



**TOWN OF ERIN**  
**Regular Council Meeting**  
**AGENDA**

**June 21, 2016**

**6:30 PM**

**Municipal Council Chamber**

**Pages**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Declaration Pecuniary Interest**
- 4. Public Meetings**
  - 4.1 Sarah Wilhelm, Senior Planner - Zoning Amendment Application Z16-02 1 - 3
- 5. Community Announcements**
- 6. Adoption of Minutes** 4 - 15  
June 7, 2016 Regular Meeting
- 7. Business Arising from the Minutes**
- 8. Delegations/Petitions/Presentations**
  - 8.1 John Maddox, Closed Meeting Investigator - Process and Council Questions
  - 8.2 Jon Hebden, MPAC - Delivering the 2016 Assessment Update 16 - 42
  - 8.3 Rod Finnie - Request to allow entrance of proposed severance 43 - 45
  - 8.4 Building and Planning Assistant - Entrance for B120-16 Severance 46 - 49
- 9. Closed Session**

Matters under the following exemptions in the Municipal Act S. 239 (2) :

(b) personal matters about an identifiable individual, including municipal or local board employees; Fire Department
- 10. Return from Closed Session**
  - 10.1 Motion to Reconvene
  - 10.2 Report Out
- 11. Reports**
  - 11.1 Building/Planning/By-Law

11.1.1	Building and Planning Administrator - Demolition Report – 5753 Third Line, Concession 4 Part Lot 22	50 - 53
11.2	Roads	
11.2.1	Road Superintendent - Scott Crescent – Commencement of Road Maintenance	54 - 55
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11.3	Recreation	
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11.3.2	Manager of Recreation and Facilities - Recreation Truck	67 - 77
11.4	Finance	
11.4.1	Deputy Treasurer - Approval of Accounts	78 - 79
11.5	Administration	
11.5.1	Clerk - Source Water Protection Funding – Agreement with TRCA	80 - 95
11.6	Committees	
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11.6.2	Appoint member to the Public Liaison Committee - Wastewater EA	
<b>12.</b>	<b>New Business</b>	
<b>13.</b>	<b>Correspondence</b>	
13.1	Activity List	99 - 100
13.2	Conservation Authorities Agendas and Minutes  Grand River Conservation Authority: <a href="http://www.grandriver.ca/index/document.cfm?Sec=13&amp; Sub1=71">http://www.grandriver.ca/index/document.cfm?Sec=13&amp; Sub1=71</a>  Credit Valley Conservation Authority: <a href="http://www.creditvalleyca.ca/about-cvc/board-of-directors/board-meetings/">http://www.creditvalleyca.ca/about-cvc/board-of-directors/board-meetings/</a>	
13.3	Minister of Health - Response to Michael Chong, MP regarding medical marijuana produciton	101 - 102
<b>14.</b>	<b>By-Laws</b>	103 - 182
	East Garafraxa Fire Agreement	
	Director of Finance Appointment	
	Site Plan Control Agreement	
	GMF Funding Agreement	

TRCA Funding Agreement

15. **Notice of Motion**

16. **Adjournment**



## **PLANNING REPORT for the TOWN OF ERIN**

Prepared by the County of Wellington Planning and Development Department

**DATE:** June 21, 2016  
**TO:** Dina Lundy, Clerk  
 Town of Erin  
**FROM:** Sarah Wilhelm, Senior Planner  
 County of Wellington  
**SUBJECT:** **PUBLIC MEETING (Brown)**  
**Zoning By-law Amendment (Z16-02)**  
**To permit a garden suite**  
**5050 First Line (Part Lot 4, Concession 1), Town of Erin**

### **SUMMARY**

This proposal is to amend the Zoning By-law to allow for the temporary use of a garden suite on the subject lands. This application was deemed complete and a public meeting scheduled for June 21, 2016. The purpose of this report is to provide our preliminary comments concerning the application materials submitted by the applicant and a policy overview. We are not aware of any comments or concerns identified by the public, peer review consultants or Town staff at the time of writing this report.

### **INTRODUCTION**

The property subject to the proposed amendment is legally described as Part Lot 4, Concession 1, with a municipal address of 5050 First Line. This 4.1 ha (10.2 ac) property contains a single detached dwelling, horse barn and accessory building.

### **PROPOSAL**

The purpose of the proposed zoning by-law amendment is to permit the temporary use of a garden suite on the property for a period of 20 years. We note that the Planning Act establishes the allowable maximum temporary timeframe for a garden suite. A 10 year period used to be the maximum, but was extended to 20 years in 2011. Potential extension periods of 3 year terms remain unchanged.

### **PROVINCIAL POLICY STATEMENT**

The Provincial Policy Statement (2014) provides for limited residential development in rural areas of municipalities. According to Section 1.1.5.4 "Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted."

### **PROVINCIAL GREENBELT PLAN**

This property is not with the Greenbelt Plan area.

### **COUNTY OFFICIAL PLAN**

The subject property is designated Secondary Agricultural, Core Greenlands and Greenlands. The Greenlands System designations protect significant wetlands and woodlands located at the rear of the property. These features are well-removed from the area of the proposed garden suite.

A garden suite is defined in the Plan as "a detached temporary housing unit which meets the Building Code for year-round use and is accessory to the main residence on the same lot. Garden suites are established by temporary use by-laws".



Accessory residential uses, including garden suites, are permitted in the Secondary Agricultural Area designation of the Plan subject to the criteria found in Section 6.4.6 of the Plan below.

“In the case of garden suites, municipalities may enact zoning provisions to address the following matters:

- a) the second unit is located close to the existing residence on the property and is portable so that it can be easily removed when the need for the unit has discontinued;
- b) no additional access shall be provided to the lot from a public road;
- c) adequate screening/buffering where deemed necessary, is provided to minimize the visual impact of the second unit to adjacent properties;
- d) adequate amenity areas are provided for the existing dwelling and the second unit;
- e) the provision of satisfactory site plan which illustrates how items a) to d) above, and any other matters deemed necessary by the municipality have been addressed; and
- f) the establishment of a development agreement between the owner and the municipality to address the installation and removal of the unit, site rehabilitation, listing the occupant(s) of the unit and the period of occupancy, and any other matter deemed necessary by the municipality.”

In addition to the above, adequate water supply and sewage disposal systems must be available.

#### TOWN OFFICIAL PLAN

The subject property is designated Secondary Agricultural, Core Greenlands and Greenlands. The use of lands in the Secondary Agricultural Area designation of the Town of Erin Official Plan shall be guided by the corresponding policies of the County of Wellington Official Plan.

#### ZONING BY-LAW

According to Schedule ‘A’ of the Zoning By-law 07-67, the subject property is zoned Agricultural (A). A zoning by-law amendment is necessary to establish a temporary garden suite. The criteria for garden suites are found in Section 4.13 of the Zoning By-law. Our comparison of the criteria and the proposal is found in the table below.

Zoning By-law Criteria		Proposal
4.13.1	Driveway access to both the main dwelling and the garden suite shall be limited to one so that no new entrance from the street shall be created.	<ul style="list-style-type: none"> <li>Meets criterion as no new driveway entrance is proposed</li> </ul>
4.13.2	The siting of a garden suite shall be in accordance with the provisions for accessory uses of subsection 4.1 and shall be located to the rear of the front of the main building.	<ul style="list-style-type: none"> <li><b>Does not meet criterion</b> as the garden suite is proposed to be located in front of the main building</li> </ul>
4.13.3	The maximum floor area of a garden suite shall be 75.0 m <sup>2</sup> .	<ul style="list-style-type: none"> <li><b>Does not meet criterion</b> as the proposed floor area of the garden suite is 99 m<sup>2</sup> (1,065 ft<sup>2</sup>)</li> </ul>
4.13.4	The maximum height of a garden suite shall be one storey and shall not exceed 4.5 metres.	<ul style="list-style-type: none"> <li>The proposed building is one storey</li> <li><b>No dimension</b> of the height has been provided</li> </ul>
4.13.5	No garden suite shall be located closer than 3.0 metres to the main residence on the lot or any building on an abutting property.	<ul style="list-style-type: none"> <li>Meets criterion as the 3.0 m setback has been met</li> </ul>

Zoning By-law Criteria (continued)		Proposal
4.13.6	Only one garden suite may be established per lot.	<ul style="list-style-type: none"> <li>Meets criterion as only one garden suite is proposed</li> </ul>
4.13.7	All garden suites shall be provided with adequate water and sewage disposal.	<ul style="list-style-type: none"> <li>Criterion assessed at time of building permit</li> </ul>
4.13.8	All garden suites shall be established as a temporary use as pursuant to Section 39 of the Planning Act, as amended.	<ul style="list-style-type: none"> <li>Meets criterion as temporary time frame 20 years proposed</li> </ul>

No site-specific provisions were requested as part of the rezoning application, but would be necessary to vary the above criteria.

#### **PUBLIC AND AGENCY COMMENTS**

We have not received any comments at this time.

#### **NEXT STEPS**

The public meeting for this application is scheduled for June 21, 2016. We will be in attendance at the public meeting to hear the applicant's presentation and any public comments. Our planning recommendations will be provided following the public meeting and resolution of any outstanding issues.

Respectfully submitted  
County of Wellington Planning and Development Department




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Sarah Wilhelm, BES, MCIP, RPP  
Senior Planner



## Minutes of the Regular Town of Erin Council Meeting

June 7, 2016

1:00 pm

Municipal Council Chamber

### PRESENT

Allan Ails

John Brennan

Matt Sammut

Rob Smith

Jeff Duncan

Mayor

Councillor

Councillor

Councillor

Councillor

### STAFF PRESENT: Dina Lundy

Larry Wheeler

Robyn Mulder

Jessica Wilton

Graham Smith

Clerk

Financial Analyst

Economic Development Officer

Building and Planning Assistant

Manager of Parks and

Recreation Facilities

### 1. Call to Order

Mayor Ails called the meeting to order.

### 2. Approval of Agenda

**Resolution # 16-236**

**Moved By** Councillor Brennan

**Seconded By** Councillor Sammut

**Be it resolved that** the agenda be approved as circulated.

**Carried**

### 3. Declaration Pecuniary Interest

Councillor Sammut declared a conflict on closed session item 3.

### 4. Community Announcements

#### 4.1 Director of Finance Announcement

Mayor Aills announced that the Town has hired a new Director of Finance, who will start on June 13. Ursula D'Angelo brings over 14 years of experience as a finance professional in a variety of industries, such as the financial sector, post-secondary education, not for profit and public sector, including over 4 years in municipal government. She worked at the City of Vaughan and successfully led the implementation of a budgeting and financial reporting software and four year operating budget process. In her most recent role as Director of Finance at Vita Community Living (an organization that provides services to adults with disabilities), Ursula's leadership and vision lead the modernization of financial processes and internal controls. Ursula has a Bachelor of Arts degree in Economics from York University and is a designated Chartered Professional Accountant (CPA) and Certified General Accountant (CGA).

Mayor Aills also announced the retirement of Joan Murray, Editor of the Erin Advocate.

**Resolution # 16-237 (verbal)**

**Moved By** Mayor Aills

**Seconded By** Councillor Brennan

**Be it resolved that** Council hereby recognizes Joan Murray, Editor of the Erin Advocate, for her dedication, hard work, and exemplary commitment to journalism during her many years of service.

**Carried**

June 11 - Doors Open Erin Event

June 11 - Hillsburgh Fire Fighters Garage Sale - continued

June 11 - LGHG Arts Crafts and Desserts

June 12 - Concert in the Park - Ballinafad Community Centre

June 20 - Blood Donor Clinic - Erin Legion

June 20 - St. Andre's Strawberry Supper and BBQ Chicken Dinner

June 24 - Farmers Market Opens - every Friday 3-7PM

July 1 - Canada Day Celebrations - McMillan Park and Orton

Details on these and more at [www.erin.ca/whats-on/](http://www.erin.ca/whats-on/)

**5. Adoption of Minutes**

**Resolution # 16-238**

**Moved By** Councillor Duncan

**Seconded By** Councillor Brennan

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

May 17, 2016 Regular Meeting

**Carried**

**6. Business Arising from the Minutes**

Councillor Duncan - Item 6.1 - Mayor Alls advised that he has not drafted a letter to the School Board as of yet, but will be doing so shortly.

**7. Delegations/Petitions/Presentations**

**7.1 Chair Ron Faulkner and Vice Chair Walter Trachsel - IPM Partnership Presentation**

Ron Faulkner, Deputy Mayor of the Town of Minto and Chair of the International Plowing Match presented the event to Council, including the history, background, activities and marketing strategies, as well as the economic development impacts. The event needs support in the form of volunteers, sponsorships, picnic tables, etc.

**Resolution # 16-239**

**Moved By** Councillor Sammut

**Seconded By** Councillor Duncan

**Be it resolved that** Council receives the 2016 International Plowing Match and Rural Expo partnership presentation by Chair Ron Faulkner.

**Carried**

**7.2 David O'Connell - Ontario Clean Water Agency Presentation**

David O'Connell, Business Development Manager for the Ontario Clean Water Agency (OCWA) began by introducing Karen Lorente, Regional Hub Manager and Scott Craggs, Operations Manager. The presentation consisted of an overview of OCWA, agency services, and partnership components.

**Resolution # 16-240**

**Moved By** Councillor Brennan

**Seconded By** Councillor Sammut

**Be it resolved that** Council receives the presentation from David

O'Connell, Karen Lorente, and Scott Craggs of the Ontario Clean Water Agency regarding its services.

**Carried**

**7.3 Christina Doracin - Blue Imp Recreational Products - Victoria Park Expansion Presentation**

Christina Doracin of Blue Imp Recreational Products gave a history on the family owned company. A presentation on the proposed Victoria Park playground ensued, including safety and accessibility features as well as the play value for all ages. The vision of the committee that chose the configuration was to have a park that is enjoyable for all, and that would be an attraction for people in surrounding communities to visit as well.

**Resolution # 16-241**

**Moved By** Councillor Duncan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the presentation from Christina Doracin of Blue Imp Recreational Products regarding the Victoria Park Expansion playground equipment.

**Carried**

**8. Reports**

**8.1 Recreation**

**8.1.1 Manager of Parks and Recreation - Victoria Park Playground Expansion – Canada 150 Grant**

**Resolution # 16-242**

**Moved By** Councillor Duncan

**Seconded By** Councillor Brennan

**Be it resolved that** Council accepts the Blue Imp playground proposal “option #4 in the amount of \$169,754.39 + HST as part of the Town’s commitment for the Canada 150 grant & expansion of the Victoria Park Playground in Hillsburgh.

**And that** Council releases the capital funding of \$150,000 for this project;

**And further that** Council approves allocating \$24,047.39 in extra funding from cash in lieu parkland reserve to cover \$19,754.39 +

HST budget overage for the playground and \$4,293.00+HST wood border quote from McKinnon Tim-Br Mart.

**Carried**

**8.1.2 Manager of Parks and Recreation - Accessibility Renovations  
HCC**

**Resolution # 16-243**

**Moved By** Councillor Smith

**Seconded By** Councillor Duncan

**Be it resolved that** Council accepts the Riley Manufacturing quote of \$6,500 + HST to renovate Dressing Room with new benches in Dressing Room 1 and 2 that offer Accessible benches in both dressing rooms.

**And that** Council approve the accessible removable flooring from Dressing Room #2 to the ice surface at a cost of \$3,000 + HST for a total project cost of \$9,500 + HST to be funded from the County of Wellington grant for accessibility renovations.

**Carried**

**8.1.3 Manager of Parks and Recreation - Erin Lions Park Capital  
upgrades**

**Resolution # 16-244**

**Moved By** Councillor Brennan

**Seconded By** Councillor Sammut

**Be it resolved that Council** receive this report as information and an update for the playground upgrades at Lions Park in Erin.

**Carried**

**8.1.4 Manager of Parks and Recreation - Heritage Park Structure  
Project**

**Resolution # 16-245**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that Council** consider allocating up to \$15,000 plus HST in funding from the cash in lieu parkland reserve to assist in rebuilding the gazebo at Heritage Park in Hillsburgh including repairs and upgrades to lighting and stage at the rear of the park.

**And that** Council directs staff to partner with the Hillsburgh Lions Club to have this structure built by community volunteers.

**Carried**

## **8.2 Building/Planning/By-Law**

### **8.2.1 Sarah Wilhelm, Senior Planner - 2016 Planning Report D14 KIR June 7-16**

**Resolution # 16-246**

**Moved By** Councillor Sammut

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the 2016 Planning Report, regarding zoning amendment application D14 Z16-01, to permit an accessory dwelling unit within an existing accessory building;

**And that** Council will consider the amending by-law during the By-law portion of this agenda.

**Carried**

### **8.2.2 Building and Planning Assistant - Conditional Site Plan Approval, D15-SP03-16 Part Lot 19, Registered Plan 768 Part 1 - Burnside**

**Resolution # 16-247**

**Moved By** Councillor Sammut

**Seconded By** Councillor Duncan

**Be it resolved that** Council approves the site plan submitted by J.C.D.M Enterprises Ltd. prepared by Van Harten Surveying Inc. as it relates to Part Lot 19, Registered Plan 768 subject to the conditions of Appendix 1;

**And that** Council hereby grants a reduction of securities required for this application only after the by-law has been amended to reflect a change in the amount of securities required for these applications.

**Carried**

### **8.2.3 Building and Planning Assistant - Conditional Site Plan Approval, D15-SP04-16 44 Erin Park Drive, Plan 814 Part Block 7, Part 5 - Gambino**



**Resolution # 16-248****Moved By** Councillor Brennan**Seconded By** Councillor Sammut**Be it resolved that** Council approves the site plan submitted by Giovanni Gambino as it relates to development of 44 Erin Park Drive subject to the conditions of Appendix 1.**Carried****8.2.4 Chief Building Official - Building Permit Activity Report****Resolution # 16-249****Moved By** Councillor Smith**Seconded By** Councillor Brennan**Be it resolved that** Council hereby receives Building Department Building Activity Report dated June 7, 2016 for information.**Carried****8.2.5 Chief Building Official - Demolition Report – 5197 Fourth Line, Concession 5 Part Lot 8 and 9****Resolution # 16-250****Moved By** Councillor Sammut**Seconded By** Councillor Duncan**Be it resolved that** Council hereby receives Building Department Demolition Report, dated June 7, 2016, regarding the application for demolition permit to demolish a single residential dwelling located at 5197 Fourth Line, Town of Erin, Assessment Roll No. 23 16 000 004 00600 0000;**And that** Council hereby approves the issuance of the demolition permit.**Carried****8.3 Fire and Emergency Services****8.3.1 Fire Chief - April 2016 Monthly Fire Report****Resolution # 16-251****Moved By** Councillor Brennan**Seconded By** Councillor Sammut**Be it resolved that** Council receives the April 2016 Monthly Fire Report.**Carried**

## 8.4 Finance

### 8.4.1 Deputy Treasurer - Approval of Accounts

**Resolution # 16-252**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

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

**Carried**

## 8.5 Administration

### 8.5.1 Clerk - Compliments and Complaints Policy

**Resolution # 16-253**

**Moved By** Councillor Smith

**Seconded By** Councillor Sammut

**Be it resolved that** Council hereby receives and approves the Compliments and Complaints Policy & Procedure report and authorizes staff to implement the policy and place it on the Town's website.

**Carried**

## 8.6 Committees

### 8.6.1 Appoint Public Liaison Committee - Urban Centre Wastewater Servicing Schedule C Municipal Class Environmental Assessment

**Resolution # 16-254**

**Moved By** Councillor Brennan

**Seconded By** Councillor Sammut

**Be it resolved that** Council hereby appoints the following members to the Public Liaison Committee regarding the Urban Centre Wastewater Servicing Schedule C Municipal Class Environmental Assessment:

Nancy Shoemaker (Bruce Donaldson - Alternate)

Dave Doan

Don Fysh (Melodie Rose - Alternate)

Lloyd Turbitt (Donna Revell - Alternate)

Erik Mathisen

Jamie Cheyne

Jay Mowat

Josie Wintersinger

Justin Morrow  
 Linda Rosier  
 Maurizio Rogato  
 Roy Val  
 Valerie Bozanis  
 As well as representatives from:  
 Triton Engineering  
 Ainley Group  
 Hardy Stevenson

**Carried**

**8.6.2 Economic Development Committee - April and May Meeting Minutes**

**Resolution # 16-255**

**Moved By** Councillor Sammut

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the Economic Development Committee minutes from April 13 and May 10, 2016.

**Carried**

**8.6.3 Let's Get Hillsburgh Growing - April Meeting Minutes**

**Resolution # 16-256**

**Moved By** Councillor Duncan

**Seconded By** Councillor Sammut

**Be it resolved that** Council receives the Let's Get Hillsburgh Growing Committee April 21, 2016 meeting minutes.

**Carried**

**8.6.4 Heritage Committee - April 18, 2016 Meeting Minutes**

**Resolution # 16-257**

**Moved By** Councillor Sammut

**Seconded By** Councillor Brennan

**Be it resolved that** Council receives the Heritage Committee April 18, 2016 meeting minutes.

**Carried**

**9. New Business**

Councillor Brennan informed Council that he received a letter of comment from a resident at the Halton Crushed Stone Pit Expansion meeting held June 6, 2016 and was asked to share it with Council. The letter was then circulated to Council members.

**10. Correspondence****Resolution # 16-258**

**Moved By** Councillor Brennan

**Seconded By** Councillor Sammut

**Be it resolved that** Council receives the correspondence items for information.

**Carried**

**10.1 Activity List**

Council directed that the item directed Nov 3, 2015 regarding the strategic meeting to address economic challenges be removed from the list.

**10.7 Town of Shelburne - Resolution regarding Autism Spectrum Disorder****Resolution # 16-259**

**Moved By** Councillor Sammut

**Seconded By** Councillor Duncan

**Be it resolved that** Council supports the Town of Shelburne's resolution regarding cutbacks to behavioural therapy for children affected by Autism Spectrum Disorder.

**Carried**

**10.8 Township of Wellington North - Resolution regarding the ban of door to door sales in the home service sector****Resolution # 16-260**

**Moved By** Councillor Smith

**Seconded By** Councillor Sammut

**Be it resolved that** Council supports the Township of Wellington North resolution dated May 16, 2016 regarding the ban of door to door sales in the home service sector.

**Carried**

**11. Closed Session****Resolution # 16-261**

**Moved By** Councillor Brennan

**Seconded By** Councillor Sammut

**Be it resolved that** Council adjourns the meeting to proceed into a closed session at the hour of 4:08 pm to discuss the matter(s) under the following exemptions in the Municipal Act S. 239 (2) pertaining to:

f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 1. Animal By-law 2. Hillsburgh Firehall

(b) personal matters about an identifiable individual, including municipal or local board employees; 3. Complaint

**Carried**

**12. Return from Closed Session**

**12.1 Motion to Reconvene**

**Resolution # 16-262**

**Moved By** Councillor Duncan

**Seconded By** Councillor Brennan

**Be it resolved that** the meeting be reconvened at the hour of 5:30PM.

**Carried**

**12.2 Report Out**

None.

**13. By-Laws**

**Resolution # 16-263**

**Moved By** Councillor Duncan

**Seconded By** Councillor Smith

**Be it resolved that** By-Law numbers 16–33 to 16-35 inclusive, are hereby passed.

**Carried**

**14. Notice of Motion**

None.

**15. Adjournment**

**Resolution # 16-264**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** the meeting be adjourned at the hour of 5:31PM.

**Carried**

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Mayor Allan Alls

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Clerk Dina Lundy

## REQUEST TO BE A DELEGATION BEFORE COUNCIL



Council meetings are held the first Tuesday of each month at 1:00 pm and the third Tuesday of each month at 7:30 pm, unless otherwise posted. Please note that there is only one meeting during July and August. The Requests to appear before Council must be received in writing by the Clerk NO LATER than noon of the WEDNESDAY immediately preceding the scheduled Council meeting complete with a copy of the presentation materials as detailed in the delegation protocol on page 2. This form must be complete and legible in order to be accepted. The Clerk will evaluate this request, and assign a presentation date once it has been deemed appropriate.

**MEETING DATE BEING REQUESTED:**

June 21, 2016

1<sup>st</sup> Choice

2<sup>nd</sup> Choice

Jon Hebden, MPAC

Name of delegate(s) or group representative

Group Delegation Represents

**PURPOSE OF DELEGATION (PLEASE ATTACH FULL PRESENTATION):**

Delivering the 2016 Assessment Update

**DESIRED ACTION OF COUNCIL THAT YOU ARE SEEKING:**

information sharing/exchange only

**CONTACT INFORMATION:**

Name: Jon Hebden  
 Address: c/o MPAC  
 Phone: 519-573-6722 E-Mail: jon.hebden@mpac.ca

Once a date and time has been established, the Clerk's Department will contact you by phone, fax or e-mail. Please ensure you receive confirmation, and follow up with the Clerk if you have not.

I have read the excerpt from the Town of Erin Procedural By-Law (on page 2 of this form), and understand that the information contained herein, including any attachments, will become public documents, included in the meeting agendas, and posted on the Town website.

I also understand that my presentation and any supporting documentation must be submitted with this delegation form and typed or legibly written, in order for this form to be accepted. The completed form and attachments may be submitted by e-mail to [dina.lundy@erin.ca](mailto:dina.lundy@erin.ca). ALL submissions must be received by the Clerk no later than 12:00 pm on the WEDNESDAY immediately preceding the meeting.

I also understand that if any correspondence relating to this request contains obscene or improper matters, language, or does not meet the requirements of the delegation protocol, the Clerk shall decide whether it should be included in the agenda for a Council meeting and if not, I will be notified.

*Jon Hebden*  
 Signature of Applicant

June 14, 2016

Date

Your name, address, comments, and any other personal information is collected and maintained for the purpose of creating a record available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended. Questions about this collection should be directed to the Clerk, The Corporation of the Town of Erin, 5684 Trafalgar Road, Hillsburgh, ON NOB 1Z0. Call: (519) 855-4407 Ext 233 or Toll Free 1-877-818-2888  
 Fax: (519) 855-4821 E-mail [dina.lundy@erin.ca](mailto:dina.lundy@erin.ca) Website: [www.erin.ca](http://www.erin.ca)





MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

# Delivering the 2016 Assessment Update

Town of Erin  
June 21, 2016

Jon Hebden, Account Manager  
Municipal & Stakeholder Relations



# PROPERTY ASSESSMENT & PROPERTY TAXES

The Ontario  
Property  
Taxpayer



**The Municipal Property Assessment Corporation** determines Current Value Assessments and classifications for all properties in Ontario.

**The Provincial Government** passes legislation, sets assessment policies and determines education tax rates. The Province also operates an independent assessment appeal tribunal – the Assessment Review Board (ARB).

**Municipalities** determine revenue requirements, set municipal tax rates and collect property taxes to pay for your municipal services.



Police and  
fire protection



Roads, sidewalks,  
public transit

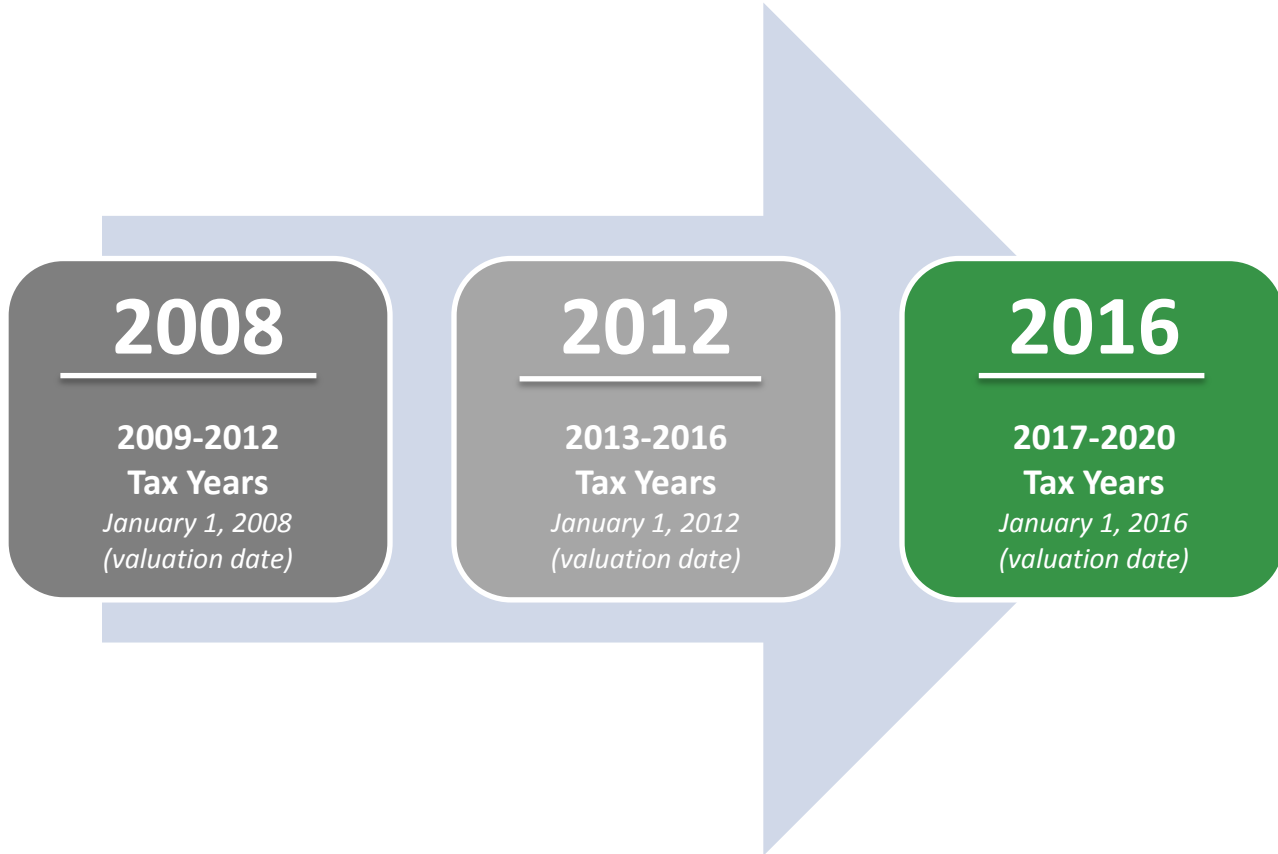


Waste  
management



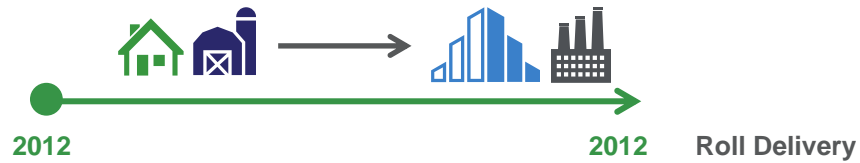
Parks & leisure  
facilities

# ONTARIO'S ASSESSMENT CYCLE

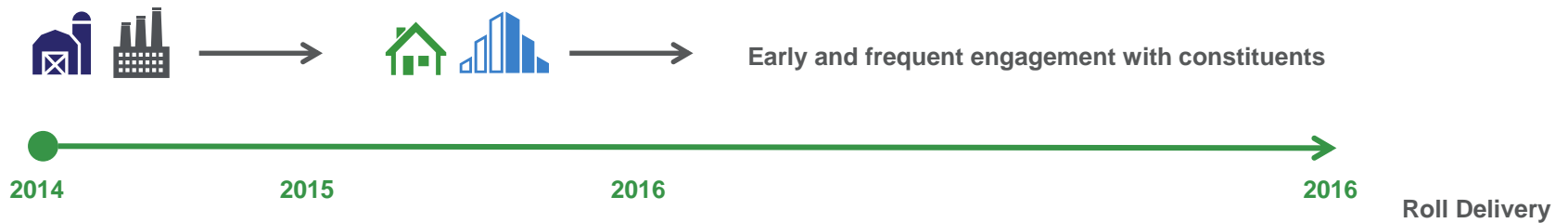


# 2016 ASSESSMENT UPDATE

## 2012 ASSESSMENT UPDATE



## 2016 ASSESSMENT UPDATE



# DATA COLLECTION & PREPARATION

## Building permits

Sales reviews

Site variable update project

## Farm forestry exemptions reviews

Requests for Reconsideration

## Severances and Consolidations

Data integrity checks

MPAC initiated reviews

## Process controls

Tax and Vacancy Applications

## Municipal Requests

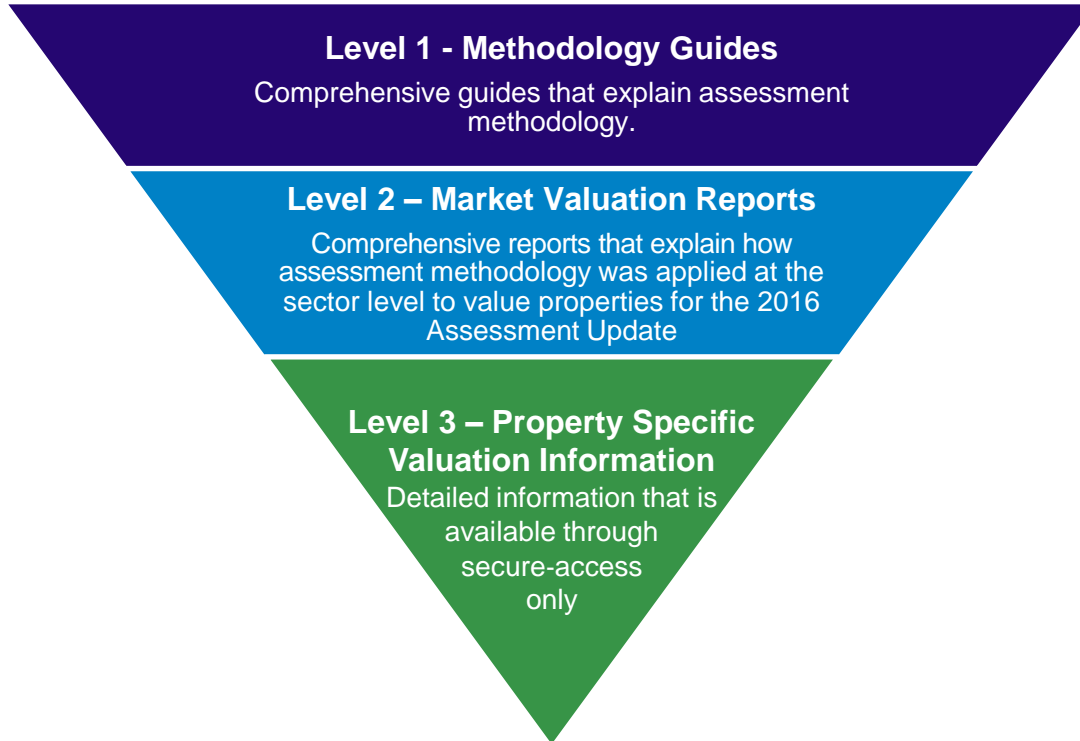
Appeals

Property Owner Enquiries

Town of Erin  
Data Touch Points  
**1,908**



# TRANSPARENCY AND SHARED UNDERSTANDING



# BENEFITS OF ADVANCED DISCLOSURE

## Benefits for municipalities:

✓ Improved roll predictability and stability

✓ Improved risk analysis

✓ No surprises

✓ Opportunity to provide feedback

## Benefits for property taxpayers:

✓ Increased satisfaction and confidence

✓ Easy access to property information

✓ No surprises

✓ Opportunity to provide feedback

# 2016 PROPERTY ASSESSMENT NOTICES



Residential property owners will receive their Property Assessment Notices starting **July 25th**



