



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

COUNCIL AGENDA

TUESDAY, MARCH 10, 2020 @ 7:00 P.M.

MAPLETON TOWNSHIP OFFICES

1. Call to Order

2. O Canada

Presentation of Athletic Bursary Awards

- Tyler Franklin

- Rourke Martin

3. Declaration of Pecuniary Interest

4. Confirmation of Minutes

4.1 Council Meeting dated February 11, 2020

5. Matters arising from Minutes

6. Matters under The Planning Act and Matters Arising

6.1 a) ZBA2020-03 - Notice of Public Meeting, Part Lot 17, Concession 5 (Peel), 7329 Fourth Line, Laurence Martin

b) Matters arising under The Planning Act (Council Direction)

7. Delegations and Matters Arising from Delegations

7.1 a) Moorefield & District Horticultural Society, Representative Debbie Oxby
Re: Use of Moorefield Community Centre for meetings.

8. Minutes from Committees

8.1 Park Recreation Committee
Re: Minutes dated February 20, 2020

9. Reports and Updates from Staff

9.1 Building Department

i) Building Report BD2020-03
Re: Report for February Month End and Year to Date (YTD)

- ii) Building Report BD2020-04
Re: Annual Report 2019

9.2 Close To Home (Seniors' Centre for Excellence)

- i) Close To Home Report CTH2020-01
Re: Multi-Service Accountability Agreement Amendment (MSSA)

9.3 Finance Department

- i) Finance Report FIN2020-06
Re: Council and Committee Remuneration
- ii) Finance Report FIN2020-07
Re: Application for Tile Loan
- iii) Finance Report FIN2020-08
Re: Water and Wastewater Rates

9.4 Public Works Department

- i) Public Works Report PW2020-03
Re: Award of Tender 2020-01 Reconstruction of Culvert MB015
- ii) Public Works Report PW2020-04
Re: Maintenance Gravel Tender RFT 2020-02 Award

10. Approval of By-Laws

- 10.1 By-law Number 2020-016 being a by-law to authorize the Mayor and Clerk to execute an Access Agreement between North Frontenac Telephone Corporation Ltd and The Corporation of the Township of Mapleton
- 10.2 By-law Number 2020-017 being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Paula C. Ferreirinha & Khen Hopmans and The Corporation of the Township of Mapleton
- 10.3 By-law Number 2020-018 being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Lloyd Bauman and Alice Bauman and The Corporation of the Township of Mapleton

11. Correspondence for Council's Direction

- 11.1 Draft Resolution re Rural Urban Challenges with attached County of Wellington Committee Report dated January 16, 2020 regarding Farm Property Class Tax Rate Programme
- 11.2 Enbridge correspondence dated February 20, 2020 regarding Natural Gas Expansion Program Update
- 11.3 Wellington Federation of Agricultural correspondence dated February 5, 2020 regarding Bill 156, Security from Trespass and Protecting Food Safety Act
- 11.4 Wellington County correspondence dated February 28, 2020 regarding Turtle Crossing signs on County Roads

12. Correspondence for Council's Information

- 12.1 Wellington County Well Program Flyer
- 12.2 Minister of Municipal Affairs and Housing, letter from the Honourable Steve Clark
Re: A Place to Grow: Growth Plan for the Greater Golden Horseshoe
- 12.3 Ministry of the Solicitor General, letter from Chief of Emergency Management
Re: EMCPA Compliance
- 12.4 Ministry of Natural Resources and Forestry Correspondence dated February 13, 2020
Re: Proposed Regulatory charges under the Aggregate Resources Act
- 12.5 Ministry of Infrastructure, letter from the Honourable Laurie Scott
Re: Letter of Thanks
- 12.6 Township of Wellington North Resolution dated February 10, 2020
Re: Letter of support of Bill 156
- 12.7 Municipality of Southwest Middlesex resolution dated February 12, 2020
Re: Letter of support of Bill 156
- 12.8 Municipality of South Huron resolution dated July 15, 2019
Re: Enforcement for Safety on Family Farms

- 12.9 Grand River Conservation Authority correspondence dated February 28, 2020
Re: 2020 Budget and Levy

12.10 AMO Watch File

The link to view the February 13, 2020 issue: <https://tinyurl.com/qlx8jt7>

The link to view the February 20, 2020 issue: <https://tinyurl.com/tvepz7z>

The link to view the February 27, 2020 issue: <https://tinyurl.com/swc7fyf>

The link to view the March 4, 2020 issue: <https://tinyurl.com/vpx3nvd>

13. Notices of Motion

14. Notice Provision

- 14.1 Notice Provision, Fees and Charges for Water & Wastewater to be considered March 10, 2020 with draft by-law to be considered March 24, 2020

- 14.2 Notice of Public Meeting Development Charges By-law, April 7, 2020 at 7275 Sideroad 15, Council Chambers

15. Other Business

16. Council Tracking Sheet

17. Closed Session

- 17.1 For the following reason: Closed Session Minutes February 11, 2020
- 17.2 For the following reason: Re: a proposed or pending acquisition or disposition of land by the municipality or local board, CAO update with written submission (7374 Wellington Road 11)
- 17.3 For the following reason: Re: a proposed or pending acquisition or disposition of land by the municipality or local board, CAO verbal information (Drayton Industrial Park, Phase 2)
- 17.4 For the following reason: Re: Personal matters about an identifiable individual, including municipal or local board employees (CAO Performance Review)

Open Session Resumes

17.5 Rise and Report on Closed Session

18. Confirmatory By-law Number 2020-019

19. Adjournment

PLEASE NOTE: Alternate Formats and Communication Support

The Township is committed to providing residents with communication support and alternate format of documents upon request. For more information or to make a request, please call the Township of Mapleton office at 519-638-3313.



Township of Mapleton

2020 Calender

January						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
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- Regular Council 7pm
- Regular Council 1pm
- Council Conference
- Committee of Adjustment
- Parks and Recreation Committee
- Economic Development Committee
- Statutory Holiday (Office Closed)

Note: Council Meeting dates as per Procedure By-law



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

COUNCIL MINUTES

TUESDAY, FEBRUARY 11, 2020 @ 4:00 P.M.

MAPLETON TOWNSHIP OFFICES

PRESENT: Gregg Davidson, Mayor
Dennis Craven, Councillor
Paul Douglas, Councillor
Michael Martin, Councillor (Arrival @ 7:00 p.m.)
Marlene Ottens, Councillor

STAFF PRESENT: Manny Baron, Chief Administrative Officer
Barb Schellenberger, Municipal Clerk
Sam Mattina, Director of Public Works
John Morrison, Director of Finance
Larry Wheeler, Deputy Clerk
Patty Wright, Chief Building Official

1. Call to Order

Mayor Davidson welcomed attendees and called the meeting to order.

1.1 Closed Session

RESOLUTION 2020-03-00

Moved: Councillor Paul Douglas

Seconded: Councillor Marlene Ottens

THAT Mapleton Township Council move into closed session for the following reason - Re: Municipal Act Section 239 (2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; Re: BLG Borden Ladner Gervais (Mark Rodger) and Price Waterhouse PWC, re: Water and Wastewater RFP

CARRIED

Open Session Resumed

Dinner Recess was called at 4:55 p.m.

Regular Council commenced at 7:00 p.m.

2. O Canada

Mayor Davidson reported the following:

THAT Township of Mapleton Council discussed the following in Closed Session: BLG Borden Ladner Gervais (Mark Rodger) and Price Waterhouse PWC, re: Water and Wastewater RFP

RESOLUTION 2020-03-01

Moved: Councillor Dennis Craven

Seconded: Councillor Paul Douglas

THAT Mapleton Township Council received for information the presentation from BLG Borden Ladner Gervais (Mark Rodger) and Price Waterhouse PWC regarding the RFP for Water and Wastewater.

CARRIED

3. Declaration of Pecuniary Interest - none

4. Confirmation of Minutes

4.1 Council Meeting dated January 28, 2020

RESOLUTION 2020-03-02

Moved: Councillor Dennis Craven

Seconded: Councillor Marlene Ottens

THAT the minutes of the Township of Mapleton Council Meeting held on January 28, 2020 be confirmed as circulated in the agenda package.

CARRIED

5. Matters arising from Minutes

5.1 Motion to Reconsider Resolution 2020-02-16

Re: 25 Drayton Industrial Drive Site Plan SP2019-13 Agreement

RESOLUTION 2020-03-03

Moved: Councillor Marlene Ottens

Seconded: Councillor

WHEREAS Procedural By-law 2015-033, Section 36.0 allows a motion that has been passed to be reconsidered;

AND WHEREAS Resolution 2020-02-16 (Vehicle traffic PMD Arena to 25 Drayton Industrial Drive) was passed at the January 28, 2020 Council Meeting;

NOW THEREFORE Resolution 2020-02-16 (Vehicle traffic PMD Arena to 25 Drayton Industrial Drive) be rescinded from the public record.

CARRIED

6. Matters under The Planning Act and Matters Arising

Public Meeting Minutes for the following application is a separate document and will be placed into the public record.

- 6.1 a) ZBA2020-02 - Notice of Public Meeting, Survey Loughran, Part Lot 6, 38 McGivern Street (Moorefield), Terrance Rumph and Beth-Anne Rumph
- b) Matters arising under The Planning Act (Council Direction)

RESOLUTION 2020-03-04

Moved: Councillor Marlene Ottens

Seconded: Councillor Dennis Craven

THAT Zoning application ZBA2020-02 located at Survey Loughran, Part Lot 6, 38 McGivern Street (Moorefield), Terrance Rumph and Beth-Anne Rumph be received;

AND FURTHER THAT the draft amending by-law as circulated in the agenda be presented to Council for first, second, and third reading.

CARRIED

7. Delegations and Matters Arising from Delegations

- 7.1 a) Watson & Associates Economists Ltd. representative Peter Simcisko, Re: Development Charges Background Study
- b) Matters arising from the delegation.

RESOLUTION 2020-03-05

Moved: Councillor Dennis Craven

Seconded: Councillor Marlene Ottens

THAT the delegation of Watson & Associates Economists Ltd representative Peter Simcisko be received for information.

CARRIED

8. Minutes from Committees

- 8.1 Parks and Recreation Committee
Re: Minutes dated December 19, 2019

RESOLUTION 2020-03-06

Moved: Councillor Marlene Ottens

Seconded: Councillor Dennis Craven

THAT the Minutes of the Mapleton Parks and Recreation Committee Meeting held on December 19, 2019 be received for information.

CARRIED

9. Reports and Updates from Staff

- 9.1 Building Department
i) Building Report BD2020-02
Re: January Month End

RESOLUTION 2020-03-07

Moved: Councillor Dennis Craven

Seconded: Councillor Marlene Ottens

THAT Township of Mapleton Council receive Building Department Report BD2020-02 dated February 11, 2020 regarding January Month End and Year to Date (YTD).

CARRIED

- 9.2 CAO and Clerk's Department

- i) CAO Clerk's Report CL2020-02
Re: Athletic & Cultural Bursary

RESOLUTION 2020-03-08

Moved: Councillor Marlene Ottens

Seconded: Councillor Paul Douglas

THAT Township of Mapleton Council receive CAO's Report CL2020-02 dated January 14th, 2020 regarding Athletic and Cultural Bursary Applications;
AND FURTHER THAT Council approve the Athletic Bursary Application request from Rourke Martin for a total amount of \$250.00.

CARRIED

- ii) CAO Clerk's Report CL2020-03
Re: Cemetery Expansion at 7555 Fourth Line

RESOLUTION 2020-03-09

Moved: Councillor Paul Douglas

Seconded: Councillor Marlene Ottens

THAT Township of Mapleton Council receive CAO Clerk's Report CL2020-03 dated February 11, 2020 regarding legislative notice for expanding a cemetery;
AND FURTHER THAT Township of Mapleton Council approve the expansion of an existing cemetery at Part Lot 12, Concession 5 (Peel) with a civic address of 7555 Fourth Line to permit the addition of 0.22 ha (0.54 acres).

CARRIED

9.3 Public Works Department

- i) Public Works Report PW2020-02
Re: Procurement of Two Tandem Axle Plow Dump Trucks

RESOLUTION 2020-03-10

Moved: Councillor Marlene Ottens

Seconded: Councillor Paul Douglas

THAT Public Works Report PW2020-02 dated February 11, 2020 regarding the procurement of two tandem axle plow dump trucks be received;

AND THAT Council authorize staff to sole source this procurement in accordance with provisions as set out in Township of Mapleton Corporate Purchasing Policy Section 7.3.5 dated December 1, 2019,

AND FURTHER THAT Council accept the sole source quotation from Viking Cives Ltd., dated January 3, 2020 to supply two (2) 2021 model year Western Star Tandem Axle Plow Dump Trucks complete as specified in the detailed quotation for the amount of \$278,590.00 each, plus HST.

CARRIED

10. Approval of By-Laws

RESOLUTION 2020-03-11

Moved: Councillor Marlene Ottens

Seconded: Councillor Paul Douglas

THAT By-laws Numbered:

- 2020-012 being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Eli Brubacher & Verna Brubacher and The Corporation of the Township of Mapleton
- 2020-013 being a by-law to authorize the closure and conveyance of an unopened road allowance known as that portion of Pt Queen St. PI Bolton's Drayton; Pt Union St PI Bolton's Drayton Pt 4, 60R3011; Township of Mapleton, County of Wellington
- 2020-014 being a by-law to authorize the closure and conveyance of unopened road allowances known as Pt of Wellesley Street, Pt of Centre Street, Pt of Hill Street, Pt of George Street, all being in Donald Sutherland's Survey and Part of Lot 5, Concession 2, Glen Allan, Geographic Township of Peel, now in the Township of Mapleton, County of Wellington
- 2020-014B being a by-law to amend By-law 2010-080, being a Zoning By-law for the Township of Mapleton, Survey Loughran, Part Lot 6, 38 McGivern Street, Moorefield, ZBA 2020-02

be hereby read a first, second and third time, signed by the Mayor and the Clerk and sealed with the Corporate Seal.

CARRIED

11. Correspondence for Council's Direction

11.1 GRCA correspondence dated January 27, 2020.

Re: 2020 Grand River Conservation Authority AGM, Budget & Levy

RESOLUTION 2020-03-12

Moved: Councillor Paul Douglas

Seconded: Councillor Marlene Ottens

THAT the Grand River Conservation Authority (GRCA) correspondence dated January 27, 2020 regarding 2020 GRCA Budget and Levy Meeting be received for information;

AND FURTHER THAT Mapleton Council hereby supports the proposed 2020 budget and levy for the GRCA.

CARRIED

MVCA correspondence dated January 27, 2020
Re: 2020 Maitland Valley Conservation Authority Priorities, Budget & Levy

RESOLUTION 2020-03-13

Moved: Councillor Marlene Ottens

Seconded: Councillor Paul Douglas

THAT the Maitland Valley Conservation Authority (MVCA) correspondence dated January 27, 2020 regarding 2020 MVCA Budget and Levy Meeting be received for information;

AND FURTHER THAT Mapleton Council hereby supports the proposed 2020 budget and levy for the MVCA.

CARRIED

12. Correspondence for Council's Information - was circulated with the agenda.

13. Notices of Motion

RESOLUTION 2020-03-14

Moved: Councillor Paul Douglas

Seconded: Councillor Marlene Ottens

THAT the Township of Mapleton direct staff to investigate alternative solutions to discourage specific commercial properties continuing to be vacant.

CARRIED

14. Notice Provision – none

15. Other Business - none

16. Council Tracking Sheet – no changes requested

17. Closed Session

See Item 1.1 in this agenda.

18. Confirmatory By-law Number 2020-015

RESOLUTION 2020-03-15

Moved: Councillor Marlene Ottens

Seconded: Councillor Paul Douglas

THAT By-law Number 2020-015 being a by-law to confirm all actions and proceedings of the Council of the Corporation of The Township of Mapleton be hereby read a first, second and third time signed by the Mayor and the Clerk and sealed with the Corporate Seal.

CARRIED

19. Adjournment

There being no further business, the meeting adjourned at 8:14 p.m.

Mayor Gregg Davidson

Clerk Barb Schellenberger

PLEASE NOTE: Alternate Formats and Communication Support

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NOTICE OF A PUBLIC MEETING FOR AN AMENDMENT TO THE MAPLETON ZONING BY-LAW AND NOTICE OF COMPLETE APPLICATION ZBA2020-03

TAKE NOTICE that the Council of the Corporation of the Township of Mapleton has received a complete application to consider a proposed amendment to the Comprehensive Zoning By-law 2010-80, pursuant to Section 34 of the *Planning Act, R.S.O. 1990*, as amended.

PUBLIC MEETING Mapleton Council will consider this application at their meeting scheduled for:

Tuesday, March 10, 2020
Mapleton Township Municipal Offices
Council Chambers
7275 Sideroad 16
7:00 p.m.

Location of the Subject Land

The property subject to the proposed amendment is legally described as Part Lot 17, Concession 5 (Peel) and is Municipally known as 7329 Fourth Line. The subject property has an area of approximately 40 ha (98.8 ac). The location of the subject land is shown on the map below.

The Purpose and Effect of the Application

The purpose and effect of the proposed amendment is to rezone the subject lands to permit a liquid manure tank within the Natural Environment (NE) zone and provide relief from the Minimum Distance Separation 2 (MDS 2) setback requirements for the proposed liquid manure tank. The applicants are proposing to construct an addition to an existing dairy barn and a new liquid manure storage area on the subject land. The proposed liquid manure tank will be setback approximately 205 m (672 ft) from the closest neighbours dwelling and located partially within the NE Zone. The minimum distance separation required is 244 m (800 ft) and a manure tank is not a permitted use within the NE Zone. Additional relief may be considered at this meeting.

Oral or Written Submissions

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

Power of the Tribunal to Dismiss Appeals

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Township of Mapleton to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Mapleton before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Mapleton before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Request for Notice of Decision

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

Additional Information

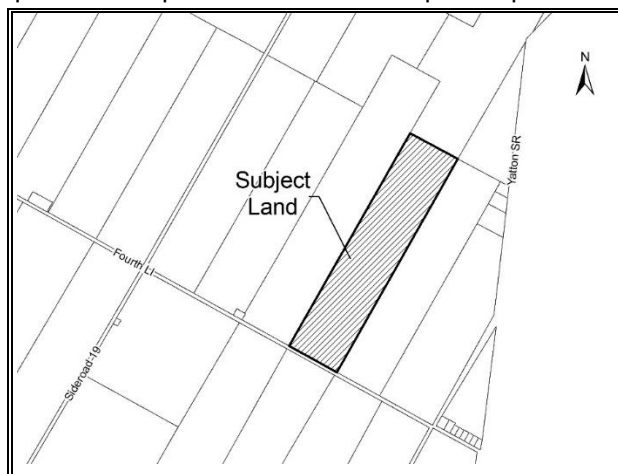
For more information about this matter, including information about appeal rights, please contact or visit the Municipal Office at the address shown below. O. Reg. 470/09, s. 2: 179/16, s. 2

The application and any additional information is available to the public for inspection at the Township of Mapleton Municipal Office during office hours.

Dated at the Township of Mapleton
This 12th day of February 2020.

Barb Schellenberger, Clerk
Township of Mapleton
7275 Sideroad 16
Drayton, ON N0G 1P0
Phone: 519.638.3313 Ext.023
Fax: 519.638.5113

bschellenberger@mapleton.ca





TOWNSHIP OF MAPLETON

7275 Sideroad 16, P.O. Box 160, Drayton, ON N0G 1P0
Phone: 519.638.3313, Fax: 519.638.5113, TF: 1.800.385.7248
www.mapleton.ca

Staff Commenting Form

ZBA2020-03	OWNER: Laurence F. Martin 7329 Fourth Line R.R. # 2 Wallenstein, ON N0B 2S0	SUBJECT LAND: Con 5 Pt Lot 17, Peel CIVIC ADDRESS: 7329 Fourth Line
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Staff confirmed the following:

- Property owners and agencies were provided with the required notice by prepaid first class mail or by email on February 13, 2020.
- Proper postings were completed at the site.
- Public Notice was posted in the February 20, 2020 issue of the Community News.
- Planning Report dated March 4, 2020 prepared by Planner Jessica Rahim was received and included in the agenda package.
- Grand River Conservation Authority comments dated January 7, 2020 (for minor variance file) state no objection.
- Ratepayer: No concerns or letters of objection were received.

Prepared on March 5, 2020 by:

Barb Schellenberger, Municipal Clerk



PLANNING REPORT for the TOWNSHIP OF MAPLETON

Prepared by the County of Wellington Planning and Development Department

DATE: March 4, 2020
TO: Manny Baron, C.A.O.
Township of Mapleton
FROM: Jessica Rahim, Planner
County of Wellington
SUBJECT: **Laurence Martin – MDS 2 and NE site specific**
7329 Fourth Line, Mapleton
Zoning By-law Amendment (ZBA 2020-03)

PLANNING OPINION

The purpose of the proposed amendment is to to rezone the subject lands to permit a liquid manure tank within the Natural Environment (NE) zone and provide relief from the Minimum Distance Separation 2 (MDS 2) setback requirements for the proposed liquid manure tank. The applicants are proposing to construct an addition to an existing dairy barn and a new liquid manure storage area on the subject land. The proposed liquid manure tank will be setback approximately 205 m (672 ft) from the closest neighbours dwelling and located partially within the NE Zone. The minimum distance separation required is 244 m (800 ft) and a manure tank is not a permitted use within the NE Zone.

Council should be satisfied that the proposed amendment is consistent with the PPS and is in conformity with the County of Wellington Official Plan.

Planning Staff have prepared a draft Zoning By-law amendment for Council’s consideration which is attached to this report.

INTRODUCTION

The property subject to the proposed amendment is legally described as Part Lot 17, Concession 5 (Peel) and is Municipally known as 7329 Fourth Line. The subject property has an area of approximately 40 ha (98.8 ac) which contains an existing dwelling, barn, liquid manure tank and shed. (Figure 1: Airphoto).



Figure 1. 2015 Aerial Photo of Subject lands.

PROPOSAL

The purpose and effect of the proposed amendment is to rezone the subject lands to permit a liquid manure tank within the Natural Environment (NE) zone and provide relief from the Minimum Distance Separation 2 (MDS 2) setback requirements for the proposed liquid manure tank. The applicants are proposing to construct an addition to an existing dairy barn and a new liquid manure storage area on the subject land. The proposed liquid manure tank will be setback approximately 205 m (672 ft) from the closest neighbours dwelling and

located partially within the NE Zone. The minimum distance separation required is 244 m (800 ft) and a manure tank is not a permitted use within the NE Zone.

A PLACE TO GROW

The Growth Plan for the Greater Golden Horseshoe, 2019, came into effect on May 16, 2019. The Growth Plan provides growth management policy direction for the GGH, which includes Wellington County. All planning decisions are required to conform to the applicable policies and provisions of the Growth Plan. The proposed manure tank is not located within a key hydrologic feature or key natural heritage feature identified within the Growth Plan.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is within an area of prime agricultural land. New or expanding livestock facilities shall comply with the minimum distance separation formulae. Guideline #43 of the MDS Implementation Guidelines outlines that minor variances to MDS II distances can be considered based on site specific circumstances. Circumstances that meet the intent, if not the precise distances of MDS II, or mitigate environmental impacts, may warrant further consideration.

COUNTY OFFICIAL PLAN

The subject property is designated Prime Agricultural and Core Greenlands within the County Official Plan. Identified features within the Core Greenlands designation include Flood Plain.

Permitted uses within the Prime Agricultural area include agricultural uses provided that the appropriate provincial minimum distance separation formula is applied to new or expanding livestock facilities. Guideline #43 of the provincial guidelines allows for a reduction in the MDS 2 setbacks provided the relief is considered through a minor variance or a site specific zoning by-law amendment.

Section 8.9.5 of the County Official Plan indicates that “no buildings or structure shall be erected and no placement, movement or removal of fill may occur within the flood plain without the prior approval of the Conservation Authority”.

ZONING BY-LAW

The subject property is zoned Agricultural (A) and Natural Environment (NE). The Agricultural zone allows for agricultural uses, buildings and structures. The location of the proposed liquid manure storage area does not meet the Minimum Distance Separation 2 (MDS 2) from the nearest neighbouring residential dwelling. The required MDS 2 setback to a Type A land use is 244 m (800 ft), whereas the applicants have requested for a setback of 205 m (672.5 ft) to the nearest neighbours dwelling.

The proposed liquid manure storage area will also be located partially within the Natural Environment (NE) zone (See Figure 1 above). New agricultural building or structures are not permitted within the NE zone.

Section 28.2 of the zoning by-law outlines regulations within the NE zone including:

By-law Section	Regulations
Section 28.2 a)	No alteration or disturbance to watercourses or to municipal drains associated with open watercourses will be permitted without the prior written approval of the Conservation Authority having jurisdiction in the area.
Section 28.2 e)	Related Natural Environment Setbacks are contained within the applicable regulations of Section 6-General Provisions of this By-law.
Section 28.2 f)	Interpretation of the limits of NE zone boundaries shall be governed by Section 2.6 of this By-law.

Section 6.20(b)(i) of the Mapleton Zoning By-Law reconstruction of existing buildings/structures including environmental improvements to manure storage facilities associated with an existing livestock facility but not a hobby barn are permitted provided that a setback of 3 m (9.8 ft) from the NE zone boundary is maintained.

Section 2.6 of the Mapleton Zoning By-law states that the boundaries of the NE zone can be more precisely determined by the applicable Conservation Authority. Upon re-interpretation of the zone boundary, all requirements (including any setbacks) shall be reviewed relative to the revised interpretation.

PLANNING DISCUSSION

Compatibility:

MDS 2 relief: We have no concerns with the relief requested for the liquid manure tank. The location of the proposed barn addition and liquid manure tank provides operational efficiency.

NE Zone: The Mapleton Zoning By-law recognizes environmental improvements to manure storage facilities provided that a setback of 3 m (9.8 ft) from the NE zone boundary is maintained. The applicant has indicated that they are not able to maintain the minimum 3 m (9.8 ft) setback from the NE zone due to the location of existing structures and the elevations from the water course. The applicants have also indicated that they will be decommissioning the existing liquid manure tank located within the NE zone and reconstructing the proposed new manure tank further from the water course on the subject property. There will also be a 150 m berm required to separate the proposed manure tank and the water course.

The proposed manure tank is located within the regulated area of the Grand River Conservation Authority (GRCA) and approval has been granted to construct the new manure tank. GRCA has provided the following comments:

“While our policies generally do not permit development within the riverine flooding hazard, there is an exception for agricultural structures which reduce the risk associated with erosion or pollution or promote the conservation of land (Section 8.1.26 of Ontario Regulation 150/06). Additionally, the new manure tank is proposed to be further away from the watercourse than the existing and will be floodproofed once developed. It was on these bases that the GRCA permit for the manure tank was approved. Please find section 8.1.26 below for reference:

8.1.26 *Agricultural Structures which reduce risks associated with erosion or pollution or promote the conservation of land may be permitted in accordance with the policies in Sections 7.1.2-7.1.3 - General Policies, and where it can be demonstrated that:*

- b) there is no feasible alternative site outside the Riverine Flooding Hazard,*
- c) the risk of property damage is minimized through site design and flood emergency plans, and*
- d) floodproofing is undertaken to the extent practical, where floodproofing to the elevation of the Regulatory Flood is not technically feasible”.*

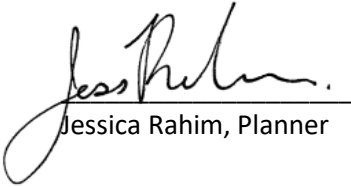
Draft Zoning By-law:

Planning Staff have prepared a draft site specific by-law that permits a liquid manure tank within the Natural Environment zone on the subject property, and a reduced MDS 2 setback to the neighbouring dwelling. The draft by-law is attached to this report for public viewing and Council’s consideration.

I trust these comments will be of assistance to Council in their consideration of this matter.

Respectfully submitted

County of Wellington Planning and Development Department



Jessica Rahim, Planner

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
BY-LAW NUMBER _____
Being a By-law to amend By-law 2010-080, being a
Zoning By-law for the Township of Mapleton

Part Lot 17, Concession 5
7329 Fourth Line, Peel Township
ZBA 2020-03

WHEREAS the Council of the Corporation of the Township of Mapleton deems it desirable to amend said By-law Number 2010-080, as amended.

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. That By-law Number 2010-080, is hereby amended by changing the zoning on the map forming Schedule 'A-1', as it applies to Part Lot 17, Concession 5 (Peel), with a municipal address of 7329 Fourth Line, Mapleton as illustrated on Schedule 'A' attached to and forming part of this By-law from:
 - **Agricultural (A) to Agricultural Exception (A 31.230) ;**
 - **Natural Environment (NE) to Natural Environment Exception (NE 31.231)**

2. THAT Section 31, Exception Zone, is amended by the inclusion of the following new exception:

31.230 Part Lot 17, Concession 5 (Peel), of 7329 Fourth Line, Mapleton	Notwithstanding Section 6.17.2, MDS II, or any other section of this by-law to the contrary, the minimum setback between the liquid manure tank and the neighbouring dwelling located at 7313 Fourth Line shall be 205 m (672.5 ft).
31.231 Part Lot 17, Concession 5 (Peel), of 7329 Fourth Line, Mapleton	In addition to the uses permitted in the Natural Environment (NE) zone, a liquid manure tank is permitted in accordance with Grand River Conservation Authority approval.

3. That except as amended by this By-law, the subject lands, as shown on Schedule 'A' to this By-law, shall be subject to all other applicable regulations of By-law Number 2010-080, as amended.
4. This By-law shall come into effect on the final passing thereof by the Council of Corporation of the Township of Mapleton, subject to compliance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

READ a first, second and third time and passed this day of , 2020.

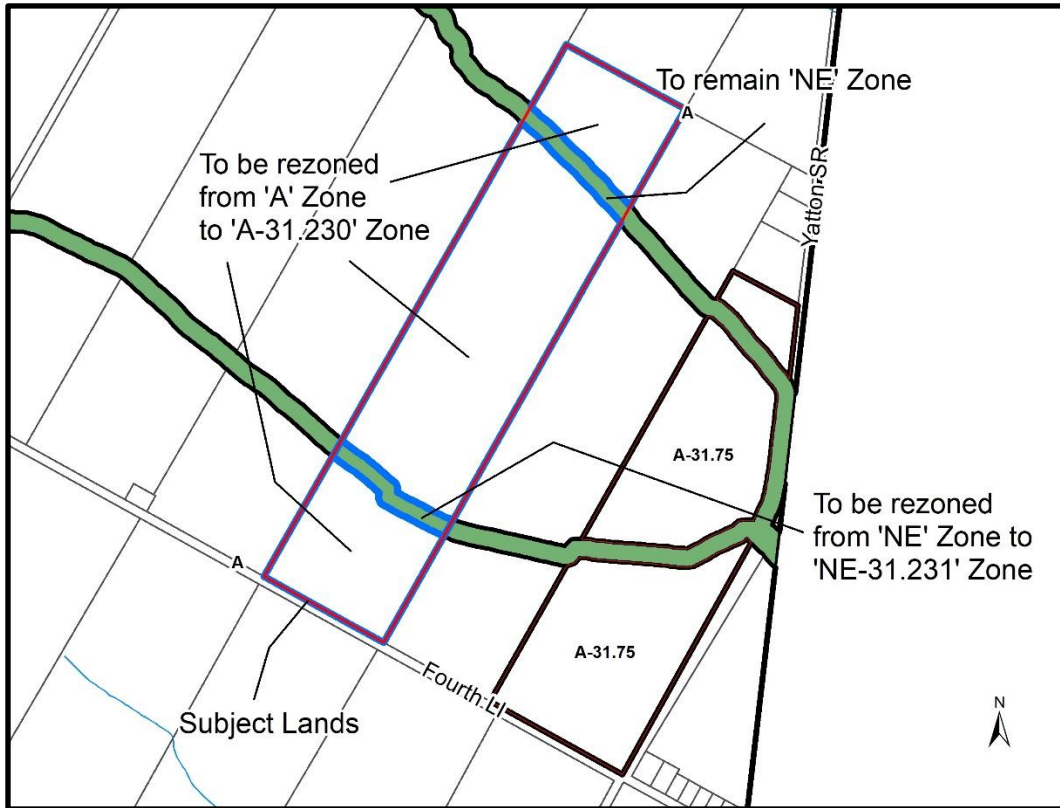
Mayor Gregg Davidson

Clerk Barb Schellenberger

THE TOWNSHIP OF MAPLETON

BY-LAW NO _____.

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exceptions (A-31.230) and Natural Environment (NE) to Natural Environment Exception (NE-31.231)

Passed this ____ day of _____ 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger

EXPLANATORY NOTE

BY-LAW NUMBER _____.

SUBJECT LAND

The subject land is legally as Part Lot 17, Concession 5 (Peel) and is Municipally known as 7329 Fourth Line. The subject property has an area of approximately 40 ha (98.8 ac) and has an existing dwelling, barns and shed.

PURPOSE AND EFFECT

The purpose and effect of the proposed amendment is to rezone the subject lands to permit a liquid manure tank within the Natural Environment (NE) zone and provide relief from the Minimum Distance Separation 2 (MDS 2) setback requirements for the proposed liquid manure tank. The applicants are proposing to construct an addition to an existing dairy barn and a new liquid manure storage area on the subject land. The proposed liquid manure tank will be setback approximately 205 m (672 ft) from the closest neighbours dwelling and located partially within the NE Zone. The minimum distance separation required is 244 m (800 ft) and a manure tank is not a permitted use within the NE Zone.

From: Martin Farm <martinfarm.mail@gmail.com>
Sent: Tuesday, February 4, 2020 3:08 PM
To: Barb Schellenberger <BSchellenberger@mapleton.ca>
Subject: Variance application

Good afternoon:

Please accept the attached application for relief of MDS from neighbouring residence and also an amendment to consider for authorization to build in a protected area (Natural Environment).

Grand River Conservation has already approved the application from their perspective, based on the information they have received concerning decommissioning of the old existing structure, increased distance from the water course for the new proposed structure and a 150m berm separating the new proposed structure and the water course.

It is my understanding that GRCA has communicated their approval to Patty Wright who has confirmed that to me in a telephone confirmation.

Thank you,

Laurence Martin
Wallenstein.
519-573-4477

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
MINOR VARIANCE APPLICATION
Pursuant to Section 45 of The Planning Act R.S.O. 1990, as amended

A. GENERAL INFORMATION

1.* APPLICANT INFORMATION

a)* Owner's Name(s): LAURENCE MARTIN

2.* PROVIDE A DESCRIPTION OF THE "ENTIRE" PROPERTY

Measurements are in Metric [] Imperial [] units

Municipal Address (number and street/road name): 7329 HTH LINE

Concession: 5 Lot: 17 Registered Plan No.: _____

Area: 100 Ac. Depth: _____ Frontage (Width): _____

Width of Road Allowance (if known): _____

3a).* **WHAT IS THE ACCESS TO THE SUBJECT PROPERTY:**

- i) Provincial Highway [] ii) Seasonally maintained municipal road []
- iii) Continually maintained municipal road [] iv) Other public road []
- v) Right-of-way [] vi) Water access

3b).* **IF ACCESS IS BY WATER ONLY, PLEASE DESCRIBE THE PARKING AND DOCKING FACILITIES USED OR TO BE USED AND THE APPROXIMATE DISTANCE OF THESE FACILITIES FROM SUBJECT LAND TO THE NEAREST PUBLIC ROAD. _____**

4.* **WHAT IS THE CURRENT OFFICIAL PLAN AND ZONING STATUS?**

Official Plan Designation: _____

Zoning: Agricultural

B. EXISTING AND PROPOSED SERVICES

5.* **INDICATE THE APPLICABLE WATER SUPPLY AND SEWAGE DISPOSAL:**

	Municipal Water	Private or Communal Well	Private Well	Other Water Supply	Municipal Sewers	Communal Sewers	Private Septic	Other Sewage Disposal
a) Existing*	[]	<input checked="" type="checkbox"/>	[]	[]	[]	[]	<input checked="" type="checkbox"/>	[]
b) Proposed	[]	[]	[]	[]	[]	[]	[]	[]

6. **IS STORM DRAINAGE PROVIDED BY:** SEWERS [] DITCHES SWALE
OTHER MEANS []

7. **WHAT IS THE NAME OF THE ROAD OR STREET THAT PROVIDES ACCESS TO THE SUBJECT PROPERTY?** 4TH LINE

C. REASON FOR APPLICATION

8.* WHAT IS THE NATURE AND THE EXTENT OF THE RELIEF THAT IS BEING APPLIED FOR?

(Please Specifically indicate on sketch)

SEE SKETCH
ACTUAL DISTANCE IS 672', MINIMUM DISTANCE IS 800'
APPLICATION IS FOR 150'±

9.* WHY IS IT NOT POSSIBLE TO COMPLY WITH THE PROVISIONS OF THE BY-LAW?

(Please Specifically indicate on sketch)

DUE TO THE PLACEMENT OF EXISTING SERVICE STRUCTURES (A SILO & STORAGE BLDG), AND THE NEW BARN PROPOSAL & THE CLEANOUT EXIT, THE PROPOSED MANURE STORAGE MUST BE AT THAT LOCATION.

D. EXISTING SUBJECT AND ABUTTING PROPERTY LAND USES, BUILDINGS AND THEIR LOCATION

10.* WHAT IS THE EXISTING USE OF:

- a) THE SUBJECT PROPERTY? AGRICULTURE
- b) THE ABUTTING PROPERTIES? AGRICULTURE

11.* DATE OF ACQUISITION OF SUBJECT PROPERTY: 1994

DATE OF CONSTRUCTION OF ALL BUILDINGS ON SUBJECT PROPERTY:

12. HOW LONG HAVE THE EXISTING USES CONTINUED ON THE SUBJECT PROPERTY?

SINCE 1994

13.* PROVIDE THE FOLLOWING DETAILS FOR ALL BUILDINGS ON OR PROPOSED FOR THE SUBJECT LAND:

Measurements are in Metric [] Imperial [] units

	<u>Existing</u>	<u>Proposed</u>		<u>Existing</u>	<u>Proposed</u>
a) Type of Building	_____	_____	b) Main Building Height	_____	_____
c) % of Lot Coverage	_____	_____	d) # of Parking Spaces	_____	_____
e) # of Loading Spaces	_____	_____	f) Number of Floors	_____	_____
g) Total Floor Area (exclude basement)	_____	_____	h) Ground Floor Area	_____	_____

SEE ATTACHED SKETCH

14.* WHAT IS THE LOCATION OF ALL BUILDINGS EXISTING AND PROPOSED FOR THE SUBJECT PROPERTY:

(Specify distances from front, rear and side lot lines) Measurements are in Metric []

Imperial [] units

	<u>Existing</u>	<u>Proposed</u>
a) Front Yard	_____	_____
b) Rear Yard	_____	_____
c) Side Yards	_____	_____

15.* HAS THE OWNER PREVIOUSLY APPLIED FOR RELIEF IN RESPECT TO THE SUBJECT PROPERTY

YES []

NO [X]

IF THE ANSWER IS YES, PLEASE INDICATE THE FILE NUMBER AND DESCRIBE BRIEFLY:

E. OTHER RELATED PLANNING APPLICATIONS

16.* HAS THE LAND APPLICANT/OWNER MADE APPLICATION FOR ANY OF THE FOLLOWING ON THE SUBJECT LAND?

