach Festival after the 1:00 p.m. Cemetery Decoration Day service on July 16, 2017. Communities in Bloom judges will be in South Huron on July 24, 2017. Mayor Cole also noted that she would like to consider the rural lens to measure programs as part of the delegation information to the Minister of Rural Affairs.

12. Communications

12.1 Ministry of Education - Ontario's Plan to Strengthen Rural and Northern Education

12.2 Ministry of Agriculture, Food and Rural Affairs - OCIF formula funding

12.3 FCM and Government of Canada - Green Municipal Fund Announcement

- 12.4 Huron County Food Bank - "Better Together Gala"
- 12.5 IPM 2017 - Equipment and Logistics Requirements
- 12.6 South Huron Hospital Foundation - Annual Gala Thank You
- 12.7 South Huron Barn Quilt Trail Committee - Installation of Barn Quilts on Municipal Property

Council supported the installation of a Barn Quilt on a mural in front of the Municipal Office.

- 12.8 Canada 150 Request
- 12.9 Grand Bend Motorplex - Request for Letter of Extension

Council did not object to this request to extend the area for the liquor license.

- 12.10 New Tecumseth - Resolution re: Ontario Carbon Tax

Motion: 261-2017

Moved: C. Hebert

Seconded: M. Vaughan

That South Huron Council receive communication items not otherwise dealt with.

Disposition: Carried

- 13. Closed Session
- 14. Report From Closed Session
- 15. By-Laws

- 15.1 By-Law No. 40-2017 - BIA Executive and 2017 Tax Rates

Motion: 262-2017

Moved: T. Tomes

Seconded: C. Hebert

That the South Huron Council gives first, second and third and final reading to By-Law #40-2017, being a by-law to name members to the Exeter Business Association Board of Management and set 2017 tax rates for properties in the Exeter Business Improvement Area.

Disposition: Carried

16. Confirming By-Law

16.1 By-Law No. 41-2017 – Confirming By-Law

Motion: 263-2017

Moved: W. DeLuca

Seconded: T. Oke

That the South Huron Council gives first, second and third and final reading to By-Law #41-2017, being a by-law to confirm matters addressed at the July 4, 2017 Council meeting.

Disposition: Carried

17. Adjournment

Motion: 264-2017

Moved: D. Frayne

Seconded: C. Hebert

That South Huron Council hereby adjourns at 7:36 p.m., to meet again on July 17, 2017 at 6:00 p.m. or at the Call of the Chair.

Disposition: Carried

Maureen Cole, Mayor

Genevieve Scharback, Clerk



Corporation of the Municipality of South Huron
Committee of the Whole
Minutes

Tuesday, July 4, 2017, 4:00 p.m.
Olde Town Hall-Carling Room

Members Present: Maureen Cole - Mayor
 Dave Frayne - Deputy Mayor
 Tom Tomes - Councillor - Ward 1
 Wayne DeLuca - Councillor - Ward 2
 Craig Hebert - Councillor - Ward 2
 Ted Oke - Councillor - Ward 3

Member Regrets: Marissa Vaughan - Councillor - Ward 1

Staff Present: Dan Best, CAO
 Genevieve Scharback, Corporate Services Manager/Clerk
 Rebekah Msuya-Collison, Deputy Clerk

1. Meeting Called to Order

Mayor Cole called the meeting to order at 4:00 p.m.

2. Amendments to the Agenda, as Distributed and Approved by Council

Motion: #CW26-2017

Moved: C. Hebert

Seconded: D. Frayne

That South Huron Committee of the Whole approves the Agenda as presented.

Disposition: Carried

3. Disclosure of Pecuniary Interest and the General Nature Thereof

None.

4. Reports

4.1 Corporate Services Manager/Clerk G. Scharback - Committee of Adjustment Information Session

4.1.1 Committee of Adjustment Overview

4.1.2 Draft Terms of Reference

4.1.3 Hearing Guide

4.1.4 Quick Reference Guide

4.1.5 Minor Variance Process Chart

Clerk Scharback presented the Committee of Adjustment information session. She updated the Committee on expanded requirements for reasons and explanations for Committee decisions and supplied a guide that can be used for quick reference.

The Committee discussed amendments to the Terms of Reference for the Committee of Adjustment. It was agreed that the Carling Room will be the location for hearings, the usual hearing time will be 5:00 p.m. The Committee of Adjustment will continue with the existing composition of all members of Council. Name cards for Committee of Adjustment members will be prepared to help the public identify members.

Motion: #CW27-2017

Moved: W. DeLuca

Seconded: C. Hebert

That the Committee of the Whole receives the report of Corporate Services Manager/Clerk G. Scharback - Committee of Adjustment Information Session; and

That the Terms of Reference as amended be brought to a future Council meeting for approval.

Disposition: Carried

5. Adjournment

Motion: #CW28-2017

Moved: D. Frayne

Seconded: T. Oke

That South Huron Committee of the Whole does now adjourn at 5:05 p.m.

Disposition: Carried

Maureen Cole, Mayor

Genevieve Scharback, Clerk



Exeter Rodeo Committee

South Huron Recreation Centre
Monday, June 26, 2017 – 7:00 pm

Members Present

Members – Scott Nickles, Chair, Steve Clarke, Dave Marshall, Brenda McCarter, Bob Parsons

Council Representative – Craig Hebert

Staff Representatives – Darcey Cook, Jo-Anne Fields

1. Call to Order & Welcome

Chair, Scott Nickles welcomed everyone to the meeting and thanked them for their commitment to this community event

2. Declaration of Conflict of Interest

No Conflict of Interest declared

3. Changes/Additions to the Agenda

- No changes/additions noted to the Agenda

4. Approval of the Agenda

Motion – 15/06/17

Moved by: Steve Clarke

Seconded by: Craig Hebert

“THAT the agenda of June 26, 2017 be approved as presented.”

Disposition: Carried

5. Approval of the Minutes

Motion – 16/06/17

Moved by: Dave Marshall
Seconded by: Craig Hebert

“THAT the minutes of May 29, 2017 meeting be approved as circulated.”

Disposition: Carried

6. Business arising from the Minutes

- No business arising from the previous minutes

7. Correspondence

- Correspondence is shared with the Committee membership as received
- No additional correspondence was received

8. Committee Selection and Reporting

Facilities and Grounds

- One quote received for materials to build the VIP seating area at the rodeo arena
- Portable washrooms have been ordered for the event
- Tent has been secured – 40 x 80 – will need to call for locates, apply for a building permit and have the tent engineered
- Road Apple Removal will be on site for the weekend

Sponsors

- Began to forward sponsor packages through email
- Businesses are confirming support of the rodeo
- Brenda and Jo hit the road to secure sponsors on June 20 – very successful day, however many of the business owners have financial supported another important endeavor in the community and will impact our sponsorship dollars in 2017

Vendors

- Vendor interest continues
- To date 8 vendors of various variety have been confirmed
- Following up on contracts

Marketing, Promotion, Advertising and Social Media

- Marketing materials should arrive next week

- Road sign crew – Bob and Dave volunteered to put up signs on Thursday evening before Canada Day
- **Staff will call for** locates for signage across from the Cemetery, near Dave Frayne's by driveway to field, Hwy 83 past Hayter's – opposite side of road (Restameyer), Hwy 4 near Tuckey's – across the road by a driveway, rodeo ring for deck

Financial

- Sponsorships will be arriving shortly as commitments are being confirmed

Events/Activities/Entertainment

- Exploring options for sound system for entertainment for the weekend through RMG – need to confirm with Ross
- Unable to provide sound system for Friday night as there is a Rodeo in Peterborough that evening
- Municipal staff will provide beverage service for the Saddle Club event – Committee is too busy focusing on other tasks that evening

Chair/Vice Chair Comments

- Crunch time – 6 weeks until our special event!

9. New & Other Business

- Request from St. Marys to attend parade July 1, 2017
- Hay for the stock – staff will contact Gus regarding options (Joe Sararas)
- Chuck wagon – Corner of Hwy 4 and 83 – Bob Parsons will ask Tim Hamather for permission to park on their property

10. Unfinished Business

- VIP deck – rough quote received for materials to build the deck – approximately \$7,000.00
- Will contact another area business for a quote
- Will involve CBO in process
- Contact Call One for locates

Motion – 17/06/17

Moved by: Dave Marshall
Seconded by: Craig Hebert

“THAT the Committee proceed with building the VIP deck at the rodeo arena and allow for a budget of up to \$8,000.00 plus HST.”

Disposition: Carried

11. Date of Next Meeting

- Next meeting regular will be held at South Huron Recreation Centre on Wednesday, July 12, 2017 at 7:00 pm or sooner at the call of the Chair

12. Adjournment**Motion – 18/06/17**

Moved by: Brenda McCarter

Seconded by: Bob Parsons

“THAT the meeting be adjourned at 7:45 pm.”

Disposition: Carried

Chair – Scott Nickles

Date

Recording Secretary – Jo-Anne Fields

Date



EXETER RAM RODEO

AUGUST 11, 12 & 13, 2017

www.exeterrodeo.ca

LOCAL SPONSORSHIP PACKAGE



CELEBRATING
21 YEARS
IN 2017!

JOIN US!

Saturday, August 12
from 4-6pm

+

Sunday, August 13
from 2-4pm
at the
South Huron Rec Centre

FEATURING

LIVE MUSIC

FROM CHELSEA CRITES, JASON MAXWELL + REBEKAH STEVENS

CONTACT US!

Jo-Anne Fields

519-235-2833

jfields@southhuron.ca



SAVE THE DATE
21st annual
EXETER RAM
RODEO
AUGUST
11-13, 2017



Dear Local Owner | Manager,

This Sponsorship Package was prepared to remind you that the "RAM Rodeo Tour Series" is rolling back into Exeter again this summer. Follow the road to South Huron for a weekend of adventure that you won't want to miss! The Ram Rodeo thunders back into Exeter August 11, 12 and 13, 2017 in celebration of the 21st annual Exeter Rodeo.

Watch the South Huron Recreation Centre grounds transform into a unique western playground as the Exeter Rodeo Committee prepares to host this community event held annually the weekend directly following the civic holiday.

All proceeds from this event are earmarked to go directly back into recreation projects and leisure pursuits in the community. By joining hands and working together, we become a richer and more vibrant community to live, work and play.

The Rodeo Committee is excited to launch our sponsorship campaign and hope that you will be involved and support this local initiative. Thank you for considering this proposal.

- The 2017 Exeter RAM Rodeo Committee

THANK YOU
to all past & future
sponsors of the
Exeter RAM
Rodeo Tour!
Your support helps
make this weekend
a huge success!



SPONSORSHIP LEVEL DETAILS

NOTE: Previous sponsors will be given first right of refusal.

LARAMIE – \$1,000 (limited to 11 spots) *(previously Platinum)*

As a Laramie Sponsor of the Exeter RAM Rodeo, your business will be:

- Featured on 72" x 18" signage - roping|bucking chute or sound trailer;
- Verbal mention during the RAM Rodeo, paired with personalized messages;
- A 10' x 10' area to set up a sales display or product presentation (space is limited, so let us know ASAP if interested);
- Large logo recognition with link on exeterrodeo.ca (over 200,000 visits per year);
- Social media recognition on the Exeter RAM Rodeo Facebook page;
- 8 complimentary tickets to the Exeter RAM Rodeo performance.

Laramie Beer Garden Sponsor *(exclusive opportunity - 1 spot only)*

- No additional expense to the Laramie Sponsorship, but gives you exclusive rights to the Beer Garden as a sponsor.
- *Please Note: We are open to any creative marketing ideas your business would like to do with this sponsorship. Please let the Exeter Rodeo committee know of your ideas and we will work with you to make it a success.*

Laramie Limited Sponsor - additional \$200 *(exclusive opportunity - 2 spots only)* **BONUS OPPORTUNITY!**

- Additional sign above the Main Chute on the Rodeo grounds;
- Even more mentions during the RAM Rodeo!

BIG HORN – \$550 *(previously Gold)*

As a Big Horn Sponsor of the Exeter RAM Rodeo, your business will be:

- Featured on an 16" x 48" sign hung above the bleachers;
- Verbal mention during the RAM Rodeo, paired with personalized messages;
- Medium logo recognition with link on exeterrodeo.ca (over 200,000 visits per year);
- Social media recognition on the Exeter RAM Rodeo Facebook page;
- 6 complimentary tickets to the Exeter RAM Rodeo performance.

OUTDOORSMAN – \$350 *(previously Silver)*

As the Outdoorsman Sponsor of the Exeter RAM Rodeo, you will be:

- Sponsoring 1 of the 7 cowboys|cowgirls during 1 of the 7 events for BOTH days of the competition;
- Verbal mention during the individual cowboy|cowgirl performance;
- Small logo recognition with link on exeterrodeo.ca (over 200,000 visits per year);
- 4 complimentary tickets to the Exeter RAM Rodeo performance.

SLT – \$250 *(previously Bronze)*

As an SLT Sponsor of the Exeter RAM Rodeo, your business will be:

- Featured on an 16" x 48" sign hung above the bleachers for all attendees to see;
- 4 complimentary tickets to the Exeter RAM Rodeo performance.

TRADESMAN – Vendor Space – \$200 *(vendor space is limited, so let us know ASAP if interested)*

- A 15' x 15' area to set up a sales display or product presentation. Electricity is not available.



SPONSORSHIP OPPORTUNITIES

SPONSORSHIP OPPORTUNITIES					
SPONSORSHIP BENEFITS	LARAMIE \$1000 <i>(previously Platinum)</i>	BIG HORN \$550 <i>(previously Gold)</i>	OUTDOORSMAN \$350 <i>(previously Silver)</i>	SLT \$250 <i>(previously Bronze)</i>	TRADESMAN \$200 <i>(vendor space)</i>
Signage	72" x 18" Chute Trailer Beer Garden	18" x 48" Bleachers		18" x 48" Bleachers	At display
Verbal Recognition by Announcer	Mention throughout the Rodeo + personalized messages <i>*Laramie Limited Sponsor = even more times!</i>	Mention throughout the Rodeo	Mentioned during an individual cowboy cowgirl performance on BOTH days		
Vendor Space On-Site	15' x 15' vendor space				15' x 15' vendor space
Logo Recognition with link on exeterrodeo.ca (over 20,000 visits per year)	LARGE Logo Recognition	MEDIUM Logo Recognition	SMALL Logo Recognition		
Recognition on Social Media	Individual x 2	Individual x 1			
Complimentary Tickets	8 Complimentary Tickets	6 Complimentary Tickets	4 Complimentary Tickets	4 Complimentary Tickets	

SPONSOR - BUSINESS DETAILS

Please fill out the following information, which will help us when developing personalized message & social media posts about your business as a supporter of the Exeter Rodeo!

NAME OF BUSINESS: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE: _____

FACEBOOK: _____

YEARS IN BUSINESS: _____ YEARS SUPPORTING THE EXETER RODEO: _____

WHY BUY STATEMENTS: _____

RODEO WEEKEND SPECIAL (optional): _____

Please submit this form + a high-res version of your LOGO:

Email to: jfields@southhuron.ca

Deliver to: South Huron Recreation Centre (94 Victoria St. E., Exeter, ON N0M 1S1)





The Corporation Of The Municipality Of South Huron
By-Law #43-2017

Being a by-law to authorize the execution of a Site Plan Agreement between the Municipality of South Huron and Gerald David Maclean in the Municipality of South Huron in the County of Huron

Whereas Section 5 of the *Municipal Act 2001, S.O. 2001*, as amended, provides that a municipal power shall be exercised by by-law unless the Municipality is specifically authorized to do otherwise; and

Whereas Section 41(4) of the Planning Act, R.S.O. 1990, as amended provides that the council of a municipality may exercise site plan control over certain properties,

Whereas Council of The Corporation of the Municipality of South Huron deems it expedient to enter into a Site Plan Agreement with Gerald David Maclean in the Municipality of South Huron in the County of Huron, pursuant to Section 41 of the *Planning Act*, as amended;

Now therefore be it resolved that the Council of The Corporation of the Municipality of South Huron enacts as follows:

1. That the Site Plan Agreement between the Municipality of South Huron and Gerald David MacLean Investments Limited, identified as Schedule "A" and attached hereto, forms an integral part of this by-law and is hereby adopted.
2. That South Huron Council hereby delegates the authority to approve revisions to the site plan agreement between the Municipality of South Huron and Gerald David MacLean to the Chief Administrative Officer.
3. That the Mayor and Clerk are hereby authorized to sign the Site Plan Agreement on behalf of the Municipality of South Huron.
4. That this By-Law takes effect upon the date of final passing.

Read a first and second time this 17th day of July, 2017.

Read a third time and passed this 17th day of July, 2017.

Maureen Cole, Mayor

Genevieve Scharback, Clerk

Schedule "A" to By-law 43-2017

This Agreement made in triplicate this 17th day of July, 2017.

Between

The Corporation of the Municipality of South Huron

(Herein referred to as the Municipality)

-And-

Gerald David MacLean

(Herein referred to as the Owner)

Whereas an application for Site Plan Approval under Section 41 of the Planning Act of Ontario, R.S.O. 1990, as amended, was made to the Municipality to permit the use of the lands for the purpose of a financial institution as a permitted use on the subject parcels; and

Whereas the parcels affected by this Agreement are more particularly described as being Plan 376 Lots 804 & 805 and Plan 376 Lots 806 & 807, Exeter Ward, Municipality of South Huron and

Whereas the Municipality approved By-law No. 29-2017 permitting the placement of a Highway Commercial Special Provisions (C5-13) use on the 15th day of May, 2017; and

Whereas the Highway Commercial Special Provisions use is proposed to allow a financial institution as a permitted use on the subject parcels; and

Whereas one of the requirements of the Zoning By-law is that the Owner obtain Site Plan Approval and enter into a Site Plan Agreement with the Municipality of South Huron; and

Whereas the Planning Act under Section 41(7) (c) enables a local municipality to require the owner to enter into one or more agreements; and

Whereas the Owner intends to develop the lands in accordance with the Plans and Works to Be Constructed described in Schedule "B";

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

Covenants by the Owner

1. Stormwater Management:

The Owner shall undertake all work required to implement the Stormwater Management Design Brief, prepared by Johnson Engineering Consultants and approved by the Brian Johnson. . The approved Stormwater Management Design Brief (dated: June 20, 2017) is incorporated into the attached Schedule "C".

All stormwater management works for this property must be constructed to the satisfaction of the Municipality of South Huron, for the building shown on the attached Schedule "C". The Owner agrees to maintain the property in such a manner that ensures compliance with the approved Stormwater Management Design Brief.

2. Parking:

- (a) A minimum of one (1) of the parking spaces established on the property will be designated a Type "A" accessible parking space. The accessible parking space shall be designated with both vertical signage and pavement markings that shows the universal symbol of access and identifies the space as "van accessible/ limited mobility". An accessible route shall be provided from the designated parking space to the barrier free entrance of the building. All facilities designed to have regard for accessibility shall incorporate the County of Huron's Universal Design and Accessibility Guidelines for Site Plan Control.
- (b) The Owner shall provide, at its own expense, and at all times maintain on the lands, parking areas capable of accommodating a minimum of nine (9) parking spaces for motor vehicles as required by the zoning by-law. All required parking stalls shall be defined in Schedule "A".
- (c) Any pavement markings on that are not required after construction shall be removed and relocated by the Owner at the Owners cost, to the satisfaction of the Municipality.

3. Lighting Facilities:

All site lighting shall be installed and maintained in accordance with the site plan in Schedule "E". All lighting shall be intensified downward as to not cause glare onto neighboring adjacent properties.

4. Landscaping:

The Owner shall landscape the site and thereafter maintain the same in general conformity with Schedule "D"

- (a) A planting strip and/or wooden fence shall be installed and maintained as shown on Schedule "D" and such fence or planting strip shall provide adequate resistance to prevent glare from vehicles onto adjacent properties.
- (b) Such planting strip or wooden fence shall be installed to a minimum height of 2.0m (6'6") as required by the zoning by-law.

5. 'As Constructed' Premises:

The Owner shall provide for the Municipality's records 'as constructed' drawings to the satisfaction of the Municipality for municipal services installed by the Owner which may, in the future, be assumed by the Municipality. These drawings shall be submitted in a satisfactory form prior to the release of any security required by this agreement. The development shall be completed in accordance with the approved Site Servicing, Grading and Drainage Plan, which forms Schedule "C" herein.

6. Inspection and Completion of Works:

Where the Owner is required to construct certain works to be assumed by the Municipality or carry out work within a public highway, walkway or easement, the Owner shall have his Professional Engineer provide a qualified inspector acceptable to the Municipality to carry out on-site inspection of the works. Upon completion of the work and prior to requesting the Municipality to assume the works, the Owner shall supply to the Municipality, in a form acceptable, a certificate of the Owner's Professional Engineer substantially in the following form:

Certificate of Completion of Works

To: The Corporation of the Municipality of South Huron

For good and valuable consideration now paid by the Corporation of the Municipality of South Huron (hereinafter called the "Municipality"), the receipt and sufficiency of which I/we hereby acknowledge, I/we hereby certify that the

municipal services constructed pursuant to the Development Agreement between the Municipality and (Owner's Name) registered as No. _____ relating to municipal number Lot/Block No. _____ Plan No. _____ have been

- (a) inspected during construction in accordance with standard engineering practice; and
- (b) constructed in accordance with the plans and specifications approved by the Municipality.

Delivered under my/our hand and professional seal at South Huron, Ontario this _____ day of _____, 20____.

Registered Professional Engineer

The Owner acknowledges and agrees that the form of the Certificate of Completion of Works required under this paragraph may vary depending on the development's requirements.