Farm Property Assessment Notices will be mailed **October 11th**



Multi-Residential and Business Notices will be mailed **October 18th**

**THE NEW ASSESSMENTS WILL SERVE AS THE BASIS FOR  
CALCULATING PROPERTY TAXES FOR 2017 – 2020**



# 2016 ASSESSMENT UPDATE

## The Residential Experience

---





# 2016 PROPERTY ASSESSMENT NOTICE

## Assessment Overview

- ✓ Assessed Value as of January 1, 2016
- ✓ Assessed Value as of January 1, 2012
- ✓ Change between 2012 and 2016

## How will my municipality use MPAC's property assessment?

- ✓ Explanation of phase-in provision (Assessment Act)
- ✓ Property Classification
- ✓ Phase in Assessed Values (2017-2020 tax years)
- ✓ Request for Reconsideration Deadline (by tax year)

**mpac** MUNICIPAL PROPERTY ASSESSMENT CORPORATION

JACKSON JASON  
ABC PARTS LIMITED  
200 MAIN STREET  
UNIT 5000  
11 FLOOR  
ANYWHERE ON M4K 1B3

Issue Date:  
April 4, 2016

1234567890

**THIS IS NOT A TAX BILL**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing more than five million properties in Ontario in compliance with the Assessment Act and regulations set by the Government of Ontario.

**MPAC's updated value of your property is \$228,000**

**Account Information:**

Roll Number	12 34 567 899 12345 1234
AboutMyProperty™ Access Key	ABCD EFGH IJKL
Your property's location and description	500 Dyme Rd. PLAN169 BLK 1 PT LOT4
Municipality	Ottawa City
School support	English-Public

**Assessment overview:**

MPAC's assessed value of your property as of January 1, 2016	\$228,000
MPAC's assessed value of your property as of January 1, 2012	\$162,000
Between 2012 and 2016, your property's assessed value changed by	\$66,000

If you disagree with MPAC's assessment or classification, you can file a Request for Reconsideration and MPAC will review your assessment.

**How will my municipality use MPAC's property assessment?**

Under the phase-in provision in the Assessment Act, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2017 to 2020 property taxes as illustrated below.

Property Classification:	Residential	Request for Reconsideration Deadline
Tax Year	Assessed Value	
2016	\$162,000	
2017	\$178,500	August 1, 2016
2018	\$195,000	March 31, 2018
2019	\$211,500	March 31, 2019
2020	\$228,000	March 31, 2020

To learn more about how your property was assessed, see the information on page two of this Notice. For more information on the Request for Reconsideration process, market trends in your area, property assessment and taxation, visit [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca).

Page 1 of 2

**Property Assessment Notice**

For the 2017 to 2020 property taxation years

**This Property Assessment Notice has important information for you as a property owner.**

Please review it and file it away for your records.

**No action is required** unless you disagree with your assessment.

**CONTACT US**

1.866.296-MPAC (6722)  
TTY 1.877.889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

If you have accessibility needs, please call us for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

**AboutMyProperty.ca**

Issue Date

2016 Assessed Value

Account Information

- ✓ Roll Number
- ✓ AboutMyProperty™ Login
- ✓ Location, description, municipality and school support

Contact Us

# 2016 PROPERTY ASSESSMENT NOTICE

Property Details ←

### How does MPAC assess my property?

Roll Number: 12 34 567 899 12345 1234

#### Property summary:

Property type: Single Family Dwelling  
Property information: Frontage: 54.23 feet  
Depth: 150.00 feet  
Lot area: 8,100.00 square feet  
Building – exterior square footage: 1,053 square feet  
Year of construction: 1974

For residential properties, there are five major factors that generally account for 85% of your property value.

- Location
- Age of the property, adjusted for any major renovations or additions
- Lot dimensions
- Quality of construction
- Living area

To establish your property's assessed value, MPAC analyzes property sales in your area. This method, called Current Value Assessment, is used by most assessment jurisdictions in North America. MPAC's assessments and data are also used by banks, insurance companies and the real estate industry.

### Have questions about your assessment?

Log on to AboutMyProperty™ to learn more...

Visit [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) to learn more about how your property was assessed, see the information we have on file, as well as compare it to others in your neighbourhood. Still not sure about your property's assessed value? You have the option to file a Request for Reconsideration. Your deadline to file a Request for Reconsideration is on page one of this Notice.

Log on to [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) with your Roll Number and Access Key. These are found on page one of this Notice.

#### Still have questions?

We're here to help. Contact us and one of our property assessment experts will help guide you through your Notice. Have a question about your property taxes? Contact your municipality for assistance.

### Ontario's property assessment system



How does MPAC assess my property?

✓ Five major factors affecting residential values

Have questions about your assessment?

✓ Login to AboutMyProperty™

← Ontario's property assessment system

# CHANGES TO FILING A REVIEW (BILL 144)

**mpac** MUNICIPAL PROPERTY ASSESSMENT CORPORATION  
1224507000  
JACKSON JASON  
ASC SERVICES LIMITED  
200 MAIN STREET  
UNIT 8000  
11 FLOOR  
ANNARBOR ON N44 3B3

Issue Date:  
April 4, 2016

For the 2017 to 2020  
property taxation years

**Property Assessment Notice**

**THIS IS NOT A TAX BILL**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing more than five million properties in Ontario in compliance with the Assessment Act and regulations set by the Government of Ontario.

**MPAC's updated value of your property is \$228,000**

Account Information:  
Roll Number: 12 34 567 899 12345 1234  
**AboutMyProperty™ Access Key**: ABCD EFGH IJKL  
Your property's location and description: 900 Dymers Rd., PLANTER BLDG S, PT 024  
Municipality: Ottawa City  
School support: English-Public

**Assessment overview:**  
MPAC's assessed value of your property as of **January 1, 2016**: \$228,000  
MPAC's assessed value of your property as of **January 1, 2012**: \$162,000  
Between **2012 and 2016**, your property's assessed value changed by \$66,000

If you disagree with MPAC's assessment or classification, you can file a Request for Reconsideration and MPAC will review your assessment.

**How will my municipality use MPAC's property assessment?**  
Under the phase-in provision in the Assessment Act, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2017 to 2020 property taxes as illustrated below.

Property Tax Year	Residential Assessed Value	Request for Reconsideration Deadline
2016	\$162,000	August 1, 2016
2017	\$178,500	March 31, 2018
2018	\$195,000	March 31, 2019
2019	\$211,500	March 31, 2020
2020	\$228,000	March 31, 2020

To learn more about how your property was assessed, see the information on page two of this notice. For more information on the Request for Reconsideration process, market trends in your area, property assessment and taxation, visit [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca).

**CONTACT US**  
1 800 296-MPAC (6722)  
TTY: 1 877 698-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.  
If you have accessibility needs, please call us for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)  
**About My Property.ca**

Page 1 of 2

- Residential property owners have **120 days** from the **Issue Date** of their Property Assessment Notice to file a Request for Reconsideration (RfR)
- The RfR deadline for **the Town of Erin** is **November 22nd**
- The **Issue Date** and **RfR deadline** are included on the Notice
- The early delivery of Assessment Notices and a 120-day RfR deadline will allow RfRs to be processed before Assessment Rolls are sent to municipalities – greater stability and accuracy





# HOW CAN I LEARN MORE ABOUT MY ASSESSMENT?

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MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

The screenshot shows the AboutMyProperty.ca website. At the top left is the logo with the tagline "YOUR PROPERTY. OUR ASSESSMENT. KNOW MORE ABOUT IT." and a navigation menu with links for Home, Market Trends, Tutorials, How Assessment Works, and Contact Us. The main content area is divided into three sections: 1. A large orange speech bubble with a white question mark, titled "QUESTIONS ABOUT PROPERTY ASSESSMENT?" with a "LEARN MORE" link. 2. A "Login to AboutMyProperty™" section with fields for "User ID" and "Password", and buttons for "Register" and "Login". 3. Two smaller sections: "MARKET TRENDS" featuring a map with a yellow circle containing "2%" and a "READ MORE" link, and "HOW ASSESSMENT WORKS" featuring an image of interlocking gears and a "READ MORE" link.

Through **AboutMyProperty™** property owners can:

- ✓ Access information on how their property was assessed
- ✓ Compare their assessment to others in their community
- ✓ Learn more about property values through Market Trends (available before login)

Login information is included on every Notice mailed.



# RESOLVING ASSESSMENT CONCERNS

**STEP 1: Ask yourself:** “could I have sold my property for the assessed value on January 1, 2016?”



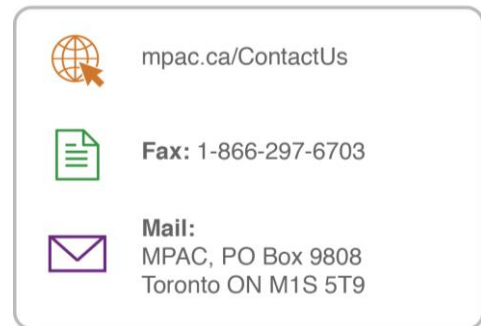
**STEP 2: Visit [aboutmyproperty.ca](http://aboutmyproperty.ca)** to review the information MPAC has on file for your property.



**STEP 3: Contact MPAC**

OR

**STEP 4: File a Request for Reconsideration**



**STEP 5: File an **appeal** with the Assessment Review Board**

# MUNICIPAL AND STAKEHOLDER OUTREACH AND ENGAGEMENT

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MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION





- **Redesigned Municipal Connect™** launched April 4
  - Increased transparency
  - Improved stability and predictability in the municipal tax base
  - Modern and flexible way to access assessment information
- **Access to 2016 base year values** (2017-2020 tax years)
  - Support municipal understanding of assessed values
  - Early consultation/discussion for greater roll stability
  - Insight into assessment at risk





Condominiums

Your Condo.  
Our Assessment.  
Know More About It.



Farmland Properties

Your Farm.  
Our Assessment.  
Know More About It.



Waterfront Properties

Your Waterfront Home.  
Our Assessment.  
Know More About It.



Residential Properties

Your Home.  
Our Assessment.  
Know More About It.



Newly Built Homes

Your Newly Built Home.  
Our Assessment.  
Know More About It.



To support municipalities in their communication efforts regarding the 2016 province-wide Assessment Update, MPAC has prepared a fully customizable toolkit that includes:

- Contact information for Municipal and Stakeholder Relations representatives
- Key Messages and Frequently Asked Questions
- Information regarding changes to Property Assessment Notices and Notice Mailing Dates
- Changes regarding Requests for Reconsideration
- Written Material for Print or Web
- Social Media Materials
- Highlights on AboutMyProperty and Municipal Connect
- Links/references to other resources including:
  - MPAC's full suite of brochures (links to [mpac.ca](http://mpac.ca))
  - Videos (will be housed on MPAC's YouTube Channel)
  - Buckslip for insertion in municipal tax bills (editable)





# PRELIMINARY MARKET TRENDS

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MUNICIPAL  
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ASSESSMENT  
CORPORATION

**Market Trends™**

PLACE

Enter the name of a neighbourhood or municipality **GO**

**Learn more about the market trends in your neighbourhood through MarketSnapshot.**

This report provides information on residential sale prices trends in neighbourhoods and municipalities across Ontario.



## London

### Property values up 1.5% in London

Residential property owners will see an average assessment increase of approximately 1.5% in 2017.

### Condominium values in London

The assessed value of a typical condominium is \$125,000.

### Value of a typical home

The assessed value of a typical residential home in London is \$265,000.

### More about London

Located between Windsor and Toronto along the Highway 401 corridor and just north of Lake Erie, London is the fifth largest city in Ontario. It is home to the University of Western Ontario and Fanshawe College and has a stable residential market. London is the economic, entertainment and cultural hub of the region.

Notices mailed April 18, 2016

How to read this map

Download



# RESIDENTIAL MARKET TRENDS

	Ontario		Wellington County		Erin	
Property Type	% Change	Typical Value	% Change	Typical Value	% Change	Typical Value
Residential	4.5		3.4		2.2	
Single Family Home	4.7	\$386,000	3.4	\$396,000	2.3	\$522,000
Condominium	2.8	\$298,000	3.3	\$233,000	3.0	\$147,000

*Preliminary Values as of June 1, 2016.*

*Median 2016 base year assessment and median % change from 2016 tax year to 2017 tax year*

# BASE YEAR CHANGE (2012 to 2016)

Municipality	\$ Change Single Family Home	\$ Change Condominium
Erin	\$41,000	\$16,000
Wellington County	\$44,000	\$24,000

*Median change in assessed value between base valuation years (2012 to 2016) as of June 1, 2016.*

We are here to help. Contact MPAC with any questions you may have regarding your property assessment.

**CALL** our Customer Contact Centre 1 866 296-MPAC (6722)  
1 877-889-MPAC (6722) TTY

**ONLINE** at [mpac.ca](http://mpac.ca)

**VISIT** a local field office

**WRITE** to P.O. Box 9808, Toronto ON M1S 5T9

**FAX** 1 866 297 6703

If you have accessibility needs, please let us know how we can best accommodate you



# QUESTIONS?

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MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

# REQUEST TO BE A DELEGATION BEFORE COUNCIL



Council meetings are held the first Tuesday of each month at 1:00 pm and the third Tuesday of each month at 7:30 pm, unless otherwise posted. Please note that there is only one meeting during July and August. The Requests to appear before Council must be received in writing by the Clerk NO LATER than noon of the WEDNESDAY immediately preceding the scheduled Council meeting complete with a copy of the presentation materials as detailed in the delegation protocol on page 2. This form must be complete and legible in order to be accepted. The Clerk will evaluate this request, and assign a presentation date once it has been deemed appropriate.

### MEETING DATE BEING REQUESTED:

JUNE 21<sup>st</sup>, 2016  
1<sup>st</sup> Choice

JULY 12, 2016  
2<sup>nd</sup> Choice

ROD FINNIE  
Name of delegate(s) or group representative

ROBIN WILLIAMSON & GLENN PATTISON  
Group Delegation Represents

### PURPOSE OF DELEGATION (PLEASE ATTACH FULL PRESENTATION):

REVIEW DECISION OF TECHNICAL COMMITTEE RE ENTRANCE FOR PROPOSED SEVERANCE

### DESIRED ACTION OF COUNCIL THAT YOU ARE SEEKING:

ALLOW EXISTING ENTRANCE TO BE WIDENED AND USED AS SEPARATE ENTRANCES FOR BOTH SEVERED & RETAINED PARCELS.

### CONTACT INFORMATION:

Name: ROD FINNIE  
Address: P.O. Box 31, ERIN ON NOBITA  
Phone: 519-833-2380 E-Mail: rfinnie@jrfinnie.com

Once a date and time has been established, the Clerk's Department will contact you by phone, fax or e-mail. Please ensure you receive confirmation, and follow up with the Clerk if you have not.

I have read the excerpt from the Town of Erin Procedural By-Law (on page 2 of this form), and understand that the information contained herein, including any attachments, will become public documents, included in the meeting agendas, and posted on the Town website.

I also understand that my presentation and any supporting documentation must be submitted with this delegation form and typed or legibly written, in order for this form to be accepted. The completed form and attachments may be submitted by e-mail to [dina.lundy@erin.ca](mailto:dina.lundy@erin.ca). ALL submissions must be received by the Clerk no later than 12:00 pm on the WEDNESDAY immediately preceding the meeting.

I also understand that if any correspondence relating to this request contains obscene or improper matters, language, or does not meet the requirements of the delegation protocol, the Clerk shall decide whether it should be included in the agenda for a Council meeting and if not, I will be notified.

Rod Finnie  
Signature of Applicant

MAY 26, 2016  
Date

Your name, address, comments, and any other personal information is collected and maintained for the purpose of creating a record available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended. Questions about this collection should be directed to the Clerk, The Corporation of the Town of Erin, 5684 Trafalgar Road, Hillsburgh, ON NOB 1Z0. Call: (519) 855-4407 Ext 233 or Toll Free 1-877-818-2888  
Fax: (519) 855-4821 E-mail [dina.lundy@erin.ca](mailto:dina.lundy@erin.ca) Website: [www.erin.ca](http://www.erin.ca)



*J. R. Finnie O.L.S.* ~~~~~  
 Box 31,  
 Erin, ON N0B 1T0  
 ph (519) 833-2380  
 fax (519) 833-0208  
 email: rfinnie@jrfinnie.com

26 May 2016

To the Mayor and Council  
 Town of Erin

Gentlemen;

We are in front of you today to ask that you instruct staff to prepare a letter of clearance for Condition 9 of Severance Application B120/15.

Nine Sideroad is unique in that it only goes from Trafalgar Road to the Sixth Line, and is travelled primarily by those people that live on Nine Sideroad. Residents living on the Sixth Line can either travel north to reach WR 124 or south to reach WR 50, so there is very little traffic on the road. I have asked the roads department if they have done any traffic counts on this road, but at the time of writing, did not yet have an answer.

We prepared a road profile plan for the proposed entrance for this severance, and are using an enlarged existing entrance which we propose to split in two. The Town had previously indicated that this entrance was acceptable at the time it was created.

However, the sight line distance which we calculated from the road profile we created (see Attachment 1) is only 151 metres to the east, which is less than the 165 metres required in Bylaw 10-47. Note that the bylaw in clause 8 does indicate that the table of distances provided is conservative.

We also draw your attention further along in clause 8, the last paragraph, where it says: "Where sufficient sight distance cannot be achieved, consideration may be given for a substandard entrance location. The owner will be required to pay the Town for the installation of appropriate warning signs or provide other improvements as deemed necessary by the Superintendent to achieve standards of safety at the proposed entrance."

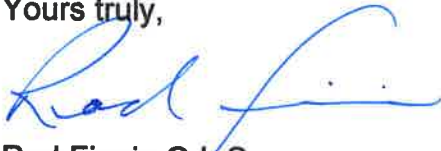
To give an idea of how much allowing this entrance will affect safety, let me do a little math. The design speed is 60 km/hr., or 60,000 metres/hour. This is the same as 1000 metres per minute, or 16 metres per second. By allowing this entrance to be used you are reducing the reaction time for stopping by a vehicle travelling westbound by less than one second.

My clients are willing to pay for the installation of a sign cautioning about the existence of a hidden driveway if that will be sufficient to allow staff to clear the condition. I would point out that the existing entrance has been in existence for over 20 years and to my knowledge there has never been an accident at the entrance.

We appreciate you taking the time to consider this application, and trust that you will agree with the proposal we have made to allow the severance to proceed while taking into consideration the safety of the travelling public.

We would be pleased to try and answer any questions that you might have.

Yours truly,

A handwritten signature in blue ink, appearing to read "Rod Finnie". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rod Finnie O.L.S.



## Staff Report

**Report #:** BD2016-20

**Date:** June-21-16

**Submitted By:** **Jessica Wilton –Building and Planning Assistant**

**Subject:** **Part Lot 10, Concession 7 Entrance for proposed severance B120/15**

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### Recommendations:

**Be it resolved that** Council hereby receives Building and Planning Department Report, dated June 21, 2016, regarding the delegation to Council for an entrance to be approved for severance application B120/15, 9330 Sideroad 9, Town of Erin, Assessment Roll No. 23 16 000 004 00620 0000;

**And that** Council supports the recommendation to uphold entrance requirements, which would not allow for the proposed entrance on this application.

### Background:

The owners of 9330 Sideroad 9 applied for a severance at the County of Wellington Land Division on December 3, 2015. The application is then sent around to circulated agencies including Town of Erin. Once the application and commenting form is received, Town of Erin staff has the opportunity to comment on the proposed severance. A standard condition placed on all severance applications from the roads department is *to 'provide a survey confirming the location of the proposed entrance that should meet the standards outlined in the entrance By-law 10-47'*. This among other conditions (see attached B120/15 comments) are sent back to the County Land Division to be added as conditions on the proposed severance. There is a committee that reviews and approves these conditions, as well as an appeal period after the approval from the committee. The Town of Erin provides these conditions to make sure that a new lot is not created without an available entrance. The Town is in support of the proposed severance if they can meet all the conditions approved by the committee.

### ***Information:***

The applicants are asking for a merged entrance with the adjacent property, since there was no entrance available on the initial proposed severance that would satisfy our roads department and current by-law. With the updated entrance by-law in 2010 the existing adjacent entrance that the applicants are looking at having a merged entrance with does not

meet our current by-law. Town staff had discussed the proposed merged entrance at our tech meeting and decided that with an existing driveway that does not meet the current by-law staff does not want to add additional traffic to this entrance.

***Property Information:***

Owner: Glenn Pattison and Robin Williamson  
Legal Description: Concession 7, East Part Lot 10  
Assessment Roll No.: 23 16 000 004 00620 0000  
Official Plan Designation: Secondary Agricultural  
Zoned: Agricultural (A) Zone

**Financial Impact:**

None

**Consultation:**

Tech meeting Staff including - Interim Road Superintendent, Town Manager, Triton Engineering, Chief Building Official.

**Communications Plan:**

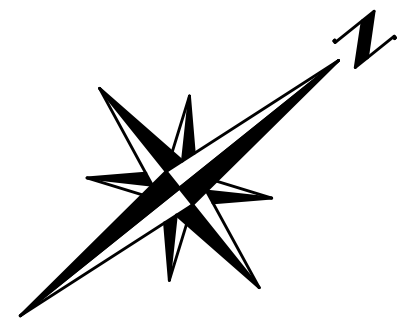
Through regular council meeting

**Conclusion:**

In conclusion, the Town of Erin staff have discussed that this is creating an unsafe entrance, and if the existing driveway does not meet our current by-law we do not want to add extra traffic coming from a driveway that could cause an accident. The reason for the conditions on a proposed severance is to ensure that the new lot being created can be developed and in order to be developed there needs to be an adequate entrance available on the lot.

**Appendices:**

Appendix I – Site plan showing proposed severance  
Appendix II –Comments from the Town sent to the County on January 18, 2016



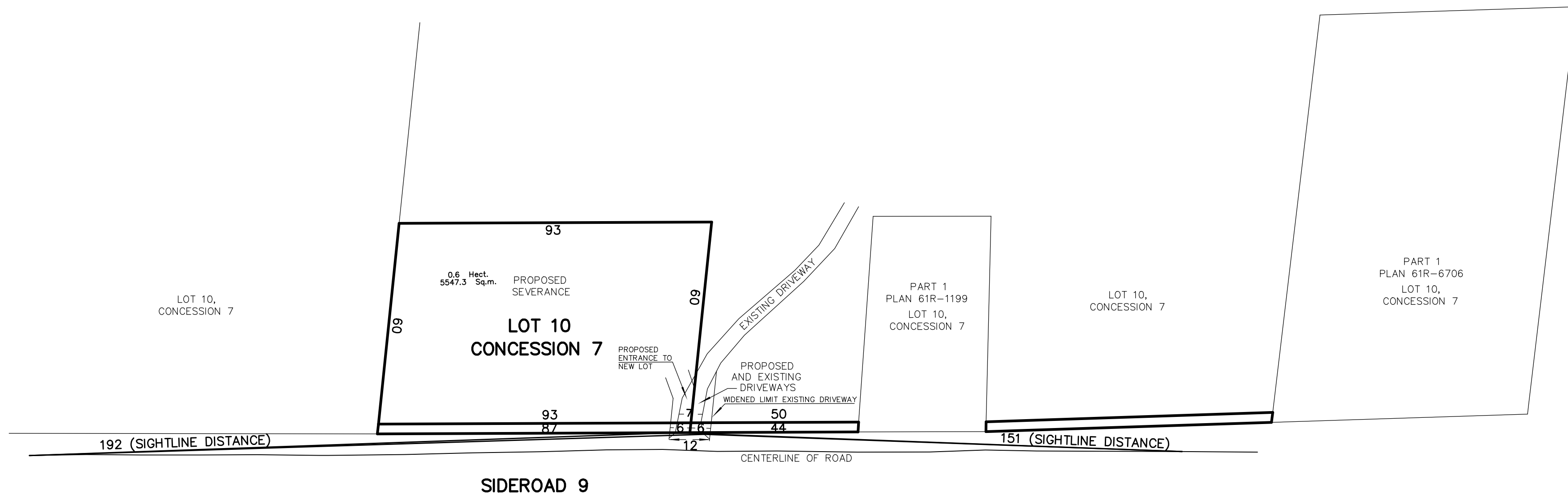
# SKETCH FOR ENTRANCE PERMIT PART OF LOT 10, CONCESSION 7 TOWN OF ERIN COUNTY OF WELLINGTON

J. R. FINNIE O.L.S.  
SCALE: 1:1000 METRIC

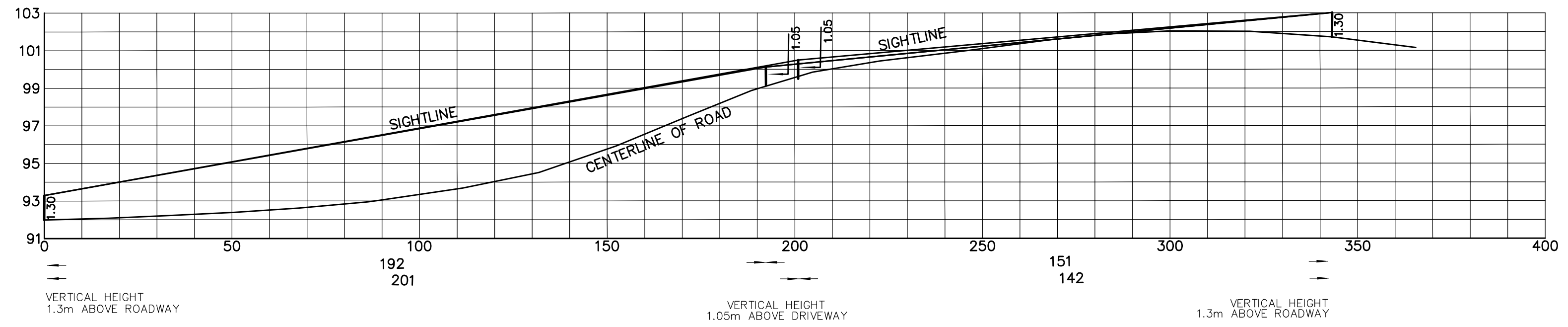


**METRIC**  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO IMPERIAL BY DIVIDING BY 0.3048.

## Appendix I



**VERTICAL REPRESENTATION OF SIGHTLINES**  
VERTICAL SCALE IS MULTIPLIED BY 5 TO CLEARLY SHOW DATA



**CAUTION**  
THIS IS NOT A PLAN OF SURVEY AND SHALL ONLY BE USED FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

**NOTES**  
INFORMATION ON THIS PLAN HAS BEEN COMPILED FROM REGISTRY OFFICE INFORMATION AND FIELD SURVEY

EXISTING DRIVEWAY TO BE DIVIDED IN TWO, AND 2.5 METRES ADDED TO EACH SIDE TO CREATE TWO NEW DRIVEWAYS

CLIENT: ROBIN WILLIAMSON & GLENN PATTISON

**J. R. FINNIE**  
ONTARIO LAND SURVEYOR  
BOX 31, ERIN ON NOB 1TO  
PH (519) 833-2380 FAX (519) 833-0208  
EMAIL: rfinnie@jrfinnie.com  
www.jrfinnie.com



**Corporation of the Town of Erin**  
**5684 Trafalgar Road**  
**RR2 Hillsburgh ON N0B 1Z0**  
**(519) 855-4407 Ext. 240 Fax: (519) 855-4281**  
**EMAIL: [jessica.wilton@erin.ca](mailto:jessica.wilton@erin.ca)**

---

## Severance Application Recommendation

**To:** County of Wellington Land Division Committee  
**From:** Jessica Wilton, Building & Planning Assistant, Town of Erin  
**Date:** January 18, 2016  
**Applicant:** Glenn Pattison & Robin Williamson  
**Location:** Part Lot 10 Concession 7  
**File:** B120/15

**Official Plan:** Secondary Agricultural  
**Zoning:** A- Agricultural

**Recommendation:** The Town of Erin relies on the County of Wellington to confirm compliance with Minimum Distance Separation Formulae.

The Town of Erin requests that the following conditions of approval be required. The Town of Erin will file clearance of these conditions with the Secretary-Treasurer of the Planning and Land Division once the conditions have been fulfilled.

