



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

Monday, September 18, 2017, 6:00 p.m.
Council Chambers - Olde Town Hall

Accessibility of Documents:

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Pages

1. Meeting Called To Order

Welcome & O Canada

2. Public Meeting

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

Recommendation:

That South Huron Council approves the Agenda as presented.

4. Disclosure of Pecuniary Interest and the General Nature Thereof

5. Delegations

5.1 John Pond, Centralia-Huron Park Lions Club - Insurance for Playground

1

Recommendation:

That South Huron Council hereby receives the delegation from John Pond, Centralia-Huron Park Lions Club.

6. Minutes

6.1 Minutes of the Regular Council Meeting of September 5, 2017

2

6.2 Minutes of the Committee of the Whole of September 5, 2017

16

6.3 Minutes of the Committee of Adjustment of September 5, 2017

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6.4	Minutes of the Public Meeting of September 5, 2017	23
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Recommendation:

That South Huron Council adopts the minutes of the following meetings:

- **Regular Council Meeting of September 5, 2017;**
- **Committee of the Whole Meeting of September 5, 2017**
- **Committee of Adjustment Meeting of September 5, 2017; and**
- **Public Meeting of September 5, 2017.**

7. Councillor Board and Committee Reports

7.1	Exeter BIA Minutes - June 12, 2017	25
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Recommendation:

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

- **Exeter BIA Minutes of June 12, 2017**

8. Staff Reports

8.1 Planning

8.1.1	S. Smith, Huron County Planner re: Severance Application - Norman Regier Farms Ltd File B37/2017	32
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Recommendation:

That South Huron Council recommends to Huron County Council that Consent for file B37-2017 be granted with conditions as set out in the Planner's report dated September 18, 2017.

8.2 Financial Services

8.2.1	S. Becker, Financial Services Manager/Treasurer - Capital Project Status Report – August 2017	38
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Recommendation:

That South Huron Council receives the report from S. Becker, Financial Services Manager/Treasurer re: 2017 Capital Projects Status Report completed as of August 31, 2017 for information only.

8.3 Environmental Services

- 8.3.1 D. Giberson, Environmental Services Director - Tender Results for Exeter Water Tower Upgrades 49

Recommendation:

That South Huron Council receive the report from D. Giberson, ESD Director RE: Tender Results for Exeter Water Tower Upgrades and Control Chamber on Exeter Water Tower; and

That South Huron Council accept the tender received from the low bidder Landmark Municipal Services ULC and authorize award of a contract for Exeter Water Tower Upgrades and Control Chamber on Exeter Water Tower in the amount of \$214,587.00 (including HST).

- 8.3.2 D. Giberson, Environmental Services Director - Tender Results for Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers 55

Recommendation:

That South Huron Council receive the report from D. Giberson, ESD Director RE: Tender Results for Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers; and

That South Huron Council accept the tender received from the low bidder Robinson Farm Drainage Limited and authorize award of a contract for Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers in the amount of \$546,929.04 (including HST).

8.4 Transportation Services

8.5 Community Services

8.6 Development Services

8.7 Emergency Services

8.8 Corporate Services

8.9 Administration

9. Deferred Business

10. Notices of Motion

10.1 Notice of Motion

Recommendation:

Moved by M. Cole

That South Huron Council request that past mayor and council pictures be scanned onto a computer file, and that those pictures presently stored in the basement of the municipal office be given to relatives after scanning.

10.2 Notice of Motion

Recommendation:

Moved by M. Cole

That South Huron Council request that staff prepare a one page document containing the mission, vision and value statement and make recommendations to the promotion and posting of the document for the public, staff, Council and Committees.

10.3 Notice of Motion

Recommendation:

Moved by M. Cole

That South Huron Council reviews the policies and by-laws regarding election process and placement of signage.

10.4 Notice of Motion

Recommendation:

Moved by M. Cole

That South Huron Council reviews the animal by-laws and request a staff report regarding keeping of bees in residential areas the appropriate number of cats and dogs per household; and

That SPCA Huron be contacted and consulted regarding the control of feral cats.

11. Mayor & Councillor Comments and Announcements

12. Communications

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12.9	Big Brothers Big Sisters of South Huron - Silent Auction and Dinner	96
12.10	Maddie Ivatts - Request for Indoor Pool	97
12.11	Kawartha Lakes - Resolution Support - Farm House Severances	99
12.12	The Town of Halton Hills - Resolution Support - Zero Violence Against Racism	101
12.13	Township of Georgian Bay - Resolution Support - Invasive Plant Species	102

Recommendation:

That South Huron Council hereby supports the resolution of the Township of Georgian Bay passed on August 14, 2017 wherein it was noted that Invasive Plant Species identified as giant Hogweed, Japanese Knotweed and Phragmites are a threat to our Natural Environment and the cost to provide local programs to eradicate Invasive Plant Species is rising each year as seeds migrate between Provincial, Municipal and Privately Owned lands; and resolved that the Ministry of Natural Resources, the Ministry of the Environment and Climate Change and the Ministry of Transportation work collaboratively to eradicate these invasive species on provincially owned lands; and

That this resolution be circulated to Ministry of Natural Resources, the Ministry of the Environment and Climate Change and the Ministry of Transportation.

Recommendation:

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

13. Closed Session

14. Report From Closed Session

15. By-Laws

- 15.1 By-Law No. 55-2017 - Authorize Agreement - Minister of Agriculture, Food and Rural Affairs RED Program 103

Recommendation:

That the South Huron Council gives first, second and third and final reading to By-Law #55-2017, being a by-law to authorize an Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program.

16. Confirming By-Law

- 16.1 By-Law No. 56-2017 – Confirming By-Law 138

Recommendation:

That the South Huron Council gives first, second and third and final reading to By-Law #56-2017, being a by-law to confirm matters addressed at the September 18, 2017 Council meeting.

17. Adjournment

Recommendation:

That South Huron Council hereby adjourns at _____ p.m., to meet again on October 2, 2017 at 6:00 p.m. or at the Call of the Chair.



Centralia-Huron Park Lions Club

Mailing Address:
148 Melbourne St
Centralia, ON N0M 1Y0
P. 226.426.2008

RECEIVED
SEP 08 2017



To the South Huron Municipal Council:

Greetings from the Centralia Huron Park Lions Club.

We are looking for support in providing Insurance coverage for the playground site in Huron Park (Huron Park) McCurdy field. The new owners seem to be hesitant in allow the Lions to move forward in putting in a Swing set, a teeter totter, and a balance beam. For fear of litigation and the additional cost of insurance coverage in the park area. Despite the fact that Huron Park is privately owned an agreement may be reached with the municipality that would satisfy every one's concerns so that we can move forward.

Thank You for your interest.

Lion Chief John Pond

237 Algonquin Drive

Huron Park, Ontario

N0M 1Y0

Home Phone # 226.426-2008



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

Tuesday, September 5, 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
Jason Parr, Transportation Services Manager

Others Present: Sarah Martin, Huron County Planner

1. Meeting Called To Order

Mayor Cole called the meeting to order at 6:00 p.m.

2. Public Meeting

Motion: 331-2017

Moved: T. Oke

Seconded: W. DeLuca

That South Huron Council adjourn at 6:02 p.m. for the purpose of a Public Meeting pursuant to Section 34 of the Planning Act for proposed zoning amendment D14-07/17 for Bajzat (Boere).

Disposition: Carried

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

Mayor Cole added two Notices of Motion to the agenda under Item #10.

Motion: 333-2017

Moved: T. Oke

Seconded: C. Hebert

That South Huron Council approves the Agenda as amended.

Disposition: Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

None.

5. Delegations

5.1 Drainage Act, Meeting to Consider the Engineer's Report - Schroeder-Powe Municipal Drain 2017

Mr. Dietrich, P. Eng. presented the Engineer's Report for the Schroeder-Powe Municipal Drain. A provisional by-law is included in the by-law portion of the agenda for first and second reading.

Motion: 334-2017

Moved: T. Tomes

Seconded: M. Vaughan

That South Huron Council receives the delegation as prepared and presented by by Mr. W. Dietrich, P. Eng.; and

That South Huron Council authorizes staff to initiate the tender process, if required, for the new drainage system known as the Schroeder-Powe Municipal Drain 2017, to be considered by Council following the Court of Revision.

Disposition: Carried

6. Minutes

6.1 Minutes of the Committee of Adjustment Meeting of August 21, 2017

Motion: 335-2017

Moved: C. Hebert

Seconded: W. DeLuca

That South Huron Council adopts the minutes of the Committee of Adjustment Meeting of August 21, 2017 as amended.

Disposition: Carried

6.2 Minutes of the Regular Council Meeting of August 21, 2017.

Motion: 336-2017

Moved: D. Frayne

Seconded: T. Tomes

That South Huron Council adopts the minutes of the Regular Council Meeting of August 21, 2017 as printed and circulated.

Disposition: Carried

7. Councillor Board and Committee Reports

None.

8. Staff Reports

8.1 Planning

8.1.1 S. Smith, Huron County Planner re: Severance Application - 2514421 Ontario Inc. File B15-2017

Motion: 337-2017

Moved: M. Vaughan

Seconded: C. Hebert

That South Huron Council recommends to Huron County Council that Consent for file B15-2017 be granted with conditions as set out in the Planner's report dated September 5, 2017.

Disposition: Carried

8.1.2 S. Smith, Huron County Planner re: Severance Application - Gysbers Farms Limited (Rosser) File B43-2017

Motion: 338-2017

Moved: C. Hebert

Seconded: D. Frayne

That South Huron Council recommends to Huron County Council that Consent for file B43-2017 be granted with conditions as set out in the Planner's report dated September 5, 2017.

Disposition: Carried

- 8.1.3 S. Smith, Huron County Planner re: Severance Application - John and Betty Anne Christie File B47-2017

Motion: 339-2017

Moved: W. DeLuca

Seconded: T. Oke

That South Huron Council recommends to Huron County Council that Consent for file B47-2017 be granted with conditions as set out in the Planner's report dated September 5, 2017.

Disposition: Carried

- 8.1.4 S. Smith, Huron County Planner re: Severance Application - Larry and Barbara McCann B52-2017

Motion: 340-2017

Moved: T. Tomes

Seconded: C. Hebert

That South Huron Council recommends to Huron County Council that Consent for file B52-2017 be granted with conditions as set out in the Planner's report dated September 5, 2017.

Disposition: Carried

8.2 Financial Services

8.3 Environmental Services

- 8.3.1 D. Giberson, Environment Services Director - Tender Results for Exeter Sewage Lagoon Aeration System Replacement

Motion: 341-2017

Moved: W. DeLuca

Seconded: C. Hebert

That South Huron Council receive the report from Don Giberson, ESD Director RE: Tender Results for Exeter Sewage Lagoon Aeration System Replacement; and

That South Huron Council accept the tender received from the low bidder J.M.R. Electric Ltd. and authorize award of a contract for Exeter Sewage Lagoon Aeration System Replacement in the amount of \$395,733.01 (including HST).

Disposition: Carried

- 8.3.2 D. Giberson, Environmental Services Director - 2017 OCIF Top-Up Application Funding

Motion: 342-2017

Moved: T. Oke

Seconded: C. Hebert

That South Huron Council receive the report from Don Giberson, ESD Director RE: 2017 OCIF Top-Up Application Funding; and

That South Huron Council endorses Huron Street East Reconstruction from Edward to East Town Limit as the top priority project for the 2017 Intake of the Ontario Community Infrastructure Fund Top-Up Application Funding program.

Disposition: Carried

- 8.3.3 D. Giberson, Environmental Services Director - Engineering services for Exeter Sewage lagoon Aeration System Replacement

Motion: 343-2017

Moved: T. Oke

Seconded: C. Hebert

That South Huron Council receive the report from D. Giberson, ESD Director RE: Engineering services for Exeter Sewage lagoon Aeration System Replacement; and

That South Huron Council amend the engineering services contract with BM Ross Engineers to add the amount of \$57,275 plus HST for professional services related to Exeter Sewage lagoon Aeration System Replacement.

Disposition: Carried

8.4 Transportation Services

8.4.1 J. Parr, Transportation Manager - Equipment AVL-GPS RFP Results

Motion: 344-2017

Moved: W. DeLuca

Seconded: D. Frayne

That South Huron Council receives the report from Jason Parr, Transportation Services Manager Re: Equipment AVLS-GPS RFP Results; and

That South Huron Council accepts the Request for Proposal for supply of 20 Automated Vehicle Location Units, as submitted by provider, GoFleet Corporation in the amount of \$22,608.02.

Disposition: Carried

8.5 Community Services

8.6 Development Services

8.7 Emergency Services

8.7.1 A. Baird, Fire Chief - Fire Department Fees and Charges Schedule F

Motion: 345-2017

Moved: D. Frayne

Seconded: M. Vaughan

That South Huron Council receives the report from Andrew Baird, Emergency Services Manager, re: Fire Department Fees and Charges; and

That South Huron Council authorizes the removal of Emergency Response Service Fee's for Motor Vehicle Incidents for South Huron residents within the Municipality and the monetary amount be changed for non-residents to reflect the MTO yearly CPI; and

That Schedule F – Fire and Emergency Services Fees be amended in By-law 34-2015; and

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

Disposition: Carried

8.8 Corporate Services

- 8.8.1 G. Scharback, Corporate Services Manager/Clerk - Appoint Members to Court of Revision for Schroeder-Powe Municipal Drain

Motion: 346-2017

Moved: T. Oke

Seconded: C. Hebert

That South Huron Council receives the report from G. Scharback, Corporate Services Manager/Clerk, re: Appoint Members to Court of Revision; and

That South Huron Council hereby appoints the following members to the Court of Revision for the Schroeder-Powe Municipal Drain to be held on October 2, 2017 at 5:30 p.m., prior to the regularly scheduled Council meeting:

- **Councillor Tomes**
- **Councillor Vaughan**
- **Deputy Mayor Frayne; and**

That Councillor Vaughan be appointed Chair.

Disposition: Carried

- 8.8.2 G. Scharback, Corporate Services Manager/Clerk - Appoint Drainage Engineer – Petition for Drainage Works

Motion: 347-2017

Moved: C. Hebert

Seconded: T. Oke

That South Huron Council receives the report from G. Scharback, Corporate Services Manager/Clerk re: Request for Drainage Works; 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, pursuant to the Drainage Act, 1990, Section 4, for Lot 16, Concession 9 and Lot 17, Concession 8, Usborne Ward.

Disposition: Carried

- 8.8.3 G. Scharback, Corporate Services Manager/Clerk - Appoint Drainage Engineer – Request for Repair and Improvement

Motion: 348-2017

Moved: T. Tomes

Seconded: M. Vaughan

That South Huron Council receives the report from G. Scharback, Corporate Services Manager/Clerk re: Appoint Drainage Engineer – Request for Repair and Improvement; 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 the repair and improvement of Branch A of the Allen Municipal Drain.

Disposition: Carried

8.9 Administration

- 8.9.1 D. Best, CAO - Past Mayors and Councils Event (Canada 150 Celebration)

Mayor Cole passed the gavel to Deputy Mayor Frayne at this time, 6:43 p.m.

Mayor Cole noted concerns that the date of this event was not provided at a previous meeting by the Committee. She requested that O Canada be added to the program, and pictures of past Council members be scanned and posted at the event.

Committee Members Councillor Tomes and Councillor DeLuca advised that the Heritage Committee will be setting up pictures of past Council members at the event. O Canada will be added to the program.

Mayor Cole asked Deputy Mayor Frayne to bring greetings as she will be on vacation and unable to attend.

Deputy Mayor Frayne returned the gavel to the Mayor at this time, 6:51 p.m.

Motion: 349-2017

Moved: D. Frayne

Seconded: C. Hebert

That South Huron Council receive the report of D. Best, Chief Administrative Officer re: Past Mayors and Councils Event /Canada 150 Celebration; and

That South Huron Council approve the Evening Program as presented.

Disposition: Carried

8.9.2 D. Best, CAO - GBSTF and PS2 Projects Public Information Session Update

Motion: 350-2017

Moved: M. Vaughan

Seconded: C. Hebert

That South Huron Council receives the report from D. Best, Chief Administrative Officer re: GBSTF & PS2 Projects Public information Session.

Disposition: Carried

9. Deferred Business

9.1 Communities in Bloom - Minutes, July 5, 2017 - draft

The cost of registration for the Community In Bloom members attending the conference is included in the budget.

Motion: 351-2017

Moved: M. Vaughan

Seconded: C. Hebert

That the minutes of the Communities in Bloom of July 5, 2017 - draft be received as presented to Council; and

That South Huron Council accept the recommendation for the South Huron Communities in Bloom Committee and appoint Christian Premont to the Committee.

Disposition: Carried

10. Notices of Motion

10.1 Notice of Motion

Motion: Notice of Motion

Moved: M. Cole

That South Huron Council request that past mayor and council pictures be scanned onto a computer file, and that those pictures presently stored in the basement of the municipal office be given to relatives after scanning.

Motion: Notice of Motion

Moved: M. Cole

That staff prepare a one page document containing the mission, vision and value statement and make recommendations to the promotion and posting of the document for the public, staff, Council and Committees.

Motion: 352-2017

Moved: D. Frayne

Seconded: C. Hebert

Moved by D. Frayne

That South Huron council hereby dissolves the Executive Committee and terminates agenda review meetings.

Disposition: Carried

11. Mayor & Councillor Comments and Announcements

Deputy Mayor Frayne attended the Friends of Trail lunch. He will attend the plowing match volunteer training session this Saturday, and the Kirkton fair.

Councillor Hebert took part in the Friends of the Trail golf tournament.

Councillor Oke helped at Kirkton pool food booth for the tournament weekend. He thanked the lifeguards, playground and all others that worked hard this summer for South Huron.

Mayor Cole attended a suicide prevention meeting with CMHA and the Huron County Health Unit. They will look into hosting a mental health awareness event in South Huron and including a mental health contact in the future hub. She has met with Ben Lobb, MP and will meet with Lisa Thompson, MPP to promote the future South Huron hub.

She will take part in the plowing match volunteer training session.

Mayor Cole invited all of Council to the Mayor's Gala in support of the South Huron Community Fund.

12. Communications

12.1 AMO - The Waste-Free Ontario Act

12.2 Huron County - Growing Success Project

12.3 Ontario Heritage Trust - Celebrating Excellence in Heritage Conservation

12.4 Huron Residential Hospice - Moment Matter Campaign

12.5 Bluewater Recycling Association - Board of Directors Meeting Highlights

12.6 Queen of the Furrow Program - Thank you

12.7 Township of Georgian Bay - Resolution Support - Invasive Plant Species

A resolution of support will be included in the next Council agenda.

12.8 Township of Oro Medonte - Resolution Support - Ontario's Wildlife Damage Compensation Program

Motion: 353-2017

Moved: C. Hebert

Seconded: M. Vaughan

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

Disposition: Carried

13. Closed Session

None.

14. Report From Closed Session

15. By-Laws

- 15.1 By-Law No. 50-2017 - Cost Recovery Grand Bend Sewage Treatment Facility & Pumping Station 2

Motion: 353-2017

Moved: C. Hebert

Seconded: D. Frayne

That the South Huron Council gives first, second and third and final reading to By-Law #50-2017, being a by-law to impose a sewage works charge to recover the capital cost of the Grand Bend Sewage Treatment Facility and Pumping Station 2 projects.

Disposition: Carried

- 15.2 By-Law No. 51-2017 - Schroeder-Powe Municipal Drain - Provisional 1st & 2nd reading only

Motion: 354-2017

Moved: M. Vaughan

Seconded: C. Hebert

That South Huron Council gives first and second reading to By-law #51-2017, being a by-law to provide for the Schroeder-Powe Municipal Drain 2017 in the Municipality of South Huron (Stephen Ward) - County of Huron.