Official Plan Amendment	Yes []	No [X]
Zoning By-law Amendment	Yes []	No [X]
Plan of Subdivision	Yes []	No []
Consent (Severance)	Yes []	No [X]

17.* IF THE ANSWER TO QUESTION 15 IS YES, PLEASE PROVIDE THE FOLLOWING INFORMATION:

File No. of Application: _____

Purpose of Application: _____

Status of Application: _____

F. AUTHORIZATION FOR AGENT/SOLICITOR TO ACT FOR OWNER:

(If affidavit (G) is signed by an Agent/Solicitor on Owner's behalf, the Owner's written authorization below must be completed)

I (we) _____ of the _____ of _____,
County/Region
of _____ do hereby authorize _____ to act as
my agent in this application.

Signature of Owner or Authorized Solicitor of Authorized Agent

Date



Minimum Distance Separation II

Worksheet 1
Prepared By: Gary Van Ankum, Consultant, CFS

Description:

Application Date: Tuesday, October 29, 2019

Municipal File Number:

Applicant Contact Information

Laurence Martin
7329 4th Line
Wallenstein, ON, Canada N0B 2S0
Phone #1: 519-573-4477

Location of Subject Livestock Facilities

County of Wellington, Township of Mapleton
PEEL, Concession: 5, Lot: 17
Roll Number: 23320000303200

Calculation Name: *Farm 1*

Description:

The barn area is an estimate only and is intended to provide users with an indication of whether the number of livestock entered is reasonable.

Manure Type	Type of Livestock/Manure	Existing Maximum Number	Existing Maximum Number (NU)	Total Maximum Number	Total Maximum Number (NU)	Estimated Livestock Barn Area
Liquid	Dairy, Calves Large Frame (45 - 182 kg) (eg. Holsteins)	10	1.7	15	2.5	525 ft ²
Liquid	Dairy, Heifers Large Frame (182 - 545 kg) (eg. Holsteins), Free Stall	50	25.0	70	35.0	5,250 ft ²
Liquid	Dairy, Milking-age Cows (dry or milking) Large Frame (545 - 658 kg) (eg. Holsteins), 3 Row Free Stall	50	71.4	75	107.1	7,875 ft ²

Manure Storage: M1. Liquid, outside, no cover, straight-walled storage

Existing design capacity (NU): 98.1
Design capacity after alteration (NU): 144.6

$$\begin{matrix}
 \text{Factor A} & \text{Factor B} & \text{Factor C} & \text{Factor D} & & \text{Building Base Distance 'F'} \\
 \text{(Odour Potential)} & \text{(Size)} & \text{(Orderly Expansion)} & \text{(Manure Type)} & & \text{(minimum distance from livestock barn)} \\
 0.7 & X & 359.29 & X & 0.7942 & X & 0.8 & = & 160 \text{ m (524 ft)}
 \end{matrix}$$

Storage Base Distance 'S'
(minimum distance from manure storage)
244 m (800 ft)

MDS II Setback Distance Summary

Description	Minimum Livestock Barn Setback Distance	Actual Livestock Barn Setback Distance	Minimum Manure Storage Setback Distance	Actual Manure Storage Setback Distance
Type A Land Uses	160 m 524 ft	194 m 638 ft	244 m 800 ft	205 m 672 ft
Type B Land Uses	320 m 1,049 ft	TBD	488 m 1,600 ft	TBD
Nearest lot line (side or rear)	16 m 52 ft	62 m 203 ft	24 m 80 ft	48 m 159 ft
Nearest road allowance	32 m 105 ft	201 m 661 ft	49 m 160 ft	239 m 785 ft



Minimum Distance Separation II

Worksheet 1
Prepared By: Gary Van Ankum, Consultant, CFS

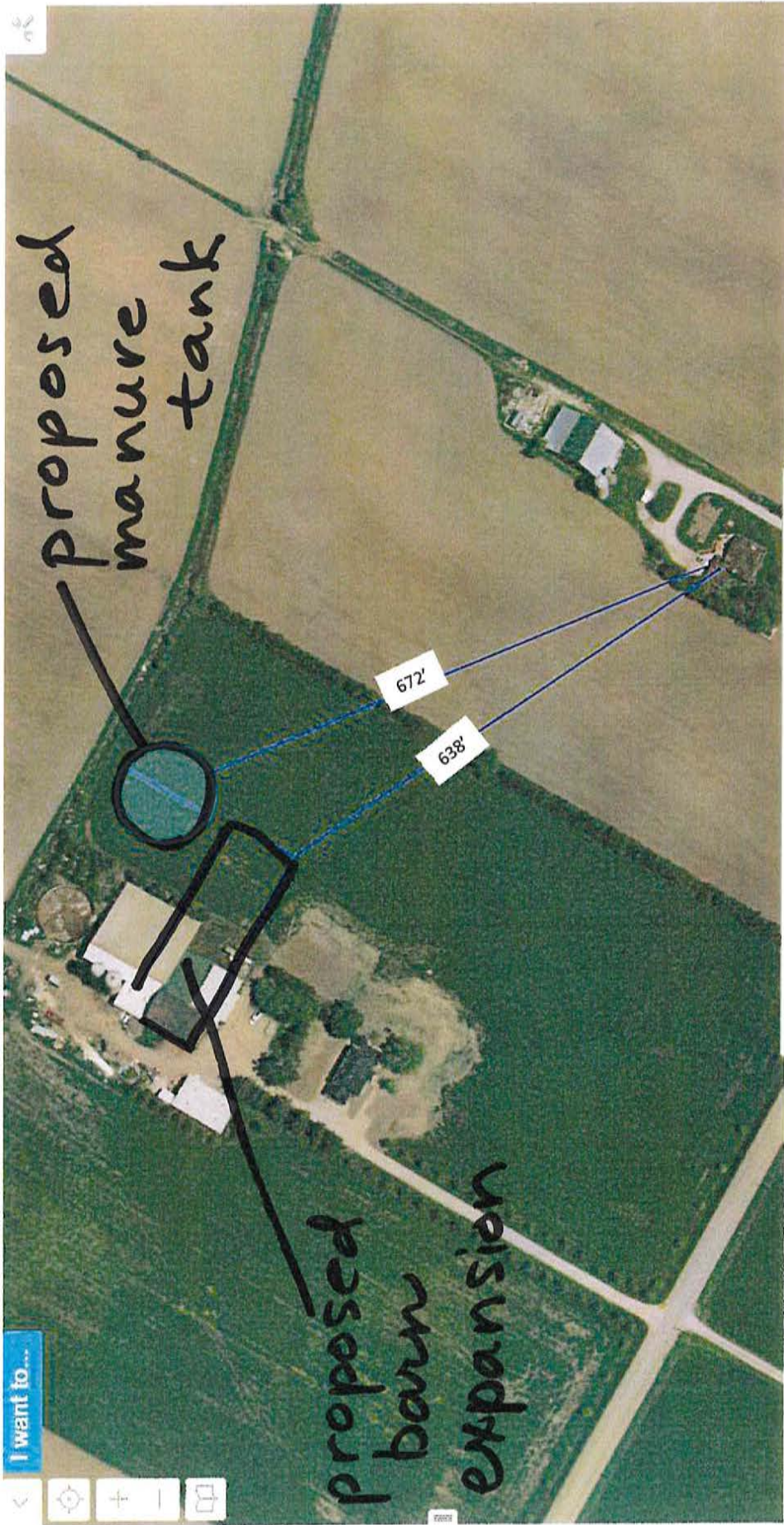
Preparer Information

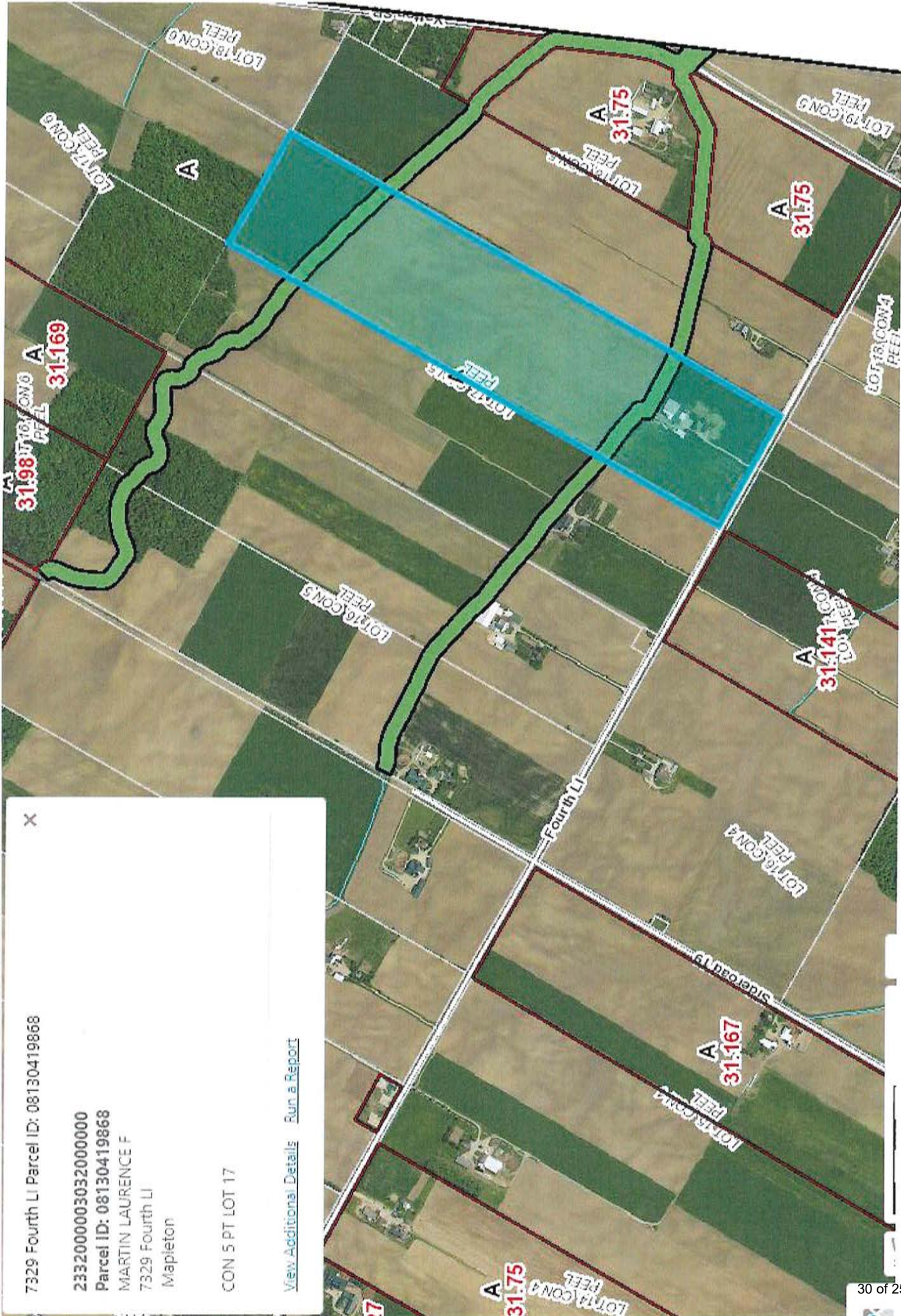
Gary Van Ankum
Consultant
CFS
7668 Eighth Line
R.R. # 2
Drayton, ON, Canada N0G 1P0
Phone #1: 519 638 3457
Fax: 519 638 8966
Email: garyva@cleanfield.biz

Signature of Preparer: _____ Date: _____
Gary Van Ankum, Consultant

NOTE TO THE USER:
The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has developed this software program for distribution and use with the Minimum Distance Separation (MDS) Formulae as a public service to assist farmers, consultants, and the general public. This version of the software distributed by OMAFRA will be considered to be the official version for purposes of calculating MDS. OMAFRA is not responsible for errors due to inaccurate or incorrect data or information; mistakes in calculation; errors arising out of modification of the software, or errors arising out of incorrect inputting of data. All data and calculations should be verified before acting on them.

Nearest house from barn needs to be 524' – no issues
Nearest house from tank needs to be 800'- need approx. 130' of relief





7329 Fourth LI Parcel ID: 08130419868

2332000003032000000

Parcel ID: 08130419868

MARTIN LAURENCE F

7329 Fourth LI

Mapleton

CON 5 PT LOT 17

[View Additional Details](#) [Run a Report](#)



**PLAN REVIEW REPORT: Township of Mapleton
Barb Schellenberger, Deputy Clerk**

DATE: January 7, 2020 **YOUR FILE:** A2020-01

RE: **Application for Minor Variance**
7329 4th Line, Township of Mapleton

GRCA COMMENT:*

The Grand River Conservation Authority (GRCA) has no objection to the proposed minor variance

BACKGROUND:

1. Resource Issues:

Information currently available at this office indicates that the subject lands contain watercourses, floodplain, and the regulatory allowances to these features.

2. Legislative/Policy Requirements and Implications:

Portions of the subject property contains natural heritage and natural hazard features as identified by the Provincial Policy Statement (PPS, 2014) and the Greenlands System in accordance to the County of Wellington Official Plan (2015).

Due to the presence of the above-noted features, the proposed manure storage is within the GRCA's regulated area under *Ontario Regulation 150/06* (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation). A GRCA permit has been issued for the construction of the proposed manure storage (GRCA Permit #775/19).

The addition to the existing dairy barn is proposed to be located outside GRCA's regulated areas. As such, no GRCA permit will be required for its development.

3. Additional Information/Suggestions provided in an advisory capacity:

This application is a 'minor' minor variance application and the applicable review fee is \$275.00. With a copy of this letter, the applicant will be invoiced in the amount of \$275.00.

Should you have any questions or require further information, please contact the undersigned at 519-621-2763, extension 2231.

Sincerely,

A handwritten signature in cursive script that reads "Laura Warner".

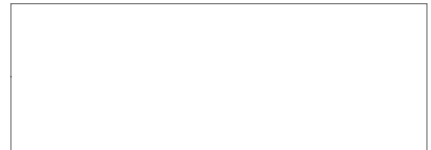
Laura Warner
Resource Planner
Grand River Conservation Authority
LW

c.c. Laurence Martin, 7329 4th Line, Wallenstein, ON N0B 2S0

- ***These comments are respectfully submitted to the Committee and reflect the resource concerns within the scope and mandate of the Grand River Conservation Authority.***



7329 Fourth Line

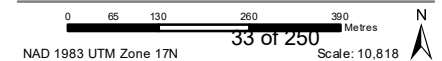


Legend

- Regulation Limit (GRCA)
- Regulated Watercourse (GRCA)
- Regulated Waterbody (GRCA)
- Wetland (GRCA)
- Floodplain (GRCA)
 - Engineered
 - Estimated
 - Approximate
 - Special Policy Area
- Slope Valley (GRCA)
 - Steep
 - Oversteep
 - Steep
- Slope Erosion (GRCA)
 - Oversteep
 - Toe
- Lake Erie Flood (GRCA)
- Lake Erie Shoreline Reach (GRCA)
- Lake Erie Dynamic Beach (GRCA)
- Lake Erie Erosion (GRCA)
- Parcel - Assessment (MPAC/MNRF)

This legend is static and may not fully reflect the layers shown on the map. The text of Ontario Regulation 150/06 supercedes the mapping as represented by these layers.

Copyright Grand River Conservation Authority, 2020.
 Disclaimer: This map is for illustrative purposes only. Information contained herein is not a substitute for professional review or a site survey and is subject to change without notice. The Grand River Conservation Authority takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.
 The source for each data layer is shown in parentheses in the map legend. For a complete listing of sources and citations go to: <https://maps.grandriver.ca/Sources-and-Citations.pdf>



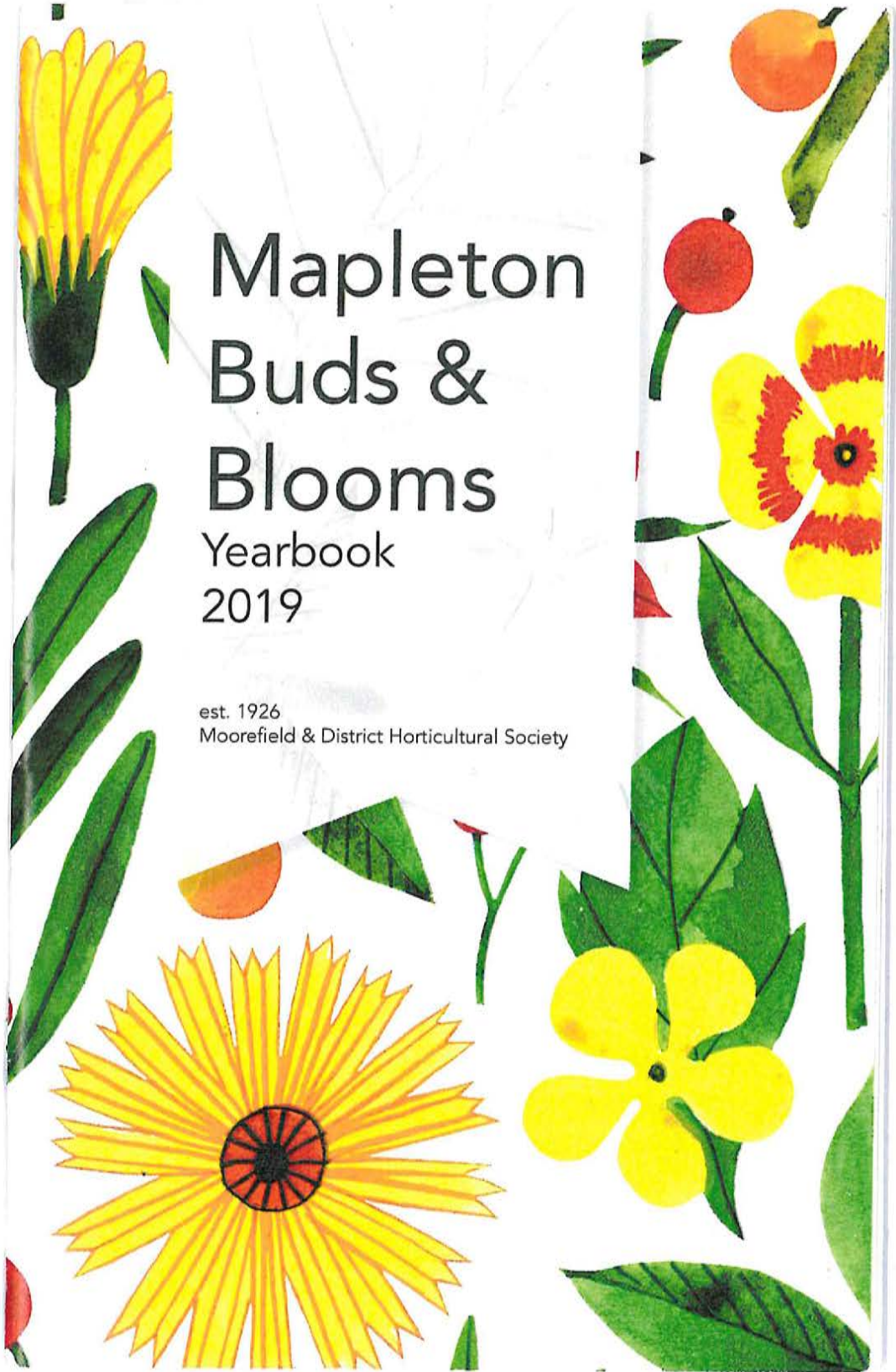
MOOREFIELD & DISTRICT HORTICULTURAL SOCIETY
SUBMISSION FOR DELEGATION
AT COUNCIL MARCH 10, 2020

We, the Moorefield & District Horticultural Society also know as, Mapleton Buds & Blooms request to appear before Council. We are seeking permission to use the Moorefield Community Centre for our monthly meetings. Monthly meetings will begin in April 2020 and are the 4th Tuesday of each month. We are a not for profit volunteer, community based organization. Therefore we are hoping to use the space at no cost to our organization.

We care for many flower beds within the Township of Mapleton. Collectively we volunteer approximately 428 hours to plant and maintain these flower beds. This includes purchasing the flowers ourselves and weeding the gardens. We are grateful that the township waters them.

Our meetings are educational and cover subjects such as; soil quality and improvements.

Thank you for your time and consideration.



Mapleton Buds & Blooms

Yearbook
2019

est. 1926
Moorefield & District Horticultural Society

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
PARKS AND RECREATION COMMITTEE MINUTES
THURSDAY, FEBRUARY 20, 2020 @ 6:00 PM
COUNCIL CHAMBERS



PRESENT: Kevin Otten, Chairperson
Cindy Martin, Member
Dahl Atin, Member
Lorrie Spaling, Member
Marlene Ottens, Councilor
Gregg Davidson, Mayor, Ex-officio Member

STAFF PRESENT: Manny Baron, CAO, Ex-officio Member
Sam Mattina, Director of Public Works
Jim Grose, Manager of Public Works
Sandra Good, Facilities Manager
Wanda Patton, Administrative Assistant, Public Works

REGRETS: Michael Norris, Member

1. **Call to Order** - 6:10 pm
2. **Declaration of Pecuniary Interest** – None
3. **Confirmation of Minutes**

- 3.1 Committee Minutes dated December 19, 2019.
- 3.2 Council Resolution dated February 11, 2020 concerning December 19, 2019 Committee Minutes was received.

RESOLUTION PRC 2020-01-01

Moved: Lorrie Spaling Seconded: Dahl Atin
THAT Council Resolution dated February 11, 2020 be received for information;
AND FURTHER THAT the minutes of the Township of Mapleton Parks and
Recreation Committee Meeting held on December 19, 2019 be approved as
circulated in the agenda package.

CARRIED

4. **Matters arising from Minutes** - None
5. **Delegations** – None
6. **Matters arising from Delegations** – None

7. Reports from Staff – None

8. Verbal Updates

- 8.1** Each committee member was provided with a copy of the updated Draft Rural Community Parks & Recreation Strategic Master Plan and asked to review the document and provide comments to S. Mattina, by March 16, 2020.
The comments will be forwarded to the consultant for their response.
If time allows we will bring their responses to committee at the next meeting in April.
- 8.2** In Mike Norris's absence, Sam Mattina advised the committee that we have received a quote for \$5,200.00.
There is 50/50 funding available.
There are 8 nets all together.
Discussion about the number of nets required and the size.
Defer this item pending more information.
- 8.3** There was some general conversation about children's programming in surrounding municipalities, particularly Palmerston, Harriston and Minto.
Marlene suggested that it should be cost neutral.
The Moorefield Park would be a perfect location.
Dahl mentioned that some of the churches offer various camps.
There is a lot of detail involved in planning, registering and running these camps. Eg. First aid, WHMIS, LIT etc.
Manny will phone Minto tomorrow to get their perspective and address this issue with Council.
It would be desirable to have paid students run the camps.
- 8.4** Discussion about having wildflowers, rather than grass on the new parcel of land purchased at the trail.
Could mow a few pathways through wildflowers to connect trail to the park.
Natural approach will attract butterflies and other pollinators.
This should also save staff time.
Jim advised that the neighbor has been cutting the grass for several years so that he would not have to look at weeds. We would have to explain to the neighbor what the approach is and present the benefits. Possibly plant a buffer with trees etc.
There are no specific plans for this lot at the present time.
This area is prone to floods.
Committee agrees to try this approach.
Council approval is not required.

Several updates were provided on local events.

Canada Day Fireworks – Manny Baron

Firefighters are no longer available to manage this event.

Municipality will fund the event and have a company run the fireworks but requires a community group to organize it. Eg. Logistics, security, safety etc.

Rotary Club is running a car show. Lorrie will check to see if the car show could be organized later in the day to stretch into the fireworks event.

Manny will call Kinsmen to see if they are interested.

It would be ideal to coordinate with other Canada Day events.

Tulip Festival – May 9, 2020 (liberation of Holland celebration)

Legion will have a parade.

2 pm – opening ceremonies

6 pm – street dance

Lots of activities, including some food trucks.

Cruise night (located behind the funeral home) will be on at the same time.

These events will be advertised in the paper and posters will be put up.

Rotary club will require 4 port-a-potties. Jim will send Lorrie vender contacts.

9. Adjournment

There being no further business the meeting adjourned at 7:10 p.m.

Kevin Ottens, Chairperson

Wanda Patton, Minute Taker

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
BUILDING REPORT BD2020-03

TO: Mayor Davidson and Members of Council
FROM: Patty Wright, Chief Building Official
RE: Report for February Month End and Year to Date (YTD)
DATE: March 10, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Building Department Report BD2020-03 dated March 10, 2020 regarding February Month End and Year to Date (YTD).

BACKGROUND:

Attached you will find a report showing the following:

- Permits issued in February 2020
- Permits issued YTD in 2020
- Total value for permits issued for February 2020
- Total value for permits issued YTD 2020
- Fees collected in February 2020
- Fees collected in YTD 2020
- Comparable totals from previous years

PREVIOUS PERTINENT REPORTS: None.

DISCUSSION:

The 3-year average of fees collected by the Building Department for the month of February is \$20,686.70 therefore the current month is above the 3-year average. Year to date numbers range from \$34,965.70 to \$44,416.25 over the past 3 years and the average of fees collected to date from 2017-2019 is \$39,853.02. The current year to date is above the 3-year range and above the 3-year average.

CONSULTATION: None.

FINANCIAL IMPLICATIONS:

As this report is primarily for permit activity, financial implications are not addressed at this time.

SUMMARY: The building department has no concerns at this time.

COMMUNICATONS: None.

STRATEGIC PLAN:

Municipal Infrastructure: Building activity is indicative of demand for services within the town limits.

The Local Economy: Provides an indicator of the current building climate and what areas of the economy are growing.

Recreation: N/A

Municipal Administration: N/A

Financial Responsibility: The building department strives to support building in the Township while remaining a net zero cost to the tax base.

Prepared By:
Patty Wright, CBCO, CPSO, CMMIII
Chief Building Official

Reviewed By:
Manny Baron
CAO

Attach A: Monthly Summary

TOWNSHIP OF MAPLETON

February 2020

Description	Permits	YTD	Value	Value YTD	Fees	Fees YTD
Single Family Dwelling	6	8	\$ 1,710,000.00	\$2,250,000.00	\$ 16,774.85	\$ 23,517.50
SFD Additions/Renovations		0		\$ -		\$ -
SFD Accessories	2	2	\$ 115,000.00	\$ 115,000.00	\$ 1,644.00	\$ 1,644.00
Decks		1		\$ 2,000.00		\$ 158.20
Agricultural	6	10	\$ 1,110,000.00	\$2,555,000.00	\$ 21,204.08	\$ 35,739.16
Agricultural Commercial		0		\$ -		\$ -
Agricultural Industrial		0		\$ -		\$ -
Septic Systems	3	4	\$ 70,000.00	\$ 95,000.00	\$ 1,500.00	\$ 2,000.00
Industrial		2		\$ 49,000.00		\$ 1,025.20
Institutional		0		\$ -		\$ -
Commercial		1		\$ 200,000.00		\$ 5,612.80
Cottages - New/Additions/Renovations	1	1	\$ 40,000.00	\$ 40,000.00	\$ 355.40	\$ 355.40
Designated Structures	1	1	\$ 3,500.00	\$ 3,500.00	\$ 125.00	\$ 125.00
Assembly Building	1	1	\$ 1,800,000.00	\$1,800,000.00	\$ 8,550.70	\$ 8,550.70
Demolition	2	2	\$ 11,000.00	\$ 11,000.00	\$ 300.00	\$ 300.00
Multi Units		0		\$ -		\$ -
TOTAL FEBRUARY 2020	22		\$ 4,859,500.00		\$ 50,454.03	
TOTALS YEAR TO DATE 2020	33		\$ 7,120,500.00		\$ 79,027.96	
TOTAL FEBRUARY 2019	19		\$ 2,692,600.00		\$ 20,792.10	
TOTALS YEAR TO DATE 2019	41		\$ 5,943,200.00		\$ 44,416.25	
TOTAL FEBRUARY 2018	16		\$ 2,364,760.00		\$ 24,515.10	
TOTALS YEAR TO DATE 2018	25		\$ 3,243,760.00		\$ 34,965.70	

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
BUILDING REPORT BD2020-04

TO: Mayor Davidson and Members of Council
FROM: Patty Wright, Chief Building Official
RE: 2019 Annual Report
DATE: March 10, 2020

RECOMMENDATION:

THAT Report BD2020-04, regarding Building Department 2019 Annual Report, be received.

BACKGROUND:

In accordance with Section 7(4) of the Building Code Act (Act), the municipality is required to prepare an Annual Report, to enhance transparency and ensure building permit fees do not exceed the reasonable anticipated cost of service delivery.

As a requirement of Article 1.9.1.1., Division C, of the 2012 Ontario Building Code, the Annual Report must include the following:

- a) Total fees collected for the year,
- b) Itemized expenses in the following categories:
 - o Direct costs of administration and enforcement of the Act, including the review of applications, plans and onsite inspection of buildings.
 - o Indirect costs of administration and enforcement of the Act, including support and overhead expenses;
- c) Reserve Fund balance.

Further as a requirement of Article 1.3.1.3., Division C of the 2012 Ontario Building Code, the Chief Building Official shall issue or refuse the permit in the time frame set out in table 1.3.1.3. See attachment C, Mapleton's Building Department response times.

DISCUSSION:

Revenue

In 2019 the building department issued 312 permits. Septic compliance letters, penalties and other inspections make up the remainder of the revenue.

The building department anticipated a revenue of \$458,772.00. The actual revenue earned was \$430,565.64. The actuals were below the budget by \$28,206.36.

Expenses

The total budgeted (direct and indirect) operational expenses were \$449,772.00 and the actual \$376,348.43 the difference can be attributed to line items that came in under budget.

The expenses, as provided in attachment A, represent the 2019 operational costs.

Reserves

The Building Department must report surpluses and deficits as per the Building Code Act. Surpluses cannot be used to fund general municipal expenditures; further departmental deficits should be funded from a Reserve Fund and not from the municipal funds. For this reason, the Building Permit Reserve Fund was established to provide for capital expenditures and revenue stabilization, as building permit activity is highly cyclical.

The balance of the reserve fund is as follows

Obligatory Reserve fund, 2019 opening balance	\$670,026.73
Estimated 2019 surplus to transfer	\$ 54,217.21
Total	\$724,243.94

Attachment B provides a breakdown of permits by category with construction value.

Attachment C indicates the permit response time in relation to the legislated timelines.

CONSULTATION:

Director of Finance was consulted.

FINANCIAL IMPLICATION:

There are no financial implications the building department remains a net zero impact to the tax base.

SUMMARY:

Reporting building department financial activity is a mandatory requirement for the Municipality as imposed by the Building Code Act.

COMMUNICATIONS:

This report presents the building department financial summary for the year 2019 and is prepared for information purposes. The report is unaudited. There may be adjustment for accounts payable/receivables not entered as of March 2, 2020.

Prepared By:
Patty Wright, CBCO, C.P.S.O. CMMIII
Chief Building Official

Reviewed by:
John Morris
Director of Finance

Manny Baron
CAO

Attachments

- A- Summary of Direct & Indirect Cost
- B- Breakdown of Permits
- C- Response Time

Building Department Annual Report (unaudited) as of February 24, 2020

Revenue	Actuals	Budget Amount	Variances (\$)
Building permits - Fees	\$ (406,114.86)	\$ (443,122.00)	\$ (37,007.14)
Septic systems - Permit fees	\$ (16,250.00)	\$ (15,000.00)	\$ 1,250.00
Septic systems - Compliance letters	\$ (160.00)	\$ (150.00)	\$ 10.00
Miscellaneous/Other Revenue	\$ (8,040.78)	\$ (500.00)	\$ 7,540.78
Total Building Department	\$ (430,565.64)	\$ (458,772.00)	\$ (28,206.36)

Direct expenses

Wages/Salary	\$ 259,384.13	\$ 256,600.00	\$ (2,784.13)
CPP	\$ 9,973.55	\$ 10,156.00	\$ 182.45
EI	\$ 3,797.51	\$ 4,517.00	\$ 719.49
WSIB	\$ 8,214.52	\$ 8,211.00	\$ (3.52)
EHT	\$ 5,096.45	\$ 5,004.00	\$ (92.45)
Benefits	\$ 21,423.75	\$ 22,881.00	\$ 1,457.25
OMERS	\$ 24,913.37	\$ 25,003.00	\$ 89.63
Travel Expenses	\$ 3,428.18	\$ 3,000.00	\$ (428.18)
Mileage	\$ 2,042.36	\$ 3,000.00	\$ 957.64
Health & Safety	\$ -	\$ 900.00	\$ 900.00
Education/Seminar/Convention	\$ 5,630.81	\$ 12,000.00	\$ 6,369.19
Membership fees	\$ 2,350.38	\$ 2,500.00	\$ 149.62
Publications/Reference Books	\$ 376.55	\$ 3,000.00	\$ 2,623.45

Indirect Expenses

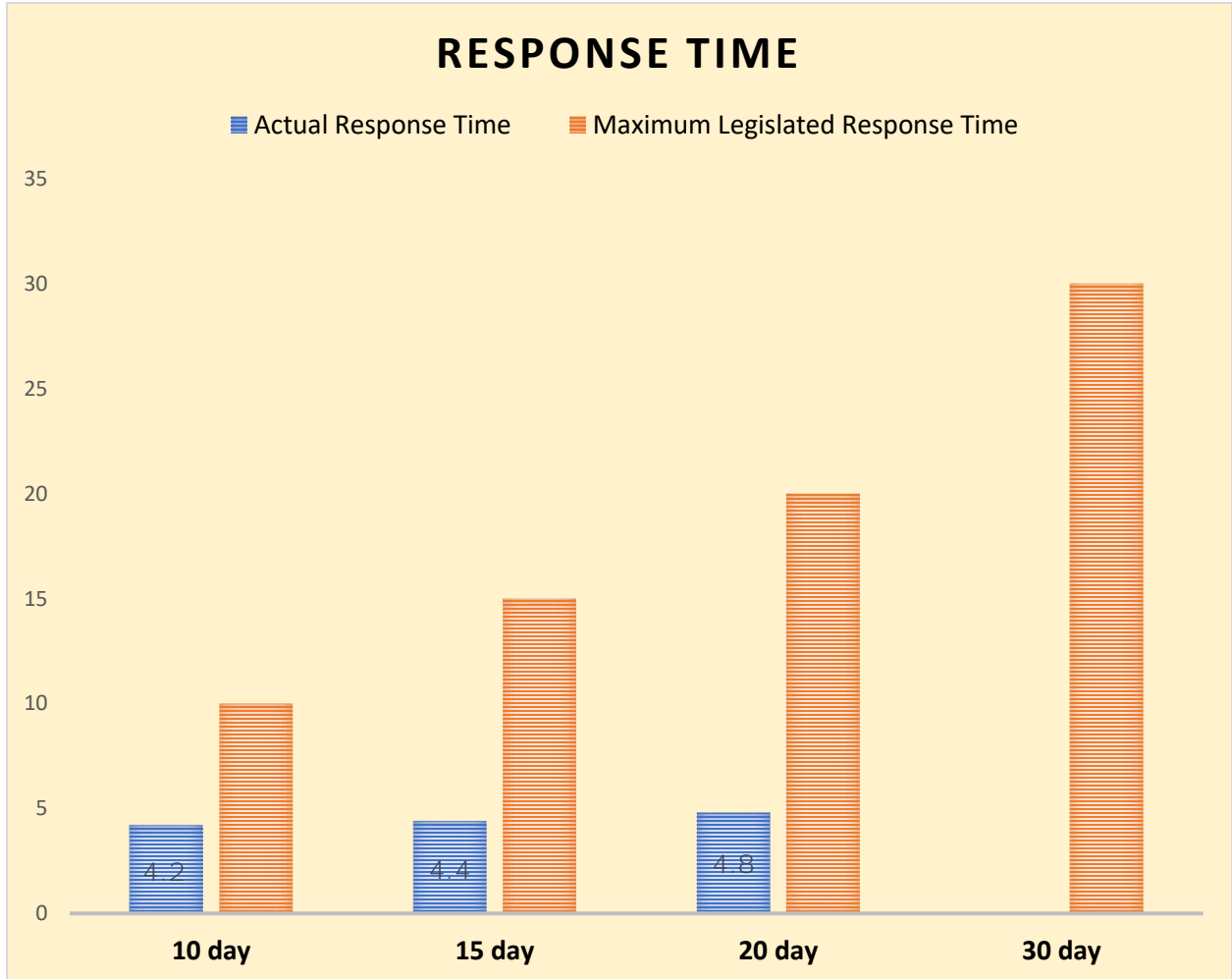
Insurance	\$ 856.00	\$ 800.00	\$ (56.00)
Utilities	\$ 2,054.18	\$ 2,600.00	\$ 545.82
Telephone/Communications	\$ 2,538.54	\$ 4,500.00	\$ 1,961.46
Advertising	\$ 429.18	\$ 1,500.00	\$ 1,070.82
Materials and Supplies	\$ 3,138.04	\$ 3,500.00	\$ 361.96
Computer - Hardware/Software	\$ -	\$ 2,600.00	\$ 2,600.00
Computer - Maintenance Contract	\$ 9,181.78	\$ 7,800.00	\$ (1,381.78)
Equipment - Maintenance	\$ 3,040.45	\$ 2,700.00	\$ (340.45)
Fuel	\$ 2,126.49	\$ 3,500.00	\$ 1,373.51
Building - Maintenance	\$ 465.01	\$ 1,000.00	\$ 534.99
Dept Clothing & Apparel	\$ 1,189.46	\$ 2,000.00	\$ 810.54
Legal Services	\$ -	\$ 5,000.00	\$ 5,000.00
Vehicle Maintenance/Expense	\$ 1,367.91	\$ 3,000.00	\$ 1,632.09
Contracts	\$ 1,302.53	\$ 50,000.00	\$ 48,697.47
Professional Fees - Engineering	\$ 1,127.30	\$ 1,000.00	\$ (127.30)
Miscellaneous	\$ 900.00	\$ 1,500.00	\$ 600.00
Total Expenses	\$ 376,348.43	\$ 449,772.00	\$ 73,423.57

Surplus/estimated transfer to reserve	\$ (54,217.21)
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Attachment B
Permit Type Breakdown

Permit Type	Number	% of Total Permits	Construction Value	% of Construction Value
Single Family New	23	7.4	11,345,100	21
Residential Reno/Additions	34	10.9	2,946,300	5.4
Residential Accessory	29	9.3	1,091,200	2.0
Agricultural	101	32.4	21,700,370	40.0
Industrial	13	4.2	4,337,500	8.0
Commercial	9	2.9	1,645,000	3.0
Institutional	1	0.3	615,000	1.1
Cottages New/Reno/Additions	10	3.2	380,500	0.7
Septic	34	10.9	689,000	1.3
Designated Structures	17	5.4	476,800	0.9
Assembly	7	2.2	135,000	0.3
Demolition	13	4.2	39,400	0.1
Decks	20	6.4	123,000	0.2
Multi - Residential	1	0.3	8,700,000	16
Total	312		54,224,170.00	

Attachment C
Response Times



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

CLOSE TO HOME 2020-01

TO: Mayor Davidson and Members of Council

FROM: Helen Edwards, Seniors' Health Services Coordinator

RE: Multi-Service Accountability Agreement Amendment (MSSA)

DATE: March 10th 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive the Close to Home Report 2020-01 dated March 10th 2020 regarding amendments to the Multi-Service Accountability Agreement.

AND FURTHER THAT Council authorize the Mayor and the CAO to execute the amended MSSA agreement.