1. That the owner provides written confirmation from a licensed septic installer that the existing septic system is functioning properly and the required setbacks from property boundaries are in compliance with the Ontario Building Code.
2. That the owner pay parkland dedication and satisfy any other requirements of the local municipality, financial and otherwise to which the local municipality may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands.
3. Request a 3m road widening on the severed and retained parcels, anything beyond that is beyond the control of the applicant.
4. Provide a survey confirming the location of the proposed entrance that should meet the standards outlined in the entrance by-law 10-47.
5. That the owner provide a predevelopment site drainage and grading plan to the satisfaction of the Town of Erin, denoting the existing lot elevations, proposed driveway, buildings/septic field location and existing overland flow together with proposed elevations and grading, demonstrating that drainage and grading do not impact on adjacent properties or trees noted for preservation.





## Staff Report

**Report #:** BD2016-19

**Date:** June-21-16

**Submitted By:** Carol House – Chief Building Official

**Subject:** Demolition Report – 5753 Third Line, Concession 4 Part Lot 22

---

### Recommendations:

**Be it resolved that** Council hereby receives Building Department Demolition Report, dated June 21, 2016, regarding the application for demolition permit to demolish a single residential dwelling located at 5753 Third Line, Town of Erin, Assessment Roll No. 23 16 000 006 13500 0000;

**And that** Council hereby approves the issuance of the demolition permit with the resolution from the Heritage Committee.

### Background:

Bylaw 05-57 designates the Town of Erin as an area subject to demolition control in accordance with Section 33 of the Planning Act, 1990. As noted in Section 1 of the bylaw, “no person shall demolish or otherwise remove the whole or any part of any residential property in the Town of Erin unless that person is the holder of a demolition permit issued for that residential property by the council for the Corporation of the Town of Erin under Section 33 of the Planning Act, 1990.”

### ***Proposed Demolition:***

The owner has applied for a demolition permit to demolish and remove the Single Dwelling Residential. The Building Department has received an application to construct a replacement house on the property.

### ***Information:***

The demolition permit application was received June 9, 2016.

### ***Property Information:***

Owner: Donald and Suzanne Gowland

Legal Description: Concession 4 West Part Lot 22

Assessment Roll No.: 23 16 000 004 00600 0000

Zoned: Agricultural (A) and Rural Environmental Protection (EP2) Zone

**Financial Impact:**

None

**Consultation:**

Council and Heritage Committee

**Communications Plan:**

Through regular council meeting

**Conclusion:**

The Building Department has no objection to the demolition application.

**Appendices:**

Appendix I – Site plan showing houses to be demolished

Appendix II –photos of houses proposed to be demolished

**Appendix I – Site plan showing houses to be demolished**



**Appendix II –photos of house one proposed to be demolished**

Front Elevation





Rear Elevation



Side 1 Elevation





## Staff Report

**Report #:** 2016-09R

**Date:** June-15-16

**Submitted By:** **Greg Delfosse, Road Superintendent**

**Subject:** Scott Crescent – Commencement of Road Maintenance

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### Recommendations:

**Be it resolved that** Council receives the Scott Crescent- Commencement of Road Maintenance report;

**And Further That** Council approves the recommendation to perform the necessary maintenance items and to further adopt all custodial road maintenance matters.

### Background:

On May 26<sup>th</sup>, 2016 a meeting comprised of fourteen of the residents of Scott Crescent representing 10 properties, was held with the Mayor seeking the Town's agreement that Scott Crescent should be brought to a more reasonable condition and continually maintained by the Town going forward. Based on a later email from their spokesperson, they are seeking repairs to include culvert repair/replacement, tree removal and clean-up as well as maintenance gravel. Continual seasonal and custodial maintenance would be required going forward as well, including patrols, dust suppressant and winter control.

### Financial Impact:

The total cost of forestry work, drainage and road works will amount to approximately \$7000 with the bulk of the labour being absorbed under current in-house activity. The continuing maintenance costs will be negligible based on the small size of the road. The funding can be sourced from the 2016 Operating budget.

### Consultation:

Stephen Garrod of Garrod Pickfield LLP was consulted for a legal opinion and he raised concerns about performing minor improvements while not bringing the road up to full municipal standards. There are however several examples of roads within the Town that

don't fully meet the Municipal standards and have not suffered difficulty in maintenance, or risk issues. The biggest issues are a lack of a cul-de-sac type turnaround at the end of the road as well as narrow pavement. The pavement width is the same as the neighbouring roadway on Roman Blvd.

**Communications Plan:**

Should Council approve of the plan to perform the necessary work on Scott Crescent, staff will provide notice to all residents about the schedule to perform the work by written notice delivered to their rural mailboxes.

**Conclusion:**

That Council accepts the recommendation to perform the necessary works on Scott Crescent and to provide continuous seasonal maintenance in keeping with the rest of the Town of Erin

**Appendices:**

N/A



## Staff Report

**Report #:** 2016-004-Rec

**Date:** April-8-16

**Submitted By:** **Graham Smith, Manager of Parks and Recreation Facilities**

**Subject:** Recreation Snack bar report

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### Recommendations:

**Be it resolved that** accept this report for discussion about the Centre 2000 concession operations for the 2016/2017 facility operations.

**And that** Council award the Centre 2000 concession operations for the 2016/17 to the following bidder:

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### Background:

During the 2015 budget process it was discussed that the town of Erin would no longer operate or staff the concessions in any of the town run facilities. The Facilities manager was to look into private business or individuals to manage and operate the 4 concession booths in the Town of Erin recreation facilities. The 2015/16 concessions in all facilities were contracted and operated by The Friendly Chef Adventures. A letter of non-renewal from The Friendly Chef Adventures regarding the Town of Erin concessions was received on March 12th 2016.

Because of timing restraints for the Hillsburgh Parks, the CAO approached the former company who ran the concessions at Barbour Field for the previous 13 years and asked if they would consider taking over the operations once again and consider running the concession at the Hillsburgh Community Centre. Jess for you Café was agreeable to meet all conditions of the lease and agreed to return and operate the concession at the Hillsburgh Community Centre. The CAO drafted, presented and signed the lease with Jess for you Café for Hillsburgh Parks and the Hillsburgh Community Centre.

The operations of the snack bar at Centre 2000 has had many inquiries and it was decided the best process was to advertise and accept proposals from all interested parties looking to operate the concession at Centre 2000 for the 2016/17 ice season.



We were fortunate enough to receive 3 good proposals for the operations of the snack bar at Centre 2000.

We are interested in someone who will commit to having the concessions available for Minor Hockey & AAA games, public skating, tournaments, and special facility events. Some of the key items for acceptance of the proposal should include:

- a) Financial soundness and stability of the vendor
- b) Quality of Menu and food preparation expertise
- c) Ability to provide requested services in a timely fashion for facility patrons
- d) Understanding of the nature and scope of the services being requested

The 3 proposals from local businesses will be circulated under separate cover as received for Council discussion and decision.

- 1) Jess for You Café
- 2) Kim Wrycraft (AAA Events)
- 3) Laura Cameron and Erin Brooksbank

#### **NOTES**

- 1) Jess for you Café currently operates a Café and Catering business in Hillsburgh and the has a lease with the Town of Erin for the snack bar at Barbour Field and the Hillsburgh Community Centre
- 2) Kim Wrycraft (AAA Events) was hired by the Town of Erin to manage the concession at Centre 2000 for the 2014/15 season and operates the kitchen at the Erin Legion, Caters for the Erin Lions Club dinner & AAA events
- 3) Laura Cameron and Erin Brooksbank – Laura has an extensive business background and runs a private commercial and residential cleaning business. Laura's daughter Erin worked in the Centre 2000 snack bar during the 2014/15 season and currently works for Centre 2000 for public skating and theatre events.

Because one of my relatives has put in a bid, in the interest of fairness and disclosure I would like to step aside for the discussions and decision making of these proposals. Recreation office admin staff Lisa Henderson can answer any questions relative to the direct operations of the concessions at Centre 2000.

#### **Financial Impact:**

The lease for the Centre 2000 snack bar is set at \$800 plus HST and will be reviewed again at budget time for 2017.

**Consultation:**

Through consultation with local sports organizations, facility users, the CAO, and Recreation staff we were able to identify concession needs at Centre 2000 and create an RFP to include those needs.

**Communications Plan:**

Recreation staff will contact the successful proposal to arrange timing required to set up operations for the 2106/17 season. All facilities users will be made aware of the chosen vendor how those vendors plan to service the needs of our facility's needs.

An email will be sent to the unsuccessful proposals thanking them for their interest in the Town of Erin and Centre 2000.

**Conclusion:**

Council accept this report as for discussion and award the successful vendor the opportunity to provide the concessions for Centre 2000 for the 2016/17 season.

Also that the CAO or representative have a lease for Centre 2000 concession operations drafted, presented, and signed to the successful vendor for the 2016/17 season.

**Appendices:**

RFP – REC- 2016-2016 – Concession for Erin Centre 2000

**TOWN OF ERIN**

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#5684 Trafalgar Rd., RR #2  
Hillsburgh, Ontario N0B 1Z0  
www.erin.ca

**Recreation Department**

Tel-Erin: (519) 833-2114, Ext.21  
Tel-Hillsburgh (519) 855-4417  
Fax (519) 855-4821

E-mail: [graham.smith@erin.ca](mailto:graham.smith@erin.ca)  
[Centre2000@erin.ca](mailto:Centre2000@erin.ca)

**The Corporation of the Town of Erin****Request for Proposal (RFP)****Concession for****Erin Centre 2000**

(14 Boland Drive Erin Ontario)

**RFP - REC – 2016- 004**

**Issue Date: Thursday April 28<sup>th</sup> 2016**

**Closing Date: Tuesday May 17<sup>th</sup> 2016 at 4 pm**

**Contact: Graham Smith RRFA/CIT Supervisor of Parks & Recreation Facilities**

Centre 2000  
14 Boland Drive  
Erin Ontario  
N0B 1T0

T: 519-833-2114 ext. #21

F: 519-855-4821

E: [graham.smith@erin.ca](mailto:graham.smith@erin.ca)

## **1.0 INTRODUCTION**

The Town of Erin is requesting interested Vendors to submit proposals for the operation of concession services (Vendor) at Erin Centre 2000 for the period of September 01<sup>st</sup> 2016 to August 31<sup>st</sup> 2017, with an option renewal for 2017/18.

Interested parties must provide the information requested in the General Conditions of this Request for Proposal (RFP) and should additional supporting information if necessary.

The Town of Erin reserves the right to cancel this request for concessions services at any time, to elect not to award the work listed, to reject any or all of the responses, to waive any informality or irregularity in any response received, and is the sole judge of the merits of the respective response received. The Town of Erin intends to award the services in this RFP to one vendor.

All proposals must be submitted to Erin Centre 2000, 14 Boland Drive Erin Ontario N0B1T0, no later than 4 pm, Tuesday May 17<sup>th</sup>, 2016. It is the intent of the Town of Erin to have an agreement with the successful applicant by June 15<sup>th</sup> 2016. It is expected that concession service will begin no later than September 4<sup>th</sup> 2016. It is also the Town of Erin's intent to allow the successful Vendor will have ample time to prepare the concession area for the concession service. Proposal may also be emailed to [graham.smith@erin.ca](mailto:graham.smith@erin.ca).

Please note for tour of the facility, contact questions or technical questions contact the Supervisor of Parks and Receptions Graham Smith via email at [graham.smith@erin.ca](mailto:graham.smith@erin.ca) or alternatively by telephone at 519-833-2114 ext. 21. To ensure fairness to proponents, any and all questions that require detailed clarification or that may materially alter this RFP document shall be submitted in writing(email form is acceptable)

The Town of Erin reserves the right to reject any or all bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; accept only portions of a proposal and reject the remainder; and accept the bid which is considered in the best interest of the Town of Erin. Such decisions are final and not subject to recourse.

## **2.0 FACILITY INFORMATION AND HISTORY**

### **Erin Centre 2000 (14 Boland Drive Erin Ontario)**

Centre 2000 is a multi-use facility that services many community groups and special event and functions. Centre 2000 is home to Erin Hillsburgh Minor Hockey Association, Hillsburgh Erin Figure Skating Club, EDHS Raiders Girls & Boys and the Erin Junior C Shamrocks. We also operate public skating twice a week and are host too many hockey tournaments during the ice season.

We also are host to various theatre functions during and after the ice season including community plays, dance recitals and public meetings. We also host a few special events on the arena floor after the ice season. Some of these functions would require concessions be available for the duration of specified events.

The main operations of the concession would be required at the start of the ice season on Labour Day and run through to the end of March. However there are many theatre events and arena floor events after the ice season that require concession service

We anticipate general concession operations to be available Daily during Minor Hockey Games, Junior C Games, Public skating and special events like tournaments. Additional hours may vary based on business volume, expected weather forecasts and annual & recurring events through the course of the lease. Special events may include tournaments, family day events, birthday parties, ice & theatre rentals and Town of Erin community wide special events (like Erin Home Show)



### **3.0 GENERAL CONDITIONS**

#### **Centre 2000 Equipment**

With the exception of the shared equipment with East Wellington Community Services, The Town of Erin will not provide any concession equipment at the location. The vendor is allowed to install new or required equipment and remove the same equipment upon expiration of the agreement. Any equipment that is to be brought in must be approved by the town of Erin and any additional costs associated with the added equipment must be paid for by the food service Vendor. The Town of Erin acknowledges that they still own pieces of equipment on the concession at Centre 2000 and will allow Vendor to use this equipment at their discretion and agree not to repair or replace this equipment if malfunctions occur.

Shared equipment is listed

- 1) Dishwasher
- 2) Deep Fryers
- 3) Hobart Range and oven
- 4) Stainless steel counters
- 5) Stand up Freezer
- 6) Hood and Fan
- 7) Fire Suppression System

#### **Maintenance Requirements**

The Town of Erin will be responsible for all exterior and structural systems maintenance for the facility where the concessions are provided. The Vendor will be responsible for maintaining and cleaning all concession areas.

#### **Hour of Operation**

The town of Erin will establish minimum hours of service based on business volume and customer service needs. The vendor will be expected to keep these minimum hours, unless prior arrangements are made. These hours will vary, but must be agreed to between the successful Vendor and the Town of Erin's designate.

The concession stand may close if there are voids in the facility schedule. Final schedule will be determined within the executed agreement. Weekly hours may vary based on additional programming and weather

#### **Facility Supervision**

During regular operations, a Town of Erin staff member will be on duty to assist patron and unlock/lock the facility in coordination with Vendor staff.

The town of Erin will issue (3) keys for the concession area. The vendor shall be solely responsible for entrusting these keys to their key personnel for locking and securing the concession area.

The Vendor also acknowledges that selected Centre 2000 staff and EWCS kitchen staff also possess a set of keys for the concession as the concession kitchen is a shared area.

It is recommended that the Vendor will have the only access to theatre snack bar and valuables should be locked in there as required. It is also recommended that the Vendor safely secure their product when not on site.

### **Menus and Signage**

The Town of Erin understands that menu selections and pricing are a core business component of the concessions business, Vendor will have the right and responsibility to set menu selections and pricing that serve the needs of the Town of Erin Patrons.

The Vendor is encouraged to attached sample menus and pricing to their RFP

The Town of Erin representative retains the right to approve all signage and sign locations prior to installation. The Town of Erin reserves the right to review and make reasonable suggestion changes to menus and pricing.

Vendor must clearly display its company name and logo (if possible) to distinguish itself from the Town of Erin.

Vendor must clearly display all food prices. Signage must be in good taste.

### **Payment Terms**

The Town of Erin will require a \$200 deposit to secure the lease for the concession. Prospective Vendors are expected to pay \$200 rent quarterly for food service space and payment dates can be negotiated when signing the lease agreement.

### **Professional and Legal Requirements**

The Vendor will be expected to conduct their business with a high degree of professionalism and in character appropriate to serve facility clientele. Any Vendor is required to maintain an understanding that the food service operation must function first and foremost for the facility patrons and the residents of the community.

The Town of Erin expects Vendor staff to be appropriately dressed. Vendor's staff should appear clean, neat and orderly and other wise appropriate for the services being provided.

Being able to verify the Police criminal record check of the Vendor and all employees of the Vendor is an important step in ensuring appropriate customer, consumer, and end user protection. The Town of Erin will require an original Canadian criminal record check for all Vendor representatives prior to their entrance into the concession facilities, which is a children friendly environment

Regular cleaning of the food service areas is to be done by the Vendor. This would include, but limited to, daily cleaning after closing, and periodic cleaning during periods of high use. Since the Concession kitchen is a shared space Town of Erin staff may conduct periodic inspections to ensure that the food service space is meeting all applicable sanitation codes.

Provincial and local laws, rules, regulations and requirements are required to be met regarding sanitation, business licensing, safety, employment and any other legal requirement necessary for the Vendor to provide concession services to the Town of Erin as provided in the RFP. Vendors are responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during terms of its services with the Town of Erin.

### **Miscellaneous Vendor Requirements**

Other requirements of selected Vendor include the following:

- Vendor must maintain enough stocked food, beverages and accessories to serve the public need.
- Vendor will be responsible for the proper disposal of all concession-related refuse into containers provided by the Town of Erin. Boxes must be broken down and placed in appropriate recycle containers.
- All licenses and permits shall be posted and visible at all times
- The Tenant shall be responsible to purchase commercial tenant's insurance, with the Town of Erin specifically named as 'Additional Insured'.

### **Execution of the Concession Lease Agreement**

Upon selection of the Vendor, a final Concession Lease Agreement will be negotiated and executed between the selected Vendor and the Town of Erin.

### **Acceptance of Proposal**

The acceptance of a Request for Proposal will be contingent upon, however not limited to the following considerations

- a) Financial soundness and stability of the Vendor
- b) Quality of Menu and food preparation expertise in meeting professional as well as Town of Erin standards
- c) Ability to provide requested services in a timely fashion for facility patrons
- d) Understanding of the nature and scope of services being requested by the Town of Erin
- e) The Town of Erin will select the Vendor best qualified to provide the desired food and beverage services in a manner most advantageous to the Town of Erin customer service perspective.

### **Concession Services Application Requirements**

The concession application should include but is not limited to the following

1. Company name and contact information
2. Identify the person responsible for operating the Centre 2000 concession services
3. Menu ideas and pricing
4. Menu ideas for special event like Hockey tournaments and theatre plays
5. Levels of service or hours of operation
6. Background information
7. Other information that may help the Town of Erin make an informed decision

#### **4.0 FREEDOM OF INFORMATION**

The Proponent acknowledges that any information or documents provided in response to this RFP may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation

#### **5.0 AMENDMENT OR WITHDRAWAL OF PROPOSALS**

The proponent may amend or withdrawal their proposal prior to the closing date and time by submitting a clear and detailed written notice to the primary contact. All proposals become irrevocable after the closing date and time.

#### **6.0 HEALTH AND SAFETY**

Successful Vendor shall provide proof of liability insurance, kept in full force and effect for the duration of the contract and hold harmless and/or name the Town of Erin an additional insured; provide WSIB Clearance Certificate if Applicable.

#### **7.0 COMPLIANCE WITH LAWS AND ACTS**

The contractor shall comply with all Federal, Provincial and Municipal Laws, statues, regulations and bi-law relevant to the contract but not limited to:

- The Occupational Health and Safety Act
- Workplace Safety and Insurance Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act

#### **8.0 ACCESIBILITY**

- Accessibility for Ontarians with Disabilities Act, 2005 the Town of Erin is responsible to ensure that you are adequately trained in accordance with the Town of Erin's Accessible Customer Service Guide Book - Understanding Accessible Customer Service Guide Book
- In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the Town of Erin shall ensure that contracted service providers have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Town
- Ontario Regulation 429107 (Accessible Standards for Customer Service) In accordance with section 6 of Ontario Regulation 429107, Accessible Standards for Customer Service, the contractor/supplier is also responsible to ensure that all of its employees, volunteers and others for which the contractor is responsible who deals with members of the public are adequately trained as per the Town of Erin's Accessible Customer Service Guide Book - Understanding Accessible Customer Service

- I/we, by our signature, certify that we are in full compliance with Section 6 of Ontario Regulation 429107, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005
- I/we, are able to provide written proof that, I, and my employees, agents, subcontractors and volunteers (if any) who deal with members of the public are adequately trained as required under the Act and that I/we shall keep records of the abovementioned training, including the dates on which the training is provided, the number of individuals to whom it was provided and shall provide documentation of the training to the Town of Erin upon request.

## **9.0 PROPOSALS EXPENDITURES**

The Town of Erin will not reimburse any proponent for any costs related to the preparation of a proposal response for this RFP. Without foregoing any generalities, this shall extend to any review, presentations, and any supplemental information provided, and shall extend to subsequent negotiations, if any with the Town of Erin.

## **10.0 QUALIFICATIONS**

The RFP should include qualifications of the proponent and a list of 3 references from similar or other business work completed.

## **11.0 ADDENDA**

In the event that questions/responses to this RFP require amendments or modifications to the original document, such amendments shall be advertised on the Town of Erin's Website ([www.erin.ca](http://www.erin.ca)). It is the proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this RFP.

## **12.0 QUESTION/CLARIFICATIONS**

The proponent shall direct any and all questions relating to this RFP to the principal contact (Graham Smith – [graham.smith@erin.ca](mailto:graham.smith@erin.ca)) in writing or via email by no later than four (4) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this RFP, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction, or clarification of same. The primary contact will determine the extent of resolution required.

We wish to thank all interested parties for participating in this request for proposal, and look forward to working with the successful proponent in the immediate future.





## Staff Report

**Report #:** 2016-REC-010

**Date:** June-15-16

**Submitted By:** **Graham Smith RRFA/CIT Supervisor of Parks and Recreation**

**Subject:** Recreation Truck

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### Recommendations:

**Be it resolved.** that Council accept the bid from Wellington Motors of \$29,364 plus HST and Licensing to purchase the Recreation ½ ton pick-up truck.

### Background:

During the 2016 budget negotiations Council allocated \$30,000 for purchase of a recreation pick-up truck. The original was for a ¾ ton pick-up and a higher budget amount was requested. During budget negotiation the capital amount requested for the pick-up truck was reduced to \$30,000.

An RFP was created sent out and posted on the Town web site. All the quotations received exceeded the allocated budget amount.

Discussions with Senior Town Staff and the Finance Department it was suggested that our original RFP be reviewed amended and reposted.

We received 4 updated quotes that were more acceptable and within budget range.

Wellington Motors \$29,364 plus HST  
 MacMaster Buick GMC \$29,875 plus HST  
 Royal Chev Orangeville \$30,140 plus HST  
 Blackstock Ford \$33,656.93 plus HST

The RFP offered options that we would like but would not be required in order to lower pricing. Wellington Motors removed the back-up camera at a value of \$392 and the lifetime rust proofing at a value of \$1,200.

**Note** The Roads Department do Krown spraying annually on Town vehicles.

**Financial Impact:**

The financial impact for the ½ ton pick-up truck is \$29,364 plus HST plus licensing fees.

**Consultation:**

During consultation with Town Roads, Water and Fire staff we were able to draft 2 RFP's to meet the needs of the pick-up truck required for the recreation department.

Senior Town Staff and Finance staff assisted in reworking the rewording the 2<sup>nd</sup> RFP in order to bring prices down within Budget

**Communications Plan:**

The successful bidder will be notified June 22<sup>nd</sup> and the other bidders will be thanked for their proposals by email.

**Conclusion:**

That Council accept the bid from Wellington Motors of \$29,364 plus HST and Licensing to purchase the Recreation ½ ton pick-up truck

**Appendices:**

RFP

**TOWN OF ERIN**

#5684 Trafalgar Rd., RR #2  
Hillsburgh, Ontario N0B 1Z0  
www.erin.ca

**Recreation Department**

Tel-Erin: (519) 833-2114, Ext.21  
Tel-Hillsburgh (519) 855-4417  
Fax (519) 855-4821

E-mail: [graham.smith@erin.ca](mailto:graham.smith@erin.ca)  
[Centre2000@erin.ca](mailto:Centre2000@erin.ca)

June 02, 2016

Dear Sir,

**Re: Rec-2016-05 – 2<sup>nd</sup> Posting  
Tender for the Supply of One Pickup Truck**

---

The Corporation of the Town of Erin invites you to submit a tender for the supply of One Pickup Truck on the enclosed form. Prices are inclusive, with applicable H.S.T. shown separately.

Tenders are due in clearly marked "**Tender**" envelopes no later than June 15, 2016 at 11:00 a.m. "**The lowest or any bid may not necessarily be accepted**".

Tender subject to budget approval and Council approval.

Sincerely,

A handwritten signature in black ink, appearing to be "Graham Smith".

Graham Smith RRFA/CIT  
Supervisor of Parks and Recreation Facilities  
Town of Erin  
519-833-2114 ext.21

Encl. (as noted)

## SUBMISSION INSTRUCTIONS

### 1. Definitions

The following definitions shall apply throughout the Request for tender:

"Agreement" refers to the agreement between the Municipality and a Contractor.

"Award" refers to the selection by the Municipality of a successful tender for the supply of equipment in this Request for Proposal process.

"Supplier" refers to any person or corporation participating in this request for proposal process.

"Supervisor of Parks and Recreation Facilities" refers to the Supervisor of Parks and Recreation Facilities of the Town of Erin.

"Municipality" refers to The Town of Erin.

### 2. Submission Requirements

a) **One** copy of the Tender shall be submitted in a sealed envelope clearly marked with the Tender number and title (enclosed):

b) Tenders must be addressed to Graham Smith Supervisor of Parks and Recreation Facilities Town of Erin,  
14 Boland Drive, Erin Ontario N0B 1T0, and must be received no later than the Closing Date and Closing Time of: **11:00 AM Wednesday, June 15, 2016**

c) The use of any means of delivery of a Tender shall be at the risk of the Supplier

d) Upon receipt the tender will be marked with the time and the date that the Tender was received.

f) On the Closing Date, the Proposal envelopes will be opened and the names of the Suppliers that have submitted Proposals will be recorded by the Opening Committee. The proposals will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.

g) The Municipality will not accept a response to this Request for Tender by Facsimile or other electronic device.

h) All Proposals must be typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Proposal.

i) Late Proposals will be returned unopened.

j) Prices for Options must be detailed and can be negotiated further upon acceptance of quote.

### **3. Privilege Clause**

The Municipality shall have the right to reject any or all Proposals. The lowest fee Proposal will not necessarily be accepted and the right is reserved to accept any portion of a Proposal.

### **4. Any Communications**

Any communications regarding this Request for Proposal must be addressed to the attention Graham Smith Supervisor of Parks and Recreation Facilities, Town of Erin 519 833-2114 x 21 or email [graham.smith@erin.ca](mailto:graham.smith@erin.ca)

### **5. Withdrawal or Revision of Proposals**

a) A Supplier may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time. The last Tender received shall supersede and invalidate all Proposals previously submitted by that Supplier for this Request for Tender.

b) A Supplier may withdraw or revise all or part of a Tender by submitting a letter requesting removal of the previously submitted Tender and bearing the signature of an authorized signing officer to the Chief Administrative Officer. The Supervisor of Parks and Recreation Facilities will mark thereon the time and date of receipt and will place the letter with the tender. Requests made by telephone or fax will not be considered. The previously submitted Tender will then be removed and returned unopened to the Supplier and the Supplier may submit a revised or new Tender.

### **6. Alterations or Variations**

No alterations or variations of the Agreement shall be valid or binding upon the Municipality unless authorized in writing.

### **7. Accuracy of Request for Tender and Related Documents**

The Municipality has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Request for Proposal, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Municipality will not be bound by, or be responsible for, any explanation or interpretation of the Request for Proposal documents other than those prepared in writing. In no event shall Suppliers rely on any oral statement by the Municipality or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Municipality is subject to the provisions of this section.

### **8. Oral Explanation or Interpretation**

No oral explanation or interpretation by the Municipality shall modify any of the requirements or provisions of the Document

### **9. Due Diligence**

Suppliers are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.



**10. Supplier's Responsibility**

It will be the Supplier's responsibility to clarify with the Municipality any questions with respect to the Request for Proposal documents in accordance with the procedure set out in Any Communications above before submitting their Proposal.

**11. Addendum**

By the issuance of a cancellation or addendum, the Chief Administrative Officer may cancel the Request for Proposal; revise, delete, add to or substitute any part of the Document; extend the Closing Date; or provide an explanation or interpretation.

**12. Proposal Costs**

The Municipality will not be responsible for any costs incurred by a Supplier in preparing and submitting a Proposal.

**13. Claims or Litigation**

The Municipality reserves the right not to accept a Proposal from or make an Award to any Supplier, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contracts, Proposals or business transactions.

**14. Freedom of Information**

The information collected in response to this Request for Proposal is collected under the authority of the Municipality's Purchasing By-law as amended. The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under any communications above.

**TERMS OF REFERENCE****INTRODUCTION**

The intent of this Request for Tender is to supply and one (1) half - ton pick-up truck to the Town of Erin Recreation Department.

a.) The following Terms of Reference outline the supply as contemplated by the Municipality and are for guidance only.

**BID DEPOSIT**

Not required.

**ACCEPTANCE OF QUOTE**

The Corporation of the Town of Erin reserves the right to reject the lowest, and/or any other quote.

**ITEMS**

The successful bidder agrees to supply and deliver one (1) half- ton pick-up truck to the Municipality as per the attached specifications.

**TIMELINES**

Tender posted on website – Thursday June 02, 2016

Closing date and time – Wednesday, June 15, 2016 at 11:00 am EST.

Report to Council requesting approval to purchase – Tuesday June 21, 2016.

Letter to successful Supplier – June 22, 2016.

Latest possible delivery date – **To be negotiated**

**PAYMENT**

The Town of Erin agrees to pay the Supplier a one-time lump sum payment based on the Supplier's standard payment terms. Payment will be made minimum of two (2) weeks after delivery of new unit.

**SPECIFICATIONS:****1. General Truck Specifications**

- ✓ a. Model Year - 2016 is desirable but not required
- b. Demo models are acceptable
- ✓ c. Heavy duty – half-ton capacity
- ✓ d. Maximum payload within vehicle class (specify)
- ✓ e. Drive configuration shall be 4 x 4
- ✓ f. Vehicle application is Parks and Recreation Maintenance Operations
- ✓ g. Cab and a half or better shall be standard design

**2. Safety**

- ✓ a. Front Air Bags – Driver and Passenger
- ✓ b. Side Curtain Air bags (if available)
- ✓ c. Seat Belt Pre-tensioners
- ✓ d. Height Adjustable Seatbelts
- ✓ e. Adjustable Seat back Head Restraints
- ✓ f. ABS Brakes/Traction Control
- ✓ h. Blue Tooth Capability is not required but is an option

**3. Engine Equipment**

- ✓ a. Engine should provide a minimum of 300 hp
- ✓ b. Engine should provide a minimum of 330 lb/ft torque
- ✓ c. Engine shall be an eight cylinder and shall be the most fuel efficient available for the application and shall utilize a single battery system with heavy duty alternator
- ✓ f. Air intake warmer is required

**4. Transmission/Drive train**

- ✓ a. Transmission shall be automatic
- ✓ b. Anti-slip differential to be provided/traction control
- ✓ c. OEM high capacity trailer towing package to be fitted
- ✓ d. OEM chassis manufacturer's in-cab towing system with electronic brake controller, inertia activated and rated for one to four axles

**5. Front Axle**

- ✓a. Front axle shall be of sufficient capacity for intended application (i.e., regular duty)

**6. Rear Axle**

- ✓a. Rear axle shall be of sufficient capacity for intended application (i.e., regular duty)

**7. Brake System**

- ✓a. Steering and brakes to be power assisted
- ✓b. Brakes to be 4 wheel ABS with traction control enhancement
- ✓c. Front brakes shall be disc and meet or exceed the capacity of the front axle
- ✓d. Rear brakes shall be drum or disc brakes and meet or exceed the capacity of the rear axle
- ✓e. Brakes shall be hydraulic
- ✓f. Dust shields are required for the all brakes

**8. Frame & Chassis**

- ✓a. Single piece front bumper shall be supplied; front tow hooks to be fitted.
- ✓b. One piece rear step bumper to be supplied
- ✓c. Wiring system shall allow easy addition of aftermarket lights and components (Up fitter switches)
- ✓d. Class III receiver and trailer electrical connections (7 pin & 4 pin) shall be provided (5000lbs)
- ✓e. Skid plates for major components

**9. Fuel Tanks**

- ✓a. Driver's side fuel tank
- ✓b. Fuel tank capacity shall be no less than 100 litres

**10. Wheels and Tires**

- ✓a. Five premium grade, full size steel belted radials, including spare, mud and snow grip. Manufacturer's standard wheel covers (if used). Wheels shall be appropriately sized for load capacity and meet or exceed the axle capacity
- ✓b. Jack and wheel wrench to be provided.