7. Subsurface Drainage:

The Owner shall notify the Municipality, in writing, in the event that any existing sewer or drain is encountered during the progress of construction. The Owner shall have its Engineer investigate the matter and shall comply with the recommendations of the Owner's Engineer, as approved by the Municipality, with respect to the sewer or drain encountered. Such recommendations may include connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no expense to the Municipality. The Owner shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the site which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as requested by the Municipality and to the satisfaction of the Municipality at no expense to the Municipality.

8. Abandoned Private Drain Connections:

The Owner acknowledges that any abandoned existing private drain connections shown on Schedule "C" or encountered during construction are to be excavated at the property line and sealed to the satisfaction of the Municipality.

9. Abandoned Water Service Connections:

Existing water services (to be abandoned) shown on Schedule "C" are required to be cut and capped at the point of connection at the municipal watermain to the satisfaction of the Municipality.

10. Connection to Municipal Water System:

Connection to municipal water system is to be performed by a licensed municipal employee or witnessed by a licensed municipal employee in accordance with the Safe Drinking Water Act and Municipality of South Huron Water By-law. The Owner shall make arrangements with the Municipality a minimum of 24 hours prior to the works being performed.

11. Existing Private Drain Connections:

The Owner acknowledges that any existing private drain connections which are proposed for re-use are to be excavated at the street line and inspected and approved by the Municipality for such re-use.

12. Undertaking of Construction:

If no building permit is issued for the development within two (2) years of the date of the approval of the site plans and drawings pursuant to Section 41 of the Planning Act, (Ontario), as amended, or if a building permit is issued but, in the opinion of the Chief Building Official, the Owner does not seriously commence construction of the development or if any building permit issued for this development is revoked at any time, the Municipality in its sole discretion may revoke its approval of the plans and drawings and may terminate the agreement by giving notice in writing and by registering a notice that the approval is revoked and the agreement is terminated.

13. Work According to Plans:

As the Owner has entered into this agreement as a condition precedent to the approval by the Municipality of site plans and drawings dealing with the facilities, works and matters mentioned herein, the Owner shall submit from time to time one or more plans and drawings as may be required pertaining to any of these facilities, works and matters including but not restricted to any plans or drawings specifically mentioned herein. Such plans and drawings as and when approved by the Municipality, whether before or after the date upon which this agreement is entered into, shall be treated as forming part of this agreement in the same manner and to the same extent as if such plans and drawings had been approved and actually attached to this agreement at the time that it is entered into. In all matters not herein provided for, the Owner shall develop his land and shall use the same in accordance with the applicable Zoning By-Law of the Municipality, as amended. The provisions of this agreement and any approved site plan or drawing pertaining to a facility, work or matter shall be construed and applied as complementary to each other but in the event of any conflict, the plan

or drawing receiving the last approval shall govern. Without restricting the generality of this clause, the Owner shall develop his lands and shall construct works and maintain them in perpetuity in accordance with the approved site servicing plan, grading and drainage plan which is attached as Schedule "C".

14. Work at Owner's Risk:

All incidental matters including but not restricted to the removal and planting of trees; cutting, replacing and installing approaches; relocating utilities, pipes, poles, valves and equipment; resetting drains and manholes; and all other things required by this agreement or by the Municipality shall be carried out by the Owner at his own risk and expense. All work must be completed to the satisfaction of the Municipality and to the satisfaction of the owner of such utilities.

15. Completion of Work:

All work required under this agreement, including but not restricted to asphalt surfacing, fencing, establishment of landscaping and as constructed drawings, completion of services and any other work set out herein, shall be completed or delivered, as the case may be, within a period of nine (9) months from the date of substantial completion of construction of the development as determined by the Chief Building Official. All such work shall be performed to the satisfaction of the Chief Building Official of the Municipality.

16. Securities:

In order to ensure due performance of all work required under this agreement and to protect the Municipality in respect of its liability for holdback of costs under Section 17 of the Construction Lien Act (Ontario), as amended, for any work on municipal property, the Owner shall deposit with the Municipality prior to the issuance of a building permit and any commencement of works, an irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the total securities as set out in Schedule "F".

All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit shall contain the following clause: "It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable

for any additional period.” Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

16.1 Reduction of Securities:

Upon the completion of works the Owner may submit a written request to the Municipality for the release or reduction of the securities outlined in Schedule “F”. The written request is to include the works completed, amount requested and applicable documentation. The Municipality at its discretion may require the Municipal Engineer or other authorized agents to review the completed works prior to the release or reduction of securities. The amount released will be based on the completed works and any outstanding deficiencies and contingencies.

17. Development Charges:

The Owner shall pay all development charges applicable to the development in accordance with the By-laws of the Municipality of South Huron.

18. Municipality’s Right to Enter:

The Municipality or any of its officers, servants or agents may, from time to time, at all reasonable times and upon producing proper identification, enter upon the Owner’s lands and premises for the purposes of inspecting the facilities, works and matters to be provided and maintained under this agreement and for the purpose of providing or maintaining at the Owner’s expense any facility, work or matter in default of the Owner providing or maintaining the same where such default has continued for fifteen (15) days or more. The Municipality, its officers, servants and agents shall not be liable to the Owner or any occupant of the lands and premises for any losses or damages of any kind whatsoever arising in any way from entry for such purposes. In the event of an emergency, the Municipality’s right to enter under this provision shall not be limited to situations in which the default of the Owner has continued for more than fifteen (15) days.

19. Road Allowance Indemnity:

Except as otherwise expressly provided in this agreement, the right of the Owner to use and occupy any untravelled portions of road allowances shall, at all times, be at the will of the Municipality and the construction and maintenance of any and all curbs, pavements, plantings and other improvements or works thereon shall at all times be at the risk and expense of the Owner. The Owner shall indemnify and save harmless the Municipality and any of its officers, employees or servants from and against all actions, suits, claims, damages, demands, costs, including reasonable legal fees and disbursements, liabilities and any other claims which may be brought against or made upon the Municipality or any of its officers, employees or servants in consequence of the use and occupation of untraveled portions of road allowances by the Owner or the construction, maintenance or existence of curbs, pavements, plantings or other improvements of the Owner thereon. Any amounts owed by the Owner to the Municipality under this indemnity shall constitute a lien and charge upon the lands of the Owner and shall be collectible in like manner as municipal taxes. Without limiting the foregoing agreement to indemnify, the Municipality may, in case any such action, suit, claim or demand is brought or made against the Municipality or any of its officers, employees or servants, settle any such action, suit, claim or demand on such terms as the Municipality shall see fit, and the Owner shall thereupon forthwith pay to the Municipality the sum or sums so paid, together with such sum as shall represent the reasonable costs of the Municipality and its solicitor in defending or settling any such action, suit, claim or demand.

20. Insurance:

Prior to the issuance of any building permit and any commencement of work for the development, the Owner shall supply the Municipality with a certified copy of a comprehensive general liability insurance policy with limits in an amount and in a form acceptable to the Municipality. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts. Such policy or policies shall be issued in the joint names of the Owner and the Municipality. The said insurance policy shall indemnify the Municipality from any loss arising from any claims for damages, injury or otherwise in connection with the work done by or on behalf of the Owner. Such insurance policy shall provide coverage for a period of at least one (1) year and shall continue until all the work required by the Owner under this Agreement is completed and, where applicable, assumed by the Municipality. The said insurance policy must also include a provision confirming that the insurance policy shall not be cancelled or materially amended without providing the Municipality with thirty (30) days' written notice of the insurer's intention to do so. The issuance of such a policy of insurance shall not be construed as relieving the

Owner from responsibility for other or larger claims, if any, for which he may be held responsible.

21. General Indemnity:

The Owner shall indemnify and save harmless the Municipality and any of its officers, employees or servants from and against all actions, suits, claims, damages, demands, costs, including reasonable legal fees and disbursements, liabilities and any other claims which may be brought against or made upon the Municipality or any of its officers, employees or servants sustained or incurred by the Municipality or any of its officers, employees or servants as a result of the Municipality entering into this agreement with the Owner. Any amounts owed by the Owner to the Municipality under this indemnity shall constitute a lien and charge upon the lands of the Owner and shall be collectible in like manner as municipal taxes. Without limiting the foregoing agreement to indemnify, the Municipality may, in case any such action, suit, claim or demand is brought or made against the Municipality or any of its officers, employees or servants, settle any such action, suit, claim or demand on such terms as the Municipality shall see fit, and the Owner shall thereupon forthwith pay to the Municipality the sum or sums so paid, together with such sum as shall represent the reasonable costs of the Municipality and its solicitor in defending or settling any such action, suit, claim or demand.

22. By-laws:

Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all By-Laws of the Municipality. In the event of conflict between the provisions of this agreement and the provisions of any By-Law of the Municipality, the provisions of the By-Law prevail.

23. Subsequent Owners Bound:

Subject to the provisions of the Registry Act and the Land Titles Act, the covenants, agreements, conditions and understandings therein contained on the part of the Owner shall be conditions running with the land described in Schedule "A" hereto and shall be binding upon the Owner and their heirs, estate trustees, administrators, successors and assigns, as the case may be, and subsequent owners and occupiers of the said lands from time to time (and "Owner", wherever used in this agreement, is intended and shall be construed to include such subsequent owners and occupiers).

24. Separate Covenants:

All of the provisions of this agreement are and shall be construed and interpreted as covenants and agreements as though the words importing such covenants

and agreements were used in each separate clause hereof. Should any covenant or provision of this agreement be adjudged unlawful or unenforceable, such covenant or provision shall be considered separate, distinct and severable from this agreement and the covenants and provisions of this agreement shall not be affected and shall remain fully enforceable.

25. Enforcing Performance of Requirements:

In addition to any remedy authorized or permitted by this agreement or by law, the Municipality, upon giving fifteen (15) days notice or forthwith in cases of emergency, may, in default of any matter or thing required to be done by the Owner under this agreement, do such matter or thing at the expense of the Owner and if the Municipality has incurred any expense, it may recover the expense by action, by performance bond or other security or by adding the said expenses to the tax roll and recovering same in like manner as municipal taxes. No proceeding by the Municipality under this clause and no waiver under any provision of this agreement shall prejudice the rights of the Municipality in respect of any subsequent default or any matter or thing required to be done by the Owner under this agreement. The rights of the Municipality may be enforced by any remedy authorized or permitted by the Agreement or By-Law and no such remedy shall be exclusive or dependent on any other remedy.

26. Number and Gender:

Words importing the singular only shall include the plural; words importing the masculine only shall include the female and words importing a person shall include corporations.

27. Notices:

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if delivered personally or sent by registered mail in the case of notice to the Municipality as follows:

Municipality of South Huron
P.O. Box 759
322 Main Street South
Exeter ON N0M 1S6

And in the case of notice to the Owners, as follows:

James Brown c/o Gerald David MacLean

Gregory M. Ward, Architect
264 Toll Gate Blvd.
Waterloo, ON N2L 4M2

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the third (3rd) business day following the sending thereof by registered mail.

28. Registration:

The Owner agrees that this document shall be registered against the title to the lands affected by it and that such registration shall be done by the Municipality. The cost of such registration and associated legal fees shall be the responsibility of the Owner.

The Owner further agrees that this agreement shall have priority over all mortgages that are registered against the property and the Owner hereby undertakes to deliver an agreement postponing those mortgages to this agreement and to register the same on title.

29. Costs:

Any costs incurred by the Municipality for the review, implementation and administration of this agreement (including engineering, administrative costs and legal fees) shall be borne by the Owner.

In Witness Whereof the Municipality and the Owner hereto have hereunto affixed their Corporate Seals duly attested by the hands of their proper officers in that behalf, the day and year first written above.

The Corporation of the Municipality of South Huron

Maureen Cole, Mayor

Genevieve Scharback, Clerk

We have authority to bind the Corporation.

Signed, Sealed and Delivered
in the presence of

) James Brown c/o Gerald David MacLean
)
)
)
) _____
) James Brown, Duly Authorized
) Officer/Agent
)
)

Schedule “A”

Legal Description

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Plan 376 Lots 804 & 805 and Plan 376 Lots 806 & 807, Exeter Ward, Municipality of South Huron.

Schedule “B”

Site Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Schedule “C”

Site Servicing, Grading and Storm Water/Drainage Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Schedule “D”

Landscape Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Schedule “E”

Lighting Plan

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

Schedule “F”

Security to be provided

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

Security to be provided

Stormwater Management Design/ Storm Sewer Service	\$40,000.00
Sanitary Sewer Service	\$5,000.00
Water Service/ Fire Protection	\$10,000.00
Sidewalks	\$10,000.00
Entrance(s)	\$10,000.00
Roadways (Paving/ Curb/ Gutter)	\$80,000.00
Lighting	\$5,000.00
Landscaping	\$10,000.00
	<hr/>
Total Securities required:	\$170,000.00



Staff Report

Report To: Dan Best, Chief Administrative Officer

From: **Sandy Becker, Financial Services
Manager/Treasurer**

Date: July 17 2017

Report: FIN.17.15

Subject: Assessment Review Board (ARB) – Delegation of Authority

Recommendations:

That South Huron Council receives the report from S. Becker, Financial Services Manager/Treasurer re: Assessment Review Board (ARB) – Delegation of Authority; and

THAT South Huron Council delegate authority to initiate and file notices of assessment appeal, for any property in the Municipality of South Huron, with the Assessment Review Board ("the ARB"), to the Treasurer or designate; and

THAT South Huron Council delegate authority to withdraw any appeal filed by the Municipality of South Huron, should it be determined that it is not in the Municipality's best interest to proceed, to the Treasurer or designate; and

THAT South Huron Council delegate authority to attend any Mediation or Settlement Conference on property tax or assessment matters as a party to all appeals whether filed by the Municipality of South Huron or another person, entity or agent, to the Treasurer or designate; and

THAT South Huron Council delegate authority to attend before the Assessment Review Board on property tax or assessment matters as a party to all appeals whether filed by the Municipality of South Huron or another person, entity or agent, to the Treasurer or designate; and

THAT South Huron Council delegate authority to execute settlement agreements, on behalf of the Municipality of South Huron, reached in the course of a taxation or property assessment appeal, mediation or settlement conference, to the Treasurer or designate.

Purpose:

The purpose of this report is for Council to delegate the municipality's authority related to the assessment appeal procedures as defined by the Assessment Review Board, to the Treasurer or designate.

Background and Analysis:

Sections 39 and 40 of the *Assessment Act* allows that any person, including a municipality, may appeal to the Municipal Property Assessment Corporation (MPAC) or the Assessment Review Board (ARB), that a property assessment may be too high, too low, wrongly classified or omitted from the assessment roll. The delegation of the authority for staff to perform the tasks associated with these appeals, and the related collection of property taxes, will allow them to be performed in an efficient and expedient manner.

As of April 1st, 2017, the ARB began implementing new Rules and Procedures. While work in developing these is on-going they have not yet been finalized. Some of the changes to the Rules, as they affect Municipalities were introduced in webinars held in June. Municipalities must now file a Statement of Response for all appeal proceedings as to whether they wish to actively participate or not, this will ensure the Municipality will receive all documentation exchanged between the parties. Now included is a mandatory requirement to hold mediation and/or settlement conferences before scheduling hearings. To participate in mediation, the Municipality must authorize its representative to make and accept settlement offers at the time of the event, there will be no deferrals. Therefore a delegation of authority is required to allow municipal staff to initiate and file notices of assessment appeals, withdraw any appeal filed by the municipality, participate in the mediation or settlement conferences and the ARB and execute settlement agreements reached through the process on behalf of the municipality.

As part of the new ARB procedure, municipalities were also required to provide the name and contact information of its Municipal Appeal representative(s) and its Complaints Representative to the Board by July 1st, 2017. The Appeal representative will be the individual(s) who will

participate in the appeal process and the Complaints representative will be the individual who will receive complaints in regards to any part of the process. These representatives can be changed at any time by notifying the ARB in writing.

South Huron's representatives have been set up as follows;

Appeal representative(s): Treasurer and Deputy Treasurer/Tax Collector

Complaints representative: Clerk and Deputy Clerk

It has been recognized that intense education is required for all municipalities and a combined group of MFOA, OMTRA, AMCTO, OMAA, MPAC, AMO and the ARB are working to provide resources and webinars over the next 3-4 months. New information is coming out almost daily and staff are monitoring and evaluating it for its impact to South Huron.

Operational Considerations:

Assessment appeals in South Huron have for the most part been resolved in the past by agreements between the parties (MPAC and the property owner) prior to a hearing date, resulting in appeals being withdrawn.

Where it is in the opinion of the Treasurer or designate that there may be a significant financial impact to the Corporation, the municipality may retain the services of a tax consultant or paralegal whose expertise is that of assessment appeals and taxation matters.

South Huron's Strategic Plan:

The recommendation(s) included in this Staff Report support the following goals identified in the 2015-2019 Strategic Plan:

- √ Administrative Efficiency and Fiscal Responsibility
- √ Transparent, Accountable and Collaborative Governance

Financial Impact:

There is no immediate financial impact resulting from the proposed recommendation.

Legal Impact:

There are no legal implications for the Corporation resulting from the proposed recommendation.

Staffing Impact:

Staffing implications will be dependent on the number of appeals received in any given year. Historically, South Huron has had very few appeals which reached the mediation and/or ARB meetings stage. At this time ARB has indicated that they will be looking at attendance for these meetings via telephone and/or video conferencing.

Policies/Legislation:

Draft ARB Rules of Practice and Procedure

Consultation:

Wil Telford, Deputy Treasurer/Tax Collector
Genevieve Scharback, Clerk
Dan Best, CAO

Related Documents:

N/A

Respectfully submitted,

Sandy Becker, Financial Services Manager/Treasurer



Staff Report

Report To: Dan Best, Chief Administrative Officer

From: **Sandy Becker, Financial Services
Manager/Treasurer**

Date: July 17 2017

Report: FIN.17.16

Subject: Vacancy Rebate and Vacant-Excess Land Subclass
Tax Reductions

Recommendations:

That South Huron Council receives the report from S. Becker, Financial Services Manager/Treasurer re: Vacancy Rebate and Vacant-Excess Land Subclass Tax Reductions for information.

Purpose:

To provide Council with the status of changes to the Vacancy Rebate and Vacant-Excess Land Subclass tax reduction programs and the recommended changes being proposed through the upper tier.

Background and Analysis:

In December 2016, the province amended sections 313 and 364 of the *Municipal Act, 2001* in order to provide municipalities with the option to amend or eliminate subclass tax rate reductions for vacant land and vacancy rebates for vacant portions of commercial or industrial buildings. Municipalities may eliminate, modify or leave unchanged the rebates/reductions, however, any elimination or modification to these programs will require specific regulation by the Minister of Finance.

Currently, the County of Huron has established a 30% reduction in taxes for eligible properties in the vacant and excess commercial and industrial tax classes. The 30% reduction also applies to commercial and industrial

properties that have vacant units for a period of at least 90 consecutive days.

The vacancy rebate and vacant-excess land subclass tax reduction programs are an upper-tier decision. The province is maintaining the regulatory authority whether any change submitted by the upper tier via a resolution will be approved or not for implementation. A critical component of any change is engagement of the local taxpayer community.

The County Treasurer prepared and presented a report to County COW on June 21st recommending that no changes be made for the vacant/excess land subclasses in order not to discourage future commercial and industrial growth, and that a policy be adopted to phase out the current vacancy rebate program over a three year period starting in 2018 with the complete elimination by 2020, subject to the outcome of community consultations. These recommendations will be presented to County Council July 5th for adoption.

If County Council approves the process to review the elimination of the vacancy rebate program, the County and local municipal Treasurers will solicit community feedback by September 30, 2017. Feedback will be solicited via newspapers/websites, letters to the various business associations/chambers, etc. Once public feedback has been received the County Treasurer will summarize the feedback and prepare a report to County council with a by-law (pending the results of the feedback).

Operational Considerations:

The following pros and cons were reviewed and presented with respect to the elimination of the vacant unit rebate;

The pros or advantages for the elimination of the vacancy rebate program are:

- Normal and chronic vacancy are included in the income valuation of commercial properties by MPAC. Obsolescence is included as a factor in the cost valuation of industrial properties by MPAC. Therefore, based on the above, it can be argued that the vacancy rebate program duplicates the valuation adjustments made by MPAC.
- Vacancy rebates offer financial incentives to property owners who may be acquiring buildings for long-term speculation rather than immediate productive use.

- Eliminating the vacancy rebate program may produce an incentive for property owners to more actively pursue productive use of vacant commercial and industrial properties.

The cons or disadvantages against the elimination of the vacancy rebate program are:

- Property owners can argue that the vacancy rebate program offers tax relief in depressed areas of a municipality and provides funds to encourage productive use and occupancy.
- In 1998 the business occupancy tax was added to the property tax and became a liability of the property owner. Prior to 1998, business tenants paid taxes directly to the municipality. As a result of this change, the vacancy rebate program was created to offset any increases in property tax as a result of vacant units, which would not have been subject to business occupancy tax prior to 1998.

South Huron's Strategic Plan:

The recommendation(s) included in this Staff Report support the following goals identified in the 2015-2019 Strategic Plan:

- √ Administrative Efficiency and Fiscal Responsibility
- √ Transparent, Accountable and Collaborative Governance

Financial Impact:

The municipal cost of providing the vacant unit rebate for South Huron over the past 3 years is \$7,811 for 2016, \$5,787 for 2015 and \$3,523 for 2014.

Legal Impact:

There are no legal implications for the Corporation resulting from the proposed recommendation.

Staffing Impact:

There are no staffing implications for the Corporation resulting from the proposed recommendation.

Policies/Legislation:

Municipal Act, 2001

Consultation:

Michael Blumhagen, County Treasurer
Wil Telford, Deputy Treasurer/Tax Collector
Dan Best, Chief Administrative Officer

Related Documents:

N/A

Respectfully submitted,

Sandy Becker, Financial Services Manager/Treasurer



Staff Report

Report To: Dan Best, Chief Administrative Officer
From: **Sandy Becker, Financial Services
Manager/Treasurer**
Date: July 17 2017
Report: FIN.17.17
Subject: Operating Budget Variance Report – Second Quarter

Recommendations:

That South Huron Council receives the report from S.Becker, Financial Services Manager/Treasurer re: Operating Budget Variance Report - Second Quarter for information only.

Purpose:

To provide Council with an overview of the status of the operating variances for the period ending June 30, 2017.

Background and Analysis:

The department managers are accountable to monitor their departmental revenues and expenditures and project to the end of the fiscal period to ensure that they remain within the approved budget.

The quarterly financial report represents the municipal financial activity for the period ending June 30, 2017 on a basis consistent with that of the budget adopted by Council.

The second quarter highlights are provided per department on the respective statements attached.

Operational Considerations:

As this report is being presented for information only, no alternatives are presented.

South Huron's Strategic Plan:

The recommendation(s) included in this Staff Report support the following goals identified in the 2015-2019 Strategic Plan:

- √ Administrative Efficiency and Fiscal Responsibility
- √ Transparent, Accountable and Collaborative Governance

The variance reporting framework assists managers in identifying emerging issues along with steps or processes required to adjust activities to stay within budget or to respond to those emerging issues.

The consistency of providing these accountability and information reports assist council in better understanding the operational and budgetary issues facing various costing centres.

Financial Impact:

There is no immediate, direct financial impact as a result of the second quarter variance report. All respective budgets are within the approved parameters and represent the first six months of operations.

In theory, all things considered equal, the percentage variances at this point should be close to 50%. However, the seasonal nature and timing of the budget process will impact these estimates.

Legal Impact:

There are no legal implications for the Corporation resulting from the proposed recommendation.

Staffing Impact:

There are no staffing implications for the Corporation resulting from the proposed recommendation.

Policies/Legislation:

2017 Adopted Budget

Budget Development and Financial Reporting Policy & Procedure

Reserves and Reserves Fund Policy & Procedure

Consultation:

The following department managers provided an update on each of their respective areas of responsibility;

Dwayne McNab, Development Services Manager

Andrew Baird, Emergency Services Manager/Fire Chief

Jo-Anne Fields, Community Services Manager

Jason Parr, Transportation Services Manager

Don Giberson, Environmental Services Manager

Related Documents (attached):

Appendix A – Actual vs Budget Year to Date by Department

Respectfully submitted,

Sandy Becker, Financial Services Manager/Treasurer

Appendix A: Actual vs Budget Year to Date by Department

Building & Development Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Fines/Penalties	5,500	1,064	(4,437)	19.34%
Other Revenue	35,000	278	(34,722)	0.80%
Permits/Licenses ¹	199,730	154,902	(44,828)	77.56%
Transfer from Reserves ²	44,456	0	(44,456)	0.00%
User Fees/Charges ³	26,500	16,017	(10,483)	60.44%
Total Revenue	311,186	172,261	(138,925)	55.36%
Expense:				
Contracted Services	102,182	18,822	(83,360)	18.42%
Materials ⁴	75,691	13,653	(62,038)	18.04%
Transfer to Reserves	3,230	1,615	(1,615)	50.00%
Wages & Benefits	290,318	104,804	(185,515)	36.10%
Total Expense	471,421	138,893	(332,527)	29.46%
Net Total	(160,235)	33,367	193,602	-20.82%

The expenses remain slightly low from first quarter. It is expected that they will be more in line with target for the third quarter variance report.

¹ Licenses and Permits have increased significantly since the first quarter report as we enter the peak season.

² Transfer to/from reserves usually completed as part of the year end process.

³ User fees have also increased significantly since the first quarter report as we enter building season.

⁴ This is slightly low due to timing of invoices for upgrading and maintenance that are not anticipated until the fall. Vehicle repairs and maintenance have also remained minimal. The training and conference budget has not been utilized due to the timing of conferences offered.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Cemetery Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Cemetery	88,300	52,736	(35,564)	59.72%
Donations/Fundraising	350	0	(350)	0.00%
Investment Income ⁵	17,400	5,947	(11,453)	34.18%
Total Revenue	106,050	58,683	(47,367)	55.34%
Expense:				
Contracted Services ⁶	4,839	4,144	(695)	85.64%
Materials ⁷	49,495	14,816	(34,679)	29.93%
Transfer to Reserves	10,080	3,290	(6,790)	32.64%
Wages & Benefits	83,101	43,194	(39,907)	51.98%
Total Expense	147,516	65,444	(82,071)	44.36%
Net Total	(41,466)	(6,761)	34,704	16.31%

The Cemetery revenues and expenses are currently in line with budgeted figures and are expected to remain that way. Due to the timing and seasonal nature of work some of the investment interest and materials expenses are not reflected in this quarterly report.

⁵ Investment income is slightly lower than target due to the timing of the interest recognition entries as June 2017 interest has not been included.

⁶ Contracted services consists predominantly of an annual maintenance renewal fee.

⁷ Materials are expected to increase over the course of the third quarter.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Emergency Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Donations/Fundraising ⁸	22,700	7,399	(15,301)	32.59%
Grant Revenues ⁹	25,000	34,120	9,120	136.48%
Other Revenue	4,000	100	(3,900)	2.50%
User Fees/Charges ¹⁰	18,941	22,773	3,831	120.23%
Total Revenue	70,641	64,392	(6,250)	91.15%
Expense:				
Contracted Services	100,860	49,872	(50,988)	49.45%
Materials	239,753	129,929	(109,824)	54.19%
Transfer to Reserves	169,686	84,843	(84,843)	50.00%
Wages & Benefits	430,709	200,211	(230,498)	46.48%
Total Expense	941,008	464,855	(476,153)	49.40%
Net Total	(870,366)	(400,463)	469,903	46.01%

The expenses within the Emergency Services department are right on target with the second quarter of operations. Therefore, it is reasonable to assume they will remain within target until the end of the fiscal year. Revenues are greater than anticipated and are impacted by the Fire Agreement and the location and frequency of fire calls.

⁸ Currently only the revenues received from the Dashwood Firemen's Breakfast are included in these totals due to timing.

⁹ Grant revenues are greater than expected as a result of the Fire Agreement with the Municipality of Bluewater.

¹⁰ Greater than anticipated due to revenues received related to vehicle fires and fire agreements.

Second Quarter Variance Report

for the quarter ended June 30, 2017

General Administration

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Fines/Penalties	193,230	99,784	(93,446)	51.64%
Grant Revenues	1,373,013	689,244	(683,769)	50.20%
Investment Income	70,000	45,877	(24,123)	65.54%
Other Revenue ¹¹	2,500	9,886	7,386	395.43%
Permits/Licenses	12,200	5,676	(6,524)	46.53%
Taxation Levy	8,010,330	3,765,894	(4,244,436)	47.01%
Transfer from Reserves ¹²	120,767	0	(120,767)	0.00%
User Fees/Charges	21,400	15,906	(5,494)	74.33%
Total Revenue	9,803,440	4,632,267	(5,171,173)	47.25%
Expense:				
Contracted Services	1,997,274	851,286	(1,145,988)	42.62%
External Transfers	272,772	127,644	(145,128)	46.80%
Grant Expenses	67,784	38,034	(29,750)	56.11%
Materials	315,155	146,627	(168,528)	46.53%
Transfer to Reserves	51,287	22,143	(29,144)	43.18%
Wages & Benefits	1,008,935	497,321	(511,614)	49.29%
Total Expense	3,713,206	1,683,055	(2,030,151)	45.33%
Net Total	6,090,234	2,949,212	(3,141,022)	48.43%

General Administration expenses are right on target with the second quarter of operations. Revenues are within target overall with some unexpected additional revenues recorded in this quarter.

¹¹ \$6,280 was received for transitional costs related to switching banks. More is expected and will be reflected on the next quarterly report.

¹² As with many reserve transfers these are part of the year end process and are expected to be within budget.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Recreation and Cultural Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Donations/Fundraising ¹³	18,800	19,190	390	102.07%
Grant Revenues	23,088	1,000	(22,088)	4.33%
Other Revenue ¹⁴	10,378	12,251	1,873	118.05%
User Fees/Charges ¹⁵	716,085	229,710	(486,375)	32.08%
Total Revenue	768,351	262,150	(506,201)	34.12%
Expense:				
Contracted Services	98,330	33,469	(64,861)	34.04%
Debt - Interest Payments	31,609	15,970	(15,639)	50.52%
Debt - Principal payments	33,132	16,400	(16,732)	49.50%
Grant Expenses	30,591	0	(30,591)	0.00%
Materials	755,886	349,425	(406,461)	46.23%
Transfer to Reserves ¹⁶	104,204	62,102	(42,102)	59.60%
Wages & Benefits	986,092	384,389	(601,703)	38.98%
Total Expense	2,039,844	861,755	(1,178,088)	42.25%
Net Total	(1,271,493)	(599,605)	671,888	47.16%

Revenues are greater than expected for the second quarter for Recreation and expenses appear to be on target. The second half of the fiscal year is the busiest for this department and will be reflected in the subsequent variance report.

¹³ This includes a one-time allocation from Huron County in the amount of \$8,000 for water re-fill stations.

¹⁴ This includes a grant from Hydro One that was received for McNaughton Washroom and is currently offset by a transfer to reserve for future use.

¹⁵ Due to the seasonality of the user fees in Recreation it is reasonable to assume they will remain within targeted levels by end of year.

¹⁶ Includes a grant from Hydro One as mentioned above.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Sewer Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Fines/Penalties ¹⁷	0	1,326	1,326	100.00%
Other Revenue	30,000	2,860	(27,140)	9.53%
User Fees/Charges ¹⁸	1,963,518	649,460	(1,314,058)	33.08%
Total Revenue	1,993,518	653,647	(1,339,871)	32.79%
Expense:				
Contracted Services	286,155	56,807	(229,348)	19.85%
Debt - Interest Payments	419,675	203,327	(216,348)	48.45%
Debt - Principal payments	322,291	150,106	(172,185)	46.57%
Materials ¹⁹	287,606	200,924	(86,681)	69.86%
Transfer to Reserves	468,584	234,292	(234,292)	50.00%
Wages & Benefits	185,015	99,702	(85,313)	53.89%
Total Expense	1,969,326	945,159	(1,024,167)	47.99%
Net Total	24,192	(291,512)	(315,705)	

Revenues are slightly low for sewer services due to the exclusion of the June 30 billings for Stephen. Expenses are within target overall and expected to remain this way.

¹⁷ Penalty revenues, budgeted amount included under user fees.

¹⁸ The user fees do not reflect the June 30 billing for Stephen due to the timing of this report.

¹⁹ The materials are slightly high for the second quarter due to the replacement of pumps at the William St Sanitary Pumping Station. In addition, some annual charges, such as rust-coating vehicles, have been included.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Solid Waste

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Other Revenue	34,000	13,944	(20,056)	41.01%
User Fees/Charges	1,133,326	431,268	(702,059)	38.05%
Total Revenue	1,167,326	445,211	(722,115)	38.14%
Expense:				
Contracted Services	557,781	289,724	(268,058)	51.94%
Materials	362,557	170,241	(192,315)	46.96%
Transfer to Reserves ²⁰	124,063	9,696	(114,367)	7.82%
Wages & Benefits	174,232	72,623	(101,608)	41.68%
Total Expense	1,218,632	542,284	(676,348)	44.50%
Net Total	(51,306)	(97,073)	(45,767)	

The slightly lower revenues are due to the timing differences between quarterly reporting and utility billing cycles. Expenses and revenues are well within normal means for the second quarter of operations.

²⁰ Reserve transfers generally happen as part of the year end process.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Streetlighting

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
General Revenue	161,579	80,515	(81,064)	49.83%
Total Revenue	161,579	80,515	(81,064)	49.83%
Expense:				
Materials	138,000	41,053	(96,947)	29.75%
Transfer to Reserves	23,580	11,559	(12,021)	49.02%
Total Expense	161,580	52,613	(108,968)	32.56%
Net Total	(1)	27,902	27,904	

Expenses are well within normal means for the second quarter of operations. The levy is on target as well.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Transportation Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Grant Revenues ²¹	41,777	0	(41,777)	0.00%
Other Revenue ²²	40,000	67,915	27,915	169.79%
Permits/Licenses	0	600	600	100.00%
User Fees/Charges	14,476	14,476	0	100.00%
Total Revenue	96,253	82,991	(13,262)	86.22%
Expense:				
Contracted Services	28,856	11,014	(17,842)	38.17%
Debt - Interest Payments ²³	1,989	1,989	0	100.00%
Debt - Principal payments	40,937	40,937	0	100.00%
Grant Expenses ²⁴	83,555	12,720	(70,835)	15.22%
Materials ²⁵	1,205,581	653,515	(552,066)	54.21%
Transfer to Reserves	690,497	345,249	(345,248)	50.00%
Wages & Benefits	912,003	417,389	(494,614)	45.77%
Total Expense	2,963,418	1,482,812	(1,480,606)	50.04%
Net Total	(2,867,165)	(1,399,821)	1,467,344	48.82%

The revenues and expense are in line with the budgeted figures for the second quarter. Additional revenues have been received as per the agreement with Goshen Wind.

²¹ These revenues are for the municipal drains superintendent and maintenance grant.

²² The bulk of these revenues are from Goshen Wind as per the agreement.

²³ Debt amounts are an annual entry.

²⁴ This is an expense associated with the municipal drains as well. It is expected to be within target.

²⁵ As stated in the first quarter report the vehicle repairs are higher than anticipated. The transportation manager plans to bring a report to Council to provide these details following the third quarter variances.

Second Quarter Variance Report

for the quarter ended June 30, 2017

Water Services

	Budget	YTD Actual Cost	Variance Over/Under	Percentage Variance
Revenue:				
Fines/Penalties	18,000	8,069	(9,931)	44.83%
Other Revenue	50,000	16,588	(33,412)	33.18%
Transfer from Reserves	25,000	0	(25,000)	0.00%
User Fees/Charges ²⁶	3,797,470	1,178,511	(2,618,959)	31.03%
Total Revenue	3,890,470	1,203,168	(2,687,302)	30.93%
Expense:				
Contracted Services	88,500	23,369	(65,131)	26.41%
Debt - Interest Payments	557,249	281,150	(276,099)	50.45%
Debt - Principal payments	421,847	208,398	(213,449)	49.40%
Materials ²⁷	999,475	355,615	(643,860)	35.58%
Transfer to Reserves	800,000	400,000	(400,000)	50.00%
Wages & Benefits	545,045	239,276	(305,769)	43.90%
Total Expense	3,412,116	1,507,808	(1,904,308)	44.19%
Net Total	478,354	(304,640)	(782,994)	

The revenues and expenses for water services are within normal means for the second quarter of operations. There is nothing to suggest that they will not remain this way.

²⁶ This does not include the June 30 utility billing for Stephen.

²⁷ The materials section for sewer services was slightly high which offsets the slightly lower costs of water services.



Staff Report

Report To: Dan Best, Chief Administrative Officer
From: **Don Giberson, Environmental Services Director**
Date: July 17 2017
Report: ESD.17.21
Subject: 2016 Annual Closed Stephen Landfill Status Report

Recommendations:

That South Huron Council receive the report from Don Giberson, Environmental Services Director Re: 2016 Annual Closed Stephen Landfill Status Report

Purpose:

The purpose of this report is to notify Council of regulatory compliance with respect to the closed Stephen Landfill Site, to ensure Members of Council are fully informed.

Background and Analysis:

A requirement of the Certificate of Approval for the closed Stephen Landfill Site is to prepare and submit a report to the Ministry of the Environment and Climate Change by May 31st of each year. This report to Council is to confirm that BM Ross Engineers prepared and submitted the 2016 report to the Ministry by the prescribed deadline.

The report is extensive and covers Approvals; Site History; Post Closure Maintenance & Operations; Water Resource Monitoring; Conclusions; and Recommendations. A complete copy of the Report is available from the Environmental Services Department.

The landfill site is located at 69364 Black Bush Line, north of Mount Carmel Drive, and previously provided service to the residents of the former Stephen Township. The landfill site was closed in 2001 and the final clay

cover, topsoil and seed was placed in 2002. Post closure maintenance and operations is being carried out in accordance with the Ministry approved Closure Plan. The only activities currently taking place at this site is the disposal of inert fill and silt material from the centrifugal filters at the LHPWSS Water Treatment Plant. Bagged leaves collected in Stephen Ward are being stockpiled on site; allowed to naturally compost; and will be mixed with topsoil to cover filled areas.

In 2016 there was an issue of elevated hydrocarbons in the sludge material from the LHPWSS WTP. The Municipality stopped accepting this sludge material until the issue was resolved. The Water Treatment Plant operator located the source of the hydrocarbon and changed the polymer used in the water treatment process. Subsequent sampling confirmed the issue was resolved and the Municipality resumed accepting this material.

Ground water and surface water monitoring confirmed that the closed landfill site was not negatively impacting the surrounding surface or groundwater resources. There has been a historical impact in surface water along the west boundary of the site, with elevated levels of chloride. This is a possible indicator of migration of leachate in the westerly direction, but sampling results could also be influenced by road salt.

There is no increasing groundwater impact trends and the Ministry has no concerns; however continued monitoring is required. Sampling confirms relatively low strength landfill leachate.

Engineers Report Recommendations:

The following is a complete listing of all report recommendations related to the post-closure care of the Stephen Landfill Site:

- 1) Municipal staff should complete routine inspections of the landfill site to check for any illegal dumping of wastes or trespassing. All affected areas should be cleared of litter and that litter brought to the South Huron Landfill, for disposal.
- 2) The Municipality can continue filling on-site ponds with clean or inert fill material only, as suitable material becomes available. The Municipality may wish to commence filling the pond northeast of the Landfill Site with inert or clean fill, beginning at the point closest to the landfill mound, as soil becomes available.
- 3) If approved by the Ministry, the Municipality should discontinue sampling the Dietrich pond and well in 2018.

- 4) SP2-93 could not be located during the 2016 fall sampling event. The Municipality should continue investigating what happened to it and consider replacing/repairing the casing, if possible.
- 5) The photo inventory of the existing wells should be updated in 2017.
- 6) No uses of the Landfill Site should occur except as outlined in the approved Closure Plan.
- 7) Monitoring should continue in accordance with the recommendations of this Report and as directed by the Regional Director.
- 8) Municipal staff responsible for post-closure care of this site should become familiar with the conclusions and recommendations of this report, as well as, the requirements of the approved Closure Plan and the current Certificate of Approval.
- 9) Two copies of this Status Report (Volume I) and the Report's Figures & Appendices (Volume II) should be forwarded to the attention of the District Manager of the Ministry of the Environment and Climate Change's office in Owen Sound.

Operational Considerations:

As this report is being presented for information purposes only, no alternatives are presented.

South Huron's Strategic Plan:

Section 6.2.2 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies key objectives that are reflective of the collective perspectives of the strategic planning process.

The recommendations and actions outlined in this report are reflective of the following strategic objectives:

Administrative Efficiency and Fiscal Responsibility

Informing Council of regulatory compliance, reduces liability and results in efficient use of time/resources.

Increased Communications and Municipal Leadership

Communicating information to Council related the closed Stephen Landfill Site and associated monitoring, keeps Council and the public informed.

Transparent, Accountable and Collaborative Governance

Public reporting of the 2016 Annual Closed Stephen Landfill Status Report, demonstrates commitment to transparent, accountable and collaborative governance.

Dedicated Economic Development Effort

Informing Council of regulatory compliance, results in increased public confidence; retention/attraction of businesses and economic development opportunities.

Financial Impact:

There are no financial implications for the Corporation resulting from the proposed recommendation.

Legal Impact:

There are no legal implications for the Corporation resulting from the proposed recommendation.

Staffing Impact:

There are no staffing implications for the Corporation resulting from the proposed recommendation.

Policies/Legislation:

1. Environmental Protection Act, R.S.O. 1990, c. E.19
2. Ontario Regulation 347 – General Waste Management
3. Ontario Regulation 232/98 – Landfilling Sites
4. Stephen Landfill Site MOE Certificate of Approval A162102
5. MOECC Technical Support for Ontario Drinking Water Standards, Objectives and Guidelines
6. MOECC Reasonable Use Concept into MOE Groundwater Management Activities
7. MOECC Water Management Policies, Guidelines, Provincial Water Quality Objectives

Consultation:

Ryan DeVries, P.Eng. – B.M. Ross and Associates Limited, was consulted regarding the content of the Engineers Report. Jason Parr, Transportation Services Manager provided information for the annual report.

Related Documents:

None

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by several vertical strokes and a horizontal line at the bottom.

Don Giberson, Environmental Services Director



Staff Report

Report To: Dan Best, Chief Administrative Officer
From: **Don Giberson, Environmental Services Director**
Date: July 17 2017
Report: ESD.17.23
Subject: Municipal Tree Policy

Recommendations:

That South Huron Council receive the report from Don Giberson, Environmental Services Director Re: Re: Municipal Tree Policy, AND

That South Huron Council adopt the Tree Policy as presented.

Purpose:

The purpose of this report is to provide Council with a tree policy for approval and implementation.

Background and Analysis:

Tree removal and replacements has been a contentious issue in the Municipality and this tree policy is intended to address those issues. Tree removal within the municipal road allowance and on municipal property is primarily carried out for public safety or to maintain municipal infrastructure. There are unique challenges associated with replanting trees in the municipal road allowance. The location and species of trees also impacts maintenance of existing and future municipal infrastructure.

The Municipality recognizes that trees are an important amenity in the community, contribute to the well being of our residents and the natural environment. Trees are effective in the battle against the negative affects of Climate Change. Accordingly, a clear, effective policy is important to the Municipality.

Operational Considerations:

As this report is being presented for information purposes only, no alternatives are presented.

South Huron's Strategic Plan:

Section 6.2.2 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies key objectives that are reflective of the collective perspectives of the strategic planning process.

The recommendations and actions outlined in this report are reflective of the following strategic objectives:

Administrative Efficiency and Fiscal Responsibility

The tree policy recommends that funding for tree removal/replacement be integrated with the budget process to ensure fiscal responsibility. The policy also recommends procurement of trees through the ABCA to fully utilize the scale of efficiencies in purchasing.

Increased Communications and Municipal Leadership

The tree policy has been communicated to Council and the public thorough reports to Council.

Transparent, Accountable and Collaborative Governance

Public reporting of the tree policy demonstrates commitment to transparent, accountable and collaborative governance.

Dedicated Economic Development Effort

A tree replacement program enhances the well being of the residents in our community and contributes to the retention and attraction of businesses and economic development opportunities.

Financial Impact:

Tree removal and replacement costs are currently included in the Recreation, Transportation and Landfill operating budgets. Any increase in funding for tree removal and/or replacement would be subject to a future budget process and Council approval.

Legal Impact:

There are no legal implications for the Corporation resulting from the proposed recommendation.

Staffing Impact:

There are no staffing implications for the Corporation resulting from the proposed recommendation.

Policies/Legislation:

None

Consultation:

Jason Parr, Manager of Transportation Services
Jo-Anne Fields, Manager of Recreation Services

Related Documents:

Tree Policy

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Don Giberson', enclosed within a large, loopy oval shape.

Don Giberson, Environmental Services Director



Corporation Of The Municipality of South Huron Schedule "A" to By-Law #___ - 2017

Tree Removal and Replacement Policy

Policy Number: ____ - 2017
Effective Date: July 17, 2017
Revision Date:

Department: Environmental Services
Applies To: Council, All Departments

1 Purpose

This purpose of this policy is to provide clear guidelines for the Municipality of South Huron to remove and replace trees within the Municipal Road Allowance and on Municipal property to maintain a healthy, safe environment and enhance tree cover in the Municipality. The policy will assist the Municipality in providing excellent service to the public and contribute to continuous improvement of operations.

2 Legislative Authority

Under the Municipal Act, 2001, SO 2001, as amended, provides under section 8(1) the powers of the Municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Under the Municipal Act, 2001, SO 2001, as amended, provides under section 44(1) the municipality that has jurisdiction over a highway or bridge shall keep it in a state of repair that is reasonable in the circumstances; and

Under the Municipal Act, 2001, SO 2001, as amended, provides under section 44(8) No action shall be brought against a municipality for damages caused by any construction, obstruction or erection, or any siting or arrangement of any earth, rock, tree or other material or object adjacent to or on any untravelled portion of a highway, whether or not an obstruction is created due to the construction, siting or arrangement

Under the Municipal Act, 2001, SO 2001, as amended, provides under Section 62 (1)(a)(b) A municipality may, at any reasonable time, enter upon land lying along any of its highways to inspect trees and conduct tests on trees and to remove decayed, damaged or dangerous trees or branches of trees if, in the opinion of the municipality, the trees or branches pose a danger to the health or safety of any person using the highway: and

Under the Municipal Act, 2001, SO 2001, as amended, provides under Section 141 a municipality may provide trees to the owners of land adjacent to any highway and may plant the trees on the owners' land with their consent.

3 Introduction

The Municipality of South Huron acknowledges that trees play a vital role in the wellbeing of all South Huron residents and the natural environment. An active tree maintenance and replacement program significantly contributes to reducing the negative effects of Climate Change. However, to protect the public and maintain appropriate infrastructure, removal of trees is sometimes necessary.

4 Policy Objectives

1. Maintain and enhance tree cover in the Municipality of South Huron.
2. Reduce the impacts of tree removal on neighboring properties.
3. Provide guidelines for the location of new trees that will be planted, including the size and species of tree to be planted.
4. Designate the number of trees to be planted when trees are removed.

5 Definitions

“Tree” means a perennial woody plant with an elongated stem, or trunk, with a caliber of greater than 100mm measured at 1.3 m above grade, supporting leaves or branches.

6 Policy Statement

1. This policy shall apply to any tree located within a municipally owned road allowance, municipal easement, on municipally owned property including parks, green space, recreation and environmental facilities.
2. Trees will be removed within a urban road allowances and from municipally owned property by municipal staff or contractor working under the direction of the municipality, if any of the following conditions apply:
 - a. The health of the tree presents a safety hazard due to falling limbs or complete collapse.
 - b. The tree has fallen or been critically damaged due to a natural event such as an ice storm, wind storm, vehicle accident, vandalism, etc.
 - c. The tree presents a safety issue to the motoring public or pedestrians due to its size or location within the road allowance.
 - d. The location is obstructing or causing issues with current or future infrastructure located within the road allowance including sidewalks, trails and walkways.
3. Where trees are removed from the municipal road allowance in an urban area or from municipal property and it is deemed as an acceptable location to plant a new tree, it shall be the policy of the Municipality to replace the trees removed with an equal number of new trees.

4. Should the location where a tree is removed in an urban area be deemed to be not suitable for a new tree as set out in Clause 2(c) or 2(d) or for reasons not set out in this policy, the tree shall be planted as close as possible to the original location as to not cause an issue. Should that not be possible, the trees shall be planted on other municipally owned property such as parks, recreation facilities, transportation facilities or environmental facilities.
5. Where trees are removed from the municipal road allowance in urban areas, it shall be the policy of the Municipality to offer the adjacent landowner one (1) replacement tree for each tree removed in front of their property.
6. Where trees are removed from the municipal road allowance outside the urban area, it shall be the policy of the Municipality to offer the adjacent landowner two (2) replacement trees for each tree removed in front of their property.
7. It shall be the responsibility of the landowner to plant and care for the replacement trees. The Municipality shall not be responsible for the future health of the tree planted on private property.
8. Landowners receiving replacement trees will not be permitted to plant the trees within the municipal road allowance.
9. Where a landowner does not wish to receive their allotment of trees, the Municipality shall plant that allotment of trees on municipally owned property such as parks, recreation facilities, transportation facilities or environmental facilities.
10. All replacement trees shall be delivered to the property owner in the spring or fall of the year when the tree order is placed.
11. It shall be the responsibility of the Municipality to plant and care for any replacement tree planted within the municipal road allowance and on municipal property.
12. Trees may be purchased through the Ausable Bayfield Conservation Authority (ABCA) through either their spring or fall tree order program where possible.
13. Trees planted within municipal road allowances shall have a minimum caliper size of 25mm, shall include a root ball if available, and the Municipality shall determine the appropriate species of replacement tree.
14. For trees offered for replanting, a preference shall be given for species native to the area, based on consultation with the ABCA.
15. Trees planted within the municipal road allowance shall be located in the standard location as per typical municipal road cross section and service location detail or a minimum of 1.5m from the edge of existing roadway, curb or sidewalk.
16. The implement and enforce this policy shall be the sole responsibility of the Municipal manager under whose department the trees are maintained.

7 Financial Implication

1. Budgets set for tree removal required due to ongoing maintenance shall include the costs for the purchase and installation of all replacement trees required by this policy.
2. The cost to replace trees due to reconstruction projects shall constitute part of the reconstruction costs of the project and shall be budgeted within the approved capital project budget.

8 Policy Review

This Policy shall be reviewed by the Environmental Services Director a minimum of once per term of Council.

9 Enquiries

Environmental Services Director
Municipality of South Huron
322 Main St. S., P.O. Box 759,
Exeter, Ontario N0M 1S6
Telephone: 519-235-0310 (ext 226)
d.giberson@southhuron.ca



Staff Report

Report To: South Huron Council
From: **Dwayne McNab, Development Services Manager/CBO**
Date: July 11 2017
Report: Q2 Building Permit Report April – June 2017
Subject: Quarterly Building Permit Report

Recommendations:

THAT South Huron Council receives the report from D.McNab, Development Services Manager re: Q2 Building Permit Report April – June 2017 for information only

Purpose:

To provide Council with the second quarter activity report on building permit activity, project values, permit fees collected and active development

Background and Analysis:

Operational Considerations:

As this report is being presented for information only, no alternatives are presented

South Huron's Strategic Plan:

The recommendations included in this staff report are not specifically related to the goals identified in the 2015-2019 Council Strategic Plan

Financial Impact:

There are no financial implications for the Corporation resulting from this report

Legal Impact:

There are no legal implications for the Corporation resulting from this report

Staffing Impact:

There are no staffing implications for the Corporation resulting from this report

Policies/Legislation:

None

Consultation:

Irene Datars , Administrative Assistant

Related Documents:

Respectfully submitted,

Dwayne McNab, Development Services Manager/CBO



MUNICIPALITY OF SOUTH HURON

Quarterly Permit Activity Summary April 1 to June 30, 2017

Month	Count	Permit Value	Permit Fees	Development Charges
January	5	\$369,000.00	\$4,425.17	\$3,250.00
February	7	\$2,231,000.00	\$20,444.16	\$29,946.00
March	9	\$3,445,957.17	\$37,453.91	\$54,999.00
April	17	\$9,004,500.00	\$38,103.59	\$7,074.00
May	15	\$2,075,272.88	\$15,608.55	\$11,111.00
June	16	\$3,827,940.80	\$26,338.47	\$3,537.00
Total	69	\$20,953,670.85	\$142,373.85	\$109,917.00

Quarterly Permit Activity Summary April 1 to June 30, 2016

Month	Count	Permit Value	Permit Fees	Development Charges
January	4	\$127,522.00	\$1,397.12	\$0.00
February	4	\$217,350.00	\$5,490.45	\$0.00
March	5	\$1,015,000.00	\$12,243.06	\$7,074.00
April	11	\$2,537,844.56	\$23,163.83	\$0.00
May	15	\$1,549,465.02	\$14,927.05	\$3,537.00
June	14	\$2,184,600.00	\$16,110.51	\$3,537.00
Total	53	\$7,631,781.58	\$73,332.02	\$14,148.00



Permit Report

for reporting period starting from: April 1 2017 to June 30 2017

<i>Permit No.</i>	<i>Date</i>	<i>Roll No.</i>	<i>Legal Description</i>	<i>Work Description</i>	<i>Status</i>	<i>Permit Value</i>	<i>Permit Fees</i>	<i>Dev. Charges</i>
Permit Type : 01 - New construction								
2017-023	03/04/2017	40-10-080-043-02105-0000		Construct new single family residence.	Issued	\$440,000.00	\$2,548.65	\$3,537.00
			419 MOTZ BLVD					
2017-024	05/04/2017	40-10-040-026-01002-0000	CON LRE PT LOT 5;SUBJT TO EASEMENT	Install sprinkler system for new lumber storage.	Issued	\$67,000.00	\$770.00	\$0.00
			70948 BLUEWATER HWY					
2017-025	07/04/2017	40-10-080-043-00112-0000	PLAN 383 LOT 66	Construct new single family residence 392 Eastern Ave.	Issued	\$275,000.00	\$2,363.30	\$3,537.00
			EASTERN AVE, UNIT *					
2017-026	05/04/2017	40-10-010-006-01700-0000	CON 6 PT LOT 10	Construct detached storage garage.	Issued	\$10,000.00	\$184.00	\$0.00
			70377 ELIMVILLE LINE					
2017-027	05/04/2017	40-10-040-001-00300-0000	CON 1 N PT LOT 1	Construct switchgear building (not occupied on a daily basis).	Issued	\$2,580,000.00	\$2,050.00	\$0.00
			69269 RICHMOND ST					
2017-028	07/04/2017	40-10-010-007-03700-0000	CON 7 LOT 16 S PT LOT 17	Construct manure storage tank and pump house.	Issued	\$150,000.00	\$2,221.80	\$0.00
			70838 ELIMVILLE LINE					
2017-029	11/04/2017	40-10-040-017-00400-0000	CON 17 N PT LOT 6	Construct new farrowing facility with liquid manure storage below slatted floor.	Issued	\$5,000,000.00	\$18,829.19	\$0.00
			69645 SHIPKA LINE					
2017-030	11/04/2017	40-10-040-029-03600-0000	PLAN 204 N PT LOT 140;N PT LOT 141	Construct detached storage garage.	Issued	\$40,000.00	\$520.00	\$0.00
			167 VICTORIA DR					
2017-036	24/04/2017	40-10-010-013-00900-0000	CON 13 LOT 15	Construct detached storage shed.	Issued	\$100,000.00	\$1,000.00	\$0.00
			70760 PLUGTOWN LINE					
2017-037	24/04/2017	40-10-040-031-06100-0000	PLAN 130 LOT 94	Construct detached storage shed.	Issued	\$45,000.00	\$464.00	\$0.00
			172 CENTRE ST S					
2017-039	04/05/2017	40-10-080-043-00110-0000	PLAN 383 LOT 67	Construct new single family residence.	Issued	\$350,000.00	\$2,655.20	\$3,537.00
			384 EASTERN AVE, UNIT *					



Permit Report

for reporting period starting from: April 1 2017 to June 30 2017

Permit No.	Date	Roll No.	Legal Description	Work Description	Status	Permit Value	Permit Fees	Dev. Charges
2017-044	10/05/2017	40-10-040-026-00200-0000	CON LRE PT LOT 2 70592 BLUEWATER HWY	Construct deck, replace existing shed, change window to sliding patio door at 411 Shannon Blvd.	Issued	\$18,000.00	\$199.12	\$0.00
2017-045	10/05/2017	40-10-010-005-02307-0000	70600 MC TAGGART LINE	Construct new residence attached to existing garage.	Issued	\$240,000.00	\$1,974.25	\$0.00
2017-046	10/05/2017	40-10-080-013-01600-0000	PLAN 376 LOT 604 TO 608 76 WELLINGTON ST W	Construct new single family residence.	Issued	\$380,000.00	\$2,313.80	\$3,537.00
2017-048	12/05/2017	40-10-080-051-06000-0000	PLAN 600 LOT 18 SUBJT TO:EASEMENT 37 ABBEY LANE	Construct new single family residence.	Issued	\$300,000.00	\$2,198.02	\$500.00
2017-050	19/05/2017	40-10-040-028-04401-0000	CON N BDY E PT LOT 35 36501 DASHWOOD RD	Install new CSA Z-241 Park Model Trailer #2164717586 (main) and #2164417587 (add on) on Site 133.	Issued	\$100,000.00	\$250.00	\$0.00
2017-051	19/05/2017	40-10-040-028-04401-0000	CON N BDY E PT LOT 35 36501 DASHWOOD RD	Install new CSA Z-241 Park Model Trailer #8174318533 (main) and #8174018534 (add on). Erect 12 x 18 detached shed on Site 115.	Issued	\$100,000.00	\$425.60	\$0.00
2017-052	24/05/2017	40-10-080-043-02113-0000	479 MOTZ BLVD	Construct new single family residence.	Issued	\$320,000.00	\$2,467.76	\$3,537.00
2017-053	29/05/2017	40-10-010-012-01000-0000	CON 12 LOT 14 70677 PLUGTOWN LINE	Construct new grain bin.	Issued	\$25,000.00	\$375.00	\$0.00
2017-054	30/05/2017	40-10-010-005-03001-0000	CON 5 PT LOT 18;AS RP 22R215 PART 1 71030 MC TAGGART LINE	Erect a tent for wedding reception.	Issued	\$4,000.00	\$75.00	\$0.00
2017-055	02/06/2017	40-10-010-002-01906-0000	CON 2 PT LOT 16 AS RP;22R1244 PART 1 & RP 22R3211;PART 1 40342 HURON ST	Construct a pool shed.	Issued	\$15,000.00	\$166.15	\$0.00
2017-058	09/06/2017	40-10-010-006-02700-0000	CON 6 PT LOT 10 41119 KIRKTON RD	Construct new single family residence.	Issued	\$160,000.00	\$1,211.65	\$0.00



Permit Report

for reporting period starting from: April 1 2017 to June 30 2017

<i>Permit No.</i>	<i>Date</i>	<i>Roll No.</i>	<i>Legal Description</i>	<i>Work Description</i>	<i>Status</i>	<i>Permit Value</i>	<i>Permit Fees</i>	<i>Dev. Charges</i>	
2017-059	05/06/2017	40-10-040-029-03720-0000	162 MELBOURNE ST	Construct new single family residence.	Issued	\$240,000.00	\$2,415.58	\$3,537.00	
2017-061	06/06/2017	40-10-040-030-01900-0000	PLAN 210 E PT LOT G PT PARK;LOT B CON 5 PT LOT 11 162 VICTORIA AVE E	Construct detached storage shed.	Issued	\$4,600.00	\$170.00	\$0.00	
2017-062	08/06/2017	40-10-010-016-02300-0000	CON S THAMES RD LOT 17;PT LOT 18 41927 THAMES RD	Construct new cattle barn.	Issued	\$1,200,000.00	\$7,396.00	\$0.00	
2017-064	08/06/2017	40-10-010-013-01000-0000	CON 13 LOT 16 42540 HURON ST	Construct new straw storage shed.	Issued	\$175,000.00	\$3,300.00	\$0.00	
2017-068	20/06/2017	40-10-080-025-01400-0000	PLAN 376 LOT 1080 PT LOT;1081 93 ANDREW ST	Construct detached storage shed.	Issued	\$3,500.00	\$150.40	\$0.00	
2017-069	20/06/2017	40-10-080-043-00240-0000	PLAN 383 LOT 15 PT LOTS 16,;25,26 AS 22R2135 PARTS 5,1 261 SANDERS ST E	Construct detached storage shed.	Issued	\$9,000.00	\$217.60	\$0.00	
2017-070	23/06/2017	40-10-999-000-03700-0000	PT LOT 15 CONC 1 70776 LONDON RD	Construct Care Occupancy Facility - Jessicas House .	Issued	\$1,500,000.00	\$5,830.13	\$0.00	
Total 01 - New construction (29 Permits)						Total	\$13,851,100.00	\$64,742.20	\$21,722.00

Permit Type : 02 - Addition

2017-031	12/04/2017	40-10-040-026-00200-0000	CON LRE PT LOT 2 70592 BLUEWATER HWY	Replace existing sunroom, add bedroom, front porch and construct new roof over existing residence at 146 Edgewater Cres Grand Cove	Issued	\$24,000.00	\$501.73	\$0.00
2017-032	13/04/2017	40-10-010-017-00665-0000	CON N THAMES RD PT LOT 10;AS RP 22R1077 PART 1 41130 THAMES RD	Replace existing freezer and construct lean to to cover new freezer.	Issued	\$45,000.00	\$605.84	\$0.00



Permit Report

for reporting period starting from: April 1 2017 to June 30 2017

Permit No.	Date	Roll No.	Legal Description	Work Description	Status	Permit Value	Permit Fees	Dev. Charges
2017-035	24/04/2017	40-10-010-019-01705-0000	CON 12 PT LOT 7;CON SOUTHEAST BDY PT LOT 9;AS RP 22R1226 PART 1 PART 2 42507 KIRKTON RD	Construct warehouse addition to existing building.	Issued	\$195,000.00	\$5,332.00	\$0.00
2017-041	05/05/2017	40-10-010-002-03000-0000	CON 2 PT LOT 16 40258 HURON ST	Close in existing porch.	Issued	\$12,800.00	\$151.20	\$0.00
2017-047	12/05/2017	40-10-010-009-01600-0000	CON 9 PT LOT 5 69954 HERN LINE	Construct deck.	Complete	\$2,332.00	\$169.60	\$0.00
2017-049	15/05/2017	40-10-040-028-02600-0000	CON N BDY LOT 21 LESS HWY 37871 DASHWOOD RD	Construct addition to existing storage shed.	Issued	\$200,000.00	\$1,884.00	\$0.00
2017-056	02/06/2017	40-10-010-018-00200-0000	CON NORTHEAST BDY LOT 12 71471 SUNSHINE LINE	Construct addition to existing single family residence.	Issued	\$150,000.00	\$1,075.75	\$0.00
2017-060	08/06/2017	40-10-040-014-02400-0000	CON 14 N PT LOT 20 37211 HURON ST	Construct deck on east side of house.	Issued	\$5,000.00	\$210.40	\$0.00
2017-063	14/06/2017	40-10-080-035-03200-0000	PLAN 376 PT LOT 439 PT LOT;440 AS RP 22R3345 PART 1 64 ANNE ST	Construct addition to existing single family residence.	Issued	\$50,000.00	\$596.40	\$0.00
2017-067	19/06/2017	40-10-040-026-00200-0000	CON LRE PT LOT 2 70592 BLUEWATER HWY	Construct covered deck at 106 Hickory Hills.	Issued	\$1,000.00	\$150.00	\$0.00
Total 02 - Addition (10 Permits)					Total	\$685,132.00	\$10,676.92	\$0.00

Permit Type : 03 - Alteration

2017-021	03/04/2017	40-10-080-045-03300-0000	PLAN 376 PT LOT 408 PT LOT;411 143 ANNE ST	Interior bathroom renovation of existing single family residence.	Issued	\$15,000.00	\$151.48	\$0.00
2017-038	26/04/2017	40-10-080-046-01830-0000	PLAN 376 PT LOT 288 AS;RP 22R895 PARTS 2 & 3 240 WILLIS WAY	Replace existing deck.	Complete	\$2,000.00	\$161.60	\$0.00



Permit Report

for reporting period starting from: April 1 2017 to June 30 2017

Permit No.	Date	Roll No.	Legal Description	Work Description	Status	Permit Value	Permit Fees	Dev. Charges
2017-040	03/05/2017	40-10-040-026-00200-0000	CON LRE PT LOT 2 70592 BLUEWATER HWY	Install window into existing exterior wall at 396 Shannon Blvd.	Complete	\$1,140.88	\$150.00	\$0.00
2017-042	05/05/2017	40-10-080-024-02000-0000	PLAN 376 PT LOT 1061 PT LOT;1062 28 VICTORIA ST E	Convert existing single family residence into two dwelling units.	Issued	\$22,000.00	\$320.00	\$0.00
2017-057	05/06/2017	40-10-080-029-01600-0000	P376 L1116 TO 1119 L1124 TO;1127 L1129 L1136 L1137;L1104PT L1120PT TO L1123PT;L1130PT L1133PT TO L1135PT	Upgrade to mechanical and electrical systems.	Issued	\$216,304.60	\$2,263.05	\$0.00
2017-065	13/06/2017	40-10-040-030-05800-0000	PLAN 213 N PT LOT 2 14 WILLIAM DR N	Repair exisitng auto repair shop.	Issued	\$33,536.20	\$435.36	\$0.00
2017-066	19/06/2017	40-10-080-007-00675-0000	PLAN 376 PT LOT 936 AS;RP 22R4132 PARTS 1 TO 16 AND;RP 22R2442 PARTS 2 TO 5 190 THAMES RD E	Façade renovation for Wine at Home and Home Comfort retail units.	Issued	\$65,000.00	\$750.00	\$0.00
Total 03 - Alteration (7 Permits)					Total	\$354,981.68	\$4,231.49	\$0.00
Permit Type : 10 - Deconversion I-NonRes								
2017-033	18/04/2017	40-10-080-014-00700-0000	PLAN 376 LOT 633-656 LOT 661;-668 LOT 720-729 LOT 730-747;PT LOTS 764,884 PT NELSON ST;PT MARLBOROUGH ST CON 1 PT;LOT 23 210 WELLINGTON ST W	Demolish three existing vacant storage buildings.	Issued	\$15,000.00	\$200.00	\$0.00
2017-034	18/04/2017	40-10-040-029-03600-0000	PLAN 204 N PT LOT 140;N PT LOT 141 167 VICTORIA DR	Demolish existing detached garage.	Issued	\$1,500.00	\$200.00	\$0.00
Total 10 - Deconversion I-NonRes (2 Permits)					Total	\$16,500.00	\$400.00	\$0.00
Number of Permits 48					Grand Total	\$14,907,713.68	\$80,050.61	\$21,722.00



Staff Report

Report To: South Huron Council
From: **Dwayne McNab, Development Services Manager/CBO**
Date: July 11 2017
Report: Plan.17.05
Subject: Q2 Planning Activity Report

Recommendations:

That South Huron Council receives the report from D. McNab, Development Services Manager re: Q2 Planning Activity Report from April 1 – June 30, 2017 for information only.

Purpose:

The purpose of this staff report is to provide Council with the second quarter activity report on planning applications received, processed and completed from April 1, 2017 to June 30, 2017.

Operational Considerations:

As this report is being presented for information purposes only, no alternatives are presented.

South Huron's Strategic Plan:

The recommendation(s) included in this Staff Report are not specifically related to the goals identified in the 2015-2019 Council Strategic Plan.

Financial Impact:

There are no financial implications for the Corporation resulting from the proposed recommendation.

Legal Impact:

There are no legal implications for the Corporation resulting from the proposed recommendation.

Staffing Impact:

There are no staffing implications for the Corporation resulting from the proposed recommendation.

Policies/Legislation:

No policies, by-laws and or legislation associated with this report.

Consultation:

Sarah Martin – County Planner was consulted on updated files and applications received in preparation of this report.

Related Documents:

PLAN.17.05

Respectfully submitted,

Dwayne McNab, Development Services Manager/CBO

Application Type	File No.	Application Fee (SH Portion)	Application Fee (HC Portion)	Total Fees
Site Plan Control	D11-02/2017	\$1,000.00	\$0.00	\$1,000.00
Zoning By-law Amendment	D14-04/2017	\$612.00	\$1,224.00	\$1,836.00
	D14-05/2017	\$612.00	\$1,224.00	\$1,836.00
Minor Variance	D13-02/2017	\$612.00	\$816.00	\$1,428.00
Consent	B15/17	\$510.00	\$1,530.00	\$2,040.00

	B16/17	\$510.00	\$1,530.00	\$2,040.00
	B17/17	\$510.00	\$1,530.00	\$2,040.00
	B18/17	\$510.00	\$1,530.00	\$2,040.00
	B37/17	\$510.00	\$1,530.00	\$2,040.00
	B46/17	\$510.00	\$1,530.00	\$2,040.00
	B47/17	\$510.00	\$1,530.00	\$2,040.00
	B52/17	\$510.00	\$1,530.00	\$2,040.00

Total:
\$6,916.00
\$15,504.00
\$22,420.00

SH
HC
Total

Total Applications Received: 12

Active Application Status

SH Date Received	Type	File No.	Address	Current Status	Report to Council
June 12/17	Site Plan	D11-02/17	83 & 91 Main Street North	Applicant submitting materials in response to staff comments	TBD
Dec 17/15	Consent	B57/15	70671 Bluewater Highway	Awaiting additional info from applicant	TBD

Nov/16		B33/16	36921 Huron Street	Completing Conditions. Lapse Date January 11, 2018	December 19, 2017
Jan 23/17		B55/16	69219 Victoria Drive	Completing Conditions. Lapse Date March 9, 2018	March 6, 2017
June 5/17		B15/17	CON 1 PT LOT 14 SUBJT TO;EASEMENT	Under staff circulation	TBD
June 5/17		B16/17	CON 1 PT LOT 14 AS RP 22R66;PART 3 TO PART 5 SUBJT TO;EASEMENT	Under staff circulation	TBD
June 5/17		B17/17	CON 1 PT LOT 14 SUBJT TO;EASEMENT	Under staff circulation	TBD
June 5/17		B18/17	CON 1 PT LOT 14 SUBJT TO;EASEMENT	Under staff circulation	TBD
June 21/17		B37/17	37985 Crediton Road	Under staff circulation	TBD
June 21/17		B46/17	41167 Line 17	Under staff circulation	TBD
June 29/17		B47/17	42267 Perth Line 20	Under staff circulation	TBD
June 23/17		B52/17	69949 Grand Bend Line	Under staff circulation	TBD
Aug 8/16	Zoning By-law Amendment	D14-06/16	70209 Airport Line, Stephen	Awaiting additional info from applicant	TBD
June 2/17	Minor Variance	D13-02/17	74 Redford Drive	Awaiting additional info from applicant	TBD
Mar 23/17	Deeming	Other	83 & 91 Main Street North	Awaiting Site Plan	TBD

Total Active Applications: 15

Planning Fees Year to Date 2017

9	Consent Applications	\$4,590.00	\$13,770.00
5	Zoning By-law Amendment	\$3,060.00	\$6,120.00
0	Temporary Zoning By-law Amendment	\$0.00	\$0.00
0	Plan of Subdivision	\$0.00	\$0.00
2	Site Plan	\$2,000.00	\$0.00
0	Site Plan Amendment	\$0.00	\$0.00
1	Deeming	\$102.00	\$102.00
0	Official Plan Amendment	\$0.00	\$0.00

0	Removal of Holding Symbol	\$0.00	\$0.00
0	Part Lot Control Exemption	\$0.00	\$0.00
1	Draft Plan Extension	\$153.00	\$357.00
2	Minor Variance	\$1,224.00	\$1,632.00
0	Zoning By-law and OP Amendment	\$0.00	\$0.00
<hr/>			
Total	20 Applications	\$11,219.00	\$21,981.00
		SH Portion	HC Portion



Staff Report

Report To: Dan Best, Chief Administrative Officer

From: **Genevieve Scharback, Corporate Services Manager/Clerk**

Date: July 17 2017

Report: 12-2017

Subject: Appoint Drainage Engineer - Request for Drainage Works

Recommendations:

That South Huron Council receives the report from G. Scharback, Corporate Services Manager/Clerk re: Request for Drainage Works under Section 4 of the Drainage Act;

And that South Huron Council hereby appoints William J. Dietrich, P. Eng., from Dietrich Engineering Ltd. as the Municipal Drainage Engineer to prepare a report for new drainage works.

Purpose:

To provide Council with the Petition for Drainage Works filed by Gordon Jones for the construction of a new tile drain on Con 1 Part Lot 12, 13 and 14, Usborne; South Huron.

Background and Analysis:

Please find attached Petition for Drainage Works by Owners pursuant to Section 4 of the Drainage Act. R.S.O. 1990, as submitted by Gordon Jones.

Operational Considerations:

N/A

South Huron's Strategic Plan:

N/A

Financial Impact:

N/A

Legal Impact:

N/A

Staffing Impact:

N/A

Policies/Legislation:

Drainage Act

Consultation:

N/A

Related Documents:

Petition for Drainage Works

Respectfully submitted,

Genevieve Scharback, Corporate Services Manager/Clerk

I concur with this report.

Dan Best MPA,BA
Chief Administrative Officer



Ontario

Ministry of Agriculture,
Food and Rural AffairsPetition for Drainage Works by Owners
Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the Municipality of South Huron

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

PT LOT 12, 13, 14
CON 1

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name)	(First Name)	Telephone Number
GORDON JONES	GORDON	519 235 261
Address		
Road/Street Number	Road/Street Name	
70550	LONDON RD.	

Location of Project

Lot	Concession	Municipality	Former Municipality (if applicable)
PT. 12, 13, 14	1	SOUTH HURON	USBORNE

What work do you require? (Check all appropriate boxes)

- ☐ Construction of new open channel
☒ Construction of new tile drain
☐ Deepening or widening of existing watercourse (not currently a municipal drain)
☐ Enclosure of existing watercourse (not currently a municipal drain)
☐ Other (provide description ▼)

Name of watercourse (if known)

Estimated length of project

General description of soils in the area

What is the purpose of the proposed work? (Check appropriate box)

- ☐ Tile drainage only ☐ Surface water drainage only ☒ Both

Petition filed this 20 day of June, 2017

Name of Clerk (Last, first name)

Scharback, Genevieve

Signature

Genevieve Scharback

Property Owners Signing The Petition	Page 2 of 2
--------------------------------------	-------------

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
	CON 1 PT LOT 12, 13, 14
Ward or Geographic Township	Parcel Roll Number
USBORNE	01000 1022 000000

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

☒ Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
JONES GORDON	Gordon Jones	2017/06/19

☐ Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

☐ Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature	
Name of Corporation	I have the authority to bind the Corporation.	
Position Title	Date (yyyy/mm/dd)	

Number	Property Description
Ward or Geographic Township	Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

☐ Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
OVERHOLT, DAN	Dan Overholt	2017/06/19

☐ Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

☐ Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature	
Name of Corporation	I have the authority to bind the Corporation.	
Position Title	Date (yyyy/mm/dd)	

☐ Check here if additional sheets are attached

Clerk Initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D. 17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.



Staff Report

Report To: South Huron Council

From: **Dan Best, Chief Administrative Officer/Deputy Clerk**

Date: July 17 2017

Report: CAO 17.20

Subject: Grand Bend Community / South Huron Community Fund

Recommendations:

That the memo of Daniel Best, Chief Administrative Officer dated July 17, 2017 regarding the Grand Bend Community Foundation/South Huron Community Fund be received; AND

That Administration be authorized to enter into a Charitable Partnership Agreement with the South Huron Community Fund as an option for donors on Community/Municipal joint projects

Purpose:

Council Approval

Background and Analysis:

Established in 2001, The Grand Bend Community Foundation works to make the community stronger, smarter and more caring. The Foundation supports local organizations that have innovative ideas to improve our community. The Foundation works within the framework of the Community Foundations of Canada and is one of 191 foundations across Canada designed to promote community vitality. To date, the Foundation has granted more than \$1.3 million to local charities.

The Grand Bend Community Foundation has three main objectives:1. Provide community leadership. The Foundation has provides community

leadership through Community Improvement Coalition sessions, Grant and non-profit marketing seminars, participation in chamber of commerce events and round tables and by building positive professional relationships with local charities, businesses, community leaders and political representatives. 2. Provide effective and efficient grants to charities and projects that make a real difference in our community. Foundation grants focus on building community capacity and helping community residents. Supporting local healthcare needs, accessibility projects for seniors and residents with mobility restrictions, projects that help local children participate, recreational projects, arts & culture projects, environmental projects and local infrastructure projects which support both residents and additional tourism. 3. Provide good governance and strong financial management of funds entrusted so that grants can be continued to the community over the long term. Strong financial management of the funds that have been endowed allow the Foundation to continue to build and meet community needs now and in the future.

The South Huron Community Fund was The South Huron Community Fund was established in 2015 to follow the Community Foundations funds model. Funds raised by the South Huron Fund will create an endowment that will be used to provide grants to local South Huron charities and community projects now and into the future.

On July 4, 2017, Mr. Prout, an Ambassador to the Grand Bend Foundation outlined two methods of donation that promote and strengthen our community.

Endowments or legacy funds are established where the total amount of investments are pooled and the interest from the funds are made available to the community for projects and initiatives.

In addition, there may be projects that are coordinated in the community where individuals would like to sponsor the project specifically and receive a tax donation. Some community groups do not have charitable status and as a result, would not be able to issue a tax receipt which could be a deterrent to project donations.

In these circumstances, the community group could partner with the Municipality or other agency (conservation authority) through a Charitable Partnership. This agreement between the community group, in our case the Municipality and the Foundation would result in the following:

- Project funds being donated to the Foundation for the specific project and Foundation will issue a tax receipt;

- The Foundation will hold the funds until required for the project. Upon request, all funds donated for the community project will be issued as one cheque to the Municipality for the project.

At this time, the Victoria Park project in partnership with the Lioness Club provides a perfect vehicle to enter into a partnership as the Group does not have a charitable number. Moving forward, it would be beneficial to have the opportunity to work with the Foundation on other community projects in this fashion as an alternative for those wishing to receive a charitable receipt for their donation.

Operational Considerations:

No other options were considered

South Huron's Strategic Plan:

Section 6.2.2 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies key priorities and strategic directions. The following elements are supported by the actions outlined in this report:

- ✓ Improved Recreation and Community Wellbeing
- ✓ Administrative Efficiency and Fiscal Responsibility
- ✓ Increased Communications and Municipal Leadership
- ✓ Transparent, Accountable, and Collaborative Governance
- ✓ Dedicated Economic Development Effort

Financial Impact:

There are no financial implications as a result of the actions outlined in this report.

Legal Impact:

There are no legal implications as a result of the actions outlined in this report.

Staffing Impact:

There are no staffing implications as a result of the actions outlined in this report.

Policies/Legislation:

None

Consultation:

None

Related Documents:

2016 Grand Bend Foundation Annual Report

Community Fund and Community Foundation Infographic

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Best', with a stylized flourish at the end.

Dan Best, Chief Administrative Officer/Deputy Clerk



*Grand Bend Community Foundation
Report to the Community 2016*



Judy McDonald Board Chair

Message from Our Chair

Let me start by saying thank you to our volunteers, donors, and partners that have all worked together to make 2016 another successful year for our community.

We are pleased to provide our community report for 2016. This year we made grants and flow through funds of \$127,000 to 26 different charities and projects. Since our inception we have now made grants totaling more than 1.3 million dollars.

We remain focused on our work supporting initiatives that will improve the lives of all residents of our community.

This year we were pleased to be able to participate in a matching funds program for Canada's 150 birthday. This funding program offered to match our foundations grants for projects focused on Canada 150 Celebrations in 2016-2017. We were delighted to receive and provide funds for 8 different celebration projects, including the 2016 Rotary Community stage opening celebrations.

Hank Winters, our current Past Chair and Harlie Johnson will retire from the board in 2017 and I wish to express my personal thanks to them both for their strong leadership as chair and treasurer. Their energy and enthusiasm will be greatly missed.

We are driven by our vision of Grand Bend's future. A vision of a strong and sustainable community which balances the needs of our young families, our seniors, our seasonal and our full time residents. Much has been done to achieve this vision, but much remains to be done, and the opportunities are exciting.

We hope that the stories and reports in this annual report will inspire you to join our efforts to create a bright future for Greater Grand Bend area.

-

Board Chair

Grants to our community

Meeting Diverse needs

Rotary Community Stage -Opening night



Blg brothers Big Sisters South Huron -Pinery trip



Ausable Heritage Tree Festival



Grants 2016



Grand Bend Beach Accessibility project
 Rotary Community Stage (year 2)
 Scouts Canada (Zurich)
 5000 Trees Project
 MS society
 Big Brothers Big Sisters South Huron
 GBYC Sailing School

Friends of Pinery – Trail Wheelchair
 Grand Bend Art Centre
 Diabetic Kids Camp
 Grand Bend Art Centre
 Junior Achievement
 Grand Bend Health Centre
 Drayton Youth Theatre school program
 Lambton Kent District School Board

Celebrate CANADA 150 -Matching grants provided by Government of Canada and The Canadian Community Foundation

Grand Bend Art Centre - Rotary Community Stage Opening Event	Lambton Mosaic Project
Ausable Heritage Tree Festival	Huron Barn Quilt trails
Algarva 150 Mentally Challenged Day	Turtley Awesome Scavenger Hunt
Summer Sunset Sounds Canada 150	Songs of Canada (Exeter Elementary School)

Municipality Of Lambton SHores

Jamboree 2017
 Klondyke project

Grand Bend Bike Ride
 Big Bunch & school mentoring
 Big Brothers Big Sisters
 (Funded by the LCF Canada Games fund)

GB School Music program 2016-2017

Creative writing classes
 Grand Bend Public school
 Community Seminar

Funds from MJ Muma Bursary 2 students

12 charities and projects were also provided with flow through funds from our generous donors.

"It's all about making a real difference in the lives of the residents of our communities"

-Judy McDonald Chair-



Big Bunch Bowling Night - Big Brothers Big Sisters



Lambton Shores Nature Trails - Ausable Floating Dock



Grand Bend Summer Sunset Sounds Grant



Grand Bend Foundation Donors 2016

Brian & Irene Hall
Paul Turnbull
Catherine Campbell
Jim & Jacquie Southcott
Donna & Jack Southcott
Hank & Nancy Winters
Dr. Liam & Wendy O'Connor
Tom & Beverly Prout
Jacqui Krech
Bob & Kitty Illman
Andy Spriet
Sheldon Aaron
Joanne Maguire
David & Anne Bannister
Wallace Dejardine
Shirley Andraza
Maureen Cole - South Huron Community Fund
Scott Currie - South Huron Community Fund

Medway Homes
Estate Elizabeth Mackay
Beta Theta Grand Bend
Grand Bend Exercise group
Anne Wilton
PineDale Motor Inn
Chris & Brian Thompson
Ron & Lynda Holmes
Rhonda Manore
Judy McDonald

In memory donations:

Bill Harvey
Dick Manore

To contact us or donate.

P.O. Box 1150, 45 Ontario St. N.
Grand Bend, Ontario, N0M 1T0
Telephone: (519) 238-2190
Email: gbcf@hay.net

www.grandbendcommunityfoundation.ca



Flow through Donors 2016

Bob & Bev Kennedy
Don Johnson Insurance
The Garden Gate
RE/MAX Bluewater Realty Inc.
Shirley Andraza
Ruth & Jordan Edwards
Sams Playing Fields Corp.
Peckitts Men's Wear
Norm Harris
Dr. Robert & Shelia Beath
Jim Jean - Adam Jean
Grand Bend Optimists Club
Jim & Jacquie Southcott
Jacqui Krech
John Silverman
Peter Maurer
Medway Homes
Mary Prowse
Bruce Lee
Jane Lee
Sharen Realty
Dr. John Sharpe

Grand Bend Art Centre
Peter Janzen
Lois Wallis
Dan Sageman
Wendy Jennison
Janet Ferguson
Stephanie Donaldson
John & Gayle Dehondt
GB Legion #498
Hay Communications
Ken Reidy
Smackwater Jacks
Pinedale Motor Inn
West Coast Lions Club
Bill Green
Stephanie Donaldson
Carol B Mills
Rick & Lisa Frayne
David Campbell
Shirley Andraza
MaryLynn & Don Hill
Bob Sharen
Robert Gordon Hutchinson
Ed & Judy Fluter

Hern Family
Anne Near
Bruce Hough
Art Lake
Doreen McHarg
Bruce Hough
Sea Jewels

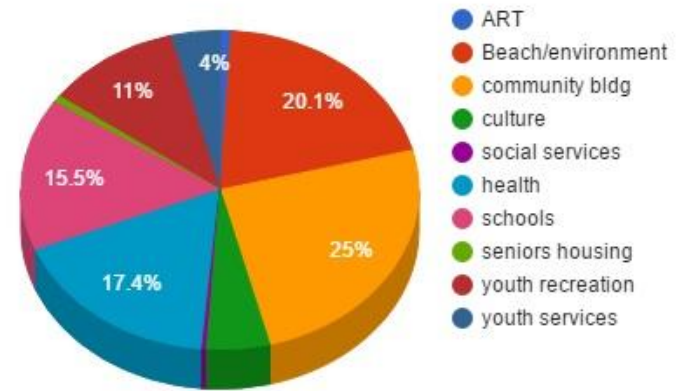
*Flow through
Donations allow
donors to provide
funds directly to
local or national
charities through
the foundation.*

Grant story : Grand Bend Rotary Community Stage

The music was tragically cut short on Canada Day in 1981, when a fire devastated the casino, but now, fittingly, in celebration of Canada's sesquicentennial, it has been brought back. A new stage has been built – the result of a true community 'barn-raising', with contributions from over 90 individual donors, 8 different community groups, and 16 businesses. In total, \$250,000 was raised to construct the building, including a Canada 150 infrastructure grant from the Government of Canada.

The community of Grand Bend gathered on June 12 to mark the opening of the community stage, and to launch the Canada 150 celebrations in the community. The free community event saw community members and volunteers gather on lawn chairs to enjoy the beautiful weather and local music.

Grants to end 2016 \$1,325,535



“This project is a wonderful example of how our community comes together.” says Rotarian Jim Southcott. “The Community Foundation supported Rotary with the Stage project right from the start “

“Then a matching funds grant was provided by the foundation and Canada 150 to support the opening celebrations. “The opening events were a great launch to Canada’s upcoming 150th birthday.”



Establishing a Fund, a gift that gives forever

Endowment funds make a difference in the community year after year. We are grateful to all who have established funds in the Grand Bend Community Foundation and continue to contribute to these funds.

Grand Bend Area Funds

The Grand Bend Community Fund

The Grand Bend Community Growth Fund

The Relouw Endowment Fund

The M J Muma Endowment Fund

The Sabourin Family Endowment Fund

Brian and Irene Hall Endowment Fund

The Catherine Campbell Endowment Fund

The Environment Legacy Fund

The Hay Communications Fund

Krech Family Fund

The Stephanie and Ted Donaldson Family Fund

The Hank & Nancy Winters Family Fund

The James Southcott Family Fund

The Bannister Family Fund

Charlotte Edwards Robinson Memorial Fund For The Arts

South Huron Funds

The South Huron Community Fund

The Prout Family Fund.

(Photo: The Prout Family)



*Bringing
people and
causes
together in
the Greater
Grand Bend
Area.*

Photo: Grant
Grand Bend
Christmas Decor
project.



*Board Members, Volunteers, Community Members
and Donors*

- "Caring people collaborating to build an inclusive, sustainable community"



Volunteers

Our Board of Directors

Judy McDonald (Board chair)
 Hank Winters (Past chair)
 Harlie Johnston (treasurer & chair finance)
 Shirley Andraza (secretary)
 Penny Nelligan (chair grants committee)
 Stephanie Donaldson (director)
 Janette Baillie (director)
 Mike Burgess (director)
 Tim Sweet (director)
 Brian Hall (director)
 John Dehont (director)



Committee Members & Advisors

Jim Southcott (committee member)
 Pat Morden (committee member)
 Lynda Hillman Rapley (committee member)
 Chris Thompson (committee member)
 Bob Illman (committee member)
 Cam Ivey (committee member)

Lynda Hillman Rapley (Board advisor)
 Pat Morden (Board advisor)

The South Huron Community Fund Committee Members,



Financial management.

Making a difference through strong financial management

Our returns:

2016 annual return on the foundation's investments **4.9 %**

Average return over the past 5 years is **6.8 %** , past 10 years is **5.0 %**

Our grants:

In 2016 our total grants paid out were **\$ 126,837**

Since inception our total grants (to end of 2016) **\$ 1,325,535**

Our administration:

As a percentage of funds managed our administrative costs are under **2.0 %**



Supported by Business & Community

Some thing's we could not do without your help.

**Vodden Bender Seebach LLC, Clinton
The Lakeshore Advance
Grand Bend and Area Community Health Centre,
TD Canada Trust**

- As our Audit service
- Story & picture publications
- Meeting space
- As our Bankers

Hay Communications

- Web hosting services

Royal Canadian Legion

- Meeting space

St.Johns by the Lake Anglican Church

- Meeting space

Thank you for your participation in our work of enriching our community and bringing our community together.



How you Can Make a Difference - 1. Volunteer 2. Donate 3. Leave a Bequest 4. Establish a fund

Why Give to Grand Bend Community Foundation

- We are a local organization with deep roots in the community
- We support a wide range of local organizations and initiatives
- We build permanent funds that help our community forever
- We multiply the impact of donations by leveraging other gifts
- We bring the whole community together to make great things happen
- We are transparent and credible stewards
- We work with donors to align their vision with the community's needs
- We think long-term

Ways to Give back to your community.

- Volunteer
- Cash gifts, annually or as a lump sum,
- Donation of Shares,
- Gifts of life insurance
- Bequests through a will
- Flow through charity donations

To contact us or donate.

P.O. Box 1150, 14 Municipal Dr.
Grand Bend, Ontario, N0M 1T0
Telephone: (519) 238-2190
Email: gbcf@hay.net
www.grandbendcommunityfoundation.ca

Community Foundation and Community Fund

Community foundation or geographic-based community fund? What is the best solution for our community?



COMMUNITY FOUNDATIONS OF CANADA
FONDACTIONS COMMUNAUTAIRES DU CANADA
all for community. ensemble pour tous.

What is the Difference Between a Foundation and Fund?

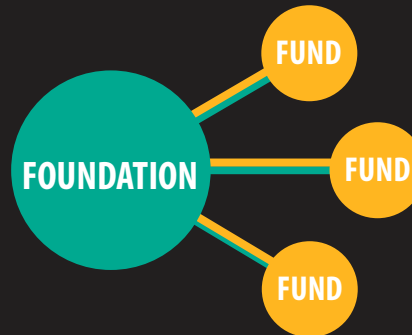
Community Foundation

A non-profit corporation registered as a public foundation with the Canada Revenue Agency.

Governed by a Board of Directors.

Responsible for financial records and reporting, tax filing and audit, administrative infrastructure and resources, investment management, granting administration, organizing joint meetings, entering into fund agreements with donors.

Has liability for all activities and volunteers.



Community Fund (geographic-based)

A component of a Community Foundation that may or may not be a separate legal entity.

Run by a local Advisory Committee in liaison with the Community Foundation board and support from Community Foundation staff. Adheres to the Community Foundation's policies and practices.

May or may not implement own application process; provides grant recommendations to the Community Foundation.

There can be multiple geographically-based Community Funds partnered with one Community Foundation.

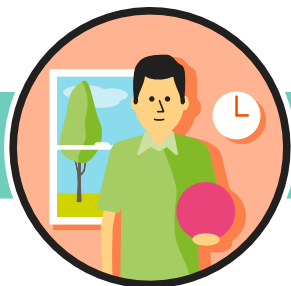
How Does a Foundation and Fund Work Together?



1

COMMUNITY FUND COMMITTEE

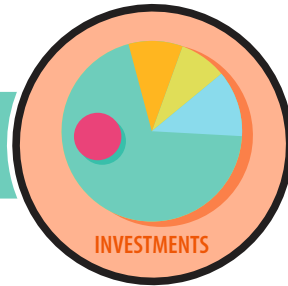
A committee of local citizens works with a partner Community Foundation to establish the Community Fund.



2

DONOR

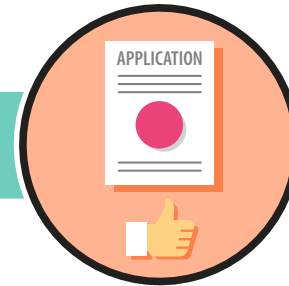
Anyone can be a donor and contribute a gift, small or large, to a Community Foundation designated for their community.



3

INVESTMENT

Community Fund gifts are stewarded by the Community Foundation and added to its investment pool. Income is used to make grants.



4

RECOMMENDATIONS

The Community Fund assesses funding priorities and applications from community organizations that are qualified donees. Recommendations are made to the Community Foundation.



5

GRANTING

The Community Foundation approves and in partnership with the Community Fund distributes funds to the Community Fund's geographic area.



Staff Report

Report To: South Huron Council

From: **Dan Best, Chief Administrative Officer/Deputy Clerk**

Date: July 17 2017

Report: CAO 17.21

Subject: Vimy Oak Project

Recommendations:

That the report of Daniel Best, Chief Administrative Officer dated July 17, 2017 regarding the Vimy Oak Project; AND

That Administration be authorized to coordinate with the Royal Canadian Legion (Exeter) to proceed with the implementation of commemorative saplings with the Municipal monument at Huron Park; AND

That Administration be authorized to move the Municipal Monument from its current location to a new location on South Huron property in front of the water tower in Huron Park; AND

That a ceremony be coordinated with the Municipality of South Huron and the Royal Canadian Legion (Exeter) for the re-location of the Monument, planting of the Vimy Oak saplings in honour of the 150th Anniversary of Canada and the 100th Anniversary of the Battle of Vimy Ridge.

Purpose:

Council authorization

Background and Analysis:

Lieutenant Leslie H. Miller, a soldier with the Canadian Expeditionary Force (1914-1919), sent acorns home to Canada that he had gathered up after the Battle of Vimy Ridge, April 1917.

These acorns are now large majestic oaks that are growing on his former farm, today the home of the Scarborough Chinese Baptist Church, in Ontario.

Ten of the original oaks exist today. Descendants of these great symbolic trees are to be repatriated to Vimy Ridge to create a living memorial to honour the memory of all those who fought, connecting modern Canada and modern France and reaffirming our comradeship with France and her people.

The Vimy Oaks Legacy Corporation has partnered with The Vimy Foundation to repatriate descendants of these oaks back to Vimy Ridge 100 years later to promote the memory and legacy of Canadians who fought in the First World War. This project named The Vimy Foundation Centennial Park will be a landscaped planting of 100 Vimy Oak trees on land beside the Canadian National Vimy Memorial Historic Site.

In addition, Vimy Oaks Legacy has partnered with NVK Nurseries in Dundas, Ontario. Since January 2015, NVK has been growing oaks from cuttings and acorns collected from the Scarborough site, that are direct descendants of the English oaks (*Quercus robur*) destroyed during the Battle of Vimy Ridge in April 1917.

These oak saplings have been offered for sale early in 2017 to organizations that are committed to planting them at commemorative sites such as cenotaphs, town squares, memorial sites and parks, heritage sites, schools, military cemeteries and sites, Royal Canadian Legions, public locations associated with World War One and at sites that communicate messages of universal values and peace.

The purchase price will be a \$125 fee to recover administration and nursery costs plus a variable freight cost from Dundas, Ontario to the shipped destination.

The administrative costs will help cover the cost of planting saplings in France. Funds from the sale of saplings that are in excess of Vimy Oaks Legacy costs will be donated to the Vimy Foundation to assist in the construction costs of the Vimy Foundation Centennial Park which will be located adjacent to the lands of the Vimy Ridge National Memorial in northern France.

Administration has coordinated with the Legion representatives and approval has been received for four Vimy Oak saplings to be available for a project in South Huron.

In discussion with Legion representatives, it was determined that space for the Vimy Oak saplings would need to accommodate a canopy of approximately 30 feet per sapling at maturity. Administration assessed potential locations and believe that coordinating with the Municipal Memorial in Huron Park would be a suitable location but require the movement of the Monument as the current location would not facilitate the proposed design/placement of the saplings at maturity.

The proposed design would place each of the saplings at each corner of the Monument representing a guard or sentry standing at their post. The movement of the Monument erected by veterans of Royal Canadian Air Force Station Centralia and Royal Canadian Legion Branch No. 167 in June 1992 and dedicated to the men and women who served at Centralia as part of the British Commonwealth Air Training Plan and the North Atlantic Treaty Organization air training system would be re-located to municipal property in front of the water tower in Huron Park to facilitate the design.

A re-dedication ceremony coordinated through the Royal Canadian Legion (Exeter) would be required and would be incorporated as part of the 150th Anniversary of Canada and the 100th Anniversary of the Battle of Vimy Ridge.

Operational Considerations:

An assessment would be required to determine if the moving of the monument could be conducted safely with Municipal resources. If not possible, coordination with a contractor would be required to facilitate the re-location.

South Huron's Strategic Plan:

Section 6.2.2 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies key priorities and strategic directions. The following elements are supported by the actions outlined in this report:

- ✓ Improved Recreation and Community Wellbeing
- ✓ Increased Communications and Municipal Leadership
- ✓ Transparent, Accountable, and Collaborative Governance

Financial Impact:

There will be no cost to the Municipality for the saplings as those costs have been secured through the Royal Canadian Legion. Any costs associated with this project may be related to the contracting of services to re-locate the

monument if Municipal resources are unable to re-locate the monument safely.

It is anticipated that these costs can be incorporated within the 2017 operating budget.

Legal Impact:

There are no legal implications as a result of the actions outlined in this report.

Staffing Impact:

There are no staffing implications as a result of the actions outlined in this report.

Policies/Legislation:

None

Consultation:

Royal Canadian Legion, Exeter Branch 167

Related Documents:

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Best', with a stylized flourish at the end.

Dan Best MPA, BA
Chief Administrative Officer



Staff Report

Report To: South Huron Council
From: **Dan Best, Chief Administrative Officer/Deputy Clerk**
Date: July 17 2017
Report: CAO 17.22
Subject: Ice Rental Fees

Recommendations:

That South Huron Council receives the report of Dan Best, Chief Administrative Officer regarding ice rental fees; AND

That Council authorize tiered discounted pricing for South Huron minor sports teams as follows effective the 2017/18 ice season:

- Ice Rental Fees up to \$25,000 would result in a 1% discounted rate;
 - Ice Rental Fees from \$25,001 - \$50,000 would result in a 2% discounted rate;
 - Ice Rental Fees from \$50,001 - \$100,000 would result in a 3% discounted rate;
 - Ice Rental Fees from \$100,001 - \$150,000 would result in a 5% discounted rate;
 - Ice Rental Fees from \$150,001 - \$200,000 would result in a 7% discounted rate;
 - Ice Rental Fees from \$200,001 would result in a 10% discounted rate;
- AND

That Schedule D - Community Services Fees be amended in By-law 34-2015; AND

That the necessary By-law be forwarded to the next Council meeting.

Purpose:

Council approval and authorization

Background and Analysis:

Positive youth development (refers to development of personal skills or assets, including cognitive, social, emotional, and intellectual qualities necessary for youth to become successfully functioning members of society). Developmental sport and exercise psychologists add physical assets (e.g., motor and sport-specific skills, health-related fitness) to the list of social and psychological assets emphasized by developmental psychologists. Positive youth development occurs when young people experience opportunities to develop competencies through interactions with important others in family, peer, school, and community settings. Effective youth development programs emphasize three main components:

- (a) personal or life skills development;
- (b) positive adult, peer, and community relationships, and
- (c) a psychological climate focused on learning, mastery, and autonomy support.

Life skills refer to acquisition of competencies (e.g., interpersonal, self-management, goal setting) in one domain (e.g., physical activity) that generalize or transfer to school, family, community, and job settings. Life skills development is connected to positive physical, social, and psychological outcomes, such as physical health (e.g., motor skills, physical fitness), character (e.g., respect, integrity), social and emotional qualities (e.g., responsibility, empathy), and behavioral characteristics (e.g., initiative, perseverance).

Coaches, teachers, and parents are responsible for ensuring that youth glean positive developmental outcomes from physical activity participation. This means that best practices involve teaching broadbased competencies deliberately, systematically, and seamlessly.

Within this context, Administration has met with the South Huron Minor Hockey Association (SHMHA) to discuss ongoing partnerships and collaboration moving forward.

One of the topics in those discussions was regarding the potential of discounting of ice rental fees based on hours used for South Huron minor sports programs.

In order to provide equity to all minor sports programs, it would be important to ensure that access to a discount would be accessible to all. It was determined that the easiest method of discounting would be based on contracted fees.

At this time, making any changes to the fee structure for the 2017/18 ice rental season would be very disruptive and volatile to the existing revenue stream. However; discounted pricing for the upcoming 2017/18 ice rental season could be implemented for South Huron minor sports programs only.

Should Council wish to proceed, the Schedule D - Community Services Fees will require to be amended in By-law 34-2015.

Operational Considerations:

1. Do nothing. This is not the preferred option. Should Council move forward with the new Community Hub/Recreation Centre, it will be important to promote maximize the utilization of our facilities.
2. Implementation of a change in rental fees. At this time, the data has not been gathered to make a valid recommendation regarding a change in the fees. Furthermore, there would be requirements of notice, a public meeting and changes to the Fees and Charges By-law that would need to be met. In short, this option is not viable.
3. Do not provide discounted pricing but review the ice rental fees for the 2018/19 season. This option is not recommended as we are trying to maximize ice utilization and involvement in sports/recreation
4. Provide discounted pricing for South Huron minor sports programs. This is the preferred option and supports South Huron's standing as a Youth Friendly Community.

South Huron's Strategic Plan:

Section 6.2.1 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies key priorities and strategic directions. The following elements are supported by the actions outlined in this report:

- ✓ Improve and enhance the quality of recreation facilities
- ✓ Increased Communications and Municipal Leadership
- ✓ Economic development as a priority
- ✓ Transparent, Accountable, and Collaborative Governance

Financial Impact:

The financial impact as a result of the actions outlined in this report can only be estimated at this time. It is estimated that there could be a reduction of \$30,000 in ice rental fees for the 2016/17 ice rental season

Legal Impact:

There are no legal implications as a result of the actions outlined in this report

Staffing Impact:

There are no staffing implications as a result of the actions outlined in this report.

Policies/Legislation:

None

Consultation:

Manager of Community Services

Related Documents:

None

Respectfully submitted,



Dan Best MPA, BA
Chief Administrative Officer



Staff Report

Report To:	South Huron Council
From:	Dan Best, Chief Administrative Officer/Deputy Clerk
Date:	July 17 2017
Report:	CAO 17.23
Subject:	Council and CAO Workplan

Recommendations:

That the report of Daniel Best, Chief Administrative Officer dated July 17, 2017, 2015 regarding the Council and CAO Workplan be received; AND

That Council approve the Council and CAO Workplan as presented; AND

That the Council and CAO Workplan is posted on the Municipal website.

Purpose:

Council Approval

Background and Analysis:

The Municipality of South Huron Corporate Strategic Plan 2015-19 provides a framework to assist Council, Staff and the greater community for decision-making within the term of this Council. Although, the Plan extends into 2019, the incoming 2018-22 Council will need to review and validate the plan early in its mandate to ensure that legislative requirements, infrastructure, services and community needs are balanced moving forward.

In early 2017, Council members were briefly introduced to the idea of a goal setting workshop to assist in the development of strategic priorities to validate the existing strategic plan and determine key priorities for the balance of this term.

It should be noted that the Council Priority Setting is critical to assist in the development of the CAO Workplan and resulting Departmental Workplans. It should be noted that these priorities are in addition to the “day to day” operations of the Municipality.

Attached as an Appendix to this report are proposed Council and Administrative Priorities.

On April 24, 2017, a Priority Setting Workshop was held with Council that established key priorities, goals and objectives for the 2017-18 period. This process of ranking was undertaken through a dotmocracy exercise.

Operational Considerations:

None

South Huron’s Strategic Plan:

Section 6.2.2 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies key priorities and strategic directions. The following elements are supported by the actions outlined in this report:

- ✓ Administrative Efficiency and Fiscal Responsibility
- ✓ Increased Communications and Municipal Leadership
- ✓ Transparent, Accountable, and Collaborative Governance

Financial Impact:

There are no financial implications as a result of the actions outlined in this report.

Legal Impact:

There are no legal implications as a result of the actions outlined in this report

Staffing Impact:

There are no staffing implications as a result of the actions outlined in this report

Policies/Legislation:

None

Consultation:

South Huron Council
Senior Management Team

Related Documents:

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Best', with a stylized flourish at the end.

Dan Best MPA, BA
Chief Administrative Officer

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
1	Organizational Development	HIGH	Recreation Projects for Hub and Pool	In Progress	South Huron Council	Dan Best	Improved Recreation and Community Well-being	10/3/2016	12/31/21	Direction from Council to provide Options at COW. Second COW scheduled for May 8. Two projects (Pool and Port Blake) to be completed in 2017. Rec Centre is a 5 Year Plan at this time. A separate work plan for the Community Hub/Rec Centre will need to be developed and tracked. Pricing Requested for June 30th for draft conceptual design. Provincial ministries and FCM contacted. Invizij was successful in providing pricing for the development of the boards for upcoming COW of August 9 and in
2	Organizational Development	HIGH	Parking Bylaw	Not Started	South Huron Council	Jason Parr	Improved Recreation and Community Well-being		8/31/2017	Although project has not been initiated, it has been deemed a high priority for Council
3	Organizational Development	HIGH	Economic Development	Ongoing	South Huron Council	Dan Best	Dedicated Economic Development Effort	10/3/2016	12/31/2018	ONGOING. Workplan approved by Council. Ambassador program and link to Immigration program with

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
4	Organizational Development	HIGH	Community Improvement Plan	In Progress	South Huron Council	Dan Best	Dedicated Economic Development Effort	10/3/2016	8/31/2017	Report is required to come before Council to provide status update, finalize and Council authorization to implement prior to the end of August 2017. Significant work was completed in 2015 and
5	Organizational Development	HIGH	Tree Policy	In Progress	South Huron Council	Jason Parr	Improved Recreation and Community Well-being	10/3/2016	7/31/2017	Report is required to finalize Council authorization. It is expected that a report will be before Council in 3rd quarter. Report is on July 17 agenda.
6	Organizational Development	HIGH	Service Delivery Review	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	10/1/2017	3/31/2019	Full report and implementation plan will be required. Anticipate that a report will be before Council prior to the end of September
7	Organizational Development	HIGH	Personnel Policy	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	9/1/2017	12/31/2018	A full review of Personnel Policy is required to ensure that the Corporation is current with legislation and regulations
8	Organizational Development	HIGH	Sponsorship/Community Grants	Not Started	South Huron Council		Transparent, Accountable and Collaborative Governance		8/31/2017	Awaiting direction from Council. This item will require to be finalized well in advance of the 2018 budget process

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
9	Community Relations	HIGH	Grand Bend Utilities Cost Recovery	In Progress	Dan Best	Sandy Becker	Transparent, Accountable and Collaborative Governance	3/1/2017	9/30/2017	Staff are currently gathering required information and data to be able to present to Council and develop an engagement strategy for customers. COW Meeting set for July 11. Subsequent Public meeting will need to be set shortly thereafter. Finalization of project end of September. Report coming to Council for August meeting and a public meeting is set for August 22 based on the results from COW (still require
10	Organizational Development	HIGH	Communication Policy	In Progress	Dan Best	Dan Best	Increased Communications and Municipal Leadership	12/1/2016	8/31/2017	Draft underway. It is anticipated that report and policy will be before Council for approval by end of third quarter
11	Organizational Development	HIGH	Website	Not Started	Dan Best	Dan Best	Increased Communications and Municipal Leadership	7/1/2017	3/31/2018	RFP will be required to go out at beginning of the 3rd quarter. Anticipated full implementation would be end of second quarter in 2018

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
12	Community Relations	HIGH	Federal/Provincial Advocacy and Relations	Ongoing	South Huron Council	Mayor Cole	Transparent, Accountable and Collaborative Governance	10/3/2016	12/31/2018	Ongoing advocacy and relationship building will be required throughout the term of Council and cannot be limited to Conferences.
13	Organizational Development	HIGH	Feasibility Study and Master Plan	In Progress	Dan Best	Dan Best	Improved Recreation and Community Well-being	4/1/2016	6/30/2018	RED Grant submitted. In addition, exploring with FCM option of Feasibility Study for net zero. Exploring the idea of stacking of funding.
14	Organizational Development	HIGH	Engagement Policy	In Progress	South Huron Council	Dan Best	Increased Communications and Municipal Leadership	10/3/2016	8/31/2017	Draft underway and expect to come to Council in August 2017. Will be required prior to the Community Hub Recreation roll-out to public.
15	Organizational Development	HIGH	Debt Policy/Investment/Reserves	Not Started	Dan Best	Sandy Becker	Administrative Efficiency and Fiscal Responsibility	TBD	12/31/2017	This will require a review of existing policy and recommend adjustments where
16	Organizational Development	MEDIUM	Role Clarity - Council/Staff	In Progress	South Huron Council	Dan Best	Administrative Efficiency and Fiscal Responsibility	10/3/2016	TBD	Reviewing Bill 68 components and awaiting regulations which will assist in developing a policy framework
17	Organizational Development	MEDIUM	Procurement	Complete	Dan Best	Sandy Becker	Administrative Efficiency and Fiscal Responsibility	1/1/2017	5/31/2017	Draft circulated through Senior Staff prior to Report to Council. Council received report and approved by By-

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
18	Organizational Development	MEDIUM	Insurance RFP	Not Started	Dan Best	Sandy Becker	Administrative Efficiency and Fiscal Responsibility	9/1/2017	12/31/2017	
19	Organizational Development	MEDIUM	Website RFP	In Progress	Dan Best		Increased Communications and Municipal Leadership	7/1/2017	6/30/2018	It is anticipated that an RFP will be issued by August 1, 2017.
20	Community Relations	MEDIUM	Partner Municipalities	Ongoing	South Huron Council	Dan Best	Transparent, Accountable and Collaborative Governance	10/3/2016	12/31/2018	ONGOING. Seek out opportunities for collaboration and joint services
21	Organizational Development	MEDIUM	Records Management	In Progress	Genevieve Scharback	Genevieve Scharback	Administrative Efficiency and Fiscal Responsibility	12/1/2016	3/31/2018	Coordination of ESCRIBE and implementation scheduled for July 2017 is the first phase. Second phase is tied to TOMRMs through Versatile software.
22	Organizational Development	MEDIUM	Emergency Management	Complete	Dan Best	Dan Best	Increased Communications and Municipal Leadership	10/3/2016	6/30/2017	Report and By-laws passed establishing an EM Program Committee and the County CEMC named as CEMC for South Huron
23	Organizational Development	MEDIUM	Traffic Calming	Not Started	Dan Best	Jason Parr	Improved Recreation and Community Well-being	9/1/2017	3/31/2018	Development of a Traffic Calming Policy to establish a framework for our integrated road system

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
24	Community Relations	MEDIUM	Community Groups	Ongoing	South Huron Council	Dan Best	Improved Recreation and Community Well-being	10/3/2016	TBD	ONGOING. Reaching out to community groups and agencies to collaborate/partner on various
25	Organizational Development	MEDIUM	Design Standards	Not Started	Dan Best	Don Giberson	Increased Communications and Municipal Leadership	7/1/2017	11/30/2017	Currently design standards exist for water/wastewater infrastructure. The same will be required for road infrastructure, and storm. This will assist in promotion of SH for development and ensure that there is a clear understanding of infrastructure/service
26	Organizational Development	MEDIUM	Procedural Bylaw	Not Started	South Huron Council	Genevieve Scharback	Transparent, Accountable and Collaborative Governance	TBD	TBD	Current Procedural By-law in effect. Council direction required to take action.
27	Organizational Development	MEDIUM	Notice of Trespass	Not Started	South Huron Council	Genevieve Scharback	Increased Communications and Municipal Leadership	TBD	TBD	The purpose of this policy would be tied back to access/use of MOSH
28	Organizational Development	MEDIUM	Animals at Large/Owner Responsibility Policy	In Progress	Genevieve Scharback	Genevieve Scharback	Improved Recreation and Community Well-being	1/1/2017	12/31/2017	
29	Organizational Development	MEDIUM	Monthly Reporting Framework - Updates etc.	In Progress	Dan Best	Dan Best	Increased Communications and Municipal Leadership	7/1/2017	9/1/2017	

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
30	Community Relations	LOW	County	Ongoing	South Huron Council	South Huron Council	Transparent, Accountable and Collaborative Governance		12/1/2016	ONGOING
31	Organizational Development	LOW	Liquor By-law	Not Started	South Huron Council	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
32	Organizational Development	LOW	Health and Safety	In Progress	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	6/1/2017	10/31/2017	HR Coordinator will be undertaking a risk assessment process to identify SWOT for corporation.
33	Organizational Development	LOW	Park Use Policy	Not Started	South Huron Council	Dan Best	Improved Recreation and Community Well-being	TBD	TBD	
34	Organizational Development	LOW	Special Events Policy	In Progress	Dan Best		Administrative Efficiency and Fiscal Responsibility	9/1/2017	12/31/2017	
35	Organizational Development	LOW	Property standards Policy	Not Started	South Huron Council	Genevieve Scharback	Improved Recreation and Community Well-being	TBD	TBD	
36	Organizational Development	LOW	Notice Policy	Not Started	South Huron Council	Genevieve Scharback	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
37	Organizational Development	LOW	Legal RFP	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	11/1/2017	3/31/2018	

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
38	Community Relations	LOW	BIA/Chamber of Commerce	Ongoing	Dan Best	Dan Best	Transparent, Accountable and Collaborative Governance	10/3/2016	12/31/2018	ONGOING
39	Organizational Development	LOW	Hawkers and Peddlers	Not Started	Genevieve Scharback	Genevieve Scharback	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
40	Community Relations	LOW	Committees, Review, Terms of Reference	In Progress	South Huron Council	South Huron Council	Administrative Efficiency and Fiscal Responsibility	1/1/2017		Training provided for COA. Terms of Reference requested to come to Council.
41	Organizational Development	LOW	Delegation Policy	Not Started	South Huron Council	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
42	Organizational Development	LOW	Social Media/Internet/Email Use Policy	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
43	Organizational Development	LOW	Room Rentals Town Hall etc.	Not Started	Dan Best	Jo-Anne Fields	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
44	Organizational Development	LOW	Evaluation Framework - TBL	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	

STATUS COLOR LEGEND & TOGGLE

Not Started	In Progress	Delayed	Ongoing	Complete
ON	ON	ON	ON	ON

Dan Best	Improved Recreation and Community Well-being		Internal
South Huron Council	Administrative Efficiency and Fiscal Responsibility		External
Councillor Deluca	Increased Communications and Municipal Leadership		
Councillor Oke	Transparent, Accountable and Collaborative Governance		Yes
Councillor Hebert	Dedicated Economic Development Effort	Operational Notes	No
Councillor Vaughan		Department Head Meetings	
Councillor Tomes		Department Staff Meeting	
Deputy-Mayor Frayne		Council Monthly Update	
Mayor Cole		Council Financial Updates	
Jo-Anne Fields		Council Quarterly Update	
Genevieve Scharback	Administrative	Project	
Sandy Becker	Governance	Task Force	
Don Giberson		Report	
Jason Parr	HIGH	Committee	
Dan Best	MEDIUM	Policy Development	
Dwayne McNab	LOW	Program Development	
Don Giberson		Sub Committee	
Andrew Baird			
	Internal		
	External		
	Both		

STATUS COLOR LEGEND & TOGGLE

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
1	Organizational Development	HIGH	Recreation Projects for Hub and Pool	In Progress	South Huron Council	Dan Best	Improved Recreation and Community Well-being	10/3/2016	12/31/21	Direction from Council to provide Options at COW. Second COW scheduled for May 8. Two projects (Pool and Port Blake) to be completed in 2017. Rec Centre is a 5 Year Plan at this time. A separate work plan for the Community Hub/Rec Centre will need to be developed and tracked. Pricing Requested for June 30th for draft conceptual design. Provincial ministries and FCM contacted. Invizij was successful in providing pricing for the development of the boards for upcoming COW of August 9 and in
2	Organizational Development	HIGH	Economic Development	Ongoing	South Huron Council	Dan Best	Dedicated Economic Development Effort	10/3/2016	12/31/2018	ONGOING. Coordination with County ED, Ambassador program locally, immigration strategy at the County

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
3	Organizational Development	HIGH	Community Improvement Plan	In Progress	South Huron Council	Dan Best	Dedicated Economic Development Effort	10/3/2016	8/31/2017	Report is required to come before Council to provide status update, finalize and Council authorization to implement prior to the end of August 2017. Significant work was completed in 2015 and
4	Organizational Development	HIGH	Service Delivery Review	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	10/1/2017	12/31/2018	Full report and implementation plan will be required. Anticipate that a report will be before Council prior to the end of September
5	Organizational Development	HIGH	Personnel Policy	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	9/1/2017	12/31/2018	A full review of Personnel Policy is required to ensure that the Corporation is current with legislation and regulations

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
6	Community Relations	HIGH	Grand Bend Utilities Cost Recovery	In Progress	Dan Best	Dan Best	Transparent, Accountable and Collaborative Governance	3/1/2017	9/30/2017	Staff are currently gathering required information and data to be able to present to Council and develop an engagement strategy for customers. COW Meeting set for July 11. Subsequent Public meeting will need to be set shortly thereafter. Finalization of project end of September. Report coming to Council for Augst meeting and a public meeting is set for August 22 based on the results from COW (still require
7	Organizational Development	HIGH	Communication	In Progress	Dan Best	Dan Best	Increased Communications and Municipal Leadership	12/1/2016	8/31/2017	Draft underway. It is anticipated that report and policy will be before Council for approval by end of third quarter
8	Organizational Development	HIGH	Website	Not Started	Dan Best	Dan Best	Increased Communications and Municipal Leadership	7/1/2017	3/31/2018	RFP will be required to go out at beginning of the 3rd quarter. Anticipated full implementation would be end of second quarter in 2018

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
9	Organizational Development	HIGH	Feasibility Study and Master Plan	In Progress	Dan Best	Dan Best	Improved Recreation and Community Well-being	4/1/2016	6/30/2018	RED Grant submitted. In addition, exploring with FCM option of Feasibility Study for net zero. Exploring the idea of stacking of funding.
10	Organizational Development	HIGH	Engagement	In Progress	South Huron Council	Dan Best	Increased Communications and Municipal Leadership	10/3/2016	8/31/2017	Draft underway and expect to come to Council in August 2017. Will be required prior to the Community Hub Recreation roll-out to public.
11	Organizational Development	MEDIUM	Role Clarity - Council/Staff	In Progress	South Huron Council	Dan Best	Administrative Efficiency and Fiscal Responsibility	10/3/2016	12/31/2017	Reviewing Bill 68 components and awaiting regulations which will assist in developing a policy framework. Undertaking a re-design of who does what at SMT level.
12	Organizational Development	MEDIUM	Website RFP	In Progress	Dan Best	Dan Best	Increased Communications and Municipal Leadership	7/1/2017	6/30/2018	It is anticipated that an RFP will be issued by August 1, 2017.
13	Community Relations	MEDIUM	Partner Municipalities	Ongoing	South Huron Council	Dan Best	Transparent, Accountable and Collaborative Governance	10/3/2016	12/31/2018	ONGOING. Seek out opportunities for collaboration and joint services

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
15	Organizational Development	MEDIUM	Emergency Management	Complete	Dan Best	Dan Best	Increased Communications and Municipal Leadership	10/3/2016	6/30/2017	Report and By-laws passed establishing an EM Program Committee and the County CEMC named as CEMC for South Huron
16	Community Relations	MEDIUM	Community Groups	Ongoing	South Huron Council	Dan Best	Improved Recreation and Community Well-being	10/3/2016	TBD	ONGOING. Reaching out to community groups and agencies to collaborate/partner on various
17	Organizational Development	HIGH	Monthly Reporting Framework - Updates etc.	In Progress	Dan Best	Dan Best	Increased Communications and Municipal Leadership	7/1/2017	9/1/2017	
18	Organizational Development	LOW	Liquor By-law	Not Started	South Huron Council	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
19	Organizational Development	HIGH	Health and Safety Policy	In Progress	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	6/1/2017	11/1/2017	HR Coordinator will be undertaking a risk assessment process to identify SWOT for corporation.
20	Organizational Development	LOW	Park Use Policy	Not Started	South Huron Council	Dan Best	Improved Recreation and Community Well-being	TBD	TBD	
21	Organizational Development	MEDIUM	Special Events Policy	In Progress	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	9/1/2017	12/31/2017	

Rank	TASK	PRIORITY	TACTIC	STATUS	OWNER	ASSIGNED TO	STRATEGIC PLAN	START DATE	END DATE	NOTES
22	Organizational Development	MEDIUM	Sign Policy	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	
23	Organizational Development	MEDIUM	Legal RFP	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	11/1/2017	3/31/2018	
24	Community Relations	HIGH	BIA/Chamber of Commerce	Ongoing	Dan Best	Dan Best	Transparent, Accountable and Collaborative Governance	10/3/2016	12/31/2018	ONGOING. Establishment of a working framework through an MOU or Charter is being explored
25	Organizational Development	LOW	Delegation Policy	Not Started	South Huron Council	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	3/31/2018	Will require review and updating prior to going into 2018 election.
26	Organizational Development	LOW	Social Media/Internet/Email Use Policy	Not Started	Dan Best	Dan Best	Administrative Efficiency and Fiscal Responsibility	TBD	TBD	

STATUS COLOR LEGEND & TOGGLE

Not Started	In Progress	Delayed	Ongoing	Complete
ON	ON	ON	ON	ON

Dan Best	Improved Recreation and Community Well-being		Internal
South Huron Council	Administrative Efficiency and Fiscal Responsibility		External
Councillor Deluca	Increased Communications and Municipal Leadership		
Councillor Oke	Transparent, Accountable and Collaborative Governance		Yes
Councillor Hebert	Dedicated Economic Development Effort	Operational Notes	No
Councillor Vaughan		Department Head Meetings	
Councillor Tomes		Department Staff Meeting	
Deputy-Mayor Frayne		Council Monthly Update	
Mayor Cole		Council Financial Updates	
Jo-Anne Fields		Council Quarterly Update	
Genevieve Scharback	Administrative	Project	
Sandy Becker	Governance	Task Force	
Don Giberson		Report	
Jason Parr	HIGH	Committee	
Dan Best	MEDIUM	Policy Development	
Dwayne McNab	LOW	Program Development	
Don Giberson		Sub Committee	
Andrew Baird			
	Internal		
	External		
	Both		

STATUS COLOR LEGEND & TOGGLE

RECEIVED
JUL 07 2017

full report available
at municipal office

Dear stakeholder,

Further to my email of June 27, I am pleased to send you two hard copies of my latest Annual Report (one English, one French). This report covers the 2016-2017 fiscal year and significant developments in recent months.

This is our Office's first full fiscal year of reporting on our oversight of municipalities, universities and school boards, in addition to provincial government organizations. I hope that you and all stakeholders in these new areas of jurisdiction will find the information in this report of interest.

You can also find the entire report, media materials and backgrounders, statistics and maps, as well as video of my press conference at Queen's Park, available on our website, www.ombudsman.on.ca.

In meeting with many of you this past year, I have stressed that our Office understands that statistics do not tell the whole story. To put them in context, we encourage you to read the sections of the report that relate to your area (Municipalities: pages 31-39; School boards: 43-46; Universities: 47-49), in which we discuss the most common issues in each sector and the types of cases we have resolved across the province.

In the interests of immediacy and "thinking green," we encourage you to let any interested colleagues and stakeholders know that they can access all of this information online. However, we are of course happy to send additional hard copies upon request.

Should you have any questions about the report or cases related to your organization, please do not hesitate to contact us. We are also happy to assist you with any general questions about our work. You can reach our staff at 1-800-263-1830 or info@ombudsman.on.ca.

Sincerely,



Paul Dubé
Ombudsman of Ontario



July 5, 2017

W.7.16.5

Municipality of South Huron
c/o Maureen Cole, Mayor
322 Main Street South
P.O. Box 759
Exeter, ON N0M 1S6

Adelaide Metcalfe

Bluewater

Central Huron

Huron East

Lambton Shores

Lucan Biddulph

Middlesex Centre

North Middlesex

Perth South

South Huron

Warwick

West Perth

Dear Mayor Cole and Council,

We are seeking support from the Municipality of South Huron for the [Yellow Fish Road™](#) program, developed by Trout Unlimited Canada. This environmental awareness program helps Canadians understand that storm drains are doorways to our streams, rivers and lakes. Preventing pollutants from entering our storm drains is critical to protecting water quality, aquatic habitat and our watersheds. In order to proceed with this project, a written letter of permission is required from the Municipality of South Huron.

The [Yellow Fish Road™](#) program consists of two parts. The first involves painting a yellow fish on the curb beside storm drains. The second part involves distributing door hangers to educate residents about what the yellow fish means, and about the proper disposal of unwanted chemicals, paints and oil.

In addition to clean water and healthy habitats, this program supports community involvement and helps them take action. ABCA would like to deliver this program as part WILD Nature Camp this summer during the week of August 7. I estimate that we would be able to mark about 70 drains on the east side of Exeter. This activity will help educate Exeter about stormwater pollution.

If approved, we would require the municipality's assistance in identifying the location of storm drains. Painting supplies and door hangers have been provided through the [Yellow Fish Road™](#) program. If requested, the [Yellow Fish Road™](#) program can add the municipality to its insurance policy.

It would also be beneficial to notify residents through a summer newsletter. ABCA would be happy to provide a small article and picture for your publication. We also hope to get an article in the Exeter Times Advocate.

If there are any questions regarding the [Yellow Fish Road™](#) program, please give me a call at 519-235-2610 or e-mail me at diszczuk@abca.on.ca

Sincerely,

Ausable Bayfield Conservation Authority

Denise

Denise Iszczuk
Conservation Educator


CANHC

Canadian Association Of Nuclear Host Communities

July 06, 2017

To municipal councils in Ontario,

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

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

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

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

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

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

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

Best regards,

Anne Eadie
Mayor, Municipality of Kincardine

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



Presents the Fourth Annual

‘BETTER TOGETHER’ ANNUAL GALA

Please join us for Dinner, Entertainment
Guest Speaker – Glen Pearson, London Food Bank
Live & Silent Auctions, Raffle Table

Thursday, August 3, 2017

Doors Open at 5:30 p.m., Dinner at 6:30 p.m.

Libro Community Hall, Clinton, Ontario

Tickets: \$60.00/plate

Call our office at **519-913-2362** or at www.Eventbrite.ca





President: *Erica Murray*

Office Administrator: *Lori Gordon*

42 1st Avenue, Clinton, ON N0M 1L0 519-482-9642/1-800-511-1135 ph
519-482-1416 fax ofahuron@tcc.on.ca www.hcfa.on.ca

June 19, 2017

Dear Huron County Friends,

It is hard to believe that the 2017 International Plowing Match (IPM) will be upon us in 3 short months. As planning continues forward, a group of Huron County Commodity and Farm groups will be coordinating a Huron County Food Court at this year's IPM. We will be building a cafeteria style restaurant featuring some of the great things grown and raised here in Huron County. In February, at the Huron County Federation of Agriculture MP/MPP forum we issued a challenge to our Member of Parliament, Member of Provincial Parliament and Local Politicians to be part of a Power Hour of servers. This challenge was accepted by many of you and we are contacting you to confirm your involvement this September (16th-24th).

We are modeling this food court to be similar to food courts held at previous IPMs; Perth County 2013 & 2005, and Bruce County 2008. Part of the success of those food courts were the interested volunteer groups assisting with shifts throughout the week. We need approximately 15-20 volunteers per day as there are always lots of jobs to do, but the bulk of the need will be serving food.

The current plan includes 2 shifts per day, with an overlap during the peak lunch period (11:30am-1:30pm). The first shift would start at 7am to 1/1:30pm, and the second shift 10:30am-5pm (Match closing). We are looking for our Member of Parliament, Member of Provincial Parliament and Local Politicians to participate for at least one hour over the course of the match. Councilors from a municipality are welcome to cover an entire shift if they choose too.

For our volunteer community groups we offer some remuneration (\$250/half day shift for a group of 15-20). For our MP/MPP and local politicians we will make an appropriate donation on your behalf to support projects in Huron County .

For more information and to confirm your commitment and what date work for you please contact the HCFA office at 1-800-511-1135 or ofahuron@tcc.on.ca

Looking forward to hearing from you before June 30, 2017.

"The Huron County Federation of Agriculture will work collaboratively towards a profitable, sustainable future for local farmers"

Sincerely,

A handwritten signature in black ink, appearing to be "H. Ly" or similar, written in a cursive style.

2017 IPM Huron Commodity Food Court Committee

Genevieve Scharback

From: Grand Bend & Area Chamber of Commerce <info@grandbendtourism.com>
Sent: Thursday, July 06, 2017 2:16 PM
To: Genevieve Scharback
Subject: Fwd: LOCAL TRANSIT / SHUTTLE SERVICE - Information Meeting

Hi Genevieve

The Grand Bend & Area Chamber of Commerce is organizing an information meeting with local business groups throughout the area regarding the opportunity to develop a local transit system for this area. To this end, we sent out the email below.

We would like you to pass this along to Council with an open invitation to ALL COUNCILLORS to join us for this meeting.

If you have any questions, please contact Glen Baillie at gbaillie@hay.net or call 519-238-2001.

Regards,

Susan Mills, Manager
 Grand Bend & Area Chamber of Commerce
 1-81 Crescent Street
 PO Box 248
 Grand Bend, ON N0M 1T0
www.grandbendtourism.com / www.grandbendchamber.ca

www.facebook.com/grandbendtourism

twitter.com/Grand_bend

519-238-2001

Welcome Centre Hours: September to May, Monday to Friday, Noon to 4pm / June to August Monday-Saturday 10am-6pm / Sunday 10am-5pm



----- Forwarded message -----

From: Grand Bend & Area Chamber of Commerce <info@grandbendtourism.com>
Date: Thu, Jul 6, 2017 at 2:09 PM
Subject: LOCAL TRANSIT / SHUTTLE SERVICE - Information Meeting
To: Grand Bend & Area Chamber of Commerce <info@grandbendtourism.com>

Attention:

Grand Bend & Area Chamber of Commerce Members
 South Huron Chamber *(please forward to your members)*
 Zurich Chamber *(please forward to your members)*
 Bayfield Chamber *(please forward to your members)*
 Forest BIA *(please forward to your members)*
 Exeter BIA *(please forward to your members)*
 Grand Bend Community Foundation
 Forest Community Foundation
 South Huron Community Foundation

This email will be forwarded to the Clerks of all four local municipalities for their respective councils and to all local media outlets.

PLEASE FEEL FREE to pass this email along to whomever you think would be interested.

TRANSIT / SHUTTLE SERVICE for Lambton Shores, Bluewater, South Huron & North Middlesex

Over the last several years at various economic development meetings, the availability of local public transit has been cited as the NUMBER ONE tactic that could positively contribute to local economic health and prosperity.

WE HAVE AN OPPORTUNITY to duplicate and tailor a very successful shuttle service / transit system from Norfolk County (actually a first-tier level of government) to this area. Norfolk County worked with local economic development offices, tourism marketing organizations, local business partners and accessed the province's gas tax to start, establish and maintain a year-round public transit system with an additional summer shuttle to area attractions.

GETTING TRANSIT HERE

We have been shown by **Norfolk County** how a rural transit system can be successful. We need to enumerate how a local public transit system is a good idea for businesses, employers, employees, residents, tourists and ultimately the sustainability of our communities.

According to www.publictransportation.org, transit systems:

- Ease traffic congestion,
- Connect people with jobs and opportunities,
- Creates jobs,
- Revitalizes business districts and neighbourhoods,
- Enables employers to tap a larger workforce,
- Saves money on infrastructure costs for taxpayers and
- Reduces commuting costs.

How might your business be improved with access to a larger pool of potential employees? How might traffic along highway 21 corridor be improved? How might the issue of limited parking be reduced because residents and area visitors can use a bus to get around? How might campers and residents be more able to visit a restaurant and enjoy a drink with dinner? How might shopping local be increased because residents can now make it to neighbouring towns?

FIRST STEP: FEASIBILITY STUDY

Grant funding is available to pay for a feasibility study to analyze and evaluate a local transit system's operating parameters and costs. We need to demonstrate our collective business support for a public transit system.

WE ENVISION a community looped transit system connecting Forest, Arkona, Parkhill, Exeter, Hensall, Zurich, Bayfield, St. Joseph, Grand Bend, Pinery Park, Port Franks, Thedford, Ipperwash and Kettle & Stony Point FN. Possibly, a connection with Goderich too.

How you can get involved and help.....

1. ATTEND A MEETING - WEDNESDAY, AUGUST 9

We're hosting an information meeting WEDNESDAY, AUGUST 9 at 2:30pm at the LEGION in GRAND BEND. (Map: <https://goo.gl/maps/MW93WWBQHjM2>)

Brad Smith, Public Transportation Coordinator for RIDE NORFOLK / SOUTH COAST SHUTTLE will provide a presentation on how Norfolk County got their system started, their costs and how its been successful for them. Brad's presentation is concise and informative. Get the facts directly from the person who made it happen! (Reference: www.ridenorfolk.ca)

2. WRITE A LETTER OF SUPPORT

Submit a letter of support to us before, at or after the meeting, directly expressing your support of a local year-round transit system and supplemental summer shuttle. In your letter, demonstrate your support by including any/all of the following that you'd be willing to do and how a transit system could benefit your business:

- include a statement about your willingness to sponsor a bus stop or financially contribute sponsorship dollars
- include a statement that you would be interested in buying bus fares for your employees
- include a statement that you would be interested in advertising at the bus stops / on the bus
- include a statement about how you think a transit system would directly benefit your business operation (employees, reduced need for parking, additional customers, increased product/services sell etc)
- include any statement of a personal nature particular to you, your family or friends that you believe would support the need for a transit system

Mail it or Scan & Email it to us.

3. TELL YOUR LOCAL COUNCILLOR

Email / Snailmail / Phone your Municipal Councillor to let them know how this would help your business and that the **ONLY** way to access the Provincial Gas Tax is for the municipality to get on-board.

Currently, no local municipality is accessing this

A crucial element in this is plan is the involvement of our local municipalities! They are the ones who have access to **\$321-million in Ontario Gas Tax money**. Municipalities access gas tax funding if they contribute financially to public transit services. They can use gas tax funds for local public transit priorities, such as making major infrastructure upgrades, buying additional transit vehicles, adding more routes, extending hours of service, implementing fare strategies and improving accessibility. T (See <https://news.ontario.ca/mto/en/2017/01/enhanced-gas-tax-program.html>)

Got Questions? Call or email Glen Baillie at gbaille@hay.net / 519-238-1472.

Regards,

Susan Mills, Manager
Grand Bend & Area Chamber of Commerce
1-81 Crescent Street
PO Box 248
Grand Bend, ON N0M 1T0
www.grandbendtourism.com / www.grandbendchamber.ca

www.facebook.com/grandbendtourism

twitter.com/Grand_bend

519-238-2001

Welcome Centre Hours: September to May, Monday to Friday, Noon to 4pm / June to August Monday-Saturday 10am-6pm / Sunday 10am-5pm



TOWNSHIP OF EDWARDSBURGH CARDINAL

June 26, 2017

Resolution Number: 2017 209Moved By: [Signature]Seconded By: [Signature]

WHEREAS the Township of Edwardsburgh Cardinal has received the staff report "Bill 7 – Property Standards Downloading", dated June 12, 2017.

AND WHEREAS Schedule 5 of Bill 7 prescribes that local municipalities shall assume enforcement responsibility for residential rental maintenance standards (O. Reg. 517/06) under the RTA on July 1, 2018;

AND WHEREAS the Ministry of Housing currently enforces residential rental maintenance standards in municipalities that do not have a property standards by-law, or that have a "partial" by-law that does not address the interior of rental buildings;

AND WHEREAS the Ministry currently receives complaints from tenants respecting residential rental maintenance standards and appoints inspectors to provide this service to municipalities on an as needed basis, for a cost-effective set fee of \$265 for each inspection or re-inspection;

AND WHEREAS the download of enforcement responsibility will require each municipality to receive written complaints from tenants, cause an inspector to make an inspection to determine whether the provincial standards have been complied with, issue work orders to landlords who have not complied with a prescribed maintenance standard, monitor compliance, investigate allegations of failure to comply, and where circumstances warrant, to prosecute landlords for non-compliance;

AND WHEREAS the Government of Ontario intends to download these responsibilities with no compensatory funding, leaving municipalities that do not currently enforce residential rental maintenance standards with the significant fiscal challenge of providing this service cost-effectively;

☐ Carried ☐ Defeated ☐ Unanimous

Mayor: _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor M. Barrett		
Councillor G. Morrell		
Councillor K. Smail		
Deputy Mayor P. Taylor		
Mayor Sayeau		
TOTAL		

TOWNSHIP OF EDWARDSBURGH CARDINAL

June 26, 2017

Resolution Number: 2017 _____

Moved By: _____

Seconded By: _____

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Edwardsburgh Cardinal calls on the Government of Ontario and the Ministry of Housing to halt the download of enforcement responsibility for residential rental maintenance standards proposed in Schedule 5 of Bill 7, in light of the significant fiscal challenge each municipality will face to provide this service to the public in a cost-effective manner;

AND FURTHER THAT a copy of this resolution be sent to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable Chris Ballard, Minister of Housing, Mr. Patrick Brown, Leader of the Progressive Conservative Party, Ms. Andrea Horwath, Leader of the New Democratic Party, Member of Provincial Parliament in the Province of Ontario, Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA) and to all Ontario municipalities.



☐ Carried ☐ Defeated ☐ Unanimous

Mayor:  _____

RECORDED VOTE REQUESTED BY: _____

NAME	YEA	NAY
Councillor M. Barrett		
Councillor G. Morrell		
Councillor K. Smail		
Deputy Mayor P. Taylor		
Mayor Sayeau		
TOTAL		



The Corporation Of The Municipality Of South Huron

By-Law #42-2017

Being a By-Law to authorize an Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Infrastructure, for the Clean Water And Wastewater Fund (CWWF) Transfer Payment

Whereas the *Municipal Act, 2001, as amended*, provides under Section 5(1) that the powers of a Municipality shall be exercised by its Council and under Section 5(3) provides that a municipal power shall be exercised by By-Law; and

Whereas the *Municipal Act, 2001, as amended* provides under Section 9 that the municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

Whereas the Municipality of South Huron deems it desirable to enter into this Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Infrastructure for the Clean Water and Wastewater Fund transfer payment to the Corporation of the Municipality of South Huron in the amount of \$984,429.00.

Now therefore be it resolved that the Council of The Corporation of the Municipality of South Huron enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Infrastructure for the Clean Water and Wastewater Fund transfer payment to the Corporation of the Municipality of South Huron, identified as Schedule 'A' and attached hereto.
2. That Schedule 'A' shall form an integral part of this By-Law.
3. That this By-Law takes effect upon the date of final passing.

Read a first and second time this 17th day of July, 2017.

Read a third and final time this 17th day of July, 2017.

Maureen Cole, Mayor

Genevieve Scharback, Clerk

Schedule "A" to By-law 42-2017

Final

CLEAN WATER AND WASTEWATER FUND (ONTARIO) TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the "**Agreement**"), made in duplicate, is effective as of the Effective Date (both "**Agreement**" and "**Effective Date** as defined in section A.1.2 (Definitions)).

BETWEEN :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

(the "**Province**")

- and -

The Corporation of the Municipality of South Huron

(the "**Recipient**" or "**Ultimate Recipient**")

BACKGROUND

The Government of Canada established the Clean Water and Wastewater Fund (the "CWWF") in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule "C" (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Page 1 of 63

Final

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT**1.1 The Agreement, comprising of:**

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
 - Sub-schedule "C.1" - Project Description, Budget and Timelines
 - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

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

2.0 COUNTERPARTS

2.1 The 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 THE AGREEMENT

Final

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as "Rights") undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

§
Final

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Infrastructure

Date

Name:

Title:

The Corporation of the Municipality of South Huron

Date

Name:

Title:

e.g., Mayor or Regional Chair, or delegate]

I have authority to bind the Recipient.

Date

Name:

Title:

I have authority to bind the Recipient.

Final

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (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 the Agreement; they are for reference 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) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

"Aboriginal Community" as the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" as the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

"Asset" means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

"Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the

Final

Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

“Budget” means the budget described in Schedule “C” (Program Funding Request).

“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 has elected to be closed for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“CWWF” means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

“Declaration of Sub-project Completion” means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Events of Default).

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“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

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“Progress Report” means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Schedule “C” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule provided in Schedule “C” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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A.2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the

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Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 75% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
 - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

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receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the 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 or Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

A.4.4 Province's and Canada's Roles Limited to Providing Funds. The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

A.4.5 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.

A.4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

A.4.7 Maximum Funds. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

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the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding, towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.8 Disclosure of Other Financial Assistance and Adjustments. The Recipient will inform the Province promptly of all financial assistance received for the Project.

A.4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A.4.10 Recipient's Acknowledgement of Responsibility for Project. The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy

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the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remedying).

A.4.12 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.13 Project Incrementality. The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money including:
 - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
 - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

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- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 Disposal. The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a 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.

A.6.3 Disclosure to 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 prescribe as a result of the disclosure.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 Preparation and Submission. The Recipient will:

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- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon 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, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) 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.

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the

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Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

- A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that 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 that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

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provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.3 Access to Information Act. The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 Information Sharing with Canada. The Recipient acknowledges that the Province may:

- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) share any information it receives from the Recipient pursuant to the agreement with Canada.

A.9.5 Open Data. The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

A.10.0 INDEMNITY

A.10.1 Indemnification of the Province and Canada. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 Province's Election. The Province or Canada, or both, 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 the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

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- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada 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.
- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the 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 \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.11.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

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- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

A.12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any 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 do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 Termination Where No Appropriation or Funds from Canada. If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A.13.2 Consequences of Termination Where No Appropriation or Funds from Canada. If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;

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- (b) demand the repayment of any 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 paragraph A.13.2(b).

A.13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 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 material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.14.2 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 period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of 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

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not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), 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.

A.14.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), 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 paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

Final**A.16.0 FUNDS UPON EXPIRY**

A.16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 Debt Due. If, pursuant to the 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.

A.17.3 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.

A.17.4 Payment of Money to 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 provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 Notice in Writing and Addresses. Notice will be in writing and will be delivered by email,

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postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 Postal Disruption. Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**A.19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.**A.20.0 SEVERABILITY OF PROVISIONS****A.20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.**A.21.0 WAIVER****A.21.1 Waivers in Writing.** If a Party fails to comply with any term of the 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 A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.**A.22.0 INDEPENDENT PARTIES****A.22.1 Parties Independent.** The Recipient 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.

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A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

- A.24.1 **Governing Law.** The 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 the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

- A.25.1 **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 the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

- A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

- A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

Final**A.28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (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 for such period as the Province determines appropriate.

A.29.0 SURVIVAL

A.29.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d),(e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 Responsibility of Federal/Responsible Authority. Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

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agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

A.31.0 ABORIGINAL CONSULTATION

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 DISPUTE RESOLUTION

- A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.
- A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.
- A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.33.0 SPECIAL CONDITIONS

- A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

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- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
 - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

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SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$ 984, 429.00
Expiry Date	March 31, 2021
Contact information for the purposes of Notice to the Province	<p>Clean Water and Wastewater Fund</p> <p>Address: Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2</p> <p>Phone: 647-287-7897</p> <p>Fax: 416-325-7871</p> <p>Email: Luke.Hillan@ontario.ca Cc : CWWF@infrastructureontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>

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Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Manager, Inter-governmental Policy Branch
Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position:
Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement	Name: Position: Address: Phone: Fax: Email:

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SCHEDULE "C" PROGRAM FUNDING REQUEST

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule "C.1" (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule "C.1" (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule "C.2" (Sub-project Cost Breakdown).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

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SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET AND TIMELINES

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date	Forecasted End Date	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
MSH-001	South Huron, Municipality of	William Street Sanitary Sewage Pumping Station Upgrades	Replacement of an existing outdated/obsolete sanitary sewage pumping station, currently serving approximately 5,000 residents, with a new upgraded/expanded facility with new energy efficient, state of the art equipment.	June 1, 2017	March 31, 2018	\$1,867,178.77	\$656,285.00	\$0.00	\$328,143.00	\$882,749.77	\$0.00

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SUB-SCHEDULE "C.2"
SUB-PROJECT COST BREAKDOWN

Name of Recipient:		South Huron, Municipality of			
Unique Project ID:		MSH-001			
Project Title:		William Street Sanitary Sewage Pumping Station Upgrades			
Project Timeline:		Start Date:	6/1/2017		
		Completion Date:	3/31/2018		

A	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
1	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not inc. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs ¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs ¹	-		-	
I	PROJECT TOTAL (F+G+H)	-	-	-	

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SCHEDULE "D" REPORTING

D.1.0 REPORTING

D.1.1 Types of Reports. The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule "J" (Request for Payment and Payment Procedures).

D.1.2 Description of Reports. The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

D.2.1 Format and Information for Progress Reports and Final Progress Report. The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to "Project/project" in the template below refer to "Sub-project" as defined in the Agreement. The use of the term "Project/project" is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information	Risk Assessment
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Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

D.2.2 Additional Information for Progress Reports and Final Progress Reports. In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

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- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

(a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to "Project/project" in the table below refer to "Sub-project" as defined in the Agreement. The use of the term "Project/project" is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

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	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 **Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

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D.5.0 RISK ASSESSMENT

- D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

D.6.0 CHANGES TO SCHEDULE "D" (REPORTING)

- D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule "D" (Reporting), as determined by the Province at its sole discretion, may be made.
- D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule "D" (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule "B" (Project Specific Information).

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SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 Definitions. For the purposes of this Schedule "E" (Eligible Expenditures and Ineligible Expenditures):

"Eligible Investments" means the Eligible Investments described in section E.2.2 (Eligible Investments).

"Ineligible Expenditures" means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 Eligible Expenditures Date of Effect. Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 Eligible Investments. The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
 - a. Environmental assessment costs
 - b. Engineering costs, including tendering and contract administration

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- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
 - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
- c. Project management costs
- d. Material costs
- e. Construction costs
- f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

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- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project; and
- ix. Costs of completing the CWWF submission.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget and are beyond the scope of section E.2.3(v);
- (e) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) design enhancements over and above those that are described for the Project.

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SCHEDULE "F"
EVALUATION

F.1.0 PROJECT EVALUATION

F.1.1 Recipient's Participation in Project Evaluation. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.

F.1.2 Results of Project Evaluation(s). The result of the Project evaluation(s) carried under section F.1.1 (Recipient's Participation in Project Evaluation) will be made available to the public.

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SCHEDULE "G" COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

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- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

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related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

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- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

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SCHEDULE "H"

DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITIONS

H.1.1. **Definitions.** For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Repayment.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province's written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the

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repayment provided for in section H.2.1 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

- H.3.1 Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

- H.4.1 Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

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SCHEDULE "I"

ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

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- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

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SCHEDULE "J" REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule "J.1" (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule "J.2" (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule "J.3" (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule "J.4" (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

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the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

J.3.2 Submission of Documents and Reports. The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund
Infrastructure Ontario
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1L5
Fax: 416-392-1906
Email: CWWF@infrastructureontario.ca

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to March 31st, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 31st, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

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Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

- J.8.1 Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

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SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM

CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

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Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

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SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

CLEAN WATER AND WASTEWATER (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

I, [insert Name], the treasurer of [insert Recipient Name], hereby request that OILC make a disbursement to the [insert Recipient Name] in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the [insert the legal name of the Recipient] (the "Recipient"), on _____, _____ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

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- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

Recipient Financial Delegated Authority**FROM:**

Address:

Attention:

Email:

Tel. No.

Fax. No.

Signature_____
Date

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SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION

CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert address of the Recipient's authorized representative]

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

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I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
 - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

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- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards.
- 2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of substantially completed work on the Sub-project is _____
[insert the amount in Canadian dollars].

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title].**

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

I have authority to bind the Recipient

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SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER

CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert the address of the professional engineer]

Attention: **[insert the name and title of the professional engineer]**

Email: **[insert the email address of the professional engineer]**

Telephone No.: **[insert the telephone number of the professional engineer]**

Facsimile: **[insert the facsimile number of professional engineer]**

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

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have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work;
 - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
 - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
 - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at _____ (municipality/LSB/First Nations), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

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SCHEDULE "K"
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)
ATTESTATION FORM

[insert the name of the authorized senior official of the Recipient]

[insert the name of the Recipient]

[insert the address of the Recipient]

I, [insert name], attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: _____ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____.

Dated, this [insert date].

 Signature

[insert name]

The Corporation of the Municipality of South Huron and Ontario CWWF TPA



The Corporation Of The Municipality Of South Huron

By-Law #44-2017

Confirming By-Law

Being a by-law to adopt, confirm and ratify matters dealt with by the Council of the Corporation of the Municipality of South Huron.

Whereas Section 8 of the *Municipal Act, 2001*, as amended, provides that the powers of a Municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the Municipality's ability to respond to municipal issues; and

Whereas Section 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas the Council of The Corporation of the Municipality of South Huron deems it expedient to adopt, confirm and ratify matters dealt with at all meetings of Council;

Now therefore be it resolved that the Council of The Corporation of the Municipality of South Huron enacts as follows:

1. That the proceedings and actions taken by Council and municipal officers of the Corporation of the Municipality of South Huron at the July 17, 2017 Regular Council Meeting in respect of each report, motion, recommendation, by-law and any other business conducted are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed and shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted.
2. That the Mayor and Members of Council of the Corporation of the Municipality of South Huron are hereby authorized and directed to do all things necessary to give effect to the said actions of Council of the Corporation of the Municipality of South Huron or to obtain approvals where required.
3. That on behalf of The Corporation of the Municipality of South Huron, the Mayor, or the Presiding Officer of Council, and the Clerk or the Chief Administrative Officer, where instructed to do so, are hereby authorized and directed to execute all necessary documents and to affix thereto the Corporate Seal.
4. That this By-Law shall not be amendable or debatable.

Read a first and second time this 17th day July, 2017.

Read a third time and passed this 17th day of July, 2017.

Maureen Cole, Mayor

Genevieve Scharback, Clerk