BACKGROUND:

The minimal amendments made to the agreement are reflective of legislative changes. These amendments will simplify the transition of the MSSA to Ontario Health from the WWLHIN. While the MSSA will remain with the LHIN, as of March 30, 2020, it is anticipated that the MSSA agreement will be transferred to Ontario Health by Minister's transfer order. The newly signed agreement will be in effect until June 30, 2020.

PREVIOUS PERTINENT REPORTS:

None

DISCUSSION:

The Ontario government is moving forward with system changes to improve the efficiency of the health care system. In November 2019 the 14 Local Health Integration Networks were transitioned to 5 Ontario Health Interim and Transitional Regions. LHIN functions will eventually transition into Ontario Health or to local Ontario Health Teams over time based on the plan the ministry is developing with Ontario Health and LHINs.

CONSULTATION:

None

FINANCIAL IMPLICATIONS:

None

COMMUNICATION:

Two copies of the signed agreement will be couriered to the LHIN by the Seniors' Health Services Coordinator before the due date of March 15th 2020

Prepared By:
Helen Edwards
Seniors' Health Services Coordinator

Reviewed By:
Manny Baron
CAO

Attachments:

1. MSSA Amending Agreement

MSAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the “Agreement”) is made as of the 31st day of March, 2020

B E T W E E N:

WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK (the
“LHIN”)

AND

The Corporation Of The Township Of Mapleton (the “HSP”)

WHEREAS the LHIN and the HSP (together the “Parties”) entered into a multi-sector service accountability agreement that took effect April 1, 2019 (the “MSAA”);

AND WHEREAS the Parties wish to amend the MSAA in the manner set out in this Agreement;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1.0 Definitions. Except as otherwise defined in this Agreement, all terms shall have the meaning ascribed to them in the MSAA. References in this Agreement to the MSAA mean the MSAA as amended.

2.0 Amendments.

2.1 Agreed Amendments. The MSAA is amended as follows.

- a) All references to “LHIN” are deleted and replaced with “Funder”, with the exceptions of the defined term “LHIN” as a party to the agreement, and section 6.1(b) only in reference to the integrated health service plan which remain unamended.
- b) The first four paragraphs of the part of the MSAA entitled “Background” are deleted and replaced with the following.

“This service accountability agreement is entered into pursuant to the *Local Health System Integration Act, 2006*, with the expectation that it will be transferred by means of a transfer order issued by the Minister of Health under the *Connecting Care Act, 2019* (the “CCA”), from the LHIN as funder to Ontario Health, which is a Crown agency which, pursuant to

the CCA, has the power to provide funding to health service providers and integrated care delivery systems in respect of health services .

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.”

- c) All references to “LHSIA” are deleted and replaced with “the Enabling Legislation”, with the exceptions of the defined term “LHSIA” in section 1.1, and section 6.1(b) and section 8.1(b) in reference to LHSIA sections 5(m.1) and (m.2)” which remain unamended.
- d) The defined term “MOHLTC” and its definition are deleted and replaced with the following.

“**Ministry**” means, as the context requires, the Minister or the Ministry of Health and Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;”.

- e) All references to “MOHLTC” are deleted and replaced with “Ministry”.

In addition to the foregoing, the MSAA is further amended as follows.

- f) In section 1.1, the definition of “Accountability Agreement” is amended by deleting “, currently referred to as the Ministry LHIN Accountability Agreement”.
- g) In section 1.1, the definition of “Confidential Information” is amended by deleting: “: (1)”, and by deleting “; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA”.
- h) In section 1.1, the definition of “Digital Health” is amended by deleting “has the meaning ascribed to it in the Accountability Agreement and”.
- i) In section 1.1, the definition of “LHIN Cluster” is deleted.
- j) In section 1.1, the definition of “Mandate Letter” is amended by adding “the” before “Ministry” three times.

k) In section 1.1, the definition of “Minister” is deleted and replaced with:

“**Minister**” means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;”.

l) The following definitions are added to section 1.1:

“**CCA**” means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;”

“**Enabling Legislation**” before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect means the CCA;”

“**Funder**” before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect means Ontario Health;”

“**Ontario Health**” means the corporation without share capital under the name Ontario Health as continued under the CCA;”

“**Transfer Order**” means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health;”.

m) In section 2.2, “section 20(1) of” is deleted.

n) Section 3.4(a) is deleted and replaced with “assist the Funder to implement Digital Health priorities of the Funder;”.

o) In section 3.4(b). “the” is added after “providers by” and again after “set by”.

p) In section 3.4(c), “in the LHIN Digital Health plan” is deleted and replaced with “by the Funder”.

q) In section 3.4(d), “the LHIN Cluster Digital Health plan” is deleted and replaced with “the Funder’s Digital Health priorities”.

r) In section 3.5.1, “Guide to Requirements and Obligations of LHIN French Language Services” is deleted and replaced with “Guide to Requirements and Obligations Relating to French Language Services”.

s) The first sentence of the last paragraph of section 6.1(b) is deleted and replaced with:

“If applicable, it will be aligned with the LHIN’s then current integrated health service plan required by LHSIA and will reflect the Funder’s priorities and initiatives.”

- t) In section 6.2(a), “its local” is deleted and replaced with “the”.
- u) Section 6.2(b) is deleted and replaced with:

“Integration. The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.”
- v) In section 6.3(a)(2), “whether within or outside of the LHIN” is deleted twice and replaced both times with “anywhere”.
- w) In section 6.3(b), “section 27 of” and “sections 25 or 27 of” are deleted.
- x) Section 6.5 is deleted.
- y) In section 8.1(a), “its local” is deleted and replaced with “the”.
- z) In section 8.1(a), “as contemplated by LHSIA,” is deleted.
- aa) In the last paragraph of section 8.1(b), “, if applicable,” is added before the words “to provide certain services” and “of LHSIA” is added after the words “with section 5(m.2)”.
- bb) In section 14.7 “of the LHINs or to the MOHLTC” is deleted and replaced with “agencies or ministries of Her Majesty the Queen in right of Ontario and as otherwise directed by the Ministry.”
- cc) The titles LHIN “Chair” and LHIN “CEO” are deleted on the signature page.

2.2 Schedules. The Schedules in effect on March 31, 2020 shall remain in effect until June 30, 2020, or until such other time as may be agreed to by the Parties.

3.0 **Effective Date.** The amendments set out in Article 2 shall take effect on March 31, 2020. All other terms of the MSAA shall remain in full force and effect.

4.0 **Appendix 1.** Appendix 1 is the MSAA, incorporating all of the amendments set out in section 2.1 above, that is effective March 31, 2020.

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

-SIGNATURE PAGE FOLLOWS-

APPENDIX 1

Attached to and forming part of the Amending Agreement between the LHIN and the HSP effective as of March 31, 2020.

**MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2019 to March 31, 2022**

SERVICE ACCOUNTABILITY AGREEMENT

with

The Corporation Of The Township Of Mapleton

Effective Date: April 1, 2019

Index to Agreement

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Schedules

- A - Total Funder Funding
- B - Reports
- C - Directives, Guidelines, and Policies
- D - Performance
- E - Project Funding Agreement Template
- F - Declaration of Compliance

THIS AGREEMENT effective as of the 1st day of April, 2019

BETWEEN :

WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK (the
“LHIN”)

- and -

The Corporation Of The Township Of Mapleton (the “HSP”)

Background:

This service accountability agreement is entered into pursuant to the *Local Health System Integration Act, 2006*, with the expectation that it will be transferred by means of a transfer order issued by the Minister of Health under the *Connecting Care Act, 2019* (the “CCA”), from the LHIN as funder to Ontario Health, which is a Crown agency which, pursuant to the CCA, has the power to provide funding to health service providers and integrated care delivery systems in respect of health services.

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings:

“**Accountability Agreement**” means the accountability agreement, as that term is defined in the Enabling Legislation, in place between the Funder and the Ministry during a Funding Year;

“**Active Offer**” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

“Agreement” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

“Annual Balanced Budget” means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

“Applicable Law” means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement;

“Applicable Policy” means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the Funder, the Ministry or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule C;

“Board” means:

(a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the Funder and is:

- (1) a corporation, the board of directors;
 - (2) a First Nation, the band council; and
 - (3) a municipality, the municipal council;
- and,

(b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the Funder and may be:

- (1) a corporation, the board of directors;
- (2) a First Nation, the band council;
- (3) a municipality, the committee of management;
- (4) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;

“Budget” means the budget approved by the Funder and appended to this Agreement in Schedule A;

“**CCA**” means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;

“**CEO**” means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

“**Chair**” means, if the HSP is:

- (a) a corporation, the Chair of the Board;
- (b) a First Nation, the Chief; and
- (c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

“**Compliance Declaration**” means a compliance declaration substantially in the form set out in Schedule F;

“**Confidential Information**” means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

“**Conflict of Interest**” in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

- (a) the HSP;
- (b) a member of the HSP’s Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP’s decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

“**Controlling Shareholder**” of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes

carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

“Days” means calendar days;

“Designated” means designated as a public service agency under the FLSA;

“Digital Health” means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

“Effective Date” means April 1, 2019;

“Enabling Legislation” before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect means the CCA;

“Explanatory Indicator” means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP’s performance. No Performance Target is set for an Explanatory Indicator;

“Factors Beyond the HSP’s Control” include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP’s control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under it as it and they may be amended from time to time;

“FLSA” means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

“Funder” before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect means Ontario Health;

“Funding” means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement;

“Funding Year” means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

“Health System Funding Reform” has the meaning ascribed to it in the Accountability Agreement, and is a funding strategy that features quality-based funding to facilitate fiscal sustainability through high quality, evidence-based and patient-centred care;

“HSP’s Personnel and Volunteers” means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP’s Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

“Identified” means identified by the Funder or the Ministry to provide French language services;

“Indemnified Parties” means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review;

“Interest Income” means interest earned on the Funding;

“LHSIA” means the *Local Health System Integration Act, 2006*, and the regulations made under it, as it and they may be amended from time to time;

“Mandate Letter” has the meaning ascribed to it in the Memorandum of Understanding between the Ministry and the Funder, and means a letter from the Ministry to the Funder establishing priorities in accordance with the Premier’s mandate letter to the Ministry;

“Minister” means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;

“Ministry” means, as the context requires, the Minister or the Ministry of Health and Long-Term Care or such other ministry as may be designated in accordance

with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;

“Monitoring Indicator” means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;

“MSAA Indicator Technical Specifications document” means, as the context requires, either or both of the document entitled “Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Indicator Technical Specifications November 5, 2018 Version 1.3” and the document entitled “Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Target and Corridor-Setting Guidelines” as they may be amended or replaced from time to time;

“Notice” means any notice or other communication required to be provided pursuant to this Agreement or the Enabling Legislation;

“Ontario Health” means the corporation without share capital under the name Ontario Health as continued under the CCA;

“Performance Agreement” means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP’s annual quality improvement plan under the *Excellent Care for All Act, 2010*;

“Performance Corridor” means the acceptable range of results around a Performance Target;

“Performance Factor” means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement;

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

“person or entity” includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

“Planning Submission” or **“CAPS”** or **“Community Accountability Planning Submission”** means the HSP Board approved planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder;

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

“Project Funding Agreement” means an agreement in the form of Schedule D that incorporates the terms of this Agreement and enables the Funder to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

“Reports” means the reports described in Schedule B as well as any other reports or information required to be provided under the Enabling Legislation or this Agreement;

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP’s financial statements;

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Total Funder Funding;

Schedule B: Reports;

Schedule C: Directives, Guidelines and Policies;

Schedule D: Performance;

Schedule E: Project Funding Agreement Template; and

Schedule F: Declaration of Compliance.

“Service Plan” means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

“Services” means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

“Service Volume” means a measure of Services for which a Performance Target is set;

“Transfer Order” means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health;

“Transition Plan” means a transition plan, acceptable to the Funder that indicates how the needs of the HSP’s clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

“2014-18 MSA” means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

1.2 Interpretation. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

1.3 MSA Indicator Technical Specification Document. This Agreement shall be interpreted with reference to the MSA Indicator Technical Specifications document.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

2.1 Term. The term of this Agreement will commence on the Effective Date and will expire on March 31, 2022 unless terminated earlier or extended pursuant to its terms.

ARTICLE 3.0A SERVICE ACCOUNTABILITY AGREEMENT. THIS AGREEMENT IS A SERVICE ACCOUNTABILITY AGREEMENT FOR THE PURPOSES OF THE ENABLING LEGISLATION.

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 Provision of Services.

(a) The HSP will provide the Services in accordance with, and otherwise comply with:

(1) the terms of this Agreement, including the Service Plan;

- (2) Applicable Law; and
- (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the Funder, and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.
- (e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.
- (d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without

delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

- (a) assist the Funder to implement Digital Health priorities of the Funder;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by the Ministry or the Funder within the timeframes set by the Ministry or the Funder as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified by the Funder;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the Funder’s Digital Health priorities; and
- (e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

3.5 French Language Services.

3.5.1 The Funder will provide the Ministry “Guide to Requirements and Obligations Relating to French Language Services” to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.5.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work towards applying the principles of Active Offer in the provision of services;
- (c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and
- (d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

3.5.3 If Identified. If the HSP is Identified it will:

- (a) work towards applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;

- (c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and
- (g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

3.5.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and
- (e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

3.6 Mandate Letter language. The Funder will receive a Mandate Letter from the Ministry annually. Each Mandate Letter articulates areas of focus for the Funder, and the Ministry's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.

3.7 Policies, Guidelines, Directives and Standards. Either the Funder or the Ministry will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this

Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the Funder:

- (a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and
- (b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Limitation on Payment of Funding. Despite section 4.1, the Funder:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the Funder's satisfaction; and
- (e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the Funder's assessment of the information contained in the Reports.

4.3 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

4.4 Additional Funding.

- (a) Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the Funder with respect to a proposal to amend the Service Plan and will make

whatever changes are requested or approved by the Funder. The Service Plan will be amended to include any approved additional funding.

- (c) **Funding Increases.** Before the Funder can make an allocation of additional funds to the HSP, the parties will:
 - (1) agree on the amount of the increase;
 - (2) agree on any terms and conditions that will apply to the increase; and
 - (3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 Conditions of Funding.

- (a) The HSP will:
 - (1) fulfill all obligations in this Agreement;
 - (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (3) spend the Funding only in accordance with the Service Plan; and
 - (4) plan for and achieve an Annual Balanced Budget.
- (b) The Funder may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.
- (c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement.

4.6 Interest.

- (a) If the Funder provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the Funder and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the Funder may take one or more of the following actions:
 - (1) the Funder may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;

(2) the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the Funder if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the Funder or the Ministry in years prior to this Agreement that was not recorded in the year of the related expenditure; and
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

4.8 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.9 Disposition. The HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 - REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the Funder will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement and subject to section 12.4, the Funder will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement. The

Funder will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.

- (c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the Funder will require the repayment of the excess Funding.
- (d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the Funder may take one or more of the following actions:
 - (1) adjust the Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the Funder may take one or more of the following actions:
 - (1) adjust the amount of Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the Funder.** The HSP will, at the request of the Funder, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
 - (1) has provided false information to the Funder knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the Funder take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation

and settlement has occurred with the Funder. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 Process for Recovery of Funding. If the Funder, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the Funder will give 30 Days' Notice to the HSP.

The Notice will describe:

- (a) the amount of the proposed recovery;
- (b) the term of the recovery, if not permanent;
- (c) the proposed timing of the recovery;
- (d) the reasons for the recovery; and
- (e) the amendments, if any, that the Funder proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the Funder about the matters set out in the Notice within 14 Days of receiving the Notice.

The Funder will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out in the Funder's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

(a) **Settlement and Recovery of Funding for Prior Years.**

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the Funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

5.4 Debt Due.

- (a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

- (b) All amounts repayable to the Crown will be paid by cheque payable to the “Ontario Minister of Finance” and mailed or delivered to the Funder at the address provided in section 13.1.

5.5 Interest Rate. The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The Funder will give at least 60 Days’ Notice to the HSP of the date by which a CAPS must be submitted to the Funder.

- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the Funder and may be required to incorporate:

- (1) prudent multi-year financial forecasts;
- (2) plans for the achievement of Performance Targets; and
- (3) realistic risk management strategies.

If applicable, it will be aligned with the LHIN’s then current integrated health service plan required by LHSIA and will reflect the Funder’s priorities and initiatives. If the Funder has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

- (c) **Multi-year Planning Targets.** Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,

- (1) the HSP acknowledges that if it is provided with planning targets, these targets:
 - a. are targets only,
 - b. are provided solely for the purposes of planning,
 - c. are subject to confirmation, and
 - d. may be changed at the discretion of the Funder in consultation with the HSP.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and

- (2) the Funder agrees that it will communicate any changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the Funder of geographic sub-regions in the health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:
 - (1) the HSP is considering an integration or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;

(3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or

(4) if requested by the Funder.

- (b) **Funder Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a CAPS unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

6.5

ARTICLE 7.0 - PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
- (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").

- (c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the “Performance Improvement Process”).

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the Funder;
 - (2) the conduct of a Review;
 - (3) an amendment of the HSP’s obligations;
 - (4) an in-year, or year-end, adjustment to the Funding,among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

7.5 Factors Beyond the HSP’s Control. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP’s Control:

- (a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP’s obligations under this Agreement;
- (b) the Funder will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP’s Control.

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
- (1) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports, other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
 - (2) will fulfil the specific reporting requirements set out in Schedule B;
 - (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder; and
 - (4) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation, including, if applicable, to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2) of LHSIA.

- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **Declaration of Compliance.** Within 90 Days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP

has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the Funder from time to time through the term of this Agreement.

- (e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction in any of the following circumstances:

- (1) its CAPS is received after the due date;
- (2) its CAPS is incomplete;
- (3) the quarterly performance reports are not provided when due; or
- (4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

- (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
- (2) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

- (b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under the Enabling Legislation or this Agreement; or (2) indicates that the

HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.

- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the Funder or its authorized representatives, and shall do so in a form requested by the Funder or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, the Enabling Legislation, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at its sites of

operations to which this Agreement applies and on its public website, if the HSP operates a public website.

- 8.6 Auditor General.** For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 - ACKNOWLEDGEMENT OF FUNDER SUPPORT

- 9.1 Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a website, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
- (1) an acknowledgment of the Funding provided by the Funder and the Government of Ontario. Prior to including an acknowledgment in any publication, the HSP will obtain the Funder's approval of the form of acknowledgment. The Funder may, at its discretion, decide that an acknowledgment is not necessary; and
 - (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the Funder or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the Funder, unless it has received the prior written permission of the Funder to do so.

ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

- 10.1 General.** The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;

- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the Funder in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

10.2 Execution of Agreement. The HSP represents and warrants that:

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

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Enabling Legislation;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

- (b) The HSP represents and warrants that:
- (1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;
 - (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;
 - (3) it will enforce the HSP's rights under the Performance Agreement; and
 - (4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

10.4 Funding, Services and Reporting. The HSP represents warrants and covenants that

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the Funder immediately.

10.5 Supporting Documentation. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 11.2 Ibid.** For greater certainty and without limiting section 11.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 11.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.
- 11.4 Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, 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 in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
- (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less

than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

- a. The Indemnified Parties as additional insureds;
- b. Contractual Liability;
- c. Cross-Liability;
- d. Products and Completed Operations Liability;
- e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
- f. Tenants Legal Liability; (for premises/building leases only);
- g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
- h. A 30-Day written notice of cancellation, termination or material change.

(2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance.** The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any

liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 - TERMINATION AND EXPIRY OF AGREEMENT

12.1 Termination by the Funder.

- (a) **Without Cause.** The Funder may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the Funder does not receive the necessary funding from the Ministry, the Funder may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The Funder may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the Funder:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the Funder;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued all or part of the Services; or
 - d. it is not reasonable for the HSP to continue to provide all or part of the Services;
 - (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the Funder provides the Funding;
 - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;
 - (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;
 - (5) a failure to respond to Funder requests in a timely manner;

- (6) a failure to: A) advise the Funder of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the Funder to resolve a Conflict of Interest; and
- (7) a Conflict of Interest that cannot be resolved.
- (e) **Transition Plan.** In the event of termination by the Funder pursuant to this section, the Funder and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the Funder to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder provided that the Notice is accompanied by:
 - (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
 - (2) a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the Funder may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the Funder for transition costs.

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the Funder considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the Funder may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the Funder may terminate this Agreement:
 - (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder.
- (b) **Failure to Remedy.** If the Funder has provided the HSP with an opportunity to remedy the breach, and:

- (1) the HSP does not remedy the breach within the time period specified in the Notice;
- (2) it becomes apparent to the Funder that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Funder considers reasonable; or
- (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder,

then the Funder may immediately terminate this Agreement by giving Notice of termination to the HSP.

12.4 Consequences of Termination. If this Agreement is terminated pursuant to this Article, the Funder may:

- (a) cancel all further Funding instalments;
- (b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
- (c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and
- (d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).

12.5 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.6 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

12.7 Expiry of Agreement. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder, along with a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.

12.8 Failure to Provide Notice of Expiry. If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this

Agreement for so long as the Funder may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 13.0 - NOTICE

13.1 Notice. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the Funder:

Waterloo Wellington LHIN
141 Weber St South
Waterloo, Ontario N2J 2A9

Attn: CEO

Telephone: 519-748-2222
Fax: 519-883-5555

To the HSP:

The Corporation Of The Township Of Mapleton
11 Andrews Dr W
Drayton, ON, N0G 1P0

Attn: Seniors' Health Services Provider

Telephone: 519-638-1000
Email: hedwards@town.mapleton.on.ca

13.2 Notices Effective From. A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be

deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 - ADDITIONAL PROVISIONS

- 14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.4 Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- 14.5 Funder is an Agent of the Crown.** The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.6 Express Rights and Remedies Not Limited.** The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 14.7 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and

obligations under this Agreement to any one or more agencies or ministries of Her Majesty the Queen in right of Ontario and as otherwise directed by the Ministry.

- 14.8 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.9 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.10 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.11 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.12 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.

ARTICLE 15.0 - ENTIRE AGREEMENT

- 15.1 Entire Agreement.** This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the Funder has provided Funding to the HSP pursuant to an amendment to the 2014-2018 MSAA, the 2018 Multi-Sector Accountability Agreement, or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

-SIGNATURE PAGE FOLLOWS-

The parties have executed this Agreement on the dates set out below.

WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK

By:

Bruce Lauckner, CEO
_____ Date

And by:

Zeynep Danis, VP Finance & Corporate Services
_____ Date

The Corporation Of The Township Of Mapleton

By:

Manny Baron, CAO
I have authority to bind the HSP
_____ Date

And by:

Gregg Davidson, Mayor
I have authority to bind the HSP
_____ Date

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
FINANCE REPORT FIN 2020-06

TO: Mayor Davidson and Members of Council
FROM: John Morrison, Director of Finance
RE: Statement of Council and Committee Remuneration and Expenses
DATE: March 10, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive FIN Report 2020-06 dated March 10, 2020 regarding Council and Committee Remuneration and Expenses;

AND FURTHER THAT Finance Report FIN2020-06 dated March 10, 2020 is accepted as presented.

BACKGROUND:

The Municipal Act, S.O. 2001, c. 25, Section 284 requires that the treasurer of a municipality shall on or before March 31st in each year provide to council of the municipality, an itemized statement of the remuneration and expenses paid to each member of council and committee in the previous year.

PREVIOUS PERTINENT REPORTS:

N/A

DISCUSSION:

Attached is a summary of Council Remuneration and Expenses for 2019 presented in Table 1 and a summary of Committee Remuneration and Expenses for 2019 in Table 2.

FINANCIAL IMPLICATIONS:

There is no financial impact arising from this report.

SUMMARY:

All remuneration and expenses presented in this report follow Council Remuneration By-law, accounting and reporting procedures.

COMMUNICATION:

The report as presented on a public agenda meets all communication requirements.

STRATEGIC PLAN:**Municipal Infrastructure:** n/a**The Local Economy:** n/a**Recreation:** n/a**Municipal Administration:** n/a**Financial Responsibility:** To follow Council's Remuneration By-law, accounting and reporting procedures.**Prepared By:**
Laura Aston**Reviewed By:**
John Morrison**Reviewed By:**
Manny Baron**Accounting Payroll**
Administrator**Director of Finance****CAO**

Attachments:

1. Table 1: Statement of remuneration and expenses paid to council members for the year 2019;
2. Table 2: Statement of remuneration and expenses paid to committee members for the year 2019

Table 1

Treasurer's Statement of Remuneration and Expense Paid to Council Members for the Year 2019

Township of Mapleton, County of Wellington - pursuant to the Municipal Act, S. O. 2001, Chapter 25, Section 284 (1) (a)(b)

Name	Base Salary	Council per Diem	Registration Fees	Hotel	Mileage and Parking	Meals & Other Expenses	Total Remuneration
Gregg Davidson, Mayor	\$23,712	\$6,065	\$4,204	\$1,876	\$1,100	\$392	\$37,349
Dennis Craven, Councillor	\$16,523	\$2,140	\$2,151	\$664			\$21,478
Paul Douglas, Councillor	\$16,523	\$2,245	\$2,265	\$556	\$648		\$22,237
Michael Martin, Councillor	\$16,523	\$3,390	\$3,123	\$3,437	\$868	\$151	\$27,493
Marlene Ottens, Councillor	\$16,523	\$2,260	\$2,265	\$556			\$21,603
Total Paid	\$89,804	\$16,100	\$14,007	\$7,088	\$2,617	\$543	\$130,160

Pursuant to Township of Mapleton By-law Number 2019-025 passed April 9, 2019

Dated this 24 Day of February 2020

John Morrison, Director of Finance
Township of Mapleton

Table 2

Treasurer's Statement of Remuneration and Expense Paid to Council Members for the Year 2019

Township of Mapleton, County of Wellington - pursuant to the Municipal Act, S. O. 2001, Chapter 25, Section 284 (1) (a)(b)

NAME	MEETINGS	ALL EXPENSES	TOTAL REMUNERATIONS
Committee of Adjustment			
Dennis Cuomo	300.00		300.00
Matt Duff	150.00		150.00
Peggy Schieck	200.00		200.00
Bob Stanner	350.00		350.00
Lori Woodham	300.00		300.00
Parks & Recreation Committee			
Dahl Atin	200.00		200.00
Cindy Martin	250.00		250.00
Michael Norris	150.00		150.00
Kevin Ottens	150.00		150.00
Lorrie Spaling	250.00		250.00
Economic Development Committee			
Stephanie Drost	300.00		300.00
Jeff Duimering	200.00		200.00
Luc Joye	250.00		250.00
Evan Robertson	350.00		350.00
Lori Woodham	300.00		300.00
Total Paid	3,700.00	-	3,700.00

Pursuant to Township of Mapleton By-law Number 2019-008 Schedule B passed January 22, 2019

Dated this 24 Day of February 2020

John Morrison, Director of Finance
Township of Mapleton

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

FINANCE REPORT FIN2020-07

TO: Mayor Davidson and Members of Council
FROM: John Morrison – Director of Finance
RE: Application for Tile Loan – Form 6
DATE: March 10, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Finance Report FIN2020-07 dated March 10, 2020 regarding Application for Tile Loan – Form 6;

AND FURTHER THAT Township of Mapleton Council approve the Application for Tile Loan - Form 6 for property located at West Part Lot 13, Concession 10, former Township of Maryborough in the amount of \$34,900 provided that funds are available from the Province.

BACKGROUND:

In Ontario, the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance tile drainage projects. Landowners in Mapleton Township planning to install a tile drainage system on their agricultural land are eligible for a tile loan under this program.

Pursuant to the Tile Drainage Act, by-law 2007-008 was enacted to aid in the construction of drainage works and to borrow on the credit of the Corporation. The by-law sets out the terms and conditions for the amounts so borrowed as provided in the Act payable to the Minister of Finance.

Before any tile installation begins, a loan application must be completed and submitted for approval.

PREVIOUS PERTINENT REPORTS:

This application was originally submitted as Drainage Report DR2018-01. The applicant however did not comply with the information requirements to proceed with the application at that time. The property owner wishes to re-submit the same application.

DISCUSSION:

None

CONSULTATION:

Consultation was had with OMAFRA staff and Township of Mapleton Drainage Superintendent, Jim Grose, regarding the application eligibility.

FINANCIAL IMPLICATIONS:

N/A

SUMMARY:

Township staff administer the landowner's request for funding for a project on their lands.

COMMUNICATION:

The owner of the land will be notified of Council's decision.

STRATEGIC PLAN:

Municipal Infrastructure: n/a

The Local Economy: n/a

Recreation: n/a

Municipal Administration: n/a

Financial Responsibility: The Township must ensure that it has a valid borrowing bylaw under the Tile Drainage Act and that it is aware of the details of the current provincial Tile Loan Program policies. The municipal council must review each application for loan and approve or reject it.

Prepared By:

Reviewed By

John Morrison
Director of Finance

Manny Baron
C.A.O.

Attachments:

1. Application for Tile Loan – Driscoll



To the council of the Township of Mapleton

Property Ownership

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may apply for the loan.

Ownership Type Stanley Neil & Barb Driscoll

Location of Land to be Drained

Lot or Part Lot <u>West Part Lot 13</u>	Concession <u>10</u>	Geographic Township <u>Maryborough</u>
--	-------------------------	---

Parcel Roll Number <u>23 32000011188000000</u>

Civic Address

Unit Number <u>7153</u>	Street/Road Number <u>Sdrd 12</u>	Street/Road Name <u>Sideroad 12</u>	PO Box
City/Town <u>Moorefield</u>	Province <u>Ontario</u>	Postal Code <u>N06-2K0</u>	

Description of Drainage System

Please attach a sketch of the location of the land you are planning to drain.
A mapping tool is available at: www.ontario.ca/drainage

Approximate Length of Pipe Material <u>66,000 feet</u> (ftm)	Area to be Drained <u>35 acres</u> (acre/ha)
---	---

Proposed Outlet <u>Rumph Drain</u>	Anticipated Date of Commencement <u>June 29 2018</u>	Anticipated Date of Completion <u>July 5 2018</u>
---------------------------------------	---	--

Estimated Total Cost of Drainage System

Material	<u>26,000.00</u>
Installation	<u>18,100.00</u>
Inspection Fee	<u>100.00</u>
Other <u>Connections</u>	<u>2,400.00</u>
Total Cost	<u>\$ 46,600.00</u>

Amount of Loan Requested* \$ 34,900

* Must be a multiple of \$100 not exceeding 75% of total cost of drainage work.

Terms of Agreement

In making this application for a loan, I understand and agree to the following:

- a) The granting of the loan is conditional upon all work being conducted in accordance with the *Agricultural Tile Drainage Installation Act*;
- b) The approval or refusal of the application is at the discretion of council whose decision is final;
- c) I will be advised in writing of council's decision regarding the application;
- d) Should the loan application be approved, an inspector of drainage will complete an Inspection and Completion Certificate and submit it to council;
- e) Council shall levy and collect for the term of ten years, over and above all other rates upon the land in respect of which the loan is made, a special equal annual rate sufficient to discharge the principal and interest of the loan;
- f) The *Tile Drainage Act* sets out procedural matters which pertain to this application for a loan; and
- g) The sum of all loans issued to me, as an individual, or in my role in a partnership or corporation in this and any other municipality does not exceed \$50,000 for the period of April 1st to March 31st.

Signature of ~~Owner~~(s)/Primary Contact

| Date (yyyy/mm/dd)

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Tile Drainage Act*, R.S.O. 1990, c. T.8 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to:

where the form is addressed to a municipality (*municipality to complete*)

Twp. of Mapleton

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

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

FINANCE REPORT FIN2020-08

TO: Mayor Davidson and Members of Council
FROM: John Morrison BA, CPA, CGA Director of Finance
RE: Water and Wastewater Rates 2020-2023
DATE: March 10th , 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Finance Report FIN2020-08 regarding Water and Wastewater rates for the years 2020 to 2023; and

1. direct staff to amend the Fees and Charges By-law for Water and Wastewater rates per appendix “A” of this report; effective April 1st, 2020.

BACKGROUND:

In its budget deliberations, Council had approved in principal, a long-term plan for the water and wastewater rates should there be no successful proponent for the request for proposals being issued for the provision of Water and Wastewater services for the Township of Mapleton.

Currently, the Township is evaluating the technical and financial bids from three proponents. The evaluation process and negotiation for the provision of Water and Wastewater services will likely conclude in the second quarter. Council’s review of the successful proponent’s rate recommendations may occur, at the earliest, this fall. Given this time line and that the rates currently incorporated into the Fees and Charges By-law are not fully recovering the operating costs nor the capital requirements for Water and Wastewater services, staff is recommending that Council consider the implementation of the rates as proposed in appendix “A” of this report.

Should Council direct staff to proceed with the proposed rate increase, the Fee and Charges By-law will be amended on March 24th . The increase in the water and wastewater rates will be effective on April 1st , 2020.

PREVIOUS PERTINENT REPORTS:

FIN2019-17 Water & Wastewater Rates 2020-2023

DISCUSSION:

In the budget deliberation (FIN2019-17) , a discussion ensued with respect to the Township's base charges and variable rates

Currently, the monthly base charge is designed to recover a fixed fee from each customer regardless of the amount of water and sewer service being used. The base charge varies by meter size. The cost of billing, collecting and metering are typical fixed charges. The base charges recover the Township's administrative costs.

The variable rates or volumetric charge is based on a declining block structure. The volume of water used by different customers can be subdivided into sections referred to as blocks. Block rates (variable charge) can then be applied. In the declining block methodology, the volumetric charge decreases in steps as usage increases. Traditionally, the consumption limits for the 1st block were set to encompass the largest amount that a customer in a single-family dwelling might use. The upper consumption limits for the 2nd block would encompass the consumption for most commercial customers. The volumetric charge is intended to recover the Township's operating costs.

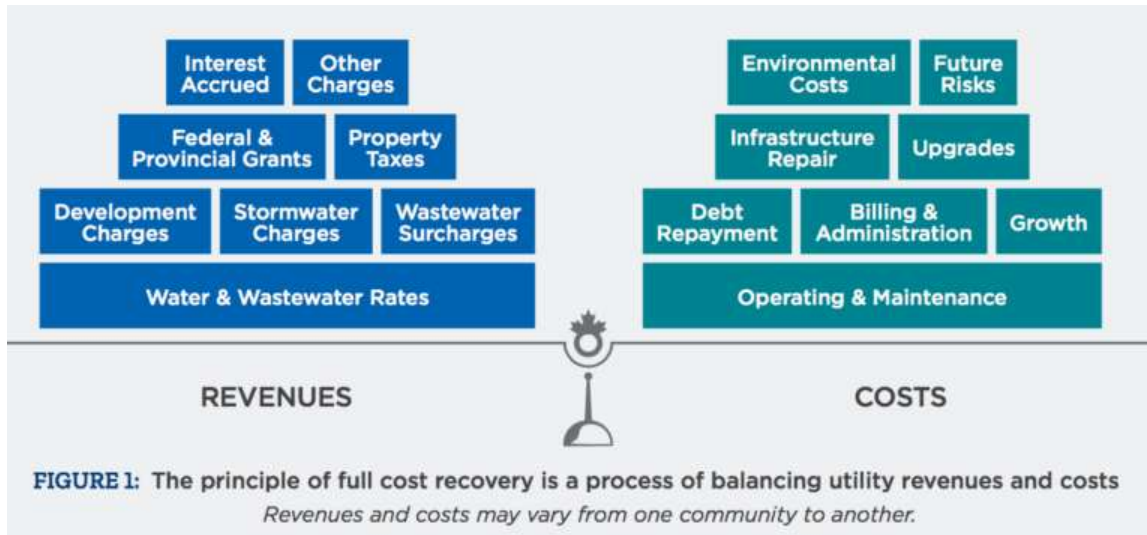
Currently, based charges account for approximately 38% of revenues and volumetric charges account for approximately 62% of revenues. This fee structure was adopted to ensure equitable outcomes for users, that they pay their fair share and provide customer an economic incentive to conserve water since the water bills always increase as the amount of water used increases.

However, with the current fee structure placing its emphasis on volumetric pricing and given the size of our utility with only 948 customers, of which 854 customers are residential and 94 commercial , the operational costs and capital requirements for servicing is making this pricing model problematic. Any price increase will often impact consumer behavior and consumption patterns. With a small customer base any modest dip in the consumption patterns in response to a price increase, has more significance than would be the case for a larger utility

To achieve sustainability, the water utility must secure sufficient revenue to recover operational costs and required upkeep, buffer against unexpected circumstances, while also planning for future needs. The current rates are not recovering sufficient funds for both operational and capital needs. To correct this deficiency staff is proposing that based charges should account for approximately 65% of revenues and volumetric charges account for approximately 35% of revenues

By alternating the pricing relationship between the base charges and volumetric charges, the proposed fee structure will produce a more efficient and effective water pricing system required to generate funds for necessary infrastructure

development and expansion and provide a good basis for ensuring that water services can be provided to all citizens at an affordable price.



Given the Township’s external cost drivers, financing options and growth expectations staff recommends that the debt burden and capital requirements be financed through base charges.

CONSULTATION: N/A

FINANCIAL IMPLICATIONS:

The water and wastewater rates were revised upwards on January 1st, 2020. The impact of this scheduled increase on the residential homeowner, modeled upon the current consumption patterns of our customers, is \$2.48 a month. The recommendations contained within this report would add a further \$19.03 per month to the consumer bill. With an implementation date of April 1st, the proposed rates would add \$200.98 to the average residential consumer bill in 2020; a blended increase of \$16.75 per month.

	2019	2020	2020	2020	Blended	
Average Cost by Meter Size	12 months	3 month	9 months	Annual	Increase	
5/8" or 3/4" or 1"						
Annual Residential consumer cost	\$ 1,106.58	\$ 284.06	\$ 1,023.49	\$ 1,307.56	\$ 200.98	18.16%
Monthly Residential consumer cost	\$ 92.21	\$ 94.69	\$ 113.72	\$ 108.96	\$ 16.75	18.16%

Monthly base charges are determined by meter size. The proposed rates adjusted and made the monthly base charges uniform in both Moorefield and Drayton. There was no cost justification to maintain separate base charges based upon the residential abode of the ratepayer.

The rates for the years 2021 through to 2023 would increase by 2% per years.

See Appendix “A” for the proposed rates.

SUMMARY:

Given the time line for reviewing, evaluating and negotiating for the provision of Water and Wastewater services to a successful proponent of the RFP and that the current rates incorporated into the Fees and Charges By-law are not fully recovering the operating costs nor the capital requirements for Water and Wastewater services, staff is recommending that Council consider the implementation of the rates as proposed in appendix “A” of this report.

This proposal ensures that equitable outcomes for users are maintained, that they pay their fair share and continue to provide customers with an economic incentive to conserve water.

COMMUNICATION:

N/A.

STRATEGIC PLAN:

Municipal Infrastructure: n/a

The Local Economy: n/a

Recreation: n/a

Municipal Administration: n/a

Financial Responsibility:

The intent of this report is to provide Council with an option for the long-term rates for water and wastewater services, create rate stability and enable a sustainable water and wastewater service.