Disposition: Carried

- 15.3 By-Law No. 52-2017 - Boundary Road Agreement - West Perth

Motion: 355-2017

Moved: D. Frayne

Seconded: T. Tomes

That the South Huron Council gives first, second and third and final reading to By-Law #52-2017, being a by-law to authorize an Agreement with the Corporation of the Municipality of West Perth for the maintenance and repair of the boundary road between the Municipality of South Huron and the Municipality of West Perth.

Disposition: Carried

15.4 By-Law No. 53-2017 - Bajzat (Boere) Rezoning

Motion: 356-2017

Moved: C. Hebert

Seconded: M. Vaughan

That the South Huron Council gives first, second and third and final reading to By-Law #53-2017, being a by-law to amend By-Law #012-84, being the Zoning By-Law for the former Township of Stephen for the lands known as Conc B N PT Lot 7 AS RP 22R43; Part 7 Part 18, Stephen Ward, Municipality of South Huron.

Disposition: Carried

16. Confirming By-Law

16.1 By-Law No. 54-2017 – Confirming By-Law

Motion: 357-2017

Moved: W. DeLuca

Seconded: M. Vaughan

That the South Huron Council gives first, second and third and final reading to By-Law #54-2017, being a by-law to confirm matters addressed at the September 5, 2017 Regular Council and Public meetings.

Disposition: Carried

17. Adjournment

Motion: 358-2017

Moved: D. Frayne

Seconded: T. Oke

That South Huron Council hereby adjourns at 7:28 p.m., to meet again on September 18, 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, September 5, 2017, 1:00 p.m.
Olde Town Hall-Carling Room

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
Sandy Becker, Financial Services Manager/Treasurer
Andrew Baird, Emergency Services Manager/Fire Chief
Jo-Anne Fields, Community Services Manager
Dwayne McNab, Development Services Manager/CBO

Others Present: Angela Shipway, Financial Analyst

1. Meeting Called to Order

Chair Cole called the meeting to order at 1:00 p.m.

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

Motion: CW43-2017

Moved: C. Hebert

Seconded: M. Vaughan

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 Budget Committee Meeting #1 - Budget Process Overview and Direction

CAO Best noted that during today's meeting there are two matters to consider for direction to staff, being the consensus of the Committee for an acceptable increase on the levy for 2018 and what is the limit for the Community Grant program.

Financial Services Manager/Treasurer S. Becker provided an overview of the 2018 budget process. The full presentation will be posted on the website.

The Committee discussed the process for Community grants. Staff will provide a reminder email to applicants with outstanding follow up reports.

The Committee will revisit a possible increase to the levy following the Asset Management report.

Motion: CW44-2017

Moved: D. Frayne

Seconded: T. Oke

That South Huron Committee of the Whole hereby receives the report from S. Becker, Financial Services Manager/Treasurer re: Budget Process Overview.

Disposition: Carried

4.2 Asset Management Program Presentation

Financial Analyst, A. Shipway reviewed an overview of the Asset Management Plan. The full presentation will be available on the municipal website.

The 2017 amount for Community Grants will be used for the purpose of preparing a draft budget.

Motion: CW45-2017

Moved: C. Hebert

Seconded: M. Vaughan

That South Huron Committee of the Whole hereby receives the report from A. Shipway, Financial Analyst re: Asset Management Program.

Disposition: Carried

Motion: CW46-2017

Moved: T. Oke

Seconded: C. Hebert

That South Huron Committee of the Whole hereby directs staff to proceed with preparing a draft 2018 budget with a 2% increase to the levy, excluding the assessment changes.

Disposition: Carried

5. Adjournment

Motion: CW47-2017

Moved: D. Frayne

Seconded: C. Hebert

That South Huron Committee of the Whole does now adjourn at 3:58 p.m.

Disposition: Carried

Maureen Cole, Mayor

Genevieve Scharback, Clerk



Corporation of the Municipality of South Huron

Minutes-Committee of Adjustment

Tuesday, September 5, 2017, 5:00 p.m.

Olde Town Hall-Carling Room

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: Genevieve Scharback, Corporate Services Manager/Clerk
Sarah Smith, Huron County Planner

1. Call to Order

Motion: Ca10-2017

Moved: C. Hebert

Seconded: T. Tomes

That South Huron Committee of Adjustment convenes at 5:00 p.m. to consider applications for a Minor Variance as follows:

1. **#D13-03-2017 for lands owned by 1047562 Ontario Inc. (Passmore) known as Concession 7 Lot 24 (71418 Elimville Line); Municipality of South Huron; and**
2. **#D13-05-2017 for lands owned by Ernie Hohner known as Concession 14 N Part Lot 20 (37211 Huron Street); South Huron.**

Disposition: Carried

2. Purpose of Meeting

The Secretary-Treasurer noted that the purpose of this meeting is to allow the presentation of two applications for a Minor Variance and to allow interested members of the public the opportunity to ask questions or offer comments with regard to each application. A public registry for each application is available, and if any member of the public would like to be notified in writing of the decision of

either application they are to provide their name and mailing address on the corresponding registry. This will also entitle one to be advised of a possible Ontario Municipal Board hearing in the event the decision on the application is appealed.

3. Disclosure of Pecuniary Interest and General Nature Thereof

None.

4. Minor Variance #D13 03-2017 1047562 Ontario Inc.

4.1 Application #D13-03-2017

4.2 Report - S. Smith, Huron County Planner Re: Minor Variance #D13-03-2017

Sarah Smith, Huron County Planner, reviewed her report and a power point presentation outlining the Minor Variance application. The purpose of the application is to seek relief from Zoning By-law #13-1984 of the former Township of Usborne. The applicant is proposing to replace an existing residential dwelling on the subject lands. The proposed location of the replacement dwelling is located closer to the north property line, and in closer proximity to an existing livestock operation located north of the subject lands.

Ms. Smith recommended approval of this application.

4.3 Written Comments Received

None.

4.4 Comments - Committee - Public in attendance

None.

5. Decision

Motion: CA11-2017

Moved: C. Hebert

Seconded: T. Oke

That Minor Variance #D13-03-2017, 1047562 Ontario Inc. be approved as per the attached decision sheet.

Disposition: Carried

6. Minor Variance #D13-05-2017 Hohner

6.1 Application #D13-05-2017

6.2 Report - S. Smith, Huron County Planner Re: Minor Variance #D13-05-2017

Sarah Smith, Huron County Planner reviewed her report and a power point presentation outlining the Minor Variance application. The purpose of this application is to seek relief from Zoning By-law #12-1984 of the former Township of Stephen. The subject property is designated Agriculture in the South Huron Official Plan and zoned AG4 (Agricultural Small Holding) in the Township of Stephen Zoning By-law.

The applicant is proposing to construct a covered porch on the west side of the existing dwelling. Under Section 7.3 of the AG4 zone, main building setbacks must maintain a 17 metre exterior side yard setback. The applicant is proposing to construct the porch along the Blackbush exterior side yard at a setback of 11.40 metres. The relief being sought is for 5.6 metres.

Ms. Smith recommended approval of this application.

6.3 Written Comments Received

6.3.1 T. Hayter - Letter of Support

One written comment in support of the application was received from the abutting property owner, T. Hayter.

6.4 Comments - Committee - Public in attendance

None.

7. Decision

Motion: CA12-2017

Moved: W. DeLuca

Seconded: D. Frayne

That Minor Variance #D13-05-2017, Hohner, be approved as per the attached decision sheet.

Disposition: Carried

8. Adjournment

Motion: CA13-2017

Moved: T. Oke

Seconded: C. Hebert

That South Huron Committee of Adjustment hereby adjourns at 5:20 p.m.

Disposition: Carried

Maureen Cole, Mayor

Genevieve Scharback, Clerk



Corporation of the Municipality of South Huron

Minutes-Public Meeting

Tuesday, September 5, 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
Sandy Becker, Financial Services Manager/Treasurer
Andrew Baird, Emergency Services Manager/Fire Chief
Jason Parr, Transportation Services Manager
Sarah Smith, Huron County Planner

1. Call to Order

Mayor Cole called the meeting to order at 6:03 p.m.

2. Disclosure of Pecuniary Interest

None.

3. Purpose of Public Meeting

The Clerk advised that the purpose of this Public Meeting is to review an application for proposed amendments to the zoning by-law of the former Township of Stephen, and to allow interested members of the public the opportunity to ask questions or offer comments with regard to the applications

It was noted that Council will not make a decision at this meeting. Based on recommendations and information received at this meeting an amending by-law will be presented for approval at the regular Council meeting.

A Public Registry is available, if any member of the public would like to be notified in writing of the decision on the applications they are required to provide

their name and mailing address on the registry. A person or public body may appeal the decision if they have made an oral submission at this Public Meeting or a written submission to Council prior to the passing of the by-law.

4. Zoning By-law Amendment application #D14-07/17 Bajzat (Boere)

4.1 Application #D14-07/17 Bajzat (Boere)

4.2 Report S. Smith, Huron County Planner D#14-07/17

Huron County Planner Sarah Smith advised that the purpose of the application is to change the zoning from AG1-General Agriculture to AG4-Agricultural Small Holding, to recognize a single detached dwelling as the main permitted use. The subject lands are currently vacant. The applicant wishes to construct a residential dwelling on the subject lands and use the parcel for residential purposes.

4.3 Written Comments Received

None.

4.4 Comments-Council; Public in Attendance

In response to a Councillor's question Ms. Smith advised that the lots to the east of the subject property would require separate applications for rezoning if the property owner(s) wish to change the zoning from AG1.

5. Close Public Meeting

Motion: 332-2017

Moved: D. Frayne

Seconded: M. Vaughan

That South Huron Council now closes this Public Meeting at 6:08 p.m. and reconvenes the Regular Council meeting.

Disposition:Carried

Maureen Cole, Mayor

Genevieve Scharback, Clerk



EXETER BUSINESS IMPROVEMENT AREA – BOARD MEETING

Monday, June 12, 2017 at 6:30pm

South Huron Municipal Office, 322 Main St. S., Exeter, Ontario



EXECUTIVE MEMBERS – Vice Chair Rose Glavin, Secretary / Treasurer Janice Brock, Beautification Chair Mary Hulley

DIRECTORS – Promotions Chair Lauryn Marion, Directors Adrian Bakelaar, Tira Wootton, Councillor Craig Hebert and BIA Manager Brittany Wise

ABSENT – Chair Fred Godbolt, Directors Allen Plant, James Eddington

RECORDING SECRETARY – Brittany Wise, BIA Manager

MINUTES

1. Welcome and Call to Order

Ms. Glavin welcomed everyone to the meeting at 6:38pm.

2. Changes to the Agenda and Approval of Minutes of May 8, 2017.

2.1 Approval of the Agenda

MOVED BY: Mary Hulley & SECONDED BY: Janice Brock

“THAT the agenda be adopted as presented.”

MOTION: CARRIED

2.2 Approval of the Minutes of May 8, 2017.

MOVED BY: Mary Hulley & SECONDED BY: Janice Brock

“THAT the minutes of May 8, 2017 be adopted, as presented.”

MOTION: CARRIED

3. Chair’s Message Nil

4. Delegation Nil

5. Councillor’s Report Nil

6. Financial Report

6.1 Treasurer's Report – May

In May, the HST rebates from 2015 and 2016 will be deposited, which totaled \$15,805.00. Expenses will include the April payroll deductions; rent for April and May; the outstanding interest on the flower-related costs from 2016; snow removal at the Welcome Centre; and a few other miscellaneous expenses. Total expenses were \$4,203.88.

6.2 Treasurer's Report – June

In June, we received the reimbursement for the bridge flower planter and brackets (MOSH grant), Ladies Night Out participation fees, a refund for employer fees as well as bank fees. Total revenue in June will be approximately \$5,500.00.

Expenses will include BIA Manager payment for April and May; May payroll deductions; June rent; flower planter and brackets; Ladies Night Out promotional costs; 50% of the balance owing on the BIA website; and a few other miscellaneous expenses. Total expenses in June will be approximately \$16,500.00.

MOVED BY: Adrian Bakelaar & SECONDED BY: Mary Hulley

"THAT the financial report be adopted as presented."

MOTION: CARRIED

7. Promotions

7.1 BIA Website

Ms. Wise contacted Campus Creative the first week of June about proceeding with the website project. She is waiting to hear back about a meeting time to help us get on the same page regarding expectations.

At the time of the last Board meeting, the website was extremely out of date and before making changes, Ms. Wise wanted direction regarding how to proceed from the Board. Since then, she has spent time making all of the content current.

There are two areas worth mentioning. The first is that the "business directory" section now features a Google map that currently only includes businesses that have Google listings. Once the JCP position starts, we hope to get all member businesses listed on Google and will add them to this map. The second is the "events" section, which now features a Google event calendar that can be shared across multiple sites. Currently, the calendar is being updated by our volunteer placement, but after her time with us, the JCP staff person will manage the calendar. Ideally, this calendar would be featured on the Chamber's new website as well as the Municipality's new website. This would allow various groups to share in the responsibility of uploading event information and not duplicating efforts on individual websites.

7.2 Promotional Videos

At the last BIA meeting, the Board wanted to approach the Municipality to see if they would partner with us on the promotional video campaign. The BIA Manager presented to the Economic Development Committee and they made a recommendation that Council support the request with matching funds of \$3,000. Council approved the recommendation on June 5.

Since the Municipality is matching our investment, they will have equal say in the video content. Ms. Wise is working with the CAO and the Economic Development Committee to determine what will be featured. She will keep in communication with the BIA's Promotions Committee and Board to ensure that it aligns with the BIA vision as well. We're aiming to shoot the videos in mid-July.

7.3 Finding Exeter: Putting our Community on the Digital Map

There seems to be more interest from the CAO in terms of working together to get community assets listed, however, we have not had the chance to meet about it yet. We are meeting about the promotional videos this week and Ms. Wise plans to discuss with him then.

7.4 Exeter 360 Project

We have confirmed 7 businesses are interested in participating in this initiative. We're hoping to shoot before the end of June, but are still firming up shooting details with each of the businesses. We'll launch promotion in July / August as videos are ready. Participating businesses include: LUVU Naturally, Designers, Eddington's, Custom Covers, Bakelaar Jewellers, Canadian Tire and Kalidoscope of Quilts. The hope is that as these are released, other businesses will want to jump on board with a similar project in 2018.

7.5 Ladies Night Out

Ladies Night Out was another great success! The weather turned out great & stores had a great turnout. Some reported that it was slow during the week, but that naturally happens when there is an event like this, so it's hard to get around that. It was also suggested that we try to attract more people from London and neighbouring communities. Since this is a play-to-play event, our budget is limited by the number of businesses that participate, we'll need to encourage participating businesses to promote the event to their networks even more, as well as utilizing low-cost online tools like posting to Buy and Sell pages and community calendars.

MOVED BY: Mary Hulley & SECONDED BY: Janice Brock

"THAT the promotions report be adopted as presented."

MOTION: CARRIED

8. Beautification

8.1 Bridge Flowers

The bridge flowers are now installed. They have just been planted, so they need to be given a few weeks to look fuller. We're going to monitor the flowers and their 'showy-ness' this year and if we feel like the brackets need to be set higher, the roads crew might be able to help.

All Municipal staff have been great to work with regarding the flowers this year. Jason Parr, Transportation Manager called to thank us for working with them for increasing the visibility around the bridge. The Board agreed that we should write a formal letter to staff and Council thanking them for their partnership.

8.2 Parkette

The BIA was informed that the Municipality is going to be doing some routine maintenance and upkeep to the Parkette, just as they do for any other Municipal asset. This will include some removal of old plant material, new plantings and some other physical changes as well.

8.3 Banner Program

Ms. Wise has had some time to make the edits discussed to the banner sponsorship package. There was a discussion about further changes including pricing. In terms of design, the group liked the idea of keeping the layout simple, but also wanted to recognize the 4 districts of town laid-out in the Community

Improvement Plan: Francistown, South Bank, Heritage Core and London Road. Each district banner would have a similar layout, but be identified with a different colour.

There is already interest expressed from 7 businesses and the Exeter Rodeo is interested in 10 banners. The group felt that with a design and an email sent about this project specifically, we will see more interested businesses. We need 25 banners to place the order.

MOVED BY: Janice Brock & SECONDED BY: Adrian Bakelaar

"THAT the BIA proceeds with a sample design for promotion of the program. Once design is approved by the BIA Board, it's final."

MOTION: CARRIED

There was a brief discussion about a Canada flag program in St. Mary's. Ms. Glavin said she is taking part and that it is a project organized by the Legion. She will try to get us more information.

MOVED BY: Mary Hulley & SECONDED BY: Craig Hebert

"THAT the beautification report be adopted as presented."

MOTION: CARRIED

9. Member Events Nil

10. Economic Development

10.1 Promotional Videos

Ms. Wise, BIA Manager, did a presentation on promotional videos and a partnership proposal between the BIA and the Municipality to create these promotional videos for South Huron. The purpose of these videos would be to increase online engagement by showcasing the community. They would not promote a specific business in the videos but may capture a series of businesses and community assets.

The BIA has \$3000.00 set aside for this project and asked for additional funds to increase the amount of footage and videos created. She noted that the BIA would be proceeding with the videos regardless of if the Municipality partnered on the project.

Committee members agreed that the promotional videos are a great way to promote the community and felt that the BIA was providing an excellent opportunity to leverage funds. They agreed to support to make the recommendation to council to support the initiative and liked the idea of matching the BIA's support so they would have equal say in the content. It was also noted that the promotional videos could be a resource for the Ambassador Program.

The group also briefly discussed the idea of doing a joint funding application to Rural Economic Development grant program under the marketing arm to do more videos, etc. if this initial phase proved to use successful.

10.2 Ambassador Program

Councillor Marissa Vaughan notified the group that the subcommittee has had a preliminary meeting and will be following up with a project-planning meeting. The project plan will be presented at the next EDC

meeting. The group is looking to develop a marketing package, a community profile and other items for the Ambassador Program. She stated that there would be a presentation made to the County's Economic Development Board on May 29 about the Ambassador program and the use of the Huron Economic Development Partnership (HEDP) grant monies. She encouraged other members of the committee to attend that meeting to show support for the program.

10.3 County Ec Dev Update

OMAFRA rep Vicki Lass attended the meeting to give an update about the status of the County's Economic Development progress. She reported that there have been quite a few changes to the economic development department since the ec dev strategic plans were completed, but there is still a commitment to follow through on the plans. She noted that South Huron is actively moving forward on their plan, which she is happy about.

10.4 South Huron Chamber of Commerce

Joan Brady, the Executive Director of the South Huron Chamber of Commerce provided 2017 project descriptions and discussed their 3 temporary positions created through the Job Creation Partnership program and another grant opportunity, in partnership with the BIA. Some of the goals are to create training opportunities for business staff and enhance online presence in South Huron. The Chamber is also looking to do some agriculture and food sector specific work and participate in the development of a sector specific association for Huron County.

It was discussed that the marketing-based JCP participate in the Ambassador program and act as a resource to help develop project deliverables.

10.5 Exeter BIA Update

Ms. Wise reiterated the goals of the BIA for 2017. She also noted that the BIA is currently undergoing a strategic planning process and is working to define roles and responsibilities.

10.6 OMAFRA Update

Ms. Lass provided an update on the Huron Local Immigration Partnership Program (working with the Peel Newcomer program on multiple projects); the upcoming Quality of Life report, which will be released at a "Vital Conversation Panel" on June 9; and a Perth 4 Youth program that they are hoping to duplicate in Huron to encourage more civic engagement amongst youth. She also noted the upcoming RED funding application deadline, which is the end of September.