**11. Cab exterior**

- ✓a. Cab mounts shall be rubber
- ✓b. Windshield shall be rubber sealed
- ✓c. Fixed rear window
- ✓d. Hood shall have self-support
- ✓e. Horn configuration shall be dual electric
- ✓f. Rear facing adjustable mirrors shall be mounted on both sides of the vehicle

**12. Cab interior**

- ✓a. All glass shall be tinted not required but an option
- ✓b. Cold weather insulation package is required
- ✓c. Trim level shall be base grey/black
- ✓d. Coat hook on back wall is required
- ✓e. Heater and Defroster is required

- ✓ f. Air Conditioning is required
- ✓ g. Centre mounted dome/reading light is required
- ✓ h. Manufacturer's standard window tinting
- ✓ i. Circuit fuses with 12v negative ground electrical system is required
- ✓ j. 12 v power supply outlet in dash is required (no lighter or ash trays)
- ✓ k. The front seat shall be split bench (40-20-40 preferred)
- ✓ l. Foldable center seat arm rest is desired
- ✓ m. Seat material shall be heavy duty cloth
- ✓ n. Floor material to be heavy duty vinyl/rubber
- ✓ o. Steering column shall be tilt
- ✓ p. Multi speed wipers / washers, intermittent feature.
- ✓ q. Dual sun visors and arm rests, door storage pockets
- ✓ r. Sound deadening, full roof headliner. Cab rear wall to have insulation panel

### 13. Instruments and Controls

- ✓ a. OEM instrument panel is required
- ✓ b. Cruise control is desirable
- ✓ c. Power driver side and passenger side window is desirable
- ✓ d. Power locks are desirable
- ✓ e. Back up alarm is desirable but not required
- ✓ f. Radio shall be AM/FM stereo

### 14. Paint

- ✓ a. Factory White with Charcoal Gray interior
- ✓ b. Chrome Bumper is desirable but not required as an option
- ✓ c. Krown or approved equivalent rustproofing.

### 15. Box

- ✓ a. Standard pick-up truck box – 6'6"
- ✓ b. Box to be sprayed with Rhino Spray desirable but not required as an option
- ✓ c. Mud flaps

### 17. Delivery

Complete vehicle(s) delivery to be negotiated after acceptance of quotation.

### 18. Price

- a. Decision on vehicle(s) will be based on the best package for the municipality. The Municipality shall have the right to reject any or all Bids. The lowest fee proposal will not necessarily be accepted and the right is reserved to accept any bid.
- b. The Municipality reserves the right to purchase any combination or all Items
- c. Upon award of the tender, the Municipality reserves the right to negotiate changes to the tender, provided that there is no material change to the bid offer.

### 19. Other

Vendor to deliver fully pre-serviced, ready to operate vehicles with suitable components to comply with these specifications in all respects. This specification lists only the major details of the units. It is the vendor's responsibility to deliver units fully equipped to Government specifications

This is based off a 2016 price

**20. Unit Price**

a. Vehicle \$ 29364  
b. HST \$ 3817.32

Will more than likely be a 2017

**21. Bidder Information**

Bidder Company Wellington Motors

Address: 935 Woodlawn rd W

Guelph, On, N1K1B7

Bidder Signature *Vanessa MacGregor*

(I have authority to bind the company)

Bidder Name Vanessa MacGregor

(Print Name)

Telephone # 519 822 8950

I can deliver the vehicle on 90 days, 2016.

The Town of Erin is part of the Provincial Broader Public Sector (BPS) and is therefore, eligible to receive the Competitive Dollars Discounts that have been contracted by the Ministry of Government Services with vehicle manufacturers for the BPS.



**WELLINGTON MOTORS LIMITED**  
**935 WOODLAWN ROAD WEST**  
**GUELPH, ON N1K1B7**

**Configuration Preview**

**Date Printed:** 2016-06-07 2:40 PM    **VIN:**    **Quantity:** 1  
**Estimated Ship Date:**    **VON:**    **Status:** BA - Pending order

**Sold to:** WELLINGTON MOTORS LIMITED (C5769)  
 935 WOODLAWN ROAD WEST  
 GUELPH, ON N1K1B7

**Ship to:** WELLINGTON MOTORS LIMITED (C5769)  
 935 WOODLAWN ROAD WEST  
 GUELPH, ON N1K1B7

**Vehicle:** 2016 1500 ST QUAD CAB 4X4 (140.5 IN WB 6 FT 4 IN BOX) (DS6L41)

	<b>Sales Code</b>	<b>Description</b>
<b>Model:</b>	DS6L41	1500 ST QUAD CAB 4X4 (140.5 IN WB 6 FT 4 IN BOX)
<b>Package:</b>	25A	Customer Preferred Package 25A
	EZH	5.7L HEMI(R) VVT V8 with FuelSaver MDS
	DG1	6-speed automatic transmission
<b>Paint/Seat/Trim:</b>	PW7	Bright White
	APA	Monotone paint
	*V9	Cloth 40/20/40 Bench Seat
	-X8	Black w/ Diesel Grey seats
<b>Options:</b>	AGR	SXT Appearance Group
	LPL	Pickup box lighting
	TXN	LT265/70R17E OWL On/Off-Road tires
	NFX	121-litre (26.6-gallon) fuel tank
	ADB	Protection Group
	XFH	Class IV hitch receiver
	XHC	Trailer Brake Control
	XMF	Spray-in bedliner
	DSA	Anti-spin differential rear axle
	XAC	ParkView(R) Rear Back-Up Camera
	UA1	Uconnect(R) 3.0 AM/FM/Hands-free
	CK9	Delete carpet
	5N6	Easy Order
	121	Zone 21-Canada-Ontario
	4EX	
<b>Discounts:</b>	4CV	Ontario Tire Surcharge
	4CP	Federal A/C Excise Tax
	YGV	4.5 Additional Gallons of Gas

**Destination Fees:**

**Order Type:** Retail    **Scheduling Priority:** 4-Dealer Order  
**Build Priority:** 99    **Salesperson:**  
**Customer Name:**  
**Customer Address:**

**Instructions:**

**Note: This is not an Invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**



## Staff Report

**Report #:** 2016-6B  
**Date:** June-21-16  
**Submitted By:** Gail Broadfield, Deputy Treasurer  
**Subject:** Approval of Accounts

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### Recommendations:

**Be it resolved that** Council receives the Deputy Treasurer's Report #2016-6B on "Approval of Accounts".

### Background:

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

Cheque Listing	#1106	\$	123,928.80
Manual Cheque Listing	#1101	\$	99,015.92
Online Internet Payments	#1102	\$	50,797.86
	#1103	\$	4,603.48
	#1104	\$	3,504,317.02
	#1105	\$	2,515.03
<b>TOTAL</b>		<b>\$</b>	<b><u>3,785,178.11</u></b>

### LARGER PAYMENTS

Online Payment #1104 \$3,504,317.02 County of Wellington 2<sup>nd</sup> Qtr Tax Levy  
 Cheque #49883 \$19,959.43 Triton Engineering – Various Projects  
 Cheque #49843 \$ 26,643.00 GRCA Levy Payment  
 Cheque #49834 \$ 17446.90 CVCA Levy Payment

**Financial Impact:**

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

**Consultation:**

Department Heads and CAO.

**Communications Plan:**

Regular report to Council.

**Conclusion:**

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

**Appendices:**

N/A



## Staff Report

**Report #:** 2016-04C

**Date:** June-21-16

**Submitted By:** Dina Lundy, Clerk

**Subject:** Source Water Protection Funding – Agreement with TRCA

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### Recommendations:

**Be it resolved that** Council directs the Clerk to execute the Memorandum of Agreement to undertake source protection technical studies for two additional supply wells, to be developed for the Town of Erin Water Supply System, in accordance with the terms and conditions outlined in the Memorandum of Agreement.

### Background:

In January 2016, Town staff became aware that the Credit, Toronto Region, Central Lake Ontario (CTC) Source Water Protection (SWP) program could provide funding through the Source Protection Municipal Implementation Fund (SPMIF) to complete work to undertake vulnerable area delineation and threats assessments for new water supply wells. Discussions have been on-going between the Ministry of Environment and Climate Change (MOECC), Credit Valley Conservation Authority (CVC), Triton Engineering Services Limited and Blackport Hydrogeology to secure funding for the source water protection assessments needed for a new well to service Hillsburgh and a new well to service Erin Village. These assessments will be included as background studies for the Town of Erin Urban Centre Water Servicing Class Environmental Assessment (Class EA).

The attached Memorandum of Agreement (MOA) outlines the roles and responsibilities of the CVC and the Town and is a standard agreement for SWP funding. The Town has signed a similar agreement in the past for source protection technical studies for the Bel-Erin Water Supply System (circa 2009). Schedule A of the Agreement includes the work plan and fee schedule for the SPMIF funding. This MOA pays 100% of the costs, \$62,360, for the tasks outlined in the work plan.

### Financial Impact:

\$62,360 funding will be used to offset costs of the Water EA.

**Consultation:**

Blackport Hydrogeology, Credit Valley Conservation Authority, Triton Engineering

**Communications Plan:**

Council Agenda

**Conclusion:**

That Council direct the Clerk to execute the Memorandum of Agreement with the Toronto and Region Conservation Authority (TRCA) for funding under the Source Protection Municipal Implementation Fund (SPMIF), and consider the corresponding by-law during that portion of the meeting.

**Appendices:**

Draft Memorandum of Agreement



**MEMORANDUM OF AGREEMENT**

*June 20, 2016*

BETWEEN

**Toronto and Region Conservation Authority**

Hereinafter called the *Conservation Authority*

THE PARTY OF THE FIRST PART

AND

**Town of Erin**

Hereinafter called the *Municipality*

THE PARTY OF THE SECOND PART

**WHEREAS**

The Conservation Authority and the Municipality wish to undertake source protection technical studies on two additional supply wells to be developed for the Town of Erin Water Supply System and have jointly developed a detailed work plan, to perform the duties outlined in **Schedule A**, hereinafter called the Project; and

The Ministry of the Environment and Climate Change (the Ministry) by Transfer Payment Agreement between the Crown and the Conservation Authority effective March 31, 2016 has authorized the Conservation Authority to pay for such work out of technical funds provided for such purposes,

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Conservation Authority and the Municipality mutually agree as follows:

**AGREEMENT**

**1 Roles and Responsibilities of the Parties**

**1.1 Responsibilities of the Conservation Authority**

The Conservation Authority shall:

1. provide financial and status reports to the province as set out in the MOE/CA Agreement;
2. act as the liaison with the province for the Project;
3. provide for a Project Management Team and arrange for Project Management Team meetings; The Conservation Authority representatives for the Project Management Team *are Jennifer Stephens and Kerry Mulchansingh*;
4. provide for Peer Review and prepare the Peer Review reports;
5. undertake tasks as set out in Schedule A, including project management and contracting for consulting services as required for Peer Review.

## 1.2 Responsibilities of the Municipality

The Municipality shall:

1. provide project management for the tasks identified in Schedule A for the Municipality and its Consultant(s);
2. provide financial and status reports to the Toronto and Region Conservation Authority in support of the overall financial and status reporting that the Conservation Authority is required to provide to the province;
3. undertake tasks as set out in Schedule A;
4. contract for its consulting services;
5. participate on the Project Management Team. The Municipality representative for the Project Management Team is Joe Babin, Water Superintendent, Town of Erin;

## 2 FUNDING

### 2.1 Budgets

The parties agree that the Project budget shall be as set out in Schedule A.

Any changes to the scope of work and planned expenditures as set out in Schedule A must be mutually agreed to in advance in writing by the parties and are subject to available funding from the province and approval for the scope of work.

### 2.2 Payment

Funding for the Project is being supplied by the Ministry through funds held in trust by the Conservation Authority.

The Conservation Authority will flow **25%** of the municipal portion of the funds set out in Schedule A to the Municipality after this agreement has been signed and the municipality sends an invoice. Additional funds shall be paid to the Municipality on the basis of the schedule included in Schedule A. The Conservation Authority acknowledges it agrees to pay upon receipt of an invoice within 30 business days.

Any and all interest earned by the funds advanced from the Conservation Authority to the Municipality are deemed to be a contribution by the Crown, held in trust for the Crown, subject to the terms and conditions of this Agreement.

### 2.3 Schedule and Project Reporting

This Agreement covers the period from June 20, 2016 to March 31, 2017.

The parties agree that they will each use their reasonable best efforts to perform their obligations according to the work plan outlined in Schedule A based on the relevant activities and deliverables set out in Parts VI, VIII and XI of the Technical Rules : Assessment Report (November 2009).

Throughout the period of the Agreement, the Municipality shall submit progress reports, in the form and at times to be requested, to the Conservation Authority summarizing the financial status of the Project, broken down by fees and disbursements, and an estimate of percent complete on a task by task basis.

The Municipality acknowledges that the progress reports to the Conservation Authority must be submitted at least 5 business days in advance of the Conservation Authority's financial/progress reporting dates to the Ministry (which are approximately quarterly).

The Municipality will provide to the Conservation Authority a final project report at the completion of the Project that includes a detailed financial statement, summary of activities, and deliverable products, including digital files in the format specified by March 31, 2017.

## **2.4 Peer Review**

There will be a component of peer review required to support the activities and deliverables undertaken through this Agreement. The Conservation Authority is responsible for retaining and managing the peer review with the participation of the Municipality.

## **3 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

### **3.1 Acquisition**

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

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the Broader Public Service Accountability Act (BPSAA), including any procurement directive issued thereunder;
- (c) comply with the Ministry's rules and regulations pertaining to sole-sourcing of goods and services

## **4 GENERAL PROVISIONS**

### **4.1 Intellectual Property**

The Municipality and its consultants hereby grants to the Conservation Authority a non-terminable, perpetual, royalty-free, non-exclusive, worldwide licence to use, distribute, sublicense, reproduce, modify, manufacture, copy, and otherwise deal with, for such purposes and uses as the Conservation Authority, in its sole opinion, determines advisable or necessary, all reports, budgets, studies, templates, compilations and collections of data, and other materials or documentation written, designed or produced by or for the Municipality pursuant to or in connection with this Agreement in any medium or format (collectively, the "Municipal Output") and in which the Municipality holds any Intellectual Property.

The Municipality represents and warrants that it shall at all material times have the rights, title, and/or interest in and to the Intellectual Property embodied in the Municipal Output that it needs to make this grant of licence to the Conservation Authority. The above licence and warranty shall survive any termination or expiry of this Agreement. The Municipality agrees to provide the Conservation Authority, as and when requested, with copies of items of the Municipal Output in a format determined by the Conservation Authority.

Where the Municipality is unable to grant to the Conservation Authority a non-terminable, perpetual, royalty-free, non-exclusive, worldwide licence to use, distribute, sublicense, reproduce, modify, manufacture, copy, and otherwise deal with, for such purposes and uses as the Conservation Authority, in its sole opinion, determines advisable or necessary, the Municipal

Output, the Municipality must advise the Conservation Authority prior to commencing work on the Project.

These provisions are required so that the Conservation Authority can meet its obligations under the Transfer Payment Agreement and the *Clean Water Act, 2006*.

#### **4.2 Data**

The Municipality shall provide electronic copies of all data and model files compiled or collected pursuant to or in connection with this Agreement. The Municipality agrees to provide such data in a format compatible with the data model in use by the Conservation Authority, where appropriate. Metadata shall be provided with all data and or model files following established metadata standards.

#### **4.3 Patents**

All concepts, products or processes produced by or resulting from the services rendered by the Municipality in connection with the Project, or which are otherwise developed or first reduced to practise by the Municipality in the performance of service, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Municipality. The Conservation Authority shall have a permanent, non-exclusive, royalty-free licence to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the services rendered by the Municipality or the Municipality's consultants in connection with the Project, for the life of the Project, and for no other purpose or project.

#### **4.4 Confidentiality**

The parties acknowledge and agree that they are bound by the provisions of the *Municipal Freedom of information and Protection of Privacy Act* ("MFIPPA") in the performance of the Agreement and that, except as required by MFIPPA or any other legal authority, the parties will not divulge any confidential information acquired in the course of carrying out the services provided herein. No such information shall be used by the Municipality on any other project without approval in writing by the Conservation Authority.

#### **4.5 Insurance**

The Municipality represents and warrants that it shall take out and keep in force until this Agreement is no longer in effect, such policies of insurance as are reasonably prudent in the performance of its obligations herein contained.

#### **4.6 Arbitration**

All matters in dispute under this Agreement may, with the consent of both parties, be referred to arbitration.

No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Conservation Authority or the Municipality.

The award of the arbitrator shall be final and binding upon the parties.

The provisions of the *Ontario Arbitrations Act* shall apply.

#### **4.7 Successors and Assignment**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors and assigns.

#### **4.8 Termination and Suspension**

Either party may terminate this Agreement, or cease to be a party hereto without cause on 30 days' notice in writing to the other party.

Upon receipt of such written notice from the Conservation Authority, the Municipality shall perform no further services other than those reasonably necessary to close out the Municipality's services.

Upon termination of this Agreement, the Conservation Authority shall demand the repayment of any Crown funds paid by the Conservation Authority to the Municipality under this Agreement remaining in the possession or under the control of the Municipality and not committed or payable to third parties for expenses incurred in accordance with this Agreement prior to the date of termination; and the Municipality shall promptly comply with such demand.

Upon receipt of written notice from the Municipality, the Conservation Authority shall cease payments and its obligations for payment shall end save and except for work completed to the satisfaction of the Conservation Authority under the terms of the agreement to the date of written notice by the Municipality.

Upon notice of termination by either party, the parties agree to act reasonably to ensure the work of the project is concluded in a timely and efficient manner.

#### **4.9 Repayment of Funds**

If the Conservation Authority demands the payment by the Municipality of any funds or interest on the funds pursuant to this Agreement, the amount demanded that is in possession and not duly committed to third parties in accordance with this Agreement, shall be deemed to be a debt due and owing to the Conservation Authority by the Municipality, and the Municipality shall pay the amount to the Conservation Authority immediately unless the Conservation Authority directs otherwise. The Conservation Authority may charge the Municipality interest on any amount owing by the Municipality at the then current interest rate charged by the Province of Ontario on accounts receivable. The Municipality shall pay the amount demanded by cheque payable to the Conservation Authority

#### **4.10 Records and Audit**

In order to provide data for the calculation of fees on a time basis, the Municipality shall keep a detailed record of the hours worked by, and the salaries paid to, the Municipality's staff employed on the Project. The Conservation Authority will not request release of the detailed record unless it is required to do so under the provisions of the MNR/CO/CA Agreement.

The Municipality, when requested by the Conservation Authority, shall provide copies of receipts with respect to any disbursements for which the Municipality claims payment under this



Agreement and upon request of the Conservation Authority make available for audit all records of the project.

#### **4.11 Qualified Persons**

The Municipality represents and warrants that all work performed as part of this Agreement will be undertaken and completed by qualified persons.

#### **4.12 Indemnification**

The Municipality shall indemnify the Conservation Authority, its employees, officers, members, against and to hold it and them harmless from, all claims, actions, losses, costs, liability, expenses, and damages of every nature and kind whatsoever (including judgments, settlements and reasonable legal fees) suffered, incurred or imposed by it or them as a sole result of the negligence of the Municipality, the employees, officers or agents of the Municipality in the performance of this Agreement.

The Conservation Authority agrees to indemnify the Municipality, its employees, officers, and councillors, against and to hold it and them harmless from, all claims, actions, losses, costs, liability, expenses and damages of every nature and kind whatsoever (including judgments, settlements and reasonable legal fees) suffered, incurred or imposed by reason of any negligent act or omission of the Conservation Authority, its employees, officers or agents in the performance of the Agreement.

#### **4.13 Entire Agreement**

This Agreement, including all Schedules attached hereto, 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.

#### **4.14 Independent Contractors**

The parties hereto acknowledge, understand and agree that they are neither partners nor joint venturers but are independent contractors. Neither party is the agent for the other party.

#### **4.15 Applicable Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario as the same is applicable to contracts made within such Province and wholly performed therein.

#### **4.16 Agreement Modifications**

No modification of any terms of this Agreement shall be valid unless in writing and signed by both parties.

**We the undersigned Parties signify our agreement to the foregoing terms and conditions by signing this Agreement by our duly authorized signing officers:**

**SIGNED, SEALED AND DELIVERED**

**MUNICIPALITY – Town of Erin**

\_\_\_\_\_  
Dina Lundy, Clerk, Town of Erin

\_\_\_\_\_  
Date

**CONSERVATION AUTHORITY – Toronto and Region Conservation Authority**

\_\_\_\_\_  
Brian Denney, Chief Administrative Officer, Toronto and Region Conservation Authority

\_\_\_\_\_  
Date

Attachment – Resolution of Council agreeing to undertake the work and committing to budget, timelines and other requirements as outlined in this MOA

**SCHEDULE A**

**Work Plan- Erin Source Protection Update**

## SCHEDULE A

### 1.0 Introduction

In October 2006, the Ontario government enacted the *Clean Water Act, 2006* (the “Act”) to protect drinking water at the source as part of an overall commitment to human health and the environment. The Act establishes a framework for the development and implementation of source protection plans across Ontario as defined in the Act.

Source protection is a watershed based, locally driven program that uses scientifically sound methods for assessing risks to drinking water and is an approach to decision-making that emphasizes information sharing, consultation and involvement by interested members in the watershed communities. Under the Act, source protection plans are to be developed on a watershed basis. To facilitate efficient use of resources and coordination of source water protection planning, regulations under the Act are anticipated to group individual conservation authorities into source protection regions. The Act mandates that source protection plans be developed to address threats to all municipal residential drinking-water systems within these source protection regions.

For each municipal system, the framework for source protection, as set out in the Act, requires the development of a groundwater and surface water vulnerability analysis, an issues evaluation and threats inventory, and a risk assessment for water quality and quantity. Through the first round of source protection work (2006-2010), such analyses were undertaken for the municipal wells servicing the town. The town currently intends to increase its municipal supply and is looking into the development of two additional groundwater sources – one in Erin and the other in Hillsburgh. Once these sources have been identified and confirmed, the requisite technical analyses and reporting must be undertaken, per the provisions of the Act. This is the focus of the technical work described below.

When these studies are complete and risks to drinking water have been identified, the Act further requires the development of source protection policies to plan and manage land use activities occurring in proximity to them. This plan sets out locally based risk management measures to reduce or eliminate significant risks to drinking water supplies, and sets out a strategy to implement these measures.

### 2.0 Description of Technical Study

The current groundwater flow model for the Town of Erin municipal wells was developed through the first round of source protection studies, and was built on previous work for the West Credit River subwatershed (Subwatershed 15) in the Credit River watershed. The model was first developed for the Town of Erin Groundwater Management Study, in 2005. The groundwater model was then further updated through a combination of the previous studies and work conducted by Golder as part of the County of Wellington Groundwater Study.

This groundwater flow model was utilized to undertake the Wellhead Protection Areas (WHPA) delineation for the town’s supply wells as well as the vulnerability studies and threats assessments associated with them.

The following Work Plan proposes to review and update the groundwater model, in respect of additional data to be harvested through the current well development efforts. In addition to the groundwater model updates, the WHPA around the new supply wells and the requisite vulnerability and threats assessments

will be completed. It is noted that all of the updates will be completed in accordance with the MOECC's Technical Rules.

The work will be undertaken through defined tasks, within set *timelines*. These tasks and timelines are outlined below, while the associated costs are shown in **Table 1**.

#### Task 1 - Update the Groundwater Model

The current groundwater model will be unarchived and updated with current software for the computer model. Based on the locations of the proposed new wells, it is anticipated that there will be no major refinement of the groundwater flow model area. The new wells are located well within the existing model boundaries so the model area boundary area is not expected to change. There may be an additional depth to the lower boundary of the model in some areas, but it is not anticipated that there will be significant modification to the model layers. There will be model refinement where new data are available and grid modifications will be required near the new wells. The key subtasks associated with the work will be completed by the stated timelines.

Key subtasks:

- Unarchive the groundwater model, update current software versions and verify against previous simulations - August 26, 2016
- Obtain new well information and adjust model layers and grid as required - November 18, 2016

#### Task 2 - Validate the Groundwater Model

Data from the testing conducted on the new wells will be incorporated into the existing groundwater flow model. Pumping test data will be used to refine and calibrate the existing model in the areas where the testing has been conducted. This component of the work is scheduled for completion by November 18, 2016.

Key subtasks:

- Obtain/compile pumping test data and new groundwater elevation data from Blackport with previous datasets
- Verify model against pumping test data, refining calibration as required (assumes minor changes only)

#### Task 3 - Model Use / Forecast Simulations / Develop Wellhead Protection Areas

Various scenarios will be developed, in consultation with the Town of Erin, with respect to anticipated usage of each well under present operational conditions and future growth scenarios. The primary concern is to select appropriate pumping scenarios, given that the future three municipal wells in both Hillsburgh and Erin will not operate simultaneously at their maximum permitted rates. Appropriate operational scenarios will be selected based on current average daily pumping rates, and estimating future pumping rates based on growth projection scenarios for Hillsburgh and Erin. The scenarios will be provided to the CVC and MOECC to ensure that technically appropriate scenarios are selected. This component of the work is scheduled for completion by December 9, 2016.

Key subtasks:

- Establish approach for completing forecast simulations, and output targets that need to be tracked/assessed
- Identify scenarios to be included in the forecast analysis, and the range of uncertainty to consider in the modelling
- Complete forecast simulations (assume three simulations)
- Develop Wellhead Protection Areas and provide associated mapping

#### Task 4 - Vulnerability Assessment

Groundwater intrinsic susceptibility index (ISI) mapping was previously used for the Erin and Hillsburgh municipal wells currently in operation, with the bedrock aquifer (Guelph-Amabel Formation) assumed to be the first main aquifer. It was recognized that while there may be some protection offered by low hydraulic conductivity layers within the rock, a conservative approach was adopted whereby the top of bedrock was used to determine the vulnerability of the bedrock aquifer. The same approach will be taken for the updated vulnerability assessment. This component of the work is scheduled for completion by December 16, 2016.

##### Key Subtasks:

- Obtain existing digital files from previous ISI mapping
- Check ISI mapping against two new wells
- Prepare vulnerability scoring within new Wellhead Protection Areas
- Provide vulnerability scoring mapping

#### Task 5 - Threats Assessment

A threats assessment will be conducted within the vulnerable areas in the new WHPAs, per the existing Technical Rules, as previously conducted for the current source protection technical studies.

Consultation will be undertaken with the RMO for the Town of Erin to ensure the most up to date information is available and used. The information will be used to update the Threats Inventory and Hazard Scoring. This component of the work is scheduled for completion by January 20, 2017.

##### Key subtasks:

- Identify threats using MPAC data (BHI to verify in consultation with the RMO for the Town of Erin)
- Score threats to identify significant threats
- Provide table and map of significant threats

#### Task 6 - Reporting and Peer Review Process

Two separate technical memos will be prepared, which can be included as an addendum to the existing technical report, which will summarize the new technical information, the refinements undertaken and the findings of the assessments. All digital files will be provided to the Conservation Authority with standard metadata, with the format of the files determined prior to the initiation of the technical work. Also included in this task, is work associated with the peer review process, primarily related to providing responses to any issues raised by the peer review team. A cost estimate is included, based on the level of effort required for the previous vulnerability assessment and WHPA delineation. The key subtasks associated with the work will be completed by the stated timelines.



Key subtasks:

- Prepare brief WHPA delineation and modelling technical memo update –January 27, 2017
- Prepare brief vulnerability and threats assessment memo –January 27, 2017
- Completion of peer review February 17, 2017
- Revisions of report per PR - March 10, 2017
- Final Report and acceptance by CTC – March 24, 2017
- Provision of digital files to the Conservation Authority at project completion – March 31, 2017

The cost estimate associated with this work is provided in the attached **Table 1**.

Task	Task Summary	Cost
<b>Project Management / Communication</b>		<b>\$7,365</b>
0.1	Project management and administration / allows for kickoff meeting between BHI and Golder	\$3,430
0.2	Meetings with CVC (one meeting with Golder in attendance within this budget)	\$3,360
0.3	Provision of digital files to CVC at project completion	\$575
<b>Task 1 - Update the Groundwater Model</b>		<b>\$5,170</b>
1.1	Unarchive the groundwater model, update to current software versions and verify against previous simulations	\$2,240
1.2	Obtain and compile new well information and adjust model layers, grid as required (assumes minor changes only)	\$2,930
<b>Task 2 - Validate the Groundwater Model</b>		<b>\$10,050</b>
2.1	Obtain/compile pumping test data and new groundwater elevation data with previous datasets	\$2,970
2.2	Verify model against pumping test data, refining calibration as required (assumes minor changes only).	\$7,080
<b>Task 3 - Model Use / Forecast Simulations / Develop Wellhead Protection Areas</b>		<b>\$11,030</b>
3.1	Establish approach for completing forecast simulations, and output targets that need to be tracked/assessed.	\$1,140
3.2	Identify scenarios to be included in the forecast analysis, and the range of uncertainty to consider in the modelling.	\$1,140
3.3	Complete forecast simulations (assume 3 simulations).	\$7,080
3.4	Develop Wellhead Protection Areas and provide associated mapping	\$1,670
<b>Task 4 - Vulnerability Assessment</b>		<b>\$3,495</b>
4.1	Obtain existing ISI mapping	\$525
4.2	Check ISI mapping against two new wells.	\$965
4.3	Prepare vulnerability scoring within Wellhead Protection Areas	\$945
4.4	Provide vulnerability scoring mapping	\$1,060
<b>Task 5 - Threats Assessment</b>		<b>\$11,560</b>
5.1	Identify threats using MPAC data (BHI to field verify in consultation with Town of Erin RMO)	\$6,660
5.2	Score threats to identify significant threats	\$2,800
5.3	Provide table and map of significant threats	\$2,100
<b>Task 6 - Reporting and Peer Review Responses</b>		<b>\$13,060</b>
6.1	Prepare brief modelling memo update and provide digital files	\$5,130
6.2	Prepare brief vulnerability and threats assessment memo	\$5,060
6.3	Peer Review Process	\$3,500
<b>Total</b>		<b>\$62,360</b>

**Table 1: Cost Estimate and Task Summary – Erin Source Protection Update**



## GENERAL MEMBERSHIP MEETING MINUTES

May 5 2016—9am-10am  
Tintagels, 50 Main Street, Erin Ontario

Chair: Chris Bailey

### Attendees:

Ellen Belfgen McKay <i>Weathervane</i>	Chris Bailey <i>Brighten Up</i>	Stephanie Bailey <i>Brighten Up</i>	Jeff Duncan <i>Council Rep, Town of Erin</i>
Dawn Kivell <i>TD Bank</i>	Gordon Snow <i>Mejores Foods</i>	Tracey Wallace <i>Erin Radio</i>	Danae Wallace <i>AAA Events</i>
Jim Devonshire <i>Tintagels/Minervas</i>	Audrey Devonshire <i>Tintagels/Minervas</i>	Lita Letto <i>Soft Works</i>	Thorntin McDonald <i>Bistro Rivere</i>

### Guests:

Bridget Ryan  
*Erin Ag Society*

### Approval of the Minutes from the April 7, 2016 Meeting

- Motion to approve by Thorntin McDonald, seconded by Jeff Duncan. Motion Passed.

### Events Update

#### *Summer Celebration*

May 28

- Street festival style event again this year
- Illusionist, Bouncy Castle, Fire Trucks booked by BIA
- Stephanie has talked to most businesses, but has a few more to confirm with this week.
- Posters will be available mid to end of next week.
- Jeff will provide contact for University of Guelph Equine Education program; probably not available for this year, but would be a good contact for the future.
- Stephanie still needs to talk to Studio Tour
- Balloons will be available from Village Green the morning of the event
- Audrey is going to see if she can find info from the Caricature artist she used before.
- Any questions please let Stephanie Bailey at Brighten Up know.

#### *Doors Open*

June 11

- As the event is 2 weeks after Summer Celebration we aren't planning a big event; however, the Town has asked merchants to 'look alive and open'.
- 44 municipalities are involved this year. Lots of marketing is going out about the province-wide event. Information is on the website [www.doorsopen2016.ca](http://www.doorsopen2016.ca)
- Heritage Walking Tours will be lead at 11am and 1pm. Participants will be encouraged to check out the Town after the walk.

#### *Canada Day*

July 1

- Event has been approved by the Town. In addition to the Washrooms that will be available in the Park, AAA Events is adding an extra accessibility washroom with a baby change table, so the extra people should not affect the merchants
- Entertainment on the stage all day and Beer Garden will be available from 11-9

- Vendor spots are still available for \$75, with a \$10 discount for a kid activity
- Sponsorships available – Sponsors can be tagged for specific elements or can be more general
- More information at [www.canadadayinerin.webs.com](http://www.canadadayinerin.webs.com)

*RCMP Musical Ride*

Sept 10

- 'Weekend after Labour Day' is being used on the Marketing. All details on the fair website [www.erinfair.ca](http://www.erinfair.ca). Tickets are available online, \$5 for under 12, \$10 for adults, \$25 for 2 adults, 2 child (Max is 3000 people per show). Between shows will be a Chicken BBQ from Homecraft ladies and Vendor's Booths. Stables will be open Friday night and Sunday Night for an open house to see the horses, etc. There is an Erin Agricultural Society Facebook Event on their Facebook Page. All Marketing requires approval from the RCMP so send things to Bridget before you market them.
- Two Banners will be going across both Main Streets
- Looking for up to four sponsors per banner to pay for that Pre-event merchandise will be available with wholesale prices. Merchandise will also be available at the event.
  - List will be provided to Chris and he will send it out
- There may be a window display contest (dates and ideas still to be confirmed)
  - Preference was the windows being done for just before the event; however, that means that the Musical Ride Window and the Fair Windows will be back to back.
- Sponsorship levels will be available after May 15<sup>th</sup>
  - Chris has information if you are interested before that

*International Plowing Match*

Sept 20-24

- We are looking for businesses who want to participate at the show and/or as part of the planning group for the BIA portion of the booth. Audrey and Stephanie are both interested.
- 5 day show with 10 hour days
- **Action:** People who want to help come up with interactive display for the Village of Erin BIA please contact Chris at [villageoferin@gmail.com](mailto:villageoferin@gmail.com). **DUE: May 27, 2016**

**Marketing Update***Business Information Form*

- Chris will come and talk to merchants

*Erin Radio*

- Radio station is working with getting more community friendly, and can now come to events
- **Action:** for Summer Celebration, send Tracey an email about what you are doing at [tracey@erinradio.org](mailto:tracey@erinradio.org). **DUE: May 20, 2016**
- They are also working on a more affordable small business marketing package

*Holiday Openings – Summer 2016*

- **Action:** Please send Chris your holiday open hours for Victoria Day, Canada Day and Labour Day **DUE: May 13, 2016**

**Economic Development Update**

- Portable washrooms will be going into McMillian Park just before Summer Celebration
- There was some confusion around the pricing, so we would like to raise an extra \$1200 to keep them open from mid-September to the Fall Fair
  - An online auction was suggested

**Council Business**

- Greenbelt Foundation
  - The Town has met with the Senior Executives, and they now know we exist. We can post events to their website (Information will be made available to Chris)
  - Micro-grants are available to small groups within the town like BIA

**Other Business**

- None

**Happy Moments**

- Stephanie is excited that Brighten Up and Bistro Riviere are hosting a Harry Potter Pub Night to celebrate the release of the new book in July
- Softworks is Happy to be in Town and call Erin their new home!

**Ongoing**

- Recruiting for a new Administrative Assistant
  - **Action:** Direct potential candidates to Chris at [villageoferin@gmail.com](mailto:villageoferin@gmail.com)
- BIA business support to help distribute the Heritage Walking Tour brochure and other County tourism brochures by making copies available in their stores.
  - **Action:** Brochures available from Chris at Brighten Up
- Add/update your business on the Town of Erin Business Directory
  - **Action:** Link > [Town of Erin Business Directory](#)
- Add/update job openings and accommodation on Live and Work in Erin website
  - **Action:** Create account to add listings (<http://liveandworkerin.com>)

**Tabled**

- Alliance with Belfountain to promote cross-exchange of visitors
- Capitalize on local sports tournaments, which bring many visitors to town but do not seem to translate into downtown shopping; patronize Tim Horton's instead because it is close and fast. Focus on encouraging a return visit rather than trying to attract them on the day.
- Installation of a BIA event board at the local recreation facilities showing a map of downtown businesses and advertise upcoming events and promotions
- Policy on non-BIA merchant participation in retail promotions
- Marketing:
  - Ideas for future events, e.g., Easter, Halloween
  - Planning for the 2016 Christmas Parade float
  - Persuade owners of vacant units to keep Window Wonderland window displays throughout the 2016 Christmas season.
- Christmas in the Country:
  - Improve in-store promotion messaging to customers, employee education
  - How to broaden customer purchasing to more merchants
- Christmas shopping hours:
  - Decision to shift to Friday's only starting with Window Wonderland going through to the Friday before Christmas

**Next Meeting      June 2nd at Tintagels, 9:00 a.m.**



## Activity List 2016

Description of Request	Person Responsible	Date Directed	Suggested Completion	Status
<b>Open Items</b>				
Centre 2000 Shared Use Agreement	CAO		Q4 2016	updates included in qly report
Mayor and Reeves Wall of Recognition	TEHC	2-Jun-15	2016	nearing completion
Determine the best option for updating the Official Plan	Council	13-Jul-15	Q3 2016	
Operational Plan - Finalizing 4 year objectives	CAO		TBD	following adoption of 5 Year Capital Plan
Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 presented April 5, Q2 to be presented in July
Stanley Park Arch and Gates - formal designation	TEHC	20-Jan-15	Q3 2016	
Report on procedures, policies and options re: Demolition Permit	CBO/Planning staff	1-Dec-15	Q3 2016	
moving forward with necessary processes to add the creation of secondary dwelling units within accessory buildings as a permitted use	CBO/Planning staff	16-Feb-16	Q3 2016	
Implement a reward/incentive program for staff finding efficiencies/cost savings	CAO	5-Apr-16	Q3 2016	
Report on how new fill by-law is working, and if any amendments would be needed	CBO/Planning staff	4-May-16	Q4 2016	
<b>Completed Items</b>				
Full time By-law Officer Report	CAO	6-Oct-15	Q1 2016	
Outstanding Operational Review Item - Fire Department Review	CAO	1-Sep-15	26-Feb-16	10am
Inquire with the Town of Minto regarding videotaping Council Meetings	Clerk	16-Feb-16	1-Mar-16	complete Mar 1 Agenda
Pulic Open Forum Report	Clerk	1-Mar-16	22-Mar-16	complete Mar 22 Agenda
Check with Rogers to see if they are interested in broadcasting Council meetings	Clerk	19-Jan-16	Q2 2016	no interest
Report on potential amendments to the sign by-law	By-law	17-Nov-15	Q1 2016	complete Mar 22 Agenda
Report on actions/options required to implement a Community Safety Zone By-law	County Planning	1-Sep-15	Q2 2016	County Engineer resp.
Amend Feb 26 - Fire Op Rev meeting minutes to include statement regarding the impact of medical response calls	Clerk	22-Mar-16	23-Mar	complete
GMF Application for wastewater class EA feasibility study - submission and results	Triton Engineering	2-Jun-15	n/a	completed - Funding Approved
Organizational and Compensation Review	CAO		5-Apr-16	
revised draft site alteration by-law, taking Council, OSRTF, and CAFD comments	CBO	22-Mar-16	5-Apr-16	
meet with staff to discuss best process for open forum	Mayor Alls, Councillor Sammut	22-Mar-16	5-Apr-16	meeting took place, discussion item on agenda
Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 2016 on April 5

## Activity List 2016

Description of Request	Person Responsible	Date Directed	Suggested Completion	Status
Alcohol Risk Policy - update	CAO/Facility Manager	19-May-15	5-Apr-16	complete
Report on Community Safety Zones in both Villages, Crosswalk on the Main Street of Erin, and Truck Bypass around the Village of Erin	County Roads Department	16-Feb-16	Q2 2016	Letter recd on Apr 5 agenda from Cnty Roads
begin negotiations with Jardine Lloyd Thompson Canada Inc with the objective of entering into a contract for the Town's insurance coverage	Financial Analyst	22-Mar-16		mtg April 12, 2016
Advise the County of Wellington of Council's position regarding the application for 6012 Eighth Line	Clerk	5-Apr-16	19-Apr-16	complete
amend fee by-law to include Road Occupancy Permit	Clerk	22-Mar-16	3-May-16	possible changes from fire department as well
Station 50 - Update Emergency Plan	Fire Chief/County Emergency Manager	2-Jun-15	Q2 2016	EOC mtg April, Linda will attend Council May 3 for annual report
letter to real estate community regarding placing signs and the removal of them	CBO	22-Mar-16	3-May-16	
Fill By-law	CAO/CBO	2014	Q2 2016	on May 17 Agenda for passing
report regarding videotaping Council meetings	Clerk	22-Mar-16	17-May-16	investigating options including current agenda software
Invite Ontario Clean Water Agency to do a presentation to Council on water/wastewater issues	CAO	5-Apr-16	Q2 2016	Scheduled for June 7
Revise By-law for site plan securities - 100% off-site, 50% on-site	CBO/Planning staff	17-May-16	21-Jun-16	
Invite Meeting Investigator to present to Council on the complaint process	CAO	19-Apr-16	Q2 2016	Scheduled for June 21

Minister of Health



Ministre de la Santé

Ottawa, Canada K1A 0K9

MAY 18 2016

The Honourable Michael Chong, P.C., M.P.  
Wellington–Halton Hills  
House of Commons  
Ottawa, Ontario K1A 0A6

Dear Mr. Chong:

Thank you for your letter of March 11, 2016, on behalf of your constituents, regarding their concerns about a potential marijuana production site in Erin, Ontario.

I appreciate your taking the time to advise me of the concerns raised by the residents of Erin with regard to recent criminal activity surrounding the production site in question. While the *Privacy Act* prohibits Health Canada from disclosing information about specific addresses or applications, I have taken the liberty of providing you with some information that will hopefully address your constituents' concerns.

Please be assured that Health Canada has heard concerns that the practice of allowing licensed individuals to produce marijuana for medical purposes in their homes posed risks to the health, security, and safety of Canadians.

On March 31, 2014, the *Marihuana Medical Access Regulations (MMAR)* were repealed. However, because of a federal court interim injunction granted on March 21, 2014, in the case of *Allard v. Canada*, individuals who were previously authorized to possess and grow marijuana under the MMAR and who meet the terms of the court order are able to continue to do so, on an interim basis.

To fall within the terms of the court order, the following criteria must be met:

- individuals must have held a valid authorization to possess (ATP) under the MMAR on March 21, 2014; or
- individuals must have held a valid personal-use production licence or designated-person production licence under the MMAR on or after September 30, 2013, where there is also an associated valid ATP as of March 21, 2014.

.../2

Canada

- 2 -

It is important to note that, with the repeal of the MMAR, Health Canada does not have the authority to conduct inspections or to amend, renew, or revoke authorizations and licences that were issued under the MMAR.

Individuals who are producing marijuana for medical purposes pursuant to the Federal Court order must continue to comply with all applicable federal, provincial, territorial and municipal legislation and by-laws. This includes, but is not limited to, the acquisition of building permits or site inspections for any electrical, ventilation or structural modifications made to a production site. This responsibility, as well as enforcement of these local requirements, does not fall within Health Canada's jurisdiction.

Individuals who are producing marijuana for medical purposes pursuant to the Federal Court order who disregard their authorization or licence requirements, or any other related legislation, may be subject to law enforcement measures under the applicable legislation. If your constituents suspect the occurrence of activity that may violate a law or by-law, I would advise them to contact their local law or by-law enforcement agency.

With regard to the drafting of new regulations, as you aware, the Federal Court decision in the case of *Allard v. Canada* was rendered on February 24, 2016. Following a careful review of the Federal Court's decision, the Government of Canada has decided not to appeal. In the coming months, the *Marihuana for Medical Purposes Regulations* will be amended to give effect to the Court's judgment. The Government's intention is to have completed the amendment process by August 24, 2016, which is the timeframe set by the judgment.

Again, thank you for writing. I appreciate having this opportunity to respond to your constituents concerns.

Yours sincerely,

A handwritten signature in black ink that reads "Jane Philpott". The signature is written in a cursive, flowing style.

The Honourable Jane Philpott, P.C., M.P.

**THE CORPORATION OF THE TOWN OF ERIN**

**By-Law # 16 -**

**Being a By-Law to authorize  
the Mayor and Clerk to execute  
an agreement for Fire Protection  
with the Township of East Garafraxa**

**WHEREAS**, pursuant to the Fire Protection and Prevention Act, 1997, C.4, as amended, authorizes a municipality to establish a Fire Department to provide firefighting and fire protection services and for participating in an emergency fire services program;

**AND WHEREAS**, the Council of the Town of Erin deems it expedient to enter into an Agreement to provide fire protection and emergency response service to the Township of East Garafraxa upon such terms and conditions as are agreed;

**AND WHEREAS**, section 391 of the Municipal Act, S.O. 2001, as amended, authorizes a municipality by by-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality’s property, including property under its control.

**NOW THEREFORE, THE CORPORATION OF THE TOWN OF ERIN HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto forming Schedule “A” to this by-law.
2. That the area within the Township of East Garafraxa covered by this Agreement is as set out in Schedule “B” to this by-law.
3. That the rates and fees are set out in Schedule “C” as attached to this by-law.
4. That this By-law shall come into force and effect on the January 01, 2016.
5. That By-law #11 - 34 is hereby repealed.

**Passed in Open Council on June 21, 2016.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE TOWN OF ERIN**

**SCHEDULE "A" TO BY-LAW # 16 -**

The Town of Erin shall provide the fire protection and emergency services to the Township of East Garafraxa, through the Erin Fire and Emergency Services, Hillsburgh Station 50/Erin Station 10 on the basis of the following terms and conditions:

**1. Services**

- fire protection
- fire prevention inspections
- health emergency response ie. first aid, auto extrication, hazardous materials response

**2. Apparatus, Equipment and Manpower**

Station 50 Page Out: 2 Pumpers, 2 Tankers, 1 Command Vehicle  
If Station 10 is also paged out, the per call fee will be double the rate of the corresponding year as outlined in Schedule "C" of this by-law.

**3. False Alarms, Call Backs**

False alarms and callbacks shall be considered as complete responses for the purpose of this Agreement.

**4. Simultaneous Calls/Back-up Support**

In the event of simultaneous calls being received in the Hillsburgh District protection area and the East Garafraxa protection area, the Township of East Garafraxa shall have made suitable arrangements, or entered into an agreement, with another Fire Department for protection.

Similarly, should a Hillsburgh call be received while the Town of Erin Fire and Emergency Services, Hillsburgh Station 50 is on a scene in East Garafraxa or should Hillsburgh Station 50 require assistance while on a scene in East Garafraxa, the Township of East Garafraxa shall have made suitable arrangements, or entered into an agreement, with another Fire Department for back-up support or protection as the case may be.

In addition, the Erin Fire and Emergency Services, Hillsburgh Station 50 hereby agrees to provide Fire Protection and Emergency Service for the Township of East Garafraxa outside of the defined regular protection area in the event of the normal covering Fire Department being unable to respond.

**5. Water Supply**

The fire reservoir at the Athenwood Subdivision in the Town of Erin (Orton) is identified as the primary water source for the East Garafraxa protection area.

The Town of Erin Public Works Department shall ensure that access to the said water source is maintained year-round.

**6. Public Information**

The Township of East Garafraxa shall within 30 days of execution of this agreement, notify all residents in the East Garafraxa protection area that the emergency # is 911



**7. Rate**

**As per Schedule "C"**

The Town of Erin Fire and Emergency Services shall provide East Garafraxa Township with a monthly summary of all responses, invoicing for services and extra costs will be on a quarterly basis.

**8. Other Revenues**

Revenues from the Province of Ontario or the County of Dufferin for emergency calls on highways or county roads shall be forwarded to East Garafraxa Township.

**9. Amendments**

Notice of proposed amendments by either party shall be given to the other party in writing not sooner than 30 days of the proposed date of implementation.

**10. Termination**

This agreement may be terminated following receipt of 6 months written notice from either party.

**11. Term**

This agreement shall remain in force until December 31, 2020.

**12. Continuation**

It is hereby agreed and understood that the Town of Erin Fire and Emergency Services shall continue to provide the services described herein after December 31, 2020 at a charge as per Schedule "C" pending negotiation of a new agreement.

**Authorized Signatures for the  
of East Garafraxa**

**Authorized signatures for the Township  
Town of Erin**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE TOWN OF ERIN**

**Schedule "B" to By-Law # 16 -**

**The fire area within the Township of East Garafraxa is set out as follows:**

- Concession 9-** East and West of Parts Lot 1 to the South Part of Lot 12 (south of the Grand River) inclusive, and to include the Boundary Road between East and West Garafraxa if called.
- Concession 10-** East and West Parts Lot 1 to South East Parts Lot 12 and 13 (south of the Grand River) inclusive.
- Concession 11-** East and West Parts Lot 1 to South East and West Part Lot 11 inclusive and North West Half Lot 11, 12 and 13 ( south of the Grand River).
- Concession 12-** East and West Parts Lot 1 to South East and West Parts Lot 11 inclusive.
- Concession 13-** East and West Parts Lot 1 to South East and West Parts Lot 11 inclusive.
- Concession 14-** East and West Parts Lot 1 to South East and West Parts Lot 11 inclusive.
- Concession 15-** East and West Parts Lot 1 to South East and West Parts Lot 11 inclusive.
- Concession 16-** West Part Lot 1 to South West Part Lot 11 inclusive.

**THE CORPORATION OF THE TOWN OF ERIN**

**Schedule "C" to By-Law # 16 -**

Response Calls	<b>2016 \$2,824.00</b>
	<b>2017 \$2,965.00</b>
	<b>2018 \$3,113.00</b>
	<b>2019 \$3,269.00</b>
	<b>2020 \$3,432.00</b>
Public Education (Life, Fire Safety)	<b>\$50.00</b> per hour per officer
Letters of Compliance	<b>\$75.00</b> to be paid to the Town of Erin by the Requester
Fire Watch (securing of a building after a fire)	<b>\$275.00</b> per hour
Fire Code Inspections (residential)	<b>\$200.00</b> per inspection plus mileage (current Town of Erin rates in effect at the time) for the first 2 hours, each additional hour is charged at a rate of \$80.00 per hour To be paid by the owner
Fire Code Inspections (Commercial)	<b>\$200.00</b> per inspection plus mileage (current Town of Erin rates in effect at the time) for the first 2 hours, each additional hour is charged at a rate of \$80.00 per hour To be paid by the municipality
Response calls per hour, over a 2-hour duration	<b>\$550.00</b> per vehicle per hour or any part thereof <b>\$275.00</b> per vehicle ½ hour
Hazardous Materials Response	<b>2016 \$2,824.00</b>
	<b>2017 \$2,965.00</b>
	<b>2018 \$3,113.00</b>
	<b>2019 \$3,269.00</b>
	<b>2020 \$3,432.00</b>
	plus materials and additional costs incurred

\*Fuel surcharge may apply to all calls if fuel increases surpass the cost of living increase.

**CORPORATION OF THE TOWN OF ERIN**

**BY-LAW # 16 -**

**Being a By-Law to appoint Ursula D'Angelo  
as Director of Finance / Treasurer / Tax Collector  
for the Corporation of the Town of Erin**

**Whereas** Section 286(1) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of a municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality;

**Now Therefore** the Council of the Town of Erin hereby **enacts as follows:**

- 1. That Ursula D'Angelo be appointed as the Director of Finance / Treasurer / Tax Collector.
- 2. This By-Law repeals By-Law #05-97.
- 3. That this By-Law will come into force and take effect upon final passage thereof.

**Passed in open council on June 21, 2016.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE TOWN OF ERIN**

**By-law Number 16-**

Being a By-law to amend the Site Plan Control  
By-law 01-32 to include the  
Site Plan Control Agreement as Appendix A

**WHEREAS**, pursuant to Section 41 of the Planning Act as amended, the Council of a Municipality having approved an Official Plan which designates the whole of the Town of Erin as an area subject to site plan control,

**AND WHEREAS**, Site Plan Approval is conditionally approved by Council as noted in Resolution 10-282 as amended,

1. Therefore Council amends 01-32 by including Appendix A, the Site Plan Control Agreement, last revision 06/15/2016, as attached, to this by-law, to be used for all Site Plan Control Agreement required by the municipality.
2. This by-law repeals by-law 11-36
3. That this By-law will come into force and take effect upon final passage thereof.

Passed in open Council on June 21, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# Appendix A

## TOWN OF ERIN

### SITE PLAN CONTROL AGREEMENT

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**TOWN OF ERIN  
SITE PLAN CONTROL AGREEMENT**

**1. PREAMBLE**

THIS AGREEMENT, made in quadruplicate on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF ERIN**  
Hereinafter called the "Town" of the First Part

- and -

-----  
Hereinafter called the "Owner" of the Second Part

- and -

***NOTE: ALL EXISTING ENCUMBRANCES MUST EXECUTE THIS AGREEMENT***

-----  
Hereinafter called the "Mortgagee of the Third Part

WHEREAS the Owner represents and warrants that they are the registered owners of the lands described in Schedule A hereto, (hereinafter called the Lands), subject to a mortgage in favour of the Parties of the Third Part;

AND WHEREAS the Town has enacted a Site Plan Control By-law, Town of Erin By-Law No. 01-32 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, Chapter P.13, which is still in full force and effect;

AND WHEREAS each and every term, covenant and condition contained herein in this Agreement is binding upon the Owner and when registered on title is binding upon the successors in title;

AND WHEREAS the Owner has applied to the Town to construct \_\_\_\_\_ gross floor area, in accordance with the site plan described in the attached Schedule B ("Approved Site Plan"), Schedules C, D, E and F, of which the "Approved Site Plan" drawing is available at the Town of Erin Municipal Office for viewing;

AND WHEREAS the Council of the Town is of the opinion that it is in the best interest of the Town and its inhabitants to approve the aforementioned development proposal upon the Owner agreeing to observe the terms, covenants and conditions set forth in this Agreement;

AND WHEREAS s.41(7)(c) of the Planning Act permits the Town to enter into a site plan agreement as a condition to the approval of plans and drawings;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the Town approving the Site Plan for the development of the Lands and compliance with the conditions in the Site Plan Control By-law and the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged) the Owner, for itself and for all successors in title, hereby agrees with the Town as follows:

**2. DEFINITIONS**

Various works and terms used in the Agreement shall be defined and understood as follows:

1. Owner - includes the current and any subsequent owner of an interest in the subject Lands or any part thereof.
2. Owner's Engineer - means a Consulting Engineer registered with the Professional Engineers of Ontario, retained by the Owner to carry out the obligations of this Agreement. Any obligations imposed on the Owner's Engineer by this Agreement are obligations of the Owner which are to be discharged by the Owner's Engineer.
3. Town's Engineer - means a Consulting Engineer registered with the Professional Engineers of Ontario, retained by the Town to grant the engineering approvals required by this Agreement. Any engineering approvals granted by the Town Engineer under this Agreement shall be deemed to be approvals granted by the Town.

4. Services and Works- means and includes those services and works which are considered Municipal Services and Site Services shown on or referred to in any one or more of the plans and drawings and schedules to this Agreement. Municipal Services include those services located within the Municipal right-of-way on a block or easement registered in favour of the Town. Site Services are the balance of the services located within the boundary of the property that are not considered Municipal Services.
5. Plans and Drawings—means the plans and drawings referred to in the Schedules to this Agreement, and approved by the Town, copies of which have been filed with the Town and initialed by the Parties hereto and such additional plans and drawings as may be subsequently approved by the Town including plans and drawings which revise or replace any one or more of the plans and drawings forming part of this Agreement.

### 3. AFFECTED LANDS

- a. The Lands to which this Agreement shall apply are described on Schedule A to this Agreement and are on file at the Town of Erin Municipal Office, 5684 Wellington Rd. 24, R.R.#2 Hillsburgh, ON N0B 1Z0.

### 4. ATTACHED SCHEDULES

- a. The following Schedules are attached to and form part of this Agreement.
- i. Schedule A Description of the Lands.
  - ii. Schedule B The Approved Site Plan.
  - iii. Schedule C A List of the Services and Works and Utilities to be Constructed.
  - iv. Schedule D The Estimated Costs of Services and Works to be Constructed.
  - v. Schedule E Monies Payable to the Town.
  - vi. Schedule F List of Approved Plans and Drawings. (if applicable)

### 5. ADMINISTRATION

#### a. REGISTRATION OF AGREEMENT

- i. This Agreement shall be registered by the Town against the Lands and shall be enforceable against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, against any and all subsequent owners of the land or any part thereof.

#### b. VOIDING AGREEMENT

- i. If the services and works covered by this Agreement are not completed within two (2) years from the date of execution of this Agreement, the Town may, at its option, declare this Agreement null and void and shall be permitted to register against the Lands notice that it considers the Agreement null and void because of its breach by the Owner.

#### c. RELEASE

- i. The Town may, from time to time, when satisfied that part or all of the requirements of this Agreement have been fully and finally complied with, grant a partial or full release, as the case may be, from part or all of the requirements of this Agreement and such release, if granted, shall be registered by the Town against the subject lands.

#### d. SUCCESSORS IN TITLE

- i. The Owner hereby constitutes any successor in title with full authority to enter into any agreement or agreements with the Town to amend this Agreement from time to time.

#### e. ASSIGNMENT

- i. The Owner shall not assign this Agreement without the consent of the Town and such consent shall not be unreasonably withheld.

#### f. AGREEMENT BINDING

- i. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and successors in title.

#### g. MORTGAGEES

- i. The Party(ies) of the Third Part join herein to consent hereto and to bind their interest in the subject lands and agree to be bound by the terms of this Agreement.

h. AGENCY APPROVAL

- i. Upon the request of the Town, the Owner shall provide to the Town written confirmation of approval of the Site Plan by any other agencies and utility companies.

i. NOTICES

- i. Any notice required or permitted to be given hereunder shall be in writing and may be served either personally or by mailing such notice by registered mail, postage prepaid, as follows:

To the Town at:                   The Corporation of the Town of Erin  
c/o Ms. Kathryn Ironmonger, Town Manager  
5684 Trafalgar Rd, Hillsburgh, Ontario, N0B 1Z0

To the Owner at:

To the Mortgagee(s) at:

j. ADJACENT LANDS

- i. The Owner shall be responsible for the cost of all work on or adjacent to the Lands which are required under the terms of this Agreement and/or indicated on the approved plans and drawings including, without limiting the generality of the foregoing, the cost of all works required for drainage of surface water and roof water, connections to the watermain and water service pipe, construction of driveway approaches, including curbing, relocation of existing utilities where necessary, all of which shall be done and performed and all material for the said work shall be supplied to the satisfaction of the Town.

k. INSPECTION OF FACILITIES

- i. The Owner hereby grants to the Town, its servants, agents and contractors a license to enter upon the Lands for the purposes of inspection of the works and facilities, and to perform such work as may be required as a result of a default by the Owner, at the Owner's expense.

l. ENFORCEMENT

- i. The Town may enforce the provisions of this Agreement and may perform any of the Owner's obligations on their behalf at their expense in the case of default by the Owner, and the Owner shall reimburse the Town for such expenses forthwith upon being invoiced therefor. Any amount remaining unpaid may be deducted from the security lodged pursuant to this Agreement or may be collected as by action or taxes pursuant to Section 427 of the Municipal Act, 2001, S.O. 2001, Chapter c.25, as amended.

m. SEVERANCE OF ULTRA VIRES TERMS

- i. If any term of this Agreement shall be found to be Ultra Vires of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement, mutatis mutandis, shall be and remain in full force and effect.

n. ESTOPPEL AGAINST OWNER

- i. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term of it and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings. Notwithstanding the foregoing, if at any time during the currency of the Agreement it is found by any Court of competent jurisdiction, any administrative tribunal or Ministry of Government that this Agreement or any part thereof is void insofar as the Town is empowered to enter into this Agreement then no obligation, liability or duty of any nature or kind whatsoever whether in law or in equity shall be imposed upon the Town to carry out any part of this Agreement found to be void.

o. EFFECTIVE DATE

- i. This Agreement shall be in effect from the above date unless rescinded or amended by agreement between the Owner and the Town.

**6. SECURITIES**

a. LETTER OF CREDIT

- i. As required by this Agreement and not less than ten (10) days prior to commencement of construction, the Owner shall lodge with the Town a standby irrevocable Letter of Credit, in a form satisfactory to the Town, in the amount of 100% off site and 50% on site of the estimated cost of the services and works to be constructed based upon the estimated cost set forth in Schedule D annexed to this Agreement, as approved by the Town. The Owner shall provide to the Town a tender summary for services and works to be constructed in accordance with this Agreement. In the event such costs of construction vary in excess of 5% from those as estimated in Schedule D, the amount of the Letter of Credit shall be adjusted accordingly.

- ii. This Letter of Credit shall be security to ensure that the works and services to be provided in accordance with this Agreement will be installed and completed in accordance with the provisions of Schedule C of this Agreement. The Letter of Credit shall specify that it cannot be cancelled or allowed to lapse unless prior notice by registered mail, has been received thirty (30) days in advance, by the Town, of any cancellation date or date of lapse. Any lapse or cancellation of the Letter of Credit shall be deemed to be a breach of this Agreement by the Owner and the Town shall have the right to draw down the Letter of Credit to a nil balance prior to its lapse or cancellation date. (The amount to be drawn down shall be sufficient to provide securities for the services and works outlined in Schedule C, and as estimated in Schedule D, as adjusted.)

iii. Municipal Services

As work is completed, inspected and approved by the Town, the security may be reduced, if so approved by the Town, provided there are no registered liens or outstanding claims against the subject lands, as confirmed by the Town's Solicitors, to an amount equal to 100% of the estimated cost of the work remaining to be completed, based on the adjusted amounts as set out above, including any approved extra works not specifically itemized in Schedule D, plus 25% of the cost of the works completed, as estimated by the Owner's Engineer. In no case will the security required under this Section be reduced to less than 25% of the value of works remaining until the granting of final approval by the Town as provided in Sections 9.d and 9. f.

Site Services

As work is completed, inspected and approved by the Town, the security may be reduced, if so approved by the Town provided there are no registered liens or outstanding claims against the subject lands, as confirmed by the Town's solicitors, to an amount equal to 50% of the estimated cost of the work remaining to be completed, based on the adjusted amounts as set out above, including any approved extra works not specifically itemized in Schedule D.

b. LIEN ON LANDS

- i. The Owner agrees that the costs, charges and expenses for which they are responsible shall form a charge and lien upon the Lands until such time as they are paid and in addition to any other remedies available to it, the Town may recover such amounts by action or as taxes pursuant to Section 427 of the Municipal Act, 2001, S.O. 2001, Chapter c.25, as amended.

c. OWNER'S EXPENSE

- i. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless specifically stated otherwise.

d. DEVELOPMENT CHARGES

- i. The Owner agrees unconditionally to pay to the Town without protest or qualification development charge(s) (herein called the "Development Charge") which will be calculated in accordance with the requirements of Town of Erin By-law 2004-39.