Prepared By:
John Morrison
Director of Finance

Reviewed By:
Manny Baron
CAO

Attachments:

1. Appendix “A” Proposed Water & wastewater rates

Water and Wastewater Revised Rates

DESCRIPTION	FEE	
	Current	Revised
Account Set-Up or Change of Ownership Fee	25	25
Service Connection Fee	75	75
Service Disconnection By Township Fee	75	75
Customer Request for Service Interruption	75	75
Temporary water supply from water service pipe during construction. Flat	25	25
Temporary water supply from a hydrant. Service Charge	100	125
Not Connected Flat Rate per Month	100	125
Missed Appointments for meter inspections, repairs, maintenance or testing	125	125
Service Call Request for any property owner requesting a service call if the problem is found to be on the landowner's property. Any involvement by the township in the repair of services on private property shall be billed to the property owner on a time and material basis	75	75
Admin. Fee to transfer unpaid account to tax roll	30	30

Declining Block Charges
Block 1 (Bi-month Cons. to and including 34 m3)
Block 2 (Bi-month Cons. Over 34 m3)

Wastewater				
2020	2021	2022	2023	
Current	Revised			
2.88	1.34	1.35	1.36	1.39
2.30	1.03	1.04	1.04	1.06

Water				
2020	2021	2022	2023	
Current	Revised			
2.02	1.80	1.83	1.87	1.91
1.62	1.38	1.41	1.44	1.46

Drayton Base Charges
5/8" or 3/4"
1"
1.5"
2"
3"
4"
6"
8"

2020	2021	2022	2023	
Current	Revised			
19.09	38.98	39.85	40.74	41.56
26.72	57.60	58.90	60.22	61.42
34.37	72.58	74.21	75.87	77.39
55.37	110.14	112.62	230.28	234.88
210.03	420.06	428.46	437.03	445.77
267.31	534.62	545.31	556.22	567.34
400.98	801.96	818.00	834.36	851.05
553.72	1,107.44	1,129.59	1,152.18	1,175.22

2020	2021	2022	2023	
Current	Revised			
19.09	38.98	39.85	40.74	41.56
26.72	57.60	58.90	60.22	61.42
34.37	72.58	74.21	75.87	77.39
55.37	110.14	112.62	230.28	234.88
210.03	420.06	428.46	437.03	445.77
267.31	534.62	545.31	556.22	567.34
400.98	801.96	818.00	834.36	851.05
553.72	1,107.44	1,129.59	1,152.18	1,175.22

Moorefield Base Charges
5/8" or 3/4"
1"
1.5"
2"
3"
4"
6"
8"

2020	2021	2022	2023	
Current	Revised			
22.04	38.98	39.85	40.74	41.56
30.85	57.60	58.90	60.22	61.42
39.67	72.58	74.21	75.87	77.39
63.89	110.14	112.62	230.28	234.88
242.36	420.06	428.46	437.03	445.77
308.45	534.62	545.31	556.22	567.34
462.69	801.96	818.00	834.36	851.05
638.94	1,107.44	1,129.59	1,152.18	1,175.22

2020	2021	2022	2023	
Current	Revised			
22.04	38.98	39.85	40.74	41.56
30.85	57.60	58.90	60.22	61.42
39.67	72.58	74.21	75.87	77.39
63.89	110.14	112.62	230.28	234.88
242.36	420.06	428.46	437.03	445.77
308.45	534.62	545.31	556.22	567.34
462.69	801.96	818.00	834.36	851.05
638.94	1,107.44	1,129.59	1,152.18	1,175.22

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
PUBLIC WORKS DEPARTMENT REPORT PW2020-03

TO: Mayor Davidson and Members of Council
FROM: Sam Mattina, Director of Public Works
RE: Award of Tender 2020-01 for the Replacement of Culvert MB015
DATE: March 10, 2020

RECOMMENDATION:

THAT The Township of Mapleton Council receive Public Works Report PW2020-03 dated March 10, 2020 regarding the Award of Tender 2020-01 for the replacement of Culvert MB015;

AND THAT Council authorize staff to award Tender 2020-01, to Moorefield Excavating LTD., in the amount of \$371,324.86 including H.S.T., (\$328,606.07 plus H.S.T.), for the replacement of Culvert MB015.

AND THAT Council authorize the Mayor and Clerk to execute the tender agreement with Moorefield Excavating Contractors Inc., and to consider the associated signatory bylaw.

AND FURTHER THAT Council draw the required funds from the approved 2020 capital budget account number 2-4-3011-77100, Project sheet #18055.

BACKGROUND:

The Township of Mapleton currently owns and maintains approximately 75 bridge and culvert structures with spans greater than 3 meters. A 2018 Ontario Structure Inspection Manual, (OSIM), Report, which is a bi-annual legislated inspection requirement for structures of this size category, identified that Culvert MB015, located on Sideroad 15 approximately 500 meter South of Wellington Road 8 over the Rumph Drain, was in overall poor condition with a Bridge Condition Index (BCI) of 29. The BCI scale ranges from 0 to 100. An index of 50 or less is considered poor. The 2018 (OSIM) inspection report is attached for reference to this council report as Attachment #1.

The 2018 inspection report recommended immediate maintenance work be performed along with recommended replacement of the structure within 5 years. The condition of the bridge was monitored since inspection with the recommended maintenance work being delayed in anticipation of the replacement project.

PREVIOUS PERTINENT REPORTS:

N/A

DISCUSSION:

The replacement of culvert MB015 was designed by R.J. Burnside & Associates Limited through the 2019/20 winter and was let by public tender on January 16, 2020. The tender closed on Thursday February 6, 2020, returning 12 results, which are tabulated below.

#	Bidder	Total Cost (Including HST)
1	Moorefield Excavating.	371,324.86
2	Roubos Farm Service Ltd	387,775.33
3	Vandriel Excavating Inc.	414,139.51
4	Reeves Construction Ltd	428,810.05
5	Sterling Ridge Infrastructure Inc.	448,345.58
6	South Sore Contracting of Essex County Inc.	450,465.35
7	EC King Contracting	478,799.08
8	Kurtis Smith Excavating Inc.	483,640.00
9	Sierra Construction Group	563,362.64
10	Steed and Evans	583,810.76
11	NuRoad Construction	632,976.73
12	Kieswetter Excavating Inc.	648,648.00

The scope of the project includes the removal of the existing concrete rigid frame structure with a span of 4.9 meters and replacement with a 5.0 meter (+/-) precast concrete box structure of comparable hydraulic capacity. The replacement work will require a full road closure with traffic being re-routed around the work site. The work is anticipated to commence in July 2020 and be totally complete by October 15, 2020.

CONSULTATION:

- Mapleton Staff
- R.J Burnside & Associates Limited.
- Grand River Conservation Authority
- Fisheries and Oceans Canada

FINANCIAL IMPLICATIONS:

Funding for this project has been approved as part of the Township of Mapleton 2019 (design) and 2020 Capital Budget and is funded through account 2-4-3011-77100, Project

Sheet #18055. The project budget contains \$489,600.00, which sufficiently funds the project design and proposed reconstruction costs.

SUMMARY:

The Engineering Consultant, R.J. Burnside & Associated Ltd., has reviewed the tender submissions and has verified the low bidder tender submission, after identifying one small mathematical error, and recommends award (Attachment #2) of Tender 2020-01, to the low bidder, Moorefield Excavating LTD., in the amount of \$328,606.07 plus H.S.T. Staff support the R.J. Burnside & Associate Ltd award recommendation.

COMMUNICATION:

Moorefield Excavating LTD., will be awarded the Tender contract following Council's award resolution.

STRATEGIC PLAN:

Municipal Infrastructure: Maintaining and upgrading municipal infrastructure to serve local residents and businesses and to encourage growth.

1.3; Maintain the high quality of our Transportation Network

1.5; Upgrade certain municipal structures

The Local Economy: N/A

Recreation: N/A

Municipal Administration: N/A

Financial Responsibility: N/A

Prepared By:
Sam Mattina, CET, (Civil), CMM III
Director of Public Works

Approved By:
Manny Baron,
CAO

Attachment 1 - 2018 OSIM Report Culvert MB015

Attachment 2 – R.J. Burnside & Associates Limited Award Recommendation dated February 7, 2020.

SUMMARY ACTION REPORT

MB015

Structure: MB015

Sideroad 15

South of Wellington Road 8

Bridge Condition Index (BCI): 29

Current Load Limit (t):

Inspection Date: 10/17/2018

Next Inspection: 10/17/2020



Overall Comments

Structure is in overall poor condition; Replacement within 5 years is recommended; Maintenance work recommended.

Repair / Rehabilitation

Recommended Work	Recommended Timing	Total Recommended & Associated Work Cost
Replace	1-5yr	\$480,000

Additional Investigations

Comments	Total Additional Investigations Cost
A detailed deck condition survey should be carried out prior to rehabilitation to determine the extent of poor deck concrete.	\$10,000

Maintenance Needs

<u>Element</u>	<u>Need</u>	<u>Priority</u>	<u>Description</u>
Embankments & Streams - Streams and Waterways	Other	1 Year	Remove debris from stream.

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name MB015

Structure ID: MB015

Inventory Data:

Structure Name	MB015		
Main Hwy/Road #	Sideroad 15	On <input checked="" type="checkbox"/> Under <input type="checkbox"/>	Crossing Type: Nav Water <input type="checkbox"/> Non Nav Water <input checked="" type="checkbox"/>
Hwy/Road Name	Sideroad 15	Rail <input type="checkbox"/> Road <input type="checkbox"/> Ped <input type="checkbox"/> Other <input type="checkbox"/>	
Structure Location	South of Wellington Road 8		
Latitude (decimal degrees)	43.759519	Longitude (decimal degrees)	-80.695461
Owner(s)	Township of Wellesley	Heritage: Not Cons <input checked="" type="checkbox"/> Cons Not/App <input type="checkbox"/> List/Not Desig <input type="checkbox"/>	
Region	Southwestern	Designation: Desig Not List <input type="checkbox"/> Desig List <input type="checkbox"/>	
District	Owen Sound	Road Class: Freeway <input type="checkbox"/> Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Local <input checked="" type="checkbox"/>	
Old County	Wellington	No. of Lanes 2	Posted Speed 80 (km/h)
Geographic Twp	Maryborough	AADT	Trucks (%)
Structure Type	Rigid Frame, Vertical Legs		
Total Deck Length	5.5 (m)		
Overall Str Width	11.5 (m)		
Total Deck Area	63.25 (sq m)	Min. Vertical Clearance	(m)
Roadway Width	11	Special Routes: Transit <input type="checkbox"/> Truck <input type="checkbox"/> School <input checked="" type="checkbox"/> Bicycle <input type="checkbox"/>	
Skew Angle	10 (deg)	Detour Length	(km)
No. of Spans	1	Direction of Structure	East/West
Span Lengths	4.9 (m)	Fill on Structure	0.3 (m)

Historical Data:

Year Built	Unknown	Year of Last Rehab	
Last OSIM Inspection	8/18/2016	Last Evaluation	
Last Enhanced OSIM Inspection		Current Load Limit	(tonnes)
Enhanced Access Equipment (ladder, boat, lift, etc)		Load Limit By Law	
		By Law expiry Date	
Last Condition Survey		Last underwater Inspection	

Rehabilitation History:

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Field Inspection Information:

Date of Inspection: 10/17/2018 (mm/dd/yyyy) Inspection Type: OSIM

Inspector: Ben Gowing, E.I.T.

Others in Party:

Equipment Used: Measuring Tape, Hammer, Camera

Weather: Sunny

Temperature °C: 5

Additional Investigations Required:

	Priority			Estimated Cost
	None	Normal	Urgent	
Detailed Deck Condition Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$10,000
Non-destructive Delam. Survey of Asphalt-Covered Deck	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Concrete Substructure Condition Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Detailed Coating Condition Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Detailed Timber Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Post-Tensioned Strand Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Underwater Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Fatigue Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Seismic Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Structure Investigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Monitoring Deformations, Settlements, Movements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Monitoring Crack Widths	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0
Total Cost:				\$10,000

Investigation Notes: A detailed deck condition survey should be carried out prior to rehabilitation to determine the extent of poor deck concrete.

Overall Structure Notes:

Overall Comments: Structure is in overall poor condition; Replacement within 5 years is recommended; Maintenance work recommended.

Recommended Work: Replace

Next Inspection: 10/17/2020 Recommended Work Time: 1-5yr

Suspected Performance Deficiencies

- 00 None
- 01 Load carrying capacity
- 02 Excessive deformations (deflections & rotations)
- 03 Continuing settlement
- 04 Continuing movements
- 05 Seized bearings

- 06 Bearing not uniformly loaded/unstable
- 07 Jammed expansion joint
- 08 Pedestrian/vehicular hazard
- 09 Rough riding surface
- 10 Surface ponding
- 11 Deck drainage

- 12 Slippery surface
- 13 Flooding/channel blockage
- 14 Undermining of foundation
- 15 Unstable embankments
- 16 Other

Maintenance Needs

- 01 Lift & Swing Bridge Maintenance
- 02 Bridge Cleaning
- 03 Bridge Handrail Maintenance
- 04 Painting Steel Bridge Structures
- 05 Bridge Deck Joint Repair
- 06 Bridge Bearing Maintenance

- 07 Repair to Structural Steel
- 08 Repair to Bridge Concrete
- 09 Repair to Bridge Timber
- 10 Bailey Bridges - Maintenance
- 11 Animal/Pest Control
- 12 Bridge Surface Repair

- 13 Erosion Control at Bridges
- 14 Concrete Sealing
- 15 Rout and Seal
- 16 Bridge Deck Drainage
- 17 Scaling (Loose Concrete or ACR Steel)
- 18 Other

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Element Data:

Element Group:	Abutments	Length:	0.00
Element Name:	Abutment Walls	Width:	11.50
Location:	North and South	Height:	1.50
Material:	Cast-in-Place Concrete	Count:	2.0
Element Type:	Legs of Rigid Frame	Total Quantity:	34.5
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	sq.m.	0.0	0.0	24.3	10.2	

Comments: Structure extended 3.1m at each end; Severe erosion with unsound concrete to original section; Patches of medium to severe honeycombing; Medium stained vertical cracks on both legs.

Recommended Work:	Replace	Maint. Needs:		Maint. Priority:	
Recommended Timing:	1-5 Years	Maint. Desc.:			
Work Details:	Replace structure				

Element Group:	Abutments	Length:	3.00
Element Name:	Wingwalls	Width:	0.00
Location:	Each quadrant	Height:	1.50
Material:	Cast-in-Place Concrete	Count:	4.0
Element Type:	Reinforced Concrete	Total Quantity:	9.0
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	sq.m.	0.0	4.6	4.0	0.4	

Comments: Medium horizontal stained cracking; Medium scaling throughout.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Element Group:	Accessories	Length:	0.00
Element Name:	Signs	Width:	0.00
Location:	Each approach	Height:	0.00
Material:		Count:	2.0
Element Type:	-	Total Quantity:	2.0
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	Each	0.0	2.0	0.0	0.0	

Comments: Hazard markers present at approaches.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Element Group:	Accessories	Length:	0.00
Element Name:	Utilities	Width:	0.00
Location:	West face	Height:	0.00
Material:		Count:	1.0
Element Type:	-	Total Quantity:	1.0
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	Each	0.0	1.0	0.0	0.0	

Comments:

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Element Group:	Approaches	Length:	6.00
Element Name:	Wearing Surface	Width:	7.50
Location:	Each approach	Height:	0.00
Material:	Asphalt	Count:	2.0
Element Type:	-	Total Quantity:	90.0
Environment:	Severe	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	sq.m.	0.0	86.5	3.5	0.0	

Comments: Sealed centerline cracks at each; Wide, sealed transverse cracks at south.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Element Group:	Decks	Length:	5.50
Element Name:	Soffit - Thick Slab	Width:	0.00
Location:	Exterior	Height:	0.70
Material:	Cast-in-Place Concrete	Count:	2.0
Element Type:	Exterior	Total Quantity:	7.7
Environment:	Moderate	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	sq.m.	0.0	0.0	3.4	4.3	

Comments: Severe delamination and spalling; Narrow to wide horizontal cracking with efflorescence; Medium scaling.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Element Group:	Decks	Length:	4.90
Element Name:	Soffit - Thick Slab	Width:	11.50
Location:	Interior	Height:	0.00
Material:	Cast-in-Place Concrete	Count:	1.0
Element Type:	Interior	Total Quantity:	56.4
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	sq.m.	0.0	0.0	14.5	41.9	

Comments: Very severe delamination, disintegration and spalling with exposed corroded rebar to original structure soffit - appears to be throughout approximately 75% of soffit area; Narrow to wide cracks with efflorescence throughout with stalactites.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Element Group:	Decks	Length:	5.50
Element Name:	Wearing Surface	Width:	11.00
Location:		Height:	0.00
Material:	Asphalt	Count:	1.0
Element Type:	-	Total Quantity:	60.5
Environment:	Severe	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	sq.m.	0.0	58.3	2.2	0.0	

Comments: Full length sealed centerline crack.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Element Group:	Embankments & Streams	Length:	0.00
Element Name:	Embankments	Width:	0.00
Location:	Each quadrant	Height:	0.00
Material:	Vegetation	Count:	4.0
Element Type:	-	Total Quantity:	4.0
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	Each	0.0	4.0	0.0	0.0	

Comments: Steep but heavily vegetated.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Element Group:	Embankments & Streams	Length:	0.00
Element Name:	Streams and Waterways	Width:	0.00
Location:		Height:	0.00
Material:		Count:	1.0
Element Type:	-	Total Quantity:	1.0
Environment:	Benign	Limited Inspection	<input type="checkbox"/>
Protection System:	None		

Condition Data:	Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
	All	0.0	0.0	1.0	0.0	

Comments: East end under structure is completely plugged with debris; Stream dry at time of inspection.

Recommended Work:		Maint. Needs:	17	Maint. Priority:	1 Year
Recommended Timing:		Maint. Desc.:	Remove debris from stream.		
Work Details:					

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Element Group:	Foundations	Length:	0.00
Element Name:	Foundation (below ground level)	Width:	0.00
Location:		Height:	0.00
Material:	Cast-in-Place Concrete	Count:	1.0
Element Type:	Spread	Total Quantity:	1.0
Environment:	Benign	Limited Inspection	<input checked="" type="checkbox"/>
Protection System:	None		

Condition Data:

Units:	Exc.	Good:	Fair:	Poor:	Performance Deficiencies:
All	0.0	1.0	0.0	0.0	

Comments:

Not visible; Rating assumed based on condition of structure.

Recommended Work:		Maint. Needs:		Maint. Priority:	
Recommended Timing:		Maint. Desc.:			
Work Details:					

Ontario Structure Inspection Manual - Inspection Form

Site Number: MB015

Structure Name: MB015

Structure ID: MB015

Repair / Rehabilitation Required

<u>Element Group</u>	<u>Element</u>	<u>Repair / Rehabilitation</u>	<u>Priority</u>	<u>Const Cost</u>
Abutments	Abutment Walls	Replace structure	1-5 Years	\$295,000

Total Repair/Rehabilitation Cost \$295,000

Associated Work

	<u>Comments</u>	<u>Estimated Cost</u>
Approaches	<i>Install SBGR at approaches and over structure</i>	\$40,000
Detours	<i>Road closed during construction</i>	\$14,000
Traffic Control		\$0
Utilities		\$0
Right-of-Way		\$0
Environmental Study	<i>Hydraulic Analysis</i>	\$10,000
Other	<i>Mobilization, dewatering, etc</i>	\$25,000

Contingencies \$38,000

Engineering \$58,000

Total Associated Work Cost \$185,000

Total Repair / Rehabilitation Cost \$295,000

Total Cost \$480,000

Justification

Inspection Photos



East elevation



Plan view, looking North



Barrel, looking west



Soffit



Soffit



South abutment



North abutment



Soffit



Soffit



West face



February 7, 2020

Via: Email (SMattina@mapleton.ca)

Mr. Sam Mattina
Director of Public Works
Township of Mapleton
7275 Sideroad 16
Drayton ON N0G 1P0

Dear Mr. Mattina:

**Re: Replacement of Culvert MB015
Township of Mapleton
Project No.: 300044060.0000**

On January 16, 2020, the Township of Mapleton advertised a Tender for the Replacement of Culvert MB015. Twelve Bids were submitted to the Township on February 6, 2020, and were opened publicly shortly after 2:00 p.m.

R.J. Burnside & Associates Limited (Burnside) has had an opportunity to review the Tenders received on February 6, 2020, with the following results for the twelve bidders. Note that the bottom six bids were checked for accuracy.

Corrected Bid Results (including HST)

Moorefield Excavating	\$371,324.86
Roubos Farm Service Ltd.	\$387,775.33
Vandriel Excavating Inc.	\$414,139.51
Reeves Construction Ltd.	\$428,810.05
Sterling Ridge Infrastructure Inc.	\$448,345.58
South Shore Contracting of Essex County Inc.	\$450,465.35
EC King Contracting	\$478,799.08
Kurtis Smith Excavating Inc.	\$483,640.00
Sierra Construction Group	\$563,362.64
Steed and Evans	\$583,810.76
NuRoad Construction	\$632,976.73
Kieswetter Excavating Inc.	\$648,648.00

It should be noted that the bid received from Moorefield Excavating, contained a minor mathematical error, however this did not affect the order of ranking.

As part of the Tender Submission bidders were required to provide the following information:

- Bid Form, signed
- The Security (Bid Bond)
- The Agreement to Bond
- Appendix "A" – List of Bid Documents
- Appendix "B" – Subcontractors
- Appendix "C" – Schedule
- Appendix "D" – Residency
- Appendix "E" – Proposed Alternatives
- Appendix "F" – List of Experience
- Appendix "G" – Schedule of Unit Prices
- Acknowledgement of Addendum 1 and 2.

All tenderers completed the Bid Form and submitted the required documentation in its entirety, including the necessary securities and bonding.

Burnside has worked with Moorefield Excavating on projects with similar scope in the past and they have demonstrated the capability to complete this project.

Based on our analysis of the bid submitted by Moorefield Excavating, the submission of all accompanying documentation and low bid price of \$371,324.86, Burnside recommends that, should the Township decide to proceed with the Replacement of Culvert MB015, the Project be awarded to Moorefield Excavating.

Yours truly,

R.J. Burnside & Associates Limited



Jeremy Cober, P.Eng.
PJC:kd

Enclosure(s) Township of Mapleton, Replacement of Culvert MB015
 – Tender Closing
 – Tender Evaluation

cc: Mohammad Ammad, Township (enc.), Via: Email (MAmmad@mapleton.ca)

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
PUBLIC WORKS REPORT PW2020-04

TO: Mayor Davidson and Members of Council
FROM: Sam Mattina, Director of Public Works
RE: Maintenance Gravel Tender No. RFT2020-02 Award
DATE: March 10, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Public Works Report PW2020-04 dated March 10, 2020 regarding Maintenance Gravel Tender No. 2020-02 Award;

AND FURTHER THAT Council authorize staff to award Maintenance Gravel Tender No. 2020-02 to The Murray Group Limited for the amount of \$229,000 plus H.S.T for the supply and delivery of approximately 20,000 metric tonnes of OPSS 1010 Crushed Granular "A" (7/8").

BACKGROUND:

The Township of Mapleton owns and maintains 153.2 km of gravel roads. In addition to grading maintenance performed throughout the year, the Public Works Department maintains this inventory on a bi-annual cycle, normally in the spring of each year, by applying new granular to half of the township's road inventory. The remainder of the gravel road inventory receives only grading work to the existing gravel surface to ensure a consistent, smooth and safe driving surface, during this cyclic maintenance period.

In addition to the gravel road inventory, the Township owns and maintains approximately 100km of paved roads that contain gravel shoulders.

These paved roadways with gravel shoulders receive shoulder maintenance as needed throughout the year as well as a planned maintenance, by the application of granular to the shoulders, on a yearly basis, as part of this Spring based maintenance Program.

DISCUSSION:

The Township of Mapleton issued Maintenance Gravel Tender No. RFT2020-02 on Thursday, January 30, 2020, with a closing date and time of Thursday, February 13, 2020 at 2:00 p.m. There were four (4) document takers recorded.

Of the four potential bidders, there were two (2) tender submissions received. The Tender results are tabulated below;

Proponent	Supply price per metric tonne	Supply price for 20,000 metric tonne	Delivery price per metric tonne	Delivery price for 20,000 metric tonne	Total of supply and delivery	HST on total	Grand Total
Joe Kerr Construction Ltd	\$8.35	\$167,000	\$4.05	\$81,000	\$248,000	\$32,240	\$280,240
The Murray Group Ltd	\$8.20	\$164,000	\$3.25	\$65,000	\$229,000	\$29,770	\$258,770

Staff have reviewed both tender submissions for accuracy and completeness and have confirmed the lowest tender price for the supply and delivery of 20,000 tonne of Ontario Provincial Standard Specification (OPSS) 1010 crushed granular "A" (7/8") was received from The Murray Group Limited at \$229,000 plus H.S.T..

The received tender price allows staff to efficiently carry out the gravel roadway maintenance program to the roads as mapped on Attachment #1. The received tender price allows for the utilization of the remaining funds within the approved 2020 Gravel Maintenance budget to perform the required shoulder maintenance work on Township paved roads.

CONSULTATION:
none

FINANCIAL IMPLICATIONS:

The Spring Maintenance Gravel Program is sufficiently funded to support the gravel maintenance work on Township roads through the approved 2020 Public Works Operating Budget account number 1-4-3045-62137.

SUMMARY:

Based on the tender results received, and the subsequent confirmation of tender completeness and accuracy, staff recommend that, Maintenance Gravel Tender No. 2020-02 be awarded to The Murray Group Limited for the amount of \$229,000, plus H.S.T. for the supply and delivery of 20,000 metric tonnes of OPSS 1010 Crushed Granular "A" (7/8").

PREVIOUS PERTINENT REPORTS:

PW2016-07 Re: Maintenance Gravel Tender, dated March 8, 2016.

PW2017-06 Re: Maintenance Gravel Tender, dated February 21, 2017

PW2018-10 Re: Maintenance Gravel Tender, dated April 10, 2018

PW2019-02 Re; Maintenance Gravel Tender No. RFT2019-01 Award, dated March 12, 2019

COMMUNICATION:

The successful bidder will be awarded the contract following council's resolution to do so.

STRATEGIC PLAN:

Municipal Infrastructure: Maintaining and upgrading municipal infrastructure to serve local residents and businesses and to encourage growth.

1.3; Maintain the high quality of our Transportation Network

The Local Economy: N/A

Recreation: N/A

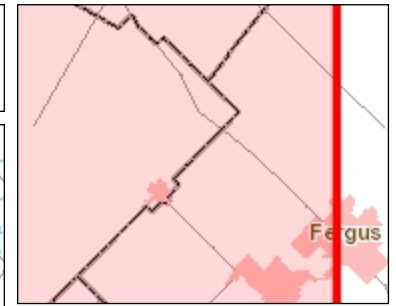
Municipal Administration: N/A

Financial Responsibility: N/A

Prepared by;
Sam Mattina, C.E.T. (Civil), CMM III
Director of Public Works

Approved by;
Manny Baron,
CAO

Encl; Attachment #1 Map showing location of 2020 Gravel Maintenance work



Legend

- Roads - Small Scale
 - Local Road
 - County Road
 - Highway
- ++ Railways
- ... Trails
- Waterbodies
- Watercourses
- Parks
- Urban Centres and Hamlets
- Municipalities
- Ontario - Urban Centres
- Ontario - Roads
 - Ontario Highway
 - Major Road
 - Local Road
- Ontario - Waterbodies
- Ontario - Municipalities
- RoadsLookup

12.7 0 6.35 12.7 Kilometers

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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THIS IS NOT SURVEY DATA. Parcels - Teranet 2002, Wellington County 2018

Notes

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-016

Being a by-law to authorize the Mayor and Clerk to execute an Access Agreement between North Frontenac Telephone Corporation Ltd and The Corporation of the Township of Mapleton

WHEREAS the Township of Mapleton is desirous of entering into an Access Agreement between North Frontenac Telephone Corporation Ltd (NFTC) and the Corporation of the Township of Mapleton to facilitate NFTC's ability to construct, maintain and operate its equipment in, on, over, under, across or along ("Within") the highways, streets, road allowances, lanes, other public places, bridges or viaducts which are under the jurisdiction of the Township of Mapleton (collectively, the "Rights-of-Way" or "ROWS");

NOW THEREFORE the Council of The Corporation of the Township of Mapleton enacts as follows:

1. That the Mayor and Clerk be authorized to execute an Access Agreement between North Frontenac Telephone Corporation Ltd and The Corporation of the Township of Mapleton in substantially the same format as attached hereto;
2. A copy of the said agreement is attached hereto as Schedule "A" and forms part of this By-law.

READ a first, second and third time and finally passed this 10th day of March 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger

TELECOMMUNICATIONS ACCESS AGREEMENT

This agreement made this day of , 20.

Between

The Corporation of the Township of Mapleton
herein called the **"Township"**
of the First Part

and

North Frontenac Telephone Corporation Ltd.
hereinafter called **"NFTC"**
of the Second Part

WHEREAS NFTC is a **"Canadian carrier"** as defined in the *Telecommunications Act, S.C. 1993, c.38* ("Telecom Act") or **"distribution undertaking"** as defined in the *Broadcasting Act, S.C. 1991, c.11* (collectively, a **"Carrier"**) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the **"CRTC"**);

AND WHEREAS, in order to operate as a Carrier, NFTC requires to construct, maintain and operate its Equipment in, on, over, under, across or along (**"Within"**) the highways, streets, road allowances, lanes, other public places, bridges or viaducts which are under the jurisdiction of the Township (collectively, the **"Rights-of-Way"** or **"ROWS"**);

AND WHEREAS, pursuant to section 43 of the Telecom Act, NFTC requires the Township's **consent to construct its** Equipment within the ROWs and the Township is willing to grant NFTC a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred by the Township on Third Parties to use or access the ROWs;

AND WHEREAS the Parties have agreed that it would be mutually beneficial to outline the terms and conditions under which the Township hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, the following words and phrases shall have the following meanings:

- (a) **"Affiliate"** means **"affiliate"** as defined in the *Canada Business Corporations Act*;
- (b) **"Emergency"** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
- (c) **"Township Engineer"** means **R. J. Burnside & Associates** or the individual designated by him or her;
- (d) **"Hazardous Substance"** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (e) **"Equipment"** means the transmission and distribution facilities owned by

NFTC and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located within the ROWs;

- (f) **"Municipal Consent" or "MC" means the written consent** of the Township, with or without conditions, to allow NFTC to perform Work within the ROWs;
- (g) **"Permit" means a MC or a ROP or both;**
- (h) **"Road Occupancy Permit" or "ROP" means a Permit issued by the road authority** of the Township authorizing NFTC to occupy the ROWs with its workforce, vehicles and other equipment when performing the Work;
- (i) **"Service Drop" means a cable that, by its design, capacity and relationship** to other fibre optic cables of NFTC, can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
- (j) **"Third Party" means any person that is not a party to this Agreement nor** an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with NFTC; and
- (k) **"Work" means, but is not limited to, any installation, removal, construction,** maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by NFTC within the ROWs, including the excavation, repair and restoration of the ROWs.

1.2 Legislation. All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.

1.3 Schedules. The following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule B - Permits Required by the Township

2. USE OF ROWs

2.1 Consent to use ROWs. The Township hereby consents to NFTCs' **use of the** ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, **standards and guidelines ("Municipal Guidelines")** pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.

2.2 Restrictions on use. NFTC shall not, in the exercise of its rights under this Agreement, unduly interfere with the public use and enjoyment of the ROWs.

2.3 Equipment acquired by NFTC. The Parties agree that, where NFTC acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located within **the ROWs (the "New Equipment")**, **then, effective the day of the** acquisition of the New Equipment by NFTC:

- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
- (b) where that Third Party is a Party to a valid and existing municipal access agreement with the Township **(the "Old MAA") and** NFTC, directly or indirectly, acquires the rights and obligations under the Old MAA, the Old MAA shall be terminated.

2.4 No ownership rights. The Parties acknowledge and agree that:

- (a) the use of the ROWs under this Agreement shall not create nor vest in NFTC any ownership or property rights in the ROWs; and
- (b) the placement of the Equipment within the ROWs shall not create or vest in

the Township any ownership or property rights to the Equipment.

- 2.5 Condition of ROWs. The Township makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and NFTC hereby agrees to accept the **ROWs on an "as is" basis.**

3. PERMITS TO CONDUCT WORK

- 3.1 Where Permits required. Subject to Section 3.4, NFTC shall not enter upon, excavate, break up or otherwise disturb the surface of any ROW for the purpose of performing its Work without first obtaining, where required, the applicable Permits for the specific Work activity described in Schedule B. At which time the Township instates fees to administer permits NFTC will be required to submit payment.

- 3.2 Submission of Plans. Unless otherwise agreed to by the Township, NFTC shall, prior to undertaking any Work that requires a MC, submit the following to the Township Engineer or designate:

- (a) construction plans of the proposed Work, showing the locations of the proposed or existing Equipment and specifying the boundaries of the area within the Township within which the Work is proposed to take place; and
- (b) all other relevant plans, drawings and other information as may be normally required by the Township Engineer from time to time for the purposes of issuing Permits.
- (c) At which time the Township instates fees to administer Plans NFTC will be required to submit payment.

- 3.3 Refusal to issue Permits. The Township may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Township.

- 3.4 No Permits for Routine Work. Notwithstanding Section 3.1, NFTC may, without first obtaining a Permit:

- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the Township; and
- (b) carry out routine maintenance and field testing to its Equipment;

provided that in no case shall NFTC carry out any physical disruption or change to the ROW or its use without the Township's **prior written consent.**

- 3.5 Restoration of NFTC service during Emergencies. Notwithstanding Section 3.1, in the event of an Emergency, NFTC shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that NFTC does comply with Section 3.1 within five (5) business days of completing the Work.

4. MANNER OF WORK

- 4.1 Compliance with Applicable Laws, *etc.* All Work shall be conducted and completed to the satisfaction of the Township and in accordance with:

- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) applicable industry standards;
- (d) this Agreement; and

- (e) the applicable Permits issued under Section 3.1.
- 4.2 Underground Equipment. NFTC shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Township.
- 4.3 Stoppage of Work. The Township may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the Township shall provide NFTC with a verbal order and reasons to stop the Work and NFTC shall cease the Work immediately. Within two (2) business days of the verbal order, the Township shall provide NFTC with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Township shall advise NFTC immediately that it can commence the Work.
- 4.4 Coordination of Work. NFTC shall use reasonable efforts to coordinate its construction Work and the placement of new Equipment within the ROW by sharing the use of support structures with other existing and new occupants of the ROWs and including minimizing the necessity for road cuts.
- 4.5 Open Road Cuts. No open road cuts are allowed on any Township Roads, and only directional boring is permitted. In the event an open road cut is required NFTC shall request permission through the Municipal Consent or Road Occupancy Permit process.
- 4.6 Identification of contractors. NFTC shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.7 Emergency contact personnel. NFTC and the Township shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.8 Emergency work by Township. In the event of an Emergency, the Township may take such measures it deems necessary to re-establish a safe environment, and NFTC shall pay the Township's **reasonable and verifiable costs that are directly** attributable to the Work or the presence of the Equipment in the ROWs.
- 4.9 **"As-built" drawings.** Where required and requested by the Township, NFTC shall, no later than forty-five (45) days after completion of any Work, provide the Township **Engineer or designate with accurate "as-built" drawings, prepared in** accordance with such standards as may be required by the General Manager, sufficient, for planning purposes, to accurately establish the location of the Equipment installed within the ROWs.
5. REMEDIAL WORK
- 5.1 General. Following the completion of any Work, NFTC shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Township. Subject to Section 5.2, where NFTC is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Township.
- 5.2 Temporary repair. Where weather limitations or other external conditions beyond the control of NFTC do not permit it to complete a final repair to the ROW within the expected period of time, NFTC may complete a temporary repair to the ROW; provided that NFTC replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by NFTC shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Township.
- 5.3 Warrantee of repairs. NFTC warrantee its temporary repair, to the satisfaction

of the Township, for a period of one (1) year from the date of its completion, and its final repairs for a period of two (2) years from the date of their completion.

5.4 Repairs completed by Township. Where NFTC:

- (a) fails to complete a temporary repair to the satisfaction of the Township within seventy-two (72) hours of being notified in writing by the Township, or such other period as may be agreed to by the Parties; or
- (b) NFTC and the Township agree that the Township should perform the repair,

then the Township may effect such work necessary to perform the repair and NFTC shall pay the Township's **reasonable and verifiable direct costs of performing the repair**.

5.5 Pavement degradation fees. At the time of applying for a Permit, NFTC shall pay the Township the pavement degradation fees set out in Schedule B based on the age and area of the pavement to be broken by NFTC, as estimated by the Township. Once the Work has been completed, the Parties shall determine the actual area of pavement that was disturbed or broken by NFTC and the final amount owed by or to NFTC.

6. LOCATING FACILITIES IN ROWS

6.1 Locates. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), **under the following circumstances:**

- (a) in the event of an Emergency, within two (2) hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties.

NFTC shall be a registered member with Ontario One Call (Call before you dig) call centre, that facilitates locate requests and notifies registered owners of underground facilities within the vicinity of the dig-site of the planned excavation.

6.2 Utility co-ordination committee. NFTC shall participate in any utility co-ordination committees established by the Township and contribute to its equitable share of the reasonable costs of the operation and administration of the committee.

6.3 Provision of Mark-ups. The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (**the "Mark-ups"**), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

6.4 Inaccurate Locates. Where NFTC Locates are found to be in error and, as a result, the Township is unable to install its facilities within the affected ROWs in the manner it expected based on the Locates provided by NFTC, the Township will notify NFTC of the error, following which NFTC shall attempt to resolve the conflict. If NFTC is unable to resolve the conflict in a reasonable time commensurate with the situation and to the Township's **satisfaction**, NFTC will pay the Township for its reasonable and verifiable costs incurred as a direct result of the conflict.

7. RELOCATION OF PLANT

- 7.1 General. Where the Township requires and requests NFTC to relocate its Equipment for *bona fide* municipal purposes, the Township shall notify NFTC in writing and, subject to Section 7.3, NFTC shall, within ninety (90) days thereafter or such other time as agreed to by the Parties having regard to the schedules of the Parties and the nature of the relocation required, perform the relocation and any other required and associated Work.
- 7.2 **Township's efforts.** The Township will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to NFTC customers. The Township shall also provide, in a timely fashion, all Permits and approvals required to allow NFTC to Relocate the Equipment.
- 7.3 Apportionment of Cost for NFTC Relocation. The Township shall reimburse NFTC for the cost for labour employed and labour saving devices in such required relocation requested by the Township and such cost shall be apportioned equally between the Township and NFTC, and all other costs shall be borne by NFTC based on the following procedures:
- (a) Within thirty (30) days of receiving the request from the Township to relocate the Equipment, NFTC shall provide the Township with a written estimate of the Relocation Costs for such relocation, including an estimate of the Township's **reimbursement**.
 - (b) Within sixty (60) days of completing the relocation, NFTC may provide Township with a written invoice for the actual Relocation Costs in a format that clearly identifies the Township's **reimbursement**.
- 7.4 Equipment affected by Township's **Capital Works Plan**. Prior to the issuance of a Permit, the Township will advise NFTC in writing whether NFTC's **proposed** location for new Equipment will be affected by the Township's **ten-year capital works plan (the "Capital Works Plan")**. **If the** Township advises that the new Equipment will be so affected and NFTC, despite being advised of such, requests the Township to issue the Permit, then the Township may issue a conditional Permit stating that, if the Township requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, NFTC to relocate the Equipment within five (5) years of the date of the Permit, NFTC will be required to relocate the Equipment entirely at its own cost, notwithstanding Section 7.3.
- 7.5 Township not responsible for Third Party Relocation Costs. Unless otherwise agreed to between the Township and the Third Party, in no event shall the Township be responsible under this Agreement for:
- (a) the costs of NFTC to relocate Equipment at the request of a Third Party; or
 - (b) the costs or relocating the facilities of a Third Party installed on or in the Equipment.