MOVED BY: Janice Brock & SECONDED BY: Mary Hulley

"THAT the ec dev report be adopted as presented."

MOTION: CARRIED

11. Digital Sign Report Nil

12. BIA Manager's Report

12.1 Vacant Unit Rebate

The CAO reached out to inform us that staff has reviewed the documentation and realized that this program falls under the umbrella of the upper tier. A report is going to County Council that will recommend a phasing out over four years linking with assessment. If passed this would need to go to the Ministry for approval. If approved by the Ministry, a report will come to South Huron Council that would mirror the County report.

12.2 JCP / Summer Student Positions:

We have hired two JCP staff – one for workforce development (Gar Penhale), the other for community engagement and marketing (Cathy Orr). Their paperwork is being processed and they will be starting shortly.

In terms of the summer student position, we unfortunately did not receive funding this year. However, with other staff on-site during the summer, it will lighten the load on management staff. We plan to set-up a schedule to rotate staffing the Centre on Saturdays in July and August.

12.3 Farmers' Market Update

The first market of the 2017 season is on happening on June 15 from 5-9pm at the MacNaughton Park scenic gardens. The Cultural Collective is still actively looking for market vendors. They have entertainment planned for each weekly market through October 5. They would like to BIA's support to run the pie fundraiser again in July, but they are also going to help to make it a successful event by trying to get more pies, organize a competition, etc. Some of the proceeds will come back to the Santa Claus Parade, but we may need to split the proceeds with the Cultural Collective to help support their efforts.

12.4 Huron County BIA / Chamber Network

The County of Huron is setting up a BIA / Chamber network to connect groups throughout the County. The initial meeting was held in Goderich, where participants were provided with an update on County economic development activities and each provided a brief update on their respective organizations. The next meeting is tentatively set for October.

12.5 White Squirrel Costume

The white squirrel costume is currently worn by Doug Westlake and he recently brought up some ideas that Ms. Wise wanted to discuss with the board before giving him answers. It was discussed that the costume is owned by the BIA, so it is our responsibility to get it cleaned, etc.

1. Alterations – Currently, the costume requires that a secondary person fully assist the person to get in and out of the suit. Mr. Westlake would like to see alterations that would allow the suit to be done up at the front so that it can be easily taken on and off without assistance. The Board agreed that this alteration should be explored and also noted that it should be dry cleaned before the alterations could be done. Adrian agreed to look into dry cleaning costs as well as the cost of alterations.
2. Mannequin – Mr. Westlake says that the costume is simply too hot to wear on summer days. He was wondering if we could get a mannequin to put into the costume so that it attend special events, etc. but remain stationary. He would still be happy to be responsible for managing the squirrel (transportation, etc) to and from these events. The board stated that the point of a mascot is to be animated, so they are not interested in putting a mannequin in the costume.
3. Display the White Squirrel – Mr. Westlake feels strongly that the costume should be displayed at stores in Exeter instead of sitting in a basement. If there was a mannequin inside the costume, he would be happy to take from store to store every week or so. Is this something we'd be okay with him doing? The Board agreed that no store would want to put the white squirrel up in their stores and without the mannequin, it's not possible anyways.

12.5 Other

The BIA was approached about listing churches in Exeter on the experienceexeter.ca website. Ms. Wise wants the Board's opinion before proceeding with this. The Board agreed that we would have a discussion at our Strategic Planning session about this and if it was in or out of scope for the BIA.

MOVED BY: Mary Hulley & SECONDED BY: Janice Brock

"THAT the BIA Manager report be adopted as presented."

MOTION: CARRIED

13. Non-Director Comments Nil

14. Upcoming Events

Strategic Planning Session #2: ****Wednesday, June 14, 2017 from 6:00 - 9:00pm at the Town Hall

Next Regular Meeting: ***Monday, July 10, 2017 at 6:30pm at the Town Hall

15. Adjournment

MOVED BY: Adrian Bakelaar & SECONDED BY: Mary Hulley

"THAT the BIA meeting does now adjourn at 7:45pm."

MOTION: CARRIED



Rose Glavin, Vice Chair



Janice Brock, Secretary / Treasurer



Brittany Wise, Recording Secretary

Consent Application Report – File # B37/2017

Owner: Norman Regier Farms Ltd	Date: September 18, 2017
Applicant: Norman Regier	
Property Address: 37985 Crediton Road	
Property Description: Lot 10, Concession 11, Stephen, Municipality of South Huron	

Recommendation:

That provisional consent be:

- √ granted with conditions (attached)
- deferred (for ...)
- denied (referred to the Committee of the Whole, for a decision)

Purpose:

- enlarge abutting lot
- create new lot
- √ surplus farm dwelling
- right-of-way / easement
- other:

Area Severed: 0.79ha (1.94 acres)	Official Plan Designation: Agriculture	Zoning: AG1
Area Retained: 39.16 ha (96.77 acres)	Official Plan Designation: Agriculture	Zoning: AG1

Review: This application:

- √ Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- √ Does not require a plan of subdivision for the proper and orderly development of the municipality (s. 53(1) Planning Act);
- √ Conforms with section 51(24) of the Planning Act;
- √ Conforms with the Huron County Official Plan;
- √ Conforms with the South Huron Official Plan;
- √ Complies with the municipal Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
- n/a Has been recommended for approval by the local municipality; and
- √ Has no unresolved objections/concerns raised (to date) from agencies or the public.

(Applications that do not meet all of the foregoing criteria will be referred to the Committee of the Whole for a decision)

Agency/Public Comments:

	Not Received or N/A	No Concerns	Comments/Conditions
Conservation Authority (ABCA)	N/A		
Neighbours/Public	None received		
Huron County Highways		√	
Huron County			See conditions.

Consent Application Report – File # B37/2017

Health Unit			
South Huron Staff			See conditions.

Figure 1: Aerial of Subject Property. Retained Parcel identified in Yellow. Severed Parcel identified in Red.



Figure 2: Aerial of land to be severed



Through discussions with the application is understood the small shed and silo will be demolished. The applicant has indicated the shed proposed on the retained parcel (80x48ft) does not have hydro or water and there is no desire to provide services to this structure. Through discussions with the applicant, this shed is for storage purposes only. There is also a remnant well on the proposed retained parcel. The applicant provided materials noting this well was decommissioned; proof of decommissioning is a recommended formal condition of this consent.

Consent Application Report – File # B37/2017

Figures 3 and 4: Severed dwelling and proposed shed on severed parcel.



Figure 5: Structures to be demolished, and structure on proposed retained parcel.

**Official Plan Policies**

The purpose of this application is to sever a dwelling made surplus as a result of farm consolidation.

The consent policies in Section 13.3.1.1 of the South Huron Official Plan speak directly to surplus residence severances in agricultural areas. These policies are consistent with those found in the Huron County Official Plan. Within this section, there are several criteria for the evaluation of this severance as follows:

South Huron Surplus Residence Criteria	Subject Application Compliance with Criteria
<i>House is surplus to a farm operator</i>	Yes, the dwelling is considered surplus to the current owner. The owner has other farm holdings in their name with a dwelling.
<i>House is at least 15 years old or replaces a house that was 15 years old.</i>	Yes, dwelling was built in 1898 as noted on MPAC records.

Consent Application Report – File # B37/2017

<i>The residence is habitable and intended to be used as a residence.</i>	Yes.
<i>The area of farmland is kept to a minimum needed for residential purposes.</i>	Yes, the severed area includes the residence and accessory structures and services.
<i>MDS requirements are met where barns on neighbouring farms are ≥ 100 Nutrient Units.</i>	The applicant submitted one MDS data sheet for a livestock operation to the south. The distance required under the MDS calculation is achieved and therefore this policy is met.
<i>There has been no previous separation of land for residential purposes as it existed on June 28, 1973.</i>	No, and therefore this policy is met.
<i>The retained lands are a minimum of 19 hectares unless merged with an abutting farm property.</i>	Yes, the retained lands are 36.16 hectares. As noted above: <ol style="list-style-type: none"> 1. The applicant has decided to demolish a small shed and silo on the proposed retained parcel. 2. There is an 80x48ft shed proposed on the severed parcel; applicant has indicated no hydro or water services this building nor is proposed in the future. 3. There is an existing well on the retained lands the applicant has indicated is decommissioned.
<i>Where residence is within 300m of an aggregate operation or deposit an assessment of potential impact may be required.</i>	Yes, the residence is not within 300m of an aggregate operation or deposit.

Zoning By-law

The subject land is currently zoned General Agriculture (AG1).

It is recommended that that as a condition of consent the retained land be rezoned to the appropriate zone (AG1 – Special Exception) to prohibit a new residence. The applicant has noted that he shed on the proposed retained parcel is for storage purposes, and there is no current or intended future hookup to hydro or water. This shed would meet minimum interior side yard provisions for the proposed retained parcel under AG1 zone for accessory structures.

It is recommended that the lands to be severed be rezoned to Agricultural Small Holding zone (AG4), allowing for an Agricultural Small holding use with a limited number of Nutrient Units permitted on the site. Based on the proposed severed parcel size the severed parcel would be limited to one (1) Nutrient Unit.

Summary:

It is recommended that this surplus dwelling severance application be **approved** because it meets the requirements of the Provincial Policy Statement, and the Huron County and South Huron Official Plans.

Consent Application Report – File # B37/2017

Sincerely,

'Original signed by'

Sarah Smith, B ES

September 18, 2017

Date

Date of Site Inspection: July, 2017

Should Council choose to recommend this application for approval by the County of Huron, the conditions below are recommended. The application would be approved, on the condition that:

Expiry Period

1. Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of the notice of decision.

Municipal Requirements

2. Any and all monies owed to the Municipality must be paid in full, which may include but are not limited to servicing connections, cash-in-lieu of park dedication, property maintenance, water and wastewater charges, garbage and recycling charges, property taxes, compliance with zoning by-law provisions for structures etc.
3. 911 addressing for the subject lands be dealt with to the satisfaction of the Municipality.
 - a. A new 911 number and roll number will be required for the remaining building and access off Goshen to the retained parcel to the satisfaction of the Municipality of South Huron.
4. The sum of \$500.00 be paid to the Municipality as cash-in-lieu of parkland.

Survey/Reference Plan or Registerable Description

5. Provide to the satisfaction of the County and the Municipality:
 - a. a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
 - b. a reference plan based on the approved survey;

Zoning

6. Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning be obtained to the satisfaction of the Municipality.
7. The severed land be rezoned to the appropriate zone (e.g., Small Agricultural Holding – Special Exception (AG4), to the satisfaction of the Municipality.
8. The retained land be rezoned to the appropriate zone (e.g., General Agriculture – Special Exception (AG1-Special) to prohibit a residence, to the satisfaction of the Municipality.

Consent Application Report – File # B37/2017**Septic System Inspection**

9. A letter from a licensed contractor advising that the tank has been pumped and is functioning properly for the severed parcel of land be provided to the satisfaction of the Municipality of South Huron and Huron County Health Unit.

Storm Water and Drainage

10. Any tile drains crossing between the severed and retained parcel be cut and re-routed to the satisfaction of the Municipality of South Huron.

Well on Retained Parcel

11. Applicant shall provide proof that well on the retained lands has been decommissioned to the satisfaction of the Municipality of South Huron.
12. Applicant shall confirm that water services to severed parcel is not connected to sheds/barn on retained parcel. Applicant to confirm that private well is not cross connected to municipal water supply.
13. The Huron County Health Unit have no record of an inspection with regards to the installation of a municipal water services for the above mentioned property. We would request that a plumbing inspector from the Health Unit inspect the water distribution system in the home of the severed property to ensure there is no interconnection between the municipal water and the well to be located on the retained portion.

Structures on Retained Parcel

14. In regards to the shed and silo the applicant is proposing to demolish:
 - a. Proof must be provided to the satisfaction of the Municipality of South Huron that the shed and silo have been demolished.
15. In regards to the shed (80x48ft) the applicant is proposing to remain on the retained parcel:
 - a. Applicant to ensure access to this shed is completely independent of the severed parcel to the satisfaction of the Municipality of South Huron.
 - b. Applicant to provide proof that this shed is not serviced by hydro from the severed parcel and/or that there is no hydro service required to this building to the satisfaction of the Municipality of South Huron.



Staff Report

Report To: Dan Best, Chief Administrative Officer
From: **Sandy Becker, Financial Services
Manager/Treasurer**
Date: September 18 2017
Report: FIN.17.21
Subject: Capital Project Status Report – August 2017

Recommendations:

That South Huron Council receives the report from S. Becker, Financial Services Manager/Treasurer re: 2017 Capital Projects Status Report completed as of August 31, 2017 for information only.

Purpose:

The purpose of this staff report is to provide Council with a summary of the status of the 2017 capital projects.

Background and Analysis:

Each department manager has provided a status update for each of their respective approved capital project. Many of the capital projects are well underway and some are already completed, but due to the timing of invoicing and payable processing, may not be reflected in the YTD figures.

The percentages of completion do not reflect the YTD expenditures as a percentage of budget due to timing differences mentioned above.

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 support the following goals identified in the 2015-2019 Strategic Plan:

1. Administrative Efficiency and Fiscal Responsibility
2. Transparent, Accountable and Collaborative Governance

The monthly capital project status report keeps Council and the public informed on the actual costs, budget project status, and explanations for delays or expected commencement for each project in the capital budget.

The report assists in Council in keeping track of its approved priorities and expected delivery times for projects. It also serves to keep staff accountable for the budget priorities that they requested and are granted.

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:

By-law No. 20-2017 – By-Law to adopt 2017 Budget
Budget Development and Financial Reporting Policy and
Procedure

Consultation:

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

Andrew Baird, Emergency Services Manager/Fire Chief
Jo-Anne Fields, Community Services Manager
Jason Parr, Transportation Services Manager
Don Giberson, Environmental Services Director

Related Documents:

Appendix A- 2017 Capital Projects Status Report

Respectfully submitted,

Sandy Becker, Financial Services Manager/Treasurer

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
Emergency Services					
2017-F-01	Personal Protection Equipment	13,179	19,240	80%	6 sets received with 2 more expected in the fall
2017-F-03	Air Bag Lift System - Exeter	7,792	9,000	100%	Complete
		20,971	28,240		
Transportation Services					
20-3035	John Street – Main to Albert	-	19,515	5%	Top coat as per Kurtis Smith Contract; delayed due to Bell relocations
20-3043	James Street Reconstruction – Andrew to Edward	2,691	324,575	10%	Construction commenced August 8, 2017
20-3048	Replace #11 1991 Ford Single Axle Plow	52,551	73,682	100%	Complete
20-3054	Simcoe Street – Andrew to Main	175,641	160,750	100%	Complete
20-3055	William Street – Anne to Huron	1,219	143,655	25%	Construction commenced August 14, 2017
20-3056	George Street – Main to Orchard	2,960	215,705	10%	Construction scheduled to start on September 5, 2017
20-3057	Bridge Repairs #3037 McTaggart Line	-	30,000	2%	RFT in progress
20-3058	Replace #25 2001 Western Star Tandem Plow	285,459	245,000	100%	Complete. Resolution #470-2016 authorized \$38,089 from TSPT Capital Reserve to cover budget overage
20-3059	Bridge Repairs #3039 McTaggart Line	-	50,000	2%	RFT in progress

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
2017-TC-05	Huron St Recon - Edward-East	7,206	60,000	10%	Preliminary engineering complete; Coordination with Hydro One for infrastructure upgrades
2017-TS-01	Replace Grader #027	-	388,000	10%	Estimated delivery late October 2017, as per Council report Sept 5, 2017
2017-TS-03	Line 17 - Hern to Rogerville	-	180,000	10%	Boundary agreement finalized and approved by Council Sept 5, 2017
2017-TS-04	Gregus Crt Overlay	-	30,000	2%	Tender in progress
2017-TS-05	Marlborough St - Sand to Well.	-	30,000	2%	RFT In progress
2017-TS-06	McTaggart Line Bridge #3038	12,347	65,000	10%	Draft BM Ross condition assessment report complete and cost estimates of options provided.
2017-TS-08	GPS Fleet Tracking System	-	25,000	20%	Joint with Huron County; Bidder chosen; Report approved by Council Sept 5, 2017
		540,074	2,040,882		
Streetlighting					
20-8007	Upgrade Main St Lighting – Sanders-Victor-SH	82,438	135,134	100%	Complete
2017-TS-	Phase 3 DT Decorative SL	-	160,000		Tendering in the fall

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
07					
		82,438	295,134		
Recreation Services					
20-7126	Port Blake Revitalization (Design)	-	248,500	18%	Committee meeting to discuss options moving forward
20-7127	SHRC – Swimming Pool	6,736	2,500,000	15%	Public Consultation and Open House - Sept 13 from 6-8pm
20-7132	SHRC Upgrades	9,610	1,000,000	15%	Public Consultation and Open House - Oct 4 from 6-8pm
20-7133	Downtown Parkette	17,497	32,334	90%	Maintenance items remaining
2017-RS-01	KW Hall Roof - Asphalt Shingle	20,732	21,000	100%	Complete
2017-RS-05	Dashwood CC Washrooms	-	120,000	15%	Unsuccessful 150th grant funding; met with community stakeholders to discuss funding options
2017-RS-06	Power Scrubber Replacement #E1130	-	10,000	98%	Unit received; payment outstanding
2017-RS-07	Seasonal Energy Controller	-	28,000	5%	Preparing tender document
2017-RS-08	Replace Mower Deck #99	26,977	30,000	100%	Complete; mower in use
2017-RS-09	Truck #3 01 Chev Silverado	-	35,000	40%	Tender closed Sept 15, 2017

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
2017-RS-10	MacNaughton Park Washrooms	-	70,000	15%	In discussions with the Optimist Club to proceed with Pool/Washroom project
2017-RS-11	Victoria Park Washrooms	-	50,000	35%	Fall project spearheaded by Lioness Club
2017-RS-12	KW 4H Barn - New Structure	-	35,000	50%	Funding in place and proceeding with project
2017-RS-13	KW Pool Accessible Lift	59	15,000	98%	Unit purchased and in use; payment outstanding
		81,611	4,194,834		
Sewer Services					
20-5618	John Street – Main to Albert	-	12,110	5%	Top coat as per Kurtis Smith Contract; delayed due to Bell relocations
20-5623	William Street Sanitary Pumping Station	-	1,425,030	2%	CWWF grant approved; draft RFT prepared
20-5629	Simcoe Street – Andrew to Main	99,802	85,631	100%	Complete
2017-S-01	Upgrade Lagoon Aeration - Exeter	7,471	1,215,000	10%	Tender closed August 18, 2017; Report approved by Council Sept 5, 2017
2017-SC-03	William St - Anne-Huron	290	-	25%	Construction commenced August 14, 2017
2017-SC-04	James St - Main to Edward	-	213,999	10%	Construction commenced August 14, 2017

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
2017-SC-05	Huron St Recon - Edward-East	4,324	60,000	10%	Preliminary engineering complete and under review. Coordinating with Hydro One for infrastructure upgrades.
		111,887	3,011,770		
Water Services					
20-4125	John St - Main to Albert	-	8,060	5%	Top coat as per Kurtis Smith Contract; delayed due to Bell relocations
20-4140	Exeter Water Tower Upgrades	-	143,612	10%	Tender closed August 31, 2017 with Council report submitted for Sept 18, 2017
20-4141	Simcoe St - Andrew to Main	102,706	101,899	100%	Complete
20-4142	William St - Anne to Huron	929	166,991	25%	Construction commenced August 14, 2017
20-4144	Dashwood Rd Watermain Replacement	-	250,000	10%	Tender closed August 31, 2017 with Council report submitted for Sept 18, 2017
2017-W-01	Water Meter Replacement	-	112,000	2%	Investigating AMR technology and change out program being developed
2017-W-03	Dashwood Rd - Shipka - Bronson	-	25,000	10%	Preliminary engineering complete and under review.

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
2017-W-04	Shipka Line - South R-Kirkton	-	25,000	10%	Preliminary engineering complete and under review.
2017-W-05	Watermain Replacement - Huron-McTaggart Line	-	100,000	10%	Preliminary engineering complete and under review.
2017-W-06	Gore Rd Water Service Transfer	-	75,000	10%	Tender closed August 31, 2017 with Council report submitted for Sept 18, 2017
2017-W-07	Bulk Water Station 82 Nelson	-	50,000	2%	Investigating technologies/products to prepare for tender
2017-W-08	Control Chamber - Ex Water Twr	-	175,000	10%	Tender closed August 31, 2017 with Council report submitted for Sept 18, 2017
2017-W-09	Truck #101 07 Chev Silverado	-	35,000	5%	Tender closes Sept 15, 2017
2017-WC-04	James St Recon. Main - Edward	5	210,730	5%	Construction commenced August 8, 2017
2017-WC-05	Huron St Recon - Edward-East	2,883	70,000	10%	Preliminary engineering complete and under review. Coordinating with Hydro One for infrastructure upgrades.
		106,523	1,548,292		
Landfill					

Job	Job Description	YTD	Budget	% of Compl.	Management Notes/ Comments
20-9001	Landfill Expansion – Stage 3	-	75,000	2%	Engineering RFP submitted by BM Ross
20-9006	Scale & Scale House	-	66,000	100%	Complete
20-9007	Site Security Fencing	3,053	200,000	75%	Tree removal and fence installation completed on North & West sides
		3,053	341,000		
	Total Capital Projects	946,558	11,460,152		



Staff Report

Report To: Dan Best, Chief Administrative Officer

From: **Don Giberson, Environmental Services Director**

Date: September 18 2017

Report: ESD.17.26

Subject: Tender Results for Exeter Water Tower Upgrades and Control Chamber on Exeter Water Tower.

Recommendations:

That South Huron Council receive the report from D. Giberson, ESD Director
RE: Tender Results for Exeter Water Tower Upgrades and Control Chamber on Exeter Water Tower AND;

That South Huron Council accept the tender received from the low bidder Landmark Municipal Services ULC and authorize award of a contract for Exeter Water Tower Upgrades and Control Chamber on Exeter Water Tower in the amount of \$214,587.00 (including HST).

Purpose:

The purpose of this report is to notify Council of the results of the tender for the Exeter Water Tower Upgrades, including the Control Chamber on Exeter Water Tower, and to recommend award of a contract to the low bidder.

Background and Analysis:

The tender for the Exeter Water Tower Upgrades and Control Chamber on Exeter Water Tower was posted on the Engineers web site and on the Municipal web site, along with social media notification on August 4, 2017 in accordance with the current Procurement Policy and Procurement By-law #33-2017.

The tender closed on Thursday August 31, 2017 at 2:00pm and Two (2) tenders were received by the Municipality. Tenders were opened by Councillor DeLuca, in the presence of Sandy Becker, Financial Services Manager/Treasurer, Don Giberson, Environmental Services Director, Ryan Steckly, BM Ross Engineers and six contractors.

The following are the tender results:

Exeter Water Tower Upgrades				
	Contractor	Price	HST	Total Cost
		(Excluding HST)		(Including HST)
1	Landmark Municipal Services ULC	\$189,900.00	\$24,687.00	\$214,587.00
2	BGL Contractors Corp	\$287,500.00	\$37,375.00	\$324,875.00

Tenders were checked by the Engineer; found to be complete and in conformance with the drawings/specifications.

A copy of the Engineer's letter of recommendation is attached.

Operational Considerations:

No alternatives were considered.

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

Increased Communications and Municipal Leadership

Transparent, Accountable and Collaborative Governance

Dedicated Economic Development Effort

Financial Impact:

The costs associated with the Exeter Water Tower Upgrades and the Control Chamber on the Exeter Water Tower projects were included in the 2017 Capital Budget. A detailed financial analysis of the tender received from the low bidder was carried out and is summarized as follows:

Exeter Water Tower Upgrades	
	Total
Electrical, mechanical, instrumentation	\$169,900.00
Contingency	\$ 20,000.00
Subtotal	\$189,900.00
Engineering	\$16,831.10
Subtotal	\$206,731.10
Non-recoverable HST	\$3,638.34
TOTAL	\$210,369.44
2017 Capital Budget (Water Tower Upgrades)	\$143,612.00
2017 Capital Budget (Control Chamber)	\$175,000.00
Net Difference	\$108,242.56

The total cost of the Exeter Water Tower Upgrades and the Control Chamber on the Exeter Water Tower projects, including tendered construction costs, engineering and non-recoverable HST are lower than the amount in the 2017 Capital Budget.

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. Approved 2017 Water Capital Budget
2. South Huron Asset Management Plan
3. June 19, 2017 Council Report - *Exeter Water Tower Control Chamber*

Consultation:

Manager of Financial Services/Treasurer
Water/Sewer Foreman

Related Documents:

1. BM Ross Engineers tender recommendation letter dated September 1, 2017.

Respectfully submitted,

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

Don Giberson, Environmental Services Director

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

62 North Street, Goderich, ON N7A 2T4

p. (519) 524-2641 • f. (519) 524-4403

www.bmross.net

File No. 16138

VIA EMAIL ONLY

September 1, 2017

Don Giberson, Environmental Services Director
 Municipality of South Huron
 322 Main St. S., Box 759
 Exeter, ON N0M 1S6

RE: Exeter Water Tower Upgrades – Report on Tenders

Tenders, as summarized by the following table, were received on Thursday, August 31, 2017 for the installation of a new hydrodynamic mixing system and actuated gate valve in the Exeter Water Tower.

Tenderer	Tendered Amount (incl. HST)
Landmark Municipal Services ULC	\$215,587.00
BGL Contractors Corp.	\$324,875.00

Each tender includes a contingency allowance of \$20,000 + HST. 48-hour tender breakdowns were received on September 1, 2017 from both contractors. All tenders were checked and found to be mathematically correct. All tenders were properly signed, acknowledged the single addendum, and each was submitted with the specified bid bond and Agreement to Bond.

Further review focused on the tender of Landmark Municipal Services (Landmark), as they were the lowest tender submitted. We are familiar with Landmark for their various works with inspections, repairs, and new water tower and standpipe construction. They also design and supply their own hydrodynamic mixing system so have a good understanding of the work involved for installation. They have carried a local sub-contractor, J.M.R. Electric for the small amount of electrical work on this project (10%) and we are also familiar with J.M.R. in a sub-contractor role with electrical and mechanical work.

Based on our review, we can see no reason not to award this project to Landmark Municipal Services.

Based on comments from Municipal staff, we understand that the total tender price of Landmark is below the Municipal budget carried for this project.

If you require any additional information, please let me know.

Yours very truly,

B. M. ROSS AND ASSOCIATES LIMITED

Per


Ryan Steckly, P. Eng.

RBS:hv



Staff Report

Report To: Dan Best, Chief Administrative Officer
From: **Don Giberson, Environmental Services Director**
Date: September 18 2017
Report: ESD.17.27
Subject: Tender Results for Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers

Recommendations:

That South Huron Council receive the report from D. Giberson, ESD Director RE: Tender Results for Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers AND;

That South Huron Council accept the tender received from the low bidder Robinson Farm Drainage Limited and authorize award of a contract for Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers in the amount of \$546,929.04 (including HST).

Purpose:

The purpose of this report is to notify Council of the results of the tender for the Dashwood Watermain Replacement Highway #21 to Shipka Line, including the Gore Road Water Service Transfers, and to recommend award of a contract to the low bidder.

Background and Analysis:

The tender for the Dashwood Watermain Replacement Highway #21 to Shipka Line and Gore Road Water Service Transfers was posted on the

Engineers web site and on the Municipal web site, along with social media notification on August 4, 2017 in accordance with the current Procurement Policy and Procurement By-law #33-2017.

The tender closed on Thursday August 31, 2017 at 2:00pm and five (5) tenders were received by the Municipality. Tenders were opened by Councillor DeLuca, in the presence of Sandy Becker, Financial Services Manager/Treasurer, Don Giberson, Environmental Services Director, Ryan Steckly, BM Ross Engineers and six contractors.

The following are the tender results:

Dashwood Watermain Replacement (Highway #21 to Shipka Line)				
	Contractor	Price	HST	Total Cost
		(Excluding HST)		(Including HST)
1	Robinson Farm Drainage Limited	\$484,008.00	\$62,921.04	\$546,929.04
2	Cope Construction & Contracting Inc	\$487,284.80	\$63,347.02	\$550,631.82
3	Birnam Excavating Ltd.	\$651,478.64	\$84,692.22	\$736,170.86
4	Murray Mills Excavating & Trucking Ltd	\$770,284.00	\$100,136.92	\$870,420.92
5	Lavis Contracting Co. Limited	\$784,602.50	\$101,998.33	\$886,600.83

Tenders were checked by the Engineer; found to be complete and in conformance with the drawings/specifications.

A copy of the Engineer's letter of recommendation is attached.

Operational Considerations:

No alternatives were considered.

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

Increased Communications and Municipal Leadership

Transparent, Accountable and Collaborative Governance

Dedicated Economic Development Effort

Financial Impact:

The costs associated with the Dashwood Watermain Replacement Highway #21 to Shipka Line and the Gore Road Water Service Transfers projects were included in the 2017 Capital Budget. A detailed financial analysis of the tender received from the low bidder was carried out and is summarized as follows:

Dashwood Watermain Replacement (Hwy#21 to Shipka Line)	
	Total
PART 1	\$227,910.00
PART 2	\$218,998.00
PART 3	\$21,450.00
Provisional	\$5,650.00
Contingency	\$10,000.00
Subtotal	\$484,008.00
Engineering	\$24,000.00
Subtotal	\$508,008.00
Non-recoverable HST	\$8,940.64
TOTAL	\$516,948.64

Dashwood Road is under the jurisdiction of Huron County and in order to comply with the County's requirements, several changes were incorporated into the watermain design that resulted in higher than anticipated costs and an insufficient budget to complete all work in 2017.

Accordingly, the Dashwood Road Watermain Replacement (Hwy#21 to Shipka Line) was split into two sections and proposed to be carried out over two years (2017 and 2018). The tender was set up with separate parts so that each section could be priced separately or deleted if so desired.

Staff have put forward the 2018 watermain work as a proposed 2018 capital project, subject to the 2018 budget process. If Council decides not to approve the 2018 work, that portion (ie. Part 2 of the tender) will be deleted from the contract (as noted on page T-7 of the form of tender).

The following is a summary of the proposed 2017 work:

Dashwood Watermain Replacement (Hwy#21 to Shipka Line) 2017 Work	
	Total
PART 1	\$227,910.00
PART 3	\$21,450.00
Provisional	\$5,450.00
Contingency	\$5,000.00
Subtotal	\$259,810.00
Engineering	\$12,000.00
Subtotal	\$271,810.00
Non-recoverable HST	\$4,783.69
TOTAL	\$276,593.69
2017 Capital Budget (Dashwood Road Watermain)	\$250,000.00
2017 Capital Budget (Gore Road Waterservices)	\$75,000.00
Net Difference	\$48,406.31

The following is a summary of the proposed 2018 work:

Dashwood Watermain Replacement (Hwy#21 to Shipka Line) "PROPOSED" 2018 Work	
	Total
PART 2	\$218,998.00
Provisional	\$200.00
Contingency	\$5,000.00
Subtotal	\$224,198.00
Engineering	\$12,000.00
Subtotal	\$236,198.00
Non-recoverable HST	\$4,156.94
TOTAL	\$240,354.94
"Proposed" 2018 Capital Budget	\$240,354.94

The total cost of the 2017 Dashwood Watermain Replacement work and the Gore Road Water Services, including tendered construction costs, engineering and non-recoverable HST are lower than the amounts in the 2017 Capital Budget.

The proposed 2018 watermain replacement work on Dashwood Road (ie. Part 2 of the tender) is a provisional section of the contract and will not proceed prior to Council approval of the 2018 Capital Budget.

Considering the extremely favorable pricing, Council may wish to exercise their option to proceed with proposed 2018 work in 2017. This work could be funded by the following savings within the 2017 Water Capital Budget:

- Engineering RFP = \$ 71,330.55
 - Exeter water tower upgrades = \$108,406.31
 - Dashwood watermain replacement = \$ 48,406.31
 - Water Meter Replacement Program = \$ 12,211.77
- Total \$240,354.94**

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. Approved 2017 Water Capital Budget
2. South Huron Asset Management Plan

Consultation:

Manager of Financial Services/Treasurer
Water/Sewer Foreman

Related Documents:

1. BM Ross Engineers tender recommendation letter dated September 1, 2017.

Respectfully submitted,

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

Don Giberson, Environmental Services Director

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

62 North Street, Goderich, ON N7A 2T4

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File No. 16104

September 1, 2017

Don Giberson, Environmental Services Director
Municipality of South Huron
322 Main St. S., Box 759
Exeter, ON N0M 1S6

RE: Dashwood Road Watermain Replacement

Tenders were received on Thursday, August 31, 2017 for the Dashwood Road Watermain Replacement as summarized by the following table:

Tenderer	Tendered Amount
Robinson Farm Drainage Limited	\$546,929.04
Cope Construction & Contracting Inc	\$550,631.83
Birnam Excavating Inc.	\$736,170.86
Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$870,420.92
Lavis Contracting Co. Limited	\$886,600.83

All of the tenders were checked and no mathematical errors were found. All tenders were properly signed and each was submitted with the specified tender deposit and Agreement to Bond.


Since the lowest tender is acceptable contractually, and the tenderer is experienced in watermain installation further analysis is limited to the lowest bid. We therefore recommend that this contract be awarded to Robinson Farm Drainage Limited for the total tender sum of \$546,929.04.

Please retain the bid bonds from the two low bidders until the contracts are formally signed. The other bidders should be contacted to see if they want the bonds returned or destroyed.

Should you have any questions, please contact the undersigned.

Yours very truly,

B. M. ROSS AND ASSOCITES LIMITED

Per 
Dennis Elliott, Project Manager

DJE:hv

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GODERICH

MOUNT FOREST

SARNIA



Ministry of the Environment
and Climate Change

Ministère de l'Environnement
et de l'Action en matière de
changement climatique

Office of the Minister

Bureau du ministre

77 Wellesley Street West
11th Floor, Ferguson Block
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Tél.: 416-314-6790
Télééc.: 416-314-6748



AUG 14 2017

ENV1283MC-2017-1835

Mr. Mac Bain, Chair
AMO Waste Task Force
Email: Mac.bain@cityofnorthbay.ca

Mr. Jim McKay, General Manager
Solid Waste Management Services
City of Toronto
Email: Jim.McKay3@toronto.ca

Mr. Fred Jahn, P.Eng., Chair
Regional Public Works
Commissioners of Ontario
Email: fred.jahn@muskoka.on.ca

Ms. Karyn Hogan, Chair
Municipal Waste Association
Email: Karyn.Hogan@peelregion.ca

Mr. John D. Coyne, Chair
Stewardship Ontario
Email: john.coyne@unilever.com

Dear Mr. Bain, Mr. McKay, Mr. Jahn, Ms. Hogan and Mr. Coyne:

Thank you for your letter of July 7, 2017 advising about the accord you have collectively reached on the future of the Blue Box Program and requesting the ministry to issue a requirement for program changes to the Blue Box Program Plan as the first step in its evolution towards a circular economy. I wish to acknowledge your initiative and leadership on this important file which is a critical part of the province's resource recovery efforts.

I am pleased to let you know I have directed the Resource Productivity and Recovery Authority (the Authority) and Stewardship Ontario (SO) to develop a proposal for an amended Blue Box Program Plan.

It is my expectation this proposal will outline the first phase of transition for the Blue Box Program under the *Waste Diversion Transition Act, 2016* (WDTA), and will set the stage for a second phase of transition that will result in individual producer responsibility under the *Resource Recovery and Circular Economy Act, 2016* (RRCEA).

It is in the public interest that the proposal for an amended plan will ensure a seamless transition of the Blue Box Program, specifically that it will not negatively affect Ontarians' experience with and access to Blue Box services, incorporate clear rules to support residents' participation (e.g. standardized materials and services), and improve program performance.

Mr. Mac Bain et al.
Page 2.

It is also critical that the proposal for an amended plan will provide for continuous improvement of environmental outcomes. This would be achieved by expanding and harmonizing the list of materials in the existing Blue Box Program that are accepted from Ontario residents, establishing clear and measurable collection and management standards with a high level of environmental protection, and developing methods to support waste reduction.

It is my expectation the proposal for an amended plan will support a circular economy by facilitating reduction, reuse, recycling and reintegration of Blue Box materials into the economy.

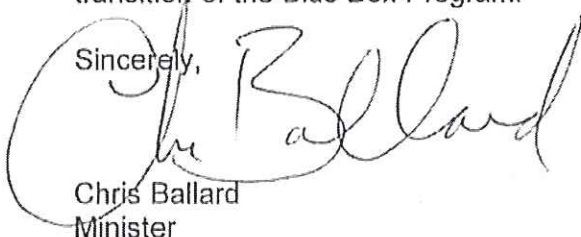
Innovation often results from collaborative and competitive efforts among parties. The proposal for an amended plan should support cooperation among parties, including stewards, municipalities, waste management industry, and other affected parties, to bring complementary abilities to deliver better results. It is my expectation the proposal for an amended plan will promote competition by ensuring a fair and open marketplace for Blue Box services under the WDTA and not creating barriers to competition when the program transitions to individual producer responsibility under the RRCEA.

As producers assume the 50 per cent of costs currently borne by municipal taxpayers, it is my expectation there will be a clear and transparent process by which municipalities demonstrate the benefit their taxpayers will receive.

Your offer to meet with me to discuss your proposal is appreciated. As I am sure you understand, my schedule is quite full at present. I am looking forward to meeting you in the near future. At present, I will ask Wendy Ren, Director of the Resource Recovery Policy Branch, to arrange a meeting with you or your representatives to discuss the intended next steps and outcomes in more detail.

Again, thank you for this information and your commitment to facilitate an orderly transition of the Blue Box Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Ballard". The signature is fluid and cursive, with a large initial "C" and "B".

Chris Ballard
Minister

Cc: Mr. Paul Evans, Deputy Minister
Ministry of the Environment and Climate Change

Ms. Glenda Gies, Chair
Resource Productivity and Recovery Authority



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- Risk Management
- Municipal Finances and Reporting
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- The Growing North
- Onsite Wastewater
- Water and Wastewater servicing Innovation
- Changes in Rural Blue Box
- Social Media Workshop
- Environmental Assessment Costs
- Succession Planning
- Automated Vehicles
- *Drainage Act*
- School Closures

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Registration Fees

Please check registration type below.	Early Bird Rate (until September 29, 2017)		Regular Rate (until January 19, 2018)		On Site Rate (January 20 - 23, 2018)	
	Member	Non Member	Member	Non Member	Member	Non Member
Full Registration	\$ 550	\$620	\$600	\$675	\$ 650	\$ 750
Half Day - Sunday	\$200	\$250	\$250	\$300	\$300	\$350
One Day - Monday	\$350	\$425	\$400	\$475	\$ 450	\$ 550
Half Day - Tuesday	\$200	\$250	\$250	\$300	\$ 300	\$ 350

Payment:

Completed forms with payment can be sent to ROMA via fax at 416.971.9372 or e-mailed to events@roma.on.ca or mailed to ROMA, 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6

Please remit:

Registration Fee	\$
HST (13%)	\$
TOTAL TO BE REMITTED	\$

☐ Invoice Me (option only available to Member municipalities)

☐ Cheque made out to Rural Ontario Municipal Association

☐ MasterCard ☐ Visa

Credit Card # _____

Expiry Date _____

Signature _____

Name on Card _____

Things to Know:

- Rates listed do not include HST. Please ensure to include HST when submitting your payment.
- Confirmation will be sent after each registration, modifications or cancellation. Review your confirmation carefully for accuracy.
- All cancellations must be submitted in writing to ROMA via e-mail at events@roma.on.ca. Cancellations received prior to 4:30 pm ET, October 31, 2017 will be eligible for a refund less \$95.00 (plus HST) administration fee. Cancellations made after 4:30 pm are non-refundable. An alternate attendee name may be substituted at any time.

Additional Needs

Please list any dietary, accessibility or other needs:



2018 OGRA Conference

February 25 - 28, 2018

Since 1894, OGRA has been bringing together Ontario's municipal leaders to discuss how municipalities can create opportunities and respond to challenges. On February 25-28 2018, OGRA's members will convene at the historic Fairmont Royal York in downtown Toronto for the 124th annual Conference.

2018 OGRA Conference Theme - The Challenge of Change

Under the banner of **The Challenge of Change** delegates will have an opportunity to hear from thought provoking speakers on the challenges in the ever changing political and municipal landscape. Delegates can also participate in interactive workshops to learn how to navigate these changes to build stronger and more prosperous communities across Ontario.

Housing - 2018 OGRA Annual Conference

Housing will open at 10:00 AM on Tuesday, October 17th, 2017.

Details are now posted to the [Accommodation page](#) on the Conference Site. **Please note that the Booking/Cancellation Policy has CHANGED for the Fairmont Royal York Hotel.**

Registration and Long Service Awards - 2018 OGRA Annual Conference

Registration and Long Service Award information will open at 10:00 AM on Tuesday, October 17th, 2017.

Information on how to book Provincial delegations with various Ministries will be forthcoming shortly.

To learn more about the 2018 OGRA Annual Conference visit www.ograconference.ca

Have a look at the **OGRA Career Hub**. Where you look for a career, not just a job.

Join the conversation at [the OGRA Interchange](#)

The mandate of the Ontario Good Roads Association is to represent the transportation and public works interests of municipalities through advocacy, consultation, training and the delivery of identified services.



Genevieve Scharback

From: AMO Communications <communicate@amo.on.ca>
Sent: Friday, September 08, 2017 12:27 PM
To: Genevieve Scharback
Subject: AMO Policy Update - Ontario Announces Cannabis Control Board to Retail Cannabis Products

September 8, 2017

Ontario Announces Cannabis Control Board to Retail Cannabis Products and its Provincial Cannabis Framework

Today, Ontario Minister of Finance Charles Sousa, Attorney General Yasir Naqvi, and Minister of Health and Long-Term Care Dr. Eric Hoskins announced the Provincial government's plan for the regulation of recreational cannabis use in Ontario. The plan is a response to the federal-level legalization of recreational cannabis slated to come into effect on July 1, 2018.

The Government of Ontario's plan includes:

- the creation of a separate and dedicated Crown Agency modeled after the LCBO for the retail and distribution of recreational cannabis;
- storefronts with locations determined in collaboration with Ontario's municipal governments;
- online retail to enable consumers to purchase federally licensed marijuana through mail delivery;
- adjusting the legal age for consumption to align with Ontario's liquor and tobacco rules;
- prohibiting cannabis consumption in public spaces, workplaces, and in motorized vehicles consistent with existing rules;
- new enforcement measures to deter youth from holding, sharing, or consuming cannabis; and
- a public education campaign focused on prevention and harm reduction.

AMO has led engagement with municipal, provincial, and federal governments since cannabis legalization was first announced in April 2016. AMO has called for:

- Local influence on the location of retail outlets to promote community safety and to ensure the rollout of storefronts begins in willing municipalities.
- Adequate funding, training, and resource supports to enable municipal governments to follow provincial enforcement and implementation directions in time for legalization.
- Revenue from marijuana sales to finance new municipal responsibilities and other municipal needs.
- Collaboration with the Province to ensure Ontario communities and residents benefit from the economic development opportunities arising from regulated legal cannabis.

Moving forward, AMO will continue to work with the Province, through the AMO Marijuana Legalization Task Force and staff-level working tables, to ensure the implementation of a safe and effective Ontario model for cannabis regulation. AMO will also be providing input on the Province's proposed framework once consultations are underway to ensure municipal governments in Ontario have the ability to act in the best interests of residents and communities. Stay tuned as we transition towards the consultation and implementation phases of marijuana regulation — AMO will be providing members with updates on municipal interests and implications as they arise.

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

PLEASE NOTE: AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

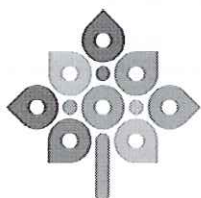
DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

OPT-OUT: If you wish to opt-out of these email communications from AMO please click [here](#).



Genevieve Scharback

From: Forests Ontario <do-not-reply=forestsontario.ca@mail235.atl221.rsgsv.net> on behalf of Forests Ontario <do-not-reply@forestsontario.ca>
Sent: Tuesday, September 12, 2017 3:00 PM
To: Genevieve Scharback
Subject: Ontario's Green Leaf Challenge Continues This Fall!



ONTARIO'S
**GREEN
LEAF**
CHALLENGE

The Ontario Government and Forests Ontario have invited Ontarians to celebrate Ontario's 150th birthday by taking part in the Green Leaf Challenge and helping us reach our goal to plant 3 million trees across the province.



We'd like to thank everyone who has already submitted their tree planting numbers to our online counter.

Let's keep the momentum going! If you haven't already, now is the time to upload your tree planting numbers. Here are two ways to submit your tree planting results:

- Register your organization and count your trees at greenleafchallenge.ca.

OR

- Download and fill in our bulk uploader, and send to Stephanie Prince (sprince@forestsontario.ca) to add your trees to the total.



PLANTING EVENTS

Add your planting events to the Green Leaf Challenge calendar

As one of our trusted partners, we invite you to submit your fall planting events to be listed in the Green Leaf Challenge event calendar.

Click here to access our Resources page and select "Submit an Event" to add your event to the calendar.

If you have questions about adding trees to the counter or adding events to the calendar, contact Stephanie Prince by email or by phone at 1-877-646-1193 ext. 225.

Please share this email with other groups that planted trees this spring so they can also report their results.

Forests Ontario will publish a press release in November to wrap up the program, so please be sure to add your trees by November 6th.

Earn these badges by contributing today!



September 1, 2017

Chair and Members
Lake Huron Primary Water Supply System
Joint Board of Management

Re: **2018 Operating & Capital Budget**

Enclosed please find a copy of the draft 2018 Budget for the Lake Huron Primary Water Supply System. You are receiving the document at this time in keeping with a request by the Board to receive the draft Budget a month in advance of the meeting at which it is to be considered. The balance of the agenda material for the upcoming meeting scheduled for Thursday, October 5, 2017, London City Hall, will be provided one week in advance of the meeting as per usual practice.

A handwritten signature in blue ink, appearing to read "J. Bunn".

J. Bunn
Committee Secretary

Enclosure



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File No. H17 (2017)

To: Chair and Members
Lake Huron Primary Water Supply System Board of Management

From: Kelly Scherr, P.Eng., MBA, FEC
Chief Administrative Officer

Meeting Date: October 5, 2017

Subject: 2018 Operating & Capital Budgets

RECOMMENDATION

That the following actions be taken by the Board of Management for the Lake Huron Water Supply System with regard to the 2018 Operating and Capital Budgets:

- a) The Board APPROVE the 2018 Operating Budget in the total amount of \$19,943,000 as presented;
- b) The Board APPROVE the 2018 Capital Budget in the total amount of \$2,625,000 as presented;
- c) The Board RECEIVE the 2019 to 2027 Capital Forecast for information;
- d) The Board APPROVE the 2018 rate for water of \$0.4846 per cubic meter; and,
- e) The Board RECEIVE the 2016 to 2022 Flow and Financial Analysis for information.

EXECUTIVE SUMMARY

The proposed operating and capital budgets present a balanced cost and revenue projection for 2018, and are consistent with the recently approved Financial Plan. The proposed water rate for 2018 of 48.46 cents per cubic meter of water will adequately address capital, operating and administrative requirements as currently projected. The Financial Plan continues to be a key element in the long term strategic approach that addresses both infrastructure and operating issues, and ensures fiscal responsibility to maintain a reliable and sustainable water supply to the benefiting municipalities and consumers.

Cost projections presented in the 2018 budget include the operating costs within the extended term of the agreement with the contracted operating authority, which now incorporate the current and future costs for the operation of the new Residuals Management Facility.

The 2018 Capital Budget builds on the Asset Management Plan, and utilizes the Customer Level of Service framework and Risk Mitigation strategy recently approved by the Board. This includes the utilization of the new business case process to better quantify anticipated costs, savings, and service impacts to the water supply system.

The projects and initiatives in the 2018 Capital Budget are presented in this report within two primary groupings; lifecycle projects that maintain the existing levels of service, and service improvements which address enhancements to levels of service, support growth of the system and increasing water demands, address regulatory changes, or increased efficiency. A proposed capital project may touch, in part, all of these aspects, however they are presented in the budget according to their respective primary driver.



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PROPOSED 2018 OPERATING BUDGET

2018 Water Rate

It is proposed in this budget that the water rate for the wholesale of water to the benefiting municipalities be set at \$0.4846 per cubic meter (48.46¢ per cubic meter). In responding to regulatory, operational and inflationary pressures, this proposed 2018 rate represents a 3% increase from the current rate and is consistent with the projected rate increase previously reported to the Board in the 2017 Budget and the recently approved Financial Plan.

2018 Budget Volume

Allowing for the current rate of population and water demand growth within the benefiting municipalities, as well as anticipated impacts of water conservation, the projected 2018 treated water volume included in the budget of 41.11 million cubic meters represents a 1.75% decrease compared with the 2017 budgeted volume, and approximately 9.2% lower than the anticipated 2017 actual supplied volumes by year-end.

Approved 2017 budget volume	41,829,500 m ³
Anticipated 2017 year-end volume	44,905,300 m ³
Proposed 2018 volume	41,110,000 m ³

A conservative estimate of volume was utilized for the 2018 budget due to revised long-term projected consumption, largely within the City of London, but remains reflective of long-term system consumption patterns throughout the region. Although consumption so far this year has been higher than anticipated, principally due to the drier spring weather, it is the opinion of staff that the annualized projected volume will continue to trend lower on average for the next few years and the conservative volume in this budget is appropriate.

Although lower volumes do cause some short-term financial pressures, they are typically beneficial in the very long-term due to the deferral of growth-related works such as water treatment capacity expansions and transmission pipelines. Water demand projections and anticipated capital works are reviewed regularly to ensure capital projects are appropriately coordinated and timed, and will be reviewed again during future revisions to the Master Water Plan and Asset Management Plan. Further, the recently adopted business case process as part of the Asset Management Plan promotes a risk mitigation and level of service strategy which further addresses the appropriate timing of necessary projects.

Operating Expenditures

The two single largest operating costs for the water supply system is the contract costs for the operation and maintenance of the water supply system with the Board's Operating Authority, the Ontario Clean Water Agency ("OCWA"), as well as the purchase of power for the system. The 2018 projected total operating costs are budgeted at approximately \$10.402 million, reflecting an 8.9% projected increase compared to the 2017 budget. Of the \$10.4 million, energy comprises approximately 42.3% of operating expenditures.



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The net increase in operating costs is largely attributed to the addition of the Residuals Management Facility (RMF) within the service agreement with OCWA. Now that the facility is in full operation, the true costs of operating, maintaining and repairing the new facility is known and better incorporated into the budget projections. Other savings within the operating budget have reduced the net impact of the addition of the RMF operation.

The Service Fee currently paid to OCWA is solely comprised of a general component (reflecting labour, material and chemical costs, etc.) paid by the Board. The electrical cost is paid directly by the Board resulting in significant savings in handling costs previously paid to the contracted operating authority. As electricity can be highly variable on a year-over-year basis, the risk of market volatility has summarily been assumed by the Board and mitigated through the Board's energy procurement strategy.

Notwithstanding the long-term benefits being realized with the deferral of growth-related capital, it is anticipated that the short-term cost drivers will continue to be the escalating operating costs and capital renewal and reinvestment requirements of the fifty year old aging infrastructure.

The Board previously received and accepted an energy, conservation and pump optimization study report which reviews possible cost saving and efficiency measures related to the procurement and usage of electrical energy and the associated pump strategy for the system. A number of efficiency recommendations were received and incorporated into the Asset Management Plan and Financial Plan, which require the development of a business case to better quantify anticipated costs, savings, and service impacts. The proposed capital plan has started to incorporate some of the energy efficiency projects, with further projects to be considered in future.

Administration and Other Expenditures

The Administration and Other Expenditures projected for the 2018 budget of approximately \$1.87 Million represents an \$85,000 net increase over the 2017 budget amount. This net increase is due to numerous changes to the water supply system, summarized as follows:

- Overhead and service costs: the administration charges paid to the City of London for such services as accounts payable/receivable, clerical support, and budget administration was increased to reflect current actual costs to the city.
- Wage adjustments: An allowance for wage adjustments has been carried in the proposed 2018 budget to accommodate potential adjustments, including overtime and adjustments to benefits.
- An allowance for additional staff, as previously approved by the Board, in support of the implementation of improvements to the business operation of the Board, the implementation of the asset management program, and changes to the associated business systems required.

Security Audit

The recently completed and approved Security Audit and Threat Risk Vulnerability Assessment recommended a number of capital and operating investments to the regional water system, including staffing resources. The proposed 2018 Operating Budget currently does not include any anticipated staffing changes specifically related to security. Board staff are in the process of completing the development of an implementation and resource plan, and a comprehensive report will be presented to the Board at a future meeting including any recommended changes to the 2018 Operating Budget.



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PROPOSED 2018 CAPITAL PLAN

The Proposed 2018 Capital Budget reflects a number of projects to address capital improvements and critical reinvestment in the water supply system's assets, as well as regulatory requirements, ongoing and proposed Board initiatives. Project specific summaries are provided in Appendix A of this report for the Board's information.

Financial Plan and Asset Management Plan

The recently approved Asset Management Plan and Financial Plan provided an assessment of anticipated capital projects, based on condition assessments, operational assessments provided by our contracted operating authority, and previously undertaken studies available at that time. In the development of the 2018 Capital Budget, a business case is created for each project which outlines the scope of the issue that needs to be addressed, options, cost estimates, and project dependencies. The business case process is linked with our Customer Level of Service framework and Risk Mitigation strategy in order to better prioritize and direct funds in a more strategic fashion and in consideration of financial constraints which may be experienced.

Within this framework, a capital project may be "lifecycle" in nature and required in order to maintain a level of service, and/or "service improvement" in nature which may address:

- Enhancement to the level of service (including safety and security);
- Support of system growth or growth in water demands;
- Address regulatory changes; or,
- Increase efficiency.

The level of capital investment will vary from year-to-year, most especially for projects related to system or water demand growth. The Asset Replacement Reserve is used for lifecycle projects, while the Capital Reserve is used for system improvements. A given project, in principle, may address multiple elements within the Customer Level of Service framework, and therefor may require the utilization of both the Asset Replacement Reserve (lifecycle) and the Capital Reserve (service improvement).

It is important to note that the anticipated projects outlined in the Asset Management Plan tend to be based on risk mitigation in the first five-year planning period, and systemic or age-related in nature for the remaining 25+ year planning period. In addition, the financial information presented in the Asset Management Plan is considered an unconstrained financial projection; meaning without consideration of such things as other operational needs and financial constraints (e.g. borrowing capacity) experienced by the water supply system.

The Financial Plan is utilized to incorporate the needs identified in not only the Asset Management Plan, but also the Master Water Plan (growth study) and other studies undertaken by the system, as well as the evolving operational and administrative needs of the system to better constrain the financial requirements and implications to the system. During the development of the annual budget the projections in the Financial Plan are measured and adjusted according to actual conditions, which will consequently affect the capital plan in each fiscal year.



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2018 Capital Plan

The new Financial Plan approved by the Board recommends an average year-end balance for the Asset Replacement Reserve in the order of \$7.5 million. Although the actual investment and commitment rate may vary year to year, the current capital plan maintains the average investment rate as outlined in the Asset Management Plan and Financial Plan.

In contrast, the Capital Reserve is intended to grow significantly over time to provide a sufficient base for funding large growth-related projects in future. The balance of generational investment equity (utilization of reserves established by current users, versus debt incurred and paid by future users) has yet to be fully quantified, and will be addressed in future Master Water Plan and Financial Plan studies. There are no significant growth-related expenditures within the current planning period, and staff are satisfied that the issue of generational equity can be addressed within a reasonable timeframe.

Previously approved capital budgets provided a significant investment in existing and new infrastructure. As outlined in the Asset Management Plan, the next five-year planning period is chiefly comprised of lifecycle projects needed to address the now fifty year old water system.

Lifecycle Projects (Maintain LOS)

Proposed projects in the 2018 Capital Budget which address maintaining the system's level of service are:

- LH1207 Concrete Crack Injection
- LH1369 Filter Media Replacement
- Pipe Conveyance System
- Control Panel/Wire Cleanup
- Roof Replacement
- Travelling Screen #1 Replacement
- LH1338 Plant Instrumentation
- Distressed Pipe Replacement Program
- Arva Victaulic Repair
- RMF Settling Plate Assessment
- Sluice Gate Repairs
- PAC System Assessment

In addition to the above-noted capital projects, the 2018 Capital Budget includes LH1316 Annual Maintenance which funds, in part, maintenance and repair projects undertaken by the contracted operating authority, the Ontario Clean Water Agency. All maintenance and repairs of the system's assets are the obligation of the contracted operating authority to undertake in accordance with the Service Agreement. For activities of maintenance and repair where the value of the material and any contracted specialty service exceed \$30,000 (adjusted annually by CPI), the Board is responsible for the value of the work in excess of the \$30,000 (as adjusted). To facilitate this work, the Capital Budget includes an Annual Maintenance project which is utilized to fund this contractual obligation of the Board.

A summary of the capital projects are provided in Appendix A of this report.



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Service Improvement Projects (Enhanced LOS, Growth, Regulatory Changes, Efficiency)

Proposed projects in the 2018 Capital Budget for which the primary driver is service improvement are:

- LH1900 Record Drawings & Documents
- High Lift Pump Replacement
- HVAC Smoke Alarm
- Inactivation Control Strategy
- Security Upgrades
- Alum Flow Switch
- Raw Water Flow Meter Replacement

A summary of the capital projects are provided in Appendix A of this report.

CAPITAL FORECAST

A number of capital projects are projected beyond the 2018 Capital Budget year, which will have an impact on the financial forecast and future water rates for the water system. Some of these capital projects were anticipated in previous budget forecasts, and are now inclusive of the recently completed Asset Management Plan and Financial Plan. As previously noted, staff undertake a complete business case assessment for each project to confirm the costs, timing, and priority of the project, consistent with our new Customer Level of Service framework and Risk Mitigation strategy. Initial efforts related to the development of business cases are focused on projects anticipated within the first five projected years (2018 to 2022), and then other projects and initiatives beyond 2022 thereafter.

The recently completed Residue Management Plant, Pipeline Twinning, and the Backup Generator projects had a significant impact on the water system's Reserve Fund requiring the use of debt for financing these projects. For this reason, it is increasingly important for the system to continue the implementation of the Financial Plan recently completed and presented to the Board for its consideration.

The next update to the Board's Master Water Plan is proposed for 2019, and the Asset Management Plan and Financial Plan is anticipated to be initiated in 2020.

FLOW AND FINANCIAL ANALYSIS

Included in the budget package is a forward projection of annual volumes and financial projections beyond 2018, and provides a summary analysis of one option for rate increases and the use of debt. This projection has incorporated the recommendations from the recently updated Financial Plan and revisions to the financial model.

The projected operating expense beyond 2018 assumes that the cost of operating the system under the new contract is consistent with the amended operating agreement with the Ontario Clean Water Agency to 2022. In addition, energy expenditures projected beyond 2018 have assumed a reasonable escalation of costs, tied to the anticipated annual volumes projected.



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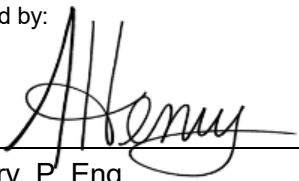
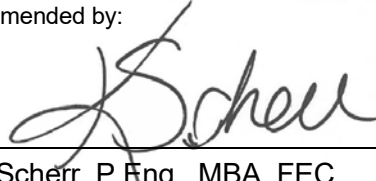
Conceptually, the Asset Replacement Reserve is required to provide a stable funding source for capital programs designed to replace, maintain and potentially extend the asset life to its full potential. Accordingly, the contribution to the Asset Replacement Reserve fund year-over-year should be relatively consistent, on average, with minor variations accounted for as the Asset Management Plan is implemented.

Conversely, the Capital Reserve Fund is intended for new growth-related capital programs and system improvement initiatives. As these programs tend to be infrequent and periodic in nature, the reserve fund balance in the Capital Reserve may significantly increase or significantly decrease in any given year depending on the programs undertaken. The Board's ultimate objective, as discussed in the Financial Plan, is to fund capital projects in the long-term without the extensive use of debt. Accordingly, this objective subsequently requires a greater use of Reserve funds than might be experienced by municipalities, and significant increases in balances to finance periodic future expenditures. Notwithstanding, the issue of generational equity remains to be fully addressed in future Financial Plans.

In accordance with the Financial Plan and Board resolution, the target balance of the Emergency Reserve Fund is established at \$2 million, wherein contributions will be discontinued when the Emergency Reserve Fund balance reaches the target value. The Emergency Reserve Fund is intended to fund unplanned emergency-related projects such as pipeline failures, tank ruptures and treatment process failures.

Acknowledgement

Preparation of these budget documents was undertaken by the Regional Water Supply Division staff with the assistance of Debbie Gibson and City of London Financial Services.

Report Prepared by:	Recommended by:
	
Andrew Henry, P. Eng. Division Manager, Regional Water Supply	Kelly Scherr, P.Eng., MBA, FEC Chief Administrative Officer

Appendix A: 2018 Capital Project Summary

Attachments: 2018 Operating and Capital Budgets and Nine Year Capital Forecast, October 5, 2017



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APPENDIX A: 2018 CAPITAL PROJECT SUMMARY

Lifecycle Projects (Maintain LOS)

LH1207 – Concrete Crack Injection (multi-year program): Much of the facility, including chemical and water storage tanks, is constructed of concrete which, over time, cracks and deteriorates. The initial condition survey undertaken by the contracted operating authority identified several locations throughout the facility where significant cracks had formed which would accelerate the deterioration of the facility. This program proposes sealing the significant and high-risk cracks throughout the facility on a systemic basis.

LH1316-18 – Annual Maintenance (ongoing program): This capital project is provided on an annual basis pursuant to the Operations, Maintenance and Management Agreement with the contracted Operating Authority, the Ontario Clean Water Agency (OCWA), as a source of financing for Capital Maintenance projects undertaken by the contracted operating authority with the Board's approval. Capital Maintenance is generally defined [*paraphrased*] as the maintenance or repair of equipment or assets which because of the amount of the expenditure is typically "capital" in nature rather than operational. The benchmark used to determine Capital Maintenance projects is that if the cost of the material and any contracted labour (exclusive of OCWA labour) is over \$30,000 (plus indexed inflation), then the project is considered Capital Maintenance and OCWA is responsible for expending the first \$30,000 (plus indexed inflation) and the Board would fund the remaining cost.

LH1338 – Plant Instrumentation (ongoing program): Much of the plant's online analyzers are beyond their useful life. This program funds a systematic replacement of the water system's online analyzers that are critically necessary to ensure ongoing compliance with regulations and the system's Municipal Drinking Water Licence.

LH1369 – Filter Media Replacement (multi-year project): the twelve dual-media filters used at the water treatment plant, the final stage of treatment before transmission to the benefiting municipalities, are original from the construction in the mid-1960s and have not been replaced. All filters have shown signs of deterioration due to age. This project undertakes the systemic replacement of the media within the filter boxes, as well as the filter rate valves and control valves, with an allowance for repairs to the existing filter block and drains as needed. The filter media will be replaced in two filters per year over a six year program, with 2018 being the fifth year of the program. This program does not replace the entire filtration system, which would include the filter block, underdrains, channels, and associated control systems and backwash equipment.

Distressed Pipe Replacement Program (multi-year program): As a result of the condition assessment and subsequent data from the Acoustic Fibre Optic Monitoring System within the 1200mm high pressure transmission pipeline, the water system has recently replaced two high-risk pipe segments on the pipeline. This program proposes to replace additional high-risk pipe segments on a systemic basis. The 2018 program also includes a detailed assessment of the monitoring data accumulated to date to develop a predictive model to further refine and determine targeted replacements for the next five years.



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Pipe Conveyance System: Full-length replacement pipe segments, repair pieces, and associated equipment necessary for the emergency (or planned) repair of the 1200mm transmission pipeline are stored at the water treatment plant. The full-length pipe segments are approximately 5 metres in length and weigh approximately 6000kg each. To load the pipe segments and repair pieces onto a transport trailer, the pipes and repair pieces must be moved from the storage building to the building exterior in order to utilize a boom truck or crane. The existing small-gauge rail system is failing and is a safety hazard when used. The project looks to replace the existing pipe conveyance system.

Arva Victaulic Repair: The coupling from the transmission pipeline to cell #2 of the Arva terminal reservoir is leaking. This was identified during the initial condition survey undertaken by OCWA at the start of their contract. A failure at this location would result in draining both the terminal reservoir and the 1200mm pipeline to about Denfield, and a general loss of supply to the entire region. This project proposes to undertake an engineering assessment of the repair options, constructability, anticipated costs, and construction scope for a future repair or replacement project.

Control Panel/Wire Cleanup: Previous changes, upgrades and replacements at the water treatment plant over its fifty year history has resulted in a significant number of panels that have been virtually abandoned in place, in whole or in part. In order to ensure operational responsiveness, it is necessary to investigate each panel, determine if any of the control wires are still active, and remove any abandoned panels and wiring currently in place.

RMF Settling Plate Assessment: Unanticipated flow conditions during backwash are resulting in accelerated deterioration of the settling plate packs in the equalization/settling tanks within the Residuals Management Facility. A process specialist has undertaken an initial review of the condition of the process, and has recommended a full engineering assessment to identify mitigation measures or alterations to be undertaken to eliminate damage to the plate packs.

Roof Replacement: Initial condition survey completed at the beginning of OCWA's contract noted several roof sections at the water treatment plant to be in poor condition and requires replacement. The 2018 project will replace the roof over the high lift pump area, and the roof on the chlorine building.

Sluice Gate Repairs: All sluice gates throughout the water treatment plant are original to plant construction (fifty years old) and are leaking. A significant leak has developed at the low lift sluice gate which isolates the plant from the lake. This is a substantial safety risk to staff during annual maintenance in the low lift well and must be addressed.

Travelling Screen #1 Replacement: Travelling Screen #1 is original to the plant construction (fifty years old) and requires replacement. The travelling screens located at the low lift pump station prevent debris, fish and other large suspended materials from entering the pump station. Travelling screen #2 and #3 were previously replaced.

PAC System Assessment: The existing Powder Activated Carbon dosing and transfer pumps are at the end of their useful life, and the concrete bulk storage tanks have deteriorated and are leaking into the transfer pump area. In addition, the recently completed Water Quality Facility Plan identified issues with regard to the dosing point which should be addressed. A detailed engineering assessment of the PAC pumps, storage tanks, and dosing philosophy (application points) is required.



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Service Improvement Projects (Enhanced LOS, Growth, Regulator Changes, Efficiency)

LH1900 – Record Drawings and Documents (ongoing program): As a requirement of the water system's Municipal Drinking Water Licence and the Drinking Water Systems Regulation (O.Reg. 170) of the Safe Drinking Water Act, this project is a systemic program to ensure that the water system's record drawings and system documentation are accurate and be kept up to date.

Security Upgrades: The recently completed Security Audit and Threat Risk Vulnerability Assessment provided policy, resource, and site-specific recommendations to mitigate security and safety risks at all facilities. The project proposed is a multi-year allowance to undertake security-related modifications to all facilities, based on the criticality assessment and recommendations of the security specialist.

High Lift Pump Replacement: The recently completed Energy Audit and Pump Optimization Study identified the high lift pumps at the water treatment plant and McGillivray intermediate pump station as a significant opportunity for energy optimization and savings. Although the ideal solution would be to replace all nine of the 3000hp pumps with a more optimal pump set-up, the projected (2019-2020) costs assume a more cost effective short- to mid-term solution of replacing two pumps. The 2018 project will provide a detailed engineering assessment and design work necessary to confirm the construction requirements, anticipated savings, and available funding from IESO and other government agencies.

Alum Flow Switch: The recently completed Water Quality Facility Plan identified that in the event of an alum dosage failure, plant operators are unable to quickly identify and respond to the treatment process changes within a reasonable timeframe. At a minimum, this would likely result in having to shut down the plant and purge the flocculation and settling tanks. At worst, it could potentially lead to an Adverse Drinking Water Quality Incident and boil water advisory across the region. The addition of treatment detection and failure alarms into the SCADA system avoids the risk of inadequate treatment and the potential of an Adverse Drinking Water Quality Incident.

HVAC Smoke Alarm: Currently there is no fire or smoke detection at the water treatment facility, and following the fire incident in the South Polymer room in 2016, it was determined that the HVAC system had no ability to shut down in the event of smoke being detected. This project proposes to initially install smoke detection at the water treatment plant, tied to the HVAC system to prevent smoke from being carried throughout the facility. As a result of the Security Audit and Threat Risk Vulnerability Assessment, further future projects may be required to address fire/smoke detection, response and recovery at this and other facilities.

Raw Water Flow Meter Replacement: The raw water flow meters, essential to the plant treatment processes and control systems, are original to the plant construction and at the end of their service life, with limited availability of replacement parts. The accuracy and reliability of the meters are suspect and the meters must be replaced.

Inactivation Control Strategy: The Water Quality Facility Plan identified a potential concern with regard to pathogen inactivation under high flow and poor raw water quality conditions. A detailed study is proposed to review the current inactivation control strategy at the water treatment facility, validate the Contact Time assessment previously undertaken, and make recommendations to further reduce risks associated with pathogens in the water treatment processes.



Lake Huron

Primary Water Supply System

**2018 Operating and Capital Budgets
and Nine Year Capital Forecast**

October 5, 2017

Lake Huron Primary Water Supply System 2018 Budget

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**Lake Huron Primary Water Supply System
2018 Operating Budget
Revenue and Expenditure Summary
(\$000's)**

	2017 Approved Budget	2018 Proposed Budget	Incr (Decr) Over 2017	% Budget Incr (Decr)	2017 Year End Projection
Revenue					
Volume Revenues ⁽¹⁾	19,680	19,923	243	1.2%	21,128
Other Revenues	20	20	0	0.0%	48
Total Revenue	\$ 19,700	\$ 19,943	\$ 243	1.2%	\$ 21,176
Expenditures					
Total Service Contract Costs ⁽²⁾	9,551	10,402	851	8.9%	10,074
Administration and Other Expenditures	1,784	1,869	86	4.8%	1,540
Debt Principal Repayments ⁽³⁾	1,140	1,197	56	4.9%	1,140
Interest on Long Term Debt ⁽³⁾	229	182	(47)	(20.5)%	229
Contribution to Reserve Funds	6,996	6,293	(703)	(10.0)%	8,193
Total Expenditures	\$ 19,700	\$ 19,943	\$ 243	1.2%	\$ 21,176

* subject to rounding

Notes:

(1) A volume decrease is anticipated in 2018 (from 41,829,500 m³ in 2017 to 41,110,000 m³ in 2018) due to conservation within municipal distribution systems. Rates per m³ are proposed to increase by 3.0%.

(2) Part of the service contract costs are direct to the Lake Huron system (i.e. electricity), while all other costs are fixed to the annual operating costs included in the bid price from the Ontario Clean Water Agency.

(3) Refer to page 9 for more information on debt.

**Lake Huron Primary Water Supply System
2018 Operating Budget
Administration & Other Expenditures
(\$000's)**

Administration & Other Expenditures	2017 Approved Budget	2018 Proposed Budget	Incr (Decr) Over 2017	% Budget Incr (Decr)	2017 Year End Projection
Management & Administrative Personnel ⁽¹⁾	519	699	180	34.7%	445
Support and Overhead Costs ⁽²⁾	203	208	5	2.5%	203
Payment in Lieu of Taxes	270	268	(2)	(0.7)%	271
Insurance (Director & Officers, General Liability)	325	330	5	1.5%	315
Financial/Office Expenses ⁽³⁾	254	250	(4)	(1.6)%	230
Information Technology Maintenance ⁽⁴⁾	100	27	(73)	(73.0)%	25
Purchased Services (Legal, Consulting, Locates etc.) ⁽⁵⁾	113	87	(26)	(23.0)%	52
Total Administration & Other Expenditures	\$ 1,784	\$ 1,869	\$ 85	4.8%	\$ 1,541

Notes:

(1) Management & Administrative Personnel costs have increased due to the restructuring report approved by the Board on March 9/17 along with anticipated wage adjustments (in accordance with collective agreements).

(2) Support and Overhead Costs reflect the costs charged by the Administering Municipality for various administrative functions (e.g. Finance, Purchasing, Human Resources, Risk Management, etc.).

(3) Financial/Office Expenses include other administrative expenses such as leased space, training/seminars/conventions, computer leasing, and sampling and research initiatives. Primary driver is reductions in expected landowner payments.

(4) For the 2018 budget year, the budget for Annual IT Maintenance has been decreased based on the last 3 years' actual expenditures.

(5) The 2018 decrease in Purchased Services is attributable to refinement in costs resulting from the new utility locate arrangements with ON1Call and G-Tel which started in 2016.

**Lake Huron Primary Water Supply System
2018 Budget
2018 Capital Plan with Forecast for 2019 to 2027
(\$000's)**

		Project Total	Prior Years Budget	2017 Approved Budget	2018 Proposed Budget	2019	2020	2021	2022	2023 to 2027
#	Description									
LH1020	Financial Plan	100					50			50
LH1204	McGillivray HVAC Replacement	1,750							1,750	
LH1207	Concrete Crack Injection	120	30		30		30		30	
LH1222	Low Life Pump #2 - Refurbishment	390	270	120						
LH1224	Division Vehicle	15		15						
LH1226	Emergency Chlorine Shut-off Actuators	190		190						
LH1316xx	Annual Maintenance ⁽¹⁾	1,500	125	125	125	125	125	125	125	625
LH1333	Asset Management Plan	300					150			150
LH1338	Plant Instrumentation	900	75	75	75	75	75	75	75	375
LH1341	Sodium Hydroxide Metering Pump	75		75						
LH1352	Arva Reservoir Structural Repairs	2,000						2,000		
LH1369	Filter Media Rebuild	1,530	300	380	425	425				
LH1383	Server Room Fire Suppression	30		30						
LH1384	Filter Rate Meters	200		200						
LH1386	Chemical Delivery Panel	75		75						
LH1387	B Line Road Monitoring Station	40		40						
LH1388	Coagulation Optimization Study	50		50						
LH1389	Flow Control Strategy and Storage Study	25		25						
LH1390	Security Assessment and Audit	25		25						
LH1428	Distressed Pipe (11-5) Replacement	250		250						
LH1900	Record Drawings & Documents	25		5	5		5		5	5
LH3015-2	Lake Huron Master Plan Update	200				100				100
LH1906	Divisional Office Expansion	130		130						
Proposed	Distressed Pipe Replacement	1,550			350		300		300	600
Proposed	Pipe Conveyance System	30			30					
Proposed	Security Upgrades	550			150	100	100	100	100	
Proposed	High Lift Pump Replacement	7,025			125	1,300	5,600			
Proposed	Alum Flow Switch Install	30			30					
Proposed	Arva Victaulic Repair	50			50					
Proposed	Control Panel/Wire Cleanup	25			25					
Proposed	HVAC Smoke Alarm	100			100					
Proposed	PAC System Assessment Study	50			50					

cont'd

**Lake Huron Primary Water Supply System
2018 Budget
2018 Capital Plan with Forecast for 2019 to 2027
(\$000's)**

		Project Total	Prior Years Budget	2017 Approved Budget	2018 Proposed Budget	2019	2020	2021	2022	2023 to 2027
#	Description									
Proposed	Raw Water Flowmeter Replacement	125			125					
Proposed	RMF Settling Plate Study	50			50					
Proposed	Roof Replacement	200			200					
Proposed	Sluice Gate Repairs	150			150					
Proposed	Travelling Screen #1 Replacement	500			500					
Proposed	Review Inactivation Control Strategy and UV Upgrade	30			30					
Proposed	Hydraulic/Transient Model Update & Transient Monitoring	500					100	300	100	
Proposed	McGillivray Electrical Upgrades	4,075				400		3,675		
Planned	Building Repairs	50				50				
Planned	Flocculator Walking Beam Rehab	200						200		
Planned	LL Building - Curtain Wall/Clearstory Window Replacement	156						156		
Planned	LL Building - Roofing	572						572		
Planned	LL, HL, BW Pump Refurbishment	390				390				
Planned	LL/Clearwell Sluice Gate Replacement	260						260		
Planned	McGillivray Pumps & Valves Refurbishment	3,842							3,842	
Planned	PAC Feed/Transfer Pump System Replacement	715						715		
Planned	Pump Station #3 Chlorinator	100				100				
Planned	Source Water Protection Assessment	50				50				
Planned	Pre-treatment System Modifications	1,000						1,000		
Planned	Crop Yield Monitoring - 2012 Rupture	90				90				
Planned	Crop Yield Monitoring - 2014 Pipeline Twinning	240						240		
		\$ 32,625	\$ 800	\$ 1,810	\$ 2,625	\$ 3,205	\$ 6,535	\$ 9,418	\$ 6,327	\$ 1,905

Notes:

(1) Capital account for Board contributions to maintenance projects undertaken by the operating authority.

Lake Huron Primary Water Supply System
2018 Budget
Source of Financing
(\$000's)

Funding Source	2017 Approved Budget	2018 Proposed Budget	2019	2020	2021	2022
Asset Replacement Reserve Fund	1,240	2,189	1,715	1,951	5,562	6,223
Capital Reserve Fund	320	436	1,490	4,584	3,856	104
Emergency Reserve Fund	250		-	-	-	-
Debenture	-		-	-	-	-
Other Funding Sources	-		-	-	-	-
Total Capital Funding	\$ 1,810	\$ 2,625	\$ 3,205	\$ 6,535	\$ 9,418	\$ 6,327

**Lake Huron Primary Water Supply System
2018 Budget
Asset Replacement Reserve Fund Analysis and Continuity Schedule
(\$000's)**

Asset Replacement Reserve Fund ⁽¹⁾	Actual	Projected					
	2016	2017	2018	2019	2020	2021	2022
Reserve Fund Opening Balance	15,220	16,032	8,427	8,907	9,780	10,448	7,496
Sources:							
Current Year Operating Contributions	3,500	2,805	2,500	2,421	2,439	2,450	4,171
Proceeds from Sale of Assets							
Transfer from Capital Reserve Fund							
Net Interest Earnings - 1.8% ⁽²⁾	258	220	169	167	180	160	116
Total Sources	\$ 18,978	\$ 19,057	\$ 11,096	\$ 11,495	\$ 12,399	\$ 13,058	\$ 11,783
Uses:							
Total Lifecycle Capital Projects	293	1,240	2,189	1,715	1,951	5,562	6,223
Less: Other Funding Sources							
Less: Debenture Requirement							
Net Current Year Fund Draws ⁽³⁾	293	1,240	2,189	1,715	1,951	5,562	6,223
Prior Years Capital Expenditures	2,653	9,390					
Total Uses	\$ 2,946	\$ 10,630	\$ 2,189	\$ 1,715	\$ 1,951	\$ 5,562	\$ 6,223
Reserve Fund Ending Balance	\$ 16,032	\$ 8,427	\$ 8,907	\$ 9,780	\$ 10,448	\$ 7,496	\$ 5,560

Notes:

(1) The Asset Replacement Reserve Fund was established in 2008 to fund projects of a lifecycle nature to maintain existing levels of service and has an average annual target ending balance of \$7.5M.

(2) Projected net interest earnings based on an average rate of anticipated sources and uses of funds.

(3) Drawdowns are based on full/committed capital needs and not intended to project the actual cash flow of funds being utilized in a particular year.

**Lake Huron Primary Water Supply System
2018 Budget
Capital Reserve Fund Analysis and Continuity Schedule
(\$000's)**

Capital Reserve Fund ⁽¹⁾	Actual	Projected					
	2016	2017	2018	2019	2020	2021	2022
Reserve Fund Opening Balance	2,137	5,876	9,015	12,564	15,006	14,308	14,269
Sources:							
Current Year Operating Contributions	3,721	3,688	3,793	3,686	3,624	3,563	1,498
Net Interest Earnings - 1.8% ⁽²⁾	39	135	192	246	261	255	269
Total Sources	\$ 5,897	\$ 9,699	\$ 13,000	\$ 16,496	\$ 18,891	\$ 18,126	\$ 16,036
Uses:							
Total System Improvement & Growth Projects		320	436	1,490	4,584	3,856	104
Less: Other Funding Sources							
Less: Debenture Requirement							
Net Current Year Fund Draws ⁽³⁾	-	320	436	1,490	4,584	3,856	104
Prior Years Capital Expenditures ⁽³⁾	21	364					
Transfer to Asset Replacement Reserve Fund							
Total Uses	\$ 21	\$ 684	\$ 436	\$ 1,490	\$ 4,584	\$ 3,856	\$ 104
Reserve Fund Ending Balance	\$ 5,876	\$ 9,015	\$ 12,564	\$ 15,006	\$ 14,308	\$ 14,269	\$ 15,933

Notes:

(1) The Capital Reserve Fund was established to fund projects of a growth nature, enhancing levels of service, or address issues which are regulatory or safety in nature.

(2) Projected net interest earnings based on an average rate of anticipated sources and uses of funds.

(3) Drawdowns are based on full capital needs and not intended to project the actual cash flow of funds in a particular year.

**Lake Huron Primary Water Supply System
2018 Budget
Emergency Reserve Fund Analysis and Continuity Schedule
(\$000's)**

Emergency Reserve Fund ⁽¹⁾	Actual	Projected					
	2016	2017	2018	2019	2020	2021	2022
Reserve Fund Opening Balance	353	676	1,936	1,971	2,006	2,042	2,079
Sources:							
Current Year Operating Contributions	400	1,700					
Net Interest Earnings - 1.8% ⁽²⁾	5	10	35	35	36	37	37
Total Sources	\$ 758	\$ 2,386	\$ 1,971	\$ 2,006	\$ 2,042	\$ 2,079	\$ 2,116
Uses:							
Current Year Capital Expenditures ⁽³⁾		250					
Prior Years Capital Expenditures ⁽³⁾	82	200					
Total Uses	\$ 82	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve Fund Ending Balance	\$ 676	\$ 1,936	\$ 1,971	\$ 2,006	\$ 2,042	\$ 2,079	\$ 2,116

Notes:

(1) The Emergency Reserve Fund was established in 2011 to fund projects that arise on an emergency basis. This funding is to be in place outside of the Capital and Asset Replacement Reserve Funds and their defining guidelines. Contributions will be capped once the reserve fund balance reaches \$2.0 million.

(2) Projected net interest earnings based on an average rate of anticipated sources and uses of funds.

(3) Drawdowns are based on full capital needs and not intended to project the actual cash flow of funds in a particular year.

Lake Huron Primary Water Supply System
Flow and Financial Analysis Summary
(\$000's)

Factors	Actual	Approved	Projected					
	2016	2017 Budget	2017	2018	2019	2020	2021	2022
Rate Increase ⁽¹⁾	4.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Total Flow m ³	45,350,636	41,829,500	44,905,300	41,110,000	40,607,521	40,111,279	39,621,225	39,137,287
Total Water Rate \$/m ³	0.4568	0.4705	0.4705	0.4846	0.4992	0.5141	0.5296	0.5454
Flow Volume Revenues	20,726	19,680	21,128	19,923	20,270	20,623	20,982	21,347
Other Revenue	49	20	48	20	20	20	20	20
Total Revenue	\$ 20,775	\$ 19,700	\$ 21,176	\$ 19,943	\$ 20,290	\$ 20,643	\$ 21,002	\$ 21,367
Operating Expenses ⁽²⁾	10,250	9,551	10,074	10,402	10,896	11,293	11,705	12,419
Administrative Expenses	1,581	1,784	1,540	1,869	1,906	1,906	1,906	1,906
Debt Servicing Costs ⁽³⁾	1,323	1,369	1,369	1,379	1,381	1,381	1,378	1,373
Total Operating & Administrative Expenses	\$ 13,154	\$ 12,704	\$ 12,983	\$ 13,650	\$ 14,183	\$ 14,580	\$ 14,989	\$ 15,698
Asset Replacement Reserve Fund Contributions	3,500	2,708	2,805	2,500	2,421	2,439	2,450	4,171
Capital Reserve Fund Contributions	3,721	3,688	3,688	3,793	3,686	3,624	3,563	1,498
Emergency Reserve Fund Contributions	400	600	1,700	-	-	-	-	-
Total Expenses	\$ 20,775	\$ 19,700	\$ 21,176	\$ 19,943	\$ 20,290	\$ 20,643	\$ 21,002	\$ 21,367

Notes:

(1) Rate increases recommended are consistent with the approved Financial Plan which provide for prudent financial planning to accommodate inflation, new capital requirements and adequate reserve fund balances.

(2) Operating expense projections reflect annual inflationary increases and anticipated adjustments, in accordance with the service agreement with the contracted operating authority.

(3) Debenture Requirements:

- Debt authorized (2007) for the PLC & SCADA Systems Upgrade (LH1330) in the amount of \$1.75M was issued in 2012 with payments beginning in 2013 (all-in interest rate of 2.8% for a 10 year term).
- Debt authorized (2006) for the Backup Generator (LH1326) in the amount of \$1.5M was issued in 2013 with payments beginning in 2014 (all-in interest rate of 3.3% for a 10 year term).
- Debt authorized for the Residue Management Plant (LH1902) in the amount of \$16M was partially issued in 2015 (\$7M) with payments beginning in 2016 (all-in interest rate of 1.9% for a 10 year term). It is not expected that any further debt will be required for this project.
- Prior year debt authorized for the Huron Transmission Main Twinning (LH1305) in the amount of \$4M was partially issued in 2015 (\$1.665M) with payments beginning in 2016 (all-in rate of 1.9% for a 10 year term). Further debt issuance in 2017 in the amount of \$0.4M and payments beginning in Sept/17 (all-in rate of 2.48% for a 10 year term). It is not expected that any further debt will be required for this project.
- Rates noted above could change depending upon market conditions at the time of debt issuance.



Municipality of South Huron

Notice of Sitting of Court of Revision

The Drainage Act, R.S.O. 1990, Chapter D 17, Section 46

Municipal Drain: Schroeder-Powe Municipal Drain 2017

Notice is hereby given that on the 5th day of September, 2017 the Council of the Municipality of South Huron provisionally adopted the attached by-law; said by-law adopted the Engineer's Report regarding the above noted drain. A Court of Revision will be held in order to hear any appeals.

Court of Revision:

Date: Monday, October 2, 2017
Time: 5:30 p.m.
Place: South Huron Council Chambers
322 Main St. S., Exeter, ON

Any owner of land assessed for drainage work may submit an appeal regarding the following issues:

1. Any land or road has been assessed too high or too low;
2. That any land or road should have been assessed that has not been assessed;
3. That due consideration has not been given as to type of use of land.

Appeals must be submitted to the Clerk of the Municipality, in writing, ten (10) days prior to the above noted Court of Revision date.

Please contact the Clerk's Department if you have any questions at;

Genevieve Scharback, Clerk
322 Main St. S., Exeter, ON N0M 1S6
Phone: 519-235-0310 ext. 227 Email: g.scharback@southhuron.ca

Dated at the Municipality of South Huron this 7th day of September, 2017.

Genevieve Scharback
Corporate Services Manager/Clerk
Municipality of South Huron

RECEIVED
Aug 31.17

Dear Municipality of South Huron,

A Big Thank You for your financial support and community involvement with Canada Day South Huron. Canada Day South Huron is organized and ran by a volunteer steering committee, relying on community donations such as yours to fund the events. We also appreciate you offering free swims at all the pools for families and running the cash bar. They were great additions to our day!

Our community truly came together to help celebrate Canada's 150th birthday, with over 25 events held through-out the day, drawing people from all over Southwestern Ontario. Thanks for being involved in making it such a memorable day!



Ian Palmatier (Canada Day Chair)
On Behalf of the Canada Day South Huron Steering Committee



RECEIVED
Aug 31.17



**Big Brothers Big Sisters
of South Huron**

August 28, 2017

South Huron Mayor and Council
322 Main St.
Exeter, Ont.
N0M 1S1

September is Big Brothers Big Sisters month! This is the time of year we raise awareness for mentoring and the impact positive role models bring to the healthy development of children and communities throughout Canada. For 37 years Big Brothers Big Sisters of South Huron has matched children in need of a mentor with positive adult role models. In 2016, 40 volunteers were involved with our Agency, providing service to 56 children in our various mentoring programs. Our programs include: Traditional Mentoring (Big Sister/Little Sister, Big Brother/Little Brother, Cross Gender, Big Families and Couples for Kids), In-School Mentoring and Big Bunch. Currently we have 36 children waiting to be matched with a mentor, and it only continues to grow. Big Brothers Big Sisters of South Huron provides service to Ailsa Craig, Bayfield, Brucefield, Centralia, Dashwood, Exeter, Grand Bend, Hensall, Huron Park, Forest, Lucan, Parkhill, Zurich and surrounding areas

On Friday, September 29th, our Agency is hosting a fundraising dinner and auction at the Barn Restaurant and Pub (the Exeter Golf Course). Doors will open at 5pm, followed by a buffet dinner being served at 6pm, and entertainment by the Cultural Collective House Band from 7pm to 9pm. Through-out the evening, we will be hosting a silent auction and a raffle draw. The goal of this event is to increase community awareness about the programs we offer, to secure more volunteers to help to decrease our waiting list and to raise some much needed funds for our Agency programs. Our Agency receives no government funding, and relies solely on grants, donations and fundraisers such as this to enable us to deliver our services to children in our community.

As you are probably aware, the local Agency receives no Provincial grants, and so it operates solely on donations and community funding-raising activities. We are not asking for any money, just your help in promoting the event and hopefully finding the time to attend. If you have any ideas, thoughts or questions, or would like to purchase tickets for the evening, please contact the office at 519-237-3554 or cw@shbbbs.on.ca

Sincerely,

Bruce Shaw
Executive Director
Big Brothers Big Sisters of South Huron

146 Main St. – Box 29 Dashwood, Ont. N0M 1N0
Phone 519-237-3554 Fax 519-237-3190
E-mail cw@shbbbs.on.ca Web <http://www.shbbbs.on.ca>

Correspondence for Agenda

-----Original Message-----

From: MADDIE IVATTS [mailto:maddieivatts@outlook.com]

Sent: Tuesday, September 12, 2017 6:00 PM

To: Mayor Cole <m.cole@southhuron.ca>

Cc: Dan Best <cao@southhuron.ca>

Subject: Request for Indoor Pool- The Youth of South Huron

September 11, 2017

Honourable Mayor Cole and Council Members,

Recently, through articles within the local paper, it has been brought to our attention that our Council is proposing to repair the outdoor Exeter Community Pool. We, the youth of this community ask that rather than spending money on refurbishing the outdoor pool, that those same financial resources be used towards an indoor pool.

Our outdoor pool is only used for two months of the year, and only on days that the weather permits. Many people within our communities would use and benefit from an indoor pool that could be used the entire year through.

We understand that the construction and maintenance are costly, but ask council not to view it just as an expense but rather as an investment into our children, our community, surrounding secondary and elementary schools, families and the elderly. Water safety and the ability to swim are life-long essential skills. Water exercise can be enjoyed by people of all ages and sizes and it is one of the healthiest forms of exercise because it's easy on the joints. Many programs could be offered such as swim lessons, swim team, rehabilitation, swim competitions, movie nights for elementary students, birthday parties, community swim, lap swim, jobs for local teen lifeguards, etc. This is about making a sound investment in the future of our community and surrounding areas.

We are in a very "convenient" location to have an indoor pool, as there are many citizens of small towns close within our reach who would travel short distances to use the pool. Having an indoor pool is yet another way we could connect the community and outlying supportive areas within a 20 km radius. Many people already travel 25 - 60 minutes, several times a week to use an indoor facility for various reasons listed above. Recently, a family has also moved out of our area, after driving two times a day to swim practise, as it became too much time wasted travelling. An indoor facility would attract and keep members within our community. Members of this area should not have to drive to other communities to enjoy a service we deserve and could provide within our own community.

We believe that an indoor facility makes more sense and ask that you consider it as an investment into the future of the community and surrounding areas.

Sincerely,

Maddie Ivatts and the Youth of South Huron

Chloe Lewis
 Avery Brueckner
 Dallas Suelo
 Brooke Hale

Kristi Richardson

Nolly Groot

Alexa Blain

Sierra Strang

~~Swag Munt~~

Healy Dope

Jayden Shanahan

Torin Sissing

Jacob

MIVEA FEET

Jacob

Laurin Rankin

Connor Melady

Emma Laporte

Frank

~~Lilly~~

Emma McMichael

Kitt

Carter Watts

~~Maithe~~

Sara Nogueira

Hannah Snedden

Alena Wiebe

Tatum Rivers

Saxson Masse

Emma Bernier

Mitchell McGeary

Lauryn Jenkins

Jess Stoeker

Isa VanEsveld

Lourdes Delicato

Evy Verschueren

Claire Scrimgeour

Isabelle Pentland

Olivia Maclean

Lauren Prance

Aliyah Verhoef

Laura Buckley

Erica Overholt

Meiissa van der Veecken

Ava Hill

Ben Craig

Rachel Hill

Maddie Watts



The Corporation of the
City of Kawartha Lakes
P. O. Box 9000, 26 Francis St.,
LINDSAY, ON K9V 5R8
Tel. (705) 324-9411 Ext 1295, 1-888-822-2225
Fax: (705) 324-8110

Judy Currins, City Clerk

August 30, 2017

Town of Lakeshore
419 Notre Dame St.
Belle River, ON N0R 1A0

Attention: Mary Masse

Dear Ms. Masse:

Re: Farm House Severances

Your correspondence regarding the above referenced matter was on the August 22nd, 2017 Regular Council Meeting agenda for consideration. For your information your correspondence was received and the following resolution was adopted at that meeting:

CR2017-672

RESOLVED THAT the Memorandum from the Agricultural Development Advisory Board dated July 11, 2017, regarding Farm House Severances, be received;

THAT the City of Kawartha Lakes Council does not support the request by the Town of Lakeshore to the Province of Ontario for easing of restrictions on surplus dwelling severances in areas zoned agriculture; and

THAT this resolution be circulated to the Association of Municipalities for Ontario and Ontario Municipalities including the Town of Lakeshore.

CARRIED

Please contact Kelly Maloney, Economic Development Officer 9705-324-9411, ext. 1208) if you have any questions with respect to this matter.

Yours very truly,

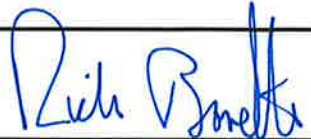
A handwritten signature in cursive script, reading "Judy Currins".

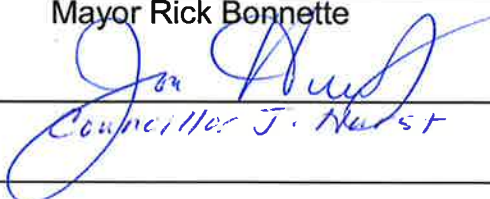
Judy Currins, CMO,
City Clerk
City of Kawartha Lakes

cc: Kelly Maloney, Economic Development Officer
Association of Municipalities Ontario (AMO)
Via Email – All Ontario Municipalities



THE CORPORATION
OF
THE TOWN OF HALTON HILLS

Moved by:  Date: August 28, 2017
Mayor Rick Bonnette

Seconded by:  Resolution No.: 2017-0152

15A

WHEREAS on August 12, 2017 a horrific, cowardly, and racially motivated act of violence took place in Charlottesville, Virginia that led to the death of a 32 year old woman, and injuries to at least 19 others;

AND WHEREAS this horrific and cowardly act took place during what has been described as one of the largest white supremacist events in U.S. history;

AND WHEREAS further incidents of racially motivated acts of violence have taken place both locally and abroad;

AND WHEREAS we must join together as a community, province, and nation to condemn this type of hatred and racism;

THEREFORE BE IT RESOLVED that Council for the Town of Halton Hills supports zero tolerance for racism of any kind, including nazi'ism and white supremacy;

AND FURTHER THAT Council for the Town of Halton Hills encourages all Ontario Municipalities to pass a resolution to support zero tolerance against racism and condemn all racism acts of violence;

AND FURTHER THAT a copy of this resolution be sent to Michael Chong, MP, Wellington Halton-Hills, Ted Arnott, MPP, Wellington Halton-Hills, FCM, AMO, Region of Halton, and Ontario municipalities.


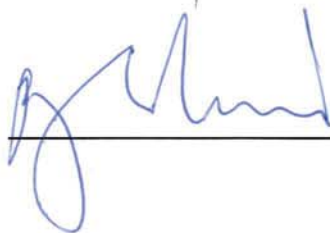

Mayor Rick Bonnette

C- 217 -2017

THE TOWNSHIP OF GEORGIAN BAY

Council Agenda

DATE: 14 August 2017

	YEA	NAY	
Councillor Bocek	_____	_____	MOVED BY: 
Councillor Cooper	_____	_____	
Councillor Douglas	_____	_____	SECONDED BY: 
Councillor Edwards	_____	_____	
Councillor Kay	_____	_____	
Councillor Wiancko	_____	_____	
Mayor Braid	_____	_____	

DEFERRED _____
 CARRIED ✓
DEFEATED _____
 REFERRED _____

WHEREAS The Township of Georgian Bay has identified Invasive Plant Species that are a threat to our Natural Environment, our Eco-System and our Residents Health;

AND WHEREAS The Township of Georgian Bay is working proactively with The District of Muskoka and many volunteer groups to hopefully eradicate these Invasive Plant Species;

AND WHEREAS the cost to provide these local programs is rising each year;

AND WHEREAS the identified plant species being Giant Hogweed, Japanese Knotweed and Phragmites are currently found growing along Provincial Highways, namely Highway 400 in our Municipality and on Crown Lands;

AND WHEREAS the seeds from these plants are migrating on to Municipal lands and Municipal Road Allowances as well as Privately Owned Lands;

AND WHEREAS the fastest spreading Invasive plant is Phragmites which is currently eradicating Wetland Cattail fields which are a huge benefit to our eco-system;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Georgian Bay requests the Ministry of Natural Resources, the Ministry of the Environment and Climate Change and the Ministry of Transportation to work collaboratively to eradicate these invasive species on Provincially owned lands;

AND THAT copies of this resolution be forwarded to all Ontario Municipalities asking for their support and copies be sent to our MPP Norm Miller, our MP Tony Clement and to our Premier Kathleen Wynn.


 MAYOR



The Corporation Of The Municipality Of South Huron

By-Law #55-2017

Being a By-Law to authorize an Agreement with Her Majesty The Queen In Right of Ontario, as represented by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program

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 Agriculture, Food and Rural Affairs for funding under the Rural Economic Development (RED) program to the Corporation of the Municipality of South Huron in the amount of \$12,500.00.

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 Agriculture, Food and Rural Affairs for funding under the Rural Economic Development (RED) program 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 18th day of September, 2017.

Read a third and final time this 18th day of September, 2017.

Maureen Cole, Mayor

Genevieve Scharback, Clerk

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

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

(the "Province")

- and -

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

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

III. ENTIRE AGREEMENT

This Agreement, including:

- Schedule "A" – General Terms And Conditions,
- Schedule "B" – Operational Requirements And Additional Terms And Conditions,
- Schedule "C" – Project Description,
- Schedule "D" – Project Financial Information,
- Schedule "E" – Reporting, and
- any amending agreement entered into as provided below,

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

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name: Randy Jackiw
Title: Assistant Deputy Minister

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

Name: Maureen Cole
Title: Mayor

Date:

Name: Genevieve Scharback
Title: Clerk

Date:

I/We have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“**Additional Terms And Conditions**” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Budget**” means the budget attached as section D.3 of Schedule “D” of this Agreement.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province is closed for business.

“**Claim Submission Deadline**” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“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, the Expiration Date, or the termination of this Agreement, whichever comes first; 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, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means any written documents setting out the criteria governing the operation of the Program.

“Holdback” means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;

- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;

- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule “A” of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient’s Final Report pursuant to Article 6 of Schedule “A” of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) for those activities set out in section D.3.1 of Schedule “D” of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

3.4 Province’s Role Limited To Providing Funds. For greater clarity, the Province’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

3.8 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 Funding, Not Procurement. For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE 4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.

4.3 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

ARTICLE 5 CONFLICT OF INTEREST

- 5.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 5.2 Conflict Of Interest Includes.** For the purposes of this Article, 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.
- 5.3 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, 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 are completed to the satisfaction of the Province; and
 - (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.
- 6.2 Records Maintenance.** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 6.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient 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, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;
 - (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and

- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

6.4 Disclosure. To assist in respect of the rights set out under section 6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

6.6 Auditor General. For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7 COMMUNICATIONS

7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule “B” of this Agreement.

7.2 Approvals Prior To Publication. The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all 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.

7.3 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

- (a) The Recipient’s name;
- (b) A description of the Recipient’s Project;
- (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
- (d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE 10 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

10.2 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province’s Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

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 prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient’s Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. 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 Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

11.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section 11.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b) of Schedule "A" of this Agreement; and

- (ii) Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13

TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the 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 permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule “A” of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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 term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

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 a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule “A” of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule “A” of this Agreement, 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 payments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

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.

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 referred to in section 18.1 of Schedule "A" of this Agreement.

17.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this 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.

17.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18 NOTICE

18.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule "B" of this Agreement or as either Party later designates to the other by Notice.

18.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 Postal Disruption. Despite section 18.2(a) of Schedule "A" of this Agreement, 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 fax.

ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 21 WAIVER

21.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 22 INDEPENDENT PARTIES

22.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

23.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

24.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 25 FURTHER ASSURANCES

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 this Agreement to their full extent.

ARTICLE 26 JOINT AND SEVERAL LIABILITY

26.1 Joint And Several Liability. Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE

27.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 28 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

28.1 Recipient Acknowledges. The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29 JOINT AUTHORSHIP

29.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENT

30.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31 SURVIVAL

31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32 BPSAA

32.1 *BPSAA.* For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]

SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: **July 24, 2017**

B.1.2 Expiration Date. The Expiration Date of this Agreement is: **March 31, 2019**

B.1.3 Project Approval Date. The Project Approval Date is the same as the Effective Date.

B.1.4 Project Completion Date. The Project Completion Date is: **March 31, 2018**

B.1.5 Disposal Of Assets. The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.

B.1.6 Asset Retention Time Period. For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.

B.1.7 Submission Of Publications For Approval And Reports. All Reports and Project-related publications under this Agreement will be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Jennifer Dale, Program Coordinator

Fax: 519-826-3398

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.8 Recognition Of Provincial Support: The Recipient will acknowledge the Province’s support for the Project in the following manner:

The Recipient will include on all Project-related publications – whether written, oral or visual – graphic identifiers of the Program or a tag line that is acceptable to the Province. All Project-related publications, including the manner in which Program support is recognized on such publications, are subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement.

B.1.9 Providing Notice. All Notices under this Agreement will be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the Municipality of South Huron
Address:	4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	PO Box 759, 322 Main Street South Exeter, Ontario N0M 1S6
Attention:	Brent Kennedy, Director	Dan Best, CAO
Email:	RED@ontario.ca	cao@southhuron.ca

or any other person identified by the Parties in writing through a Notice.

B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 *Notice Of Recipient's Insolvency.* The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]

SCHEDULE "C" PROJECT DESCRIPTION

C.1 PROJECT NAME

Feasibility Study for Community/Recreation Facility

C.2 PROJECT OBJECTIVE

The Municipality of South Huron will receive up to \$12,500.00 to conduct a feasibility study to determine the suitability and capacity of developing a new community hub/recreation facility in South Huron.

C.3 ACTIVITIES

The Recipient will	1. Complete a recreation facility feasibility study.
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All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule "B" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" FOLLOWS]

SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION

D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

D.1.2 "Maximum Funds". The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$12,500.00

D.1.3 Holdback. The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2017-18	\$0.00	\$0.00	\$12,500.00	\$12,500.00	\$25,000.00
TOTAL ELIGIBLE COSTS UP TO					\$25,000.00

D.3 BUDGET

D.3.1 The Budget. The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM	
1.	Consultant fees	
TOTAL ELIGIBLE COSTS UP TO		\$25,000.00

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
The Corporation of the Municipality of South Huron	\$12,500.00
RED Funding	\$12,500.00
TOTAL ELIGIBLE COSTS	\$25,000.00

D.4 CLAIM SUBMISSION DEADLINES

D.4.1 Claim Submission Deadlines. The Recipient will submit claims to the Province in accordance with whatever is the shorter time period:

(a) Claims or reports as set out in E.1 will be submitted after the end of each fiscal quarter according to the following schedule:

- (i) Q1 (April 1 to June 30) - by August 31;
- (ii) Q2 (July 1 to September 30) - by November 30;

- (iii) Q3 (October 1 to December 31) - by February 28; or
- (iv) Q4 (January 1 to March 31) - by May 31.

(b) The Final Claim will be submitted within three (3) months after the Project Completion Date as specified in Schedule "B" (B.1.4).

Despite the foregoing, the Province is not required to accept or pay on any claims that have been submitted after the Recipient has submitted their Final Report and the Project has been closed. Only Eligible Costs that are incurred and paid will be reimbursed at the percent cost-share as per section D.1.1 of Schedule "D" of this Agreement.

D.5 PAYMENT OF FUNDS

D.5.1 *Payment Of Funds.* Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2017-18	\$25,000.00	\$12,500.00
TOTAL	\$25,000.00	\$12,500.00

D.6 ELIGIBLE COSTS

D.6.1 *Eligible Costs.* Eligible Costs are those costs that are, in the Province's sole and absolute discretion, necessary for the successful completion of the Project, properly and reasonably incurred, paid or reimbursed by the Recipient; and consistent with an Eligible Cost category as set out below in this section D.6.1 of Schedule "D" of the Agreement.

For greater clarity, Eligible Costs are those that are set out immediately below in this Section D.6.1 of Schedule "D" of this Agreement where those costs have been incurred and paid by the Recipient.

Eligible costs must be incurred by the Recipient on or after the Effective Date set out in section B.1.1 of Schedule "B" and by the Project Completion Date set out in section B.1.4 of Schedule "B", which is identified in this Agreement.

Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value when purchasing goods or services, including consultants and contractors, for the Project. All businesses from which goods or services are purchased must be at arm's length to the Recipient in order for the costs to be considered eligible.

Eligible costs include:

(a) Project management, including:

- (i) Consultant's fees;
- (ii) Project-related professional fees (e.g., legal, architectural and accounting fees) ; and
- (iii) Project evaluation.

(b) Minor capital, including:

- (i) Subcontractor's fees;
- (ii) Equipment (e.g., plumbing, electrical) and structural modifications to accommodate the installation of equipment within an existing building; and

- (iii) Renovations and retrofits to existing structures (e.g., materials or supplies and labour to renovate an existing space).
- (c) Training;
- (d) Marketing or promotion-related costs;
- (e) Travel costs in Canada and the continental United States associated with a specific public-facing event or series of events, public-facing hospitality costs directly related to the project, subject to provincial directives (including but not limited to the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive);
- (f) Studies;
- (g) Administrative costs directly related to project implementation (e.g., third-party expenses for printing or other administration); and
- (h) Wages for new hires to work 100 per cent on project-related activities.

Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.7 INELIGIBLE COSTS

D.7.1 *Ineligible Costs.* The following costs are Ineligible Costs and therefore ineligible for funding under this Agreement. Those costs include, but are not limited to:

- (a) Costs incurred prior to the Project Approval Date or after the Project Completion Date;
- (b) Any cost not specifically required for the execution of a project;
- (c) Normal operating costs associated with carrying out a business such as salaries and benefits for non-contract staff (i.e., full-time and part-time staff), office space, equipment and machinery, utilities, phone, materials, labour, board, committee and annual meetings;
- (d) Deposits (prepayments), on their own, are not eligible for reimbursement as they are not an expense in the recipient's financial records as the goods/services have yet to be fully received;
- (e) Direct wage subsidies for existing staff or any other staff who are not 100 per cent dedicated to the activities required to complete the project;
- (f) Costs to maintain compliance with current Requirements of Law that pertain to the current operations of the recipient;
- (g) Any travel, meal or hospitality costs beyond those provided for in the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive;
- (h) Any in-kind contribution, which are those goods and services that are contributed to a project by the Recipient, Co-recipient(s) or other sources that would otherwise have to be purchased or contracted in order to complete the Project;
- (i) Financing charges, loan interest payments, bank fees and charges, as well as debt restructuring or fundraising;
- (j) Major capital costs, including:
 - (i) New construction of buildings, structures (moveable and non-moveable) and other major infrastructure;
 - (ii) Additions to buildings, teardowns or rebuilds;
 - (iii) Purchase or lease of land, buildings and facilities;
 - (iv) Power lines, plumbing, telecommunications/broadband lines or equipment, water lines outside of the building; and

- (v) Community aesthetics and functionality (e.g., streetscaping, green space development, murals, street lights, paved surfaces, tree islands).
- (k) Costs of vehicles;
- (l) Taxes including Harmonized Sales Tax (HST);
- (m) Any refund or rebate received, or which the Recipient is eligible to receive;
- (n) Costs incurred in preparing an application;
- (o) Cost of alcohol, international travel (outside of Canada and the continental United States), per diems, gifts or incentives;
- (p) Costs of permits and approvals;
- (q) Costs of academic research;
- (r) Costs related to activities that directly influence or lobby any level of government;
- (s) Sponsorship of conferences and events; and
- (t) Honorariums, membership costs.

D.8 TRAVEL AND MEAL COSTS

If travel or meal costs are not necessary to complete the Project, any costs related to travel or meals will not be reimbursed by the Province.

D.8.1 *Transportation.* Local public transportation including hotel/airport shuttles should be used wherever possible. When road transportation is the most practical, economical way to travel the order of preference is rental vehicle then personal vehicle.

D.8.2 *Rental Vehicles.* Compact model or its equivalent is required. Exceptions to this are guided by the principle that the vehicle is the most economical and practical size, taking into account the business purpose, number of occupants and safety (including weather) considerations. Luxury and sports vehicles are prohibited. Gasoline charges are an eligible expense.

D.8.3 *Personal Vehicle.* If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:

- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
- (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
- (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
- (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
- (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.

D.8.4 *Air and Rail Travel.* Air and rail travel is permitted if it is the most practical and economical way to travel. Economy (coach) class is the standard option for ticket purchase. Business class is only appropriate on a train in limited circumstances such as:

- (a) The need to work with a team;
- (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
- (c) Accommodation requirements; and
- (d) Health and safety requirements.

The standard for international air travel is economy class. The lowest available airfares appropriate to particular itineraries are required to be sought and bookings are required to be made as far in advance as possible.

D.8.5 *Taxis.* Taxis may be justified in cases where:

- (a) Group travel by cab is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
- (b) Taking a cab allows you to meet an unusually tight schedule for meetings.

D.8.6 Accommodations. Reimbursement can be made for single accommodation in a standard room. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family.

- (a) A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

D.8.7 Travel-Related Tips/Gratuities. Examples of reasonable amounts include:

- (a) 10% - 15% on a restaurant meal;
- (b) 10% on a taxi fare;
- (c) \$2 - \$5 for housekeeping for up to two nights in a hotel, up to \$10 for a longer stay; and
- (d) \$2 - \$5 per bag for a porter.

D.8.8 Telecommunication While Travelling. Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.

D.8.9 Meals While Travelling. Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for restaurant/prepared food only.

Meal Rates in Canada:

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

Meal Rates in U.S. (in Canadian dollars):

Meals	Maximum Amount
Breakfast	\$17.00
Lunch	\$17.25
Dinner	\$45.55

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "E" FOLLOWS]

SCHEDULE “E” REPORTING

E.1 Reporting Requirements. The following Reports will be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to the Province:

	Name of Report	Due Date
1.	Progress Report and Claim Statement	Both the Progress Report and Claim Statement together (Schedules “E.2” and “E.3” of this Agreement) as set out in D.4.1(a) will be submitted at a minimum of once every quarter for each Funding Year. A Progress Report and Claim Statement must be submitted even during periods where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final Claim	The final claim (Schedule “E.3” of this Agreement) is to be completed and submitted to the Province within three (3) months of the Project Completion Date (Schedule B.1.4 of this Agreement).
3.	Final Report	The Final Report (Schedule “E.4” of this Agreement) is to be completed and submitted to the Province on or before: July 31, 2018
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SECTION “E.2” OF SCHEDULE “E”]

SCHEDULE "E.2" PROGRESS REPORT

File No.: RED4-08065

Project Title: Feasibility Study for Community/Recreation Facility

Progress Report and Claim Statement are to be completed and submitted to the Province at a minimum of once every quarter for each Funding Year **for the Term of the Agreement** unless a Final Report has been submitted. Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period.

Description of Activities	Approved Eligible Costs per Activity	Amount Claimed to Date per Activity	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Actual Expected Completion Date	Percentage of Activity Complete

For each RED outcome that you indicated on your application that would occur as a direct result of this project, please enter your results to date.	Results to Date
Number and description of economic development barriers addressed	
Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)	
Number and description of collaborations established	
Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)	
Innovative communities	
Expansion of markets	
Number of jobs created /retained	
Attraction, development or retention of a highly skilled workforce	
Support for provincial government priorities	

I understand that this information will, subject to the terms and conditions of the agreement, be relied upon by the Government of Ontario to issue funds.

Name of Authorized Official (Print):	
Signature:	
Date:	

Rural Economic Development Program
Claim Statement
Ontario Ministry of Agriculture, Food and Rural Affairs

[illegible]

SCHEDULE “E.4” FINAL REPORT

File No.: RED4-08065
Project Title: Feasibility Study for Community/Recreation Facility
Project Completion Date: 31-Mar-18
Date of Final Report: 31-Jul-18
Project Recipient: The Corporation of the Municipality of South Huron

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement. Please contact your Project Analyst should you have any questions completing this report.

Section 1 Project Details

Is the following description of your Project as completed accurate?

The Municipality of South Huron will receive up to \$12,500.00 to conduct a feasibility study that will determine the suitability and capacity to develop a new community hub/recreation facility in South Huron.

☐ Yes ☐ No

Project Variances (if applicable)

In reading the description and project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

Section 2 Outcomes

Economic Barriers

Describe how the Project removed barriers to community economic development.

Description of Barriers:

For each RED outcome that you indicated on your application that would occur as a direct result of this Project, please enter a brief description. Please give quantitative and qualitative statistics where applicable.

1. Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)

- Describe how the Project led to evidence-based economic development policy, programs or strategies. What was the outcome for the region or sector?
-

2. Collaboration for economic growth

- Describe how Recipient(s) worked with communities, organizations or others to make this project successful and support economic growth. How many collaborations were established?

Number of Collaborations: _____

Description of Collaborations: _____

3. Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)

- Describe how the Project increased economic competitiveness and diversity.
-

4. Innovative communities

- Describe how the Project led to more innovative communities. Innovation is defined as the application of new ideas, leading-edge process, services or methods of delivery to solve problems, address challenges and take advantage of new opportunities.
-

5. Expansion of markets

- Describe how the Project assisted with the expansion of existing markets or access to new markets.
-

6. Creation and/or retention of jobs

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

	Temporary (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs Created			
Jobs Retained			

7. Attraction, development or retention of a highly skilled workforce

- Describe how the Project contributed to the attraction, retention or development (e.g., training) of a highly skilled and knowledgeable local workforce.

8. Support for provincial government priorities

- Describe which provincial priorities the Project supported, and how.

Section 3

Financial Information

Approved Total Eligible Costs \$25,000.00

Budget Item	Budgeted Costs	Actual Costs	Variance
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
GROSS ELIGIBLE COST	\$	\$	\$
Less HST (if included in the above numbers)	\$	\$	\$
TOTAL NET ELIGIBLE COSTS*	\$	\$	\$

* Total Net Eligible Cost should match the approved amount noted above.

Section 4 Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5 Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
Once my project was approved, I received all the information needed to proceed to the next step of the project.					
The claim forms were easy to understand and complete.					
I was able to reach appropriate ministry staff without difficulty.					
Ministry staff were knowledgeable.					
I received consistent advice from ministry staff.					
Ministry staff were courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your project?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake this project?	To a Great Extent	Somewhat	Very Little	Not at all

5. Overall, did you find working in the portal fairly easy to understand?	Very Easy	Somewhat	Not Easy	Did Not Use the Portal

Section 6 Confidentiality, Certification and Signature

Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient(s). Inquiries about confidentiality should be directed to OMAFRA's Rural Programs Branch.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
and
3. There have been no overpayments by OMAFRA or any other organization or government.

The undersigned warrants that these statements are true.

Name of Authorized Official (Print):	
Signature:	
Date:	



The Corporation Of The Municipality Of South Huron

By-Law #56-2017

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 September 18, 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 18th day of September, 2017.

Read a third time and passed this 18th day of September, 2017.

Maureen Cole, Mayor

Genevieve Scharback, Clerk