- ii. The Development Charge(s) shall be payable upon the execution of this Agreement, under authority of s. 27 of the Development Charges Act, 1997, S.O. 1997, Chapter c. 27.
  - iii. The Owner agrees that building permits will not be issued for any buildings or structures to be erected on the Lands until the Development Charge has been paid.
- e. **TAXES OWING**
- i. Before the execution of this Agreement, the Owner shall pay all taxes owing on the Lands, and shall deposit with the Town all outstanding payments in respect of any local improvement charges.
- f. **TOWN'S ADMINISTRATIVE EXPENSES**
- i. The Owner agrees to pay to the Town the reasonable administrative expenses of the Town in connection with the development of the Lands which, without limiting the generality of the foregoing, shall include all the expenses of the Town heretofore and hereafter incurred for legal, engineering, surveying, planning and inspection services, extra council meetings, if any, and clerk's and other employees' extra time, if any, and for this purpose shall pay such costs from time to time upon demand.
- g. **STATUTORY DECLARATIONS OF ACCOUNTS PAID**
- i. The Owner agrees that upon applying for a reduction or discharge of securities, they shall supply the Town with a Statutory Declaration that all accounts for services and works and materials for such services and works have been paid, except the normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such services and works done or materials supplied for or on behalf of the Owner in connection with this Agreement.

## **7. LIABILITY AND INSURANCE**

- a. **OWNER'S LIABILITIES**
- i. The Owner covenants to indemnify and save harmless the Town against all legal liability for losses, damages, claims, actions, demands, suits and costs arising directly or indirectly from anything done or omitted to be done by the Owner or any servant, contractor or agent of the Owner, in connection with the Lands, whether or not in performance of this Agreement.
  - ii. For the purposes aforesaid, the Owner shall purchase a contract of liability insurance and shall deposit a certified copy of same with the Town Clerk which policy shall contain terms and be in a form satisfactory to the Town, in any event, shall not be less than \$2,000,000.00 all inclusive for public liability and property damage including any environmental damage or impacts, including spills. Such contract of insurance shall contain cross-liability clauses naming the Town and the Town's Engineer as additional co-insured, and the premium for this contract shall be prepaid for at least one (1) year. The issuance of such contract shall not be construed as relieving the Owner from responsibility for other or larger claims for which it may be held responsible.
  - iii. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice, by registered mail, has been received thirty (30) days in advance, by the Town and the Town's Engineer of any proposed alteration, cancellation date, or date of lapse. A lapse of this policy prior to release of this Agreement by the Town shall be deemed to be a breach of this Agreement by the Owner.
  - iv. The insurance policy may contain an exclusion for blasting and if it does and blasting is found necessary, no blasting shall be done until a blasting insurance endorsement is added.
  - v. If the policy contains a deductible clause, the Owner must post an additional cash deposit with the Town in the amount of the deductible. The Owner also hereby agrees that the Town and the Town's Engineer may appoint an independent adjuster to investigate claims, less than the deductible amount and may pay such claims as are deemed valid by the adjuster out of this deposit. The Owner shall be responsible for all adjustments, service costs and shall maintain the deposit throughout the term of this Agreement in the full amount of the deductible.
- b. **LIABILITY RELEASE**
- i. It is understood and agreed that the Town will make an effort with the available Town personnel to do inspections to strive for completion of the work in

accordance with the approved plans, but the Owner and its successors and assigns hereby release the Town, its servants, agents and contractors, from any responsibility, or liability arising directly, or indirectly out of any of the Town's obligations in relation to this Agreement.

- ii. The Owner for itself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the services and works and matters referred to and provided for in this Agreement.

## **8. OWNER'S OBLIGATION(S) PRIOR TO CONSTRUCTION**

### **a. OBLIGATION(S) PRIOR TO CONSTRUCTION OF SERVICES AND WORKS**

- i. Deposited with the Town a Letter of Credit as required by Section 6 of this Agreement.
- ii. This Agreement has been executed, and the Owner has provided evidence to the Town that all relevant commenting agencies have been provided with a copy of this Agreement and are satisfied with its terms.
- iii. Deposited with the Town a \$5,000.00 deposit as an advance against the Owner's liability for the Town's administrative costs as set out in Section 6(f) of this Agreement.
- iv. Paid in full all outstanding taxes, including drainage, local improvement and special rates and charges.
- v. Deposited with the Town evidence that it has approvals with Hydro One, Bell Canada, the gas utility company and cable television and any other suppliers of utilities which the Town deems necessary to properly develop the Lands.
- vi. Paid a drainage levy in the amount of \$1,100.00 per acre (OWMS Subdivision only), pursuant to the OWMS Subdivision Agreement.
- vii. Paid all charges in accordance with the Development Charges By-law.
- viii. Obtained any approvals required by law.
- ix. Erected snow fences or other siltation and erosion control measures to the satisfaction of the Town. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the Lands, and shall remain in place and in good repair during all phases of grading and construction.

### **b. RESPONSIBILITIES OF THE OWNER'S CONSULTING ENGINEER**

- i. The Owner shall engage a Consulting Engineer registered with the Professional Engineers of Ontario and or an Ontario Land Surveyor to:
  - 1. Prepare the designs.
  - 2. Prepare and furnish all required drawings and specifications.
  - 3. Obtain all necessary approvals.
  - 4. Provide general administration and field layout and full-time supervision of construction.
  - 5. Provide final "record drawings" of all services, works, utilities and construction.
  - 6. Provide coordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all the works specified in this Agreement.
  - 7. Verify on completion that the works have been constructed in accordance with the approved plans and specifications.
  - 8. Where the Owner is the applicant for a building permit, to satisfy the Town that the requirements of Section 11(a) have been complied with.
- ii. The Owner shall, forthwith upon demand, provide the Town with such number as the Town deems necessary of the designs, drawings and records prepared and maintained pursuant to this Agreement.

## **9. SERVICES, WORKS AND UTILITIES TO BE CONSTRUCTED**

### **a. CONSTRUCTION BY OWNER**

- i. The Owner shall construct the services and works set forth in Schedule C of this Agreement, at its expense and under the supervision of the Owner's Engineer in accordance with the terms of this Agreement and shall ensure that the utilities referred to in Section 8.a.v. of this Agreement are installed in accordance with the approval of such utilities and approved by the Town. If at any time, and from time to time during the development of the lands, the Town determines that additional services or utilities are necessary to provide adequately any of the services or utilities required pursuant

to this Agreement, the Owner shall construct such additional services or utilities at its expense upon receiving written notice from the Town.

b. **NOTIFICATION OF COMMENCEMENT**

- i. The Owner shall not commence construction of any of the services or works or utilities until it has provided seven (7) days prior written notice to the Town of its intention to commence such construction.
- ii. The services, works and utilities shall be constructed expeditiously and continuously and all construction shall be completed within two (2) years from the date of execution of this Agreement unless extended by the Town. If, for any reason, there is a cessation or interruption of construction, the Owner shall so notify the Town and provide seven (7) days prior written notification to the Town before the construction is resumed.

c. **CONSTRUCTION AND PROGRESS OF SERVICES AND WORKS**

- i. The Owner shall construct all services and works set forth in Schedule C and all utilities referred to in Section 8.a.v. in accordance with the Schedule of Progress and Completion which is to be provided to and approved by the Town prior to commencement of construction and shall carry out all other terms of this Agreement. If the Owner fails to do so or, having commenced to do so, fails or neglects to proceed with reasonable speed or in the manner required by the Town, the Town may, upon giving seven (7) days notice to the Owner of its intention to do so, enter upon the Lands and proceed to construct or complete the construction of such services or works or utilities including the repair or reconstruction of faulty work and carry out such other terms of this Agreement at the Owner's expense and pay such expense by deducting it from the security lodged by the Owner and any balance unpaid shall be a lien upon the Lands and shall be paid by the Owner forthwith upon demand and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, as amended, *supra*.
- ii. It is understood and agreed between the Parties that any such entry by the Town shall be as agent for the Owner and shall not be deemed for any purpose whatsoever as acceptance or assumption of the said services or works or utilities by the Town or a waiver of any breach of this Agreement and the Town, in addition to all remedies it may have, may refuse to issue building permits or reduce letters of credit until the construction of such services or works or utilities are completed or such other breach of this Agreement is remedied.

d. **PRELIMINARY APPROVAL OF MUNICIPAL SERVICES AND WORKS**

- i. When the Owner has constructed the municipal services, works and utilities outlined in this Agreement, the Town, within two weeks after being so notified shall inspect such services and works and shall deliver to the Owner a list of any deficiencies to be corrected which deficiencies shall be corrected as soon thereafter as is practicable (provided that the Owner shall not be responsible for any damage caused by the Town or its servants, employees and contractors). When such deficiencies have been corrected and if the Owner has fulfilled all other terms of this Agreement to that date, the Town shall grant preliminary approval, upon application of the Owner, and shall reduce the Letter of Credit accordingly and the Maintenance Period shall commence.
- ii. Notwithstanding the foregoing, the Town shall not be required to make any inspections or perform any tests between November 1st and May 1st of the following year and shall not be required to approve the installation of any services or works based on tests performed in such period.

e. **OPERATION, REPAIR AND MAINTENANCE OF MUNICIPAL SERVICES AND WORKS**

- i. The Owner shall be responsible for the operation, repair and maintenance of all municipal services and works to be constructed under this Agreement for (1) one year and thereafter until the Town has granted final approval. If during this period the Owner fails to carry out necessary work within twenty-four (24) hours after receiving a request from the Town, the Town may, without further notice, undertake such work and the cost thereof may be deducted from any securities remaining or shall be paid by the Owner forthwith upon demand, which costs shall include all administrative, legal and other expenses incurred by the Town in carrying out such work. Any amount that remains owing shall form a lien on the lands and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, *supra*.



- f. **FINAL APPROVAL OF MUNICIPAL SERVICES AND WORKS**
- i. Upon the completion of the balance of the municipal services and works required in accordance with this Agreement and prior to the expiration of the (1) year maintenance period, the Owner shall make a written request to the Town for a final inspection. Such request shall be accompanied by a certificate from the Owner's Engineer verifying that the services and works have been constructed in accordance with the approved plans and specifications, together with the final record drawings required under Section 8.b.i.(5) of this Agreement, and a certificate from an Ontario Land Surveyor as required under Section 9.h. The Town shall make such inspection within two (2) weeks of the Town receiving such request and the Owner shall repair any deficiencies listed by the Town as soon as it is practical thereafter and upon all repairs being completed, and if the Owner has complied with all other terms of this Agreement, the Town shall grant final approval of such services and works, and thereupon the ownership of such services shall vest in the Town and thereafter the Town shall bear the costs of all expenses therewith. Where required to carry out the intent of this paragraph, the Owner shall deliver conveyances and transfers at no expense to the Town in a form acceptable to the Town's solicitor.
  - ii. Notwithstanding the foregoing, the Town shall not be required to make any inspections or perform any tests between November 1st and May 1st of the following year and shall not be required to grant final approval of the installation of any services or works based on tests performed in such period.
- g. **USE OF SERVICES AND WORKS BY THE TOWN**
- i. The Owner agrees that:
    1. The services and works may be used prior to final approval by the Town or other persons authorized by the Town for the purpose for which such services were designed.
    2. The employees or agents of the Town may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the services at the expense of the Owner
    3. The exercise of the powers contained in clauses (1) and (2) of this Section shall not be an acceptance of the services and works by the Town or an assumption by the Town of any liability in connection therewith or a release of the Owner from any of its obligations under this Agreement.
- h. **SURVEYOR'S CERTIFICATE**
- i. Prior to final approval of the services and works to be constructed under this Agreement, the Owner shall supply a certificate from an Ontario Land Surveyor that it has found or replaced all the standard iron bars to within 2.5 cm of the finished grade at the location of the standard iron bar marking the boundaries of the property and easements or right-of-ways within the property.

## **10. DRAINAGE AND GRADING CONTROL**

- a. **GRADING CONTROL**
- i. The Site Plan which references the grading information (*OWMS Subdivision and Marshall Development*), as described in Schedule F, applies to the Lands to provide for the proper drainage thereof and of all adjacent lands which drain through the Lands.
  - ii. The Owner shall not alter the grading without the consent of the Town, and hereby grants to the Town a right of entry in perpetuity for the purpose of inspecting and altering the grading. The Owner agrees to impose as a condition of the sale of the Lands or any portion of the Lands, and include in the conveyance thereof, a restrictive covenant that the purchaser, his heirs, executors, administrators, successors and assigns will not alter the approved lot grading without the consent of the Town and a right of re-entry in perpetuity that will allow at all reasonable times the Owner or the Town to enter on such lands for the purpose of checking such grades, levels and elevations and, where necessary altering such grades, levels and elevations at the Owner's expense.
  - iii. The Owner shall not permit the installation of any underground lawn irrigation systems within the leaching bed area, or in any area that may detrimentally affect the operation and effectiveness of the leaching bed. No structures, including accessory buildings and no landscaping (other than grass) shall be located within the leaching bed area.
- b. **DUST CONTROL**

- i. The Owner shall use such method to prevent any dust problem as the Town shall deem necessary and for this purpose, the Town may notify the Owner in writing from time to time of the requirements of the Town.
- c. **CONSTRUCTION REFUSE**
- i. The Owner agrees to regularly dispose of all construction refuse and debris in an orderly and sanitary fashion. If the Owner fails to remove and dispose of construction refuse and debris to the satisfaction of the Town, the Town may give written notice to the Owner. If the Owner fails to dispose of the refuse and debris within forty-eight (48) hours after having received a written request from the Town to do so, the Town may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Owner forthwith upon demand, which costs shall include all expenses incurred by the Town in carrying out such removal and disposal. Any amount that remains owing shall form a lien on the Lands and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, supra.
- d. **CONSTRUCTION REQUIREMENTS**
- i. During the construction and installation of the services and works and during the construction of any building or structure on any part of the Lands, and the installation of any utility, the Owner shall observe, or cause to be observed the following provisions, and shall deliver a copy of this part of the Agreement to every contractor who may perform any of the foregoing work.
  - ii. During road and drainage system construction, vehicular traffic must be kept off the sewage system areas to prevent soil compaction. No building materials or soil should be stock piled in sewage system envelopes.
  - iii. All public roads which are to be used for access to the Lands during the development of the Lands and during any construction of buildings on the Lands shall be kept in good and usable condition, and, if damaged, shall be repaired immediately to the satisfaction of the Town Engineer at the cost of the Owner.
  - iv. All vehicles and trucks making deliveries to or taking materials from the Lands or working on the Lands shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish or debris on any road whether within the Lands or not.
  - v. All construction garbage shall be collected and disposed of in an orderly manner at an approved waste disposal site. Under no circumstances shall garbage or rubbish of any kind be disposed of by burning on the Lands without necessary approvals of the Ministry of Environment and Energy and the consent of the Town.
  - vi. The Owner will neither dump nor permit to be dumped, any fill or debris on Town lands, nor remove or permit to be removed, any fill from any Town lands, other than that actually required to be removed for the construction of services in the Lands, without the written consent of the Town Engineer.
  - vii. No blasting shall be carried out without the written consent of the Town having first been obtained.
  - viii. The Owner shall keep the Lands free and clear of all noxious weeds or weed seeds to the satisfaction of the Town or local Weed Inspector, if any, and the Owner agrees that if it is ordered by either the Town or local Weed Inspector, it will immediately take steps to cut or spray any noxious weeds or weed seeds.
  - ix. At any time, the Town Engineer may make qualitative or quantitative tests of any materials which have been or are proposed to be used in the construction of the services and the costs of such tests shall be paid by the Owner within ten (10) days of the account being rendered by the Town.
  - x. The Owner agrees that no building equipment, including contractor's equipment, vehicles or materials which are to be used in the construction of any building or the services shall be parked or deposited at any time on any public road in the Town.
  - xi. The Owner shall maintain access to all building sites at all times to the satisfaction of the Fire Chief for fire department equipment.

## **11. BUILDINGS, USE AND OCCUPANCY**

- a. **REQUIREMENTS FOR BUILDING PERMITS**
  - i. The acceptance by the Town of any services constructed pursuant to this Agreement shall not be construed as consent to issue building permits for the construction of buildings within the Lands and no building permits shall be issued unless:
    - 1. There has been compliance with all of the provisions of this Agreement to the date of such application.

2. The application complies with the terms and conditions of this Agreement and all applicable laws and includes the Site Plan attached as Schedule B.
3. The Site Plan attached as Schedule B has been certified by the Owner's Engineer or by a Registered Professional Engineer, or Ontario Land Surveyor (where a subsequent owner is the applicant) to be in compliance with the Site Grading Plan as described in Schedule F hereto, and has been submitted to the Town and has been approved by the Town's Engineer. The Site Plan shall clearly define all existing and proposed lot elevations, foundation elevations, sewage disposal system, driveway, walkout and swale, grades, well location, slopes, terracing and retaining walls, and any other information relative to the grading of the Lands.
4. The Letter of Credit as outlined in Section 6.a. includes an amount for grading and drainage. These securities will be retained until the Town has issued a Certificate of Compliance and Occupancy, the Town is satisfied that all grading and drainage has been completed in accordance with the approved Site Plan and the Town has inspected the water service and shut-off and has confirmed that it is operational, is set to final grade and is satisfied with the water meter and meter reading device installation. This will require the submission of an as constructed Site Plan prepared by the Owner's Engineer or other authorized representative of the Owner who prepared the Site Plan and confirmation from the Town's Engineer that the grading of the Lands has been completed in accordance with the Site Plan and the Grading Control Plan. It may also require confirmation from the current registered owner of the Lands that there are no drainage or grading problems on the Lands.
  - a. Where the grading is not completed in accordance with the Site Plan within 30 days of written demand from the Town to the Owner, the Town may, in its absolute discretion complete the lot grading and pay any expense incurred as a result of the default by deducting any such amount from the security. Any amount that remains owing shall form a lien on the lands and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, supra, 1990, Chap. M.45, as amended.
5. The applicant has complied with the Town's requirements regarding the installation of a driveway culvert and an entrance as follows. The applicant for a building permit shall complete an application for an entrance and culvert permit and pay to the Town the Town's current entrance fee. The Town will provide the applicant with a list of approved contractors whom the applicant may use to install the entrance culvert. The applicant shall provide the Town with the name of the contractor selected to complete the works and the date the entrance is to be constructed. The applicant shall not proceed with the entrance culvert installation or use a contractor without the prior approval of the Town Public Works Superintendent. The size and location of the entrance culvert must be approved by the Town prior to the issuance of any building permits. On completion of the installation, the Town shall inspect the entrance and notify the applicant of any deficiencies that require correction. If there are no deficiencies, the Town will approve the installation.
6. The Owner further agrees that the construction of the building will not proceed past the foundation stage until it has delivered to the Chief Building Official "as constructed drawings" prepared by a Registered Professional Engineer and or Ontario Land Surveyor showing the foundation wall elevation and the location of the foundation, and the Town's Engineer has confirmed that the foundation wall elevation complies with the levels shown on the approved plot plan and that the Chief Building Official has confirmed that the location of the foundation complies with the zoning by-law.
7. All utilities for the Lands have been approved by the supplier of such utility.

b. **REQUIREMENTS FOR USE AND OCCUPANCY**

- i. No building or any part thereof erected on any of the Lands shall be occupied

until the Town has issued a Certificate of Compliance and Occupancy for a finished building, the final grading of the lands has been completed in accordance with the Site Plan and Site Grading Plan, the requirements of the Town's building by-laws have been met, all municipal services have been completed, all utilities have been completed and approved and the water, hydro and sewage services are functioning.

- ii. Occupancy may be permitted in the winter months provided the Town has issued a Certificate of Compliance and Occupancy for a finished or unfinished building (as the case may be) and that all utilities have been completed and approved and the water, hydro and sewage services are functioning. Any grading and entrance culverts not completed and approved by the Town prior to occupancy must be completed by June 1st in the following year.
- iii. The Owner shall grade the Lands in accordance with the detailed Site Plan as approved.
- iv. Anyone occupying any building or part thereof in contravention of this Section accepts all risk and liability for doing so and accepts all responsibility for complying with this Agreement
- v. It is understood and agreed between the Parties that any such entry by the Town shall be as agent for the Owner and shall not be deemed for any purpose whatsoever as acceptance or assumption of the said services or utilities by the Town or a waiver of any breach of this Agreement and the Town, in addition to all remedies it may have, may refuse to issue building permits until the construction of such services and works or utilities are completed or such other breach of this Agreement is remedied.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their respective hands and seals.

THE CORPORATION OF THE TOWN OF ERIN

Per: \_\_\_\_\_  
Allan Alls, MAYOR (c/s)

Per: \_\_\_\_\_  
Kathryn Ironmonger, TOWN MANAGER

THE OWNER

\_\_\_\_\_)  
\_\_\_\_\_)  
Witness \_\_\_\_\_) Company Name (c/s)  
\_\_\_\_\_) per: \_\_\_\_\_, Director,  
(Please print) \_\_\_\_\_) (I have the authority to bind the corporation)  
\_\_\_\_\_)  
\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_) Company Name  
\_\_\_\_\_) per: \_\_\_\_\_, Director  
(I have the authority to bind the corporation)

THE MORTGAGEE

\_\_\_\_\_) \_\_\_\_\_ (Signature)  
\_\_\_\_\_) \_\_\_\_\_ (Please Print) (c/s)  
Witness \_\_\_\_\_) (I have the authority to bind the corporation)  
\_\_\_\_\_) \_\_\_\_\_ (Signature)  
(Please print) \_\_\_\_\_) \_\_\_\_\_ (Please Print)  
\_\_\_\_\_) (I have the authority to bind the corporation)

**SCHEDULE A**

**DESCRIPTION OF THE LANDS**

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the  
Town of Erin, in the County of Wellington and being composed of .

**SCHEDULE B**  
**THE APPROVED SITE PLAN**



**SCHEDULE C****SERVICES AND WORKS AND UTILITIES TO BE CONSTRUCTED (IN ACCORDANCE WITH THE CURRENT TOWN OF ERIN MUNICIPAL SERVICING STANDARDS)**

(as detailed on the Site Plan)

1. **On-site (Private Services)** and works to be constructed: (sample only)
  - a. Grading and surface drainage
  - b. Lighting
  - c. Berms and landscaping
  - d. Underground water service pipe
  - e. Roof water drainage
  - f. Curbed and asphalted parking and loading areas
  - g. Private on-site sewage disposal
  
2. **Off-site (Municipal Services)** and works to be constructed: (sample only)
  - a. Curbed and asphalted entrance
  - b. Ditching and sodding of ditch
  - c. Connection to watermain
  
3. Utilities to be provided: (sample only)
  - a. Electrical connection as approved by Hydro One
  - b. Telephone
  - c. Natural Gas

**SCHEDULE D**

**ESTIMATED COSTS OF SERVICES AND WORKS (sample only)**

<b>SERVICES AND WORKS TO BE PROVIDED</b>	<b>ESTIMATED COST</b>
1. On-site services and works to be constructed: (sample only)	
a. Lot grading and surface drainage	\$
b. Lighting	\$
c. Berms and landscaping	\$
d. Underground water service pipe	\$
e. Roof water drainage	\$
f. Curbed and asphalted parking and loading areas	\$
g. Private on-site sewage disposal	\$
<b>TOTAL ESTIMATED COST OF ON-SITE WORK</b>	<b>\$</b>
<b>50% OF TOTAL ESTIMATED COST OF ON-SITE WORK</b>	<b>\$</b>
2. Off-site Municipal services and works to be constructed: (sample only)	
a. Curbed and asphalted entrance	\$
b. Ditching and sodding of ditch	\$
c. Connection to watermain	\$
<b>TOTAL ESTIMATED COST OF OFF-SITE WORK</b>	<b>\$</b>
<b>100% OF TOTAL ESTIMATED COST OF OFF-SITE WORK</b>	<b>\$</b>
3. Utilities to be provided: (Sample only)	
a. Telephone	not applicable
b. Natural Gas	not applicable
4. Engineering Costs:	\$
<b>TOTAL ESTIMATED COST OF WORKS</b>	<b>\$</b>
<b>TOTAL ESTIMATED COSTS OF SECURITIES REQUIRED (sum - total of 1 and 2)</b>	<b>\$</b>

**SCHEDULE E**  
**MONIES PAYABLE TO THE TOWN**

ITEM	AMOUNT
In accordance with Section 6(f), the Owner agrees to pay the Town the costs of the Town=s administrative expenses in connection with this Agreement, including without limiting the generality of the foregoing, such expenses as legal, engineering, surveying, planning and inspection expenses. As required by Section 8(a)iii, the Owner shall deposit \$5,000.00 with the Town to secure the Town' s costs ( <i>\$1,000.00 deposit applies to amendments to existing agreements</i> )	\$5,000.00 or \$1,000.00 (amendments only)
Site Plan Application Fee ( <i>Application fee to amend existing agreements \$500.00</i> )	\$2,000.00 or \$500.00 (amendments only)
Entrance permit fee in accordance with Section 11(a)i(5).	
The drainage levy of \$1,100.00 per acre pursuant to Section 8(a)vi of the Agreement. ( acres x \$1,100/acre) ( <i>OWMS Subdivision only</i> )	
Any monies due and payable pursuant to the Town Development Charges By-law	\$
Building Permit Fee	
Septic Permit Fee	\$500.00
Water Meter (\$405.39 if applicable)	To be determined
County Development Charge	
Any other monies payable	N/A

**SCHEDULE F****LIST OF APPROVED PLANS AND DRAWINGS (OWMS subdivision and Marshall Development)**

Erin Industrial Park Site Servicing and Grading Plan, dated March 2001, prepared by Triton Engineering Services Limited.

Marshall Development Overall Site Grading and Drainage Plan, Drawing 1 of 6, prepared by R.E. Clipsham Limited, dated May 4, 1989, last revised April, 1990, Revision No. 3.

Town of Erin Municipal Servicing Standards, dated March 2001.

**THE CORPORATION OF THE TOWN OF ERIN**

**BY-LAW # 16 –**

**Being a By-Law to authorize the  
Director of Finance and Clerk to execute  
the Green Municipal Fund (GMF)  
Grant Agreement**

**Whereas** Section 3.1 of the Municipal Act, 2001, c. 25, as amended enables a municipality to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

**And whereas** the Government of Canada and the Federation of Canadian Municipalities (FCM) have established the Green Municipal Fund (GMF) to assist municipalities in Canada with municipal environmental project and to, *inter alia*, provide grants for plans, feasibility studies, and pilot projects respecting such proposed projects;

**And whereas** the Government of Canada has funded GMF, which is being administered by FCM as trustee thereof;

**And whereas** FCM, in its capacity as trustee of GMF, has agreed to provide The Corporation of the Town of Erin (Recipient) with a grant for use by the Recipient solely for the plan, study or pilot project described in the Agreement attached hereto;

**And whereas** the Agreement attached hereto contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient;

**Now therefore** the Council of the Town of Erin hereby **enacts as follows:**

1. That the Director of Finance and Clerk are hereby authorized to execute the Green Municipal Fund Grant Agreement, attached hereto and forming part of this By-law, between Federation of Canadian Municipalities, as Trustee of the Green Municipal Fund, and The Corporation of the Town of Erin;
2. That this By-Law shall come into force and takes effect upon the final passage thereof.

**Passed in open Council on June 21, 2016.**

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**Mayor**

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**Clerk**

**GREEN MUNICIPAL FUND (GMF)**

**No.: 15042**

**Title: Town of Erin Urban Centre Wastewater Servicing Class Environmental Assessment**

**Grant Agreement  
Study**

**Between**

**THE CORPORATION OF THE TOWN OF ERIN**

**- and -**

**FEDERATION OF CANADIAN MUNICIPALITIES,  
as Trustee of the Green Municipal Fund**

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*This document is not an offer to enter into a contract and, until executed by all parties, it is not a contract.*

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GMF no.: 15042

## GRANT AGREEMENT

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF ERIN**

(herein called “Recipient”)

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**, as Trustee of the Green Municipal Fund

(herein called “FCM”)

**WHEREAS:**

- (a) the Government of Canada (herein called “GoC”) and FCM have established the Green Municipal Fund (herein called “GMF”) to assist municipalities in Canada with municipal environmental projects and to, *inter alia*, provide grants for plans, feasibility studies, and pilot projects respecting such proposed projects;
- (b) the GoC has funded GMF, which is being administered by FCM as trustee thereof;
- (c) FCM, in its capacity as trustee of GMF, has agreed to provide the Recipient with a grant for use by the Recipient solely for the plan, study or pilot project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

**NOW THEREFORE**, the parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND SCHEDULES

**Section 1.01      Definitions.**

Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

“**Audit Report**” means the audit report attached as Part 2 of Schedule F;

“**Authorizing By-law(s) or Authorizing Resolution**” has the meaning provided in Section 4.01;

“**Business Day**” means a day of the year other than a Saturday or Sunday or a statutory holiday observed in the Province of Ontario;

“**Certificate of Incumbency and Authority**” means the certificate attached as Schedule C;

**“Claim Summary With Supporting Documentation”** means a form of claim summary provided by FCM to the Recipient prior to a Request for Contribution;

**“Claim Summary Without Supporting Documentation”** means a form of claim summary provided by FCM to the Recipient prior to a Request for Contribution;

**“Contribution”** means, in the aggregate, the parts of the Grant Amount advanced by FCM to the Recipient as provided in this Agreement;

**“Contribution Date”** has the meaning provided in Section 2.05;

**“Eligible Costs”** has the meaning provided in Part 2 of Schedule A;

**“Final Contribution”** means the last disbursement of the Grant Amount. In the event that the Recipient obtains the Grant Amount in a single contribution, Final Contribution has the same meaning as Contribution;

**“Final Study”** means the final version of the report summarizing the activities undertaken in conducting the feasibility study or pilot project described in Part 1 of Schedule A;

**“Financial Audit”** means an audit of the Recipient’s Statement of Expenses set forth in Part 3 of Schedule F relating to the Project which is to be conducted at or after the time the Project is completed. The financial audit shall be carried out by an independent public accountant acceptable to FCM in accordance with GAAP and the scope of financial audit outlined in Part 1 of Schedule F. The financial audit shall be completed and submitted with the Statement of Expenses set forth in Part 3 of Schedule F and otherwise in the form of the Audit Report set forth in Part 2 of Schedule F;

**“First Contribution”** has the meaning provided in Section 2.05;

**“First Contribution Date”** has the meaning provided in Section 2.05;

**“GAAP”** means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

**“Grant”** means the grant of funds by FCM to the Recipient as contemplated by this Agreement;

**“Grant Amount”** means the amount of the grant made by FCM to the Recipient, up to the maximum amount set forth in Section 2.02;

**“Grant Expiration Date”** has the meaning provided in Section 2.04;

**“Material Change”** means any change:

- (a) to the description of the Project, as provided in Part 1 of Schedule A;
- (b) to the budgeted project costs, as provided in Part 2 of Schedule A; and
- (c) to the particulars of the sources of funding as provided in Part 3 of Schedule A.

“**Project**” means the plan, feasibility study or pilot project, as applicable, described in Part 1 of Schedule A;

“**Project Completion Date**” has the meaning provided in Section 2.03;

“**Project Completion Report**” means the Project completion report attached hereto as Schedule E;

“**Project Progress Report**” means the report attached hereto as Schedule D;

“**Request for Contribution**” means the request for contribution attached hereto as Schedule B;

“**Second Contribution**” has the meaning provided in Section 2.05;

“**Second Contribution Date**” has the meaning provided in Section 2.05;

“**Statement of Expenses**” means the statement of expenses attached as Part 3 to Schedule F;

### **Section 1.02      Schedules.**

The following annexed Schedules form part of this Agreement:

- Schedule A:    Part 1: Description of the Project  
                   Part 2: Description of Budgeted Project Costs  
                   Part 3: Particulars of the Sources of Funding
- Schedule B:    Form of Request for Contribution
- Schedule C:    Form of Certificate of Incumbency and Authority
- Schedule D:    Form of Project Progress Report
- Schedule E:    Form of Project Completion Report
- Schedule F:    Audit Requirements  
                   Part 1: Scope of Financial Audit  
                   Part 2: Form of Audit Report  
                   Part 3: Form of Statement of Expenses

### **Section 1.03      Interpretation.**

In this Agreement:

- (a)    the division into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

- (b) the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires: (i) references to any Section are references to the Section of this Agreement; (ii) "including" or "includes" means "including (or includes) but is not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it; (iii) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time; (iv) references to currency or to "\$" shall be to lawful currency of Canada; and (v) words in the singular include the plural and vice-versa and words in one gender include all genders.

## **ARTICLE 2 THE GRANT**

### **Section 2.01      Grant Purpose.**

FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project.

### **Section 2.02      Grant Amount.**

Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs an amount (the "**Grant Amount**") that is equal to the lesser of:

- (i) the sum of one hundred and seventy-five thousand dollars (\$175,000); or
- (ii) fifty percent (50%) of Eligible Costs;

provided that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 3 of Schedule A (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, as contemplated in Part 2 of Schedule A, then FCM may reduce the Grant Amount determined pursuant to this Section 2.02 to such amount as it deems appropriate, in its sole and absolute discretion.

### **Section 2.03      Project Completion Date.**

The Recipient anticipates that the Project will be completed by no later than the 31<sup>st</sup> day of August, 2018 (the "**Project Completion Date**"). As contemplated by Section 5.01, the Recipient shall inform FCM as soon as it becomes aware that the Project is not likely to be completed by such date.

### **Section 2.04      Grant Expiration Date.**

If the Recipient fails to meet the conditions of Contribution set forth in the Form of Request for Contribution and fails to obtain the Final Contribution as provided for in Section 2.05 within the earlier of:

- (a) six (6) months from the Project Completion Date set out in Section 2.03 above, or

(b) three (3) years from the date of this Agreement,

then FCM may, at its sole and absolute discretion and on notice to the Recipient, forthwith terminate this Agreement.

**Section 2.05      Contributions.**

The Recipient shall request the advance of each of the First Contribution and the Second Contribution by delivering to FCM a completed Request for Contribution in the form of Schedule B, indicating the Business Day on which it would like to receive the applicable contribution (in respect of the First Contribution, the “**First Contribution Date**”, in respect of the Second Contribution, the “**Second Contribution Date**”, and each is a “**Contribution Date**”). Provided that the conditions of Contribution set forth in the Request for Contribution have been met to the satisfaction of FCM at least thirty (30) days before the applicable Contribution Date, FCM shall advance the Grant Amount to the Recipient as follows:

- (a) the First Contribution shall be equal to the lesser of (the “**First Contribution**”):
  - (i) the sum of one hundred thirteen thousand seven hundred and fifty dollars (\$113,750); or
  - (ii) fifty percent (50%) of the Eligible Costs then incurred by the Recipient.
- (b) the Second Contribution shall be equal to the lesser of (the “**Second Contribution**”):
  - (i) the sum of one hundred and seventy-five thousand dollars (\$175,000) less the amount of the First Contribution; or
  - (ii) fifty percent (50%) of Eligible Costs then incurred by the Recipient less the amount of the First Contribution.

For greater certainty, the aggregate amount of the First Contribution and of the Second Contribution shall not exceed the amount set out in Section 2.02.

**Section 2.06      Evidence of Incurred Costs.**

The Recipient shall confirm in a manner satisfactory to FCM, the Eligible Costs incurred by the Recipient in relation to the Project by submitting to FCM:

- (a) in the case of each Contribution, a Claim Summary With Supporting Documentation, together with copies of supporting invoices and receipts; or
- (b) in the case of the First Contribution, a Claim Summary Without Supporting Documentation and in the case of the Final Contribution, a Financial Audit (Audit Report and Statement of Expenses) in the form of Schedule F. **All invoices and receipts together with back-up documentation but must be kept for audit purposes for at least seven (7) years after the Final Contribution Date.**

**ARTICLE 3**  
**CONDITIONS OF CONTRIBUTION OF THE GRANT**

**Section 3.01**      **Conditions of Contribution.**

Subject to Section 2.05, the obligation of FCM to remit the Grant Amount is conditional upon the Recipient satisfying the conditions set out in the Request for Contribution attached as Schedule B, to the satisfaction of FCM.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

**Section 4.01**      **Representations and Warranties.**

The Recipient represents and warrants that:

- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Project;
- (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
- (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
- (d) the council of the Recipient has passed a resolution or by-law authorizing the preparation of the Project and the entering into of this Agreement (the "**Authorizing By-law(s) or Authorizing Resolution**") in full compliance with applicable laws and regulations at meetings at which a quorum was present;
- (e) no application has been made or action brought to quash, set aside or declare invalid the Authorizing By-law or Authorizing Resolution nor have the same been in any way repealed, altered or amended, and such Authorizing By-law or Authorizing Resolution is now in full force and effect;
- (f) it is not subject to any restructuring order under any applicable statutory authority;
- (g) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under this Agreement;
- (h) it owns all right, title and interest, including all intellectual property rights, in and to the Final Plan or Final Study, as applicable, the Project Progress Report(s) and the Project Completion Report, including photographs contained therein, submitted pursuant to this Agreement and has sole and exclusive rights to use thereof. Prior to submission hereof:



- (i) any person involved in the preparation of such reports will execute and deliver to the Recipient a written agreement which effects the assignment to the Recipient of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein; and
  - (ii) any identifiable person featured in a photograph submitted to FCM, pursuant to this Agreement, will execute and deliver to the Recipient a written agreement granting permission to use his or her image, including but not limited to posting it on a public website;
- (i) the Final Plan or Final Study, as applicable, the Project Progress Report(s) and the Project Completion Report, including photos contained therein, submitted pursuant to this Agreement that the Recipient will submit to FCM will not infringe upon any of the intellectual property rights of any other person and the Recipient has not received any charge, complaint, claim, demand, or notice alleging any interference, infringement, misappropriation or violation of the intellectual property rights of any other person, nor does the Recipient know of any valid grounds for any bona fide claims.

## ARTICLE 5 COVENANTS

### Section 5.01 Affirmative Covenants.

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:

- (a) use the Grant only for the Project;
- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all applicable environmental, health and safety laws of the Province of Ontario and of Canada;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, financial and business practices; maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP. **The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least seven (7) years after the Final Contribution Date;**
- (d) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project;
- (e) clearly label as confidential all information embodied in tangible form that is prepared and/or delivered by or on behalf of the Recipient to FCM pursuant to this Agreement, that the Recipient deems to be confidential information, and if the information that the Recipient deems to be confidential information is disclosed orally or visually, the Recipient shall clearly identify it as such at the time of disclosure ("**Confidential Information**");
- (f) provide two versions of each report in the event that a Project Progress Report, Project Completion Report and/or Final Plan or Final Study, as applicable, contains Confidential

Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM’s public website and/or made available through other social media websites or tools and otherwise made available to interested third parties;

- (g) incorporate the following language into the Final Plan or Final Study, as applicable, and the Project Completion Report, unless it has received written notice to the contrary from FCM:

“© 2015, Corporation of the Town of Erin. All Rights Reserved.

The preparation of this feasibility study was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

- (h) comply with FCM’s communication requirements, for the period between the signature of this Agreement and the date that is five (5) years following the Final Contribution and shall:
- (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the GoC. A GMF communications officer will contact the Recipient to discuss the process immediately after the signature of this Agreement;
  - (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the GoC to participate in such promotional events;
  - (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project;
  - (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM’s public website or through other social media websites and tools and made available through other mediums and in various formats (the “**Interview**”);
- (i) grant FCM a perpetual, irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, distribute, adapt, change formats, display and translate the Final Plan or Final Study, as applicable, the Project Progress Report(s) and the Project Completion Report which are prepared and/or delivered by or on behalf of the Recipient to FCM pursuant to this Agreement in furtherance of the goals and objectives of the FCM and/or the GMF;
- (j) grant FCM all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual’s image, including but not limited to posting the Interview on a public website;

- (k) provide to FCM the following information, in form and content satisfactory to FCM:
- (i) prompt notice of any change to the Project Completion Date as set out in Section 2.03;
  - (ii) a Project Progress Report in the form of Schedule D, on the dates described in Schedule D and additional Project Progress Reports, if requested by FCM, within thirty (30) days of FCM making such requests;
  - (iii) prompt notice of any proposed change in the nature or scope of its legal status;
  - (iv) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient;
  - (v) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient, to perform its obligations under this Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient;
  - (vi) immediate notice of the occurrence of any Event of Default relating to it specifying the nature of such Event of Default, and the steps, if any, that it is taking to remedy the same; and
  - (vii) such other information as FCM may from time to time reasonably request from it by notice to it.

**Section 5.02      Negative Covenants.**

Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Costs;
- (b) make any Material Change;
- (c) sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the properties, whether movable or immovable, relating to the Project, whether now owned or hereafter acquired, and whether to a private sector partner of it or otherwise, except if provided for in Schedule A.

**ARTICLE 6  
EVENTS OF DEFAULT**

**Section 6.01      Events of Default.**

The following events are “**Events of Default**”:

- (a) default shall have occurred in the performance of any covenant, agreement or undertaking of the Recipient contained in this Agreement, and any such default shall have continued for a period of

not less than fifteen (15) days after notice thereof shall have been given to the Recipient, as applicable, by FCM;

- (b) any representation or warranty confirmed or made in Article 4 or in a Request for Contribution under this Agreement or in connection with the execution and implementation of this Agreement or in connection with the Project, is found to have been incorrect or misleading;
- (c) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient;
- (d) if any act or thing which, in the determination of FCM, does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under this Agreement and the Project has occurred or may occur;
- (e) failure to comply with Section 2.04 of this Agreement;
- (f) failure to deliver to FCM the Project Completion Report, even in the event that the Project is not completed, in form and content satisfactory to FCM on or before the Grant Expiration Date; and
- (g) in the event that the Project is completed, failure to deliver to FCM the Final Plan or Final Study in form and content satisfactory to FCM on or before the Grant Expiration Date.

#### **Section 6.02      Remedies.**

Upon the occurrence of an Event of Default, FCM may by notice to the Recipient:

- (a) terminate this Agreement;
- (b) to the extent not already disbursed to the Recipient, terminate any further requirement to make the First Contribution and/or Second Contribution;
- (c) in the case of an Event of Default provided in the foregoing Section 6.01(f) and Section 6.01(g), declare the disbursed Grant Amount immediately repayable (anything in this Agreement to the contrary notwithstanding) without any further notice and without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Recipient; and/or
- (d) take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

#### **Section 6.03      Saving of Rights.**

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**Section 7.01      Notices and Requests.**

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

To the Recipient:

Corporation of the Town of Erin  
5684 Trafalgar Road  
Hillburgh, Ontario  
N0B 1Z0

Attention:      Ms. Ursula D'Angelo  
                         Treasurer

- telephone:                      519-855-4407
- by facsimile:                      519-855-4821
- by electronic mail:              Ursula.DAngelo@erin.ca

To FCM:

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention:      Mr. Jim Wren  
                         Project Officer - Contracts

- telephone:                      613-907-6373
- by facsimile:                      613-244-1515
- by electronic mail:              jwren@fcm.ca

Any notice, demand, request or other communications made or given by personal delivery shall be deemed to have been made or given on the day of actual delivery thereof, and if made or given by ordinary or registered mail, on the 3<sup>rd</sup> Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission or by electronic mail, on the 1<sup>st</sup> Business Day following the transmittal thereof. If the party giving any notice, demand, request or other communications knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such notice, demand, request or other communications shall not be mailed, but shall be given by personal delivery, facsimile transmission or electronic mail.

**Section 7.02      Release and Indemnification by the Recipient.**

The Recipient acknowledges and agrees that:

- (a) By accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM.
- (b) The Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.
- (c) The Recipient agrees to indemnify and save harmless FCM and its directors, officers, agents, servants and employees from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter suffered or incurred by FCM and its directors, officers, agents, servants and employees as a result of or arising directly or indirectly out of or in connection with: (i) the Project; (ii) any act of, or failure to act by, the Recipient or its directors, officers, agents, servants or employees; (iii) any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto; (iv) any breach or non-performance by the Recipient of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and (v) any breach or alleged breach by the Recipient of the intellectual property rights of any person, and, without limiting the generality of the foregoing, FCM shall not be liable for any bodily injury, death or property damage of any person or any claim against the Recipient or its directors, officers, agents, servants or employees by which FCM may be made or attempted to be made a party and any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient or its directors, officers, agents, servants or employees arising out of or in any way related to this Agreement or the Project.
- (d) The Recipient shall be solely and fully responsible for the Project or any element thereof. FCM shall not be responsible in any way whatsoever for the Project or any element thereof. The Recipient acknowledges and agrees that it shall be responsible for all acts of its directors, officers, agents, servants and employees and that all such acts shall be treated as acts of the Recipient for the purposes of this Agreement.

**Section 7.03      FCM's Limited Liability.**

FCM has executed this Agreement solely in its capacity as Trustee of the GMF and not in its own capacity. Accordingly, recourse with respect to any liability or obligation of FCM in connection with this Agreement shall be limited only to the property and assets of the GMF and neither FCM nor any director, officer, agent, servant or employee thereof shall have any personal liability therefor.

**Section 7.04      Further Assurances.**

The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to

more fully state the obligations of either party to this Agreement or to make any recording, file any notice or obtain any consent.

**Section 7.05      Amendment.**

Any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by both parties.

**Section 7.06      Choice of Language.**

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

**Section 7.07      Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**Section 7.08      Choice of Forum.**

The parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be a Court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

**Section 7.09      Effectiveness.**

This Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until this Agreement has been terminated in accordance with Section 2.04 or Section 6.02, whichever shall first occur.

**Section 7.10      Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of FCM.

**Section 7.11      Severability.**

In the event that any part of a provision(s) of this Agreement is (are) held to be invalid, unenforceable, or void, such provision(s) shall, by the adjudicating body, be applied to the fullest extent possible and shall be read-down only to the extent absolutely necessary to comply with applicable law. If any provision(s) of this Agreement is (are) held to be invalid, unenforceable, or void, such provision(s) shall be severed from the rest of the Agreement. The fact that part of a provision(s) or an entire provision(s) has (have) been held to be invalid, unenforceable, or void such determination shall not affect the validity and enforceability of any other remaining provisions.

**Section 7.12      Waiver of Rights.**

Except as expressly provided in this Agreement, any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been

given. No failure on the part of a party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**Section 7.13      Entire Agreement.**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.

**Section 7.14      Audit.**

FCM reserves the right, at its own expense, to audit compliance by the Recipient with this Agreement at any time.

**Section 7.15      Counterparts.**

This Agreement may be executed in two counterparts and, in such case, each such counterpart shall be deemed an original, but both of which together shall constitute one and the same agreement.



**ARTICLE 8  
SURVIVAL**

**Section 8.01      Survival.**

The provisions of Section 5.01 pertaining to copyright and communication, Article 7, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.**

**THE CORPORATION OF THE TOWN OF ERIN**

per: \_\_\_\_\_  
Ms. Dina Lundy  
Clerk

date: \_\_\_\_\_

*I have authority to bind the Recipient herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,  
as Trustee of the Green Municipal Fund**

per: \_\_\_\_\_  
Mr. Geoffrey Waters  
Senior Manager, Funding Services

date: \_\_\_\_\_

*I have authority to bind FCM herein.*

## SCHEDULE A

### Part 1: Description of the Project

The Town of Erin will conduct a feasibility study to determine the optimal wastewater collection and treatment system to meet provincial wastewater and controlled river discharge regulations, and allow for population growth.

The town is experiencing growth pressure due to its location on the fringe of the Greater Toronto Area and the Provincial Greenbelt. Located within the West Credit River watershed which is a cold water fishery, the town is currently serviced by municipal water and private sewage systems. Existing private sewage systems are aging past their intended service life and many of the lots in the urban areas are too small to accommodate replacement systems that meet current Ontario Building Code standards. As a result, the town completed a Servicing and Settlement Master Plan (SSMP) in 2014 which included Phases 1 and 2 of the municipal Class Environmental Assessment (EA) process. The SSMP recommended the installation of a municipal wastewater collection and treatment system. There is currently a development freeze in place for large development proposals until the town completes Phases 3 to 5 of the Class EA process for wastewater servicing which this feasibility study will satisfy.

A municipal wastewater system will eliminate nearly 1,500 septic systems that are uncontrolled non-point sources of pollution to groundwater and surface water. Furthermore, a municipal sewage system will allow new growth to occur with a population increase of approximately 1,500 people or 500 homes.

Specifically, the study will:

- Identify and evaluate alternative sewage collection system technologies, design concepts, and potential locations against social, economic and environmental impacts.
- In addition to wastewater treatment regulatory indicators, consider environmental performance indicators such as vehicle fuel consumption and vehicle kilometers travelled.
- Explore a typical approach where specific technologies are selected during the Class EA.
- Explore a performance based approach where the Class EA would identify processes and not specific technologies that would allow the sanitary collection and treatment system to meet performance criteria (flow rate, raw sewage concentrations, effluent concentrations, etc.).
- Explore the potential for utilizing alternative financing procurement/public private partnerships (P3) with Infrastructure Ontario. Capital project implementation will depend on its debt carrying capacity and as a result, the financial analysis will be a critical component of this feasibility study.
- Complete an Environmental Study Report (ESR) for the project and place the ESR on the public record for comment.

## SCHEDULE A

### Part 2: Description of Budgeted Project Costs

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

<b>WORK PLAN AND BUDGET - Feasibility Studies</b>					
<b>Phases</b>			<b>Eligible Cost (\$)</b>	<b>Ineligible Cost (\$)</b>	<b>Total Cost (\$)</b>
<b>Phase 1: Develop evaluation framework</b>	<b>Start date:</b>	01/07/2015	<b>End date:</b>	29/02/2016	
Prepare LOI request			\$7,000		<b>\$7,000</b>
Evaluate LOI request submissions and short list consultants			\$7,000		<b>\$7,000</b>
Prepare RFP request			\$9,500		<b>\$9,500</b>
Evaluate RFP request submissions and select consultant			\$10,000		<b>\$10,000</b>
<b>ABOVE TASKS REQUIRED TO SECURE A QUALIFIED CONSULTANT TO COMPLETE THE FEASIBILITY STUDY/CLASS EA</b>			\$0		<b>\$0</b>
Project evaluation framework will be based on the triple-bottom-line approach as it will follow the Municipal Class EA process where all options will be evaluated for their impacts on the social/community, economic and natural environments. Refer also to line items in Phase 2: Conduct Study and Phase 3: Evaluate and Make Recommendations below.			\$2,000		<b>\$2,000</b>
<b>Phase 1 Subtotal</b>					<b>\$35,500</b>
<b>Phase 2: Conduct study</b>	<b>Start date:</b>	01/03/2016	<b>End date:</b>	31/05/2017	
Complete remaining West Credit River dissolved oxygen and temperature modelling requested by the CVC in their comments on the West Credit River Assimilative Capacity Study			<b>\$88,270</b>		<b>\$88,270</b>
Identify alternative collection system technologies and locations of same			<b>\$50,000</b>		<b>\$50,000</b>
Identify alternative site locations for treatment plant and pumping stations			<b>\$50,000</b>		<b>\$50,000</b>
Identify alternative treatment plant design concepts to meet stringent effluent criteria including denitrification			<b>\$50,000</b>		<b>\$50,000</b>
Inventory natural, social and economic environments for collection and treatment plant locations and design concepts			<b>\$50,000</b>		<b>\$50,000</b>
Provide interim report on identified alternatives			<b>\$15,000</b>		<b>\$15,000</b>
<b>ABOVE FOLLOWS PHASE 3 OF THE MUNICIPAL CLASS EA PROCESS</b>			\$0		<b>\$0</b>
<b>Phase 2 Subtotal</b>					<b>\$303,270</b>
<b>Phase 3: Evaluate and make recommendations</b>	<b>Start date:</b>	01/06/2017	<b>End date:</b>	31/12/2017	
Evaluate social, economic and natural environmental impacts of alternative collection system technologies and locations of same			<b>\$100,000</b>		<b>\$100,000</b>

Evaluate social, economic and natural impacts of alternative site locations for wastewater treatment plant and pumping stations	\$100,000		\$100,000
Evaluate social, economic and natural environmental impacts of alternative treatment plant design concepts	\$100,000		\$100,000
Complete financial analysis for the project including Alternative Financing Procurement and Public/Private Partnerships (P3) option	\$50,000		\$50,000
Identify collective recommended design and facility site locations and mitigating measures for potential environmental impacts	\$50,000		\$50,000
Consult with review agencies and members of the public	\$30,000		\$30,000
Provide interim report on alternative evaluations	\$20,000		\$20,000
Make recommendations and obtain Council approval	\$5,000		\$5,000
<b>ABOVE CONTINUES TO FOLLOW PHASE 3 OF THE MUNICIPAL CLASS EA PROCESS</b>	\$0		\$0
<b>Phase 3 Subtotal</b>			<b>\$455,000</b>
<b>Phase 4: Reporting</b>	<b>Start date:</b>	01/01/2018	<b>End date:</b> 03/31/2018
Complete Environmental Study Report (ESR)	\$75,000		\$75,000
Obtain Council approval of the Environmental Study Report	\$5,000		\$5,000
Circulate Environmental Study Report to review agencies and members of the public	\$10,000		\$10,000
<b>ABOVE FOLLOWS PHASE 4 OF THE MUNICIPAL CLASS EA PROCESS</b>	\$0		\$0
<b>Phase 4 Subtotal</b>			<b>\$90,000</b>
<b>Subtotal - Cash costs:</b>	<b>\$883,770</b>	\$0	\$883,770
<b>In-kind costs (Lead applicant - staff time)</b>	\$0	\$0	\$0
<b>In-kind costs (Other)</b>	n/a	\$0	\$0
<b>Total Costs</b>	<b>\$883,770</b>	<b>\$0</b>	<b>\$883,770</b>
<b>Total Eligible Costs</b>			<b>\$883,770</b>

<b>Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain.</b>
Approximate 10% of each line item includes a contingency allowance for unforeseen circumstances. Total contingency is <b>\$88,000</b> .

1. The expenditures claimed are subject to audit by FCM. The amounts contributed by the GMF may vary as a consequence.
2. The following criteria were developed to help FCM determine whether to accept an application by the Recipient to have an in-kind contribution on account of salaries, fees or remuneration included as an Eligible Cost. The value of the Project's total in-kind contributions on account of salaries, fees or remuneration cannot exceed **10% of the sub-total Eligible Costs** (Note: the value of such accepted in-kind contributions shall be included in determining the value of the total Eligible Costs).

### Eligible and Ineligible Costs for Studies

#### **Expenses that are eligible for partial reimbursement must be:**

1. invoiced directly to the Recipient. Any invoices that are not invoiced directly to the Recipient will not be reimbursed.
2. incurred after **September 11, 2015** (except for consulting services costs to prepare the application, which are eligible for reimbursement if incurred after June 11, 2015).
3. an integral and an essential component of the initiative and required to help achieve the environmental objective of the initiative.
4. actually and reasonably incurred in accordance with applicable industry standards.
5. submitted in the format described in the Evidence of Incurred Costs clause (Article 2). If the Recipient is submitting a Claim Summary With Supporting Documentation, it must be accompanied by backup documentation (i.e. invoices) if the expense is \$1,000 or more. Please also include invoices from subcontractors of \$1,000 or more, that are included in the submitted contractor invoices. The backup documentation must equal at least 50 per cent of the total eligible costs claimed (excluding in-kind).
6. **The Recipient must keep all invoices, receipts and back-up documents for seven (7) years after the Final Grant Contribution Date.**

Cost category	Eligible Costs	Ineligible costs
<b>Section A: Costs incurred prior to date application received by FCM</b>		
<b>Pre-application</b>	Consulting costs to write the GMF application incurred up to 90 days prior to application receipt date.	All other costs incurred prior to application receipt date.
<b>Section B: Costs incurred after date application received by FCM</b>		
<b>Administrative</b>	Administrative costs that are directly linked to and have been incurred for the study, such as: <ul style="list-style-type: none"> <li>• communication costs (e.g. long-distance calls or faxes)</li> <li>• permits or certifications required for the study</li> <li>• printing or photocopying by outside suppliers</li> <li>• acquisition of documents used exclusively for the study</li> <li>• document translation</li> </ul>	Office space, supplies and general overhead costs incurred in the ordinary course of business.
<b>Advertising</b>	Advertising costs essential to communicating the study to the public, as well as study evaluation, such as: <ul style="list-style-type: none"> <li>• fees for advertising development</li> </ul>	Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the study.

Cost category	Eligible Costs	Ineligible costs
	<ul style="list-style-type: none"> <li>• fees for media distribution</li> <li>• website development</li> <li>• public surveys</li> </ul>	Promotional items.
<b>Audit</b>	The cost of a financial audit if required by FCM.	
<b>Equipment rental</b>	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.
<b>Meetings and public gatherings</b>	Costs related to meetings and public gatherings that communicate the study to the public and that collect feedback, such as: <ul style="list-style-type: none"> <li>• facility rental</li> <li>• audiovisual equipment</li> </ul>	Any hospitality expenses such as: <ul style="list-style-type: none"> <li>• food and drink</li> <li>• alcohol</li> <li>• door prizes</li> <li>• entertainment</li> <li>• music</li> <li>• decorations</li> <li>• flowers, centerpieces</li> </ul>
<b>Services</b>	Fees for professional or technical consultants and contractors.	Costs associated with person(s) enrolled on your organization's payroll, except for those defined under the category listed as "in-kind."  Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by any program of the Government of Canada.
<b>Supplies and materials</b>	Supplies and materials that are specifically needed to undertake the study.	Costs related to ongoing or other business activities and not a specific requirement of the study.
<b>Transportation, shipping and courier charges</b>	Transportation costs for delivery of materials and services essential for the study.	Any transportation expense related to ongoing or other business activities.
<b>Travel and accommodation</b>	Travel and associated expenses for you and for consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent the such travel is necessary to conduct the study.	Travel and associated expenses of a partner in the study.  Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
<b>Taxes</b>	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (federal, territorial or provincial).
<b>In-kind</b>	Contribution of staff time by your organization's employees (including permanent and contract employees). The value of the total in-kind contributions for staff salaries or other remuneration cannot exceed 10% of the other eligible costs.	In-kind contribution of goods and services other than salaries.  In-kind contribution made by anyone other than your organization.  In-kind contribution by your organization above 10% of eligible

Cost category	Eligible Costs	Ineligible costs
	To claim this type of in-kind contribution, you will have to submit a letter from an authorized officer within your organization confirming the details of the in kind contribution.	costs.

## SCHEDULE A

### Part 3: Particulars of the Sources of Funding

The funding for the Project is planned as:

<b>SOURCES OF FUNDING</b>				
<b>Funding source</b>	<b>Description</b>	<b>Confirmed</b>	<b>Amount</b>	<b>Percentage of Total Budget</b>
<b>Green Municipal Fund</b>	Grant	January 28, 2016	<b>\$175,000</b>	<b>20%</b>
<b>Town of Erin</b>	Cash	To be confirmed.	<b>\$283,770</b>	<b>32%</b>
<b>Town of Erin</b>	Cash	July 2015	<b>\$425,000</b>	<b>48%</b>
<b>TOTAL</b>			<b>\$883,770</b>	<b>100%</b>



**SCHEDULE B**

**Form of Request for Contribution**

**[LETTERHEAD OF THE RECIPIENT]**

**[Address]**


**[Date]**

Federation of Canadian Municipalities  
 24 Clarence Street  
 Ottawa, Ontario  
 K1N 5P3


Attention: Mr. Jim Wren  
 Project Officer - Contracts

Ladies and Gentlemen:

**Re: Green Municipal Fund – no. 15042 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Town of Erin (“Recipient”) (the “Agreement”)**

<b>First Contribution</b>	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Recipient certify and confirm that the Recipient is requesting the First Contribution and that the Recipient has satisfied each condition of contribution listed in this table.</p> <p><b>A check mark has been placed to the left of each row to demonstrate that the Recipient has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	<p>The Recipient would like to receive the First Contribution on <b>[Instruction: insert date]</b>.</p>
<input type="checkbox"/>	<p>The Recipient would like the First Contribution to be disbursed to the following account:</p> <p style="padding-left: 40px;">Name of Bank:                      Address of Bank:                      Telephone no. of Bank: <b>XXX-XXX-XXXX</b>                      Bank no.: <b>XXX [3 Digits]</b>                      Transit no.: <b>XXXXXX [5 Digits]</b>                      to the credit of Recipient's Account no.:</p>
<input type="checkbox"/>	<p>The CRA Business Number (BN) of the Recipient is <b>[Instruction: insert BN]</b> (FCM is collecting the BN as required by the Charity Directorate of Revenue Canada)</p>
<input type="checkbox"/>	<p>The Project conforms to the Project description set out in Part 1 of Schedule A of the Agreement.</p>

<input type="checkbox"/>	The Recipient satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>
<input type="checkbox"/>	<p>I am attaching to this request for contribution (check all):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> evidence of compliance with s. 2.06 of the Agreement (evidence of incurred costs).</li> <li><input type="checkbox"/> a Project Progress Report in the form of Schedule D, that FCM can post on its public website, which does not infringe a third party's copyright.</li> <li><input type="checkbox"/> a copy of the Authorizing By-law(s) as required by Article 5 of the Agreement.</li> <li><input type="checkbox"/> an updated Part 3 of Schedule A that lists the sources of funding for the Project.</li> <li><input type="checkbox"/> evidence that a municipality made a financial contribution to the Project in an amount equal or greater to 10% of the Eligible Costs.</li> <li><input type="checkbox"/> a copy of the Certificate of Incumbency and Authority in the form of Schedule C.</li> </ul>
<input type="checkbox"/>	The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Ontario and of Canada in order for the Recipient to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the First Contribution Date with the same effect as though such representations and warranties have been made on and as of the First Contribution Date.
<input type="checkbox"/>	All covenants and other obligations of the Recipient in the Agreement to be performed or complied with as of the First Contribution Date have been performed or complied with as of the First Contribution Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
<input type="checkbox"/>	All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Recipient on the First Contribution Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the First Contribution Date, the Recipient will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	I agree that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.
<p>Signature: _____ Date: _____</p>	

<b>Final Contribution</b>	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Recipient certify and confirm that the Recipient is requesting the Final Contribution and that the Recipient has satisfied each condition of contribution listed in this table.</p> <p><b>A check mark has been placed to the left of each row to demonstrate that the Recipient has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	The Recipient would like to receive the Final Contribution on _____ <b>[Instruction: insert date]</b> .
<input type="checkbox"/>	<p>The Recipient would like the Final Contribution to be disbursed to the following account:</p> <p>Name of Bank:  Address of Bank:  Telephone no. of Bank: <b>XXX-XXX-XXXX</b>  Bank no.: <b>XXX [3 Digits]</b>  Transit no.: <b>XXXXXX [5 Digits]</b>  to the credit of the Recipient's Account no.:</p>
<input type="checkbox"/>	The Project conforms to the Project description set out in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The Recipient satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>
<input type="checkbox"/>	The total costs (Eligible Costs plus other costs) of the Project for the period beginning _____ <b>[Instruction: insert actual project start date]</b> and ending on _____ <b>[Instruction: insert actual project completion date]</b> are _____ <b>[Instruction: insert dollar amount]</b> .
<input type="checkbox"/>	<p>I am attaching to this request for contribution (check all):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> evidence of compliance with s. 2.06 of the Agreement (evidence of incurred costs).</li> <li><input type="checkbox"/> an updated Part 3 of Schedule A that lists the sources of funding for the Project.</li> <li><input type="checkbox"/> a Project Completion Report in the form of Schedule E, that FCM can post on its public website, which does not infringe a third party's copyright.</li> <li><input type="checkbox"/> a copy of the Final Plan or Final Study, which is (check all): <ul style="list-style-type: none"> <li><input type="checkbox"/> labelled "Final"</li> <li><input type="checkbox"/> dated</li> <li><input type="checkbox"/> in Portable Document Format (PDF) with searchable text functionality</li> </ul> </li> </ul>

	<input type="checkbox"/> includes all attachments and appendices <input type="checkbox"/> includes the FCM and GoC funding acknowledgement described in s. 5.01(g) of the Agreement <input type="checkbox"/> includes evidence of municipal council approval
<input type="checkbox"/>	<b>Certificate of Incumbency and Authority (pick one):</b> <input type="checkbox"/> there are no changes to the Certificate of Incumbency and Authority in the form of Schedule C; or <input type="checkbox"/> I am attaching an updated Certificate of Incumbency and Authority in the form of Schedule C.
<input type="checkbox"/>	The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Ontario and of Canada in order for the Recipient to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the Final Contribution Date with the same effect as though such representations and warranties have been made on and as of the Final Contribution Date.
<input type="checkbox"/>	All covenants and other obligations of the Recipient in the Agreement to be performed or complied with as of the Final Contribution Date have been performed or complied with as of the Final Contribution Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
<input type="checkbox"/>	All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Recipient on the Final Contribution Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the Final Contribution Date, the Recipient will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	I agree that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.
Signature: _____ Date: _____	

SCHEDULE C

Form of Certificate of Incumbency and Authority

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Mr. Jim Wren
Project Officer - Contracts

Ladies and Gentlemen:

Re: Green Municipal Fund – no. 15042 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Town of Erin (“Recipient”)

Certificate of Incumbency and Authority

I, the [XXXXXX] of the Recipient, with the authority of its municipal council, hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and shall continue to be (until you receive authorized written notice from the Recipient that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Recipient a Request for Contribution provided for in the Agreement;
• to sign the certificates provided for in the Agreement; and
• to take, do, sign or execute in the name of the Recipient, any other action required or permitted to be taken, done, signed or executed under the Agreement and under any other agreement to which you and the Recipient are parties:

Table with 4 columns: No., Name, Specimen Signature, Office. Contains two rows for signature collection.

Yours truly,

The Corporation of the Town of Erin

per: [Signature Line]
[XXXXX], Authorized Representative

I have authority to bind the Recipient herein.

## SCHEDULE D

### Form of Progress Report

**REQUIREMENT:** The timing of your submission of your Project Progress Report depends on whether you are receiving a single contribution or multiple contributions for your project. Please submit your Project Progress Report by e-mail to the GMF Project Officer.

- **Single contribution:** You are required to submit this report before the date that is half way between the date on which the Agreement was signed and the Project Completion Date indicated in the Agreement. For example, if the Agreement is signed on January 1, 2011, and the Project Completion Date indicated in the contract is January 1, 2013, you must submit this report before January 1, 2012. At the time when you request the single contribution, you will submit a Project Completion Report (see Schedule E).
- **Multiple contributions:** You are required to submit this report every time you request a contribution, **except** if you are requesting the Final Contribution. When you request the Final Contribution you will submit a Project Completion Report (see Schedule E) instead of a Project Progress Report.
- You are also required to submit this report any time that FCM requests that you submit a Project Progress Report.

**PURPOSE:** Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an interview with the Project lead.

**COPYRIGHT:** Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

**CONTENT OUTLINE:** Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this report from the GMF Project Officer.**

### **Project information**

GMF number:

Name of funding recipient:

Project title:

Date of Project Progress Report:

### **Project status**

1. Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule A. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), your summary should build on the information you included in your previous report.
2. Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)? If so, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
3. When do you expect to complete the Project (month/year)? Is this the same date as the Project Completion Date indicated in Article 2 of the Agreement?

### **Lessons learned to date**

1. Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
2. What barriers have you encountered so far and what solutions have you implemented to address them?
3. If you were planning this type of Project again, what would you do differently, knowing what you know now?
4. Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
5. What advice would you give to someone in another community undertaking a similar project?

### **Photos and materials**

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

1. Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering Project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

2. Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:

- a) A caption describing what is featured in the photo.
- b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
- c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**



## SCHEDULE E

### Form of Completion Report for Studies

Please do not hesitate to contact your project officer to receive an electronic copy of the template of the Completion Report for Studies.

**Upon completion of the Feasibility Study, a copy of the Final Study must be submitted along with this Completion Report for Studies.**

FCM will post your report on the [Green Municipal Fund™ \(GMF\) website](#).<sup>1</sup> This is because one of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies. Before you submit a report to FCM, make sure you hold the copyright for the report (you own all the rights to the content and can decide who is allowed to reproduce and distribute the report) and that it does not contain any confidential information.

If the report contains confidential information, you need to submit two versions: one containing confidential information, to be read by FCM staff, and one that does not contain confidential information, which can be posted on the GMF website. Please contact FCM if you have any questions about copyright and confidentiality.

#### **How to complete the Completion Report for Studies**

The purpose of the Completion Report for Studies is simple: to share the story of your community's experience in undertaking a Feasibility Study with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report for Studies is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the Feasibility Study.

GMF grant recipients must enclose **final** copies of the Completion Report for Studies and the Final Study, both in electronic format, with their final Request for Contribution. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by GMF. Additionally, reports must be dated. If you have questions about completing this report, please consult GMF staff.

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<sup>1</sup> <http://www.fcm.ca/home/programs/green-municipal-fund.htm>

### Completion Report for Studies

<b>GMF number</b>	
<b>Name of lead applicant (municipality or other partner)</b>	
<b>Name, title, full address, phone, fax and e-mail address of lead technical contact for this study</b>	
<b>Date of the report</b>	

#### 1. Introduction

- a. Who was involved in doing the Feasibility Study, and what are their affiliations? Please include name, title and contact information. Those involved could include municipal staff, engineers and other consultants, a representative from a non-governmental organization, and others.

#### 2. The Feasibility Study

- a. Describe the process that you undertook to make this feasibility study a reality, from concept, to council approval, to RFP, to final deliverable.
- b. What were the objectives of the Feasibility Study (what was it seeking to determine)?
- c. What approach (or methodology) was used in the Feasibility Study to meet these objectives?
- d. Please describe any public consultations conducted as part of the Feasibility Study and their impact on the Study.

#### 3. Feasibility Study Findings and Recommendations

- a. What were the environmental findings related to the options explored in the Feasibility Study? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- b. What were the financial findings related to the options explored in the Feasibility Study (for example, results of a cost-benefit analysis, financial savings identified, and so on)? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- c. Based on the environmental and financial findings above, what does the Feasibility Study recommend?

#### 4. Lead Applicant's Next Steps

- a. Taking the Feasibility Study's recommendations into account, what next steps do you as the municipality plan to take? What potential benefits or internal municipal improvements would result from these next steps?

## 5. Lessons Learned

In answering the questions in this section, please consider all aspects of undertaking the Study — from the initial planning through each essential task until the Final Study was prepared.

- a. What would you recommend to other municipalities interested in doing a similar Feasibility Study? What would you do differently if you were to do this again?
- b. What barriers or challenges (if any) did you encounter in doing this Feasibility Study? How did you overcome them?

## 6. Knowledge Sharing

- a. Is there a website where more information about the Feasibility Study can be found? If so, please provide the relevant URL.
- b. In addition to the Feasibility Study results, has your Feasibility Study led to other activities that could be of interest to another municipality (for example, a new policy for sustainable community development, a series of model by-laws, the design of a new operating practice, a manual on public consultation or a measurement tool to assess progress in moving toward greater sustainability)? If so, please list these outcomes, and include copies of the relevant documents (or website links).

## SCHEDULE F

### Audit Requirements

**Recipient:** please consult Section 2.06 of the Agreement for instructions.

#### Part 1: Scope of Financial Audit

The scope of the Financial Audit must involve the following:

1. The Eligible Costs were incurred for the purposes set out in the Agreement in amounts that are reasonable and eligible for reimbursement according to the terms and conditions of the Agreement and are supported by proper documentation. **In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must: (a) qualify as “Eligible Costs” as defined in Part 2 of Schedule A to this Agreement and (b) have been incurred on or after September 11, 2015.**
2. The auditors must use the Form of Audit Report attached as Part 2 of this Schedule F.
3. The auditors must provide adjustments as required by Part 3 of this Schedule F.

## SCHEDULE F

### Audit Requirements

#### Part 2: Form of Audit Report

#### [LETTERHEAD OF RECIPIENT'S AUDITOR]

[Address]

[Date]

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Mr. Jim Wren  
Project Officer - Contracts

Ladies and Gentlemen:

#### **Re: Green Municipal Fund – Project no. 15042**

We have audited the statement of expenses of the Corporation of the Town of Erin relating to GMF – no. 15042 (the “Statement of Expenses”) for the XXXX-month period [Instruction: Insert no. of months needed by the recipient to complete the project] from the XX day of XXXXX, 201X to the XX day of XXXXX, 201X prepared in accordance with the Grant Agreement between the Federation of Canadian Municipalities (“FCM”) as Trustee and the Corporation of the Town of Erin (the “Municipality”) (the “Agreement”) for Green Municipal Fund – no. 15042 Town of Erin Urban Centre Wastewater Servicing Class Environmental Assessment. The Statement of Expenses is the responsibility of the management of the Corporation of the Town of Erin. Our responsibility is to express an opinion on this Statement of Expenses based on our audit.

We conducted our audit in accordance with Canadian Generally Accepted Auditing Standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial information is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts in the Statement of Expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Statement of Expenses.

In our opinion, the Statement of Expenses presents fairly, in all material respects, the expenses of the **Corporation of the Town of Erin** relating to GMF – no. 15042 for the XXXX-month period [Instruction: Insert no. of months needed by the recipient to complete the project] from the XX day of XXXXX, 201X to the XX day of XXXXX, 201X in accordance with the Agreement.

Yours truly,

[Signature of Chartered Accountant]

## SCHEDULE F

### Audit Requirements

#### Part 3: Form of Statement of Expenses

**Re: Green Municipal Fund – no. 15042 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Town of Erin (“Municipality”) (the “Agreement”)**

**Eligible Costs<sup>2</sup> for the period beginning September 11, 2015 and ending XXXX XX, 201X**

	Claimed Amounts	Adjustments	Audited Amounts
Administrative			
Advertising			
Audit			
Equipment Rental			
Meetings and Public Gatherings			
Services			
Supplies and materials			
Transportation, Shipping and Courier Charges			
Travel and Accommodation			
Sub-total Eligible Costs			
In-Kind (maximum 10% of other Eligible Costs)			
<b>Total Eligible Costs</b>			

<sup>2</sup> In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must qualify as “Eligible Costs” as per Part 2 of Schedule A.

**THE CORPORATION OF THE TOWN OF ERIN**

**BY-LAW # 16 –**

**Being a By-Law to authorize the Clerk to enter into  
an Agreement with the Toronto and Region  
Conservation Authority (TRCA) for funding through the  
Source Protection Municipal Implementation Fund (SPMIF).**

**Whereas** Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**Whereas** The Corporation of the Town of Erin and The Toronto and Region Conservation Authority wish to enter into a funding agreement to undertake source protection technical studies on two additional supply wells to be developed for the Town of Erin Water Supply System;

**And Whereas** The Ministry of the Environment and Climate Change by Transfer Payment Agreement between the Crown and the Conservation Authority effective March 31, 2016 has authorized the Conservation Authority to pay for such work out of technical funds provided for such purposes;

**Now therefore the Council of the Corporation of the Town of Erin enact as follows:**

1. Council hereby authorizes the Clerk to execute the Memorandum of Agreement dated June 20, 2016 between the Toronto and Region Conservation Authority (TRCA) and the Corporation of the Town of Erin, attached hereto and forming part of this by-law.
2. That this By-law shall come into force and take effect on the day of final passing thereof.

**Passed in open Council on June 21, 2016.**

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**Mayor**

---

**Clerk**

**MEMORANDUM OF AGREEMENT**

*June 20, 2016*

BETWEEN

**Toronto and Region Conservation Authority**

Hereinafter called the *Conservation Authority*

THE PARTY OF THE FIRST PART

AND

**Town of Erin**

Hereinafter called the *Municipality*

THE PARTY OF THE SECOND PART

**WHEREAS**

The Conservation Authority and the Municipality wish to undertake source protection technical studies on two additional supply wells to be developed for the Town of Erin Water Supply System and have jointly developed a detailed work plan, to perform the duties outlined in **Schedule A**, hereinafter called the Project; and

The Ministry of the Environment and Climate Change (the Ministry) by Transfer Payment Agreement between the Crown and the Conservation Authority effective March 31, 2016 has authorized the Conservation Authority to pay for such work out of technical funds provided for such purposes,

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Conservation Authority and the Municipality mutually agree as follows:

**AGREEMENT**

**1 Roles and Responsibilities of the Parties**

**1.1 Responsibilities of the Conservation Authority**

The Conservation Authority shall:

1. provide financial and status reports to the province as set out in the MOE/CA Agreement;
2. act as the liaison with the province for the Project;
3. provide for a Project Management Team and arrange for Project Management Team meetings; The Conservation Authority representatives for the Project Management Team *are Jennifer Stephens and Kerry Mulchansingh*;
4. provide for Peer Review and prepare the Peer Review reports;
5. undertake tasks as set out in Schedule A, including project management and contracting for consulting services as required for Peer Review.



## 1.2 Responsibilities of the Municipality

The Municipality shall:

1. provide project management for the tasks identified in Schedule A for the Municipality and its Consultant(s);
2. provide financial and status reports to the Toronto and Region Conservation Authority in support of the overall financial and status reporting that the Conservation Authority is required to provide to the province;
3. undertake tasks as set out in Schedule A;
4. contract for its consulting services;
5. participate on the Project Management Team. The Municipality representative for the Project Management Team is Joe Babin, Water Superintendent, Town of Erin;

## 2 FUNDING

### 2.1 Budgets

The parties agree that the Project budget shall be as set out in Schedule A.

Any changes to the scope of work and planned expenditures as set out in Schedule A must be mutually agreed to in advance in writing by the parties and are subject to available funding from the province and approval for the scope of work.

### 2.2 Payment

Funding for the Project is being supplied by the Ministry through funds held in trust by the Conservation Authority.

The Conservation Authority will flow **25%** of the municipal portion of the funds set out in Schedule A to the Municipality after this agreement has been signed and the municipality sends an invoice. Additional funds shall be paid to the Municipality on the basis of the schedule included in Schedule A. The Conservation Authority acknowledges it agrees to pay upon receipt of an invoice within 30 business days.

Any and all interest earned by the funds advanced from the Conservation Authority to the Municipality are deemed to be a contribution by the Crown, held in trust for the Crown, subject to the terms and conditions of this Agreement.

### 2.3 Schedule and Project Reporting

This Agreement covers the period from June 20, 2016 to March 31, 2017.

The parties agree that they will each use their reasonable best efforts to perform their obligations according to the work plan outlined in Schedule A based on the relevant activities and deliverables set out in Parts VI, VIII and XI of the Technical Rules : Assessment Report (November 2009).

Throughout the period of the Agreement, the Municipality shall submit progress reports, in the form and at times to be requested, to the Conservation Authority summarizing the financial status of the Project, broken down by fees and disbursements, and an estimate of percent complete on a task by task basis.

The Municipality acknowledges that the progress reports to the Conservation Authority must be submitted at least 5 business days in advance of the Conservation Authority's financial/progress reporting dates to the Ministry (which are approximately quarterly).

The Municipality will provide to the Conservation Authority a final project report at the completion of the Project that includes a detailed financial statement, summary of activities, and deliverable products, including digital files in the format specified by March 31, 2017.

#### **2.4 Peer Review**

There will be a component of peer review required to support the activities and deliverables undertaken through this Agreement. The Conservation Authority is responsible for retaining and managing the peer review with the participation of the Municipality.

### **3 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

#### **3.1 Acquisition**

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

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the Broader Public Service Accountability Act (BPSAA), including any procurement directive issued thereunder;
- (c) comply with the Ministry's rules and regulations pertaining to sole-sourcing of goods and services

### **4 GENERAL PROVISIONS**

#### **4.1 Intellectual Property**

The Municipality and its consultants hereby grants to the Conservation Authority a non-terminable, perpetual, royalty-free, non-exclusive, worldwide licence to use, distribute, sublicense, reproduce, modify, manufacture, copy, and otherwise deal with, for such purposes and uses as the Conservation Authority, in its sole opinion, determines advisable or necessary, all reports, budgets, studies, templates, compilations and collections of data, and other materials or documentation written, designed or produced by or for the Municipality pursuant to or in connection with this Agreement in any medium or format (collectively, the "Municipal Output") and in which the Municipality holds any Intellectual Property.

The Municipality represents and warrants that it shall at all material times have the rights, title, and/or interest in and to the Intellectual Property embodied in the Municipal Output that it needs to make this grant of licence to the Conservation Authority. The above licence and warranty shall survive any termination or expiry of this Agreement. The Municipality agrees to provide the Conservation Authority, as and when requested, with copies of items of the Municipal Output in a format determined by the Conservation Authority.

Where the Municipality is unable to grant to the Conservation Authority a non-terminable, perpetual, royalty-free, non-exclusive, worldwide licence to use, distribute, sublicense, reproduce, modify, manufacture, copy, and otherwise deal with, for such purposes and uses as the Conservation Authority, in its sole opinion, determines advisable or necessary, the Municipal Output, the Municipality must advise the Conservation Authority prior to commencing work on the Project.

These provisions are required so that the Conservation Authority can meet its obligations under the Transfer Payment Agreement and the *Clean Water Act, 2006*.

#### **4.2 Data**

The Municipality shall provide electronic copies of all data and model files compiled or collected pursuant to or in connection with this Agreement. The Municipality agrees to provide such data in a format compatible with the data model in use by the Conservation Authority, where appropriate. Metadata shall be provided with all data and or model files following established metadata standards.

#### **4.3 Patents**

All concepts, products or processes produced by or resulting from the services rendered by the Municipality in connection with the Project, or which are otherwise developed or first reduced to practise by the Municipality in the performance of service, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Municipality.

The Conservation Authority shall have a permanent, non-exclusive, royalty-free licence to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the services rendered by the Municipality or the Municipality's consultants in connection with the Project, for the life of the Project, and for no other purpose or project.

#### **4.4 Confidentiality**

The parties acknowledge and agree that they are bound by the provisions of the *Municipal Freedom of information and Protection of Privacy Act* ("MFIPPA") in the performance of the Agreement and that, except as required by MFIPPA or any other legal authority, the parties will not divulge any confidential information acquired in the course of carrying out the services provided herein. No such information shall be used by the Municipality on any other project without approval in writing by the Conservation Authority.

#### **4.5 Insurance**

The Municipality represents and warrants that it shall take out and keep in force until this Agreement is no longer in effect, such policies of insurance as are reasonably prudent in the performance of its obligations herein contained.

#### **4.6 Arbitration**

All matters in dispute under this Agreement may, with the consent of both parties, be referred to arbitration.

No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Conservation Authority or the Municipality.

The award of the arbitrator shall be final and binding upon the parties.

The provisions of the *Ontario Arbitrations Act* shall apply.

#### **4.7 Successors and Assignment**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors and assigns.

#### **4.8 Termination and Suspension**

Either party may terminate this Agreement, or cease to be a party hereto without cause on 30 days' notice in writing to the other party.

Upon receipt of such written notice from the Conservation Authority, the Municipality shall perform no further services other than those reasonably necessary to close out the Municipality's services.

Upon termination of this Agreement, the Conservation Authority shall demand the repayment of any Crown funds paid by the Conservation Authority to the Municipality under this Agreement remaining in the possession or under the control of the Municipality and not committed or payable to third parties for expenses incurred in accordance with this Agreement prior to the date of termination; and the Municipality shall promptly comply with such demand.

Upon receipt of written notice from the Municipality, the Conservation Authority shall cease payments and its obligations for payment shall end save and except for work completed to the satisfaction of the Conservation Authority under the terms of the agreement to the date of written notice by the Municipality.

Upon notice of termination by either party, the parties agree to act reasonably to ensure the work of the project is concluded in a timely and efficient manner.

#### **4.9 Repayment of Funds**

If the Conservation Authority demands the payment by the Municipality of any funds or interest on the funds pursuant to this Agreement, the amount demanded that is in possession and not duly committed to third parties in accordance with this Agreement, shall be deemed to be a debt due and owing to the Conservation Authority by the Municipality, and the Municipality shall pay the amount to the Conservation Authority immediately unless the Conservation Authority directs otherwise. The Conservation Authority may charge the Municipality interest on any amount owing by the Municipality at the then current interest rate charged by the Province of Ontario on accounts receivable. The Municipality shall pay the amount demanded by cheque payable to the Conservation Authority

#### **4.10 Records and Audit**

In order to provide data for the calculation of fees on a time basis, the Municipality shall keep a detailed record of the hours worked by, and the salaries paid to, the Municipality's staff employed on the Project. The Conservation Authority will not request release of the detailed record unless it is required to do so under the provisions of the MNR/CO/CA Agreement.

The Municipality, when requested by the Conservation Authority, shall provide copies of receipts with respect to any disbursements for which the Municipality claims payment under this Agreement and upon request of the Conservation Authority make available for audit all records of the project.

#### **4.11 Qualified Persons**

The Municipality represents and warrants that all work performed as part of this Agreement will be undertaken and completed by qualified persons.

#### **4.12 Indemnification**

The Municipality shall indemnify the Conservation Authority, its employees, officers, members, against and to hold it and them harmless from, all claims, actions, losses, costs, liability, expenses, and damages of every nature and kind whatsoever (including judgments, settlements and reasonable legal fees) suffered, incurred or imposed by it or them as a sole result of the negligence of the Municipality, the employees, officers or agents of the Municipality in the performance of this Agreement.

The Conservation Authority agrees to indemnify the Municipality, its employees, officers, and councillors, against and to hold it and them harmless from, all claims, actions, losses, costs, liability, expenses and damages of every nature and kind whatsoever (including judgments, settlements and reasonable legal fees) suffered, incurred or imposed by reason of any negligent act or omission of the Conservation Authority, its employees, officers or agents in the performance of the Agreement.

#### **4.13 Entire Agreement**

This Agreement, including all Schedules attached hereto, 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.

#### **4.14 Independent Contractors**

The parties hereto acknowledge, understand and agree that they are neither partners nor joint venturers but are independent contractors. Neither party is the agent for the other party.

#### **4.15 Applicable Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario as the same is applicable to contracts made within such Province and wholly performed therein.

#### **4.16 Agreement Modifications**

No modification of any terms of this Agreement shall be valid unless in writing and signed by both parties.

**We the undersigned Parties signify our agreement to the foregoing terms and conditions by signing this Agreement by our duly authorized signing officers:**


**SIGNED, SEALED AND DELIVERED**

**MUNICIPALITY – Town of Erin**

\_\_\_\_\_  
Dina Lundy, Clerk, Town of Erin

\_\_\_\_\_  
Date

**CONSERVATION AUTHORITY Toronto and Region Conservation Authority**

  
\_\_\_\_\_  
Brian Denney, Chief Executive Officer, Toronto and Region Conservation Authority

\_\_\_\_\_  
Date

Attachment – Resolution of Council agreeing to undertake the work and committing to budget, timelines and other requirements as outlined in this MOA

**SCHEDULE A**

**Work Plan- Erin Source Protection Update**

## SCHEDULE A

### 1.0 Introduction

In October 2006, the Ontario government enacted the *Clean Water Act, 2006* (the “Act”) to protect drinking water at the source as part of an overall commitment to human health and the environment. The Act establishes a framework for the development and implementation of source protection plans across Ontario as defined in the Act.

Source protection is a watershed based, locally driven program that uses scientifically sound methods for assessing risks to drinking water and is an approach to decision-making that emphasizes information sharing, consultation and involvement by interested members in the watershed communities. Under the Act, source protection plans are to be developed on a watershed basis. To facilitate efficient use of resources and coordination of source water protection planning, regulations under the Act are anticipated to group individual conservation authorities into source protection regions. The Act mandates that source protection plans be developed to address threats to all municipal residential drinking-water systems within these source protection regions.

For each municipal system, the framework for source protection, as set out in the Act, requires the development of a groundwater and surface water vulnerability analysis, an issues evaluation and threats inventory, and a risk assessment for water quality and quantity. Through the first round of source protection work (2006-2010), such analyses were undertaken for the municipal wells servicing the town. The town currently intends to increase its municipal supply and is looking into the development of two additional groundwater sources – one in Erin and the other in Hillsburgh. Once these sources have been identified and confirmed, the requisite technical analyses and reporting must be undertaken, per the provisions of the Act. This is the focus of the technical work described below.

When these studies are complete and risks to drinking water have been identified, the Act further requires the development of source protection policies to plan and manage land use activities occurring in proximity to them. This plan sets out locally based risk management measures to reduce or eliminate significant risks to drinking water supplies, and sets out a strategy to implement these measures.

### 2.0 Description of Technical Study

The current groundwater flow model for the Town of Erin municipal wells was developed through the first round of source protection studies, and was built on previous work for the West Credit River subwatershed (Subwatershed 15) in the Credit River watershed. The model was first developed for the Town of Erin Groundwater Management Study, in 2005. The groundwater model was then further updated through a combination of the previous studies and work conducted by Golder as part of the County of Wellington Groundwater Study.

This groundwater flow model was utilized to undertake the Wellhead Protection Areas (WHPA) delineation for the town’s supply wells as well as the vulnerability studies and threats assessments associated with them.

The following Work Plan proposes to review and update the groundwater model, in respect of additional data to be harvested through the current well development efforts. In addition to the groundwater model updates, the WHPA around the new supply wells and the requisite vulnerability and threats assessments



will be completed. It is noted that all of the updates will be completed in accordance with the MOECC's Technical Rules.

The work will be undertaken through defined tasks, within set *timelines*. These tasks and timelines are outlined below, while the associated costs are shown in **Table 1**.

#### Task 1 - Update the Groundwater Model

The current groundwater model will be unarchived and updated with current software for the computer model. Based on the locations of the proposed new wells, it is anticipated that there will be no major refinement of the groundwater flow model area. The new wells are located well within the existing model boundaries so the model area boundary area is not expected to change. There may be an additional depth to the lower boundary of the model in some areas, but it is not anticipated that there will be significant modification to the model layers. There will be model refinement where new data are available and grid modifications will be required near the new wells. The key subtasks associated with the work will be completed by the stated timelines.

Key subtasks:

- Unarchive the groundwater model, update current software versions and verify against previous simulations - August 26, 2016
- Obtain new well information and adjust model layers and grid as required - November 18, 2016

#### Task 2 - Validate the Groundwater Model

Data from the testing conducted on the new wells will be incorporated into the existing groundwater flow model. Pumping test data will be used to refine and calibrate the existing model in the areas where the testing has been conducted. This component of the work is scheduled for completion by November 18, 2016.

Key subtasks:

- Obtain/compile pumping test data and new groundwater elevation data from Blackport with previous datasets
- Verify model against pumping test data, refining calibration as required (assumes minor changes only)

#### Task 3 - Model Use / Forecast Simulations / Develop Wellhead Protection Areas

Various scenarios will be developed, in consultation with the Town of Erin, with respect to anticipated usage of each well under present operational conditions and future growth scenarios. The primary concern is to select appropriate pumping scenarios, given that the future three municipal wells in both Hillsburgh and Erin will not operate simultaneously at their maximum permitted rates. Appropriate operational scenarios will be selected based on current average daily pumping rates, and estimating future pumping rates based on growth projection scenarios for Hillsburgh and Erin. The scenarios will be provided to the CVC and MOECC to ensure that technically appropriate scenarios are selected. This component of the work is scheduled for completion by December 9, 2016.

Key subtasks:

- Establish approach for completing forecast simulations, and output targets that need to be tracked/assessed
- Identify scenarios to be included in the forecast analysis, and the range of uncertainty to consider in the modelling
- Complete forecast simulations (assume three simulations)
- Develop Wellhead Protection Areas and provide associated mapping

#### Task 4 - Vulnerability Assessment

Groundwater intrinsic susceptibility index (ISI) mapping was previously used for the Erin and Hillsburgh municipal wells currently in operation, with the bedrock aquifer (Guelph-Amabel Formation) assumed to be the first main aquifer. It was recognized that while there may be some protection offered by low hydraulic conductivity layers within the rock, a conservative approach was adopted whereby the top of bedrock was used to determine the vulnerability of the bedrock aquifer. The same approach will be taken for the updated vulnerability assessment. This component of the work is scheduled for completion by December 16, 2016.

##### Key Subtasks:

- Obtain existing digital files from previous ISI mapping
- Check ISI mapping against two new wells
- Prepare vulnerability scoring within new Wellhead Protection Areas
- Provide vulnerability scoring mapping

#### Task 5 - Threats Assessment

A threats assessment will be conducted within the vulnerable areas in the new WHPAs, per the existing Technical Rules, as previously conducted for the current source protection technical studies. Consultation will be undertaken with the RMO for the Town of Erin to ensure the most up to date information is available and used. The information will be used to update the Threats Inventory and Hazard Scoring. This component of the work is scheduled for completion by January 20, 2017.

##### Key subtasks:

- Identify threats using MPAC data (BHI to verify in consultation with the RMO for the Town of Erin)
- Score threats to identify significant threats
- Provide table and map of significant threats

#### Task 6 - Reporting and Peer Review Process

Two separate technical memos will be prepared, which can be included as an addendum to the existing technical report, which will summarize the new technical information, the refinements undertaken and the findings of the assessments. All digital files will be provided to the Conservation Authority with standard metadata, with the format of the files determined prior to the initiation of the technical work. Also included in this task, is work associated with the peer review process, primarily related to providing responses to any issues raised by the peer review team. A cost estimate is included, based on the level of effort required for the previous vulnerability assessment and WHPA delineation. The key subtasks associated with the work will be completed by the stated timelines.

Key subtasks:

- Prepare brief WHPA delineation and modelling technical memo update –January 27, 2017
- Prepare brief vulnerability and threats assessment memo –January 27, 2017
- Completion of peer review February 17, 2017
- Revisions of report per PR - March 10, 2017
- Final Report and acceptance by CTC – March 24, 2017
- Provision of digital files to the Conservation Authority at project completion – March 31, 2017

The cost estimate associated with this work is provided in the attached **Table 1**.

Task	Task Summary	Cost
<b>Project Management / Communication</b>		<b>\$7,365</b>
0.1	Project management and administration / allows for kickoff meeting between BHI and Golder	\$3,430
0.2	Meetings with CVC (one meeting with Golder in attendance within this budget)	\$3,360
0.3	Provision of digital files to CVC at project completion	\$575
<b>Task 1 - Update the Groundwater Model</b>		<b>\$5,170</b>
1.1	Unarchive the groundwater model, update to current software versions and verify against previous simulations	\$2,240
1.2	Obtain and compile new well information and adjust model layers, grid as required (assumes minor changes only)	\$2,930
<b>Task 2 - Validate the Groundwater Model</b>		<b>\$10,050</b>
2.1	Obtain/compile pumping test data and new groundwater elevation data with previous datasets	\$2,970
2.2	Verify model against pumping test data, refining calibration as required (assumes minor changes only).	\$7,080
<b>Task 3 - Model Use / Forecast Simulations / Develop Wellhead Protection Areas</b>		<b>\$11,030</b>
3.1	Establish approach for completing forecast simulations, and output targets that need to be tracked/assessed.	\$1,140
3.2	Identify scenarios to be included in the forecast analysis, and the range of uncertainty to consider in the modelling.	\$1,140
3.3	Complete forecast simulations (assume 3 simulations).	\$7,080
3.4	Develop Wellhead Protection Areas and provide associated mapping	\$1,670
<b>Task 4 - Vulnerability Assessment</b>		<b>\$3,495</b>
4.1	Obtain existing ISI mapping	\$525
4.2	Check ISI mapping against two new wells.	\$965
4.3	Prepare vulnerability scoring within Wellhead Protection Areas	\$945
4.4	Provide vulnerability scoring mapping	\$1,060
<b>Task 5 - Threats Assessment</b>		<b>\$11,560</b>
5.1	Identify threats using MPAC data (BHI to field verify in consultation with Town of Erin RMO)	\$6,660
5.2	Score threats to identify significant threats	\$2,800
5.3	Provide table and map of significant threats	\$2,100
<b>Task 6 - Reporting and Peer Review Responses</b>		<b>\$13,060</b>
6.1	Prepare brief modelling memo update and provide digital files	\$5,130
6.2	Prepare brief vulnerability and threats assessment memo	\$5,060
6.3	Peer Review Process	\$3,500
<b>Total</b>		<b>\$62,360</b>

**Table 1: Cost Estimate and Task Summary – Erin Source Protection Update**