- 7.6 Where Equipment is located incorrectly. The Township shall not be responsible for the costs of relocating any portion of the Equipment that is located outside a distance of one (1) metre horizontally (centre line to centre line) from the location approved in the Permit or as shown on the as-built composite utility **drawing submitted by a developer's engineering firm**. Notwithstanding the foregoing, in circumstances where records of the approved location of the Equipment are non-existent or unavailable, or where the conditions of the applicable ROW have changed materially from what was described in the Permit, the Parties agree to act reasonably when sharing or allocating the associated Relocation Costs.
- 7.7 Emergency temporary relocation. In cases of an Emergency that requires NFTC to temporarily relocate the Equipment, the Parties shall work co-operatively and expeditiously to complete the relocation as soon as practicably possible; provided, however, that the Township may, with at least twenty-four (24) prior notice to NFTC, take any measures it deems necessary for reasons of public health and safety.
- 7.8 Relocation performed by Township. If NFTC fails to complete the relocation in accordance with Section 7.1 the Township may, at its option, complete such relocation and NFTC shall pay the Township's **reasonable and verifiable costs of the relocation**.
- 7.9 Discontinuance of ROW. Where, in the opinion of the Township, a ROW (or any portion thereof) in which Equipment is located is no longer required for use by the Township as such, the Township may cause such ROW to be discontinued by registering a Notice of Discontinuance in the proper Registry Office; provided that:
- (a) if the Township owns the land upon which the ROW is located and does not require NFTC to Relocate the Equipment, it will, prior to the discontinuance or conveyance of the ROW, cause an easement to be registered against the property in favour of NFTC;
 - (b) if the Township owns the land upon which the ROW is located and does require NFTC to Relocate the Equipment, the Parties will, prior to the discontinuance or conveyance of the ROW, affect the relocation of the Equipment in accordance with Sections 7.1 and 7.2; and
 - (c) in all cases, the Township shall reimburse NFTC for 100% of the applicable Relocation Costs.
8. PAYMENT OF FEES AND OTHER CHARGES
- 8.1 Invoices. Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than forty-five (45) days after the date of the invoice was received.
- 8.2 Payment of taxes. NFTC shall pay, and shall expressly indemnify and hold the Township harmless from, all taxes lawfully imposed now or in the future by the Township or all taxes, rates, duties, levies or fees lawfully imposed now or in future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the Township, that are attributable to NFTC' **use of the ROW**.

9. TERM AND TERMINATION

9.1 Initial term and renewal. This Agreement shall have an initial term of twenty (20) years commencing on the Effective Date and shall be renewed automatically for six (6) successive five (5) year terms unless:

- (a) this Agreement is terminated by either Party in accordance with this Agreement;
- (b) a Party delivers initial notice of non-renewal to the other Party at least ninety (90) days prior to the expiration of the then current term; or
- (c) this Agreement is replaced by a new agreement between the Parties.

9.2 Termination by either Party. Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least twenty-four (24) hours notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice.

9.3 Termination by Township. The Township may terminate this Agreement by providing NFTC with at least twenty-four (24) hours written notice in the event that:

- (a) NFTC becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) NFTC assigns or transfers this Agreement or any part thereof other than in accordance with Section 16.2; or
- (c) NFTC ceases to be eligible to operate as a Carrier.

9.4 Obligations and rights upon termination or expiry of Agreement. Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to NFTC' **rights to use the ROWs pursuant to the Telecom Act** and, unless NFTC advises the Township in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and **effect until a new municipal access agreement (a "New Agreement") is** executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

10. INSURANCE

10.1 General. Throughout the term of this Agreement and any renewals or extension thereto, NFTC **shall maintain, at its sole expense, insurance (the "NFTC Insurance") in an amount and description as described below to protect** NFTC and the Township from claims for damages, bodily injury (including death) and property damage which may arise from NFTC' **operations under this Agreement, including** the use or maintenance of the Equipment within the ROWs or any act or omission of NFTC and its employees, contractors and agents while engaged in the Work. The NFTC Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

10.2 Comprehensive general liability occurrence-based insurance. Without

limiting the generality of the foregoing, NFTC shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per claim (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of NFTC as stated within this Agreement;
- (c) names the Township as an additional insured; and
- (d) contains cross liability and severability of interest clauses.

10.3 Insurance certificates. As soon as possible after the execution of this Agreement, NFTC shall provide, in a form acceptable to the Township, the Township with certificates of insurance in respect of the NFTC Insurance evidencing the cross liability and severability clauses and confirming the Township **as an "additional insured"**. **Thereafter**, NFTC shall provide the Township with evidence of all renewals of the NFTC Insurance in a form acceptable to the Township.

10.4 General insurance conditions.

- (a) The NFTC Insurance shall not be construed to, and shall in no manner, limit or restrict NFTC' **liability or obligations under this Agreement**.
- (b) The Township shall not be liable for any premiums relating to policies under the NFTC Insurance.
- (c) The policies under the NFTC Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the Township;
 - (ii) a waiver for severability of interest; and
 - (iii) that the NFTC Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Township without at least thirty (30) business days notice to the Township by registered mail.
- (d) NFTC will immediately notify the Township of any changes to or cancellation of the NFTC Insurance if they will directly affect or reduce the coverage made available to the Township.

11. LIABILITY AND INDEMNIFICATION

11.1 General. For the purpose of this Article 11,

- (a) **"Township"** means the Township and its Chair, the Township Engineer, Council members, officers, employees, contractors, agents, successors and assigns;
- (b) **"NFTC"** means NFTC Communications Co-operative Limited and its directors, officers, employees, contractors, agents, successors and assigns;
- (c) **"Claims"** means any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind; and
- (d) **"Losses"** means, in respect of any matter, all losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a Third Party or otherwise), and for the purposes of this definition, **"costs"** shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

11.2 No liability, Township. Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Township, the Township shall not:

- (a) be responsible, either directly or indirectly, for any damage to the Equipment

howsoever caused that may occur as a result of any Work by NFTC; and

- (b) be liable to NFTC for any Losses whatsoever suffered or incurred by NFTC on account of any actions or omissions of the Township working within the ROWs.
- 11.3 No liability, both Parties. Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.
- 11.4 Indemnification by NFTC. Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Township, NFTC covenants and agrees to indemnify, defend and save harmless the Township from and against any and all Claims or Losses that the Township may suffer or incur arising from:
- (a) NFTC's exercise of any of its rights under this Agreement;
 - (b) NFTC's performance of any Work within the ROWs and the operation or use of the Equipment by NFTC or any other Person;
 - (c) NFTC undertaking any activity within the ROWs which is ancillary to NFTC's exercise of its rights under this Agreement; and
 - (d) any breach of this Agreement by NFTC.
- 11.5 Indemnification by Township. Except for Claims or Losses arising, in whole or in part from the negligence or wilful misconduct of NFTC, the Township shall indemnify, defend and save harmless NFTC from and against all Claims and Losses that NFTC may suffer or incur arising from:
- (a) any damage to property (including property of NFTC); or
 - (b) any injury to individuals (including injury resulting in death), including NFTC's employees, servants, agents, licensees and invitees,
- caused by, resulting from or attributable to the act or omission of the Township or its employees, servants or agents.
- 11.6 Survival. The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.
12. ENVIRONMENTAL LIABILITY
- 12.1 Township not responsible. The Township is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any Person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with NFTC's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Township or those for which it is responsible in law.
- 12.2 NFTC to assume environmental liabilities. NFTC agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:
- (a) the occupation, operations or activities of NFTC, its contractors, agents or employees or by any person with the express or implied consent of NFTC within the ROWs; or
 - (b) any Equipment brought or placed within the ROWs by NFTC, its contractors, agents or employees or by any person with the express or implied consent of NFTC,

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the Township or those for which it is responsible in law.

13. FORCE MAJEURE

Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or **work stoppages ("Force Majeure")**. **In the event of any one** or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

14. DISPUTE RESOLUTION

The Parties will attempt to resolve any dispute arising out of this Agreement promptly through discussions at the operation level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the same and the Parties shall attempt to resolve such dispute between senior officers who have the authority to settle such dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve such dispute within thirty (30) calendar days of the non-disputing Party's receipt of written notice, **either Party** may initiate legal proceedings and/or submit the matter to the CRTC for resolution.

15. NOTICES

Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the Township at the following address:

If to the Township:

Township of Mapleton
7275 Sideroad 16, PO Box 160
Drayton, ON N0G 1P0
Attention: Sam Mattina, Director of
Public Works
Facsimile: 519-638-5113

If to NFTC

North Frontenac Telephone
Corporation Limited
5405 Eglinton Ave. W. suite 214
Toronto, ON
M9C 5K6

Attn: Grant Roughley

Any notice may also be given by prepaid registered mail mailed within the Province of Ontario and such notice shall be effective five (5) business days following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above.

16. GENERAL

- 16.1 Entire agreement. This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 16.2 Assignment. This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, NFTC shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate or reputable third party without the consent of the Township, provided that NFTC has given notice to the Township.
- 16.3 Parties to act reasonably. Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 16.4 Amendments. Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Township and NFTC.
- 16.5 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 16.6 Governing law. This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.
- 16.7 Waiver. Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 16.8 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

16.9 Inurement. This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

NORTH FRONTENAC TELEPHONE
CORPORATION LTD.

President

TOWNSHIP OF MAPLETON

Gregg Davidson,
Mayor

Manny Baron,
CAO

SCHEDULE B
Permits Required by the Township

**Road Occupancy Permit
Municipal Consent**

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-017

Being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Paula C. Ferreirinha & Khen Hopmans and The Corporation of the Township of Mapleton

WHEREAS Paula C. Ferreirinha & Khen Hopmans are the owners of lands described as Part Lot 118 Survey Bolton's Drayton as in HN3961 & HN3961; in the Township of Mapleton and are desirous of developing the subject lands;

AND WHEREAS the property has been made subject to Site Plan Control by By-law 2013-079;

NOW THEREFORE the Council of The Corporation of the Township of Mapleton enacts as follows:

1. That the Mayor and Clerk be authorized to execute a Site Plan Agreement between Paula C. Ferreirinha & Khen Hopmans and The Corporation of the Township of Mapleton.
2. A copy of the agreement is attached hereto as Schedule "A" and forms part of this By-law.

READ a first, second and third time this 10th day of March, 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger

STANDARD SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2020.

BETWEEN:

PAULA CRISTINA FERREIRINHA & KHEN HOPMANS
hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Owner represents that it is the owner of the Lands described as Part Lot 118 Survey Bolton's Drayton as in HN3961 & HN3961; in the Township of Mapleton;

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS these plans and drawings (total of 3 pages) are described as:

- General Site Plan
- Drainage, Fence, Grading, Landscaping, Signage, Snow
- Signage Layout

AND WHEREAS these plans can be reviewed at the Offices of the Clerk of The Corporation of the Township of Mapleton, 7275 Sideroad 16, east of Drayton, Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for Two (\$2.00) Dollars paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in

- conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
 3. The Owner agrees that the Plans shall be in such detail and shall provide for any or all of the following, as determined by the Township:
 - (a) the elevation of the property prior to and after development of the proposed use;
 - (b) the proposed exterior building design of all buildings and the use of all remaining open lands on the site;
 - (c) all yards and off-street parking spaces in accordance with the Township's by-laws;
 - (d) detailed Landscape Plans indicating planting and any outdoor structures;
 - (e) the proposed width, location, grades and elevation of all proposed roads, entrances, accesses and walkways (both private and public);
 - (f) the location of all outdoor garbage and recycling containers and details for supporting concrete pad and enclosures having a height of 1.8 metres. Further, the Owner agrees to locate and construct the supporting concrete pad and enclosure in accordance with the approved plan and details prior to the occupancy of the proposed development;
 - (g) storm and sanitary drainage plans for the Lands and the buildings;
 - (h) the location of fire routes;
 - (i) the location and type of overhead floodlights for all parking areas to ensure deflection of lights away from adjacent properties;
 - (j) subject to the *Public Transportation and Highway Improvement Act, R.S.O. 1990*, facilities to provide access to and from the land such as access ramps and curbing and traffic direction signs, and where access is proposed onto a County of Wellington Road, the approval of the County of Wellington shall be obtained with respect to the location and design of access onto the County Road;
 - (k) off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles and the surfacing of such area and driveways;
 - (l) walkways, including the surfacing thereof, and all other means of pedestrian access;
 - (m) walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands.
 4. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.

5. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 (f) of this Agreement.
6. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or the County of Wellington.
7. The Owner agrees that there shall be no on-site storage of snow and that snow shall be removed from the parking lot area for the Lands unless clearly shown on the drawings.
8. The provisions set out in Schedule "A" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "A" shall prevail.
9. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
10. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
11. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
12. (a) In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township, the Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.

(b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Clerk and in an amount determined by the Clerk, sufficiently guaranteeing the

satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township and or Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township and or Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Clerk for each phase and shall not be further reduced until the Township or Township Engineer has approved the works at the end of the said one (1) year period.

13. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) *provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.*
- b) *complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.*
- c) *Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.*

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

14. The Owner is to confirm conformation to the terms of agreement prior to the Township releasing the security.

15. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The Owner shall obtain from all mortgagees, chargees and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
19. The covenants, agreements, conditions and understandings set out herein and in Schedules "A" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	OWNER'S NAME
)	
in the presence of)	
)	
_____)	_____
Witness Signature	)	Paula C. Ferreirinha
)	
_____)	_____
Witness Signature	)	Kehn Hopmans
)	
)	

) I/We have the authority to bind
) the Corporation
)
) THE CORPORATION OF THE
) TOWNSHIP OF MAPLETON
)
)
) _____
) Gregg Davidson
) Mayor
)
) _____
) Manny Baron
) CAO/Deputy Clerk
)
) We have the authority to bind
) the Corporation.

SCHEDULE "A"

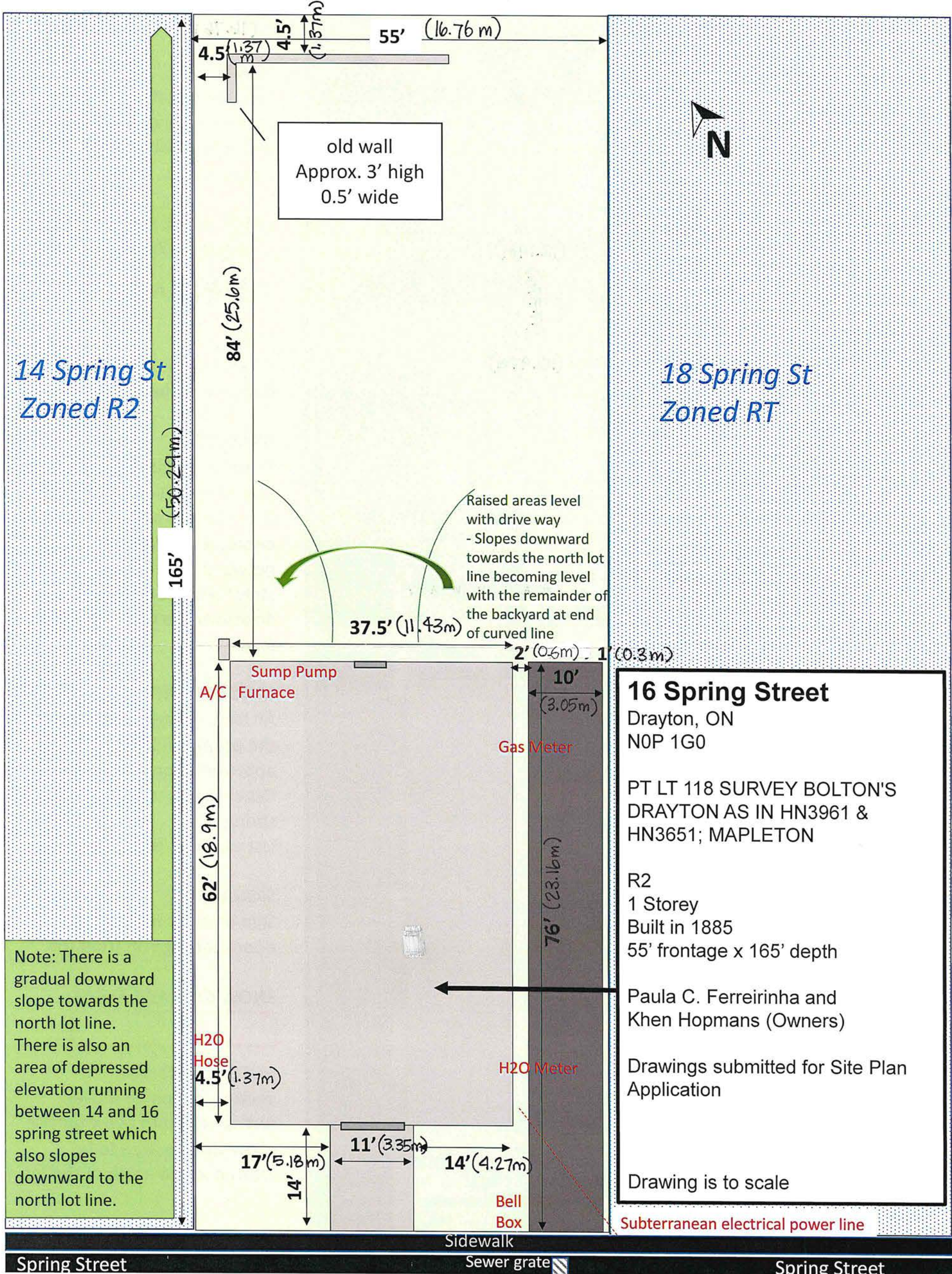
Site Specific Requirements

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- Seven (7) parking spots will be required
- On-site works include the following

ITEM	ESTIMATE
Surface treatment of parking areas	\$5,270.00
Fencing	\$1,300.00
Lighting	\$1,000.00
Total	\$7,570.00
Security Required (50%)	\$3,785.00

\$3,785.00 will be collected as security for on-site surface works.



16 Spring Street,
Drayton



DRAINAGE:

As is. Aggregate surface of parking lot and grading of lot to accommodate drainage requirement.

DRIVEWAY & PARKING LOT:

- Aggregate
- Asphalt

FENCE:

3.5-4 ft high along the majority of the east lot line

GRADING:

There is a gradual downward slope towards the north lot line. There is also an area of depressed elevation running between 14 & 16 spring street which also slopes downward to the north lot line.

LANDSCAPING:

All trees (7) are currently on the property- location is an approximation. Other plants to be planted in spring. List of plants to be provided.

SIGNAGE:

Sign on front façade above doors and sign on front lot

SNOW STORAGE AREAS:



NOTE: If preferable the parking lot can be moved further south to allow for the snow storage area to be located at the north of the lot

16 Spring Street, Drayton- Site Plan Application: Signage Layout



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-018

Being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Lloyd Bauman and Alice Bauman and The Corporation of the Township of Mapleton

WHEREAS Lloyd Bauman and Alice Bauman are the owners of lands described as Part Lot 7, Concession 4, Peel as in RO729949; S/T YN16438; Mapleton in the Township of Mapleton and are desirous of developing the subject lands;

AND WHEREAS the property has been made subject to Site Plan Control by By-law 2013-079;

NOW THEREFORE the Council of The Corporation of the Township of Mapleton enacts as follows:

1. That the Mayor and Clerk be authorized to execute a Site Plan Agreement between Lloyd Bauman and Alice Bauman and The Corporation of the Township of Mapleton.
2. A copy of the agreement is attached hereto as Schedule "A" and forms part of this By-law.

READ a first, second and third time this 10th day of March, 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger

STANDARD SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2020.

BETWEEN:

ALICE BAUMAN AND LLOYD BAUMAN
hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Owner represents that it is the owner of the Lands described as Part Lot 7, Concession 4, Peel as in RO729949; S/T YN16438; Mapleton;

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS these plans and drawings are described as:
Drawing Name: Site Map (1 page)
Received: February 4, 2020, as approved by ZBA2019-01 application
Drawing prepared by: Owner

Drawing Name: Project Notes, Plan & Section
Stamped: February 10, 2020 S. Desroches (total 5 pages)
Prepared by: Waddell Engineering Ltd.

Drawing: Kennel Runs (1 page)
Prepared by: Owner

AND WHEREAS these plans can be reviewed at the Offices of the Clerk of The Corporation of the Township of Mapleton, 7275 Sideroad 16, east of Drayton, Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for Two (\$2.00) Dollars paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Township approving the plans and

drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the Plans shall be in such detail and shall provide for any or all of the following, as determined by the Township:
 - (a) the elevation of the property prior to and after development of the proposed use;
 - (b) the proposed exterior building design of all buildings and the use of all remaining open lands on the site;
 - (c) all yards and off-street parking spaces in accordance with the Township's by-laws;
 - (d) detailed Landscape Plans indicating planting and any outdoor structures;
 - (e) the proposed width, location, grades and elevation of all proposed roads, entrances, accesses and walkways (both private and public);
 - (f) the location of all outdoor garbage and recycling containers and details for supporting concrete pad and enclosures having a height of 1.8 metres. Further, the Owner agrees to locate and construct the supporting concrete pad and enclosure in accordance with the approved plan and details prior to the occupancy of the proposed development;
 - (g) storm and sanitary drainage plans for the Lands and the buildings;
 - (h) the location of fire routes;
 - (i) the location and type of overhead floodlights for all parking areas to ensure deflection of lights away from adjacent properties;
 - (j) subject to the *Public Transportation and Highway Improvement Act, R.S.O. 1990*, facilities to provide access to and from the land such as access ramps and curbing and traffic direction signs, and where access is proposed onto a County of Wellington Road, the approval of the County of Wellington shall be obtained with respect to the location and design of access onto the County Road;
 - (k) off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles and the surfacing of such area and driveways;
 - (l) walkways, including the surfacing thereof, and all other means of pedestrian access;
 - (m) walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands.
4. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including

without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.

5. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 (f) of this Agreement.
6. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or the County of Wellington.
7. The Owner agrees that there shall be no on-site storage of snow and that snow shall be removed from the parking lot area for the Lands unless clearly shown on the drawings.
8. The provisions set out in Schedule "A" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "A" shall prevail.
9. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
10. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
11. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
12. (a) In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township, the Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed

under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.

- (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Clerk and in an amount determined by the Clerk, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township and or Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township and or Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Clerk for each phase and shall not be further reduced until the Township or Township Engineer has approved the works at the end of the said one (1) year period.

13. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) *provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.*
- b) *complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.*
- c) *Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.*

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover

the expense in doing so by action or the same may be recovered in like manner as municipal taxes

14. The Owner is to confirm conformation to the terms of agreement prior to the Township releasing the security.
15. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The Owner shall obtain from all mortgagees, chargees and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
19. The covenants, agreements, conditions and understandings set out herein and in Schedules "A" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	OWNER'S NAME
)	
in the presence of)	
)	
_____)	_____
Witness Signature	)	Lloyd Bauman
)	
_____)	_____
Witness Signature	)	Alice Bauman
)	
	)	I/We have the authority to bind
	)	the Corporation
)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF MAPLETON
)	
)	_____
	)	Gregg Davidson
	)	Mayor
)	
)	_____
	)	Manny Baron
	)	CAO/Deputy Clerk
)	
	)	We have the authority to bind
	)	the Corporation.

SCHEDULE "A"

Site Specific Requirements

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- Any future expansion requires an amendment to this site plan agreement
- On-site works

ITEM	ESTIMATE
Nothing named	
Security Required (50%)	\$2,000.00

\$2,000.00 will be collected as security for on-site surface works.



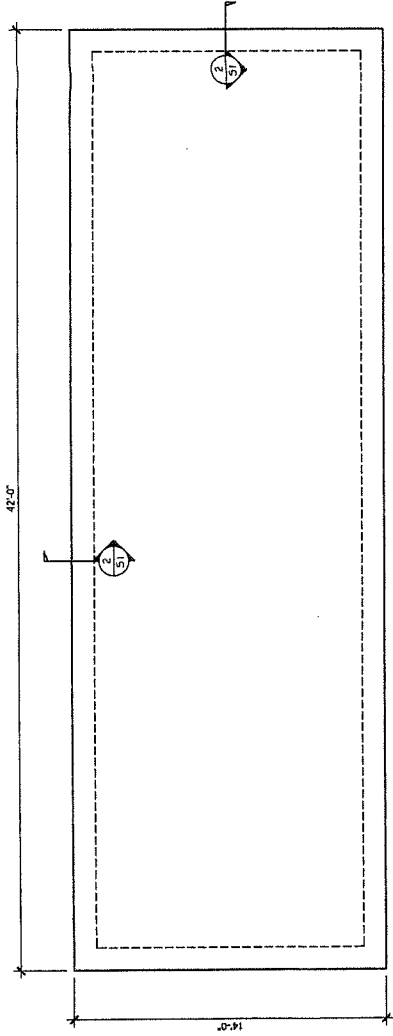
Approved by Zoning
Bylaws Application ZBA2019-01

Rec'd
Feb. 4/200

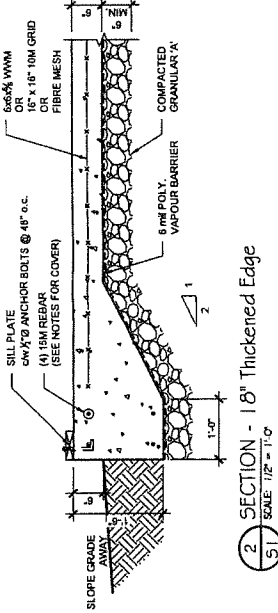
Proposed
588
sq ft.
building
for kennel
operation

• neighbours
are all
residing
more
500 feet away

L-13.



1 PLAN
SCALE: 3/16" = 1'-0"



2 SECTION - 18" Thickened Edge
SCALE: 1/2" = 1'-0"

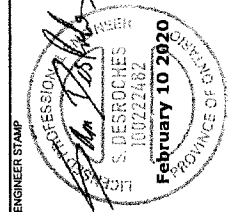
GENERAL NOTES:

FOUNDATIONS:

- REMOVE ALL TOPSOIL AND ORGANIC MATERIAL FROM THE BUILDING AREA.
- SLAB MUST BE CARRIED DOWN TO NATURAL UNDISTURBED SOIL CAPABLE OF SUSTAINING 1500 PSF (75 KPa)
- ALLOWABLE SOIL BEARING PRESSURE.

CONCRETE:

- ALL CONCRETE ON THIS PROJECT SHALL HAVE A MINIMUM OF 28 DAY COMPRESSIVE STRENGTH OF 32 MPa.
- WITH 6% AIR-ENTRainment AND 0.45 MAX WATER-TO-CEMENT RATIO.
- ALL REINFORCEMENT IS TO BE GRADE 400 MPa (60 KSI) WIRE MESH (MANY FLAP).
- ALL CONCRETE WORK SHALL BE CARRIED OUT IN ACCORDANCE TO THE LATEST EDITION OF THE NATIONAL BUILDING CODE, CANCSA-A-23.1/A23.2-M90 AND LOCAL BY-LAWS.
- CONCRETE COVER SHALL BE AS FOLLOWS:
 - WHERE CONCRETE IS IN CONTACT WITH EARTH (I.E. FOOTINGS)
 - WHERE IT FORMS TO WEATHER ON EARTH (I.E. SIDE OF THE FLOATING SLAB)
- SLAB ON GRADE SHALL BEAR ON MIN. 6" GRANULAR 'A' FILL (COMPACTED TO 98% SPDD) ON ORIGINAL SUBGRADE.
- SPACE AWAY FROM BUILDING.
- SAW CUT SLAB TO A DEPTH OF 3" SLAB THICKNESS (18"). SPACE SAW CUTS @ 16' o.c.
- SLAB IS NOT TO BE POURED ON FROZEN GROUND.



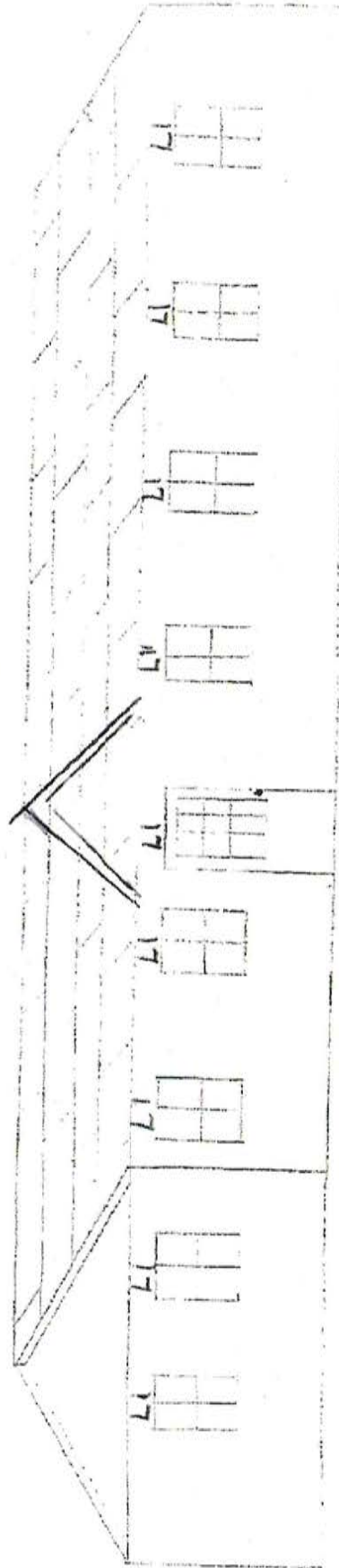
 WADDELL ENGINEERING LTD. 118 PINEBUSH RD. UNIT C CAMBRIDGE, ON N1R 7J8 Phone: 519-267-6789 Fax: 1-866-398-9659 www.waddelleng.com info@waddelleng.com	CLIENT: Glenvalley Construction	PROJECT NO: 20-02-031
	DRAWING TITLE: Project Notes, Plan & Section	PROJECT: Floating Slab 6625 Sideroad 17 RR#2 Wallerstein, ON N0B 2S0	SHEET NO: 51
DATE: 2020-02-10		SCALE: As Noted

REV	BY	DATE	DESCRIPTION
0		2020-02-10	ISSUED FOR CONSTRUCTION

Lloyd Bauman
6625 Sideroad 17
RR #2 Wallenstein ON
NOB 250

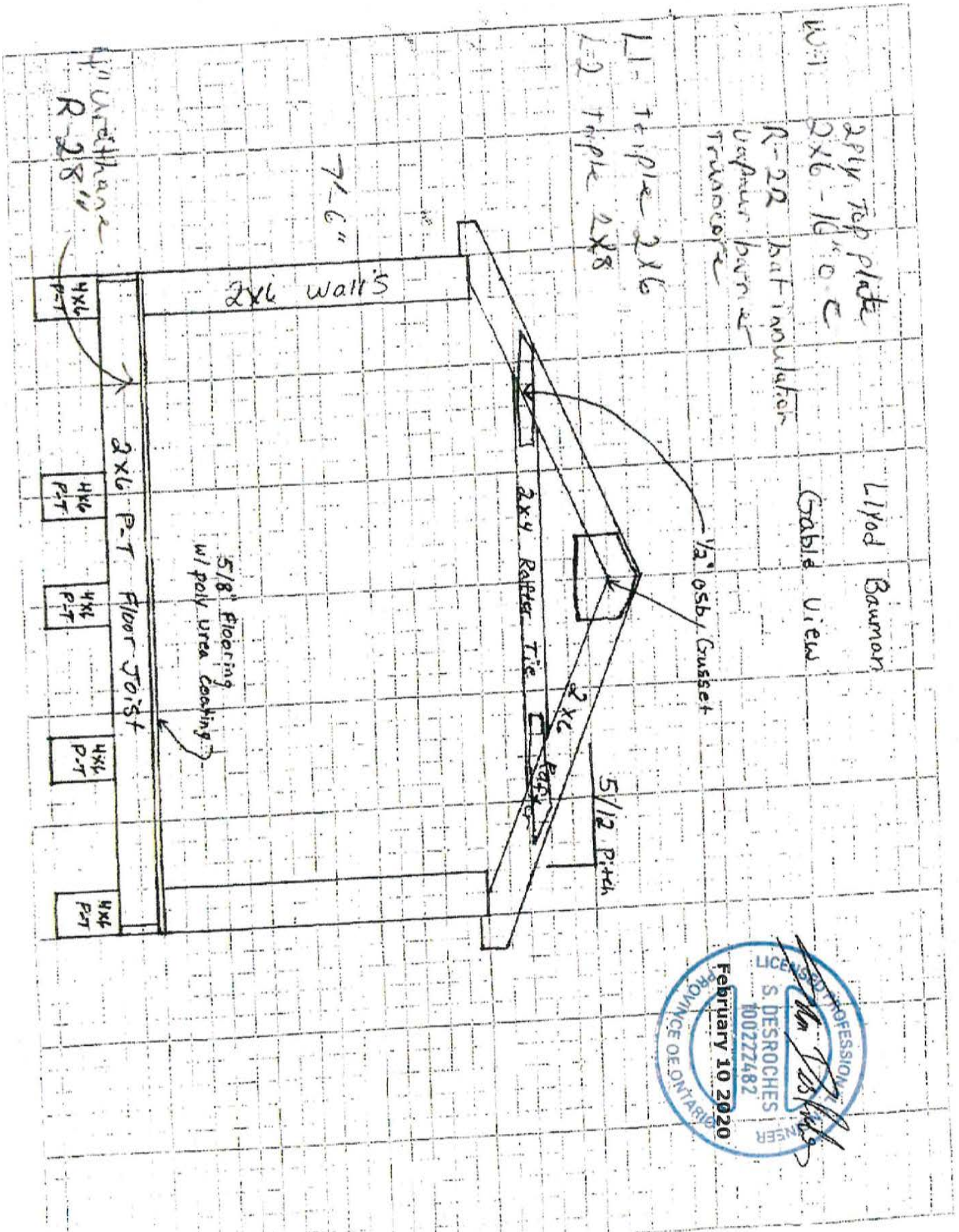


2x6 stick framed
Dormer



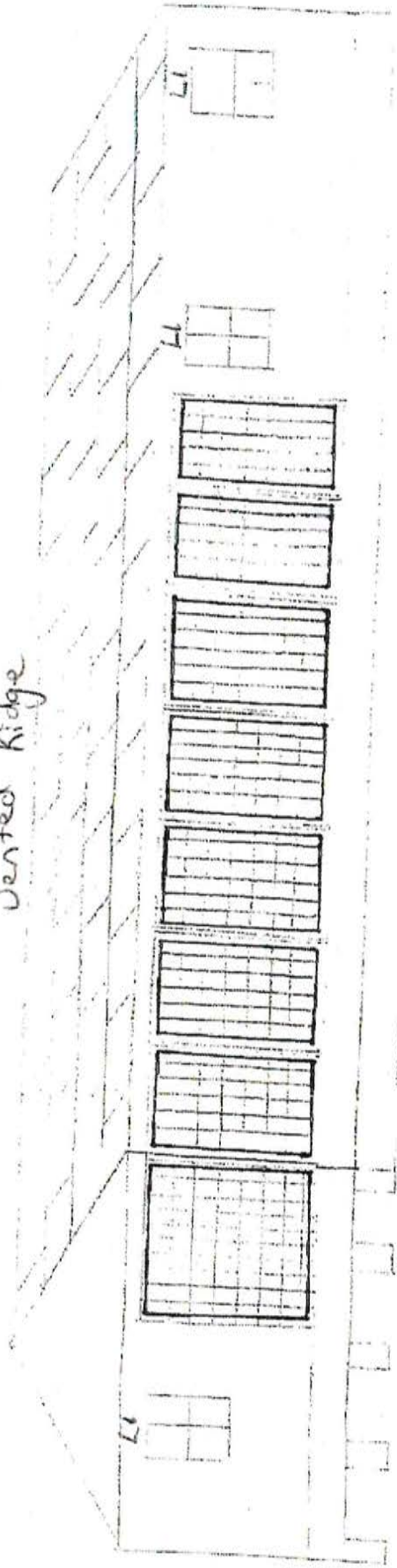
24x36
Window's

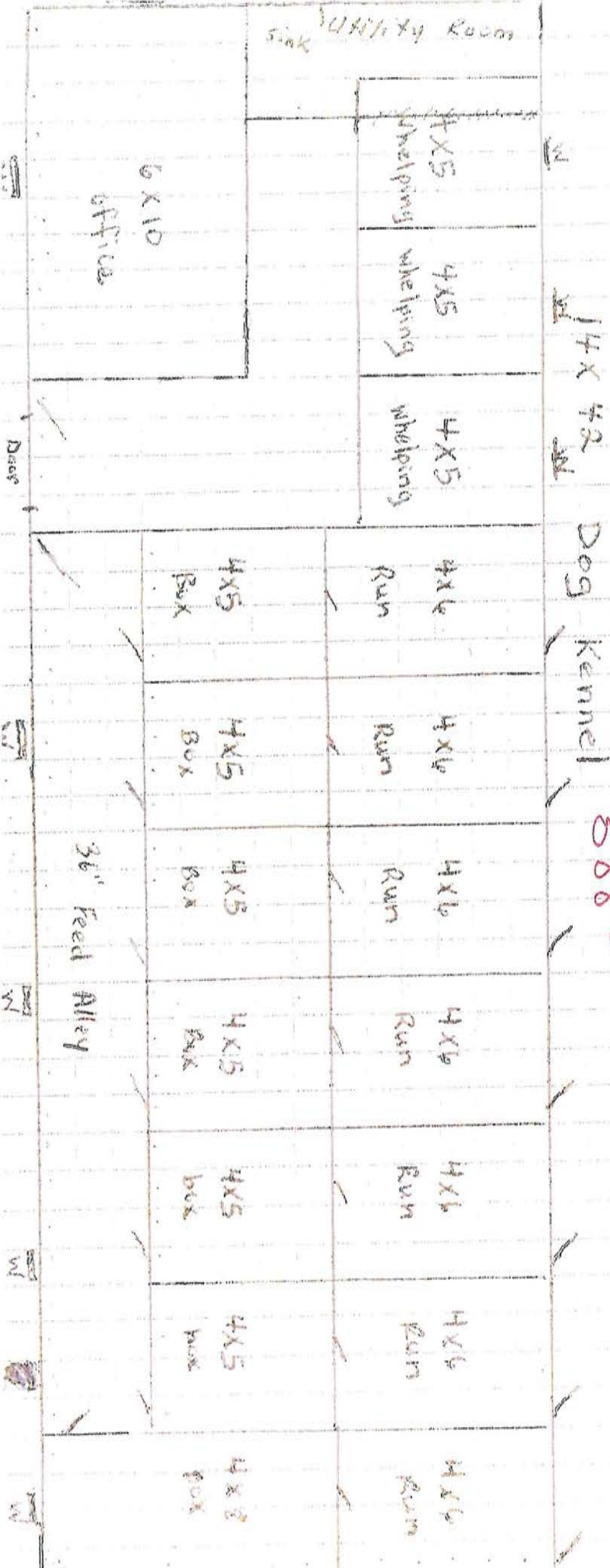
32' x 72"
Door





Vented Ridge





Future Fencing Enclosure for Play Area

TOWNSHIP OF MAPLETON
DRAFT RESOLUTION

A Resolution to Request the Province of Ontario Review the
Farm Property Class Tax Rate Programme in Light of
Economic Competitiveness Concerns between Rural and
Urban Municipalities

WHEREAS the Province of Ontario implemented changes to property assessment and introduced taxation reform which came into effect in 1998;

AND WHEREAS prior to 1998 farm properties were subject to taxation at the base residential tax rate and qualified farmers applied annually to the province to be reimbursed 75% of the farm portion of the taxes paid to the local municipality;

AND WHEREAS the province changed the method of delivering farmer's rebates by creating the Farm Property Class Tax Rate Programme under the jurisdiction of the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA);

AND WHEREAS rather than apply annually and wait for property tax rebates, the delivery of the programme shifted to local municipal governments and onto the property tax system;

AND WHEREAS eligible farmland assessment values are now locally subsidized by 75% of their full current value assessment (CVA) to produce a lower weighted assessment base which is used for tax rate setting purposes;

AND WHEREAS the effect of the locally subsidized weighted assessment shifts an increased burden of tax onto all other property classes within the municipality;

AND WHEREAS these taxation reforms were originally supposed to be revenue neutral and offset by funding from the Ontario Municipal Partnership Fund (OMPF) and its predecessor the Community Reinvestment Fund (CRF);

AND WHEREAS the province has been reducing support from the Ontario Municipal Partnership Fund while the cost of the farm tax rebate programme is continuously increasing;

AND WHEREAS an economically competitive agricultural industry provides affordable food and agricultural products to all Ontarians and is a provincial objective that should

be cost shared amongst all of its citizens;

AND WHEREAS the cost of this programme disproportionately falls upon property taxpayers in rural municipalities;

AND WHEREAS higher property taxes in rural municipalities is creating economic competitiveness issues between rural and urban municipalities;

AND WHEREAS the province hasn't undertaken a review of this programme since it was implemented in 1998;

NOW THEREFORE the Council of the Township of Mapleton requests that:

The Province of Ontario undertake a review of the Farm Property Tax Class Rate Programme to determine:

The appropriateness of the cost of the Farm Property Tax Class Rate Programme falling disproportionately amongst rural residential and business property owners when the benefit of an economically competitive agricultural industry and affordable food and agricultural products is a provincial objective that should be shared amongst all taxpayers in Ontario;

The adequacy of funding being provided to rural municipalities to offset the cost of the Farm Property Tax Class Rate Programme;

The differences between the amount of property taxes paid in rural and urban municipalities and the root causes of those differences;

Economic competitiveness concerns with disproportionately higher average property taxes being paid in rural municipalities;

Other methods of delivering the farm tax rebate programme to farmland owners where the cost can be shared province-wide.



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Administration, Finance and Human Resources Committee
From: Ken DeHart, County Treasurer
Date: Thursday, January 16, 2020
Subject: Farm Property Class Tax Rate Programme

Background:

The Province of Ontario implemented changes to property assessment and introduced taxation reform which came into effect in 1998. Prior to this, farm properties were subject to taxation at the base residential tax rate and farmers applied annually to the Minister of Finance to be reimbursed 75% of the farm portion of taxes paid to the local municipality.

As part of assessment reform, the Province changed the method of delivering farmer's rebates by creating the Farm Property Class Tax Rate Programme under the jurisdiction of the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). Under the new programme, rather than apply annually and wait for property tax rebates, delivery of the programme shifted to local municipal governments and onto the property tax system. Eligible farmland assessment values are now discounted by -75% of their full current value assessment (CVA) to produce a lower weighted assessment base which is used for tax rate setting purposes. With residential tax rates being the benchmark ratio of 1.0, farmlands have been set in legislation to have a 0.25 ratio or lower. The effect of the discounted weighted assessment shifts an increased burden of tax onto all other property classes in the County by way of increasing the benchmark tax rate. Doing so has a pronounced effect on the residential sector which comprises 78% of the County's levy base. By comparison, farmland taxes comprise 7% of the total levy base.

	2019 CVA	% raw CVA	WTD CVA	% Wtd CVA	2019 Levy	% of Levy
Residential	12,584,607,345	68.02%	12,584,474,157	77.91%	77,709,877	77.91%
Multi Residential	86,932,592	0.47%	165,171,925	1.02%	1,019,946	1.02%
Farmland	4,499,862,369	24.32%	1,124,965,592	6.96%	6,946,730	6.96%
Commercial	863,761,038	4.67%	1,287,867,708	7.97%	7,952,660	7.97%
Industrial	368,081,028	1.99%	882,959,280	5.47%	5,452,326	5.47%
Pipeline	41,303,954	0.22%	92,933,897	0.58%	573,872	0.58%
Managed Forest	55,959,714	0.30%	13,989,929	0.09%	86,389	0.09%
County Total	18,500,508,040	100.00%	16,152,362,486	100.00%	99,741,800	100.00%

Challenges facing Rural Municipalities

Shifting of farmland discounted assessment onto residential taxpayers is specific to rural municipalities. Schedule A shows the difference between raw (unweighted) assessment roll values and resulting weighted assessment in Wellington County as compared to a typical urban municipality. In 2019 the residential tax class comprised 68.02% of Wellington County's assessment base, but the residential class pays 77.91% of property taxes once tax ratios are factored in. The farmland ratio of 0.25 has the effect of increasing the residential tax burden by approximately 10% across the County.

Conversely, in an urban municipality with very little farm tax class, the residential assessment base of 78.50% is reduced to 66.27% of total weighted assessment used for tax rate setting purposes. A reduction of more than 12% off the residential tax burden. This causes Wellington County economic competitiveness issues for the County's southern municipalities that border a number of urban municipal centres. Tax policy treatment greatly favours urban municipalities in Ontario.

Since the cost of providing the Farm Property Class Tax Rate Programme was downloaded by the province in 1998; provincial funds have been allocated annually to rural municipalities to offset the tax loss. This was supposed to be a revenue neutral allocation. However, each year transfer amounts from the Ontario Municipal Partnership Fund (OMPF) continue to decline. The Table below shows that a total tax levy of \$34,669,691 was necessary in order to provide the farmland tax incentive rebate benefiting 5,807 farm property owners in Wellington. The OMPF allocation county-wide in 2019 was \$7,065,800 leaving a shortfall of more than \$27 million in levy which is shifted onto every other property owner in Wellington County. This translates to \$754 per property in the County or 15.7% of total taxes for the typical homeowner. This is a significant amount of additional property tax burden that our residents continue to bear annually and which are subject to increase depending on market value of farmlands.

In essence, County residents are providing the -75% rebate instead of the Province for the Farm Property Class Tax Rate Programme, creating significant financial hardship amongst our ratepayers and limiting the County's economic competitiveness with neighbouring jurisdictions.

**WELLINGTON COUNTY - 2019 FARMLAND PROPERTIES
OMPF FUNDING TO MITIGATE COST OF FARM PROPERTY CLASS TAX REBATE**

Municipality	Municipal Rebates	Municipal OMPF Grant	Municipal Levy Impact	County Rebate* Distribution	Total Additional Levy Required
Puslinch	\$ 232,040	\$ 415,700	\$ (183,660)	\$ 2,846,353	\$ 2,662,693
Guelph/Eramosa	\$ 1,137,235	\$ 490,300	\$ 646,935	\$ 3,120,713	\$ 3,767,649
Erin	\$ 890,468	\$ 593,300	\$ 297,168	\$ 2,852,697	\$ 3,149,866
Centre Wellington	\$ 1,987,127	\$ 319,600	\$ 1,667,527	\$ 5,553,231	\$ 7,220,758
Mapleton	\$ 5,235,570	\$ 837,400	\$ 4,398,170	\$ 1,961,338	\$ 6,359,507
Minto	\$ 1,446,483	\$ 1,604,600	\$ (158,117)	\$ 1,153,001	\$ 994,884
Wellington North	\$ 2,900,554	\$ 1,296,800	\$ 1,603,754	\$ 1,844,780	\$ 3,448,534
Wellington County	\$ 20,840,213	\$ 1,508,100	\$ 19,332,113		
Total	\$ 34,669,691	\$ 7,065,800	\$ 27,603,891	\$ 19,332,113	\$ 27,603,891

Additional levy required to provide farm rebate after OMPF grant

Total Properties **	36,607	Tax per property	\$754
Less # of Farms	5,807		
	30,800	Excluding farms	\$896
Population	97,610	Tax per resident	\$283

* County farm rebate distribution based on local municipal levy % share

** excludes special/exempt properties

Farm Application Deadline Requirements

Another challenge faced by rural municipalities is how the farm application and deadline requirements are administered by OMAFRA (now by AgriCorp). In any given year, many farm owners do not submit their applications within the specified deadline. The result is that many bona fide farm properties end up ‘flipping’ out of the discounted farm class and into the full residential tax class upon the next roll return. The assessment of these farm values are no longer discounted when calculating total weighted assessment, which is used for tax rate setting purposes.

This creates two distinct ongoing problems for rural municipalities. One is that the benchmark residential tax rate is lower than it otherwise would be; and two, upon approval of the late applications by OMAFRA, municipalities must refund the -75% difference in farm taxes retroactive to January of the current or sometimes even the preceding taxation year. There is no administrative or monetary penalty for late applications. Each year Wellington County finds approximately \$20,000,000 of farmland valuation excluded from the farmland discount programme due to late applications.

This year staff identified a major anomaly with farmland assessment loss of close to \$90,000,000. Upon enquiry, it was reasoned that the extremely high change in farm CVA was due to administrative changes as programme delivery shifted from OMAFRA to AgriCorp. County staff expect that most of the outstanding farm applications will be approved and revert back to the farm tax rate during 2020. Staff have included an additional \$300,000 in estimated property tax write-offs into the 2020 budget to set aside additional funds in preparation for the County’s share of potential write-offs as tabled below:

2019 FARMLAND CVA CHANGE OVER TO RESIDENTIAL RT CLASS

(Between September 25 in-year growth and final November 2019 growth)

Possible write-off amounts IF all properties revert back to AGRICORP approved FTIP

	PUSLINCH	GET	ERIN	CTR WELL	MPLTN	MINTO	WN	COUNTY
Est Prop Count	-20	-24	-26	-18	-22	-19	-28	-157
Farm CVA Loss	8,500,000	17,500,000	13,000,000	10,000,000	19,000,000	5,000,000	16,500,000	89,500,000
Res Tax Rate	0.00167135	0.00260652	0.00295749	0.00321969	0.00476387	0.00544891	0.00481749	0.00617506
Res Taxes	14,206	45,614	38,447	32,197	90,514	27,245	79,489	552,668
Farm Tax Rate	0.00041784	0.00065163	0.00073938	0.00080492	0.00119097	0.00136223	0.00120437	0.00154376
Farm Taxes	3,552	11,404	9,612	8,049	22,628	6,811	19,872	138,167
Potential w/o *	(\$10,655)	(\$34,211)	(\$28,835)	(\$24,148)	(\$67,885)	(\$20,433)	(\$59,616)	(\$414,501)
							Grand Total*	(\$660,285)

* excludes Education Tax Component

Farmland Property Assessment Valuation

The Municipal Property Assessment Corporation (MPAC) is responsible for placing current market value assessment (CVA) on all properties in Ontario. The most recent province-wide reassessment updating the base year to January 1, 2016 was returned for the 2017 tax year. As mandated by the Province, any assessment increases are phased-in over a 4-year cycle. MPAC reported the average farmland increase province-wide was 64% and residential CVA increased by 18%. By comparison, Wellington County CVA has increased by 68% and 13% respectively.

In the 2016 Assessment Update Summary, MPAC reports they have strengthened the accuracy and equity of farm valuations by improved sales verification processes of bona fide farmer-to-farmer sales along with undertaking a comprehensive review of vacant farmland sales as far back as January 2008. They report that upward trends continue to increase provincially as demand for farmland outweighs the supply and non-agricultural buyers continue to purchase farmlands creating competition. Agri-Food Canada reported the net worth of an average farm was expected to reach \$2.8 million in 2017.

Staff conducted a preliminary review of open market farm sales in Wellington County during 2018 and 2019. The data reveals that the current 2016 base year CVA of farm properties sold continue to be under-assessed by 27.43%. Sale prices ranged from \$26,000 to \$4,200,000.

Wellington County	2019 Farm Sales	2018 Farm Sales	Total Sales
Number of valid farm sales	97	108	205
Total CVA of farm sales	90,515,500	89,366,400	179,881,900
Combined sale prices	130,333,790	117,533,356	247,867,146
Difference sales to assessment	39,818,290	28,166,956	67,985,246
As a percentage	30.55%	23.97%	27.43%

* source MPAC Municipal Connect

Assessment Act Considerations

Current value assessment is defined as “the amount of money the fee simple, if unencumbered, would realize if sold at arm’s length by a willing seller to a willing buyer.” For farm properties, the province has clearly indicated that farm properties are to be treated different from the concept of current value. Section 19(5) of the Assessment Act requires that current value of the land and buildings should only be used when sales are for farm-purposes only and reflect the productivity of the land for farming purposes.

MPAC assessment methods must only consider farmer-to-farmer sales. In this case, the Assessment Act requires MPAC to exclude any sales to persons whose principal occupation is other than farming. This has the effect of excluding any other type of buyer and highest and best-use considerations from current value assessment.

From a land productivity perspective, land classes are adjusted for their productivity. For example, Class 1 farmlands are the most productive for crops, while on the other end of the scale, Class 6 is for swamp and scrublands that are the least productive. Lands in Wellington County and in particular, the southern portion of the County sell for far more per acre than what farms are assessed at for farm purposes. Analysis undertaken with regard to current assessment appeals shows that the best lands (Class 1) are currently being assessed in the \$14,000 to \$16,000 per acre range for farms. Sales of larger land holdings are selling in the range of \$20,000 to \$25,000 per acre range.

The intent of Section 19(5) of the Assessment Act is to limit and protect farm property from current value considerations outside of farming. This means that generally speaking, farms are naturally under-assessed from general market considerations – providing favourable assessments to the farming community in comparison to true market value.

Other Assessment Considerations

- Farm owners who reside on the property do pay a residential tax component for their home plus one acre of land at the farmland rate. However, the valuation is based on a replacement cost method that produces a much lower value (\$223,125) than non-farm residences (\$424,187) as shown here on the average (County) property value and tax comparison.

Average 2019 Farm and Residential Value and Taxes

2019 farm house CVA	223,125	2019 Average Residential Property CVA	\$424,187
2019 Farmland CVA	901,900		
Average 2019 total farm CVA	\$1,125,025		
2019 farm house taxes	\$2,526		
2019 farmland taxes	\$2,553		
2019 total farm taxes	\$5,079	2019 Average residential taxes	\$4,803

- As seen above, while the average farm value is assessed at over 2.6x the value of the average residential property, overall taxes are comparable.
- According to MPAC’s 2019 Market Change Profile report, of the 6,465 properties classified as farms, 1,892 are owned and/or occupied by non-farmers. Although the property owners are not engaged in farm activity or business, their properties are valued as if they are. These non-farmers benefit from lower residential structure values and lower land values, which translate to lower taxes simply by nature of leasing their land to a bona fide local farmer. This treatment can be perceived as rather unfair to typical residential property owners in Wellington County.
- Many owners of farmland also enjoy other property tax discounts if they are eligible to enter into either the Managed Forest Tax Incentive Programme (0.25 ratio) or the Conservation Land Programme which is fully exempt from property taxes.
- In order to receive the farm class tax discount, the owner must have a Farm License and be in the business of farming. Municipal taxes paid are then able to be written off as a business expense on annual income tax returns. Whereas residential property owners are not able to do so.

Impacts of Assessment Increases on the Farming Community

Being predominantly a rural community with strong roots planted in farm trades, Wellington County farmers observed significant increases in their farmland valuation. It is acknowledged that farmland values have increased significantly in the County of Wellington. In the 2012 base year valuation, farmland made up 19.8% of the County’s assessment base and 5.4% of the taxable assessment base. For the 2016 base year valuation, farmland now makes up 25.1% of the Wellington County assessment base and 7.2% of the taxable assessment base.

Recently, groups such as the Christian Farmers Federation of Ontario (see correspondence received on this agenda) and the Ontario Federation of Agriculture began approaching local Councils to lower the farmland ratio below 0.25 in order to help offset property tax increases. Their efforts have been successful in some municipalities. Schedule B lists the municipalities that have implemented farmland ratio reductions in Ontario as reported to BMA Consultants in the 2019 Municipal Study Report.

When reviewing the list of municipalities on Schedule B, the majority of those municipalities have very little farmland valuation. Many of the urban municipalities that have granted farm ratio reductions have a much higher commercial and industrial base and farmland makes up a much lower percentage of their assessment base than Wellington County.

Many of the other Counties and rural municipalities that have granted ratio reductions (Brant, Chatham-Kent, Dufferin, Grey, Lambton and Oxford) are located further away from the GTA. These municipalities generally have lower residential assessment values and are not competing with GTA municipalities for business to the same extent as Wellington County.

Property Taxes as a Percentage of Income

- OMAFRA reported that in 2018, Wellington County farmers generated \$804,000,000 of revenue at the farm gate. The table below shows farm property taxes as a percentage of farm income to be 1.49%. Average household income in Wellington County for the same period was \$118,474. Average property tax as a percentage of residential income was significantly higher at 4.02%.

<u>Average Farm and Residential Assessment and Taxation</u>	<u>2018</u>
County average residential value	409,368
Total average property taxes *	4,764
Average income	118,474
Portion of residential income devoted to property taxes	4.02%
Total farm taxes paid in Wellington County *	11,971,488
County farmers income **	804,000,000
Portion of farm income devoted to property taxes	1.49%

* total taxes include County, local and Education

Closing Comments

Farmland values have been increasing significantly in the County of Wellington, much like other areas of the province. However, there does not appear to be an imbalance in the level of property tax burden shared by the local farming community in comparison to the average residential taxpayer in Wellington County. Under current legislation, farmland benefits from favourable property tax and assessment treatment.

The County’s current assessment base cannot bear a further shift from farmland taxes onto other property types and maintain its economic competitiveness. Wellington County does not have a comparable commercial and industrial assessment base to neighbouring urban municipalities that would support such a shift without significantly burdening our residential and business class owners. Provincial grants such as the Ontario Municipal Partnership Fund, which were originally setup to compensate rural municipalities for the loss in farm taxes has been declining, leaving Wellington County taxpayers to support the industry without adequate province-wide cost sharing.

Wellington County is supportive of its local farming community. We recognize the importance of the agricultural industry on the County and in the Province of Ontario. Wellington supports the farming communities’ interests in remaining economically competitive. The County is supportive of returning

the responsibility of funding the farm property class tax rebate programme back to the Province where it could be shared province-wide. Residents in urban municipalities, while retaining the benefits of cheap food and agricultural products, are not contributing financially to the economic competitiveness of the industry.

Recommendation:

That the Farm Property Class Tax Rate Programme report be received for information; and

That Wellington County support agricultural industry efforts in lobbying the Province to provide adequate funding to rural municipalities; and

That County Council pass a resolution in support of returning the responsibility of administering the Farm Property Class Tax Rate Programme back to the Province.

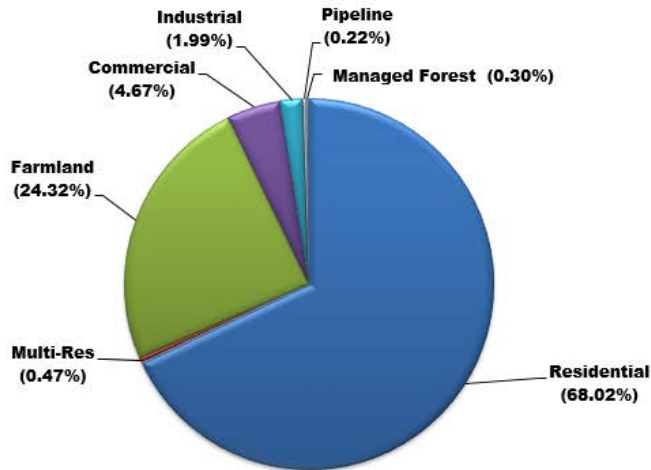
Respectfully submitted,



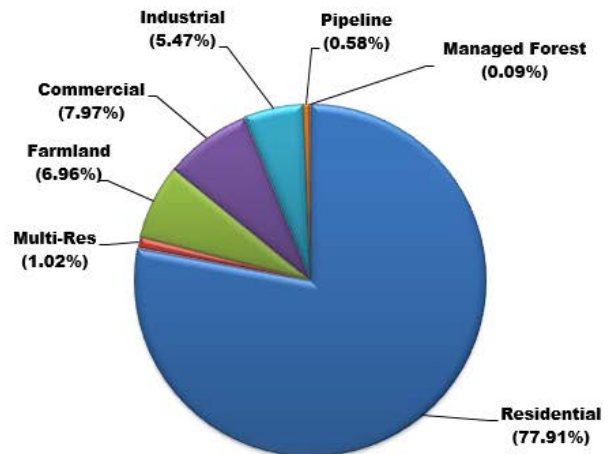
Ken DeHart, CPA, CGA
County Treasurer

SCHEDULE A Farm Property Class Tax Rate Programme

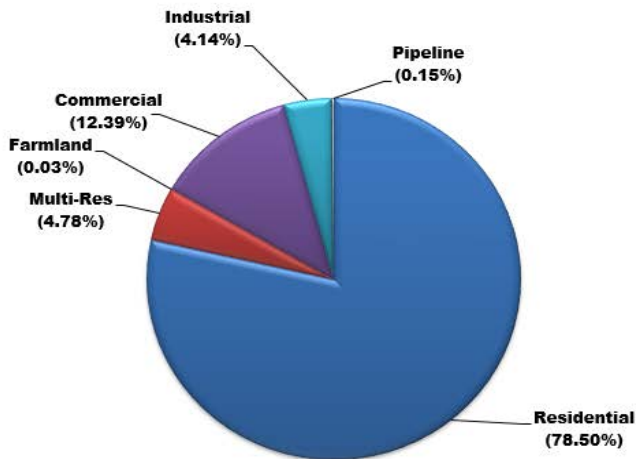
**Unweighted Assessment by Property Tax Class 2019
(Share of Property Value - Wellington - Rural)**



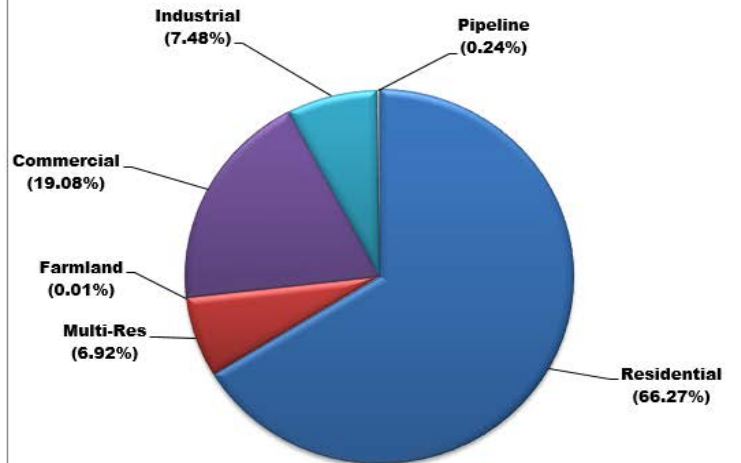
**Weighted Assessment by Property Tax Class 2019
(Share of Property Taxes - Wellington - Rural)**



**Unweighted Assessment by Property Tax Class 2019
(Share of Property Value - Urban)**



**Weighted Assessment by Property Tax Class 2019
(Share of Property Taxes - Urban)**



SCHEDULE B

Farm Property Class Tax Rate Programme

Municipalities with Farmland Ratio Reductions Implemented - 2019

Municipality *	Ratio	Farmland CVA **
Brant County	0.2400	1,319,886,818
Caledon	0.1708	998,099,123
Chathan-Kent	0.2200	5,281,633,220
Dufferin County	0.2300	1,174,945,084
Durham Region	0.2000	2,416,491,305
Greater Sudbury	0.2000	30,618,833
Grey County	0.2400	2,659,127,624
Halton Region	0.2000	971,078,709
Hamilton	0.1767	1,390,781,027
Kingston	0.2125	81,575,403
Lambton County	0.2260	4,794,630,528
London	0.1028	425,488,846
North Bay	0.1500	605,465
Ottawa	0.2000	1,561,813,865
Oxford County	0.2350	5,665,102,027
Prince Edward County	0.2319	401,646,726
Sarnia	0.2260	181,579,114
<hr/>		
Average Ratio & CVA	0.2036	1,726,770,807
<hr/>		
Wellington County	0.2500	4,464,961,956

* 2019 BMA Study Report - participating municipalities

** from MPAC Provincial Market Change Profile Report



Enbridge Gas Inc.
603 Kumpf Drive
Waterloo, Ontario
N2J 4A4

February 20, 2020

Mayor Gregg Davidson
Township of Mapleton
7275 Side Rd 16
Drayton, ON
N0G 1P0

Dear Mayor Davidson and Members of Council,

Re: Natural Gas Expansion Program Update

In December 2019, the Government of Ontario announced its plans to further increase access to natural gas by making financial support available for new expansion projects. The Government's Natural Gas Expansion Program offers an opportunity to drive economic development and enhance the quality of life and prosperity of families and businesses across Ontario. As your Regional Director for Enbridge Gas Inc., I'm writing to provide an update on next steps, and how we can work together to bring natural gas to unserved communities in Ontario.

Enbridge Gas will submit project proposals to the Ontario Energy Board (OEB) based on Guidelines that are currently under development. The OEB will review project submissions and provide a report to the Ministry of Energy, Northern Development and Mines later this year recommending potential natural gas expansion projects that the Ontario government could consider as candidates for financial support. The Ministry of Energy, Northern Development and Mines will review the recommendations of the OEB along with other considerations and issue a decision on future natural gas expansion projects eligible to receive financial support.

Your municipality may have a project that you would like to submit for funding consideration. Based on Guidelines expected to be issued by the OEB, submissions will require certain information in order to be considered for funding. A summary of the expected filing requirements is included with this letter. If you would like to move a project within your community forward for consideration by the OEB, we ask that you provide a letter of support returned to us within 10-15 business days of receiving this letter. A sample letter of support is also included for your consideration.

For more than 170 years, Enbridge Gas has been delivering the energy that Ontarians need and want. With our long history, anchored in our commitment to operational excellence and strong safety performance, Enbridge Gas is in the best position to bring natural gas to currently unserved areas. We have a number of expansion projects underway, and we are committed to building on this success. If you have any questions, please do not hesitate to contact me or your Municipal Advisor, Brian Lennie, at brian.lennie@enbridge.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Murray Costello', written over a light blue horizontal line.

Murray Costello, P.Eng.
Director, Southeast Operations
Enbridge Gas Inc.
519-885-7425
murray.costello@enbridge.com

Nicole Fernandes, P.Eng.
Operations Manager
Enbridge Gas Inc.



Natural Gas Expansion Program – Anticipated Submission Requirements

The province is helping expand natural gas access to more communities in Ontario through its Natural Gas Expansion Program. The Ontario Energy Board (OEB) has been directed to examine and report back to the Ministry of Energy, Northern Development and Mines on potential natural gas expansion projects to assist the provincial government in determining which future expansion projects will receive government funding.

Enbridge Gas Inc. will submit project proposals to the OEB based on the OEB's Guidelines, which are currently under development. Based on the draft Guidelines issued by the OEB (EB-209-0255), Enbridge Gas Inc. anticipates it will be required to include letters from the Band Council(s) and/or local government, as applicable, stating support for proposed projects and providing details of any commitment to financial support.

Although Enbridge Gas Inc. is not currently aware of any requirement for municipal financial contributions to qualify for grant funding under the Natural Gas Expansion Program, the Company believes that a municipality's contribution toward project costs (e.g., equivalent to the municipal portion of property taxes recovered on the new infrastructure being built for a period of 10 years) would demonstrate the community's support for the proposed project. How this contribution is made is up to the discretion of the municipality or First Nation in consultation with Enbridge Gas Inc.

Note: To support project economics, councils should understand that Enbridge Gas Inc. will apply a 23 cent/m³ System Expansion Surcharge to all customers connected through the proposed project for a defined period of time of up to 40 years as a contribution toward recovery of the cost of the proposed project.

For Enbridge Gas Inc. to complete its submission to the OEB, we will be looking to gather the following information for proposed projects and may be seeking the municipality's assistance:

1) Map of desired service area, including:

- a. Residential dwellings within the potential service area
- b. Commercial dwellings within the potential service area
- c. Industrial properties (excluding farms) within the potential service area
- d. Farms and agri-businesses (grain elevators, feed manufacturing, etc.) within the potential service area
- e. Institutional buildings (municipal facilities, schools, hospitals, etc.) within the potential service area

2) Information regarding the primary heating source in your community, including:

- a. Number of properties currently heated using electric baseboard
- b. Number of properties currently heated using electric forced air
- c. Number of properties currently heated with propane
- d. Number of properties currently heated with oil
- e. Number of properties currently heated with wood

Project submission requirements have not yet been finalized by the OEB. We will notify municipalities if additional information is required for purposes of our submission to the OEB.

Please send your information to your municipal advisor or savewithgas@enbridge.com.

February 2020

Dear *REGIONAL DIRECTOR*,

Re: Expression of Support for Natural Gas Expansion to *MUNICIPALITY/PROJECT NAME*

In December 2019, the Government of Ontario announced plans to further increase access to natural gas by making financial support available for new service expansion projects. This Natural Gas Expansion Program will unlock financial support needed to expand natural gas service to new areas across Ontario that are not economically feasible without support. Our municipality is one such area, and we are eager to bring this affordable, reliable fuel source to our residents and businesses.

On behalf of *MUNICIPALITY*, I would like to formally express our interest to have *PROJECT NAME* included on Enbridge Gas' list of projects being proposed to the Ontario Energy Board (OEB) for consideration for financial support through the Natural Gas Expansion Program.

Based on the draft Guidelines issued by the OEB (EB-2019-0255), we are aware that Enbridge Gas Inc. may be required to include support for the proposed project from Band Council(s) and/or local government, as applicable, demonstrated through a written expression of support and/or a commitment to financial support in its project submissions.

Natural gas is the most common, affordable heating fuel in Ontario. We fully support the efforts of Enbridge Gas Inc., the OEB and the Ministry of Energy, Northern Development and Mines. We look forward to working together to expand natural gas access in our community to attract new opportunities, help create jobs and lower monthly costs for our residents.

Sincerely,

Name

Title

Municipality Name

Contact Information



WELLINGTON FEDERATION OF AGRICULTURE

Janet Harrop
President

7764 Nichol SR 5 RR1 Fergus ON
N1M 2W3
519-820-9293
ijharrop@hsfx.ca

www.wfofa.on.ca

Lisa Hern

Secretary-Treasurer
RR 2 Kenilworth ON
N0G 2E0
519-848-3774
wellington@ofa.on.ca

February 5, 2020

Dear Mayor and Council,

RE: Bill 156, *Security from Trespass and Protecting Food Safety Act*

The Wellington Federation of Agriculture (WFA) represents the voice of agriculture of our over 1400 members in the County of Wellington, and advocates on behalf of our farm family members. Along with our Commodity partners in Wellington County and the Ontario Federation of Agriculture (OFA), WFA is committed to a sustainable and profitable future for farm families.

Ontario farms have increasingly come under threat of unwanted trespassers and activists who are illegally entering property, barns and buildings, seizing private property and threatening the health and safety of the farm, employees, livestock and crops.

On December 2nd, 2019, the provincial government introduced Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*. The bill is intended to protect Ontario farm animals, farms, farmers and their families, and the safety of the entire food supply by addressing the ongoing threat of unwanted trespassing and from unauthorized interactions with farm animals. The risks of these actions include exposing farm animals to stress and potential diseases, as well as the introducing contaminants into the food supply.

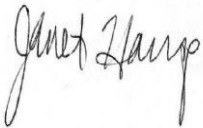
WFA appreciates the support from the provincial government for taking a strong stance to protect our farms and food safety, and introducing more significant consequences for illegal trespassing activities.

WFA is calling on all municipal councils in the province to reassure their citizens that the safety of Ontario farm animals, farmers and farm families, and the safety of the entire food system matters. We respectfully ask that your council show your support for Bill 156 by sending the following letter (see below and attached) to Ontario's Minister of Agriculture, Food and Rural Affairs, the Honourable Ernie Hardeman.

If you have already indicated to Minister Hardeman your support for Bill 156, we thank you for your initiative!

Thank you for showing your support for stronger legislation to protect Ontario farms, animals, and food from intruders.

Respectfully,

A handwritten signature in cursive script that reads "Janet Harrop".

Janet Harrop,
President

Sample letter to Minister Hardeman:

Hon. Ernie Hardeman

Minister of Agriculture, Food & Rural Affairs

77 Grenville Street, 11th Floor

Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. *Bill 156: Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario Agriculture should be the highest priority.

Sincerely,

SIGNATURE

cc. Wellington Federation of Agriculture



COUNTY OF WELLINGTON

KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
F 519.837.1909
E kimc@wellington.ca

74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

February 28, 2020

Sent via email: kokane@centrewellington.ca
gschwendinger@puslinch.ca
bschellenberger@mapleton.ca
aknight@get.on.ca
lisa.campion@erin.ca
annilene@town.minto.on.ca
kwallace@wellington-north.com

Dear Member Municipality Clerks,

At its meeting held February 27, 2020, Wellington County Council approved the following recommendation from the Roads Committee:

That the Roads Committee endorse a policy of allowing "Turtle Crossing" signs on County Roads at a maximum of two locations per municipality; and

That the signage locations be determined by the local municipality; and

That the cost of sign production and installation be covered by fundraising within the local municipality; and

That the installation of the signs be done by County staff; and

That the number of signs per location be limited to two.

Should you have any questions please contact Don Kudo, County Engineer at donk@wellington.ca or at 519.837.2600 ext. 2280.

Sincerely,

A handwritten signature in black ink that reads "Kim Courts".

Kim Courts
Deputy Clerk



Wellington County WELL PROGRAM



Upgrading your well or decommissioning an unused well can protect and improve your drinking water by preventing contaminants from reaching the groundwater and your water supply.

Please note all work must be done by a licensed well contractor. Farm applicants must have an Environmental Farm Plan.

PROJECT

GRANT RATE

Upgrading wells	80%, maximum of \$1,000 - \$2,000
Decommissioning unused wells	100%, maximum of \$1,500 - \$2,500



FOR INFO OR TO APPLY:

Contact your local conservation authority (see reverse), email ruralwater@grandriver.ca, or call 519-621-2761.

Funds are provided by Wellington County and administered by the Grand River Conservation Authority. For more information or to apply for funding: Contact your local conservation authority, email ruralwater@grandriver.ca or call 519-621-2761.

Grand River Conservation Authority
519-621-2761
ruralwater@grandriver.ca

Maitland Valley Conservation Authority
519-335-3557 x236
maitland@mvca.on.ca

Saugeen Conservation
519-367-3040 x235
j.harbinson@svca.on.ca

Credit Valley Conservation
1-800-668-5557 x720
mark.eastman@cvc.ca

Hamilton Conservation Authority
905-525-2181
nature@conservationhamilton.ca

Conservation Halton
905-336-1158 x2263
stewardship@hrca.on.ca

Other available grants

Technical and financial assistance may also available for tree planting and other best management practices that you can implement on your farm or rural property (>2.5 acres).



**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

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



234-2020-177

February 6, 2020

Dear Head of Council:

As you know, the Greater Golden Horseshoe is a critical economic driver in the province and one of the fastest growing regions in North America. By 2041, the region is expected to accommodate approximately 13.5 million people and 6.3 million jobs.

To help accommodate this anticipated growth over the coming decades, our government released A Place to Grow: Growth Plan for the Greater Golden Horseshoe (A Place to Grow) in May 2019. This new Plan will help manage growth so communities in the region can develop in ways that expand economic opportunities, build more housing, attract investments and create jobs all while maintaining protections for our cultural heritage assets, key employment and agricultural lands and environmentally sensitive areas, including the Greenbelt.

A key part of the successful implementation of A Place to Grow is understanding the future population and employment trends in order to put in place the housing and reliable employment we will need as the region grows. The population and employment forecasts in Schedule 3 of A Place to Grow are established at the upper-and single-tier municipal level and are central to stable, coordinated long-term growth management across the region. They help municipalities assess, plan for and integrate housing, infrastructure, economic, environmental and land needs to support future growth.

As a fundamental component of the A Place to Grow framework, it is imperative that the forecasts be accurate and up-to-date to incorporate the best available data and reflect changes to the region's economy, housing supply and employment landscapes.

With that said, I am pleased to announce that the Ministry of Municipal Affairs and Housing (MMAH) has initiated a review and update of the Schedule 3 forecasts. To assist with this undertaking, MMAH has procured the services of Hemson Consulting.

As part of this work, the Ministry will be consulting with municipalities and key stakeholders through a series of advisory groups and technical workshops to provide insight on forecast-related issues, including potential revisions to the forecast methodology and an appropriate timing structure for updated forecasts to take effect.

The Ministry is working to complete this review no later than summer 2020.

If you have questions about the review and update of the forecasts, please feel free to contact Cordelia Clarke Julien, Assistant Deputy Minister, Ontario Growth Secretariat, Ministry of Municipal Affairs and Housing at cordelia.clarkejulien@ontario.ca.

I look forward to continuing to work together in the months ahead.

Sincerely,



Steve Clark

Minister

c:

Chief Administrative Officer

Kate Manson-Smith

Deputy Minister

Ministry of Municipal Affairs and Housing

Cordelia Clarke Julien

Assistant Deputy Minister

Ontario Growth Secretariat

Ministry of Municipal Affairs and Housing

Ministry of the Solicitor General

Office of the Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère du Solliciteur général

Bureau du commissaire des incendies
et de la gestion des situations
d'urgence

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143



February 15, 2020

Your Worship Gregg Davidson
Township of Mapleton
Box 160
Drayton, ON N0G1P0

Dear Mayor:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and has determined that your municipality was compliant with the EMCPA in 2019.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2019. I look forward to continuing to work with you to ensure your continued compliance in 2020.

If you have any questions or concerns about this letter, please contact your Emergency Management Field Officer; their contact information is below.

Name: DrewMaddison
Email: Drew.Maddison@ontario.ca
Phone: 519-495-9995

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Browne", written over a horizontal line.

Douglas Browne
Chief of Emergency Management

cc: Linda Dickson - CEMC
Drew Maddison - Field Officer - Bruce Sector

Dear Ontario Heads of Council and Clerks,

The Ministry of Natural Resources and Forestry recognizes the critical role Ontario's municipalities play in the lives of Ontarians. We value our strong collaborative partnership with municipalities and the associations that represent their interests.

We want to advise you that the Ministry of Natural Resources and Forestry is proposing changes to the way extraction of aggregate resources are regulated in Ontario, and we are inviting your input on the changes proposed.

The Ministry has gathered perspectives from, industry, municipalities, Indigenous communities, members of the public, and other stakeholders. These proposed changes promote economic growth within the aggregate industry while also maintaining strong protection of the environment and addressing community impacts.

The key areas being proposed for change are summarized below for your convenience. However, we would encourage you to read the details of the proposed regulatory changes which can be found on the Environmental Registry notice# **019-1303** *Proposed amendments to Ontario Regulation 244/97 and the Aggregate Resources of Ontario Provincial Standards under the ARA* located [here](#).

The posting notice can also be viewed by searching for notice#**019-1303** at the following web link: www.ero.ontario.ca

We encourage you to provide feedback through the Environmental Registry process.

If you have any questions about the proposed changes, please call Rebecca Zeran at (705) 749-8422.

Kind Regards,

Jennifer Keyes
Director, Natural Resources Conservation Policy Branch
Ministry of Natural Resources and Forestry

Proposed regulatory changes include:

For new pits and quarries:

- enhancing the information required to be included in summary statements and technical reports at the time of application
- improving flexibility in how some standard site plan requirements can be implemented and modernizing how site plans are created
- creating better consistency of site plan requirements between private and Crown land and better alignment with other policy frameworks
- updating the list of qualified professionals who can prepare Class A site plans

- updating the required conditions that must be attached to a newly issued licence or permit
- adjusting notification and consultation timeframes for new pit and quarry applications
- changing and clarifying some aspects of the required notification process for new applications
- updating the objection process to clarify the process
- updating which agencies are to be circulated new pit and quarry applications for comment

For existing pits and quarries:

- making some requirements related to dust and blasting apply to all existing and new pits and quarries (requirements which were previously only applied to new applications)
- updating and enhancing some operating requirements that apply to all pits and quarries, including new requirements related to dust management and storage of recycled aggregate materials
- providing consistency on compliance reporting requirements, while reducing burdens for inactive sites
- enhancing reporting on rehabilitation by requiring more context and detail on where, when and how rehabilitation is or has been undertaken
- clarifying application requirements for site plan amendments
- outlining requirements for amendment applications to expand an existing site into an adjacent road allowance
- outlining requirements for amendment applications to expand an existing site below the water table
- setting out eligibility criteria and requirements to allow operators to self-file changes to existing site plans for some routine activities without requiring approval from the ministry (subject to conditions set out in regulation)

Allowing minor extraction for personal or farm use:

- outlining eligibility and operating requirements in order for some excavation activities to be exempted from needing a licence (i.e., if rules set in regulation are followed). This would only be for personal use (max. of 300 cubic meters) or farm use (max. 1,000 cubic meters)

Ministry of Infrastructure

Office of the Minister

5th Floor, 777 Bay Street
Toronto, Ontario M7A 2E1
Telephone: 416-314-0998

Ministère de l'Infrastructure

Bureau du ministre

777, rue Bay, 5^e étage
Toronto (Ontario) M7A 2E1
Téléphone: 416 314-0998



MAR 02 2020

His Worship Gregg Davidson
Mayor
Township of Mapleton
g davidson@mapleton.ca

Dear Mayor Davidson:

On behalf of the Ministry of Infrastructure, I would like to thank you for attending the 2020 Rural Ontario Municipal Association Annual Conference in Toronto. I appreciate you taking the time to meet with my Parliamentary Assistant Stephen Crawford, and I regret that I wasn't able to meet with you and your delegation personally.

I understand that you provided an update on your community's water and wastewater expansion efforts. Thank you for sharing details of your progress to date.

Thank you again for meeting with my staff. I look forward to continuing to work with you in the future.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Scott".

The Honourable Laurie Scott
Minister of Infrastructure



February 10, 2020

Hon. Ernie Hardeman
Minister of Agriculture, Food & Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. *Bill 156: Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario Agriculture should be the highest priority.

Sincerely,

Dan Yake
Acting Mayor

cc: Wellington Federation of Agriculture (via email)



February 13, 2020

To:

The Honourable Doug Ford, Premier of Ontario,
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs,
The Honourable Steve Clark, Minister of Municipal Affairs and Housing,
Andrea Horwath, Leader of the New Democratic Party of Ontario,
John Fraser, Interim Leader of the Liberal Party of Ontario,
Mike Schreiner, Leader of the Green Party of Ontario,
Monte McNaughton, MPP, Middlesex-Kent;
Association of Municipalities of Ontario; and
Ontario municipalities

RE: Southwest Middlesex Resolution regarding Government Bill 156

Please be advised that at its February 12, 2020 meeting, the Council of the Municipality of Southwest Middlesex passed the following resolution regarding Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*:

Moved by Councillor McGill
Seconded by Councillor Cowell

Whereas the Provincial Government of Ontario is considering Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas Bill 156 is intended to protect farms, farm operations, and food safety and security by addressing unwanted trespassing; and

Whereas Ontario farmers are increasingly under threat of unwanted trespassers who are illegally entering property, barns and buildings, and safety of drivers of motor vehicles transporting farm animals which threatens the health and safety of the farm, employees, livestock and crops; and

Whereas additional protection for the agri-food industry to protect the security of the food chain, the farm owners, family and employees is the purpose of the *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas unwanted trespassing occurs on all types of farm operations, including grain farmers, which has the potential to impact the safety and security of people and the food chain;

Now Therefore Be It Resolved That the Municipality of Southwest Middlesex supports the intent of Bill 156 and requests that the Province of Ontario expanding Bill 156 to identify and include protections against trespass for grain farm operations; and

That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Andrea Horwath, Leader of the New Democratic Party of Ontario, John Fraser, Interim Leader of the Liberal Party of Ontario, Mike Schreiner, Leader of the Green Party of Ontario, and Monte McNaughton, MPP, Middlesex-Kent; and

That a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), and Ontario municipalities.

Carried



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

322 Main Street South P.O. Box 759

Exeter Ontario

N0M 1S6

Phone: 519-235-0310 Fax: 519-235-3304

Toll Free: 1-877-204-0747

July 25, 2019

The Honourable Doug Downey, Attorney General of Ontario
Ministry of the Attorney General
720 Bay Street
11th Floor
Toronto, ON M7A 2S9

Dear Honourable Sir:

The following resolution was passed by the Council of the Corporation of the Municipality of South Huron at the Regular Council meeting on July 15, 2019;

Motion: 382-2019
Moved: J. Dietrich
Seconded: T. Oke

That South Huron Council support the Township of Warwick resolution regarding Enforcement for Safety on Family Farms as follows:

Whereas agriculture is the second largest industry in Ontario, contributing \$13.7 billion annually to Ontario's GDP and is essential for putting food on the tables of millions of people here and around the world; and

Whereas in recent months there has been a steady increase in harassment of farmers and livestock transporters by activists opposed to animal agriculture and the consumption of animals; and

Whereas the protests have become blatantly illegal in nature with extremist groups trespassing onto private property, unlawfully entering into buildings and removing animals without fear of prosecution and even promoting and publishing their crimes on social media; and

Where maintaining proper biosecurity is essential to ensure the health and well-being of the animals cared for on these agricultural operations; and

Whereas the recent attacks on farmers homes and businesses have resulted in no criminal charges laid, leaving farmers feeling unprotected by the Ontario legal system and afraid for the welfare of themselves, their families, their employees and the animals they care for;

Now therefore be it resolved that the Council for the Corporation of the Municipality of South Huron requests that Hon. Doug Downey work with his fellow MPP's and agricultural leaders to find a better way forward to ensure stronger enforcement of existing laws - or new legislation- to ensure the safety of Ontario's farm families, employees and animals; and

Be it further resolved that this motion be circulated to Hon. Doug Downey, Ministry of the Attorney General, Hon. Doug Ford, Premier of Ontario, Hon. Sylvia Jones, Solicitor General and Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs and all municipalities in the Province of Ontario, AMO and ROMA.

Disposition: Carried

Yours truly,



Rebekah Msuya-Collison
Director of Legislative Services/Clerk
Municipality of South Huron

- cc. The Honourable Doug Ford, Premier of Ontario
The Honourable Sylvia Jones, Solicitor General
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
All Ontario Municipalities
Association of Municipalities of Ontario (AMO)
Rural Ontario Municipal Association (ROMA)

From: Eowyn Spencer <espencer@grandriver.ca>
Sent: February 28, 2020 12:11 PM
Subject: Municipal Levy & Budget 2020 - Grand River Conservation Authority

Good afternoon Grand River watershed member municipality:

By letter dated January 27, 2020 you were advised that a meeting of the General Membership of the Grand River Conservation Authority would be held on February 28, 2020 to consider the 2020 Budget and General Levy. At that meeting, the following resolution was passed:

THAT the 2020 Budget of Grand River Conservation Authority of \$35,978,475 be approved;

AND THAT the member municipalities be assessed for payment of:

Matching Levy: \$449,688

Non-Matching Levy: \$10,527,312

Capital Levy: \$950,000

Total General Levy: \$11,927,000

AND THAT each member municipality's share of the 2019 General Levy be calculated using "Modified Current Value Assessment".

Attached are a summary of the 2020 municipal levies and the complete 2020 GRCA budget package. A hard copy of the 2020 budget package or a printable PDF **is available upon request.**

Please contact [Karen Armstrong](#), Deputy CAO & Secretary Treasurer, or [Sonja Radoja](#), Manager of Corporate Services, if you have any questions.

On behalf of
Karen Armstrong
Deputy CAO & Secretary-Treasurer

Eowyn Spencer
Executive Assistant | Grand River Conservation Authority

400 Clyde Road, P.O. Box 729, Cambridge ON N1R 5W6
519-621-2763, ext. 2200
www.grandriver.ca

Grand River Conservation Authority Summary of Municipal Levy - 2020 Budget

February 28th, 2020

	% CVA in Watershed	2019 CVA (Modified)	CVA in Watershed	CVA-Based Apportionment	2020 Budget Matching & Maintenance Levy	2020 Budget Admin Non Matching Admin & Maintenance Levy	2020 Budget Capital Maintenance*	2020 Budget Total Levy	Actual 2019 Levy	% Change
Brant County	82.9%	6,445,704,057	5,343,488,664	2.80%	12,575	294,381	26,565	333,521	320,200	4.2%
Brantford City	100.0%	14,094,801,844	14,094,801,844	7.38%	33,169	776,505	70,073	879,747	859,526	2.4%
Amaranth Twp	82.0%	741,173,956	607,762,644	0.32%	1,430	33,483	3,022	37,935	36,818	3.0%
East Garafraxa Twp	80.0%	567,538,838	454,031,070	0.24%	1,068	25,013	2,257	28,338	27,694	2.3%
Town of Grand Valley	100.0%	508,048,182	508,048,182	0.27%	1,196	27,989	2,526	31,711	27,840	13.9%
Melancthon Twp	56.0%	548,535,978	307,180,148	0.16%	723	16,923	1,527	19,173	18,422	4.1%
Southgate Twp	6.0%	940,585,890	56,435,153	0.03%	133	3,109	281	3,523	3,437	2.5%
Haldimand County	41.0%	6,660,920,536	2,730,977,420	1.43%	6,427	150,454	13,577	170,458	166,879	2.1%
Norfolk County	5.0%	9,136,313,363	456,815,668	0.24%	1,075	25,167	2,271	28,513	27,947	2.0%
Halton Region	10.4%	43,072,861,004	4,486,635,761	2.35%	10,558	247,176	22,306	280,040	267,286	4.8%
Hamilton City	26.8%	88,141,299,524	23,577,797,623	12.34%	55,486	1,298,938	117,218	1,471,642	1,425,840	3.2%
Oxford County	37.5%	4,100,166,131	1,537,219,499	0.80%	3,618	84,688	7,642	95,948	92,876	3.3%
North Perth Twp	2.0%	2,050,788,963	41,015,779	0.02%	97	2,260	204	2,561	2,480	3.3%
Perth East Twp	40.0%	1,903,923,454	761,569,382	0.40%	1,792	41,956	3,786	47,534	45,247	5.1%
Waterloo Region	100.0%	97,165,516,725	97,165,516,725	50.85%	228,659	5,353,001	483,059	6,064,723	5,947,653	2.0%
Centre Wellington Twp	100.0%	4,825,004,290	4,825,004,290	2.53%	11,355	265,817	23,988	301,160	291,250	3.4%
Erin Twp	49.0%	2,434,448,511	1,192,879,770	0.62%	2,807	65,718	5,930	74,455	73,721	1.0%
Guelph City	100.0%	25,990,473,570	25,990,473,570	13.60%	61,164	1,431,856	129,213	1,622,233	1,576,986	2.9%
Guelph Eramosa Twp	100.0%	2,677,794,567	2,677,794,567	1.40%	6,302	147,524	13,313	167,139	163,892	2.0%
Mapleton Twp	95.0%	1,648,728,333	1,566,291,917	0.82%	3,686	86,289	7,787	97,762	94,062	3.9%
Wellington North Twp	51.0%	1,616,042,908	824,181,883	0.43%	1,940	45,405	4,097	51,442	50,151	2.6%
Puslinch Twp	75.0%	2,508,795,384	1,881,596,538	0.98%	4,428	103,660	9,354	117,442	115,793	1.4%
Total		317,779,466,008	191,087,518,099	100.00%	449,688	10,527,312	950,000	11,927,000	11,636,000	2.5%

*Capital Maintenance Levy represents levy allocated to maintenance of capital infrastructure, studies, and/or equipment.



2020 BUDGET

February 28, 2020

Grand River Conservation Authority

2020 Budget

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GRCA 2020 Budget Highlights

The Grand River Conservation Authority is a successful partnership of municipalities, working together to promote and undertake wise management of the water and natural resources of the Grand River watershed.

The Grand River stretches 300 kilometres from Dundalk in Dufferin County to Port Maitland on Lake Erie. It takes in one of the fastest growing regions in the province, with a population of approximately 1,000,000. The Grand River watershed is also home to some of the most intensively farmed land in the nation.

The prospect of high growth and the impact on water and natural resources and the quality of life present an enormous challenge to the GRCA, municipalities and all watershed residents. It creates an urgent need to work co-operatively to care wisely for the Grand River and its resources.

The work of the GRCA is divided into seven business areas:

- Reducing flood damages
- Improving water quality
- Maintaining reliable water supply
- Protecting natural areas and biodiversity
- Watershed planning
- Environmental education
- Outdoor recreation

In order to carry out these functions, the GRCA draws revenues from a variety of sources:

- User fees, such as park admissions, nature centre programs, planning fees and others which are set to offset most, if not all, the cost of these services
- Revenues from property rentals and hydro generation at our dams
- Municipal levies, which are applied primarily to watershed management programs
- Municipal grants dedicated to specific programs, such as the Rural Water Quality Program and Water Quality Monitoring
- Provincial transfer payments for water management operating expenses
- Provincial grants for specific purposes, such as studies on Source Water Protection and Capital Projects related to water management
- Donations from the Grand River Conservation Foundation for programs such as outdoor education, tree nursery operations and various special projects
- Federal grants and other miscellaneous sources of revenue

The GRCA continues to work on the updates and implementation of a Drinking Water Source Protection Plan for each of the four watersheds in the Lake Erie Source Protection Region, including the Grand River watershed, as part of the provincial Source Protection Program under the *Clean Water Act, 2006*. Besides supporting municipalities and other agencies in implementing the plans, the focus in 2020 continues on completing updates to the Grand River Source Protection Plan, including development of water quantity policies, updating water quality vulnerability assessments, and the development of the annual progress report for the Grand River Source Protection Plan.

In April 2018 the GRCA received approval from the Ministry of Natural Resources and Forestry to use up to \$1.8 million from the Land Sale Reserve for hazard tree management over a three year period. This funding has allowed the GRCA to accelerate its program of tree risk management to ensure the health and safety of the public using GRCA lands. This program will continue through 2020 and 2021.

1. Watershed Management and Monitoring

Watershed management and monitoring programs protect watershed residents from flooding and provide the information required to develop appropriate resource management strategies and to identify priority actions to maintain a healthy watershed. Activities include operation of flood and erosion control structures such as dikes and dams; flood forecasting and warning; water quality monitoring; natural heritage restoration and rehabilitation projects; water quantity assessment; watershed and subwatershed studies.

Operating Expenditures:

Water Resources Planning and Environment	\$2,235,700	(Table 1)
Flood Forecasting and Warning	\$ 764,700	(Table 2)
Water Control Structures	\$1,749,700	(Table 3)

Capital Expenditures: **\$3,000,000** (Section B)

Total Expenditures: **\$7,750,100**

Revenue sources: Municipal levies, provincial grants and reserves

2. Planning

Program areas:

- a) Natural Hazard Regulations
The administration of conservation authority regulations related to development in the floodplain, and other natural hazards e.g. wetlands, slopes, shorelines and watercourses.
- b) Plan Input and Review
Planning and technical review of municipal planning documents and recommending environmental policies for floodplains, wetlands and other environmentally significant areas; providing advice and information to municipal councils on development proposals and severances; review of environmental assessments; and providing outside consulting services on a fee-for-service basis to other conservation authorities and agencies.

Operating Expenditures: **\$2,063,800** (Table 4)

Capital Expenditures: **NIL**

Revenue sources: Permit fees, enquiry fees, plan review fees, and municipal levy

3. Watershed stewardship

The watershed stewardship program provides information and/or assistance to private and public landowners and community groups on sound water and environmental practices that will enhance, restore or protect their properties. Some activities are reforestation/tree planting through the Burford Tree Nursery, the Rural Water Quality Program, restoration and rehabilitation projects. The program also, provides conservation information through workshops, publications, the web site and media contacts.

Operating Expenditures:

Forestry & Conservation Land Taxes	\$ 1,446,500 (Table 5)
Conservation Services	\$ 867,200 (Table 6)
Communications and Foundation	\$ 701,500 (Table 7)

Capital Expenditures: NIL

Total Expenditures: \$ 3,015,200

Revenue sources:

Municipal levies and grants, provincial grants, tree sales, landowner contributions, donations from the Grand River Conservation Foundation and other donations.

4. Conservation Land Management

This includes expenses and revenues associated with the acquisition and management of land owned or managed by the GRCA including woodlots, provincially significant wetlands (e.g. Luther Marsh, Dunnville Marsh), passive conservation areas, rail-trails and a number of rental properties. Activities include forest management, woodlot thinning, and hydro production at our dams.

Operating Expenditures:

Conservation Lands, Rentals, Misc	\$3,645,100 (Table 10-Conservation Lands)
Hydro Production	\$ 195,000 (Table 10-Hydro Production)

Capital Expenditures: NIL

Total Expenditures: \$3,840,100

Revenue sources:

Property rentals, hydro production, timber sales, conservation land income, donations from the Grand River Conservation Foundation

5. Education

The GRCA operates six nature centres, which provide curriculum-based programs to about 50,000 students from six school boards and independent schools throughout the watershed. In addition, about 16,000 members of the public attend day camps and weekend family and community events.

Operating Expenditures: **\$1,376,600** (Table 8)

Capital Expenditures: **NIL**

Revenue sources: School boards, nature centre user fees, community event fees, donations from the Grand River Conservation Foundation and municipal general levy.

6. Recreation

This includes the costs and revenues associated with operating the GRCA's 11 active conservation areas. The GRCA offers camping, hiking, fishing, swimming, skiing and other activities at its parks. It provides 2,500 campsites, making it the second-largest provider of camping accommodation in Ontario. About 1 million people visit GRCA parks each year. The parks are financially self-sufficient.

Operating Expenditures: **\$ 8,285,000** (Table 10)

Capital Expenditures: **\$ 2,150,000** (Section B)

Total Expenditures: **\$10,435,000**

Revenue sources:

Conservation Area user fees, government grants, reserves and donations.

7. Corporate services

This includes the cost of head office functions such as accounting and human resources, as well as the cost of facilities, insurance, consulting and legal fees and expenses relating to the General Membership.

Operating Expenditures: **\$3,503,388** (Table 9)

Capital Expenditures: **\$ 430,000** (Section B)

Total Expenditures: **\$3,933,388**

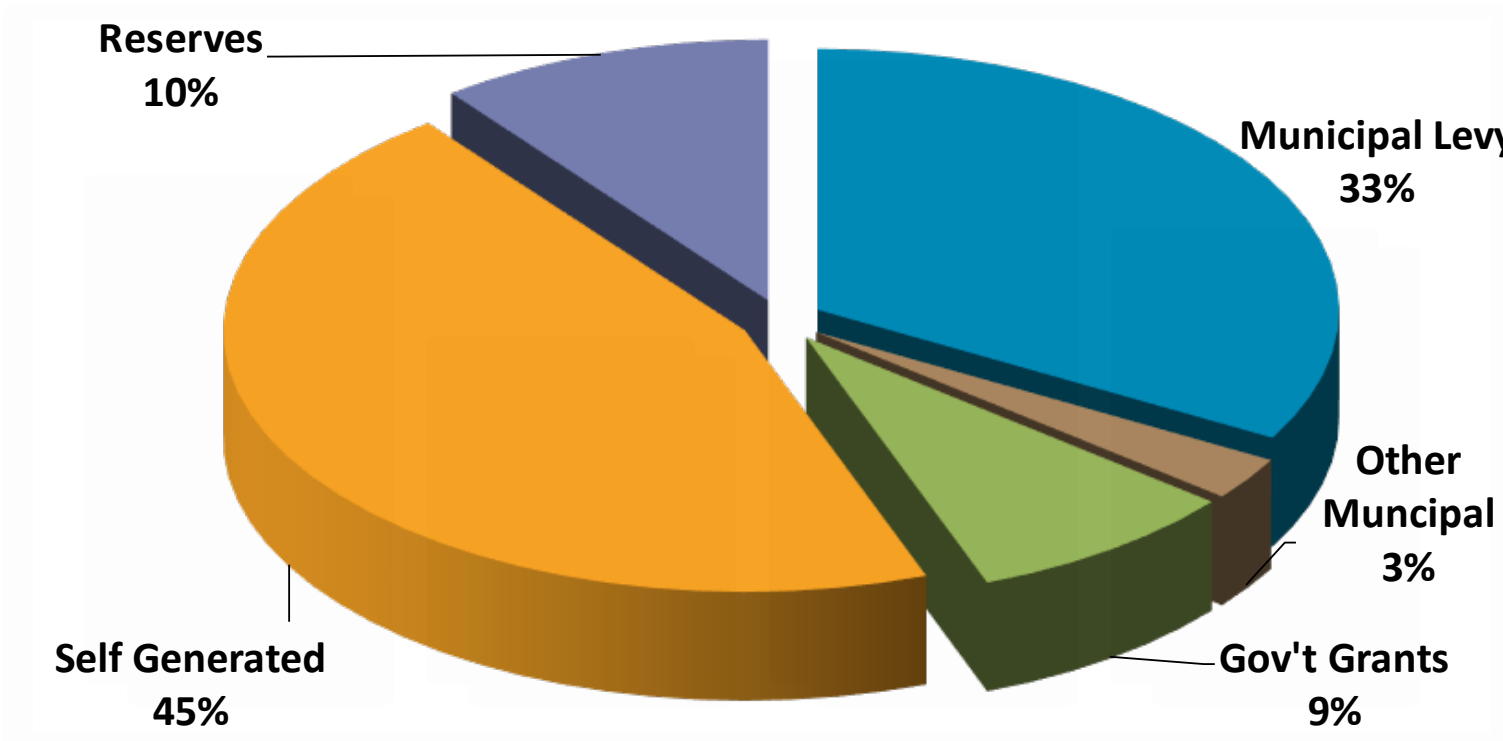
Revenue sources: Municipal levies and reserves.

BUDGET 2020 - Summary of Revenue and Expenditures

FUNDING		Actual 2019	Budget 2019	Budget 2020	Budget Incr/(decr)
Municipal General Levy Funding		11,636,000	11,636,000	11,927,000	291,000 2.50%
Other Government Grants		4,126,018	4,153,573	4,032,188	(121,385) -2.9%
Self-Generated Revenue		17,056,720	16,171,195	16,279,287	108,092 0.7%
Funding from Reserves		5,326,245	3,309,700	3,740,000	430,300 13.0%
TOTAL FUNDING		38,144,983	35,270,468	35,978,475	708,007 2.0%
EXPENDITURES		Actual 2019	Budget 2019	Budget 2020	Budget Incr/(decr)
Base Programs - Operating includes funding to reserves	SECTION A	27,637,633	27,051,768	26,996,475	(55,293) -0.20%
Base Programs - Capital	SECTION B	5,873,437	4,597,700	5,655,000	1,057,300 23.00%
Special Projects	SECTION C	4,256,626	3,621,000	3,327,000	(294,000) -8.1%
TOTAL EXPENDITURES		37,767,696	35,270,468	35,978,475	708,007 2.0%
NET RESULT		377,287	-	-	

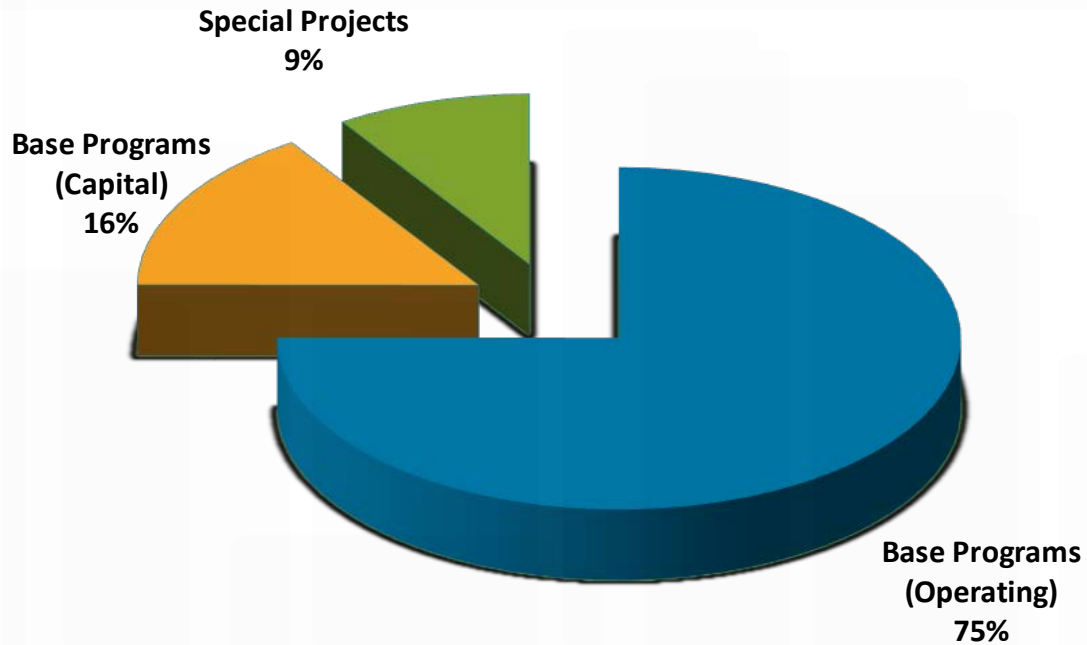
2020 Budget – Revenue by Source

Total 2020 Budget Revenue = \$36.0 Million (\$ 35.3 Million in 2019)

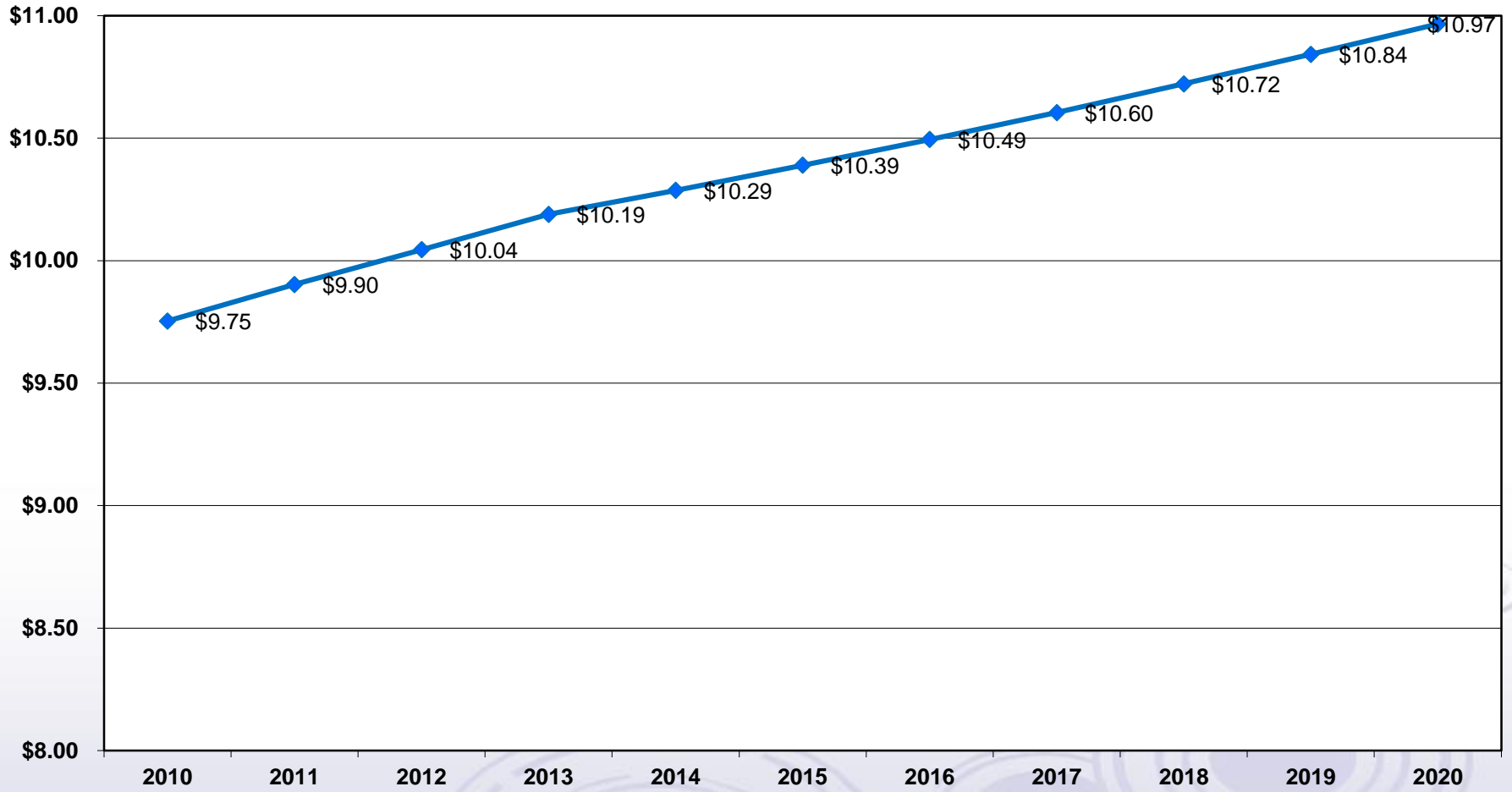


2020 Budget – Expenditures by Category

2020 Budget Expenditures = \$36.0 Million (\$ 35.3 Million in 2019)



Grand River Conservation Authority Per Capita General Levy (2010 to 2020)



GRAND RIVER CONSERVATION AUTHORITY

Budget 2020 - Summary of Expenditures, Funding and Change in Municipal Levy

		TABLE 1	TABLE 2	TABLE 3	TABLE 4	TABLE 5	TABLE 6	TABLE 7	TABLE 8	TABLE 9	TABLE 9	TABLE 10	TABLE 10	TABLE 10		
		Water Resources Planning & Environment	Flood Forecasting & Warning	Water Control Structures	Resource Planning	Forestry & Conservation Land Taxes	Conservation Services	Communications & Foundation	Environmental Education	Corporate Services	Surplus available to offset Municipal Levy Increase	Conservation Land and Rental Management and Misc	Hydro Production	Conservation Areas	TOTAL	
2020 OPERATING																
TOTAL EXPENSES	A	2,235,700	764,700	1,749,700	2,063,800	1,446,500	867,200	701,500	1,376,600	3,665,675		3,645,100	195,000	8,285,000	26,996,475	
TOTAL OTHER FUNDING	B	97,500	164,338	285,350	894,000	707,000	108,000	0	1,068,000	210,000		3,308,000	515,000	8,285,000	15,642,188	
"Other Programs" Surplus/(Loss)	B less A											(337,100)	320,000	-	(17,100)	
Loss to be offset with Surplus	C										17,100				(17,100)	
Surplus 2019 carried forward to 2020											(377,287)				377,287	
2020 Levy	A less B less C	2,138,200	600,362	1,464,350	1,169,800	739,500	759,200	701,500	308,600	3,455,675	(360,187)	0	0	0	10,977,000	
															0	
Levy Increase:																
2020 Levy		2,138,200	600,362	1,464,350	1,169,800	739,500	759,200	701,500	308,600	3,455,675	(360,187)				10,977,000	
2019 Levy		2,137,500	523,045	1,323,550	1,051,032	704,400	737,200	733,900	331,900	3,262,768	(219,295)				10,586,000	
Levy Increase over prior year		700	77,317	140,800	118,768	35,100	22,000	(32,400)	(23,300)	192,907	(140,892)	n/a	n/a	n/a	391,000	
2020 CAPITAL																
TOTAL EXPENSES	A	110,000	190,000	2,700,000						505,000				2,150,000	5,655,000	
TOTAL OTHER FUNDING	B	75,000	25,000	1,950,000						505,000				2,150,000	4,705,000	
2020 Levy	A less B	35,000	165,000	750,000						-				-	950,000	
Levy Increase:																
2020 Levy		35,000	165,000	750,000						-				-	950,000	
2019 Levy		60,000	190,000	800,000						-				-	1,050,000	
Levy Increase(decrease) over prior year		(25,000)	(25,000)	(50,000)						-				-	(100,000)	
2020 SPECIAL																
TOTAL EXPENSES	A	140,000	516,000	720,000		100,000	916,000		50,000					885,000	3,327,000	
TOTAL OTHER FUNDING	B	140,000	516,000	720,000		100,000	916,000		50,000					885,000	3,327,000	
2020 Levy	A less B	-	-	-		-	-		-					-	-	
															TOTAL EXPENSES	35,978,475
															TOTAL FUNDING	35,978,475
															NET RESULT	-

Grand River Conservation Authority Summary of Municipal Levy - 2020 Budget

February 28th, 2020

	% CVA in Watershed	2019 CVA (Modified)	CVA in Watershed	CVA-Based Apportionment	2020 Budget Matching & Maintenance Levy	2020 Budget Admin Non Matching Admin & Maintenance Levy	2020 Budget Capital Maintenance*	2020 Budget Total Levy	Actual 2019 Levy	% Change
Brant County	82.9%	6,445,704,057	5,343,488,664	2.80%	12,575	294,381	26,565	333,521	320,200	4.2%
Brantford City	100.0%	14,094,801,844	14,094,801,844	7.38%	33,169	776,505	70,073	879,747	859,526	2.4%
Amaranth Twp	82.0%	741,173,956	607,762,644	0.32%	1,430	33,483	3,022	37,935	36,818	3.0%
East Garafraxa Twp	80.0%	567,538,838	454,031,070	0.24%	1,068	25,013	2,257	28,338	27,694	2.3%
Town of Grand Valley	100.0%	508,048,182	508,048,182	0.27%	1,196	27,989	2,526	31,711	27,840	13.9%
Melancthon Twp	56.0%	548,535,978	307,180,148	0.16%	723	16,923	1,527	19,173	18,422	4.1%
Southgate Twp	6.0%	940,585,890	56,435,153	0.03%	133	3,109	281	3,523	3,437	2.5%
Haldimand County	41.0%	6,660,920,536	2,730,977,420	1.43%	6,427	150,454	13,577	170,458	166,879	2.1%
Norfolk County	5.0%	9,136,313,363	456,815,668	0.24%	1,075	25,167	2,271	28,513	27,947	2.0%
Halton Region	10.4%	43,072,861,004	4,486,635,761	2.35%	10,558	247,176	22,306	280,040	267,286	4.8%
Hamilton City	26.8%	88,141,299,524	23,577,797,623	12.34%	55,486	1,298,938	117,218	1,471,642	1,425,840	3.2%
Oxford County	37.5%	4,100,166,131	1,537,219,499	0.80%	3,618	84,688	7,642	95,948	92,876	3.3%
North Perth Twp	2.0%	2,050,788,963	41,015,779	0.02%	97	2,260	204	2,561	2,480	3.3%
Perth East Twp	40.0%	1,903,923,454	761,569,382	0.40%	1,792	41,956	3,786	47,534	45,247	5.1%
Waterloo Region	100.0%	97,165,516,725	97,165,516,725	50.85%	228,659	5,353,001	483,059	6,064,723	5,947,653	2.0%
Centre Wellington Twp	100.0%	4,825,004,290	4,825,004,290	2.53%	11,355	265,817	23,988	301,160	291,250	3.4%
Erin Twp	49.0%	2,434,448,511	1,192,879,770	0.62%	2,807	65,718	5,930	74,455	73,721	1.0%
Guelph City	100.0%	25,990,473,570	25,990,473,570	13.60%	61,164	1,431,856	129,213	1,622,233	1,576,986	2.9%
Guelph Eramosa Twp	100.0%	2,677,794,567	2,677,794,567	1.40%	6,302	147,524	13,313	167,139	163,892	2.0%
Mapleton Twp	95.0%	1,648,728,333	1,566,291,917	0.82%	3,686	86,289	7,787	97,762	94,062	3.9%
Wellington North Twp	51.0%	1,616,042,908	824,181,883	0.43%	1,940	45,405	4,097	51,442	50,151	2.6%
Puslinch Twp	75.0%	2,508,795,384	1,881,596,538	0.98%	4,428	103,660	9,354	117,442	115,793	1.4%
Total		317,779,466,008	191,087,518,099	100.00%	449,688	10,527,312	950,000	11,927,000	11,636,000	2.5%

*Capital Maintenance Levy represents levy allocated to maintenance of capital infrastructure, studies, and/or equipment.

SECTION A

BASE PROGRAMS – OPERATING

SECTION A - Operating Budget

GRAND RIVER CONSERVATION AUTHORITY

Budget 2020 vs Budget 2019

	Actual 2019	Budget 2019	Budget 2020	Incr/(Decr)	%age change
EXPENDITURES					
OPERATING EXPENSES	27,637,633	27,051,768	26,996,475	(55,293)	-0.22%
Total Expenses	27,637,633	27,051,768	26,996,475	(55,293)	-0.22%
SOURCES OF FUNDING					
MUNICIPAL GENERAL LEVY (NOTE)	10,174,542	10,586,000	10,977,000	391,000	3.80%
MUNICIPAL SPECIAL LEVY	46,372	50,000	50,000	-	0.00%
OTHER GOVT FUNDING	528,169	938,573	517,188	(421,385)	-44.90%
SELF-GENERATED	15,406,254	14,350,500	14,743,000	392,500	2.84%
RESERVES	1,012,601	657,000	332,000	(325,000)	-186.78%
SURPLUS CARRYFORWARD	469,695	469,695	377,287	(92,408)	-22.41%
Total BASE Funding	27,637,633	27,051,768	26,996,475	(55,293)	-0.22%

NOTE: See "Summary of Revenue, Expenditures and Changes in Municipal Levy" for details of \$391,000 levy increase.

TABLE 1

(a) Watershed Studies

This category includes watershed and subwatershed studies. These studies provide the strategic framework for understanding water resources and ecosystem form, functions and linkages. These allow for assessment of the impacts of changes in watershed resources and land use. Watershed studies also identify activities and actions that are needed to minimize the adverse impacts of change. This program supports other plans and programs that promote healthy watersheds.

Specific Activities:

- Carry out or partner with municipalities and other stakeholders on integrated subwatershed plans for streams and tributaries. Subwatershed Plans are technical reports which provide comprehensive background on how surface water, groundwater, terrestrial and aquatic ecosystems function in a subwatershed. The plans recommend how planned changes such as urbanization can take place in a sustainable manner.

(b) Water Resources Planning and Environment and Support

This category includes the collection and analysis of environmental data and the development of management plans for protection and management of water resources and natural heritage systems. These programs assist with implementation of monitoring water and natural resources and assessment of changes in watershed health and priority management areas.

Specific Activities:

- operate 8 continuous river water quality monitoring stations, 73 stream flow monitoring stations, 27 groundwater monitoring stations, and 37 water quality monitoring stations in conjunction with MOE, apply state-of-the-art water quality assimilation model to determine optimum sewage treatment options in the central Grand, and provide technical input to municipal water quality issues
- analyze and report on water quality conditions in the Grand River watershed
- maintain a water budget to support sustainable water use in the watershed, and maintain a drought response program
- analyze water use data for the watershed and provide recommendations for water conservation approaches
- provide advice to Provincial Ministries regarding water use permits to ensure that significant environmental concerns are identified so that potential impacts can be addressed.

(c) Resource Management Division Support

Provides support services to the Engineering and Resource Management Divisions including support for Flood Forecasting and Warning and Water Control Structures.

Specific Spending:

- administrative services
- travel, communication, staff development and computer
- insurance

(d) Natural Heritage Management

The natural heritage management program includes those activities associated with providing service and/or assistance to municipalities, private and public landowners and community groups on sound environmental practices that will enhance, restore or protect the aquatic and terrestrial ecosystems. The program includes watershed scale natural heritage assessments and implements restoration activities on GRCA land..

Specific Activities:

- maintain and promote the ‘Grand River Fisheries Management Plan’.
- implement “best bets” for protection and enhancement of fisheries, work with outside agencies, non-government organizations and the public to improve fish habitat through stream rehabilitation projects including the implementation of the recommendations of the watershed studies.
- maintain and implement the Forest Management Plan for the Grand River watershed and develop and implement components of the watershed Emerald Ash Borer strategy
- carry out restoration and rehabilitation projects for aquatic and terrestrial ecosystems e.g. species at risk and ecological monitoring on GRCA lands, and prescribed burn activities and community events such as tree planting and stream restoration
- provide technical input and review services for applications that may affect the watershed ecosystems.

TABLE 1
GRAND RIVER CONSERVATION AUTHORITY
Water Resources Planning & Environment

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget Change
Expenses:				incr/(decr)
Salary and Benefits	1,604,949	1,615,500	1,664,000	48,500
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	274,940	319,300	289,300	-30,000
Insurance	96,848	113,300	107,300	-6,000
Other Operating Expenses	125,923	195,100	175,100	-20,000
Amount set aside to Reserves		-	-	
TOTAL EXPENSE	2,102,660	2,243,200	2,235,700	-7,500
Funding				(incr)/decr
Municipal Special/Other	40,204	50,000	50,000	0
MNR Grant	4,200	8,200	0	8,200
Prov & Federal Govt	6,505	37,500	37,500	0
Miscellaneous	2,500			
Funds taken from Reserves	-	10,000	10,000	0
TOTAL FUNDING	53,409	105,700	97,500	8,200.00
Net Funded by General Municipal Levy	2,049,251	2,137,500	2,138,200	
Net incr/(decr) to Municipal Levy				700

TABLE 2

Flood Forecasting and Warning

The flood warning system includes the direct costs associated with monitoring the streams, and rivers in order to effectively provide warnings and guidance to municipalities and watershed residents during flood emergencies.

Overall, flood protection services provide watershed residents with an effective and efficient system that will reduce their exposure to the threat of flood damage and loss of life. It is estimated that the existing flood protection in the Grand River watershed saves an average of over \$5.0 million annually in property damage.

Specific Activities:

- maintain a 'state of the art' computerized flood forecasting and warning system.
- operate a 24 hour, year-round, on-call duty officer system to respond to flooding matters.
- collect and manage data on rainfall, water quantity, reservoir conditions, water levels from 56 stream flow gauges, 24 rainfall gauges, and 12 snow courses.
- use data radio and Voice Alert system to continuously, monitor river conditions and detect warning levels, assist municipalities with emergency planning, and respond to thousands of inquiries each year.
- Assist municipalities with municipal emergency planning and participate in municipal emergency planning exercises when requested.

TABLE 2
GRAND RIVER CONSERVATION AUTHORITY
Flood Forecasting & Warning

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	407,090	457,000	470,700	13,700
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	251,806	266,000	236,000	(30,000)
Other Operating Expenses	48,681	78,000	58,000	(20,000)
Amount set aside to Reserves	93,000			
TOTAL EXPENSE	800,577	801,000	764,700	(36,300)
Funding				(incr)/decr
MNR Grant	143,000	277,955	164,338	113,617
TOTAL FUNDING	143,000	277,955	164,338	113,617
Net Funded by General Municipal Levy	657,577	523,045	600,362	
Net incr/(decr) to Municipal Levy				77,317

TABLE 3

Water Control Structures

This category includes costs associated with the capital and maintenance of structures, the primary purpose of which is to provide protection to life and property. These structures include dams, dykes, berms and channels etc. Also included in this category are non-flood control dams and weirs, which maintain upstream water levels.

Overall, flood protection services provide watershed residents with an effective and efficient system that will reduce their exposure to the threat of flood damage and loss of life. It is estimated that the existing flood protection in the Grand River watershed saves an average of over \$5.0 million annually in property damage.

Specific Activities:

- operate and maintain 7 major multi-purpose reservoirs, which provide flood protection and flow augmentation, and 25 kilometres of dykes in 5 major dyke systems (Kitchener-Bridgeport, Cambridge-Galt, Brantford, Drayton and New Hamburg)
- ensure structural integrity of flood protection infrastructure through dam safety reviews, inspections and monitoring, reconstruction of deteriorating sections of floodwalls and refurbishing of major components of dams
- carry out capital upgrades to the flood control structures in order to meet Provincial standards
- operate and maintain 22 non-flood control dams, which are primarily for aesthetic, recreational, or municipal water supply intake purposes
- develop and implement plans to decommission failing or obsolete dams
- ice management activities to prevent or respond to flooding resulting from ice jams
- develop and implement public safety plans for structures

TABLE 3
GRAND RIVER CONSERVATION AUTHORITY
Water Control Structures

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	1,168,065	1,170,200	1,205,000	34,800
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	16,910	29,200	29,200	-
Property Taxes	161,219	179,700	170,700	(9,000)
Other Operating Expenses	335,942	344,800	344,800	-
Amount set aside to Reserves	41,000	-	-	-
TOTAL EXPENSE	1,723,136	1,723,900	1,749,700	25,800
Funding				(incr)/decr
MNR Grant	207,000	400,350	285,350	(115,000)
TOTAL FUNDING	207,000	400,350	285,350	(115,000)
Net Funded by General Municipal Levy	1,516,136	1,323,550	1,464,350	
Net incr/(decr) to Municipal Levy				140,800

TABLE 4

(a) PLANNING - Regulations

This category includes costs and revenues associated with administering the *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation* made under the *Conservation Authorities Act*. This includes permit review, inspections, permit issuance, enforcement and follow-up, which may include defending appeals.

Specific Activities:

- Process over 800 permits each year related to development, alteration or activities that may interfere with the following types of lands:
 - ravines, valleys, steep slopes
 - wetlands including swamps, marshes, bogs, and fens
 - any watercourse, river, creek, floodplain or valley land
 - the Lake Erie shoreline
- The regulation applies to the development activities listed below in the areas listed above:
 - the construction, reconstruction, erection or placing of a building or structure of any kind,
 - any change to a building or structure that would have the effect of altering the use or potential use of the building or structure, increasing the size of the building or structure or increasing the number of dwelling units in the building or structure
 - site grading
 - the temporary or permanent placing, dumping or removal of any material originating on the site or elsewhere.
- maintain policies and guidelines to assist in the protection of sensitive environmental lands (i.e. Policies for the Administration of the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation)
- enforcement of the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation and maintain compliance policies and procedures
- update and maintain flood line mapping; develop natural hazards mapping in digital format to be integrated into municipal planning documents and Geographic Information Systems

(b) PLANNING - Municipal Plan Input and Review

This program includes costs and revenues associated with reviewing Official Plans, Secondary and Community Plans, Zoning Bylaws, Environmental Assessments, development applications and other proposals, in accordance with Conservation Authority and provincial or municipal agreements. It also includes watershed management consulting outside of the Grand River watershed, which is done from time-to-time on a fee-for-service basis.

Specific Activities:

- review municipal planning and master plan documents and recommend environmental policies and designations for floodplains, wetlands, natural heritage areas, fisheries habitat, hazard lands and shorelines, which support GRCA regulations and complement provincial polices and federal regulations
- provide advice to municipalities regarding environmental assessments, and other proposals such as aggregate and municipal drain applications to ensure that all environmental concerns are adequately identified and that any adverse impacts are minimized or mitigated
- provide information and technical advice to Municipal Councils and Committees and Land Division Committees regarding development applications to assist in making wise land use decisions regarding protection of people and property from natural hazard areas such as flood plains and erosion areas and protection and enhancement of wetlands, fish and wildlife habitat and natural heritage systems

TABLE 4
GRAND RIVER CONSERVATION AUTHORITY
Resource Planning

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	1,543,228	1,807,400	1,786,600	(20,800)
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	198,359	222,500	222,500	-
Other Operating Expenses	89,535	54,700	54,700	-
TOTAL EXPENSE	1,831,122	2,084,600	2,063,800	(20,800)
Funding				(incr)/decr
Provincial	-	-	-	-
MNR Grant	58,988	114,568	-	114,568
Self Generated	892,200	919,000	894,000	25,000
TOTAL FUNDING	951,188	1,033,568	894,000	139,568
Net Funded by General Municipal Levy	879,934	1,051,032	1,169,800	
Net incr/(decr) to Municipal Levy				118,768

TABLE 5

Forestry & Property Taxes

The forestry program includes those activities associated with providing service and/or assistance to private and public landowners and community groups on sound environmental practices that will enhance, restore or protect their properties.

This category includes direct delivery of remediation programs including tree planting/reforestation.

General Municipal Levy funds the property tax for GRCA owned natural areas/passive lands.

Specific Activities:

- plant trees on private lands (cost recovery from landowner)
- operate Burford Tree Nursery to grow and supply native and threatened species
- carry out tree planting and other forest management programs on over 7,000 hectares of managed forests on GRCA owned lands
- manage Emerald Ash Borer infestation

TABLE 5
GRAND RIVER CONSERVATION AUTHORITY
Forestry & Conservation Land Taxes

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	573,407	601,000	619,000	18,000
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	47,793	54,300	54,300	0
Property Taxes	161,047	183,200	183,200	0
Other Operating Expenses	567,415	572,900	590,000	17,100
Amount set aside to Reserves				0
TOTAL EXPENSE	1,349,662	1,411,400	1,446,500	35,100
Funding				(incr)/decr
Provincial	7,324			
Donations	46,568	57,000	57,000	-
Self Generated	646,075	650,000	650,000	-
TOTAL FUNDING	699,967	707,000	707,000	0
Net Funded by General Municipal Levy	649,695	704,400	739,500	
Net incr/(decr) to Municipal Levy				35,100

TABLE 6

Conservation Services

The conservation service program includes those activities associated with providing service and/or assistance to private and public landowners and community groups on sound environmental practices that will enhance, restore or protect their properties.

This category includes the Rural Quality program and Forestry extension services.

Specific Activities:

- Co-ordinate the Rural Water Quality Program. This involves landowner contact, promotion/education and providing grants to assist farmers with capital improvements to address manure containment, livestock fencing, soil conservation, and other rural non-point sources of river water pollution. Funding for this important initiative comes from watershed municipalities and other government grants.
- Carry out tree planting, restoration and rehabilitation projects with private landowners
- Co-ordinate community events e.g. children's water festivals and agricultural and rural landowner workshops to promote water and environmental initiatives
- Co-ordinate GRCA Volunteer Program to enable public participation in community and GRCA environmental activities

TABLE 6
GRAND RIVER CONSERVATION AUTHORITY
Conservation Services

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	719,469	733,000	715,000	(18,000)
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	91,263	100,200	100,200	-
Other Operating Expenses	12,322	52,000	52,000	-
Amount set aside to Reserves				
TOTAL EXPENSE	823,054	885,200	867,200	(18,000)
Funding				(incr)/decr
Prov & Federal Govt	6,168	30,000	30,000	-
Donations/Other	79,632	87,000	47,000	40,000
Funds taken from Reserves	687	31,000	31,000	-
TOTAL FUNDING	86,487	148,000	108,000	40,000
Net Funded by General Municipal Levy	736,567	737,200	759,200	
Net incr/(decr) to Municipal Levy				22,000

TABLE 7

Communications & Foundation

The Communications department provides a wide range of services and support for the GRCA, the Grand River Conservation Foundation, as well as Lake Erie Region Source Protection Program. This category includes watershed-wide communication and promotion of conservation issues to watershed residents, municipalities and other agencies.

The Grand River Conservation Foundation provides private sector funding for GRCA projects with limited or no other sources of revenue. This category includes operational costs related to fundraising.

Communications - Specific Activities:

- Media relations
- Public relations and awareness building
- Online communications
- Issues management and crisis communications
- Community engagement and public consultation
- Corporate brand management

Foundation - Specific Activities:

- Solicit donors for financial support
- Orient and train volunteers to assist with fundraising
- Provide site tours and other events to stakeholders

TABLE 7
GRAND RIVER CONSERVATION AUTHORITY
Communications & Foundation

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	485,367	583,400	601,000	17,600
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	69,781	77,000	77,000	-
Other Operating Expenses	56	73,500	23,500	(50,000)
Amount set aside to Reserves	50,000	-	-	-
TOTAL EXPENSE	605,204	733,900	701,500	(32,400)
Funding				
Net Funded by General Municipal Levy	605,204	733,900	701,500	
Net incr/(decr) to Municipal Levy				(32,400)

TABLE 8

Environmental Education

This category includes costs and revenues associated with outdoor education facilities, which provide education and information about conservation, the environment and the Conservation Authority's programs to 50,000 students in 6 school boards and 16,000 members of the general public annually. The majority of funding for this program comes from school boards, the Grand River Conservation Foundation and public program fees.

Specific Activities:

- operate 6 outdoor education centres under contract with watershed school boards, providing hands-on, curriculum-based, outdoor education (App's Mills near Brantford, Taquanyah near Cayuga, Guelph Lake, Laurel Creek in Waterloo, Shade's Mills in Cambridge and Rockwood)
- offer curriculum support materials and workshops to watershed school boards
- offer conservation day camps to watershed children and interpretive community programs to the public (user fees apply)

TABLE 8
GRAND RIVER CONSERVATION AUTHORITY
Environmental Education

OPERATING	Actual 2019	Budget 2019	Budget 2020	Budget change
Expenses:				incr/(decr)
Salary and Benefits	972,399	1,000,000	980,000	(20,000)
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	88,021	85,800	85,800	0
Insurance	11,114	10,300	12,800	2,500
Property Taxes	12,002	11,000	14,000	3,000
Other Operating Expenses	264,726	275,300	284,000	8,700
Amount set aside to Reserves	111,000			0
TOTAL EXPENSE	1,459,262	1,382,400	1,376,600	(5,800)
Funding				(incr)/decr
Provincial & Federal Grants	64,652	-	-	-
Donations	46,130	50,000	50,000	-
Self Generated	1,017,236	1,000,500	1,018,000	(17,500)
TOTAL FUNDING	1,128,018	1,050,500	1,068,000	(17,500)
Net Funded by General Municipal Levy	331,244	331,900	308,600	
Net incr/(decr) to Municipal Levy				(23,300)

TABLE 9

CORPORATE SERVICES

This category includes the costs for goods and services, as listed below, that are provided corporately. A small portion of these costs is recovered from provincial grants, namely from source protection program funding and from the MNR operating grant.

Specific Activities:

This category includes the following departments:

- Office of the Chief Administrative Officer and the Assistant Chief Administrative Officer/Secretary-Treasurer
- Finance
- Human Resources
- Payroll
- Health & Safety
- Office Services

In addition, this category includes expenses relating to:

- The General Membership
- Head Office Building
- Office Supplies, Postage, Bank fees
- Head Office Communication systems
- Insurance
- Audit fees
- Consulting, Legal, Labour Relations fees
- Health and Safety Equipment, Inspections, Training
- Conservation Ontario fees
- Corporate Professional Development
- General expenses

TABLE 9
GRAND RIVER CONSERVATION AUTHORITY
Corporate Services

Budget 2020		Surplus available to offset Municipal Levy Increase
Expenses:		
Salary and Benefits	1,904,000	
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	359,000	
Insurance	59,000	
Other Operating Expenses	1,343,675	
Amount set aside to Reserves		
TOTAL EXPENSE	3,665,675	
Funding		
MNR Grant	-	
Recoverable Corporate Services Expenses	70,000	
Funds taken from Reserves	140,000	
TOTAL FUNDING	210,000	
Net Result before surplus adjustments	3,455,675	
Deficit from Other Programs offset by 2018 Surplus Carryforward		(17,100)
2019 Surplus Carried Forward to 2020 used to reduce Levy		377,287
Net Funded by General Municipal Levy	3,455,675	360,187

Budget 2019		Surplus available to offset Municipal Levy Increase
Expenses:		
Salary and Benefits	1,897,000	
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	369,000	
Insurance	57,000	
Property Taxes	-	
Other Operating Expenses	1,544,768	
Amount set aside to Reserves		
TOTAL EXPENSE	3,867,768	
Funding		
Municipal Other		
Recoverable Corporate Services Expenses	70,000	
Funds taken from Reserves	465,000	
TOTAL FUNDING	605,000	
Net Result before surplus adjustments	3,262,768	
Deficit from Other Programs offset by 2018 Surplus Carryforward		(250,400)
2018 Surplus Carried Forward to 2019 used to reduce Levy		469,695
Net Funded by General Municipal Levy	3,262,768	219,295

ACTUAL 2019		Surplus available to offset Municipal Levy
Expenses:		
Salary and Benefits	1,833,313	
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	290,695	
Insurance	53,968	
Other Operating Expenses	1,762,628	
Amount set aside to Reserves	135,000	
TOTAL EXPENSE	4,075,604	
Funding		
MNR Grant	36,500	
Donations/Other	108	
Recoverable Corporate Services Expenses	67,728	
Funds taken from Reserves	730,000	
TOTAL FUNDING	834,336	
Net Result before surplus/(deficit) adjustments	3,241,268	
2019 Surplus from Other Programs used to reduce Levy		22,639
2018 Surplus Carried Forward to 2019 used to reduce Levy		469,695
Net Funded by General Municipal Levy	3,241,268	492,334

TABLE 10 (a)

Conservation Lands, Rental Properties, Forestry & Misc

The Conservation Land Management Program includes all expenses and revenues associated with acquisition and management of land owned/managed by the Authority. This includes protection of *Provincially Significant Conservation Lands*, woodlot management, rental/lease agreements and other revenues generated from managing lands and facilities. These expenses do not include those associated with recreation and education programs on GRCA lands.

Specific Activities:

- acquire and manage significant wetlands and floodplain lands, e.g. the Luther Marsh Wildlife Management Area, the Keldon Source Area, the Bannister-Wrigley Complex, and the Dunnville Marsh
- operate “passive” conservation areas in order to conserve forests and wildlife habitat. Some are managed by municipalities or private organizations (Chicopee Ski Club in Kitchener, Scott Park in New Hamburg, etc.)
- develop and maintain extensive trail network on former rail lines owned by GRCA and municipalities (much of this is part of the Trans-Canada Trail network). Necessary funding is raised by The Grand River Conservation Foundation
- rent 733 cottage lots at Belwood Lake and Conestogo Lake; hold leases on over 1200 hectares of agricultural land and 11 residential units, and over 50 other agreements for use of GRCA lands. Income from these rentals aids in the financing of other GRCA programs
- host controlled hunts at various locations including Luther Marsh Wildlife Management Area and Conestogo Lake
- carry out forestry disease control, woodlot thinning and selective harvesting on GRCA lands in accordance with the Forest Management Plan while generating income from sale of timber. Income generated helps pay for future forest management activities
- where appropriate, dispose of lands that have been declared surplus and continue to identify and plan for disposition of other surplus lands. Proceeds from future dispositions will be used for acquisition of “Environmentally Significant Conservation Lands” and for other core programs
- payment of non-insured losses and deductibles for vandalism, loss or theft; miscellaneous amounts recovered from insurance settlements

- investment income arising from reserves and funds received in advance of program expenses

TABLE 10 (b)

HYDRO PRODUCTION

This program generates revenue from ‘hydro production’.

Specific Activities:

- generate hydro from turbines in 2 large dams, Shand and Conestogo; the income is used to fund GRCA programs and repay reserves accordingly for the cost of building/repairing turbines.

TABLE 10 (c)

CONSERVATION AREAS

These programs include costs and revenues associated with delivering recreational programs on GRCA lands and include the costs and revenues associated with day-use, camping, concessions and other activities at GRCA active Conservation Areas.

Specific Activities:

- operate 11 “active” Conservation Areas (8 camping and 3 exclusively day-use) that are enjoyed by over 1.7 million visitors annually. It is estimated that these visitors also help generate significant revenues for the local tourism industry
- offer camping, hiking, fishing, swimming, boating, picnicking, skiing and related facilities
- provide 2,200 campsites – second only to the provincial park system as a provider of camping accommodation in Ontario

TABLE 10
 GRAND RIVER CONSERVATION AUTHORITY
OTHER PROGRAMS - OPERATING - SUMMARY of Results

	Conservation Lands	Property Rentals	MISC	(a) Cons Lands, Rental, Misc	(b) Hydro Production	(c) Conservation Areas	TOTAL Other Programs
Budget 2020 - OPERATING							
Expenses:							
Salary and Benefits	1,129,000	573,000	-	1,702,000	64,500	4,480,000	
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	159,600	74,500	-	234,100	-	216,000	
Insurance	147,300	18,000	-	165,300	-	-	
Property Taxes	-	88,000	-	88,000	-	68,000	
Other Operating Expenses (consulting etc)	576,000	809,700	70,000	1,455,700	25,500	3,221,000	
Amount set aside to Reserves	-	-	-	-	105,000	300,000	
TOTAL EXPENSE	2,011,900	1,563,200	70,000	3,645,100	195,000	8,285,000	12,125,100
Funding							
Donations	50,000	-	-	50,000	-	-	
Self Generated	86,000	2,873,000	148,000	3,107,000	515,000	8,285,000	
Funds taken from Reserves	1,000	150,000	-	151,000	-	-	
TOTAL FUNDING	137,000	3,023,000	148,000	3,308,000	515,000	8,285,000	12,108,000
NET Surplus/(Deficit) for programs not funded by general levy	(1,874,900)	1,459,800	78,000	(337,100)	320,000	-	(17,100)
Budget 2019 - OPERATING							
Expenses:							
Salary and Benefits	1,144,800	576,000	-	1,720,800	43,500	4,502,000	
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	149,600	74,500	-	224,100	-	177,000	
Insurance	147,300	16,500	-	163,800	-	-	
Property Taxes	-	101,000	-	101,000	-	62,000	
Other Operating Expenses (consulting etc)	654,000	826,700	70,000	1,550,700	89,500	2,844,000	
Amount set aside to Reserves	70,000	-	-	70,000	70,000	300,000	
TOTAL EXPENSE	2,165,700	1,594,700	70,000	3,830,400	203,000	7,885,000	11,918,400
Funding							
Provincial Funding	-	-	-	-	-	-	
Donations	50,000	-	-	50,000	-	-	
Self Generated	86,000	2,875,000	148,000	3,109,000	473,000	7,885,000	
Funds taken from Reserves	1,000	150,000	-	151,000	-	-	
Municipal General Levy Funding	-	-	-	-	-	-	
TOTAL FUNDING	137,000	3,025,000	148,000	3,310,000	473,000	7,885,000	11,668,000
NET Surplus/(Deficit) for programs not funded by general levy	(2,028,700)	1,430,300	78,000	(520,400)	270,000	-	(250,400)
Actual 2019 - OPERATING							
Expenses:							
Salary and Benefits	1,156,641	536,530	-	1,693,171	50,363	4,337,734	
Travel, Motor Pool, Expenses, Telephone, Training and Development, IT	110,343	72,337	-	182,680	-	231,797	
Insurance	131,963	16,796	-	148,759	-	-	
Property Taxes	-	89,535	-	89,535	-	54,307	
Other Expenses	413,177	876,336	68,658	1,358,171	110,716	3,072,795	
Amount set aside to Reserves	232,324	193,000	-	425,324	135,000	977,000	
TOTAL EXPENSE	2,044,448	1,784,534	68,658	3,897,640	296,079	8,673,633	12,867,352
Funding							
Donations	90,463	-	500	90,963	-	6,413	
Self Generated	176,633	2,898,664	200,717	3,276,014	566,791	8,667,896	
Funds taken from Reserves	-	281,914	-	281,914	-	-	
TOTAL FUNDING	267,096	3,180,578	201,217	3,648,891	566,791	8,674,309	12,889,991
NET Surplus/(Deficit) for programs not funded by general levy	(1,777,352)	1,396,044	132,559	(248,749)	270,712	676	22,639

OTHER INFORMATION

1. INFORMATION SYSTEMS & TECHNOLOGY - COMPUTER CHARGES

The work of the IS&T Group including wages, capital purchases and ongoing maintenance and operations is funded through the Information Systems and Technology Reserve. The IS&T Reserve is sustained through a charge back framework. A “Computer Charge” is allocated to the individual programs based on the number of users and the nature of system usage or degree of reliance on IS&T activities and services.

The *Information Systems and Technology* (IS&T) group leads GRCA’s information management activities; develops and acquires business solutions; and oversees investment in information and communications technology as detailed below:

Specific Activities:

- Develop and implement GRCA's long-term information management, information technology and communications plans.
- Assess business needs and develop tools to address requirements, constraints and opportunities. Acquire and implement business and scientific applications for use at GRCA. Manage information technology and business solutions implementation projects on behalf of GRCA, GRCF and the Lake Erie Source Protection Region.
- Develop, and implement GRCA’s Geographic Information Systems (GIS) technology and spatial data infrastructure. Manage GRCA’s water-related data. Create and maintain standards for the development, use and sharing of corporate data. Develop policies and implement tools to secure GRCA’s data and IT and communications infrastructure.
- Acquire, manage and support GRCA’s server, storage, network and personal computer infrastructure to support geographic information systems (GIS); flood forecasting and warning, including real-time data collection; database and applications development; website hosting; electronic mail; internet access; personal computing applications; and administration systems, including finance, property and human resources.
- Develop and operate a wide area network connecting 14 sites and campus style wireless point-to-multipoint networks at Head Office, Conservation Areas, Nature Centres and Flood Control Structures. Develop and operate an integrated Voice over IP Telephone network covering nine sites and 220 handsets. Support and manage mobile phones, smart phones and pagers. Develop, implement and maintain GRCA’s IS&T disaster recovery plan.
- Operate on-line campsite reservation and day-use systems with computers in 10 Conservation Areas. Provide computers and phone systems for use at outdoor education centres.
- Build and maintain working relationships with all other departments within GRCA. Develop and maintain partnerships and business relationships with all levels of government, Conservation Ontario, private industry and watershed communities with respect to information technology, information management, business solutions and data sharing.

2. VEHICLE, EQUIPMENT – MOTOR POOL CHARGES

Motor Pool charges are allocated to the individual sections based on usage of motor pool equipment. Effectively, motor pool charges are included with administrative costs or other operating expenses, as applicable, on Tables 1 to 10.

Specific Activities:

- Maintain a fleet of vehicles and equipment to support all GRCA programs.
- Purchases of new vehicles and/or equipment.
- Disposal of used equipment.
- Lease certain equipment.

SECTION B

BASE PROGRAMS – CAPITAL

SECTION B – CAPITAL BUDGET

Capital maintenance spending in 2020 includes spending in the following program areas:

- Water Resources Planning
- Flood Forecasting and Warning
- Water Control Structures
- Conservation Areas
- Corporate Services

Water Resources Planning expenditures will be for water quality monitoring equipment.

Flood forecasting and warning expenditures will be for software systems and gauge equipment.

Water Control Structures major maintenance expenditures on dams and dikes.

Conservation Area capital spending includes expenditures as part of the regular maintenance program as well as spending on major repairs and new construction. In 2020, major capital projects within the Conservation Areas will include:

- Completion of the Elora Gorge Upper Pines seasonal campground
- Expansion of the north side gate house at the Elora Gorge CA.
- New workshop at Brant Park.
- Playground replacements at Brant Park and Laurel Creek respectively.
- Perimeter fencing at the Elora Quarry

Corporate Services capital spending represents the portion of overall Information Services and Motor Pool expenses that are funded by the Information Technology (IT) and Motor Pool (MP) reserve. See “Other Information” above for spending descriptions for IT and MP.

SECTION B - Capital Budget

GRAND RIVER CONSERVATION AUTHORITY

Budget 2020

	Water Resources Planning & Environment	FFW	Flood Control Expenses	Conservation Land Management (Sch 4)	Conservation Areas	Corporate Services	BUDGET TOTAL
Expenses:							
WQ Monitoring Equipment & Instruments	110,000						110,000
Flood Forecasting Warning Hardware and Gauges		190,000					190,000
Flood Control Structures-Major Maintenance			2,700,000				2,700,000
Conservation Areas Capital Projects					2,150,000		2,150,000
Net IT/MP Capital Spending not allocated to Departments						505,000	505,000
TOTAL EXPENSE	110,000	190,000	2,700,000	-	2,150,000	505,000	5,655,000
Funding							
Prov & Federal Govt			1,180,000				1,180,000
Self Generated					825,000		825,000
Funding from Reserves	75,000	25,000	770,000		1,325,000	505,000	2,700,000
TOTAL FUNDING	75,000	25,000	1,950,000	-	2,150,000	505,000	4,705,000
Net Funded by General CAPITAL Levy	35,000	165,000	750,000	-	-	-	950,000

Budget 2019

	Water Resources Planning & Environment	FFW	Flood Control Expenses	Conservation Land Management (Sch 4)	Conservation Areas	Corporate Services	BUDGET TOTAL
Expenses:							
WQ Monitoring Equipment & Instruments	110,000						110,000
Flood Forecasting Warning Hardware and Gauges		190,000					190,000
Flood Control Structures-Major Maintenance			1,500,000				1,500,000
Conservation Areas Capital Projects					2,590,000		2,590,000
PSAB Project							-
Building Major Maintenance							-
Net IT/MP Capital Spending not allocated to Departments						207,700	207,700
TOTAL EXPENSE	110,000	190,000	1,500,000	-	2,590,000	207,700	4,597,700
Funding							
Municipal Special Levy							-
Prov & Federal Govt			700,000				700,000
Self Generated					965,000		965,000
Funding from Reserves	50,000				1,625,000	207,700	1,882,700
TOTAL FUNDING	50,000	-	700,000	-	2,590,000	207,700	3,547,700
Net Funded by General CAPITAL Levy	60,000	190,000	800,000	-	-	-	1,050,000

ACTUAL 2019 - CAPITAL

	Water Resources Planning & Environment	FFW	Flood Control Expenses	Conservation Land Management (Sch 4)	Conservation Areas	Corporate Services	ACTUAL TOTAL
Expenses:							
WQ Monitoring Equipment & Instruments	91,334						91,334
Flood Forecasting Warning Hardware and Gauges		132,046					132,046
Flood Control Structures-Major Maintenance			2,468,201				2,468,201
Conservation Areas Capital Projects					3,095,027		3,095,027
Funding to Reserves		112,000					112,000
Net IT/MP Expenses in excess of chargebacks						(25,171)	(25,171)
TOTAL EXPENSE	91,334	244,046	2,468,201	-	3,095,027	(25,171)	5,873,437
Funding							
Prov & Federal Govt			1,028,240			4,090	1,032,330
Self Generated		54,170			895,027		949,197
Funding from Reserves			637,000		2,200,000	(29,261)	2,807,739
TOTAL FUNDING	-	54,170	1,665,240	-	3,095,027	(25,171)	4,789,266
Net Funded by General CAPITAL Levy	91,334	189,876	802,961	-	-	-	1,084,171

SECTION C

SPECIAL PROJECTS

SECTION C – SPECIAL PROJECTS

This category of activity represents projects that the GRCA undertakes where special one time and/or multi-year funding is applicable. The duration of these projects is typically one year although in some instances projects may extend over a number years, such as Source Protection Planning. External funding is received to undertake these projects.

The main project in this category is the provincial Source Protection Planning program under the *Clean Water Act, 2006*. Plan development work commenced in 2004, with plan implementation starting in 2015. Work includes research and studies related to the development and updates of a Drinking Water Source Protection Plan for each of the four watersheds in the Lake Erie Source Protection Region. The focus in 2020 continues on completing updates to the Grand River Source Protection Plan, including development of water quantity policies, updating water quality vulnerability assessments, and the development of the annual progress report for the Grand River Source Protection Plan.

Other special projects in the area of watershed stewardship include the “Rural Water Quality Program” grants, Emerald Ash borer infestation management, floodplain mapping projects, Upper Blair subwatershed study, waste water optimization project, water festivals, trail development, the Mill Creek Ranger stream restoration project and numerous ecological restoration projects on both GRCA lands and private lands in the watershed.

SECTION C - Special Projects Budget

GRAND RIVER CONSERVATION AUTHORITY

Budget 2020

EXPENDITURES	ACTUAL 2019	BUDGET 2019	BUDGET 2020
Grand River Management Plan	21,986	70,000	-
Subwatershed Plans - City of Kitchener	80,097	100,000	100,000
Dunnville Fishway Study	18,632	30,000	-
Waste Water Optimization Program	106,192	140,000	140,000
Floodplain Mapping	486,193	560,000	516,000
RWQP - Capital Grants	853,294	800,000	800,000
Brant/Brantford Children's Water Festival	31,117	26,000	26,000
Haldimand Children's Water Festival	15,721	25,000	20,000
Species at Risk	72,688	70,000	40,000
Ecological Restoration	149,638	130,000	100,000
AGGP-UofG Research Buffers	24,908	-	30,000
Great Lakes Agricultural Stewardship Initiative	3,077	-	-
Trails Capital Maintenance	20,725	150,000	150,000
Emerald Ash Borer	398,748	600,000	600,000
Lands Mgmt - Land Purchases/Land Sale Expenses	858,302	-	-
Lands Mgmt - Development Costs	-	50,000	-
Guelph Lake Nature Centre	-	-	50,000
Mill Creek Rangers	32,213	35,000	35,000
Total SPECIAL Projects 'Other'	3,173,531	2,786,000	2,607,000
Source Protection Program	1,083,095	835,000	720,000
Total SPECIAL Projects Expenditures	4,256,626	3,621,000	3,327,000
SOURCES OF FUNDING			
Provincial Grants for Source Protection Program	1,083,095	835,000	720,000
OTHER GOVT FUNDING	1,440,094	1,630,000	1,518,000
SELF-GENERATED	227,532	386,000	381,000
FUNDING FROM/(TO) RESERVES	1,505,905	770,000	708,000
Total SPECIAL Funding	4,256,626	3,621,000	3,327,000

APPENDIX A

GRAND RIVER CONSERVATION AUTHORITY MEMBERS (2020)

Region of Waterloo (including Cities of Kitchener, Waterloo, Cambridge and Townships of North Dumfries, Wellesley, Wilmot and Woolwich

Les Armstrong (Wilmot), Jim Erb (Waterloo), Sue Foxton (North Dumfries), Michael Harris (Kitchener), Helen Jowett (Cambridge), Geoff Lorentz (Kitchener), Kathryn McGarry (Cambridge), Jane Mitchell (citizen appointment), Joe Nowak (Wellesley), and Warren Stauch (citizen appointment)

Regional Municipality of Halton

John Challinor II

Haldimand and Norfolk Counties

Bernie Corbett and Dan Lawrence

City of Hamilton

Marcus Adili

County of Oxford

Bruce Banbury

City of Brantford

Richard Carpenter and Kevin Davis

City of Guelph

Bob Bell and Rodrigo Goller

Townships of Amaranth, East Garafraxa, Southgate and Melancthon and Town of Grand Valley

Guy Gardhouse

Townships of Mapleton and Wellington North

Bruce Whale

Municipality of North Perth and Township of Perth East

Don Brunk

Township of Centre Wellington

Ian MacRae

Town of Erin, Townships of Guelph-Eramosa and Puslinch

Chris White

County of Brant

Brian Coleman and Joan Gatward



NOTICE PROVISION

FEES AND CHARGES

TAKE NOTICE the Council of the Corporation of The Township of Mapleton intends to provide revised Fees and Charges for the Water & Wastewater schedule at the March 24, 2020 Council Meeting scheduled for 1:00 p.m., 7275 Sideroad 16, Township of Mapleton. The Water & Wastewater fees being revised pertain to Staff Report FIN2020-08 to be presented to Council on March 10, 2020. A copy of the proposed revised by-law amending By-law Number 2019-105 will be available on the Township web-site (www.mapleton.ca) on or before March 13, 2020.

WRITTEN COMMENTS regarding the proposed revisions to the fees and charges bylaw may be submitted to the Municipal Clerk no later than 5:00 p.m. on Tuesday, March 17th, 2020. The submissions will be part of the March 24th, 2020 Council Meeting public record.

DATED at the Township of Mapleton
this 2nd day of March, 2020.

Barb Schellenberger
Municipal Clerk



NOTICE OF PUBLIC MEETING
DEVELOPMENT CHARGES BY-LAW

On April 7, 2020 the Council of the Township of Mapleton will hold a public meeting, pursuant to Section 12 of the *Development Charges Act, 1997*, to present and obtain public input on the Township's proposed development charges by-law and underlying background study.

All interested parties are invited to attend the Public meeting of Council and any person who attends the meeting may make representations relating to the proposed by-law and background study. The meeting is to be held:

Tuesday, April 7, 2020

6:00 P.M.

Township of Mapleton Council Chambers

7275 Sideroad 16

In order that sufficient information is made available to the public, copies of the proposed by-law and the background study are being made available as of February 13, 2020 from the Township Clerk at the above location (519.638.3313) and online at the Township's website.

Interested persons may express their comments at the Public Meeting or in writing, addressed to the Township Clerk, at the address below prior to March 31, 2020 for inclusion in the public meeting agenda.

DATED at the Township of Mapleton this 2nd day of March, 2020.

Barb Schellenberger
Municipal Clerk

TOWNSHIP OF MAPLETON COUNCIL TRACKING SHEET

For MARCH 10, 2020 COUNCIL MEETING

Subject for Action	Department	Comments
Wastewater Capacity (long term and short term)	CAO & DPW	RFP closed on Friday January 10, 2020. Three submissions received. The Township sent financial and technical questions back to the bidders with a deadline of March 11 th for replies. Once received, we will review and decide on a timeline that is agreeable to all.
Cemetery By-law	DPW & CLK	Staff will update the bylaw following Master Plan approval.
Council Video Recording	CAO & CLK	Camera has been ordered, waiting on delivery and install then we trial a council meeting.
Development Charges	SMT	Draft Development Charges report is complete. Public meeting to be held on April 7 th 6:00 p.m.
Modernization Grant	CAO	Phase 2 of the grant was the joint submission for IT services. Glad to report we received 5 submissions. Scoring of the submissions were done on March 5 th . Once we have had a chance to discuss the scoring, we will update council.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-019

Being a by-law to confirm all actions and proceedings of the Council of the Corporation of the Township of Mapleton

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c. 25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, 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;

NOW THEREFORE the Council of the Corporation of the Township of Mapleton enacts as follows:

1. All actions and proceedings of the Council of the Corporation of the Township of Mapleton taken at its meetings held on Tuesday, March 10, 2020, except those taken specifically by By-law and those required by law to be done by Resolution only are hereby sanctioned, confirmed and adopted as though they were set out herein.
2. The Mayor, or in his absence, the Presiding Officer and the Clerk, or in his/her absence, the Deputy Clerk, are hereby authorized and directed to do all things necessary to give effect to the foregoing.
3. The Mayor, or in his absence, the Presiding Officer and the Clerk, or in his/her absence, the Deputy Clerk, are hereby authorized and directed to execute all documents required by law to be executed by them as may be necessary in order to implement the foregoing and the Clerk, or in his/her absence, the Deputy Clerk, is hereby authorized and directed to affix the seal of the Corporation to any such documents.

READ a first, second and third time on Tuesday, March 10, 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger