



TOWN OF ERIN
Regular Council Meeting
AGENDA

December 1, 2015

1:00 PM

Municipal Council Chamber

Pages

1. Call to Order

1.1 Service Award Presentation

2. Approval of Agenda

3. Public Question Period

The 15 minute Public Question Period is an opportunity for members of the public to ask questions through the Chair. Questions and comments regarding an ongoing planning application are not permitted during this item. Public comments and questions are submitted through the planning process as prescribed under the Planning Act.

- Once invited to address Council, the person(s) will be asked to stand at the podium or sit at the table to pose their question, and to state their name for the record.
- When addressing Council, you may make two statements sufficient to establish the context of the question, and then pose the question.
- Each individual may ask one question, and will be given a time limit of 5 minutes, so that there is opportunity for 3 members of the public to address Council.

4. Declaration Pecuniary Interest

5. Community Announcements

5.1 Headwaters Tourism Awards

1

6. Adoption of Minutes

6.1 November 17, 2015 Regular Meeting

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7. Business Arising from the Minutes

8. Accounts

9. Delegations/Petitions/Presentations

9.1 Linda Dickson, Emergency Manager - Emergency Management Program Report for 2015

10 - 14

| | | |
|------------|--|---------|
| 9.2 | Deborah Martin-Downs - Credit Valley Conservation 2016 Proposed Budget | 15 - 36 |
| 9.3 | Kari Simpson and Stephanie Cardway, EWCS - Updating Council on the programs and services offered to residents | 37 |
| 10. | Reports | |
| 10.1 | Water | |
| 10.1.1 | Interim Water Superintendent - Water Department Project Updates | 38 - 41 |
| 10.1.2 | Interim Water Superintendent - Frozen Water Service Policy | 42 - 50 |
| 10.2 | Administration | |
| 10.2.1 | Clerk - Proposed Corporate Services Fee By-Law | 51 - 56 |
| 10.2.2 | CAO - Council's First Year Report Card | |
| 10.3 | Finance | |
| 10.3.1 | Director of Finance - Temporary Borrowing By-law 2015 | 57 - 58 |
| 10.3.2 | Financial Analyst - Five Year Capital Plan 2016 – 2020, Draft: Dec 1, 2015 | 59 - 65 |
| 10.3.3 | Director of Finance - Approval of Accounts - Revised Process | 66 - 68 |
| 10.4 | Committees | |
| 10.4.1 | Town of Erin Heritage Committee - September 21 and October 19 meeting minutes, November 16 resolution | 69 - 73 |
| 10.4.2 | Let's Get Hillsburgh Growing - October 15 Meeting Minutes | 74 - 77 |
| 11. | Correspondence | |
| 11.1 | Activity List | 78 - 80 |
| 11.2 | Conservation Authorities Agendas and Minutes Grand River Conservation Authority: http://www.grandriver.ca/index/document.cfm?Sec=13& Sub1=71 Credit Valley Conservation Authority: http://www.creditvalleyca.ca/about-cvc/board-of-directors/board-meetings/ | |
| 11.3 | Ontario Tire Stewardship - Community Renewal Fund - Project Approval | 81 |
| 11.4 | Ministry of Finance and Ministry of Municipal Affairs and Housing - Ontario Municipal Partnership Fund Program Allocations for 2016 | 82 - 84 |

| | | |
|------------|---|-----------|
| 11.5 | Ministry of Citizenship, Immigration and International Trade - The Ontario Medal for Young Volunteers | 85 |
| 11.6 | Ted Arnott, MPP Wellington-Halton Hills - Letter of support of Council comments with regards to the Conservation Authorities Act Review | 86 - 89 |
| 11.7 | Councillor Duncan - Letter regarding a need for signage and speed limit review | 90 |
| 11.8 | County of Wellington - Notice regarding a public meeting to consider an amendment to the County of Wellington Official Plan | 91 - 105 |
| 11.9 | Erin Village BIA - Meeting minutes from July 23, Sept 3, and Oct 1 2015 | 106 - 116 |
| 11.10 | Municipality of Neebing - Consultation on the Police Services Act | 117 - 118 |
| 11.11 | Halton Region - Source Protection Plan Implementation Requirements | 119 - 130 |
| 11.12 | The Corporation of the United Townships of Head, Clara and Maria - Dissolution of Local Emergency Response Board and Request for Services | 131 - 132 |
| 12. | New Business | |
| 12.1 | Set Budget Meeting Dates | |
| 13. | Closed Session | |
| | Matters under the following exemptions in the Municipal Act S. 239 (2) : | |
| | <ul style="list-style-type: none"> • personal matters about an identifiable individual, including municipal or local board employees (IT, CBO, Recreation Department); • labour relations or employee negotiations (Director of Infrastructure and Operations); • litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; (Agreement, Keeping of Animals By-law) • advice that is subject to solicitor-client privilege, including communications necessary for that purpose (EA) | |
| 14. | Return from Closed Session | |
| 14.1 | Motion to Reconvene | |
| 14.2 | Report Out | |
| 15. | By-Laws | 133 - 199 |
| | Borrowing | |
| | Silvercreek Development Agreement (housekeeping) | |
| | Assume Services (Crewson's Corner) | |
| | Assume Services (Madison Lakes) | |

Confirming

16. **Notice of Motion**

17. **Adjournment**

THE FOLLOWING NOMINEES REPRESENT TOURISM EXCELLENCE IN HEADWATERS



HEADWATERS

| | | | |
|---|--|--|---|
| <p>BEST ARTS, CULTURE OR HERITAGE EXPERIENCE</p> <p>Alton Mill Arts Centre Dufferin County Museum & Archives Headwaters Arts Festival Hills of Erin Studio Tour WON Theatre Orangeville Williams Mill Visual Arts Centre</p> | <p>TOURISM EVENT OR FESTIVAL OF THE YEAR</p> <p>24 Hours of Summer Solstice BizBaz Caledon Day Erin Fall Fair Island Lake Conservation Area Fishing Derby Optimist Club of Orangeville Pickin' in the Park Terra Cotta Maple Syrup Festival</p> | <p>BEST OVERNIGHT GETAWAY EXPERIENCE</p> <p>Albion Hills Conservation Area & Campgrounds Best Western Plus Orangeville Inn & Suites Hockley Valley Resort Mountain Ash Farm Country Inn & Spa Top of the Hill B&B</p> | <p>BEST CUSTOMER SERVICE EXPERIENCE [BUSINESS]</p> <p>Brighten Up Downtown Orangeville BIA Dragonfly Arts on Broadway Gourmandissimo Heatherlea Farm Market Merchants of Downtown Erin Rosemont General Store & Café</p> |
| <p>BEST CUSTOMER SERVICE EXPERIENCE [Individual]</p> <p>Wayne Biegel Peter Cellar's Pub in the Mono Cliffs Inn Rosemary Cottrell Odds & Errands/More than just Baskets Annette Turturici Inglewood Antique Market</p> | <p>TOURISM INNOVATOR</p> <p>Headwaters Parade of Horses Collaborative Protect WON Heidi von der Gathen & Vandil Hill BizBaz Patricia Clark Cleary Mountain Ash Farm Country Inn & Spa</p> | <p>TOURISM AMBASSADOR</p> <p>María Britto WON Jenni Vuorenen</p> | <p>ARTISAN OF THE YEAR</p> <p>David Arrigo Britta Elmberg Mark Grice Ken Hall Deborah Jolly Janet Simmons Sweet</p> |
| <p>BEST CULINARY TOURISM EXPERIENCE</p> <p>Allegro Fine Foods Forage Fromage Gourmandissimo Hockley Valley Resort Landman Gardens & Bakery Rosemont General Store & Café Terra Nova Public House The Friendly Chef Adventures WON</p> | <p>BEST NEW TOURISM BUSINESS</p> <p>BizBaz Fromage Jungle Oasis Playground Route 1415 The Friendly Chef Adventures</p> | <p>BEST AGRI-TOURISM EXPERIENCE</p> <p>Dixie Orchards Downey's Farm Market Dufferin Town & Country Farm Tour Little Creek Ranch Rawhide Adventures Rock Garden Farms</p> | <p>CHAIRPERSON'S AWARD OF MERIT</p> <p>Presented to a business or individual that has made an outstanding contribution to the tourism industry in the Headwaters region, demonstrates passion for the regional tourism community and exemplifies a high standard of business excellence.</p> |



Minutes of the Regular Town of Erin Council Meeting

November 17, 2015

6:30 pm

Municipal Council Chamber

PRESENT

Allan Ails

John Brennan

Matt Sammut

Rob Smith

Jeff Duncan

Mayor

Councillor

Councillor

Councillor

Councillor

STAFF PRESENT: Kathryn Ironmonger

Dina Lundy

Sharon Marshall

Larry Wheeler

Harold Knox

Bob Cheetham

Robyn Mulder

CAO/Town Manager

Clerk

Director of Finance

Financial Analyst

By-Law Officer/Building

Inspector

Economic Development

Coordinator

Economic Development Officer

1. Call to Order

Mayor Ails called the meeting to order.

2. Approval of Agenda

Resolution # 15-436

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that the agenda be approved as circulated.

Carried

3. Public Question Period

Elizabeth Crighton:

November 17, 2015 Regular Council Meeting

Would Council consider amending the sign by-law to address issues with directional and temporary signs being left out? (Perhaps so that they are removed after 48 hours and to introduce a yearly fee rather than individual)

Council directed that staff bring a report and proposed by-law back. It will likely happen in the new year.

Stewart Sebben:

Mr. Sebben had several comments/questions surrounding the CBM Pit Expansion.

Council did not comment as this is an ongoing application, but encouraged Mr. Sebben to forward all of his questions and concerns to ensure they are all taken into account during the planning process.

4. Declaration Pecuniary Interest

None.

5. Community Announcements

Nov 21 - Annual Firefighters food drive at Marc's Valumart in Erin and Foodland in Hillsburgh

Nov 21 - St. Andrew's Presbyterian Church Community Christmas Bazaar & Bake Sale

Nov 21 - CVC - Caring for your horse farm open house - Terra Cotta

Nov 25 - Headwaters Annual Tourism Awards Ceremony at the Dufferin County Museum & Archives

Nov 28 - Erin Lion's Club Annual Santa Claus Parade

Dec 1 - EA - Belfountain Conservation Area, at Caledon Ski Club

Please visit our website for more information regarding community events.

<http://www.erin.ca/whats-on/>

6. Adoption of Minutes

November 17, 2015 Regular Council Meeting

Resolution # 15-437

Moved By Councillor Smith

Seconded By Councillor Brennan

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

November 3, 2015 Regular Meeting

Carried

7. Business Arising from the Minutes

None.

8. Accounts

Resolution # 15-438

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that the accounts in the amount of \$583,242.42 be paid.

Carried

9. Reports

9.1 Building/Planning/By-Law

9.1.1 Mark Van Patter, County of Wellington Planning - CBM Comments

Resolution # 15-439

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council receives the report of Mark Van Patter, Manager of Planning and Environment, County of Wellington, regarding the CBM Hillsburgh Pit Expansion - Official Plan and Zoning By-law Amendments.

Carried

9.1.2 CBO - Building Permit Activity Report

Resolution # 15-440**Moved By** Councillor Sammut**Seconded By** Councillor Smith**Be it resolved that** Council hereby receives Building Department Building Activity Report dated November 17, 2015 for information.**Carried****9.1.3 CBO - Demolition Report – 63A Trafalgar Road****Resolution # 15-441****Moved By** Councillor Brennan**Seconded By** Councillor Smith**Be it resolved that** Council hereby receives Building Department Demolition Report, dated November 17, 2015, regarding the application for demolition permit to demolish a single residential dwelling located at 63A Trafalgar Road, Town of Erin, Assessment Roll No. 23 16 000 009 03300 0000;**And that** Council hereby approves the issuance of the demolition permit.

| Recorded | For | Against |
|--------------------|------------|----------------|
| Mayor Alls | X | |
| Councillor Brennan | X | |
| Councillor Sammut | | X |
| Councillor Smith | X | |
| Councillor Duncan | | X |
| Results | 3 | 2 |

Carried**9.2 Water****9.2.1 Interim Water Superintendent - Water Department Project Updates**

Report deferred to the December 1, 2015 regular meeting.

9.2.2 Interim Water Superintendent - Frozen Water Service Policy

Report deferred to the December 1, 2015 regular meeting.

9.3 Administration

9.3.1 Economic Development Coordinator - 2015 Report

Resolution # 15-442

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that Council receives the report of Economic Development Coordinator, Bob Cheetham "Revisiting the Role of Economic Development in the Town of Erin in 2015".

Carried

9.3.2 Economic Development Coordinator - OMAFRA Funding Application – Erin Equine Hub Capacity Building Project

Resolution # 15-443

Moved By Councillor Smith

Seconded By Councillor Duncan

Be it resolved that the Town of Erin make application under the OMAFRA Rural Economic Development (RED) Program to undertake an Erin Equine Hub Capacity Building Project and request project funding in the amount of \$210,000.00 to be cost-shared equally on a 50 percent basis.

Carried

9.3.3 Economic Development Coordinator - Town of Erin Community Improvement Plan (CIP)

Resolution # 15-444

Moved By Councillor Smith

Seconded By Councillor Sammut

Be it resolved that the Town of Erin approves the establishment of a Town of Erin wide Community Improvement Plan (CIP) and that staff be instructed to work with the County of Wellington Planning Department to incorporate the CIP Planning process into the amendments to the Town of Erin Official Plan (OP).

Carried

9.3.4 CAO - Operational Review Items for Consideration

Council consensus was to change the name of the Corporate Strategic Plan to the Operational Plan.

Resolution # 15-445

Moved By Councillor Duncan

Seconded By Councillor Smith

Be it resolved that Council receives the CAO/Town Manager's report on items for future consideration relating to the operational review conducted by StrategyCorp.

Carried

9.3.5 CAO - Canine Control Contract

Resolution # 15-446

Moved By Councillor Sammut

Seconded By Councillor Duncan

Be It Resolved That Council supports the recommendation of the CAO/Town Manager to award the 3 year canine contract to the OSPCA (Orangeville Branch) at their quoted price of \$31,000.00 with the provision of an option to renew the contract for an additional 3 years at the discretion of the municipality.

Carried

***Added item:**

The Director of Finance updated Council on the release of the Ontario Municipal Partnership Fund 2016 grant amounts. The Town of Erin's grant has increased by \$7,300 to \$595,300, which is 1.24% over 2015. A new key factor was introduced called "Farm Area Measure" which would increase funding if the municipality had over 70% farm properties, however Erin falls short of this factor as the percentage is 61.5%.

10. Correspondence

Resolution # 15-447

Moved By Councillor Sammut

Seconded By Councillor Duncan

November 17, 2015 Regular Council Meeting

Be it resolved that Council receives correspondence items 10.1 to 10.5 for information.

Carried

11. Closed Session

Resolution # 15-448

Moved By Councillor Duncan

Seconded By Councillor Smith

Be it resolved that Council adjourns the meeting to proceed into a closed session at the hour of 9:15pm to discuss the matter(s) pertaining to:

- personal matters about an identifiable individual, including municipal or local board employees (HR Matter)

Carried

12. Return From Closed Session

Resolution # 15-449

Moved By Councillor Sammut

Seconded By Councillor Duncan

Be it resolved that the meeting be reconvened at the hour of 10:13pm.

Carried

13. By-Laws

Resolution # 15-450

Moved By Councillor Sammut

Seconded By Councillor Duncan

Be it resolved that By-Law number 15 – 46 (confirming) is hereby passed.

Carried

14. Notice of Motion

None.

15. Adjournment

Resolution # 15-451

Moved By Councillor Duncan

Seconded By Councillor Sammut

November 17, 2015 Regular Council Meeting

Be it resolved that the meeting be adjourned at the hour of 10:19pm.

Carried

Mayor Allan Alls

Clerk Dina Lundy



TOWN OF ERIN

COUNCIL REPORT

To: Mayor Allan Aills and Members of Council for the Town of Erin.
From: Linda Dickson, MCIP, RPP, Emergency Manager/CEMC
Date: December 1, 2015
Re: **Emergency Management Program Report for 2015**

Background

The following outlines the municipality's requirements as set out in the Emergency Management and Civil Protection Act and how the municipality has fulfilled these requirements for 2015.

Program Committee

A joint Emergency Management Program Committee was held March 27, 2015 and included HIRA training (Geoff Coulson and Weather Trends) and a focused discussion. On October 23, members of the control group met to review the Town's Hazard Identification and Risk Assessment and specific Township program items.

Emergency Response Plan:

Changes to the Emergency Response Plan were reviewed at the Joint Emergency Management Program Committee meeting on March 27, 2015. The changes are minor and will be brought forward for consideration in 2016 with other changes to the plan including Source Water Protection policies.

Training:

Several members of the Town's Control Group have attended provincially mandated training for 2015 which included training and information from Geoff Coulson of Environment Canada on March 27, 2015 regarding weather trends. A training session on Service Continuity (Business Continuity) and the importance of note taking was held on August 11, 2015 and November 18, 2015. Attendance lists are being recorded for these training sessions.

Additional training included a workshop for elected Officials on January 28, 2015 which all of Council attended, a Crisis communication workshop on June 4, 2015 and Scribe training on June 17, 2015.

Exercises

On July 28, 2015 a notification exercise was held and included Town staff and members of the Municipality's Control Group.

The Town held its required annual emergency management exercise on November 6, 2015 which was based upon a fire in the downtown core of the urban centre of Erin.



TOWN OF ERIN

COUNCIL REPORT

The aim of the exercise was to test the activation and set up the Town's Emergency Operation Centre, test the EOC response procedures using IMS and provide training for new control group members.

A few of the observations/recommendations out of the exercise debrief included request for specific types of training for control group members. For the 2016 training program, many of the training recommendations will be given consideration as part of the required control group training. The debrief discussion included the need for a generator for Centre 2000.

Critical Infrastructure

The Emergency Management and Civil Protection Act require municipalities to identify facilities and other elements of critical infrastructure that are at risk of being affected by emergencies. Staff reviews this list annually and updates as necessary.

The Critical Infrastructure mapping was completed on the County's Emergency Management COP using the County's GeoGortex GIS mapping. Training for municipal staff will be arranged in 2016.

Town staff continues to participate in a County wide sector working group for water and waste water. The group meets regularly about every three months and held their second annual operations training day on October 29.

Public Education:

A number of public education events were held this year. The following is a list of the main public education initiatives held.

1. The "Be Better Prepared" Booklet was updated and redistributed to all households in 2015. Additional copies of the booklet can be acquired by contacting the Emergency Management Division or on the County's website
2. Emergency management information was made available at the Wellington County Libraries and Municipal Offices during Emergency Preparedness Week.
3. A County-wide draw for a generator along with municipal draws for weather radios were held throughout the County of Wellington's 14 Library Branches and each Municipal Office during week
4. The County page in the Wellington Advertiser regularly contains emergency public information and a number of emergency management advertisements were placed in local Newspapers during Emergency Preparedness Week



TOWN OF ERIN

COUNCIL REPORT

Further Enhancements:

1. **Strategic Planning:** The After Action Reports from both the April 2013 and December 2013 Ice Storms provided good lessons learned and recommendations to improve our emergency management programs. Many of these recommendations were applicable on a County wide basis. In order to develop a more appropriate and consistent response framework to events like the ice storms that often impact several municipalities within the same jurisdiction, a focus discussion group session was proposed to include an invite to all of the members of the County and member municipalities Emergency Management Control Groups.

At the March 27, 2015 joint Emergency Management Program Committee meeting a focused discussion was held and participants were divided into groups to consider the following topics:

- i. Shelters/Cooling Centres/Evacuation Centres
- ii. Generators/funding –
- iii. Time Frames (48 -72 hours)
- iv. Crisis Communications

The following are the key recommendations from the focused discussion session.

- Pre-identify shelters/evacuation centres and promote the location to residents as part of our public education program. However, there are very few sites with back-up power that meet the Health Canada requirements for overnight accommodations within the County of Wellington. Emergency Management and Social Services will continue to work with Red Cross to identify appropriate sites in the County suitable for overnight accommodations.
- Agreed that if any part of the community is in need reception centres/shelters should be opened and where possible we should avoid using fire halls for reception centres/shelters. Shelters should be opened within 48 hours of a situation (power outage) and it should be the decision of the EOC when to open and what sites to open.
- Make list be made of all potential shelter sites, identify if they have back-up power and what facilities in the site are available with or without back-up power.



TOWN OF ERIN

COUNCIL REPORT

- Have a pool of municipal generators that could be moved around the county. It was suggested/agreed to that this could be funded through the County; or County staff could assist with bulk buying of generators.
- Need to maintain fuel supply for generators, generally 72 hours is considered appropriate time frame.
- Continue to promote 72 hour “Be Better Prepared” in our public education across the County.
- Create a standardized heat and cold weather extreme policy. This policy is currently being drafted.
- Where and if possible promote a staged evacuation process such as Stage 1 – elderly, those with very young children and those with medical need; Stage 2- would be the rest of the community.
- We need to ensure we make appropriate use of all forms of technology available. Different demographics use different technologies. Create ready to use communication templates.
- There needs to be ongoing training for communication officers and spokespersons.
- For single municipal events, local staff may be able to deal with the communication needs of an emergency but for larger and county wide events need to access the resources of the County Communications Division and the Wellington OPP media officers.

The objective for the 2016 work plan is to look at each of these bullet points in more detail in order to determine the feasibility of implementing each of the recommendation.

2. **ODRAP Review**

In 2015, the Province of Ontario – Ministry of Municipal Affairs and Housing(MMAH) - undertook a review of the Ontario Disaster Relief Assistance Program which has been in existence for approximately 50 years. The Province has announced that changes to the current funding program will be implemented and guidelines established in 2016. MMAH has been conducting presentations throughout the province on the forthcoming changes to their funding methods for natural disasters in Ontario.



TOWN OF ERIN

COUNCIL REPORT

3. Public Alerting

Bruce Power has submitted to the CRTC a Part 1 Application (2015-0522-3) requesting the CRTC to mandate wireless carriers to put in place wireless public alerting now, similar to the alerts now being forwarded to the public by Television and Radio Broadcasters.

The consultation period for this application closed on July 4, 2015. The Emergency Manager has reached out to Bruce Nuclear and they have advised that they will keep our office informed of any decision or direction from the CRTC. We support their request and will be monitoring and reviewing the CRTC website for information as well as correspondence from Bruce Power as it becomes available. More information on the application can be found on the CRTC website.

4. FCM Consultation

The Emergency Manager/CEMC has been asked to participate in a consultation process regarding new Federal emergency management programs including:

- A Federal emergency preparedness funding program. The former Joint Emergency Preparedness Program which provided municipalities with monies to prepare and promote emergency management programs. This funding program has not been supported by the Federal Government since 2013.
- Opportunities to expand the National Disaster Mitigation Program (NDMP). The Emergency/Manager/CEMC provided feedback and information to FCM staff during their submission to the Federal Government on the program.
- Consider ways to improve the Disaster Financial Assistance Arrangements (DFAA) program eligibility Guidelines.

RECOMMENDATION:

THAT Council for the Town of Erin accepts the annual emergency management report, and further **THAT** this report serves as the annual review of the Town's Emergency Management Program for 2015.

Respectfully submitted

Linda Dickson, MCIP, RPP
Emergency Manager

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 6:30 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:

December 1, 2015

1st Choice

Deborah Martin-Downs, CAO

Name of delegate(s) or group representative

2nd Choice

Credit Valley Conservation

Group Delegation Represents

PURPOSE OF DELEGATION (PLEASE ATTACH FULL PRESENTATION):

To present CVC's 2016 proposed budget to Council.

DESIRED ACTION OF COUNCIL THAT YOU ARE SEEKING:

Endorsement of CVC's 2016 budget

CONTACT INFORMATION:

Name: Tamara Chipperfield

Address: CVC, 1255 Old Derry Road, Mississauga, ON

Phone: 905-670-1615 x420

E-Mail: tchipperfield@creditvalleyca.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. 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.

Signature of Applicant

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 N0B 1Z0. Call: (519) 855-4407 Ext 233 or Toll Free 1-877-818-2888

Fax: (519) 855-4821 E-mail dina.lundy@erin.ca Website: www.erin.ca



2016 Budget Presentation

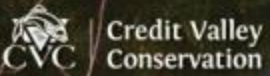
to Town of Erin Council

December 1, 2015

by Deborah Martin-Downs
Chief Administrative Officer

Outline

- Partnerships
- Youth, Public Education
- Planning for our Future
- Efficiency and Effectiveness
- CVC Budget



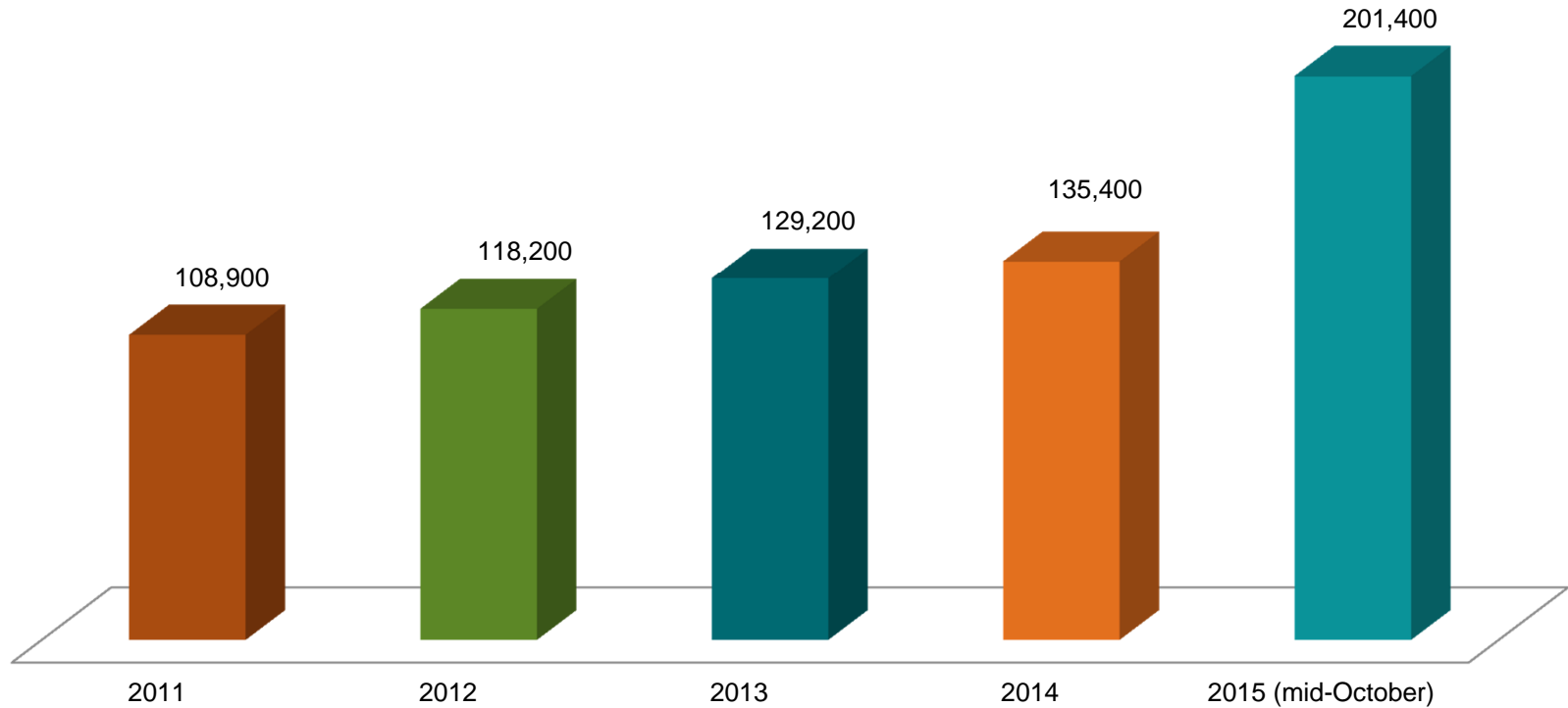
A thriving environment that
protects, connects and sustains us.

Partnerships



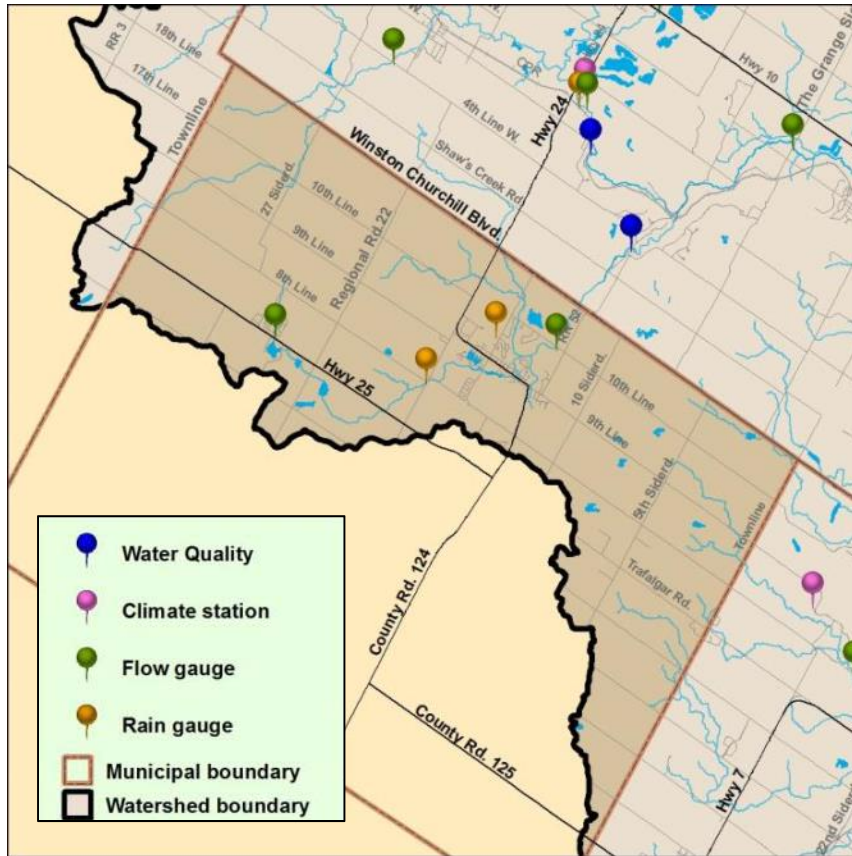
Conservation Areas Marketing Partnership

Partnerships



Conservation Areas Visitation

Partnerships



Photo, Martin Lamprocht

Municipal Partnerships

Partnerships



Communities, Corporations, Home and Land Owners, Volunteers

Youth, Public Education



Conservation Youth Corps

Youth, Public Education



Education

Planning for the Future



Credit River Watershed Natural Heritage System

Planning for the Future



Land Acquisition

Planning for the Future



Credit Valley Trail

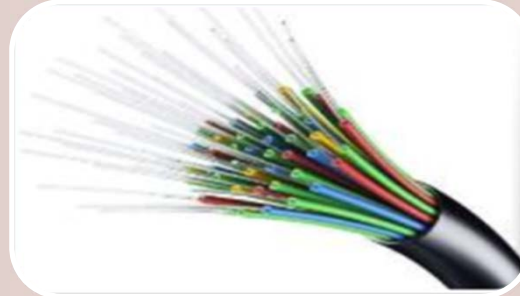
Planting for the Future



Efficiency and Effectiveness



Efficiency and Effectiveness



Digital Transformation

Budget

2016 CVC General Levy

Municipal Apportionment

| Municipal Funders | % Apportionment | Funding \$000s | % Change |
|----------------------------|-----------------|-------------------|-------------|
| Region of Peel | 91.7024 | \$7,673 | 3.42 |
| Halton Region | 4.9499 | \$414 | 3.36 |
| Township of Amaranth | 0.0111 | \$1 | 3.34 |
| Township of East Garafraxa | 0.0562 | \$5 | 2.48 |
| Town of Erin | 0.6661 | \$56 | 3.42 |
| Town of Mono | 0.1071 | \$9 | 5.12 |
| Town of Orangeville | 2.5073 | \$210 | 3.58 |
| TOTAL | 100 | \$8,368 | 3.42 |

Budget Forecast By Municipality

Total Levy Forecast, Year to Year

| Municipality | 2016 (000's) | % Change | 2017 (000's) | % Change | 2018 (000's) | % Change |
|----------------------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|
| Region of Peel | 21,870 | 5.49 | 23,701 | 8.4 | 24,230 | 2.5 |
| Region of Halton | 793 | 32.05 | 844 | 6.5 | 877 | 3.9 |
| Town of Orangeville | 262 | 3.66 | 284 | 8.4 | 297 | 4.4 |
| Town of Erin | 70 | 2.62 | 75 | 8.4 | 79 | 4.4 |
| Town of Mono | 11 | 5.18 | 12 | 8.5 | 13 | 5.5 |
| Township of East Garafraxa | 6 | 2.62 | 6 | 8.4 | 7 | 5.5 |
| Township of Amaranth | 1 | 3.66 | 1 | 8.3 | 1 | 5.7 |
| TOTAL LEVY | 23,013 | 6.20 | 24,923 | 8.3 | 25,504 | 2.3 |

2016 Commonly Shared Levies

as it relates to the Town of Erin

| | 2015 | 2016 |
|-----------------------------|-----------------|-----------------|
| General Levy (total) | \$8,091,093 | \$8,367,620 |
| Erin's Share | \$53,895 | \$55,737 |
| Special Levy (total shared) | \$2,008,681 | \$2,088,905 |
| Erin's Share | \$13,380 | \$13,915 |
| Total Erin Levy | \$67,275 | \$69,652 |

Impact to the Town of Erin

| 2015 CVC Gross Budget | 2016 CVC Gross Budget | % Change | \$ Change |
|-----------------------|-----------------------|----------|-----------|
| \$67,275 | \$69,652 | 3.53% | 2,377 |

Leveraging Municipal Funding

| | 2015 \$000s |
|---------------------------------------|----------------|
| CVC additional grants and funding | \$610 |
| CVCF grants, donations, other revenue | \$1,079 |
| Cash equivalent of work by volunteers | \$483 |
| TOTAL | \$2,172 |



*Together, it's our nature to conserve
and our future to shape.*

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 6:30 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:

December 1, 2015
1st Choice

2nd Choice

Kari Simpson & Stephanie Conway
Name of delegate(s) or group representative

East Wellington Community Services
Group Delegation Represents

PURPOSE OF DELEGATION (PLEASE ATTACH FULL PRESENTATION):

Update on programs & services offered to residents in the Town of Erin

DESIRED ACTION OF COUNCIL THAT YOU ARE SEEKING:

Continued support from the Town of Erin Council within the Town & at the County level

CONTACT INFORMATION:

Name: Kari Simpson
Address: 45 Main St, Erin, ON
Phone: 519-833-9696 x226 E-Mail: kari.s@dew-es.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. 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.

K Simpson
Signature of Applicant

Nov. 20/15
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 N0B 1Z0. Call: (519) 855-4407 Ext 233 or Toll Free 1-877-818-2888
Fax: (519) 855-4821 E-mail dina.lundy@erin.ca Website: www.erin.ca



Staff Report

Report #: W15-2015

Date: November-17-15

Submitted By: **Joe Babin – Interim Water Superintendent**

Subject: Water Department Project Updates

Recommendations:

Be it resolved that council receives the Interim Water Superintendent's Report concerning recent Water Department Projects.

Background:

In June 2015, The Erin Drinking Water System Communication and PLC Upgrades to SCADA project was approved by resolution 15-239. The installation of the wireless radios and bases at Well 7, Well 8 and the Water Tower were completed the first week of September. The installation of the new PLC and SCADA system was completed on October 2, 2015 and is fully operational. This project was completed in house with staff and our computer programmer. Staff were acting consultants for establishing the daily and monthly reports and the operational set points for each of the three sites to ensure the requirements of the Safe Drinking Water Act were met. This project has advanced the water department by allowing operators more information in order to optimize the operations. We now have the ability to trend Chlorine residuals, Pressure, Flows and Well Levels in real time, instead of in five minute captures. This phase of the project is now completed and the second phase will be budgeted in the 2016 budget in order to meet our goals of bringing both Water Systems into SCADA reporting.

The Glendevon reservoir rehabilitation commenced on August 31, 2015 and the well was offline for the interior repairs. The interior repairs were completed on September 25, 2015 and the well was back online October 1, 2015 after a leak test and microbiological sampling was completed. The exterior repairs were extensive after exposure and were completed in mid-October. The infrastructure was damaged due to the age of the infrastructure and the effects of the severe past winter. Once the project was underway, there was unforeseen extensive damage of the corner exterior walls which resulted in twisting due to the severe temperature. As such, the exterior walls were then chiselled out, injected with non shrinking grout, waterproofed and insulated prior to back filling. Due to the extra work involved in

repairs to the exterior, the cost exceeded the original quotation. This project allows the Town to extend the life of the infrastructure between eight and twelve years and until the future plans of the Hillsburgh Water System is completed through the Class EA Process.

Financial Impact:

By undertaking the PLC Upgrades to SCADA project in house, the Town Erin Water Department was able to significantly save costs and still achieve our goal of full SCADA. The total cost of the project was \$168,962.31 including HST.

This project was not allocated for in the 2015 Budget, but became an issue that required Council's authorization to make the repairs to ensure a consistent supply of safe drinking water. This is the commitment of Top Management and The Water Department that is stated in the Town of Erin Drinking Water Quality Management System Policy. The cost to extend the life of the Glendevon reservoir was \$54,774.42 including HST.

Consultation:

SCADA:

The Town of Erin Water Department

Staff at Selog

Staff at Novanet

The Town of Erin Finance Department

Glendevon:

The Town of Erin Water Department

Triton Engineering

Communications Plan:

Council Reports

Conclusion:

In Conclusion, Two major projects that The Town of Erin Water Department were focused on are now complete. Details regarding the Second Phase of The SCADA project will be forthcoming in the near future.

Appendices:

Appendix A: Triton Engineering Letter of Completion for Glendevon Reservoir.



**TRITON
ENGINEERING
SERVICES
LIMITED**

Consulting Engineers

105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
e-mail: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

October 28, 2015

Corporation of the Town of Erin
5684 Trafalgar Road
R.R. #2
HILLSBURGH, Ontario
N0B 1Z0

ATTENTION: Joe Babin
Interim Water Superintendent

RE: TOWN OF ERIN
GLENDDEVON RESERVOIR REPAIR
OUR FILE: T1015R

Dear Joe,

We have reviewed the work performed at the Glendevon Reservoir by Aquashield Waterproofing (Umengon Construction Inc.) for the repair and waterproofing of breached cracks at the Glendevon Reservoir. On the interior of the tank, the breached cracks were repaired using the Kryton Krystol Crack Repair system. The Krystol Crack Repair system is a proprietary cementitious based product that NSF 61 approved. On the tank exterior, the cracks were repaired using CPD non shrink grout. The exterior walls were then waterproofed and insulated prior to backfilling. The exposed insulation was covered with cement board and parged to protect the insulation from UV degradation. Following seven (7) days of curing and prior to the application of waterproofing, the reservoir was leak tested to ensure there were no observed leaks.

In general, the work performed by Umengon Construction was thorough and extensive and meets our expectations for the project.

The procedures used to repair and waterproof the Glendevon Reservoir should help extend the useful life of the structure for the following reasons:

1. The cracked areas where the reservoir was leaking were repaired on the interior and exterior of the walls. All the old degraded concrete was chipped out and removed to sound concrete substrate. In addition, the old chipped injection material (used previously to repair the leak) was also removed. The extent of the crack repairs exceeded what was originally estimated.
2. A leakage test was conducted after completion of all repairs to ensure there were no further areas of leakage.



3. The exterior walls were waterproofed using Mel-Rol by W.R. Meadows from footings to the underside of the roof slab to minimize any potential ground water infiltration, thereby minimizing the potential for groundwater contamination and concrete degrading.
4. The exterior walls were insulated to four (4) feet below grade to minimize concrete degrading due to freeze thaw action and cracking due to differential temperature.
5. The upper section of the insulation was protected with concrete board to protect the insulation against UV degradation.

We trust you will find the enclosed information satisfactory and should you have any questions or require any additional information, please contact the undersigned.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED



O.DiCarlo, P. Eng.

OD/sjp

cc: Sara McDougall, Compliance Administrator, Town of Erin





Staff Report

Report #: W16-2015

Date: November-17-15

Submitted By: **Joe Babin**

Subject: Frozen Water Service Policy

Recommendations:

Be it resolved that Council approves the Frozen Water Service Policy;

And that Council supports the recommendations brought forward from the Water Department.

Background:

The Town of Erin Water Department responded to 44 Frozen Water Services this past winter. This required a considerable amount of resources including staff time and equipment. This spring the Water Department conducted meetings to review the issues and develop a plan of action for future events of Frozen Water Services. Staff has investigated each property that had a Frozen Service this past year and has made recommendations for each individual property. We concluded that the Municipal Water Servicing By-Law 11-47 needed to be updated to include Frozen Water Services and that was completed in October 2015. The Water Department attended a Wellington County/City of Guelph workshop on October 29, 2015 to discuss Frozen Water Services with other communities across the County. We have now developed a Town of Erin Water Department Frozen Water Service Policy that will be effective and achievable for The Town but also consistent with the rest of Wellington County. The Water Department is looking for Council's approval for this policy, so it will be in effect for this coming winter. Once approved, the Water Department Staff will begin communications with property owners who have had frozen water service issues in the past.

Financial Impact:

None

Consultation:

Town of Erin Water Department Staff

Communications Plan:

Council Report and Correspondence with Property Owners

Conclusion:

The Town of Erin Water Department is trying to be proactive in creating set policies to deal with Frozen Water Services for both Hillsburgh and Erin water customers.

Appendices:

Appendix A: Town of Erin Frozen Water Service Policy



Town of Erin Water Department

Frozen Water Service Policy

Effective date November 17, 2015

Approved by Joe Babin – Interim Water Superintendent
Approved by Town of Erin Council (pending)

POLICY PURPOSE AND GOALS

The overall purpose of this Frozen Water Service Policy is to prevent and manage interruptions to the Town's supply of water, caused by temporary freezing of Town and/or Customer Water Services, so that Customers maintain reliable, continuous access to water.

Core goals of this policy include:

- 1) To implement proactive first priority measures to prevent freezing of Water Services.
- 2) To provide Customers who have Frozen Water Services with timely access to continuous, reliable, safe, potable water.
- 3) To maintain compliance with utility regulations and health guidelines, while best managing the Town's water resources during responses to Frozen Water Service events.

POLICY DESCRIPTION

This Frozen Water Service Policy is comprised of programs that are implemented to achieve the above purpose and goals. Often the programs overlap and work in tandem.

The specific programs comprising this Policy include the following:

- 1) Freeze Prevention Program: a program that requires Customers to take specific actions to prevent the freezing of Water Services.
- 2) Frozen Water Service Thawing Program: a program whereby The Town of Erin Water Department may, based on available technology, and where resources allow, attempt to thaw Frozen Water Services which are readily accessible.
- 3) Temporary Water Service Program: a program that includes the installation of Temporary Water Service Lines providing temporary water supplies to Customers who are without water due to Frozen Water Services.
- 4) Temporary Water Access Program: a program to provide eligible Customers with access, for domestic use, to temporary water supplies, other than by means of a Temporary Water Service.

These programs are more fully described below.

DEFINITIONS

Customer: any person who has an active water account with the Town of Erin Water Department.

Non-potable water: usable for non-consumptive uses (for example, water which can be used for toilet flushing, but not for drinking or cooking).

Potable water: usable for all consumptive uses (for example, water which can be used for drinking or cooking).

Temporary Water Service: a temporary supply of water to a Customer who is without water due to Frozen Water Service.

Temporary Water Service Donor: a Customer with an active water supply who provides a Temporary Water Service to a neighbor through a Temporary Water Service Line connected to the donating Customer's own Water Service.

Temporary Water Service Line: a Water Pipe used to provide a Temporary Water Service.

Water Service: any service pipe which supply's water from the water main to the Customer.

RESPONSIBILITIES

The Town of Erin Water Department will:

- Respond to Customer Frozen Water Service issues in accordance with this Policy and provide timely service and communication to Customers.

Each applicable Customer will:

- Comply with this Policy.
- Ensure that the Customer's own Water Pipes meet the Building Code standards in place to prevent freezing.
- Take proactive actions to maintain the Customer's own Water Pipes/Water Service to prevent freezing.
- Maintain adequate heat to the Customer's own Water Pipes to reduce the threat of internal freezing.
- Pay all home-based energy costs incurred when the Customer applies heat to exposed Water Pipes on the Customer's property to cure or prevent Water Pipe/Service freezing, whether instructed to do so by The Town of Erin Water Department or voluntarily doing so.
- Permit safe access to the Customer's property by The Town of Erin Water Department if the Customer has requested assistance in addressing Frozen Water Services.
- Follow the provisions of this Policy and any instructions provided by The Town of Erin Water Department.
- Operate and maintain the Water Pipes on the Customer's property.
- Contribute to the costs of these programs as set out in this Policy.

Each applicable Temporary Water Service Donor will:

- Allow The Town of Erin Water Department safe entry to the Donor's property to install Temporary Water Services.

CUSTOMER SERVICE

In Frozen Water Service events, The Town of Erin Water Department will provide the following customer service functions:

1) Customer Service Desk

- The Town of Erin Water Department will maintain an open customer service desk accessible by telephone, email and walk-in on Monday to Friday between 8:30am and 4:30pm.

2) After Hours On-Call Operator Support

- Customers impacted by Frozen Water Services from 4:30pm to 8:30am may contact the Town of Erin Water Department On-Call Operator at 519-830-8600.

3) Service Request Response Priorities

- The Town of Erin Water Department will address Customer Service requests on a “first come, first served” basis. Upon receipt of a service request, The Town of Erin Water Department will aim to initiate a response within twenty-four hours.
- The Town of Erin Water Department will place recurring Customer service requests regarding Frozen Water Services into the “first come, first served” queue for response.

4) Communications

- The Town of Erin Water Department will provide specific updates and timely communications to Customers with Frozen Water Services for the duration of the Frozen Water Service event (for example, via email or delivered hard copy letter).
- The Town of Erin Water Department will provide general updates through appropriate media (for example, social media, and Town’s website).

SPECIFIC PROGRAMS

1) Freeze Prevention Program

The Freeze Prevention Program requires Customers to take specific actions to prevent the freezing of Water Services.

In the late fall of each year, The Town of Erin Water Department will provide advance communication to Customers regarding this program, including Customer obligations.

FREEZE PREVENTION PROGRAM TRIGGER

The Town of Erin Water Department will activate the Freeze Prevention Program if the treated water temperature reaches 4°C, as measured at The Town of Erin Water Tower and Distribution System temperature monitoring locations.

Once the Freeze Prevention Program trigger has been reached, The Town of Erin Water Department will communicate with those Customers whose properties have historically experienced interruptions in water supply as a result of Frozen Water Services, requesting them to take the actions set out in this program.

Once the Freeze Prevention Program Trigger has been reached, each applicable Customer will:

- i. Ensure that the property has plumbing, drains and a nearby catch basin that will accommodate continuous, unattended running of water.
- ii. Begin running water to waste at the property when instructed by The Town of Erin Water Department in order to prevent Water Service Freezing.

- iii. Notify Water Services at the earliest opportunity when an interruption in water supply occurs at the property.

2) Frozen Water Service Thawing Program

Under the Frozen Water Service Thawing Program, The Town of Erin Water Department may, based on available technology, and where resources allow, attempt to thaw Frozen Water Services which are readily accessible.

Town of Erin Water Department:

- i. Will receive each Customer request for thawing and assess whether thawing is feasible in particular circumstances, and if so, provide the thawing service.
- ii. If conditions do not continue to support the safe use of existing thawing technology or if thawing stops being technically feasible after two hours, cease the thawing activities.
- iii. If notified by a Customer that the Customer has had a third party undertake thawing before The Town of Erin Water Department was able to do so, may close the Customer's pending service request and/or determine what (if any) further field actions should be undertaken to address Frozen Water Service issues at the Customer's property.

Each applicable Customer with Frozen Water Services:

- i. Will ensure that the Customer's property is safe and accessible for The Town of Erin Water Department to carry-out the thawing activity.
- ii. May initiate third party thawing of Water Services but must notify The Town of Erin Water Department in advance.

3) Temporary Water Service Program

The Temporary Water Service Program includes the installation of Temporary Water Service Lines providing temporary water supplies to Customers who are without water due to a Frozen Water Service.

Water Services will consider field conditions and technical constraints and may decide not to install a Temporary Water Service if field conditions or technical feasibility are unsatisfactory.

Out of concern for public health, The Town of Erin Water Department does not condone or endorse the private installation of temporary water supplies. Any Customer who installs or operates a private temporary water supply does so at the Customer's own sole risk and expense.

The Town of Erin Water Department will:

- i. If field conditions are appropriate and the installation is technically feasible, install a Temporary Water Service Line for a Customer with a Frozen Water Service at no cost to the Customer or the Temporary Water Service Donor.
- ii. Provide and install a hose bib backflow prevention device in any instance where a backflow prevention device was removed by The Town of Erin Water Department to accommodate a Temporary Water Service Line Installation.
- iii. At the end of the Frozen Water Service event, remove the Temporary Water Service Line and take water meter readings.

Customers receiving the Temporary Water Service will:

- i. Provide written authorization to The Town of Erin Water Department to install a Temporary Water Service Line.
- ii. Obtain approval from a Temporary Water Service Donor and provide this information to The Town of Erin Water Department.
- iii. Prepare for The Town of Erin Water Department's installation of a Temporary Water Service Line by:
 - Providing clear walkways and clear access to exterior unfrozen and undamaged hose bibs for the installation.
 - If site conditions are met, run water continuously to waste to prevent freezing of the Temporary Water Service Line as instructed by The Town of Erin Water Department.

Temporary Water Service Donors providing water to a Customer will:

- i. Provide written authorization to The Town of Erin Water Department to install a Temporary Water Service Line.
- ii. Continue to maintain active supply of water to the Temporary Water Service Line as instructed by The Town of Erin Water Department to prevent freezing.

4) Temporary Water Access Program

The Temporary Water Access Program provides eligible Customers with access, for domestic use, to temporary water supplies other by means of Temporary Water Service.

To be eligible for this program, the Customer must have:

- A water servicing issue that cannot be verified by The Town of Erin Water Department as limited to the Customer's own Water Pipes,
- A Frozen Water Service, and
- No Temporary Water Service supplying Potable water.

The Town of Erin Water Department will:

- i. After initial notification by a Customer of a Frozen Water Service, and if the Customer is eligible under this program, register the Customer under this program.
- ii. Provide each eligible Customer with instructions on how to access resources (for example, shower facilities, filling stations).

Each eligible Customer will:

- i. Notify The Town of Erin Water Department at the earliest opportunity when an interruption in water supply occurs at the Customer's property.
- ii. Provide notice to The Town of Erin Water Department within 48 hours after normal water supply has been restored to the Customer's property. Upon such notice, The Town of Erin Water Department will terminate that Customer's access to the resources under this program.

Various resources are available to Customers eligible for this program. Instructions on how, when and where to access these resources will be provided.

The resources include:

- Fill Stations - available at designated facilities during designated time periods.
- Shower Facilities – will be available at Customer request at the Town of Erin community centres.

Water Services will:

- i. Make the resource available to eligible Customers only as set out above.

Each applicable Customer will:

- i. Obtain and transport suitable, personal use water containers for filling at The Town of Erin Fill Stations.
- ii. Obtain the Customer's own transportation to and from all locations where the resources under this program are available.

SPECIAL ASSISTANCE

The Town of Erin Water Department may, in special circumstances, approve the use of additional resources, beyond those available in the foregoing programs for vulnerable customers.

PROGRAM COSTS

Customers who participate in the Frozen Water Service programs will share in the costs as set out below.

If a Customer has chosen not to participate in the programs under this policy or to follow the direction of The Town of Erin Water Department, The Town of Erin Water Department will bill to that Customer any recurring service request calls, at call-out rates set out in the Town's Water Rate By-Law.

The costs of The Town of Erin Water Department are based on actual labor costs, payroll burden costs, overhead and administration costs, vehicle, equipment, materials and all property restoration costs.

1. Freeze Prevention Program

A Customer instructed by The Town of Erin Water Department to run water to waste is responsible for the payment of water monthly basic charges and the flat rate fee, as defined in the Town's Water Rate By-Law.

A Customer who runs water to prevent freezing, without the direct instruction of The Town of Erin Water Department, will be responsible for the full payment of water monthly basic charges and consumption charges, as defined in The Town's Water Rate By-Law.

2. Frozen Water Service Thawing Program

If The Town of Erin Water Department thaws a Frozen Water Service that was caused by the freezing of the Town's portion of the Water Service Line or the Water main, the Town of Erin Water Department will pay the costs of the thawing. If The Town of Erin Water Department thaws a Frozen Water Service that was only frozen on The Customer's portion of the Water Service Line, then the Customer will pay the costs of the thawing, as defined in the Town's Water Rate By-Law.

If a Customer wishes a more immediate thawing of only the Customer's portion of the Frozen Water Service, than The Town of Erin Water Department can provide, then the Customer may retain a third party to thaw the Frozen Water Service at the Customer's own cost.

If a Customer wishes a more immediate thawing of both the Customer's portion and the Town's portion of the Frozen Water Service, than The Town of Erin Water Department can provide, then the Customer may retain a third party to thaw the Frozen Water Service, with the costs shared equally between The Town of Erin Water Department and the Customer, as long as:

- The Customer provides, in advance, the particulars of the proposed thawing;
- The Town of Erin Water Department approves the particulars of the proposed thawing;
- The Customer proceeds with the thawing as proposed; and
- The Customer reports the outcome of the thawing to The Town of Erin Water Department.

3. Temporary Water Service Program

Each Temporary Water Service Recipient and Donor is responsible for the payment of water monthly basic charges and the flat rate fee, as defined in The Town's Water Rate By-Law. The Donor will not be charged for the extra water consumption being used by the neighbor.

4. Temporary Water Access Program

Use of the resources under the Temporary Water Access Program is, as long as such use is within the limitations set out in this policy, free to qualifying Customers.



Staff Report

Report #: 2015-05C

Date: November-17-15

Submitted By: **Dina Lundy, Clerk**

Subject: Proposed Corporate Services Fee By-Law

Recommendations:

Be it resolved that Council receives the Clerk's report regarding a Proposed Corporate Services Fee By-Law;

And that Council will consider the proposed By-law at its next regular meeting on December 15, 2015.

Background:

Part XII Fees and Charges, Section 391 of the Municipal Act, 2001 authorizes a municipality to impose fees or charges for services. The administrative staff in several departments perform a number of Corporate Services for which there are currently no charges, and for which most municipalities do charge on a pay by use basis in order to help recover the costs of services which are provided by request.

The Town has been generous in providing some administrative services at no cost, however with increased use and to ensure fiscal responsibility to all ratepayers; it is prudent that the Town establish fees for these services. In addition, the services are sometimes provided to those who are not residents of the Town, for example in the case of commissioning documents.

Schedule A of the proposed by-law incorporates some of our current services which have charges in place, along with new charges to be imposed upon the passing of this by-law based on charges researched and obtained from other Municipalities.

Going forward, senior staff will be working on a consolidated fee by-law to incorporate all fees under one by-law that can be reviewed regularly.

Financial Impact:

A small amount of revenue will be realized going forward to offset costs of administrative services.

Consultation:

Other Municipalities, CAO, and Director of Finance

Communications Plan:

Council Report

Conclusion:

In conclusion, the Clerk's Department has generated a Corporate Services Fee By-Law to bring the Town in line with fees charged across Wellington County and neighbouring municipalities, and recommends that Council considers the by-law at the next regular council meeting.

Appendices:

Fee Comparison Chart
Proposed By-Law

| | Centre Wellington (includes HST where applicable) | Guelph Eramosa | Mapleton | Puslinch | Wellington North (taxes extra where applicable) | Orangeville | Town of Erin (Current) | Town of Erin (Proposed) |
|--|---|---|---|-------------------------------|---|---|---|---|
| Burial Permit Administration | \$40.00 (out of town) \$30.00 (in town) | \$20.00 | service not provided (Minto) | service not provided | \$15.00 (outside Municipality) \$10.00 (within Municipality) | \$25.00 | \$10.00 | \$15.00 |
| Certification of True Copy | \$20.00 | \$10.00 | \$20.00 (plus tax) | \$10.00 (plus tax) | \$10.00 | \$10.00 1 page \$15 multiple | no charge | \$10.00 |
| Civil Marriage Ceremony (in chambers) | \$226.00 | \$200.00 | service not provided | service not provided | service not provided | \$250.00 | \$250.00 (reg. hours) \$350.00 (after hours) | \$250.00 (reg. hours) \$350.00 (after hours) |
| Civil Marriage Ceremony (off site) | \$395.50 | \$300.00 (plus expenses) | service not provided | service not provided | service not provided | \$300.00 | \$400.00 | \$400.00 |
| Commissioner of Oaths | \$20.00 | \$10.00 | no charge (unless for vehicle transfers and immunization forms - \$20.00) | \$10.00 (plus tax) | \$25.00 | \$10.00 (single) \$15 (multiple) n/c Seniors | no charge | \$10.00 |
| Compliance Letters | \$80.00 | \$80.00 | \$75.00 (septic); \$85.00 (zoning) | \$75.00 | \$94.00 | \$40.00 | \$75.00 | \$75.00 |
| Council Agendas | \$300/year | \$300/year | \$200.00 (plus tax) | \$0.25 per page (plus tax) | \$0.25 pp (b/w); \$1.50 pp (colour) | service not provided | no charge | \$300/year |
| Dog Licence | \$25.00 (Jan-Apr) \$45.00 (May-Oct) \$12.50 (Nov-Dec) | \$20 (fertile) \$15.00 (spayed/ neutered) Note: \$5.00 (penalty after March 31) | \$15.00 (1st dog) \$25.00 (2nd dog) \$35.00 (3rd dog) \$45.00 (4th dog) \$55.00 (5th dog) | \$25.00 | \$15.00 (1st dog) \$25.00 (2nd dog) \$35.00 (3rd dog) \$45.00 (4th dog) \$55.00 (5th dog) | \$25.00 (1st dog) \$25.00 (2nd dog) \$50.00 (3rd dog) Note: \$5.00 (penalty after Apr 1) | \$20.00 (to Mar.31); \$30.00 (after Apr.1) | \$20.00 (to Mar.31); \$30.00 (after Apr.1) |
| Dog Licence(replacement tag) | \$7.00 | \$5.00 | \$10.00 | no charge | \$10.00 | \$5.00 | \$5.00 | \$5.00 |
| Fence Viewing Request | \$500.00 | \$400.00 | service not provided | \$300.00 | not applicable | not applicable | Actual cost (\$250 deposit) | \$400.00 |
| Kennel License | \$350.00 | \$125.00 | \$175.00 | \$175.00 | \$150.00 (plus \$75.00 inspection fee) | not applicable | \$125.00 (to Mar 31); \$150.00 (after Apr 1) | \$150.00 (to Mar 31); \$200.00 (after Apr 1) |

| | Centre Wellington (includes HST where applicable) | Guelph Eramosa | Mapleton | Puslinch | Wellington North (taxes extra where applicable) | Orangeville | Town of Erin (Current) | Town of Erin (Proposed) |
|--|--|---------------------------------------|---|---------------------------------------|--|---------------------------------------|--|--|
| Lottery Licence | Legislated | 3% of estimated total value of prizes | 3% of estimated total value of prizes; (Break Open \$5.00/bx) | 3% of estimated total value of prizes | \$20.00 per license; Break open \$10.00/bx) | 3% of estimated total value of prizes | 1% of estimated total value of prizes (\$10 min) | 3% of estimated total value of prizes (\$20 min) |
| NSF Cheque | \$45.00 | \$25.00 | \$35.00 | \$40.00 | \$30.00 | \$25.00 | \$25.00 | \$35.00 |
| Photocopies (per page) | \$0.55 | \$0.25 | \$0.50 (plus tax) | \$0.25 (plus tax) | \$0.25 pp (b/w); \$1.50 pp (colour) | \$0.25 | no charge | \$0.30 per page |
| Tax Arrears Notice | \$5.00 | no charge | \$5.00 | no charge | not applicable | \$25.00 | no charge | \$5.00 |
| Tax Bill - reprint | \$15.00 | no charge | \$5.00 | no charge | not applicable | no charge | no charge | \$15.00 |
| Tax Certificate | \$30.00 | \$30.00 | \$55.00 | \$60.00 | \$50.00 | \$50.00 | \$40.00 | \$40.00 |
| Unpaid Charges added to Tax Roll (other than water arrears) | \$20.00 | no charge | \$20.00 | no charge | actual cost | no charge | no charge | \$25.00 |

THE CORPORATION OF THE TOWN OF ERIN

BY-LAW NUMBER 15-

**A by-law to establish fees and charges for various services
provided by the Corporation of the Town of Erin**

WHEREAS Section 391, Part XII of the Municipal Act, 2001 authorizes a municipality to impose fees or charges on persons;

AND WHEREAS pursuant to Section 385, Part XI of the Municipal Act, 2001 a municipality may fix a scale of costs to be charged as the reasonable costs of proceedings under Part XI, which scale shall be designed to meet only the anticipated costs of the municipality;

NOW THEREFORE, the Council of the Corporation of the Town of Erin enacts as follows:

1. That the fees and charges for various municipal services provided are shall be as set out in Schedule A, attached hereto and forming part of this By-law.
2. That should any part of this By-law, including any part of the schedule attached hereto be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of the schedule attached hereto, as applicable, shall continue to operate and to be in force and effect.
3. That this By-law shall come into force and take effect on January 1, 2016.

Passed in open Council on December 15, 2015.

Mayor

Clerk

**Schedule A
By-Law 15-**

| Type Of Service | Fees |
|---|---|
| Commissioner of Oaths | |
| Certification of True Copy | \$10.00 |
| Commissioning Signatures on Documents | \$10.00 |
| Administering Oaths/Affidavits | \$10.00 |
| Paper Copies | |
| Full year of Council Agendas (annual rate, paid by Jan. 31) | \$300.00/year |
| Single Council Agenda, per page charge | \$0.30/page |
| Per page copy charge for all other documents | \$0.30/page |
| Civil Marriage | |
| Civil Marriage (council chambers, during office hours) | \$250.00 |
| Civil Marriage (council chambers, after hours) | \$350.00 |
| Civil Marriage (offsite) | \$400.00 |
| Licencing | |
| Dog Tag (Jan 1 to Mar 31) | \$20.00 |
| Dog Tag (Apr 1 to Dec 31) | \$30.00 |
| Dog Tag Replacement | \$5.00 |
| Kennel Licence (Jan 1 to Mar 31) | \$150.00 |
| Kennel Licence (Apr 1 to Dec 31) | \$200.00 |
| Lottery Licence | 3% of estimated prize value (\$20.00 minimum) |
| Taxes | |
| Tax Certificate | \$40.00 |
| Reprint of Tax Bill/Statement | \$15.00 |
| Tax Arrears Notice | \$5.00 |
| Unpaid Charges added to Tax Roll (other than water arrears) | \$25.00 |
| Other | |
| NSF Cheque | \$35.00 |
| Burial Permit Administration Fee | \$15.00 |
| Fence Viewing Request | \$400.00 |



Staff Report

Report #: 2015-11

Date: December-1-15

Submitted By: **Sharon Marshall, Director of Finance**

Subject: TEMPORARY BORROWING BYLAW 2015

Recommendations:

Be it resolved that Council receives the Director of Finance’s Report “Temporary Borrowing Bylaw 2015” for information;

And that Council considers the adoption of the Borrowing Bylaw as recommended.

Background:

Section 407 of the *Municipal Act, 2001* allows municipalities to borrow up to 50% of the total estimated revenues of the municipality from January 1 to September 30 each year; or 25% of the total revenues from October 1 to December 31 each year prior to collection of those revenues to meet the expenses of the municipality. To address the occasional cash-flow shortfall, the Town is authorized to borrow short-term funds up to \$1,500,000.00 from the Royal Bank of Canada.

Financial Impact:

The total estimated revenues of the Town based on the “2015 Annual Repayment Limit” document (“ARL”) are approximately \$8,509,745. As prescribed under the *Municipal Act*, the Town can borrow up to 50% in the first three quarters of this year, or 25% for the final quarter 2015, or up to \$2,127,436.

The Temporary Borrowing Bylaw with the RBC authorizes up to \$1,500,000., well within the limits allowed. As a result of positive cash-flow so far in 2015, we have not required any short-term borrowing this year.

Consultation:

I have reviewed the *Municipal Act*, the *Ministry of Municipal Affairs “ARL”*, and the “Credit Facilities Agreement” with RBC, as revised November 13, 2013.

Communications Plan:

Upon adoption of the Borrowing Bylaw, a certified copy will be sent to the RBC, Guelph Commercial Centre.

Conclusion:

I recommend that Council adopt the temporary borrowing bylaw for 2015 as drafted to authorize borrowing from time to time to meet current expenditures.

Appendices:

N/A



Staff Report

Report #: 2015- 15

Date: December-1-15

Submitted By: Larry Wheeler / Financial Analyst

Subject: Five Year Capital Plan 2016 – 2020, Draft: Dec 1, 2015

Recommendations:

Be it resolved that the Council of the Town of Erin hereby receives report 2015- 15 'Five Year Capital Plan 2016 – 2020, Draft: Dec 1, 2015' as information.

Background:

At the Special Meeting of Nov 23, 2015 Town of Erin Council generally agreed to make several alterations to the Capital Plan as presented. All changes have been illustrated with a red font. In the event that the Capital Plan discussions get put on hold until after the Operational Budget process, it seems wise to document the Five Year Capital Plan's current status.

Financial Impact:

In the General Government section, a few small cuts were agreed to. With regard to the Fire Department, two trucks were deferred by one year, and the construction phase of the Station 10 expansion was more realistically scheduled for 2017. In the Roads Dept, a grader price was adjusted, three vehicles were deferred one year, and accord was reached on two sidewalk projects. Additionally, three road construction projects were deferred by one year. With regard to bridge and culvert major repairs, rehabilitation, and replacement, advice was obtained from Triton Engineering which (abbreviated) was to proceed with the replacement of Culvert 2045 (Line 77), but to obtain the advice of a bridge rehab / replace firm (i.e. Reeves Construction) in the year preceding the decision on the other two potential replacements (Lines 81 & 96). Triton also noted that the AECOM report could be used as an indicator for planning purposes, but would not be accurate for budgeting. I have highlighted the cells preceding the year of our two rehab / replace decisions and removed the cost figure for the rehab. Also, I have delayed major repairs (with one exception) from 2015 pending the hiring of a Director of Infrastructure.

In the Recreation Dept, some reserve funding is now available for Ballinafad, and the lawn tractor has been deferred beyond year 5. Both Tennis Club projects are now internally funded by the club.

With regard to Economic Development, the crosswalk project was deleted as a consequence of the projected loss of six to eight parking spots.

Consultation:

As previously noted, changes to this draft originated at the Special Meeting November 23rd, and through staff discussions with Triton Engineering.

Communications Plan:

At this time, there have been no further '5 Year Capital Plan' meetings scheduled.

Conclusion:

Council will now have a choice of proceeding with the objective of completing a five year capital plan, or concentrating specifically on a 2016 capital budget.

Appendices:

Dec 1, Draft Five Year Capital Plan (2016 – 2020).



**TOWN OF ERIN
2016 - 2020 CAPITAL PLAN**

Master List of Potential Capital Projects

Draft: Dec 1, 2015

Data extracted from the following major studies:

- 1) Development Charges Study 2014 - Watson & Assoc
- 2) Asset Management Plan 2013 - Watson & Assoc
- 3) State of the Infrastructure - Roads 2013 - 4 Roads Mgmt
- 4) Ontario Structures Inspections Summary 2015 - AECOM
- 5) Operational Review 2015 - Strategy Corp

| | | | | | | | | | | | | | | | |
|---|--------------------------|----------------------------|-------------|-------------|-------------|-------------|-------------|---------------------------|---------------------------------|------------------------------------|--------------------------------|-----------------------------|------------------------------|-------------|-------------------------|
| <i>Orange = project from Asset Management Plan</i> | <i>Illustration Only</i> | | | | | | | SOURCES OF FINANCE | | | | | | | |
| <i>Red = project from Development Charges Study</i> | 2015 Capital | 5 YEAR CAPITAL PLAN | | | | | | Grants | Trade-Ins, Donations | Reserves, Reserve Funds | Development Charges | New Capital Fees | Assessment Growth | Debt | Property Tax |
| Project Description | BUDGET | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | TOTAL | | | | | | | |

| GENERAL GOVERNMENT | | | | | | | | | | | | | | | | |
|--------------------|--|-----------|------------|------------|------------|-----------|------------|------------|-----------|--|-----------|-----------|-----------|------------|------------|------------|
| 1 | Organization & Compensation Review - Major Study | \$ 12,500 | \$ 37,500 | | | | | \$ 37,500 | | | | | | | \$ 37,500 | |
| 2 | Municipal Offices - Entrance Sign | \$ 8,300 | \$ 2,500 | | | | | \$ 2,500 | | | | | | | \$ 2,500 | |
| 3 | Green Energy Conservation Plan | | \$ 8,000 | \$ 8,000 | \$ 8,000 | | | \$ 24,000 | | | | | | | \$ 24,000 | |
| 4 | Financial Systems Upgrade Project | | \$ 30,000 | | | | | \$ 30,000 | | | | | | | \$ 30,000 | |
| 5 | Records Management & Storage Project | | \$ 30,000 | \$ 70,000 | | | | \$ 100,000 | | | \$ 71,627 | | | | \$ 28,373 | |
| 6 | I.T. Systems | \$ 34,560 | \$ 36,500 | \$ 26,600 | \$ 62,300 | \$ 30,000 | \$ 30,000 | \$ 185,400 | | | | | | | \$ 185,400 | |
| 7 | Municipal Offices - Renovations (CAO) | \$ 5,000 | \$ 10,000 | \$ 240,000 | | | | \$ 250,000 | | | | | \$ 71,000 | | \$ 179,000 | |
| 8 | Municipal Offices - Accessibility renovations only | | | \$ 10,000 | | | | \$ 10,000 | \$ 10,000 | | | | | | \$ - | |
| 9 | Municipal Offices - Paint & carpet | | | \$ 53,000 | | | | \$ 53,000 | | | | | | | \$ 53,000 | |
| 10 | Asset Management Plan Update | | \$ 0 | | \$ 38,000 | | | \$ 38,000 | | | \$ 1,800 | | | | \$ 36,200 | |
| 11 | Development Charges Study | | | | | \$ 25,000 | | \$ 25,000 | | | \$ 22,500 | | | | \$ 2,500 | |
| 12 | Telephone System | | \$ 25,000 | | | | | \$ 25,000 | | | \$ 10,000 | | | | \$ 15,000 | |
| 13 | Municipal Offices - HVAC & hot water tank | | | | | \$ 35,000 | | \$ 35,000 | | | | | | | \$ 35,000 | |
| 14 | Municipal Offices - vinyl windows, doors | | | | | | \$ 74,000 | \$ 74,000 | | | | | \$ 74,000 | | \$ - | |
| 15 | General Government - Totals by Year | | \$ 179,500 | \$ 407,600 | \$ 108,300 | \$ 90,000 | \$ 104,000 | \$ 889,400 | \$ 10,000 | | \$ 81,627 | \$ 24,300 | \$ - | \$ 145,000 | \$ - | \$ 628,473 |

| BUILDING DEPT | | | | | | | | | | | | | | | |
|---------------|-------------------|--|--|--|-----------|--|--|-----------|--|--|-----------|--|--|--|------|
| 18 | Computer Software | | | | \$ 30,000 | | | \$ 30,000 | | | \$ 30,000 | | | | \$ - |

| FIRE & EMERGENCY | | | | | | | | | | | | | | | |
|------------------|---|------------|------------|------------|------------|------------|------------|--------------|--|--|------------|------------|------------|------------|------------|
| 21 | Custom Pumper Rescue Truck | \$ 264,000 | \$ 357,000 | | | | | \$ 357,000 | | | | | | \$ 357,000 | \$ - |
| 22 | Radio System upgrade, similar to County's 400MHz | | \$ 40,000 | | | | | \$ 40,000 | | | | | | | \$ 40,000 |
| 23 | Replace T57 (1990 Intl Tanker) with Pumper / Tanker | | | \$ 264,000 | \$ 196,000 | | | \$ 460,000 | | | | | \$ 460,000 | \$ - | |
| 24 | Erin Firehall 10 - expansion | | \$ 20,000 | \$ 160,000 | | | | \$ 180,000 | | | \$ 100,000 | | | | \$ 80,000 |
| 25 | Replace T58 (94 Frtl Tanker) with Pumper / Tanker | | | \$ 264,000 | \$ 196,000 | | | \$ 460,000 | | | | \$ 105,000 | | | \$ 355,000 |
| 26 | Erin Firehall 10 - apparatus floor Ventilation | | \$ 85,000 | | | | | \$ 85,000 | | | \$ 15,910 | | | | \$ 69,090 |
| 27 | Pumper/Rescue 4x4 pickup -replace R15(92 GM Van) | | | | | \$ 122,000 | | \$ 122,000 | | | | | | | \$ 122,000 |
| 28 | Pumper/Rescue 4x4 pickup -replace R55(94 Frtl Van) | | | | | | \$ 125,000 | \$ 125,000 | | | | | | | \$ 125,000 |
| 29 | Fire Dept - Totals by Year | | \$ 417,000 | \$ 509,000 | \$ 460,000 | \$ 318,000 | \$ 125,000 | \$ 1,829,000 | | | \$ 15,910 | \$ 100,000 | \$ 105,000 | \$ 817,000 | \$ 791,090 |

| ROADS | | | | | | | | | | | | | | | |
|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| ROADS - Software & Major Studies | | | | | | | | | | | | | | | |

| Project Description | 2015 Capital BUDGET | | | | | | | SOURCES OF FINANCE | | | | | | | |
|---------------------|-----------------------|-----------|------|------|-----------|------|-------|--------------------|----------------------|-------------------------|---------------------|------------------|-------------------|------|--------------|
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | TOTAL | Grants | Trade-Ins, Donations | Reserves, Reserve Funds | Development Charges | New Capital Fees | Assessment Growth | Debt | Property Tax |
| | GIS Mapping Programme | \$ 35,000 | | | \$ 74,420 | | | \$ 74,420 | | | | \$ 33,000 | | | |

| ROADS - Equipment | | | | | | | | | | | | | | | | |
|-------------------|--|-----------|------------|------------|------------|------------|------------|--------------|--|------------|------------|-----------|------------|-----------|--------------|------------|
| 34 | GIS Mapping Programme | \$ 35,000 | | | \$ 74,420 | | | \$ 74,420 | | | | \$ 33,000 | | | | \$ 41,420 |
| 36 | ROADS - Equipment | | | | | | | | | | | | | | | |
| 37 | Wheel Loader - Case 621D, bucket, forks, 2006 | | \$ 210,000 | | | | | \$ 210,000 | | \$ 60,000 | \$ 140,000 | | | | | \$ 10,000 |
| 38 | Trackless - MT Series 5 + various accessories, 2006 | | \$ 148,000 | | | | | \$ 148,000 | | \$ 20,000 | | | | \$ 70,000 | | \$ 58,000 |
| 39 | Radio System upgrade, similar to County's 400MHz | | \$ 40,000 | | | | | \$ 40,000 | | | | | | | | \$ 40,000 |
| 40 | Grader - Volvo G740B, 2003, with plow & wing | | | \$ 400,000 | | | | \$ 400,000 | | \$ 25,000 | | | | | | \$ 375,000 |
| 41 | Snow Plough - International Paystar 5500, 2005 | | | | \$ 285,000 | | | \$ 285,000 | | \$ 40,000 | | | | | | \$ 245,000 |
| 42 | Excavator - Cat314CR, buckets, ripper, 2005 | | | | \$ 265,000 | | | \$ 265,000 | | \$ 60,000 | | | | | | \$ 205,000 |
| 43 | Additional Pick-up | | | | \$ 50,000 | | | \$ 50,000 | | \$ 4,000 | | | | | | \$ 46,000 |
| 44 | Chipper - Brush Bandit 150XP, 2009 | | \$ 50,000 | | | | | \$ 50,000 | | \$ 15,000 | | | | | | \$ 35,000 |
| 45 | Tractor - New Holland T6050, snow wing, sander, 2008 | | | | \$ 100,000 | | | \$ 100,000 | | \$ 28,000 | | | \$ 72,000 | | | \$ - |
| 46 | Snow Plough - International 7600, 2007 | | | | | \$ 285,000 | | \$ 285,000 | | \$ 40,000 | | | \$ 73,000 | | | \$ 172,000 |
| 47 | Snow Plough - International 7600, roll off, sander, 2010 | | | | | | \$ 285,000 | \$ 285,000 | | \$ 40,000 | | | | | | \$ 245,000 |
| 48 | Road Equipment - Totals by Year | | \$ 398,000 | \$ 450,000 | \$ 700,000 | \$ 285,000 | \$ 285,000 | \$ 2,118,000 | | \$ 332,000 | \$ 140,000 | | \$ 215,000 | | \$ 1,431,000 | |

| ROADS - Facilities | | | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|------------|------------|--|------------|--|--|--|-----------|--|------------|--|------------|
| 51 | Road's Shop - flat roofing | | | | | \$ 115,000 | | \$ 115,000 | | | | | | | | \$ 115,000 |
| 52 | Hot Mix Sand Shed, Salt Brine Storage (Report Pending) | | | | \$ 340,900 | | | \$ 340,900 | | | | \$ 20,900 | | \$ 320,000 | | \$ - |

| ROADS - Auxiliary Infrastructure | | | | | | | | | | | | | | | | |
|----------------------------------|---|--|------------|-----------|------------|--|--|------------|--|--|------------|-----------|--|--|-----------|------|
| 55 | Sidewalk build - CR 124, Erin village north, Tim Horton's | | \$ 250,000 | | | | | \$ 250,000 | | | \$ 171,000 | \$ 79,000 | | | | \$ - |
| 56 | Sidewalk build - CR 124, Erin village south, Delarmbro | | | | \$ 100,000 | | | \$ 100,000 | | | \$ 73,100 | | | | \$ 26,900 | |
| 57 | Streetlight Replacement Programme | | | \$ 60,000 | | | | \$ 60,000 | | | \$ 60,000 | | | | | \$ - |
| 58 | Parking Lot Rehabilitation Program | | | | | | | \$ - | | | | | | | | \$ - |
| 59 | Sidewalk Rehabilitation Program | | | | | | | \$ - | | | | | | | | \$ - |

| ROADS - Road Construction | | | | | | | | | | | | | | | | |
|---------------------------|---|------------|------------|------------|--------------|--------------|--------------|--------------|--------------|--|------------|--------------|--|--------------|------|--|
| 62 | Rural Reconstruct - 17 Sideroad | \$ 624,000 | \$ 774,988 | | | | | \$ 774,988 | \$ 327,442 | | | \$ 223,773 | | \$ 223,773 | \$ - | |
| 63 | Urban Reconstruct - George St, section 01422 | \$ 267,130 | \$ 131,000 | | | | | \$ 131,000 | \$ 59,729 | | | | | \$ 71,271 | \$ - | |
| 64 | Urban Reconstruct - Church St | | | \$ 290,000 | | | | \$ 290,000 | | | | | | \$ 290,000 | \$ - | |
| 65 | Urban Reconstruct - Daniel St (Ross to south of Church) | \$ 50,000 | \$ 50,000 | | | \$ 1,101,100 | | \$ 1,151,100 | \$ 343,035 | | \$ 15,000 | | | \$ 793,065 | \$ - | |
| 66 | Pulverize & Resurface - 2nd Line, | \$ 350,000 | \$ - | \$ 197,500 | | | | \$ 197,500 | \$ 59,729 | | | | | \$ 137,771 | \$ - | |
| 67 | Urban Reconstruct - 5th Line (CR22 - Cedar Valley) | | | | \$ 137,816 | | | \$ 137,816 | | | | | | \$ 137,816 | \$ - | |
| 68 | Urban Reconstruct - 5th Line (Cedar Valley - .4km North) | | | | \$ 106,864 | | | \$ 106,864 | | | | | | \$ 106,864 | \$ - | |
| 69 | Rural Reconstruct - 00160 -27 Sideroad (4th - 5th Line) | | | \$ 472,466 | | | | \$ 472,466 | \$ 343,035 | | | | | \$ 129,431 | \$ - | |
| 70 | Pulverize & Resurface - 10000 - Dundas St W | | | \$ 182,287 | | | | \$ 182,287 | \$ 59,729 | | | | | \$ 122,558 | \$ - | |
| 71 | Rural Reconstruct - 00240 - Station St (EC Trail- 6th Line) | | | \$ 302,686 | | | | \$ 302,686 | | | | | | \$ 302,686 | \$ - | |
| 72 | Rural Reconstruct +Surface - 8th Line - (CR 124 - 15SR) | | | | | \$ 1,347,300 | | \$ 1,347,300 | \$ 343,035 | | | | | \$ 1,004,265 | \$ - | |
| 73 | Road Construction - Totals by Year | | \$ 955,988 | \$ 487,500 | \$ 1,202,119 | \$ 1,101,100 | \$ 1,347,300 | \$ 5,094,007 | \$ 1,535,734 | | \$ 238,773 | \$ 1,535,734 | | \$ 3,319,500 | \$ - | |

| ROADS - Bridges & Culverts | | | | | | | | | | | | | | | | |
|----------------------------|--|------------|------------|--------------|------------|--|--|--------------|------------|--|--|--|--|--------------|------|--|
| 76 | Station St Rehabilitation, includes Bridge 2064 (E.A.) | \$ 145,057 | \$ 50,000 | \$ 2,442,308 | | | | \$ 2,492,308 | \$ 327,442 | | | | | \$ 2,164,866 | \$ - | |
| 77 | Culvert 2045 - Replace (4th L sth of 17SR) <input checked="" type="checkbox"/> BCI:55.65 | \$ 35,000 | | | \$ 628,671 | | | \$ 628,671 | | | | | | \$ 628,671 | \$ - | |
| 78 | Bridge 1 - Replace (Winston Chch, 1 Lane) <input checked="" type="checkbox"/> BCI:59.21 | | \$ 700,000 | | | | | \$ 700,000 | | | | | | \$ 700,000 | \$ - | |
| 79 | Bridge 2 - Rehab (10th L south of 15SR) <input checked="" type="checkbox"/> BCI:65.29 | | \$ 70,200 | | | | | \$ 70,200 | | | | | | \$ 70,200 | \$ - | |

| Orange = project from Asset Management Plan | | 2015 Capital 5 YEAR CAPITAL PLAN | | | | | | SOURCES OF FINANCE | | | | | | | | | |
|--|--|--|--------------|--------------|--------------|--------------|---------------|---------------------------|------------|------------|-------------------------|----------------------------|------------------------|---------------------|----------------------|------|-----------------|
| Red = project from Development Charges Study | | | | | | | | BUDGET | | Grants | Trade-Ins, Donations | Reserves, Reserve Funds | Development Charges | New Capital Fees | Assessment Growth | Debt | Property Tax |
| Project Description | | | | | | | | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | TOTAL | | | |
| 80 | Bridge 3 - Rehab (1st L south of CR124) <input checked="" type="checkbox"/> BCI:70.44 | | | \$ 129,500 | | | | \$ 129,500 | | | | | | \$ 129,500 | \$ - | | |
| 81 | Bridge 5 - Rehab or Replace (2nd L Orton) <input checked="" type="checkbox"/> BCI:62.74 | | | | | | \$ 576,973 | \$ 576,973 | | | | | | \$ 576,973 | \$ - | | |
| 82 | Bridge 6 - Rehab (3rd L north of CR124) <input checked="" type="checkbox"/> BCI:74.47 | | | | | | \$ 73,000 | \$ 73,000 | | | | | | \$ 73,000 | \$ - | | |
| 83 | Bridge 7 - Rehab or Replace (3rd L Orton) <input checked="" type="checkbox"/> BCI:68.44 | | | \$ 134,000 | | | | \$ 134,000 | | | | | | \$ 134,000 | \$ - | | |
| 84 | Bridge 9 - Rehab or Replace (8th L 17SR) <input checked="" type="checkbox"/> BCI:68.87 | | | | | \$ 139,500 | | \$ 139,500 | | | | | | \$ 139,500 | \$ - | | |
| 85 | Culvert 10 - Rehab or Replace (17SR, 8L) <input checked="" type="checkbox"/> BCI:66.53 | | | \$ 62,000 | | | | \$ 62,000 | | | | | | \$ 62,000 | \$ - | | |
| 86 | Bridge 11 - Rehab (8th L north of 17SR) <input checked="" type="checkbox"/> BCI:79.48 | | | | | | \$ 53,500 | \$ 53,500 | | | | | | \$ 53,500 | \$ - | | |
| 87 | Bridge 12 - Rehab (17SR east of 3rd L) <input checked="" type="checkbox"/> BCI:95.13 | | | | | | \$ 56,500 | \$ 56,500 | | | | | | \$ 56,500 | \$ - | | |
| 88 | Culvert 13 - Rehab (Dundas west of Main) <input checked="" type="checkbox"/> BCI:74.72 | | | | | | \$ 91,000 | \$ 91,000 | | | | | | \$ 91,000 | \$ - | | |
| 89 | Culvert 14 - Rehab (Church west of Main) <input checked="" type="checkbox"/> BCI:69.11 | | | \$ 19,800 | | | | \$ 19,800 | | | | | | \$ 19,800 | \$ - | | |
| 90 | Culvert 2011 - Rehab (10th L sth of 15SR) <input checked="" type="checkbox"/> BCI:73.90 | \$ 12,000 | | | | | | \$ 12,000 | | | | | | \$ 12,000 | \$ - | | |
| 91 | Culvert 2018 - Rehab (1st L north of WR50) <input checked="" type="checkbox"/> BCI:63.57 | | | \$ 112,000 | | | | \$ 112,000 | | | | | | \$ 112,000 | \$ - | | |
| 92 | Culvert 2019 - Rehab (3rd L sth of WR124) <input checked="" type="checkbox"/> BCI:72.28 | | | | | \$ 120,000 | | \$ 120,000 | | | | | | \$ 120,000 | \$ - | | |
| 93 | Culvert 2027 - Rehab (HH TL west of 6th L) <input checked="" type="checkbox"/> BCI:58.02 | | | \$ 148,000 | | | | \$ 148,000 | | | | | | \$ 148,000 | \$ - | | |
| 94 | Culvert 2033 - Rehab (1st L south of 17SR) <input checked="" type="checkbox"/> BCI:68.06 | | | | \$ 58,000 | | | \$ 58,000 | | | | | | \$ 58,000 | \$ - | | |
| 95 | Culvert 2048 - Rehab (5th L Cedar Valley) <input checked="" type="checkbox"/> BCI:72.36 | | | | | \$ 117,000 | | \$ 117,000 | | | | | | \$ 117,000 | \$ - | | |
| 96 | Culvert 2051 - Rehab or Replace (8th Line) <input checked="" type="checkbox"/> BCI:54.61 | | | | | | \$ 525,355 | \$ 525,355 | | | | | | \$ 525,355 | \$ - | | |
| 97 | Culvert 2052 - Rehab (8th L Garafraxa TL) <input checked="" type="checkbox"/> BCI:70.33 | | | | \$ 136,000 | | | \$ 136,000 | | | | | | \$ 136,000 | \$ - | | |
| 98 | Culvert 2053 - Rehab (27SR east of 9th L) <input checked="" type="checkbox"/> BCI:68.62 | | | | \$ 119,500 | | | \$ 119,500 | | | | | | \$ 119,500 | \$ - | | |
| 99 | Culvert 2057 - Rehab (17SR east of 1st L) <input checked="" type="checkbox"/> BCI:62.14 | | | \$ 125,000 | | | | \$ 125,000 | | | | | | \$ 125,000 | \$ - | | |
| 100 | Culvert 2059 - Rehab (24SR west of 5th L) <input checked="" type="checkbox"/> BCI:66.85 | | | \$ 118,000 | | | | \$ 118,000 | | | | | | \$ 118,000 | \$ - | | |
| 101 | Culvert 2060 - Rehab (24SR Cedar Valley) <input checked="" type="checkbox"/> BCI:68.34 | | | | \$ 143,000 | | | \$ 143,000 | | | | | | \$ 143,000 | \$ - | | |
| 102 | Culvert 2066 - Rehab (East Gara TL 8th L) <input checked="" type="checkbox"/> BCI:69.72 | | | \$ 48,500 | | | | \$ 48,500 | | | | | | \$ 48,500 | \$ - | | |
| 103 | Culvert 2068 - Rehab (East Gara TL 1st L) <input checked="" type="checkbox"/> BCI:68.50 | | | | | \$ 118,000 | | \$ 118,000 | | | | | | \$ 118,000 | \$ - | | |
| 104 | Culvert 2072 - Rehab (East Gara TL Orton) <input checked="" type="checkbox"/> BCI:69.68 | | | | | \$ 81,000 | | \$ 81,000 | | | | | | \$ 81,000 | \$ - | | |
| 105 | Bridges & Culverts - Totals by Year | \$ 762,000 | \$ 3,409,308 | \$ 1,085,171 | \$ 575,500 | \$ 1,376,328 | \$ 7,208,307 | \$ 327,442 | | | | | | \$ 6,880,865 | \$ - | | |
| 106 | ROADS DEPT- Totals by Year | \$ 2,365,988 | \$ 4,406,808 | \$ 3,161,710 | \$ 2,302,500 | \$ 3,123,628 | \$ 15,360,634 | \$ 1,863,176 | \$ 332,000 | \$ 444,100 | \$ 371,673 | | \$ 215,000 | \$ 10,520,365 | \$ 1,614,320 | | |

| ENVIRONMENTAL | | | | | | | | | | | | | | | |
|---------------|--|------------|------------|------------|------|------|------------|------------|------------|------------|------------|--|--|--|------------|
| 110 | Prepare Terms of Reference - Drinking Water EA | \$ 52,800 | | | | | | \$ - | | | | | | | \$ - |
| 111 | Prepare Terms of Reference - Waste Water EA | \$ 35,500 | | | | | | \$ - | | | | | | | \$ - |
| 112 | SSMP Environmental Assess. - Drinking Water | \$ 202,290 | \$ 202,290 | | | | | \$ 202,290 | | \$ 120,000 | \$ 82,290 | | | | \$ - |
| 113 | SSMP Environmental Assess. - Waste Water | \$ 200,000 | \$ 200,000 | \$ 200,000 | | | | \$ 400,000 | \$ 175,000 | | \$ 25,000 | | | | \$ 200,000 |
| 114 | Environmental - Totals by Year | \$ 402,290 | \$ 200,000 | \$ - | \$ - | \$ - | \$ 602,290 | \$ 175,000 | | \$ 120,000 | \$ 107,290 | | | | \$ 200,000 |

| RECREATION | | | | | | | | | | | | | | | |
|------------|------------------------------------|-----------|-----------|--|--|--|--|-----------|-----------|----------|--|--|--|--|-----------|
| 117 | Hillsburgh Community Centre | | | | | | | | | | | | | | |
| 118 | Evaporative Condenser | \$ 48,500 | | | | | | \$ 48,500 | | | | | | | \$ 48,500 |
| 119 | Millwork - Lobby & concessions | \$ 10,600 | | | | | | \$ 10,600 | | \$ 6,000 | | | | | \$ 4,600 |
| 120 | Paint exterior cladding | \$ 11,500 | | | | | | \$ 11,500 | | | | | | | \$ 11,500 |
| 121 | Accessibility renovations | \$ 11,200 | \$ 11,200 | | | | | \$ 22,400 | \$ 20,000 | | | | | | \$ 2,400 |

| Orange = project from Asset Management Plan Red = project from Development Charges Study | | 2015 Capital | | | | | | SOURCES OF FINANCE | | | | | | | |
|---|--------|---------------------|------------|------------|------------|------------|--------------|--------------------|-------------------------|----------------------------|------------------------|---------------------|----------------------|------------|-----------------|
| Project Description | BUDGET | 5 YEAR CAPITAL PLAN | | | | | | Grants | Trade-Ins, Donations | Reserves, Reserve Funds | Development Charges | New Capital Fees | Assessment Growth | Debt | Property Tax |
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | TOTAL | | | | | | | | |
| 122 Olympia - ice resurfacer | | | | \$ 87,000 | | | \$ 87,000 | | | | | | | | \$ 87,000 |
| 123 Lighting | | | | | \$ 19,000 | | \$ 19,000 | | | | | | | | \$ 19,000 |
| 124 Score clock replacement | | | | | | \$ 13,000 | \$ 13,000 | | | | | | | | \$ 13,000 |
| 125 Hillsburgh Community Centre - Totals by Year | | \$ 81,800 | \$ 11,200 | \$ 87,000 | \$ 19,000 | \$ 13,000 | \$ 212,000 | \$ 20,000 | | \$ 6,000 | | | | | \$ 186,000 |
| Erin Community Centre | | | | | | | | | | | | | | | |
| 128 Paint exterior & interior cladding | | \$ 10,400 | | | | | \$ 10,400 | | | | | | | | \$ 10,400 |
| 129 Hall - Chairs | | \$ 15,600 | | | | | \$ 15,600 | | | | | | | | \$ 15,600 |
| 130 HVAC - rooftop units | | | \$ 19,000 | | | | \$ 19,000 | | | | | | | | \$ 19,000 |
| 131 Compressor and 50 HP motor, no control panel | | | \$ 56,000 | | | | \$ 56,000 | | | | | | | | \$ 56,000 |
| 132 Brine pump and motor | | | | \$ 18,000 | | | \$ 18,000 | | | | | | | | \$ 18,000 |
| 133 Accessibility renovations | | | | \$ 10,000 | | | \$ 10,000 | \$ 10,000 | | | | | | | \$ - |
| 134 Flat roofing - original Community Centre | | | | | \$ 60,000 | | \$ 60,000 | | | | | | | | \$ 60,000 |
| 135 Floor scrubbers (1x ride, 1x push) | | | | | \$ 13,000 | | \$ 13,000 | | | | | | | | \$ 13,000 |
| 136 Arena floor slab, refrigeration piping | | | | | | \$ 850,000 | \$ 850,000 | | | | | \$ 75,000 | | \$ 775,000 | \$ - |
| 137 Erin Community Centre - Totals by Year | | \$ 26,000 | \$ 75,000 | \$ 28,000 | \$ 73,000 | \$ 850,000 | \$ 1,052,000 | \$ 10,000 | | | | \$ 75,000 | | \$ 775,000 | \$ 192,000 |
| Centre 2000 | | | | | | | | | | | | | | | |
| 140 Centre 2000 Sewage Agreement | | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | | \$ 80,000 | | | | | | | | \$ 80,000 |
| 141 Theatre - Replace roof | | \$ 120,000 | | | | | \$ 120,000 | | \$ 60,000 | | | | | | \$ 60,000 |
| Outdoor Recreation Fields | | | | | | | | | | | | | | | |
| 144 Playground equipment program | | \$ 160,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 200,000 | \$ 50,000 | | | | | | | \$ 150,000 |
| 145 Barbour Field - upgrade septic system | | \$ 95,000 | | | | | \$ 95,000 | | | | | | | | \$ 95,000 |
| 146 Pickup Truck - 3/4 ton, 4x4 | | \$ 59,000 | | | | | \$ 59,000 | | \$ 5,000 | | | | | | \$ 54,000 |
| 147 Parks and Recreation Master Plan | | | \$ 55,000 | | | | \$ 55,000 | | | | | | | | \$ 55,000 |
| 148 Sports Bleachers program | | | \$ 11,000 | \$ 11,000 | | \$ 11,000 | \$ 33,000 | | | | | | | | \$ 33,000 |
| 149 Rehabilitate garage - Victoria Park | | | \$ 25,000 | | | | \$ 25,000 | | | | | | | | \$ 25,000 |
| 150 Tractor compact - with loader & mower | | | \$ 24,750 | | | | \$ 24,750 | | | | | | | | \$ 24,750 |
| 151 Tractor sub-compact - with loader & mower | | | | \$ 18,350 | | | \$ 18,350 | | | | | | | | \$ 18,350 |
| 152 Sports Fencing program | | | | | \$ 27,000 | | \$ 27,000 | | | | | | | | \$ 27,000 |
| 153 Outdoor Recreation Fields - Totals by Year | | \$ 314,000 | \$ 125,750 | \$ 39,350 | \$ 37,000 | \$ 21,000 | \$ 537,100 | \$ 50,000 | \$ 5,000 | | | | | | \$ 482,100 |
| Ballinacorney Community Centre | | | | | | | | | | | | | | | |
| 156 Furnaces x 2 | | | \$ 15,500 | | | | \$ 15,500 | | | \$ 5,150 | | | | | \$ 10,350 |
| 157 Air conditioning | | | \$ 9,500 | | | | \$ 9,500 | | | \$ 3,200 | | | | | \$ 6,300 |
| 158 Replace lawn tractor and mower | | | \$ - | | | | \$ - | | | | | | | | \$ - |
| Tennis | | | | | | | | | | | | | | | |
| 161 Pergola - shade structure | | | \$ 10,000 | | | | \$ 10,000 | | \$ 10,000 | | | | | | \$ - |
| 162 Court lighting | | | | | | \$ 10,000 | \$ 10,000 | | \$ 10,000 | | | | | | \$ - |
| RECREATION DEPT- Totals by Year | | | | | | | | | | | | | | | |
| | | \$ 561,800 | \$ 321,950 | \$ 174,350 | \$ 149,000 | \$ 894,000 | \$ 2,101,100 | \$ 80,000 | \$ 85,000 | \$ 14,350 | \$ - | \$ 75,000 | \$ - | \$ 775,000 | \$ 1,071,750 |
| PLANNING | | | | | | | | | | | | | | | |
| 167 Official Plan update | | \$ 18,000 | | | | | \$ 18,000 | | | | \$ 8,100 | | | | \$ 9,900 |
| 168 Zoning By-law update | | \$ 18,000 | | | | | \$ 18,000 | | | | \$ 8,100 | | | | \$ 9,900 |

| Project Description | 2015 Capital BUDGET | 5 YEAR CAPITAL PLAN | | | | | | SOURCES OF FINANCE | | | | | | | | |
|--------------------------------------|---------------------|---------------------|-----------|------|-----------|------|-----------|--------------------|-----------|----------------------|-------------------------|---------------------|------------------|-------------------|-----------|--------------|
| | | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | TOTAL | Grants | Trade-Ins, Donations | Reserves, Reserve Funds | Development Charges | New Capital Fees | Assessment Growth | Debt | Property Tax |
| | | 169 Traffic Study | | | \$ 25,000 | | | | \$ 25,000 | | | | \$ 10,000 | | | |
| 170 Planning - Totals by Year | | \$ 36,000 | \$ 25,000 | \$ - | \$ - | \$ - | \$ 61,000 | \$ - | \$ - | \$ - | \$ 26,200 | \$ - | \$ - | \$ - | \$ 34,800 | |

| ECONOMIC DEVELOPMENT | | | | | | | | | | | | | | | | |
|----------------------|---|-----------|------------|------------|------------|------|--------------|------------|--|--|--|--|--|--|--|------------|
| 173 | Walking Trail | \$ 20,000 | \$ 40,000 | \$ 40,000 | | | \$ 100,000 | \$ 50,000 | | | | | | | | \$ 50,000 |
| 174 | Erin Rotary River Walk | \$ 66,300 | \$ 250,000 | \$ 250,000 | \$ 250,000 | | \$ 816,300 | \$ 816,300 | | | | | | | | \$ - |
| 175 | Crosswalk - Village of Erin (Loss of 6 - 8 parking spots) | | \$ - | | | | \$ - | | | | | | | | | \$ - |
| 176 | Development of Equine Trail Hub | | | \$ 210,000 | | | \$ 210,000 | \$ 105,000 | | | | | | | | \$ 105,000 |
| 177 | Economic Development - Totals by Year | \$ 86,300 | \$ 290,000 | \$ 500,000 | \$ 250,000 | \$ - | \$ 1,126,300 | \$ 971,300 | | | | | | | | \$ 155,000 |

| | | | | | | | | | | | | | | | |
|-----|-------------------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|------------|------------|------------|------------|------------|---------------|--------------|
| 179 | GRAND TOTAL > | \$ 4,048,878 | \$ 6,160,358 | \$ 4,434,360 | \$ 3,109,500 | \$ 4,246,628 | \$ 21,999,724 | \$ 3,099,476 | \$ 417,000 | \$ 705,987 | \$ 629,463 | \$ 180,000 | \$ 360,000 | \$ 12,112,365 | \$ 4,495,433 |
|-----|-------------------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|------------|------------|------------|------------|------------|---------------|--------------|

| | | Average per Annum | |
|-----|---------------------------------|-------------------|----------------|
| 182 | Total Capital Budget for 2015 > | \$ 3,757,637 | \$ 3,757,637 ✓ |
| 183 | Total for 2016 - 2020 > | \$ 21,999,724 | \$ 4,399,945 ✓ |



Staff Report

Report #: 2015-12

Date: December-1-15

Submitted By: **Sharon Marshall, Director of Finance**

Subject: APPROVAL OF ACCOUNTS- REVISED PROCESS

Recommendations:

Be it resolved that Council receives the Director's Report on "Approval of Accounts- Revised Process" for information;

And That Council supports the Director's recommendations.

And finally that the Clerk is directed to amend the Procedural By-law to reflect the changes to the "Accounts" procedure for the next regular meeting.

Background:

The procedures for authorizing and approving the payments of "accounts" at the Council table follows a long-established process. In 2005 these standard procedures were formalized with the adoption of the Procurement By-law #05-58. Section 17.8 of that By-law details the standard procedures for the receipt, processing, and payment of invoices. Under sections 17.5 to 17.7, the authorization of accounts is clearly identified as the responsibility of the Department Heads.

Councillor Sammut has expressed his concerns with respect to our process, particularly with the level of scrutiny that may be implied by Council's adoption of a resolution to "approve" the accounts. Although I suggest that our procedure whereby the actual invoices are presented at each Council meeting, and approved for payment by Resolution, is the most accountable and most transparent of all methods, I recognize that other processes are also acceptable.

I have drafted a new "Report" to be completed by the Deputy Treasurer and submitted to Council under the "Report" section of the regular meetings Agenda. The Deputy Treasurer will continue to process the accounts payables as outlined in the Procurement By-law. She will continue to review each invoice to assure that the department head, or his designate, has initialed each to authorize payment, and that the account coding is appropriate. The Deputy

Treasurer's Report will specify the payable amounts. **Council will be asked to pass a Resolution simply "receiving" the Deputy Treasurer's Report regarding Approval of Accounts.**

Financial Impact:

N/A

Consultation:

In response to a request from a Councillor, I reviewed the Town's Procurement By-law #05-58. I also surveyed the procedures used in the other 6 municipalities in Wellington County.

Results: Of the responses, all municipalities follow 'similar' processes within a range of Council involvement including: Council 'approval' by Resolution and staff report; no Council resolution; staff report with recommendation to pay accounts as listed and Council motion to 'receive' report.

Communications Plan:

Agendas will include a staff Report listing cheques and disbursement totals along with a recommendation to pay accounts.

Conclusion:

Department Heads will continue to be responsible for the authorization of accounts within the Budget limits and following the requirements of the Procurement By-law. Commencing with the payment of the accounts on December 1st, Council will be asked to consider a Resolution to receive the Deputy Treasurer's Report whereby she lists each cheque disbursement listing and recommends payment.

Appendices:

Deputy Treasurer's "Approval of Accounts" Report - DRAFT



Staff Report

Report #: 2015-12A **DRAFT ONLY**

Date: December 1, 2015

Submitted By: **Gail Broadfield, Deputy Treasurer**

Subject: Approval of Accounts

Recommendations:

Be it resolved that Council receives the Deputy Treasurer's Report #2015-12A 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 | #1040 | \$ 57,251.61 |
| Manual Cheque Listing | # | |
| Online Internet Payments | #1038 | \$ 601.50 |
| | #1039 | \$ 3,440.57 |
| Total | | <u>\$ 61,293.68</u> |

Conclusion:

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

Appendices:

N/A

Minutes of Meeting

Monday, September 21, 2015, 7:35 p.m.

Council Chambers

1. Meeting called to order by Chairperson Jamie Cheyne. Present: Margaret Barnstaple, Jeff Duncan, John Gainor, Donna Revell and Bob Wilson. Regrets: Paul Lewis. Donna Revell is now officially approved by Council as a new member. Phil Gravelle attended to provide input on several items.

2. Declaration of Pecuniary Interest. None.

3. Approval of Minutes. Moved by Jeff Duncan and seconded by Bob Wilson to approve the minutes of July 20, August 27 and September 14, 2015. Carried.

4. Delegations

4.1 63A Trafalgar Road Demolition Request. Dwayne Wilson, son-in-law of Manuel Tavares, owner of the property attended. Council and the TEHC had previously requested that the house be secured against vandalism and the leaking roof, which it was. Both Messrs. Wilson and Tavares had met with Jamie and Jeff on September 19, 2015 to discuss options for the old Nodwell farmhouse and surrounding property for which a plan of subdivision had previously been submitted. Jeff and Jamie had written an 11 point draft resolution to bring to this meeting which would avoid demolition. We reviewed it point by point. Moved by Bob and seconded by Donna that the resolution be brought to the Council meeting on October 6th, 1 p.m. Carried. (see Appendix A)

4.2 5746 Trafalgar Road Demolition Request. Kelly Gluck and Doug Freegan attended. Packages were distributed with quite a detailed history, investigation, and 20 photographs. House cannot be seen from the road. The 12' x 12' crawl space is filled with water and appears to be the old cistern. The 1928 survey does not show a building. Wetlands make up all but the current building envelope on the site. If demolition is approved, they plan to salvage the original windows and stone fireplace. Moved by Jamie and seconded by Bob that the Town of Erin Heritage Committee has no issue with the demolition application due to extensive degradation and mold in the building. Carried.

5. Business arising from minutes

5.1 Stanley Park Arch. First, Jeff will check with Kathryn about the transfer status.

Second, a heritage report or mini study on Stanley Park needs to be completed to do a 'friendly' designation, possibly with a university landscape program. The golf course to the north including 4 cabins was part of the original park. There was a big footprint culturally and historically. Jeff, Phil and Jamie will check to see who was involved at the University of Guelph when input was requested for the Solmar development and contact a faculty member at the University.

5.2 Heritage Trail Brochure. Phil presented nice proofs from the County Planning Department. We will review with the Economic Development Officer whose budget is paying for the publication.

5.3 WW1 info evening. Phil has 50 photos and a possibility of 20 more for an AV presentation. Doug Kirkwood has reviewed old local newspapers and has 109 pages of information. Phil plans to present an overview of society and population at the time. Setup time is 5:30 in the Council Chambers with doors open at 6:30. Phil's presentation will commence at 7:30. Members as well as anyone in the public are invited to bring in interesting items from the time. Further plans to be discussed at our regular October 19th meeting.

6.1 Correspondence

6.1 Wellington County Historical Society. Jamie emailed their current newsletter and highlighted a walking tour of Rockwood on Saturday, September 26th at 2:30 p.m. Donna had made the poster!

7. Other Items - Jamie had investigated several interesting old photos from Wellington County Archives for possible inclusion in the monthly item in The Advocate, including the 1950 flood in Hillsburgh.

8. Adjourned at 9:40. Next meeting Monday, October 19, 2015 at 7:30 in the Council Chambers.

Minutes of Meeting

Monday, October 19, 2015, 7:35 p.m.

Council Chambers

1. Meeting called to order by Chairperson Jamie Cheyne. Present: Margaret Barnstaple, and Jeff Duñican. Regrets: John Gainor, Paul Lewis, Donna Revell and Bob Wilson. Phil Gravelle attended to provide input on several items.

2. Declaration of Pecuniary Interest. None.

3. Approval of Minutes of September 21, 2015. Postponed until November meeting.

4. Business Arising from Minutes

4.1 Stanley Park Arch. It is now owned 100% by the Town of Erin. We can start with the designation which involves investigation and writing of a heritage report. Jeff has made contact with the people who wrote the Solmar report at Guelph University and they have offered to do this in the winter semester. They will be paid for expenses.

4.2 Erin Trail Brochure. The County has approved this brochure as well as the BIA. Jeff contacted the people whose houses are mentioned in the brochure who were all very supportive. The brochure will be presented to Council with Paul Pegley from County, Ivan Gray and Phil Gravelle on the first afternoon meeting in November. Prices were obtained from Minuteman Press in Orangeville. 1000 copies 11 x 14 will cost \$480 on 28 lb paper. Jay Mowat could do a walk-around for the radio.

4.3 63A Trafalgar Road Nodwell House. Motion from September meeting that the resolution be brought to Council happened on October 6th. Council will now ask Wellington County to give them a report, taking into account the 2004 heritage report. Jeff met with Gary Cousins, Planning Director. Jeff found several things on the internet, including the Nodwell family tree and family history back to 1864 and Shades of the Past by Frances Grey Currie.

4.4 WW1 info evening. Phil has 50 photos and a possibility of 20 more for an A/V presentation. Doug Kirkwood has reviewed old local newspapers and has 109 pages of information. Phil presented an overview of society and population at the time. Setup time is 5:30 in the Council Chambers with doors open at 6:30. Phil's presentation will commence at 7:30. Members as well as anyone in the public are invited to bring in interesting items from the time. Jeff has printed off a lots of posters and distributed them

in a long list of places, as well as on the Town website. Margaret is in charge of refreshments.

4.5 Inventory - postponed until November meeting.

5.0 New Business.

Monthly Newspaper Articles. October is the ad for the World War One evening. November and December may possibly be information on a previous cenotaph or memorials, seasonal advertisements or old school houses.

6.1 Correspondence - none

7. Town of Erin - Accessibility Training module AODA. Jamie distributed info on this.

8. Adjourned at 9:30. Next meeting Monday, November 16, 2015 at 7:30 in the Council Chambers

TOWN OF ERIN HERITAGE COMMITTEE

RESOLUTION

Resolution # _____

Date: Nov 16/15

Moved by: Jamie Cheyne

Seconded by: Bob Wilson -

BE IT RESOLVED THAT THE TOWN OF ERIN HERITAGE
COMMITTEE HAS NO ISSUE WITH THE PARTIAL
DEMOLITION OF 5498 5TH LINE ERIN. COMPRISING
OF FRONT LOB STRUCTURE AND ATTACHED SUMMER
KITCHEN

CARRIED


Chair, Jamie Cheyne

**Let's Get Hillsburgh Growing Committee
Meeting
Thursday October 15, 2015**

Members Present: Jackie Turbitt, Lloyd Turbitt, Jeff Duncan, Ruth Maddock, Grace Lush (via internet)

Regrets: Elizabeth MacInnis, Liz Ewasick, Donna Revell.

Guest: Raissa Sauve

1) Minutes:

Motion: 1-10-2015: LGHG Minutes

Moved by Grace and seconded by Jackie: That the minutes of the LGHG Committee meeting of September 17th, 2015 be adopted as circulated. Carried

2) Accounts

Motion: 2-10-2015: Accounts

Moved by Grace and seconded by Ruth: That accounts in the amount of \$664.79 (list attached) be paid. Carried.

These are Advertising and games for Fun Day, miscellaneous expenses and costs for posts etc. for the new Entrance Signs. Jackie will check with Sharon to make sure MacKinnon's bill is not paid twice as they have already submitted the bill to the Town's General Account.

3) Donation from the Firefighters.

We received a cheque from the Hillsburgh Firefighters Association of \$250.00 to be used for the new Entrance

Signs. Jackie will send a thank you

4) Fall Decorating Kits

There were 54 kits sold this year. We haven't yet received an invoice for the cornstalks, and will wait to see if John is going to send one. We're pleased with this project and hope to not only continue with it, but perhaps expand sales.

We'll have to remember we may be looking at different storage areas and venues next year.

5) Scarecrow Contest

Posters have been put up, and though there are lots of homes with decorations, not many have phoned to be entered in the contest. We'll look at better advertising next year. We agreed to have a third category via an email vote to have a "group" category where more than one family help put up the display.

6) New Hillsburgh Signs

Lloyd, Jeff and Scott Rae installed the two new signs. Lloyd will arrange for the photo op with the Mayor and Martin Rudd, with him and Jackie representing LGHG. The south end was wet and needed special cement. Comments from the public have all been very positive. Thanks to the Town staff who cleaned up the areas surrounding the signs.

Lloyd got a quote from Mr. Lasko about doing the signs for the service clubs. The estimate was noticeably higher than the reduction in our costs when we asked to have those signs removed from a sample before we chose the final design and seemed to be too high for the clubs to proceed with.

Jeff liked a sign in Orangeville, with the service clubs on a wire frame. We'll ask which clubs would like to participate by supplying two new signs of approximately the same size, with our group coordinating and putting the actual signs up for them. Possible groups could be the Hillsburgh Lions, the Optimists, the Rotary, Erin Fair Board, the Legion and LGHG.

Action needed: Jackie & Lloyd will draft a letter to be sent to the service groups in the community offering them the opportunity to have their sign placed on the new entrance signs and advising them of our requirements regarding their signs.

7) Historical banners on the Tack Shop & the Arena

These banners are very badly faded. The committee will consider replacing them at a future date.

Action needed: Despite several attempts, Jeff hasn't yet been able to contact the owner of the Tack Shop requesting that the banner be taken down.

Action needed: Terry at the Arena will have the remaining signs removed. We'll ask him to roll them up and see if it's feasible to auction them next year at Spirit of the Hills, depending on their condition.

8) Historical Park

Plant inventory: Heidi Duncan has created a list of the plants in the park.

Action needed: A meeting with Heidi to review the plant list and discuss an action plan for the park's gardens.

Wooden structure in the park: Discussion occurred about repairs to the structure. Raissa raised the question of possible grants from United Way for Health and Safety repairs.

Action needed: Lloyd talked informally with some of the Hillsburgh Lions Club but didn't invite them to a meeting yet. They will need time to discuss this themselves before they talk with us. Lloyd will ask them if they've considered asking for the grant money mentioned above.

9) Canada Day 2017 – Town of Erin Canada Day Committee

The steering committee for this celebration has yet to be set, but Lloyd was told there was no need to formally respond to the information letter sent.

10) Metal laser-cut signs:

Lloyd took one of the yellow signs to Steve Robson at Brodie Ltd. Steve was not surprised that the paint was failing and hadn't expected it to last much more than five or so years. He did offer to look at the possibility of having the ones needing repainting sanded down by machine and then repainted. No time line was offered.

Lloyd and Jeff suggested that we spray them ourselves with Tremclad paint. We would budget to replace perhaps ten a year.

In the future we may wish to order just the unpainted signs and paint them ourselves as well.

11) Other Business & Round Table

A) Garbage containers:

Since these containers are not being used as intended and always seem to be full to overflowing, we'll move the one left on the street across to the Parkette, as a trial anyway. Lloyd and Jeff will move it.

B) LGHG members:

Jeff assured us that we are on the committee for the term of Council and members can be added or retire at any time during that period. Donna Muir has retired from the Committee and Raissa wishes to join us.

Motion: 3-10-2015 Change in LGHG Committee

Moved by Ruth, seconded by Jackie: that Raissa Sauve be added to the LGHG committee and Donna Muir's name be removed.

Action needed: Jackie to send notice of this motion to the Town Clerk.

We're very, very pleased to have Raissa join us.

C) Publicity for LGHG

Raissa suggested we use social media more than we have been and that a Facebook page would be a good way of notifying people of our activities. She volunteered to set one up for us. She also asked if we could have a good supply of our brochures available so they could be handed out at events such as the Decorating Kits, or door to door, any time we're in contact with the public. She was given one of our brochures with a copy of the logo.

Action needed: Jackie will find out from Donna how many are in hand, where they are and get some to Raissa. Lloyd thinks he has a copy of the logo and will send it to her by email.

D) Budget

Jeff told us we need to have our budget submitted as soon as possible, so our next meeting will be primarily for the budget. Some possible programs suggested: new benches, replacing the banners on the arena, seasonal decorations to replace the present wreaths (something that can be left up for some months in the winter), solar lights on the new Welcome signs, paying someone to keep the downtown area tidy (weeding, litter etc.) for 5 or 6 months, repainting of the metal signs, planting in the parkette, repair of the centre structure in the parkette, printing of flyers(Jeff will get cost estimate). We'll need to research the cost of each suggestion and also ways to raise the funds.

Action needed: Jackie to have a trial balance for everyone. All members to be prepared to discuss the budget items.

D) Tree lighting

We need to find out the date for the Santa visit and tree lighting in the parkette.

Thursday October 29 the TEHC is holding a WWI presentation. At 6:30, people are invited to bring and share memorabilia from that time period. At 7:30pm, Phil Gravelle will give a short presentation about what life was like in Erin during WWI.

**Next Meeting:
Thursday November 19th
7pm
Town of Erin Municipal Office
5684 Trafalgar Rd.**

Activity List 2015

| Description of Request | Person Responsible | Date Directed | Suggested Completion | Status |
|---|-------------------------------------|---------------|----------------------|---------------------------------|
| Open Items | | | | |
| Fill By-law | CAO | 2014 | 19-May-15 | 70% |
| Set dates for Special Meetings - strategic initiatives | Council | 3-Feb-15 | ongoing | as scheduled |
| Centre 2000 Shared Use Agreement | CAO | | 31-Dec-15 | |
| Alcohol Risk Policy - update | CAO/Facility Manager | 19-May-15 | 2016 | |
| Mayor and Reeves Wall of Recognition | TEHC | 2-Jun-15 | 2016 | 75% |
| Station 50 - Update Emergency Plan | Fire Chief/County Emergency Manager | 2-Jun-15 | Q4 | |
| Wastewater EA Terms of Reference | Triton Engineering | 2-Jun-15 | Fall 2015 | LOI sent |
| GMF Application for wastewater class EA feasibility study - submission and results | Triton Engineering | 2-Jun-15 | n/a | 50% (application submitted) |
| Determine the best option for updating the Official Plan | Council | 13-Jul-15 | Fall 2015 | |
| Outstanding Operational Review Item - Fire Department Review | CAO | 1-Sep-15 | Q4 | |
| Organizational and Compensation Review | CAO | | Q4 | consultant selected |
| Operational Plan - Finalizing 4 year objectives | CAO | | Q1 2016 | |
| Report on actions/options required to implement a Community Safety Zone By-law | New Director of Operations/County | 1-Sep-15 | Q1 2016 | |
| Quarterly Major Project Updates | CAO | 1-Sep-15 | Each Quarter | |
| Research on status of field inspections -examination of dams | Emergency Manager - Linda Dickson | 16-Jun-15 | | awaiting response from Ministry |
| List of types of desired businesses | New EDO | 15-Sep-15 | | |
| Stanley Park Arch and Gates - formal designation | TEHC | 20-Jan-15 | 31-Dec-15 | |
| Full time By-law Officer Report | CBO | 6-Oct-15 | Jan 2016 | |
| Circulate County BMA study | Director of Finance | 20-Oct-15 | when available | |
| Review possible user options for old public school property | New EDO | 20-Oct-15 | | |
| Report - 5 year on range of possible tax implications - increase based on CPI and current AMP | Director of Finance | 3-Nov-15 | Jan 2016 | |
| Schedule meeting to review strategies to address current economic challenges | EDO | 3-Nov-15 | | |
| Report on potential amendments to the sign by-law | By-law | 17-Nov-15 | Q1 2016 | |
| | | | | |

Activity List 2015

| Description of Request | Person Responsible | Date Directed | Suggested Completion | Status |
|---|----------------------------------|---------------|----------------------|--------|
| Completed Items | | | | |
| Report on cost and practicality of implementing a ban on the sale of bottled water in Town owned Facilities | Facilities Manager | 16-Dec-14 | 3-Feb-15 | 100% |
| Economic Development Committee | Economic Development Coordinator | 16-Dec-14 | 3-Feb | 100% |
| Establish Ad Hoc Committee - Grant Requests | Director of Finance/CAO | 3-Feb-15 | 17-Feb | 100% |
| Report - Procedural By-law changes | Clerk | 3-Feb-15 | 3-Mar | 100% |
| Provide comments to Halton Region regarding 4th Line Well Field Expansion by March 9 | Water Superintendent | 17-Feb-15 | 9-Mar | 100% |
| Provide comments to the Ministry of Transportation, Ontario Good Roads Association and Association of Municipalities of Ontario opposing any amendment to default speed limits. | Roads Superintendent | 17-Feb-15 | 27-Feb | 100% |
| Integrity Commissioner - implications of rescinding Code of Ethics | CAO/Integrity Commissioner | 3-Feb-15 | 7-Apr-15 | 100% |
| Celebrate Erin | Committee | 16-Dec-14 | 18-Apr-15 | 100% |
| Procedural By-law change | Clerk | 21-Apr-15 | 5-May-15 | 100% |
| Ice Storm Assistance Grant Agreement By-law | Clerk | 21-Apr-15 | 5-May-15 | 100% |
| Report on Waterford Drive with recommendations | Road Superintendent | 21-Apr-15 | 5-May-15 | 100% |
| Victoria Park - Concession booth work/rent | Facilities Manager | 7-Apr-15 | 19-May-15 | 100% |
| Operational Review Report to Council | Consultant | | 23-Jun-15 | 100% |
| Glendevon Reservoir - Report - Update on status and cost of repairs | Interim Water Superintendent | 2-Jun-15 | 16-Jun | 100% |
| Sideroad 10 unopened road allowance - possible closure of portion | CAO | 20-Jan-15 | n/a | 100% |
| Stanley Park Arch - ownership | CAO/Heritage Committee | 20-Jan-15 | 31-Dec-15 | 100% |
| Technical Meeting to discuss issues related to how the land use planning and EA should proceed | Triton Engineering | 13-Jul-15 | 22-Sep-15 | 100% |
| Community Support Policy and Application - Report | Director of Finance | n/a | 20-Oct | 100% |
| Report on flying sports flags | Clerk | 6-Oct-15 | 20-Oct | 100% |
| Solar - Leasing option report | Financial Analyst | 6-Oct-15 | 20-Oct | 100% |

Activity List 2015

| Description of Request | Person Responsible | Date Directed | Suggested Completion | Status |
|---|--------------------------------------|---------------|--------------------------------|--------|
| Review property options with Suncor | New EDO | 15-Sep-15 | business operating at location | n/a |
| Delivery of Final Momentum:Town of Erin 2015-2018 Economic Development Action Plan to Council | Economic Development Coordinator | 1-Dec-14 | 3-Nov | 100% |
| Planning Report - 63A Trafalgar/TEHC Resolution | Planning Department | 6-Oct-15 | 3-Nov | 100% |
| Review of Committees of Council | CAO/Economic Development Coordinator | 3-Feb-15 | 31-Dec-15 | 100% |
| Operational Review Recommendations - Implementation Plan | CAO | June | Fall 2015 | 100% |



Rethink your relationship with tires

November 16, 2015

Kathryn Ironmonger
 CAO/Town Manager
 Town of Erin
 5684 Trafalgar Rd., RR #2
 Hillsburgh, ON N0B 1Z0

Dear Ms. Ironmonger,

Thank you for your funding application to the Ontario Tire Stewardship's **Community Renewal Fund**. I am pleased to inform you that, upon review of your submission, we find it meets the requirements of the program and your request for project funding has been approved.

Eligible projects can receive grants of up to \$50,000 as follows:

- 50% of the rubber product cost for manufactured products such as patio tiles, sidewalks, playground tiles, athletic surfacing, roof shingles, flooring underlayment or our-in-place rubber surfacing
- 25% of the cost of recycled rubber for granular products such as rubber mulch or crumb rubber infill
- Up to \$5000 to help offset the cost of delivery and installation of the products

Project: Lions Park

Based on the program's funding model, your project is eligible to receive a grant of \$8,705.00 (calculated at 25% of \$14,820.00, your project's cost of rubber products + \$5,000.00 to cover delivery and installation charges).

Funding Agreement

Funding will be provided in two installments. Half (50%) of your funding will be provided upon start of the project and establishment of OTS signage (to be provided by OTS) at the project site. Signage must remain in place for the duration of the project build-out and for a minimum of 3 months after the project's completion.

The balance will be paid upon completion of the product installation (upon receipt of a copy of the final invoice from the recycled product manufacturer), plus proof of installation in the form of photo(s). OTS reserves the right to inspect the product installation before the final funding installment is paid. **Note:** the project must be completed within **12 months** of receipt of this letter to be eligible for final payment.

Please contact me at chawkins@rethinktires.ca, using the subject line **OTS Community Renewal Fund** when you are about to begin your renewal project, to make arrangements to receive signage and the first installment of your funding.

Thank you for choosing products made from recycled rubber and helping OTS achieve its mission of getting 100% of Ontario's tires efficiently and responsibly recycled into new products, leading to more livable communities and a growing green economy in Ontario.

Sincerely,

Claudia Hawkins
 Ontario Tire Stewardship
 Director of Programs and Education

Ministry of Finance

Office of the Minister
7th Floor
Frost Building South
7 Queen's Park Cr
Toronto ON M7A 1Y7
Tel (416) 325-0400
Fax (416) 325-0374
www.fin.gov.on.ca

**Ministry of
Municipal Affairs and Housing**

Office of the Minister
17th Floor
777 Bay Street
Toronto, ON M5G 2E5
Tel (416) 585-7000
Fax (416) 585-6470
www.mah.gov.on.ca

cc - Director of Finance 82



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NOV 20 2015

TOWN OF ERIN

November 17, 2015

Dear Head of Council:

We are writing to announce the release of the Ontario Municipal Partnership Fund (OMPF) program allocations for 2016.

In 2016, the Province will provide a total of \$505 million in unconditional funding through the OMPF to 388 municipalities across the province. This funding, combined with the municipal benefit resulting from the provincial uploads, will total more than \$2.3 billion in 2016. This is nearly four times the level of funding provided in 2004.

As you know, 2016 is the final year of the phase-down of the OMPF program that was announced in 2012, and was part of our 2008 upload agreement with the Association of Municipalities of Ontario (AMO) and other municipalities. The redesigned program, introduced in 2014, supports municipalities with limited property assessment; recognizes the unique challenges of northern and rural municipalities; and better targets funding to northern and rural municipalities with more challenging fiscal circumstances.

Over the past year, the Province has continued to consult with AMO and other municipal representatives to further refine the design of the OMPF to ensure that the program meets the long-term priorities of municipalities. The 2016 OMPF reflects the core objectives of the redesigned program, while balancing the range of views expressed by municipalities through this year's consultations.

As announced in the 2015 Ontario Budget, to further support northern municipalities, the Northern Communities grant component of the OMPF will be enhanced to \$84 million in 2016, increasing the total 2016 OMPF to \$505 million rather than the \$500 million previously planned for 2016.

The 2016 program will further target funding to northern and rural municipalities with more challenging fiscal circumstances by increasing the Northern and Rural Fiscal Circumstances Grant to \$67 million from \$55 million in 2015.

Also beginning in 2016, the Rural Communities Grant, which continues to support rural farming communities, will be enhanced to \$143 million. This funding increase will be targeted to municipalities with the highest levels of farm land, in recognition of their unique challenges.

.../cont'd

- 2 -

Through the consultation process, we have heard that ensuring a manageable transition to the redesigned program continues to be an important focus for many municipalities. In response to this feedback, the 2016 minimum funding guarantees for municipalities in southern Ontario will be increased to at least 85 per cent of their 2015 OMPF allocation. Northern municipalities will continue to receive at least 90 per cent of their 2015 OMPF allocation. These minimum levels of support will be further enhanced up to 100 per cent for municipalities with more challenging fiscal circumstances.

The Ministry of Finance's (MOF) Provincial-Local Finance Division will be providing your municipal Treasurers and Clerk-Treasurers with further details on the 2016 OMPF. This information and other supporting materials will be posted in both English and French on the MOF website: <http://www.fin.gov.on.ca/en/budget/ompf/2016>

We are also pleased to continue our commitment to the phased upload of Ontario Works (OW) benefit and court security and prisoner transportation costs. This builds on the Province's previous uploads of Ontario Drug Benefits (ODB) and Ontario Disability Support Program (ODSP).

As a result of the uploads, municipalities will benefit from more than \$1.8 billion in reduced costs in 2016 alone. Combined with the OMPF, this is the equivalent of 13 per cent of municipal property tax revenue in the province.

Despite the phase-down of the OMPF, our commitment to the provincial uploads means that overall support to municipalities will continue to increase, with the provincial uploads more than offsetting the reduction to the program.

Our government has a very strong record of supporting and working with municipalities. In 2016, municipalities will benefit from more than \$3.8 billion in ongoing support through the OMPF, provincial uploads, and other provincial initiatives – an increase of \$2.7 billion from the level provided in 2003.

Our significant investments in municipal infrastructure are supporting communities across Ontario.

Ontario is making the largest infrastructure investment in Ontario's history with more than \$130 billion over ten years. These investments will benefit municipalities across the province, whether it's a new school, repairs to provincial highways or funding to help a municipality make critical repairs to a local bridge.

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- 3 -

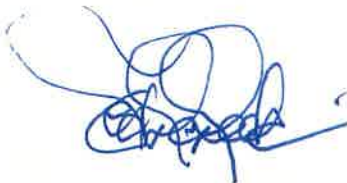
Included in this plan is Moving Ontario Forward – the Province’s plan to invest \$31.5 billion in transit, transportation and other priority infrastructure across Ontario 10 years. As part of Moving Ontario Forward, the permanent \$100 million per year Ontario Community Infrastructure Fund (OCIF) is supporting the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities. Also included as part of this plan is the \$15 million annual investment for the new Connecting Links program beginning in 2016.

We look forward to continuing to work with our municipal partners to ensure the design of the OMPF continues to reflect the long-term priorities of municipalities.

Sincerely,



Charles Sousa
Minister
Ministry of Finance



Ted McMeekin
Minister
Ministry of Municipal Affairs and Housing

**Ministry of Citizenship,
Immigration and International
Trade**

Minister
6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 325-6200
Fax: (416) 325-6195

**Ministère des Affaires civiles,
de l'Immigration et du Commerce
international**

Ministre
6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 325-6200
Télééc.: (416) 325-6195



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NOV 17 2015

TOWN OF ERIN

November, 2015

Dear Friends:

I am pleased to invite you to participate in two of Ontario's volunteer recognition programs for 2016.

The Ontario government recognizes volunteers from all sectors through the following programs:

The Ontario Medal for Young Volunteers - presented to young volunteers between the ages of 15 and 24 for their actions and dedication to improve the quality of life in their communities and beyond.

Deadline for nominations is **January 15**

The Ontario Volunteer Service Awards - in recognition of continuous years of service to a single community organization.

Deadline for nominations is **January 25**

Here is what you need to do to submit a nomination:

- a) Visit ontario.ca/honoursandawards;
- b) Click on the icon for the specific award program for which you wish to submit a nomination;
- c) Download the appropriate PDF form;
- d) Read the eligibility criteria and instructions carefully; and
- e) Fill out the form and submit it on or before the deadline date.

Instructions for submitting your package can be found on the website.

If you have any questions please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391.

Thank you for participating.

Yours truly,


Michael Chan
Minister



LEGISLATIVE ASSEMBLY OF ONTARIO

PLEASE REPLY TO:
 TED ARNOTT, MPP
 181 ST. ANDREW STREET EAST
 2nd FLOOR
 FERGUS, ONTARIO
 N1M 1P9
 TEL. (519) 787-5247
 TOLL FREE: 1-800-265-2366
 E-Mail: ted.arnottco@pc.ola.org

Wellington-Halton Hills Provincial Riding Office
 Fergus, Ontario

November 10, 2015

The Hon. Bill Mauro
 Minister of Natural Resources and Forestry
 Suite 6630, 6th Floor, Whitney Block
 99 Wellesley St. W
 Toronto, Ontario
 M7A 1W3

RECEIVED
NOV 16 2015
TOWN OF ERIN

Dear Minister:

I am writing to bring to your attention a letter sent to your Ministry by Town of Erin Mayor Allan Alls. A copy of the Mayor's letter is enclosed.

Mayor Alls' letter is detailed and self-explanatory, and outlines the Town of Erin's comments with respect to the Conservation Authorities Act Review.

Mayor Alls and the Town of Erin Council do outstanding work representing the residents of Erin and I hope that their comments will be taken into account.

Thank you once again for your consideration of this matter.

Sincerely,

Ted Arnott, MPP
 Wellington-Halton Hills

TA:dr

Encl:

Cc: Mayor Allan Alls, Town of Erin

TOWN OF ERIN

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

**Office of the Mayor**

Telephone: (519) 855-4407 ext. 232
 Fax: (519) 855-4821
 E-mail: council@erin.ca

October 14, 2015

mnrwaterpolicy@ontario.ca

Dear Sirs,

Re: EBR Registry # 012-4509 re: Conservation Authorities Act Review

Please note the following CA Review document notes as discussed by Council at the October 6th meeting:

Question 6.1

In your view, how well is the current governance model as provided in the Conservation Authorities Act working?

A) *What aspects of the current governance model are working well?*

Current governance is working well. As municipalities are far and away the biggest funders it is only right that they determine the membership of CA Boards.

B) *What aspects of the current governance model are in need of improvement?*

The accountability factor needs to be addressed. Although municipalities are footing the bill there appears to be little or no accountability to them except where there is one extremely large funder which outweighs all the other partners, (eg. Credit Valley CA where Region of Peel dominates with 92%). As the dominant funder such a municipality should have a dominant say, but it does give a semblance of blurring the line between acting on behalf of the watershed and acting on behalf of the dominant partner. Enhanced and dependable funding from the province to cover everyday operations would help this situation.

C) *In terms of governance, what should be expected of:*

The Board and its members?

The Board needs to act on behalf of the CA's environmental responsibilities. However, board members also need to be representing their respective municipalities as well. On occasion those responsibilities will conflict to some extent and board members need to work that out satisfactorily to themselves and the municipalities.

The general manager or chief administrative officer?

The CAO needs to manage the operations side of the CA and to represent the environmental science and needs, while being sensitive to the municipal needs. An agency that is seen to be constantly at odds with municipal needs, while being majorly funded by those municipalities is on a track to no good end. The CAO needs to find a way to respond to the increasingly legitimate question from municipalities, which is "Why are we paying you to cause us grief?"

Municipalities?

Municipalities need to accept that the regulatory role operates for the greater benefit of all.

The Ministry of Natural Resources and Forestry and other provincial ministries?

MNR&F and other provincial ministries need to step up to the plate and restore the funding model that CAs started with. The province, as a whole, needs to show that it values CAs and understands that CAs should be the centre point of a provincial "Green" strategy and in the forefront of advising municipalities on how to deal with climate change.

There needs to be a true sharing of oversight and an understanding of what is important between the province and municipalities. If municipalities were to turn off the funding tap tomorrow what would happen?

If CAs ceased to operate it would be disastrous for all of us. If, on the other hand, the province simply applied their power and forced the continued funding without addressing legitimate concerns then there truly is no sharing of oversight or importance and we're looking at just another provincial tax.

Question 6.2

In your view, how are the programs and services delivered by conservation authorities best financed?

- A. How well are the existing funding mechanisms outlined within the Act working?***
- B. What changes to existing funding mechanisms would you like to see if any?***
- C. Which funding mechanism, or combination of funding mechanisms, are best able to support the long term sustainability of conservation authorities?***
- D. Are there other revenue generations tools that should be considered?***

The current funding mechanism is broken and no longer sustainable without force. Municipalities are on the verge of revolt at the ever increasing financial burden CAs have become. Whereas CAs were once deemed to be the champions of the environment and a positive emblem of what responsible municipal partnerships could accomplish, they are increasingly being viewed as an expensive obstruction to municipal planning efforts. It is absolutely necessary that the province step forward and show that it values CAs enough to fund them properly. As things stand they are fast becoming a municipal burden without any accountability.

Question 6.3

In your view, what should be the role of conservation authorities in Ontario?

- a. What resource management programs and activities may be best delivered at the watershed scale?**
- b. Are current roles and responsibilities authorized by the Conservation Authorities Act appropriate? Why or why not? What changes, if any, would you like to see?**
- c. How may the impacts of climate change affect the programs and activities delivered by conservation authorities? Are conservation authorities equipped to deal with these effects?**
- d. Is the variability in conservation authorities' capacity and resourcing to offer a range of programs and services a concern? Should there be a standard program for all authorities to deliver? Why or why not?**
- e. What are some of the challenges facing conservation authorities in balancing their various roles and responsibilities? Are there tools or other changes that would help with this?**

- f. **Are there opportunities to improve consistency in service standards, timelines and fee structures? What are the means by which consistency can be improved? What are some of the challenges in achieving greater consistency in these areas?**

Municipal site alteration by-laws currently have no authority over lands where a CA has jurisdiction. The best solution to the many problems municipalities are experiencing with so called "fill operations" is for the province to exert control over them and to provide proper enforcement which is beyond the financial reach of most smaller rural municipalities. In the meantime however, an initial step would be to have CAs become a commenting agency just as they are for other planning and building projects. The CA's role is and should be the protection of the environment. But the CA's mandate has no responsibility for noise and dust nuisances to neighbouring properties or for damage to rural roads. Let the CA exercise its proper control over the environmental aspects of any such project, but let the municipality exercise proper control over the other aspects. Make any permitting role of the CA dependent upon the applicant applying for and receiving a municipal site alteration permit, just as it is for building permits etc.

Please do not hesitate to contact me should you have any questions regarding Town of Erin Council comments as submitted.

Yours truly,



Allan Ails, Mayor

AA/cc

Cc: Council

Hello Allan and Pierre:

As per discussions at the November 17, 2015 Council Meeting with respect to two issues involving County Roads just outside of the urban sections under control of the Town of Erin please use this letter to undertake discussions with the County on the two matters below.

1a) The need to install several steep grade notice signs on the southbound lane of Trafalgar Road at the north end of the village of Hillsburgh. None currently exist (I believe years ago signs were in place). The steep hill into Hillsburgh comes up on drivers driving southbound very quickly due to the flat topography just before this major hill. The concern is especially with large trucks and being a gravel haul route this request I believe is warranted.

1b) A permanent speed activated lighted sign (flashes you your speed) would be very beneficial as well on the southbound lane of Trafalgar Road as you are in the middle of the hill coming into the village Hillsburgh. In this area on the hill there are numerous east-west local side streets that intersect with Trafalgar Road. Similar activated speed signs have been in place for years in the community of Stewarttown on Trafalgar Road (Halton Hills, Region of Halton) on the large hill in that Community 20 minutes south of Hillsburgh. Activated speed signs are not needed I feel driving northbound into Hillsburgh because of the signalized intersection at Trafalgar Road and County Road 22 slows people down sufficiently enough as compared to driving southbound down the hill after a long flat area of 80km roadway. This being within the "urban boundary" area of Hillsburgh may need to be a shared cost with the Town.

2) The need to review the speed limit in the area east of the intersection of County Road 124 and Erin Park Drive (this is a "T" intersection at the north end of the village of Erin just after going around the large curve leaving the village). The speed limit at this intersection is 80km but changes to 50km just west of the intersection. The "ask" is, can the 50km speed limit be extended to a safe area EAST of the intersection? This area is an acceleration area for cars leaving Erin (driving eastbound) and still a 80km zone for cars entering Erin (driving westbound). The issue raised to me by local business owners and residents is that in this area the cars are legally going too fast to exit the intersection in a safe manner and it is difficult to enter CR 124 from Erin Park Drive in a safe manner. It is the first intersection within the "urban" area of Erin but the speed limit is 80km. This intersection is a delivery route for all manner of truck traffic because this is one of two main intersections with the heavy industrial park area of the community. In addition a large sized car and laundry mat is located at this intersection creating a lot of local traffic as well. In driving over to a business in this area yesterday to discuss this issue I personally witnessed a propane cylinder delivery truck almost not make the turn at this intersection due to travelling at 80km and coming onto the intersection area too quickly.

These are concerns communicated to me by local businesses and residents and your attention to these inquiries/requests would be appreciated.

Regards,

Jeff R. Duncan C.P.T.
Councillor, Town of Erin



RECEIVED

NOV 06 2015

TOWN OF ERIN

Rec'd
Nov 16
D.

NOTICE

REGARDING A PUBLIC MEETING TO CONSIDER AN AMENDMENT TO THE COUNTY OF WELLINGTON OFFICIAL PLAN

PURSUANT to Section 17 of the *Planning Act*, R.S.O., 1990, the Corporation of the County of Wellington will hold a Public Meeting to receive public input regarding a proposed amendment to the Wellington County Official Plan on **Thursday December 3, 2015 beginning at 7:00 p.m. at Wellington Place, Aboyne Hall, 536 Wellington Rd. 18, RR#1 Fergus, Ontario.**

THE SUBJECT PROPERTY is the County of Wellington, and therefore a key map is not provided with this notice.

COMMUNITY IMPROVEMENT AMENDMENT (OPA 96)

THE PURPOSE AND EFFECT OF THIS COUNTY OFFICIAL PLAN AMENDMENT is to update the County Official Plan policies on Community Improvement by:

- a) enabling the County to make grants or loans to local municipalities to assist in the implementation of Community Improvement Plans;
- b) adding brownfield remediation, improving energy efficiency of buildings and providing affordable housing, to the matters that may be considered in identifying community improvement project areas;
- c) removing Community Improvement Areas from the land use schedules, and making related text changes to clarify that amendments to the County Official Plan are not needed to recognize or implement Community Improvement Project Area boundaries; and
- d) updating terminology, adding definitions and making housekeeping changes related to the above.

IF A PERSON or public body that files an appeal of a decision of the Corporation of the County of Wellington in respect of the proposed County Official Plan Amendment does not make oral submissions at a public meeting, or make written submissions to the County of Wellington before the proposed County Official Plan Amendments are adopted, the Ontario Municipal Board may dismiss all or part of the appeal.

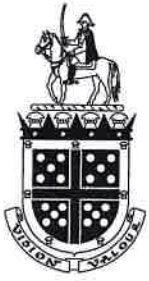
IF YOU WISH to be notified of the decision of the adoption of the proposed official plan amendment, you must make a written request to the Director, Planning and Development Department, County of Wellington, 74 Woolwich Street, Guelph, Ontario, N1H 3T9, (fax 519-823-1694).

A COPY OF THE PROPOSED OFFICIAL PLAN AMENDMENT and background reports are available during regular business hours at the County of Wellington Planning and Development Department, Administration Centre, County of Wellington, 74 Woolwich Street in Guelph, or by calling (519) 837-2600 (ext. 2140).

Dated at the City of Guelph
This 2nd day of November, 2015.

Donna Bryce

Donna Bryce, Clerk
County of Wellington
74 Woolwich St
Guelph, ON N1H 3T9
Telephone: (519) 837-2600 ext 2520
Fax: (519) 837-1909



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
 GARY A. COUSINS, M.C.I.P., DIRECTOR
 T 519.837.2600
 T 1.800.663.0750
 F 519.823.1694

ADMINISTRATION CENTRE
 74 WOOLWICH STREET
 GUELPH ON N1H 3T9

November 2, 2015

RECEIVED
 NOV 06 2015
 TOWN OF ERIN

Agencies and Persons Circulated

Dear Messrs. and Mesdames,

Re: County Official Plan Amendment #96 – County File No.: OP-2015-05
 County of Wellington - Community Improvement

The County of Wellington has prepared a Draft Official Plan Amendment to amend the County of Wellington Official Plan to update the Community Improvement policies.

I am requesting that you provide comments on the proposed amendment to the County of Wellington's Official Plan by **November 27, 2015**.

Please review the proposed amendment and provide comments to the County Planning Department, to the attention of Mr. Gary Cousins, Director of Planning.

NEED TO MAKE SUBMISSIONS

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Corporation of the County of Wellington before the proposed official plan amendment is adopted, the person or public body is not entitled to appeal the decision of the Corporation of the County of Wellington to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Corporation of the County of Wellington before the proposed official plan amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to add the person or public body as a party.

Inquiries and written submissions about the application can be made to the County of Wellington's Planning and Development Department, telephone (519) 837-2600, ext. 2120; fax (519) 823-1694 or at the above address.

REQUESTING NOTICE OF DECISION

Subject to subsection 17(36), any person or public body may appeal a decision of the County of Wellington not later than 20 days after the day that the giving or written notice had been completed. If you wish to be notified of the decision of the Corporation of the County of Wellington in respect of this proposed County official plan amendment, you must make a written request to the Director of Planning and Development, Corporation of the County of Wellington, 74 Woolwich Street, Guelph, Ontario, N1H 3T9

GETTING ADDITIONAL INFORMATION

Additional information about the application is available for public inspection during regular office hours at the County of Wellington Administration Centre, Planning and Development Department, 74 Woolwich Street, Guelph, Ontario N1H 3T9.

NOTE:

- 1) Your comments on the application are required on or before **November 27, 2015**
- 2) If you have not submitted comments on the application on or before the above date, it will be assumed that you do not have any concerns in respect of this matter.

Yours truly,



Gary Cousins, RPP, MCIP
Director of Planning and Development

Encl – Draft Official Plan Amendment #96
Notice of Public Meeting

cc—Mark Paoli, Manager of Policy Planning

**AMENDMENT NUMBER 96
TO THE OFFICIAL PLAN FOR THE
COUNTY OF WELLINGTON**

November 2, 2015
Circulation Draft

**COUNTY OF WELLINGTON
GENERAL AMENDMENT
(Community Improvement)**

Important Notice: This draft amendment to the Official Plan for the County of Wellington may be revised after the statutory public meeting at any point prior to County Council's consideration as a result of public input, agency comments, and further review by the County of Wellington.

THE CORPORATION OF THE COUNTY OF WELLINGTON

BY-LAW NO. _____

A By-law to adopt Amendment No. 96 to the Official Plan for the County of Wellington.

The Council of the Corporation of the County of Wellington, pursuant to the provisions of the Planning Act, R.S.O. 1990, as amended, does hereby enacts as follows:

- 1. THAT Amendment Number 96 to the Official Plan for the County of Wellington, consisting of the attached maps and explanatory text, is hereby adopted.
- 2. THAT this By-law shall come into force and take effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 20__

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 20__

WARDEN

CLERK

AMENDMENT NUMBER 96

TO THE

COUNTY OF WELLINGTON OFFICIAL PLAN

**AMENDMENT NUMBER 96
TO THE
COUNTY OF WELLINGTON OFFICIAL PLAN**

INDEX

PART A - THE PREAMBLE

The Preamble provides an explanation of the proposed amendment including the purpose, location, and background information, but does not form part of this amendment.

PART B - THE AMENDMENT

The Amendment describes the changes and/or modifications to the Wellington County Official Plan which constitute Official Plan Amendment Number 96.

PART C - THE APPENDICES

The Appendices, if included herein, provide information related to the Amendment, but do not constitute part of the Amendment.

PART A - THE PREAMBLE

PURPOSE

The purpose of the amendment is to update the County Official Plan policies on Community Improvement.

LOCATION

The amendment applies to the entire County of Wellington.

BACKGROUND

Currently, the County Official Plan has policies on Community Improvement that: set out objectives; provide criteria to be considered in establishing community improvement areas; have the effect of requiring amendments to the Official Plan for new, or major changes to, community improvement areas; and identify ways to implement a community improvement plan. The current policies reflect *Planning Act* provisions that were available in the 1990s.

BASIS

As there have been a number of changes to the *Planning Act*, the Official Plan policies should be updated to:

- Include provisions that enable the County to make grants or loans to local municipalities to assist in the implementation of Community Improvement Plans;
- Broaden the matters that may be considered in identifying community improvement project areas to include remediation of brownfields, improving the energy efficiency of buildings, and providing affordable housing; and
- Update terminology, add definitions and make housekeeping changes resulting from the above changes.

The County Official Plan also shows Community Improvement Areas that were identified in the previous local Official Plans (shown in Appendix 'A'). There is no requirement in the *Planning Act* for community improvement project areas to be shown in the Official Plan, or for their boundaries to conform with the Official Plan. Therefore,

- The Community Improvement Area boundaries shown in Appendix A are to be removed through this amendment.

IMPLEMENTATION AND INTERPRETATION

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the County of Wellington Official Plan.

PART B - THE AMENDMENT

All of this part of the document entitled **Part B - The Amendment**, consisting of the following text constitutes Amendment No 96 to the County of Wellington Official Plan.

DETAILS OF THE AMENDMENT

The Official Plan of the County of Wellington is hereby amended as follows:

1. THAT **Schedule 'A'** be amended by removing the Community Improvement Area boundaries.
2. THAT Section 4.12 be deleted in its entirety and replaced with the following:

"4.12 COMMUNITY IMPROVEMENT

4.12.1 Introduction

The Community Improvement provisions of the Planning Act provide for and coordinate comprehensive improvements in identified areas of a community. Community improvement policies are intended to provide a planning mechanism for improvements, access to cost sharing programs and encouragement for private investment.

Under the Planning Act, local councils may by by-law, designate "Community Improvement Project Areas" within which a local municipality may acquire land, prepare Community Improvement Plans and undertake various community improvement initiatives and works to implement those plans, including the provision of grants and loans to private landowners.

4.12.2 Objectives

Community Improvement Policies are intended to accomplish the following objectives:

- a) promote the long term stability and viability of identified Community Improvement Project Areas by reducing land use conflicts and upgrading municipal services;
- b) encourage coordinated municipal expenditures, planning and development activities within identified Community Improvement Project Areas;
- c) stimulate the maintenance and renewal of private property; and
- d) enhance the visual quality of the community
- e) foster local economic growth.

4.12.3 Identifying Areas

Councils shall consider the following criteria in the designation of Community Improvement Project Areas:

- a) a significant portion of the housing stock and other buildings are in need of maintenance, rehabilitation or redevelopment;
- b) municipal services including sanitary sewer, storm sewer, water supply systems, roads, sidewalks, curbs, gutters, street lighting or parking facilities are inadequate and in need of repair;
- c) the supply of public open space or recreation facilities is deficient;
- d) there are conflicting land uses in the area;
- e) within commercial areas, deterioration in the appearance of building facades, inadequate parking facilities or inadequate pedestrian access;
- f) a significant portion of the buildings are considered heritage resources;
- g) there is a need to remediate of brownfields, improve the energy efficiency of buildings, or provide affordable housing; or
- h) there are other environmental, social or community development reasons that have been identified by a Council.

On the basis of the criteria above, a local Council may, by by-law designate 'Community Improvement Project Areas', the boundaries of which may be the entire municipality or part of the municipality. These areas will be eligible for 'Community Improvement' as defined by the *Planning Act*.

4.12.4 Implementation

In order to accomplish the community improvement objectives set out in the Plan, a local Council may:

- a) Prepare, adopt and implement a Community Improvement Plan(s) within a designated Community Improvement Project Area(s), pursuant to the *Planning Act* and the community improvement policies set out in this Plan;
- b) Provide public funds such as grants, loans and other financial instruments;
- c) take advantage of federal, provincial or County funding programs which would benefit the community;
- d) prepare and adopt a property standards by-law;
- e) co-operate with groups and organizations whose objectives include community improvement;
- f) undertake other municipal actions, programs or investments for the purpose of achieving the community improvement objectives identified in Section 4.12.2.

4.12.5 County Participation

County Council may participate in a municipality's Community Improvement Plan, and may make grants and loans to the Council of a lower tier municipality for the purpose of carrying out a Community Improvement Plan that has come into effect, on such terms as to security and otherwise as County Council considers appropriate."

3. Part 15 – Definitions is amended by adding the following:

“Community improvement:

Means the planning or replanning, design or redesign, resubdivision, clearance, development or redevelopment, construction, reconstruction and rehabilitation, improvement of energy efficiency, or any of them, of a community improvement project area, and the provision of such residential, commercial, industrial, public, recreational, institutional, religious, charitable or other uses, buildings, structures, works, improvements or facilities, or spaces therefor, as may be appropriate or necessary.

Community improvement plan:

Means a plan for the community improvement of a community improvement project area.

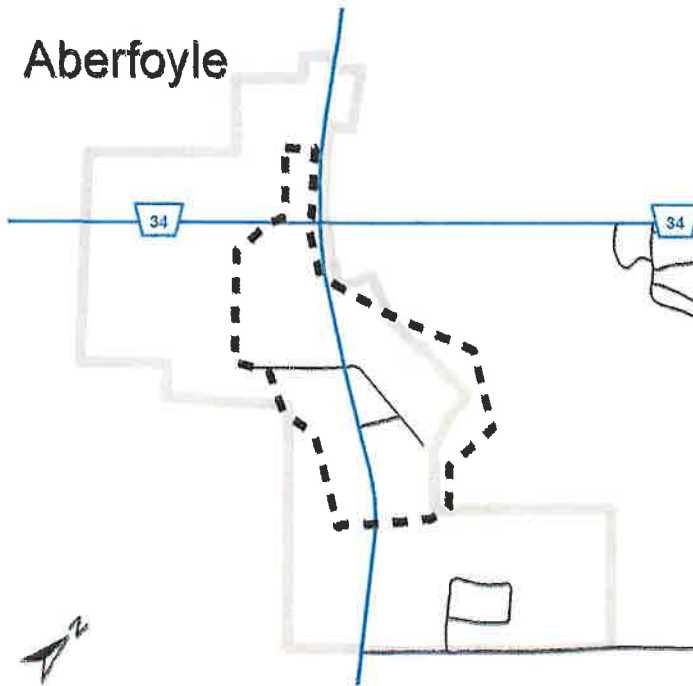
Community improvement project area:

Means a municipality or an area within a municipality, the community improvement of which in the opinion of the Council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason.”

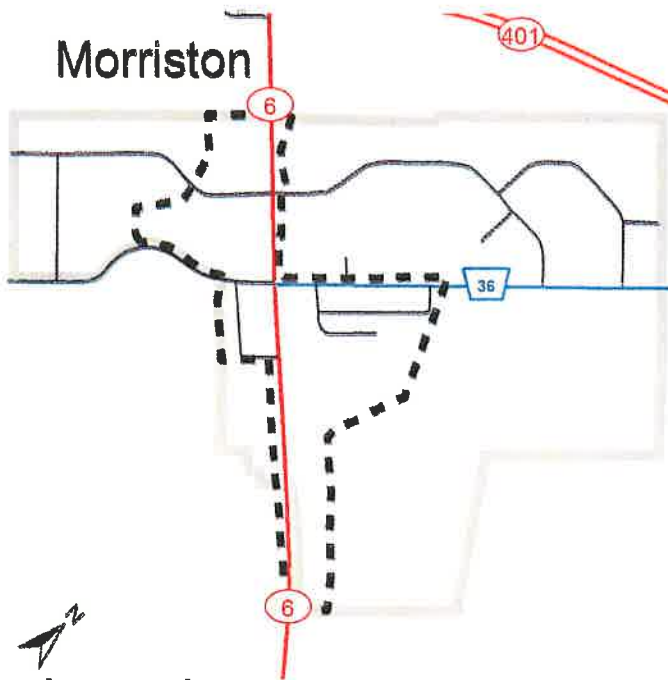
PART C - THE APPENDIX

COMMUNITY IMPROVEMENT AREA BOUNDARIES
TO BE REMOVED FROM SCHEDULE 'A'

Aberfoyle

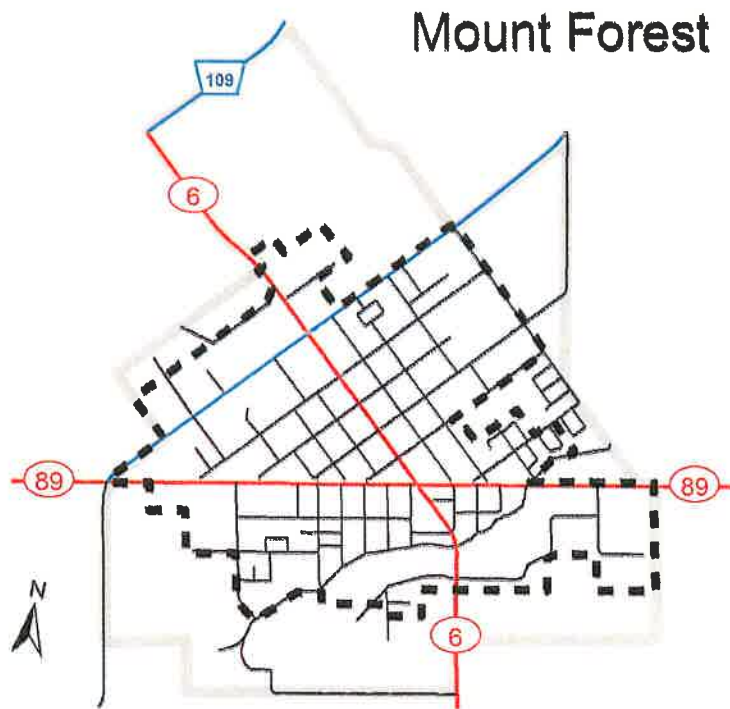
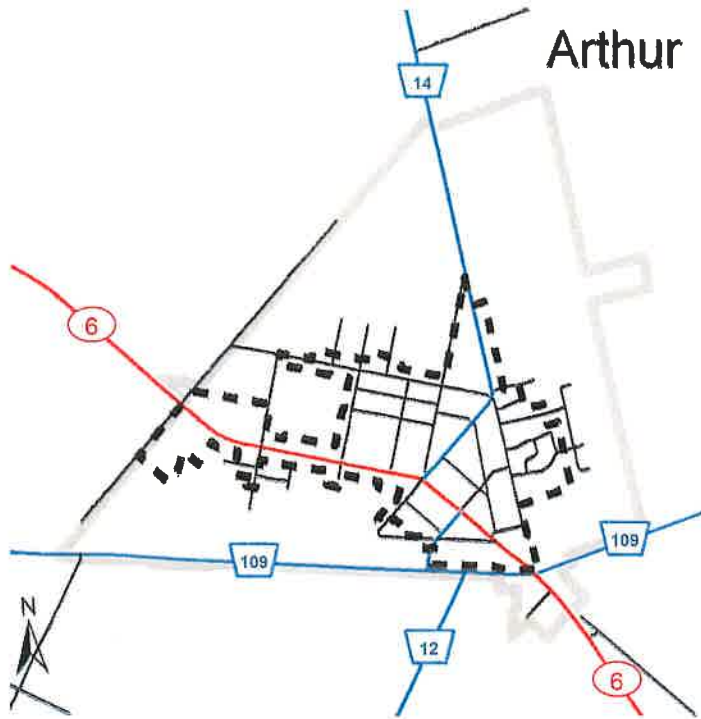


Morrison



Legend

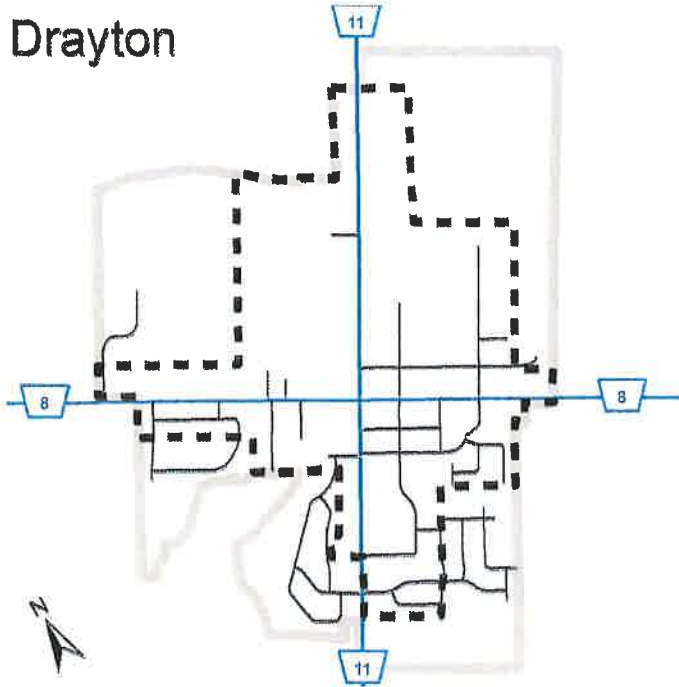
-  Community Improvement Area
-  Urban Centres



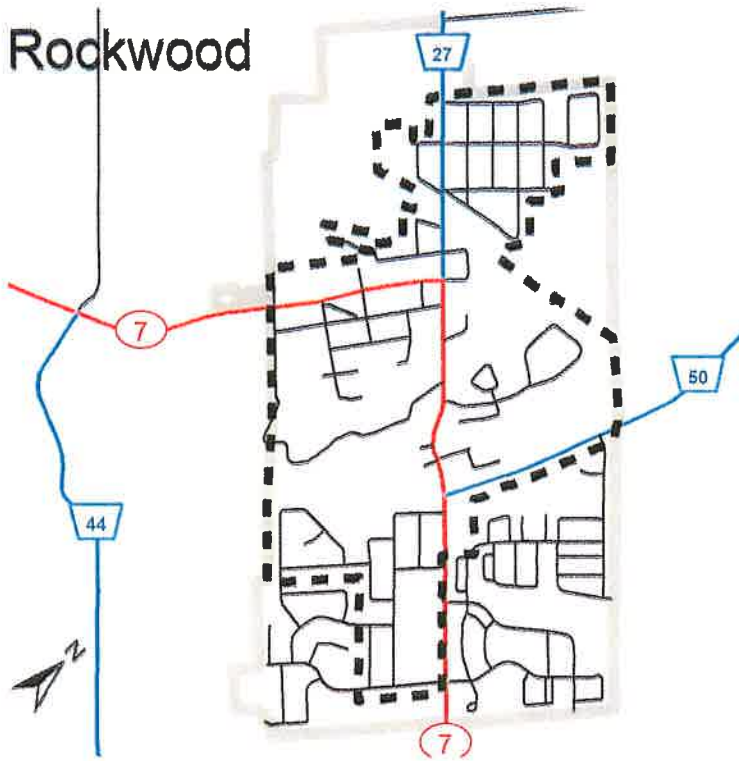
Legend

-  Community Improvement Area
-  Urban Centres

Drayton



Rockwood



Legend

-  Community Improvement Area
-  Urban Centres



GENERAL MEMBERSHIP MEETING MINUTES

July 23, 2015 – 9:00 a.m to 10:15 a.m.
Tintagels, 50 Main Street, Erin

| | | | |
|-------------------|--|---------------------------------|--|
| ATTENDEES: | Chris Bailey, Chair <i>Brighten Up</i> | Stephanie Conway <i>EWCS</i> | Audrey Devonshire <i>Tintagels/Minervas</i> |
| | Pam Fanjoy <i>Friendly Chef/Mill Run Eatery</i> | Dawn Kivell <i>TD Bank</i> | Rob Smith <i>Town of Erin</i> |
| | Mary Venneman <i>BIA Administrative Assistant</i> | | |
| | | | |

APPROVAL OF MINUTES

Motion to approve minutes by D. Kivell, seconded by S. Conway. Motion passed.

BIA PROMOTIONS & EVENTS

ALLIANCES (opportunities for cross-marketing and BIA exposure)

Canada Day Celebration – Debrief

- There were a number of people around Town for the event, although a lot of businesses were closed.
- Some BIA members sponsored the event.
- If the event continues, it would be good to capitalize on the opportunity and have more businesses open to encourage visitors into the downtown

PanAm Games – Debrief

- No visible increase in sales from PanAm Games

Feast of Hops: **Sunday, Sept. 20 – Agricultural Centre – 2 pm to 5 pm**

Local artisanal beers, supplemented with local food samples and a silent auction, organized by the Rotary Club

Erin Studio Tour: **Saturday-Sunday, Sept. 19 & 20 – various locations** **Saturday-Sunday, Sept. 26 & 27 – various locations**

Local artisans' tour (some in the Village of Erin), organized by Hills of Erin Studio Tour

- First weekend coincides with Feast of Hops
 - live music on Main Street
 - sidewalk sale
- Second weekend coincides with the Business Showcase

- Merchants to offer art-inspired activities to complement Erin Studio Tour
- Sale of take-out lunch packages for art tour visitors

Action: Marketing opportunity to attract art visitors through art-inspired activities **ALL**
 Interest in having take-out lunches available in your store **ALL**
 Notify Chris Bailey at villageoferin@gmail.com **by August 31**

Business Showcase: Saturday, Sept. 26 – Erin Agricultural Building

Local business fair promoting shop local

Tour of Treasures: Wednesday, July 29

- A tour of merchants that in previous years has included BIA businesses
- Prior years have been approached to be involved but not approached this year

Action: Investigate with Tour of Treasures organizer **C. Bailey**

ADVERTISING

In the Hills Advertising

Action: TWO IN THE HILLS ADVERTISING SPOTS AVAILABLE (\$95 per month for remainder of year) **ALL**
 Contact Shelley Foord at info@decorsolutions.ca **ASAP**

WEBSITE

Nothing new to report.

OTHER BUSINESS

Economic Development

- Bob Cheetham conducted 4 economic development focus groups the week of July 13-17, focusing on equine/local food, downtown revitalization, business attraction and tourism.
 - Concern expressed about the short notice and not all members contacted
 - Disappointing that no BIA members were able to participate under the circumstances
- A draft economic development plan will be available for public comment in mid-August
 - Focus is the Town of Erin, not exclusively the BIA
 - Some key elements proposed:
 - First Impressions exchange with Mount Forest
 - Increased collaborative marketing (more leverage)
 - Shop local campaign
 - Open for Business campaign focused on hours of opening
 - Build a “river walk” along both sides of the west branch of the Credit River, in three stages. First step will be to apply for funding for a feasibility study.
 - B&B start-up workshop
 - Conduct a retail BR+E (business retention + expansion)
 - St. Patrick’s Day festival – Town of Erin event, potentially partner with Heritage Committee

- Street lighting upgrades
- Community Improvement Plan (CIP) review (requirements, eligibility and funding for improvements, e.g., façade upgrades)

Council Update

Nothing to report.

Ongoing

| | | |
|----------------|--|---------------------------|
| Action: | Add/update your business on the Town of Erin Business Directory Link > Town of Erin Business Directory | ALL ASAP |
| Action: | Add/update job openings and accommodation on Live and Work in Erin website Create account to add listings (http://liveandworkerin.com) | ALL ASAP |

Happy Moments

- The TD Breast Cancer basketball tournament fundraiser was a big success
- EWCS raised \$32,000 from this year’s golf tournament

NEXT MEETING: September 3 at Tintagels, 9 00 a.m.



GENERAL MEMBERSHIP MEETING MINUTES

September 3, 2015 – 9:00 a.m. to 10:15 a.m.
 Bistro Riviere, 82 Main Street, Erin

| | | | |
|-------------------|--|---|--|
| ATTENDEES: | Chris Bailey, Chair <i>Brighten Up</i> | Ellen Belfgen McKay <i>Weathervane</i> | Stephanie Conway <i>EWCS</i> |
| | Pam Fanjoy <i>Friendly Chef/Mill Run Eatery</i> | Shelley Foord <i>Décor Solutions</i> | Dawn Kivell <i>TD Bank</i> |
| | Thortin Macdonald <i>Bistro Riviere</i> | Rob Smith <i>Council Rep, Town of Erin</i> | Mary Venneman <i>BIA Administrative Assistant</i> |
| GUESTS: | Matt Sammut <i>Councilor, Town of Erin</i> | Jeff Duncan <i>Councilor, Town of Erin</i> | |

Approval of Minutes

Motion to approve minutes by D. Kivell, seconded by R. Smith. Motion passed.

MARKETING

Events

Feast of Hops: Sunday, Sept. 20 – Agricultural Centre – 2 pm to 5 pm

Local artisanal beers, supplemented with local food samples and a silent auction, organized by the Rotary Club

- Cost is \$30 for beer tasting and food. Goal is to sell 300 tickets; 70 sold to date. Friendly Chef and Mill Run Eatery promotion: free coffee to anyone who buys a ticket.

Action: Encourage customers to buy tickets **BY:** all
 Tickets for sale at the Friendly Chef and Mill Run Eatery **DUE:** asap

Erin Studio Tour Saturday-Sunday, Sept. 19 & 20 – various locations
Saturday-Sunday, Sept. 26 & 27 – various locations

Local artisans’ tour organized by Hills of Erin Studio Tour. Five artists will be situated downtown.

- Coincides with Feast of Hops on Sunday, September 20
- Coincides with Sidewalk Sale on Saturday, September 19, with live music on Main Street
- Merchants to offer art-inspired activities to complement Erin Studio Tour
- Sale of take-out lunch packages for art tour visitors at the Friendly Chef

Action: Marketing opportunity to attract art visitors through art-inspired activities **BY:** all
 Notify Chris Bailey at villageoferin@gmail.com **DUE:** Sept 18

Erin Fall Fair**Saturday-Monday, Oct. 10-12 – Erin Fair Grounds**

BIA partnering with Erin Agricultural Society and Headwaters Tourism to host the Welcome Booth at the entrance gate.

- Welcome Booth popular with out-of-town visitors
 - 1000 gift bags to be handed out. Opportunity for exposure but looking for something more than just an advertisement.
- Fall Fair 50/50 tickets
 - Opportunity to advertise business. \$200 will be given to the merchant whose business name is marked on the winning ticket.

Action: Write store name on batch of 50/50 tickets BY: all
 Tickets available from Chris Bailey at Brighten Up or email to villageoferin@gmail.com **DUE:** Sept 30

- Coupons

- Last year included a coupon sheet in the gift bag. Limited success; coupon shopping not as popular. This year will use the bag itself as the coupon. Participating merchants requested to track postal code for visitor origin analysis.

Action: Details of “bag coupon” promotion, distribute for comment **BY:** C. Bailey
DUE: Sept 25

Action: Participation in the “bag coupon” promotion **BY:** all
DUE: Sept 30
 Contact Chris Bailey at villageoferin@gmail.com

Action: Participate in pre-Fair Window Competition **BY:** all
DUE: Sept 27
 Tickets available from Chris Bailey at Brighten Up or email to villageoferin@gmail.com

Window Wonderland**Friday, Nov. 13 – downtown Erin Village**

To be discussed at the next meeting.

Christmas Parade**Saturday, Nov. 28 – Main Street**

In discussion with Dawn of Erin Lion’s club to shift parade to later in the afternoon to reduce the impact on prime shopping hours.

- BIA may enter float.

Action: Volunteers to design float **BY:** all
DUE: Oct 30
 Contact Chris Bailey at villageoferin@gmail.com

Business Showcase**Postponed**

New date TBD

*Promotion***In the Hills Advertising**

Next issue published September 9th. Final issue published in November.

Action: *In The Hills* advertising spots (\$95 per month) **BY:** all
DUE: asap
 Contact Shelley Foord at info@decorsolutions.ca

Country Routes

Currently all spots are full. Email villageoferin@gmail.com to be added to the waiting list.

BIA Website

Web site will be switched over to the winter brand by early October.

Action: Send updates (individual store announcements, events, promotions)
Contact Chris Bailey at villageoferin@gmail.com

BY: all
DUE: Sept 30

Central Counties Tourism Funding

New funding primarily to upgrade branding material:

- picture and video gallery – rollout early October

Last year's funding included a tourism brochure in the Globe & Mail with coupon. Limited success; suspect not the appropriate medium for the target market

Extended Christmas Hours

Suggestion put forward to extend Christmas shopping hours to capture the last-minute shoppers market.

- Success depends on broad retail participation
- Tie-in with Christmas in the Country promotion

Action: Draft extended Christmas hours proposition

BY: C. Bailey
DUE: Oct 1

Action: Notify willingness to participation in extended hours the 2 weeks before Christmas
Contact Chris Bailey at villageoferin@gmail.com

BY: all
DUE: Oct 15

Lamp Banners

Contract for lamp pole banners coming due.

Action: For discussion at Board meeting

BY: Board
DUE: Sept 24

OTHER BUSINESS

Economic Development

At the next East Wellington Economic Development Group there will be a seminar on GPS-based smartphone app with potential to notify visitors of points of interest when within the selected geographic range.

Action: C. Bailey to attend and report back.

BY: C. Bailey
DUE: Sept 25

Deadline for comments on the draft Economic Development Plan has been extended to October 1st. BIA asked for formal response to the draft plan; BIA Board meeting to discuss on September 24th. Other members welcome to attend.

Action: BIA Board meeting
9am at Tintagels

BY: C. Bailey
DUE: Sept 24

Action: Ratified by members at next Members meeting
Oct 1, 9 am to 10 am, Tintagels

BY: C. Bailey

C. Bailey asked to step down as the BIA representative on the Economic Development Committee. Need a new representative.

Action: Expressions of interest as BIA representative on the Economic Development Committee **BY:** all
Contact Chris Bailey at villageoferin@gmail.com **DUE:** Sept 23

Council Update

The Heritage Committee in partnership with the Town of Erin and with the assistance of the County of Wellington has developed a heritage walking tour of the downtown village.

- An accompanying brochure is currently in production; draft will be sent to the BIA for comment.

Ongoing

Appears there is a mini crime spree in the area. Several local businesses have been hit.

Action: Ensure doors and windows are secured at the end of the day and security systems are in good working order **BY:** all

Increase in counterfeit money

Action: Be watchful for counterfeit money. **BY:** all

Add/update your business on the Town of Erin Business Directory

Action: Link > [Town of Erin Business Directory](#) **BY:** all

Add/update job openings and accommodation on Live and Work in Erin website

Action: Create account to add listings (<http://liveandworkerin.com>) **BY:** all

Happy Moments

- S. Foord has sold Décor Solutions to a local buyer. She will continue on in an advisory capacity.
- Décor Solutions has been selected as the new Benjamin Moore supplier for the area. This service will operate out of the lower level of Décor Solutions.
- EWCS is hosting a Fashion Show fundraiser on Tuesday, September 22nd*. The fashion show will highlight New To You Fashions.

**Post-meeting note: Fashion show has been deferred to October, date still to be determined.*

- The Friendly Chef has initiated a crowdfunding campaign to help them purchase the building which has come up for sale. Target is \$100,000 by September 30th

Action: Support the Friendly Chef with a donation to the crowdfunding campaign **BY:** all
See link for more details: [Friendly Chef Crowdfunding Campaign](#) **DUE:** Sept 30

Next Meeting

October 1st at Tintagels, 9 00 a.m.



GENERAL MEMBERSHIP MEETING MINUTES

October 01, 2015 – 9:00 a.m. to 10:15 a.m.
 Tintagels, 50 Main Street, Erin

| | | | |
|-------------------|---|--|--|
| ATTENDEES: | Chris Bailey, Chair <i>Brighten Up</i> | Stephanie Bailey <i>Brighten Up</i> | Ellen Belfgen-McKay <i>Weatherwane</i> |
| | Stephanie Conway <i>EWCS</i> | Audrey Devonshire <i>Tintagels / Minerva’s</i> | Shelley Foord <i>Décor Solutions</i> |
| | Judy Gibson <i>Edward Jones</i> | Dawn Kivell <i>TD Bank</i> | Thortin Macdonald <i>Bistro Riviere</i> |
| | Rob Smith <i>Council Rep, Town of Erin</i> | Mary Venneman <i>BIA Administrative Assistant</i> | |

Approval of Minutes

Motion to approve minutes by E. Belfen-McKay, seconded by D. Kivell. Motion passed.

MARKETING

Events

Feast of Hops Debrief:

- The event was considered a success, attracting about 150 attendees to the first-time event
- “Best of Food” vote is a good way to motivate food providers to bring their best samples.

Recommendation: Add or include “Best of Beer” vote next year

Erin Studio Tour Debrief:

- Much better for downtown merchants than previous years, especially with artists resident in the old Steen’s building
- Window art displays also effective
- Ran out of brochures; larger quantity needed next year

Sidewalk Sale Debrief:

- Rain was a considerable drawback
- Artists didn’t like it as it made their artist signs hard to see [sidewalk sale was in conjunction with the first Saturday of the Studio Tour]
- For next year, think of something else to leverage but complement the Studio Tour

Erin Fall Fair

Saturday-Monday, Oct. 10-12 – Erin Fair Grounds

BIA partnering with Erin Agricultural Society, Town of Erin and Headwaters Tourism to host the Welcome Booth at the entrance gate.

- Welcome Booth gift bags; 1000 gift bags to be handed out. Opportunity for exposure; should be more than just advertising
Action: Swag for gift bags BY: all
 Deliver to Chris Bailey at Brighten Up DUE: Oct 05
- As pilot project, the BIA with Town of Erin has commissioned Windy Acres to provide free horse-drawn carriage rides between the Fall Fair entrance and downtown. Carriage rides will be available on Saturday and Sunday between noon and 4:30 pm.
- Carnival Eats, a new TV reality show, is coming to the Fall Fair. Bistro Riviere and The Friendly Chef will have booths at the Fair and be included in the episode lineup.

Window Wonderland**Friday, Nov. 13 – downtown Erin Village**

- Event will again include horse carriage rides and the Grinch, Santa and his elves. Mrs. Clause is new addition this year, to coordinate and manage the elves.
Action: Volunteer recruitment BY: all
 Send names to Stephanie Bailey at stephanie.giugovaz@gmail.com DUE: Oct 31
- Empty windows in vacant stores will undermine the impact of the event.
Action: Community Groups and/or BIA business volunteers to decorate a vacant window BY: all
 Contact Chris Bailey at villageoferin@gmail.com DUE: Oct 31
- Christmas wreaths will hung on the lamp posts before the event.

Christmas Parade**Saturday, Nov. 28 – Main Street**

- Still in discussion with Lion's Club about shifting parade to later in the afternoon to reduce the impact on prime shopping hours.
- BIA will enter a float this year to promote downtown merchants.
Action: Volunteer recruitment to build BIA float BY: all
 Send names to Shelley Foord at info@decorsolutions.ca DUE: Oct 31

Promotion**In the Hills Advertising**

- Fall issue has been published and distributed. Deadline for additions, changes to next issue is October 20th.
Action: New ads or changes to existing ads (ads are \$95/mth, min. 3 months) BY: all
 Contact Shelley Foord at info@decorsolutions.ca DUE: Oct 20
- In discussion with publisher for 2016 collaborative advertising rates.
Action: Interest in participating in 2016 *In The Hills* collaborative advertising campaign BY: all
 Contact Shelley Foord at info@decorsolutions.ca DUE: Nov 30

BIA Website

Web site will be switched over to the winter brand by end of October.

- Action:** Send updates (individual store announcements, events, promotions) BY: all
 Send to Chris Bailey at villageoferin@gmail.com DUE: Oct 16

Central Counties Tourism Funding

- Funding to update picture and video gallery – rollout in October

- Funding for horse & carriage rides

Extended Christmas Hours

- Positive support for extending store hours to 8 pm on Thursday and Friday during the Christmas season. Extended hours will be advertised in the local papers and posted on the Agricultural Society sign board.

Action: Extend store hours to 8 pm on Thursday and Friday in December
December 3 & 4 | December 10 & 11 | December 17 & 18

BY: all

OTHER BUSINESS

Economic Development

Recommendation: Town lease/buy old Steen's building and use as multi-use purpose building for tourist information/heritage/teaching workspace/community OPP office and public washrooms (biodegradable in interim).

BIA comments on the draft Economic Development Plan have been submitted to the Town.

BIA still requires a new representative to replace Chris Bailey on the Economic Development Committee. Committee generally meets the first Wednesday of every month for 2 hours. The Committee is going on a retreat Saturday, October 17th to review the public comments and finalize the Plan. The new BIA rep, if appointed prior to that, would have the option of participating in that review and discussion.

Action: Expressions of interest in being BIA rep on the Economic Development Committee
 Contact Chris Bailey at villageoferin@gmail.com for more details

BY: all
 DUE: asap

Town sponsoring a workshop on *How to Start a Bed Breakfast* on Wednesday, October 28th through Upper Grand Continuing Education. Cost is \$15 + tax, held at the Erin District High School. For more information go to [Course Guide](#).

Council Update

Nothing to report.

Ongoing

Add/update your business on the Town of Erin Business Directory

Action: Link > [Town of Erin Business Directory](#)

BY: all

Add/update job openings and accommodation on Live and Work in Erin website

Action: Create account to add listings (<http://liveandworkerin.com>)

BY: all

Happy Moments

EWCS Fashion Show

Tuesday, October 27

\$40 dollars for dinner and fashion show, tax inclusive. Limited seating (80). Contact Stephanie at Brighten Up or Shelley at Décor Solutions for tickets.

BIA Christmas Potluck Dinner

Date TBD

Dinner will be a weekday evening in early December. Audrey Devonshire has again generously agreed to provide Tintagels as the venue

Other

Brighten Up is expanding to include the next unit.

Next Meeting

November 5th at Tintagels, 9 00 a.m.

THE CORPORATION OF THE



Municipality of Neebing

4766 Highway 61

Neebing, Ontario P7L 0B5

TELEPHONE (807) 474-5331

FAX (807) 474-5332

E mail – neebing@neebing.org

Councillors
 Erwin Butikofer
 Curtis Coulson
 Bill Lankinen
 Mike McCooye
 Roger Shott
 Brian Wright

Mayor Ziggy Polkowski

Rosalie Evans,
 Solicitor-Clerk
 Erika Kromm,
 Treasurer

October 9, 2015

Open Letter to All Municipal Councils in Ontario

Attention: Municipal Clerk

(for inclusion in the agenda for a meeting of your Council)

Re: Consultation on the Police Services Act

Dear Municipal Council of an Ontario Municipality:

The Council of The Corporation of the Municipality of Neebing considered and passed the enclosed resolution at its meeting held on September 16th, 2015.

As you can see, the Council is seeking support for its position from other Ontario Municipalities.

Together, we should be able to achieve a positive result for our constituents.

Thank you for your consideration.

Yours truly,

Rosalie A. Evans

Solicitor-Clerk

On behalf of Mayor Ziggy Polkowski

Moved by: Councillor Coulson;

Seconded by: Councillor Lankinen

WHEREAS the Province has begun a process of public consultation relating to the Police Services Act;

AND WHEREAS The Corporation of the Municipality of Neebing continues to have significant concerns and objections to the amount of money that the Provincial Government expects Municipalities to pay for either having its own police service, for contracting with the Ontario Provincial Police, or for employing the Ontario Provincial Police through the 'default' provisions of the Police Services Act;

AND WHEREAS the consultation statement issued by the Province indicates that the Province is seeking input on (among other matters) how to "clarify police duties, modernize training programs and deliver services using a range of public safety personnel";

AND WHEREAS Ontario's provincial and municipal police forces are among the highest paid police services in Canada;

AND WHEREAS the residents of Canada deserve appropriate and affordable police protection:

THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Municipality of Neebing is urging all municipalities in Ontario, whether or not they have municipal police forces, to participate in the consultation process;

AND FURTHER THAT the Council of The Corporation of the Municipality of Neebing believes that effective community policing can be undertaken without the use of uniformed police officers through the use of a two-tiered system that would allow municipalities to recruit non-uniformed safety personnel for day to day policing, relying on uniformed officers only for significant high-level criminal investigations and/or matters requiring particular expertise or specialized equipment;

AND FURTHER THAT such a system would be delivering "services using a range of public safety personnel";

AND FURTHER THAT such a system should allow Ontario's municipalities to utilize uniformed police services on a fee-for-service basis at the times when the services are required;

AND FURTHER THAT this would allow highly trained and specialized police officers to utilize their skills and abilities where required, focusing on higher-order criminal activity;

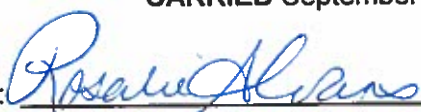
AND FURTHER THAT this would save significant taxpayer dollars at both the municipal and provincial orders of government without causing a deterioration in public safety and protection;

AND FURTHER THAT the Police Services Act should be amended to allow such a system to operate in Ontario;

AND FURTHER THAT the Council of The Corporation of the Municipality of Neebing seeks support for this position from other Ontario municipalities.

Resolution No. 2015-09-339
CARRIED September 16, 2015

Certified as a true copy:


Rosalie A. Evans, Solicitor - Clerk



VIA EMAIL

Legislative & Planning Services
Department
Office of the Regional Clerk
1151 Bronte Road
Oakville ON L6M 3L1

November 16, 2015

Ministry of the Environment and Climate Change, Sue Lo
Halton-Hamilton Source Protection Committee, Robert Edmondson
Credit Valley, Toronto Region & Central Lake Ontario (CTC) Source Protection
Committee, Susan Self
Lake Erie Source Protection Committee, Wendy Wright Cascaden
County of Wellington, Donna Bryce
Town of Erin, Dina Lundy
City of Burlington, Angela Morgan
Town of Halton Hills, Suzanne Jones
Town of Milton, Troy McHarg
Town of Oakville, Vicki Tytaneck

Please be advised that at its meeting held Thursday, November 12, 2015, the Council of the Regional Municipality of Halton adopted the following resolution:

RESOLUTION: PW-34-15/LPS113-15 - Source Protection Plan Implementation Requirements Under the Clean Water Act, 2006

1. THAT effective December 31, 2015, being the commencement date of the approved Source Protection Plan(s), the Supervisor, Municipal Water Resources of the Public Works Department be appointed as Risk Management Official for Halton Region under Part IV of the Clean Water Act, 2006 and Council delegate the authority to the Commissioner of Public Works, or his or her designate, to appoint additional Risk Management Officials for Halton Region from existing staff compliments if the need arises, as outlined in Report No. PW-34-15/LPS113-15, re: "Source Protection Plan Implementation Requirements Under the Clean Water Act, 2006."
2. THAT effective December 31, 2015, being the commencement date of the approved Source Protection Plan(s), the Source Water Protection Coordinator of the Public Works Department be appointed as Risk Management Inspector for Halton Region under Part IV of the Clean Water Act, 2006 and Council delegate the authority to the Commissioner of Public Works, or his or her designate, to appoint additional Risk Management Inspectors for Halton Region from existing staff compliments if need arises, as set out in Report No. PW-34-15/LPS113-15.

Regional Municipality of Halton

HEAD OFFICE: 1151 Bronte Rd, Oakville, ON L6M 3L1

905-825-6000 | Toll free: 1-866-442-5866

3. THAT the Director of Legal Services be authorized to prepare the necessary By-laws and ancillary documents to facilitate the appointment of the Supervisor, Municipal Water Resources as the Risk Management Official and Source Water Protection Coordinator as the Risk Management Inspector as well as the delegated appointment authority to the Commissioner of Public Works, as set out in Report No. PW-34-15/LPS113-15.
4. THAT on December 31, 2015, the Regional Clerk issue a certificate of appointment bearing the Regional Clerk's signature to the Risk Management Official and the Risk Management Inspector, confirming the appointments by Regional Council, as set out in Report No. PW-34-15/LPS113-15.
5. THAT Council endorse nominations of the Supervisor, Municipal Water Resources (Risk Management Official) of the Public Works Department and the Manager of Policy Planning of the Legislative and Planning Services Department to represent the collective interest of Halton Region, the City of Burlington, Town of Halton Hills, the Town of Milton, and the Town of Oakville on the Source Protection Committee for the Halton-Hamilton Source Protection Region as set out in Report No. PW-34-15/LPS113-15.
6. THAT Council request the Province to enact amendments to the Planning Act, as proposed in Bill 73, to restrict the right of appeal for any amendment to an Official Plan that is required to bring it into conformity with a Source Protection Plan as set out in Report No. PW-34-15/LPS113-15.
7. THAT the Regional Clerk forwards a copy of Report No. PW-34-15/LPS113-15 to the City of Burlington, the Town of Erin, the Town of Halton Hills, the Town of Milton, the Town of Oakville, Wellington County, the Chair of the Halton-Hamilton Source Protection Committee, the Chair of the Credit Valley, Toronto Region and Central Lake Ontario (CTC) Source Protection Committee, the Chair of the Lake Erie Source Protection Committee and the Ministry of the Environment and Climate Change for their information.

Included please find a copy of Report No. PW-34-15/LPS113-15 for your information.

If you have any questions please contact me at extension 7110 or the e-mail address below.



Graham Milne
Deputy Clerk and Supervisor of
Council & Committee Services
graham.milne@halton.ca



The Regional Municipality of Halton

| | |
|------------------|---|
| Report To: | Chair and Members of the Planning and Public Works Committee |
| From: | Jim Harnum, Commissioner, Public Works Mark G. Meneray, Commissioner, Legislative & Planning Services and Corporate Counsel |
| Date: | November 4, 2015 |
| Report No. - Re: | PW-34-15/LPS113-15 - Source Protection Plan Implementation Requirements Under the Clean Water Act, 2006 |

RECOMMENDATION

1. THAT effective December 31, 2015, being the commencement date of the approved Source Protection Plan(s), the Supervisor, Municipal Water Resources of the Public Works Department be appointed as Risk Management Official for Halton Region under Part IV of the *Clean Water Act, 2006* and Council delegate the authority to the Commissioner of Public Works, or his or her designate, to appoint additional Risk Management Officials for Halton Region from existing staff compliments if the need arises, as outlined in Report No. PW-34-15/LPS113-15, re: "Source Protection Plan Implementation Requirements Under the *Clean Water Act, 2006*."
2. THAT effective December 31, 2015, being the commencement date of the approved Source Protection Plan(s), the Source Water Protection Coordinator of the Public Works Department be appointed as Risk Management Inspector for Halton Region under Part IV of the *Clean Water Act, 2006* and Council delegate the authority to the Commissioner of Public Works, or his or her designate, to appoint additional Risk Management Inspectors for Halton Region from existing staff compliments if need arises, as set out in Report No. PW-34-15/LPS113-15.
3. THAT the Director of Legal Services be authorized to prepare the necessary By-laws and ancillary documents to facilitate the appointment of the Supervisor, Municipal Water Resources as the Risk Management Official and Source Water Protection Coordinator as the Risk Management Inspector as well as the delegated appointment authority to the Commissioner of Public Works, as set out in Report No. PW-34-15/LPS113-15.
4. THAT on December 31, 2015, the Regional Clerk issue a certificate of appointment bearing the Regional Clerk's signature to the Risk Management Official and the Risk Management Inspector, confirming the appointments by Regional Council, as set out in Report No. PW-34-15/LPS113-15.

5. THAT Council endorse nominations of the Supervisor, Municipal Water Resources (Risk Management Official) of the Public Works Department and the Manager of Policy Planning of the Legislative and Planning Services Department to represent the collective interest of Halton Region, the City of Burlington, Town of Halton Hills, the Town of Milton, and the Town of Oakville on the Source Protection Committee for the Halton-Hamilton Source Protection Region as set out in Report No. PW-34-15/LPS113-15.
6. THAT Council request the Province to enact amendments to the *Planning Act*, as proposed in Bill 73, to restrict the right of appeal for any amendment to an Official Plan that is required to bring it into conformity with a Source Protection Plan as set out in Report No. PW-34-15/LPS113-15.
7. THAT the Regional Clerk forwards a copy of Report No. PW-34-15/LPS113-15 to the City of Burlington, the Town of Erin, the Town of Halton Hills, the Town of Milton, the Town of Oakville, Wellington County, the Chair of the Halton-Hamilton Source Protection Committee, the Chair of the Credit Valley, Toronto Region and Central Lake Ontario (CTC) Source Protection Committee, the Chair of the Lake Erie Source Protection Committee and the Ministry of the Environment and Climate Change for their information.

REPORT

Executive Summary

- Staff took a coordinated approach with the Local Municipalities to comprehensively review and comment on three proposed Source Protections Plans that will impact Halton Region, namely: Halton-Hamilton; Lake Erie and CTC (Credit Valley, Toronto and Region, Central Lake Ontario).
- Review of the proposed Source Protection Plans was conducted to consider the collective interests of Halton Region, the Local Municipalities, and residents/businesses and to ensure that policies contained within these proposed Plans represented an appropriate and reasonable response to the actual risk to Halton Region's municipal water supplies.
- This Report provides an update to Regional Council on the development phase of the Source Protection Plans and implementation phase requirements following recent Ministry of Environment and Climate Change approvals of the proposed Halton-Hamilton and CTC Source Protection Plans in 2015.
- With the transition into Plan implementation, this Report recommends Council appoint a Risk Management Official and Risk Management Inspector for Halton Region and nominate new Halton municipal representatives for membership on the Halton-Hamilton Source Protection Committee.

Background

As reported to Council in several reports over the last decade, the Province has implemented a regulatory framework which provides a proactive multi-barrier approach to safeguard municipal drinking water. Under the *Safe Drinking Water Act, 2002*, Halton Region continues to fully meet and exceed municipal water treatment, distribution and testing regulatory requirements to ensure the consistent delivery of safe and high quality drinking water to our customers. The *Clean Water Act, 2006* is an additional piece to this protective framework which focuses on protecting municipal drinking water at its source through the mandatory implementation of Source Protection Plans.

Over the last several years, Source Protection Plans have been under development by watershed-based Source Protection Authorities and legislatively prescribed Source Protection Committees as previously detailed in Reports PW-49-13/LPS78-13 and PW-58-11. Through this process, municipalities have been identified as one of the major implementing bodies of the proposed Plans and will be responsible for undertaking specific actions to further protect municipal drinking water sources.

In order to assess the impact and implementation feasibility of these proposed Plans, staff undertook a coordinated approach with the Local Municipalities to extensively review and technically assess the three proposed Source Protection Plans (Halton-Hamilton, Lake Erie and CTC) within Halton Region using Council endorsed evaluation criteria as per Report PW-58-11. During development of these Plans, staff carried out on-going municipal consultation with the Source Protection Committees, the Ministry of the Environment and Climate Change, and the Ministry of Municipal Affairs and Housing regarding the proposed Plans. Detailed comments were submitted for consideration in an effort to ensure the proposed Plans were an appropriate and reasonable response to any actual identified risk to Halton's municipal source water supplies.

Based on this substantial input from Halton Region and other stakeholders, the proposed Source Protection Plans were updated by the Source Protection Committees to include several policy improvements and a considerable reduction to the number of affected properties within Halton which will be subject to regulation under the Plans. The updated Source Protection Plans were then released to the Province for final review and approval in 2014 and 2015. To date, the Minister of the Environment and Climate Change has approved the Halton-Hamilton and CTC Source Protection Plans, with approval of the Lake Erie Source Protection Plan anticipated in December, 2015.

With the Ministry's approval of these Plans and their established "effective dates" (December 31, 2015; July 1, 2016), Halton Region is responsible for the mandatory implementation of the Plans in 2016 under the *Clean Water Act, 2006* as further detailed in this Report.

Discussion

Approved Source Protection Plans

Source Protection Plans have been developed across three different Source Protection Regions within Halton that correspond to local Conservation Authority watershed boundaries as shown in Attachment 1. The approved Source Protection Plans regulate certain land-based threat activities within close proximity to municipal drinking water sources. If not properly managed, these threat activities potentially present a risk to the quality or quantity of drinking water taken from these supplies either presently or in the future.

As defined in the *Clean Water Act, 2006* and previously detailed in Reports PW-58-11 and PW-49-13/LPS78-13, the Ministry of the Environment and Climate Change prescribed activities include the use of septic systems, waste disposal sites, agricultural materials, chemicals, fuels, road salt, large water quantity takings, etc., as potential threats. Based on a desktop assessment of existing land use information and limited field verification carried out by local Source Protection Authorities, an estimation of potential existing landowner threat activities across Halton Region is shown in Table 1.

Table 1: Potential Land-based Threat Activities to Halton Water Supplies

| Ministry Prescribed Groundwater Treats | Source Protection Region | | |
|--|--------------------------|--------------------|-----------|
| | CTC | Halton- Hamilton * | Lake Erie |
| Agricultural Activities | 215 | 3 | 13 |
| Septic and Sewage Systems | 1421 | 40 | 9 |
| Road Salt Application and Storage | 2687 | 4 | 0 |
| Fuel / Chemical Use and Storage | 289 | 4 | 2 |
| TOTAL | 4612 | 51 | 24 |

* **Note:** Five source water threats (petrochemical, sewage systems) to Halton Region's lake-based water purification plants were also identified in the Halton-Hamilton Source Protection Region.

In order to improve the accuracy of the threat information and better understand the magnitude of potential impacts, staff has initiated field verification of specific threat activities which may involve the use of chemicals, fuels, road salt and agricultural materials as outlined in Report PW-29-15. If certain threat activities are confirmed to be occurring, landowners will be responsible for undertaking Source Protection Plan actions to manage or eliminate the existing or potential future threat to our municipal drinking water supplies.

As noted in Report PW-29-15, all landowner information collected will be kept confidential under the *Municipal Freedom of Information and Privacy Act* and used solely for the purpose of municipal implementation of the mandated Source Protection Plans.

Source Protection Plan Implementation

Implementation of the Source Protection Plans will build upon Halton Region's ongoing management and protection of its municipal drinking water supplies already in place through the Region's Aquifer Management Plan, regular groundwater quality sampling/testing, emergency spill response program, Salt Management Plan and Regional Official Plan policies which identify development restrictions within Wellhead Protection Areas and sensitive natural areas.

As part of the approved Source Protection Plans, Halton Region and other municipalities have a mandatory duty to implement several Plan policies, especially with regard to risk management, land use planning and education. Along with prescribed instrument policies currently implemented by Provincial Ministries, municipalities are intended to manage or prevent threats to municipal drinking water sources by implementing several additional policies which are based on the following tools:

- Risk Management Plans implemented by Halton Region (under Part IV of the *Clean Water Act, 2006*) to manage landowner threat activities identified within our municipal Wellhead Protection Areas;
- Prohibition by Halton Region (under Part IV of the *Clean Water Act, 2006*) to eliminate certain landowner activities within close proximity to our municipal water supplies;
- Land use planning policies implemented by Local Municipalities in partnership with Halton Region to prohibit specific land uses within and in close proximity to Regional municipal water supplies to prevent future threats;
- Prioritized maintenance inspection of private septic systems ("applicable law" in the *Building Code Act*) by Local Municipalities in areas which may pose risk to municipal drinking water supplies;
- Education and outreach to promote landowner activity best management practices and environmental stewardship.

Based on the current understanding of threat activity information, it is anticipated that the majority of the identified threats (septic and sewage systems, agricultural materials, livestock management, municipal biosolids, residential road salt application, etc.) identified within Halton Region will continue to be fully addressed by existing Provincial prescribed instruments and/or can be adequately managed through education and outreach.

Risk management, as prescribed in Part IV of the *Clean Water Act, 2006*, provides municipalities with the authority to manage or prohibit other threat activities (underground fuel storage, chemical/salt use, smaller farming operations using agricultural materials, etc.) not addressed through existing Provincial instruments. Staff anticipate that several

hundred Risk Management Plans will need to be developed in collaboration with landowners engaged in these threat activities undertaken within close proximity to our municipal water sources. Staff is also working with four property owners to prohibit certain existing activities within 100 metres of our municipal wells due to actual risk posed to these water supplies.

In order to administer these legislated Part IV risk management and prohibition responsibilities, Regional Council must appoint a Risk Management Official(s) and Risk Management Inspector(s) (Recommendations #1 and #2). Accordingly, staff is recommending the Supervisor, Municipal Water Resources be appointed as Risk Management Official and the Source Water Protection Coordinator be appointed as Risk Management Inspector. Following the appointments, the Regional Clerk will be required to issue a certificate of appointment to each appointee (Recommendation #4).

Conformity to Source Protection Plans

The *Clean Water Act, 2006* requires that *Planning Act* and *Condominium Act* decisions conform to the policy direction in the Source Protection Plans, upon the effective date of the Plans. Guidance is provided in the Source Protection Plans with respect to how the new policies will apply to development applications currently in process and often existing uses are to be distinguished from future uses. The effect of the new policies may mean additional requirements for applicants in order to ensure any potential risks to municipal supply wells are addressed appropriately. Collaboration between Regional and Local Municipal staff is underway to ensure that there is smooth integration of the Source Protection Plan requirements with the existing development review and Building Permit processes, including coordination with the Region's Risk Management Official once appointed.

Regional and Local Municipal Official Plans will also need to be amended to conform to the applicable Source Protection Plans. Through Report LPS28-14, Regional Council authorized the commencement of the five-year review of Halton Region's Official Plan. This Report recognized that Source Water Protection Plans for the three Source Protection Regions within Halton would form part of the provincial policy conformity exercise. As part of the Official Plan review process, Regional staff will continue to work with Ministry of Municipal Affairs and Housing staff to ensure this review institutes amendments that follow provincial direction while simplifying the implementation as much as possible.

The *Clean Water Act, 2006* and *Planning Act* do not contain provisions that restrict appeals to municipal official plans amendments which are made to conform to Source Water Protection Plan policies. However, Bill 73, the 'Smart Growth for Our Communities Act', which received first reading before the Ontario legislature on March 24, 2015, introduced proposed changes to the *Planning Act* to restrict appeals to official plan amendments that implement provincial plan conformity exercises, including Source Water Protection plans under the *Clean Water Act, 2006*. Council was informed about these, and other proposed Bill 73 *Planning Act* changes, through Report LPS39-15.

Implementing restrictions on appeals for source water conformity amendments is a critical issue as the Region may have to spend considerable time and resources defending appeals to its required official plan conformity amendment at the Ontario Municipal Board. To streamline this policy conformity exercise, staff recommends that the Province enact legislative changes to the *Planning Act*, as proposed through Bill 73, to restrict appeal rights for any amendments to bring an Official Plan into conformity with a Source Protection Plan (Recommendation #6).

Source Protection Committee Representation

The *Clean Water Act, 2006* prescribes the process under which Source Protection Authorities establish Source Protection Committees and Halton's Municipal Committee member representation. This process has been detailed in previous Reports PPW111-07, PPW138-07, PWE10-09 and PW-05-11.

Through this process, Halton Region was assigned two municipal member representatives on the Halton-Hamilton Source Protection Committee (Manager of Water Planning-Public Works, Barry Lee-Former Regional Councillor) and one shared municipal member representative with the County of Wellington (David Kentner, Local Councillor, Town of Halton Hills) on the CTC Source Protection Committee. Halton Region did not apply for membership on the Lake Erie Source Protection Committee since it has no municipal wells in the Lake Erie Source Protection Region that would be potentially impacted.

With the recent approval of the Source Protection Plans, the appointment term of some current Source Protection Committee members will formally end and new Committee members will be appointed over time in accordance with O. Reg. 288/07 under the *Clean Water Act, 2006*. Accordingly, staff recommend that new Halton municipal representatives be nominated for membership on the Halton-Hamilton Source Protection Committee to replace the previously appointed representation noted above.

Staff reviewed the composition of municipal membership in Source Protection Committees across the province. The review findings indicated that the majority of comparable municipalities recommended Public Works Department staff, such as designated Risk Management Officials (i.e. Peel Region, York Region, City of Guelph), for appointment to the Committees. Risk Management Officials will play a significant role in the implementation and monitoring of the Source Protection Plans now that the policy development phase of the Plans has been completed.

As such, it is recommended that the positions of Supervisor, Municipal Water Resources (Risk Management Official) in the Public Works Department and Manager of Policy Planning in the Legislative and Planning Services Department be nominated to represent Halton Region on the Halton-Hamilton Source Protection Committee as outlined in Recommendation #5 to provide Regional input to ongoing Committee work.

Similarly, staff initiated ongoing shared municipal member representation discussions with the County of Wellington and will be seeking their concurrence to jointly nominate Halton Region's Risk Management Official in the near future for membership on the CTC Source Protection Committee and to represent their source protection interests.

Next Steps

Staff will continue to work with the Local Municipalities and adjacent municipalities to develop a comprehensive Source Protection implementation framework to ensure Regional, Inter-Regional and Local Municipality business processes are in place.

To further raise awareness of the Source Protection Plans and associated compliance requirements, staff has updated the Region's Source Water Protection website and are contacting impacted landowners to help them understand and work towards the management of certain threat activities. Education and Outreach materials are also being developed for landowners in this regard.

As part of the ongoing field verification of landowner threat activities, Halton Region is developing a new data management system to inventory property specific threat activity information and Risk Management Official correspondence. This information will support ongoing monitoring of the Source Protection Plans and future mandatory annual reporting updates to the Source Protection Authorities and the Ministry of the Environment and Climate Change who will be evaluating municipal actions undertaken to implement the Source Protection Plans.

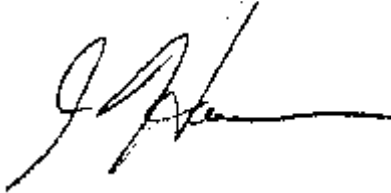
FINANCIAL/PROGRAM IMPLICATIONS

There are no immediate financial impacts arising from Report PW-34-15/LPS113-15. To meet Source Water Protection compliance requirements, budgetary impacts associated with the implementation of the Source Protection Plans will be developed through a future budget process.

Respectfully submitted,



Lisa De Angelis P. Eng.
Director, Infrastructure Planning and Policy



Jim Harnum
Commissioner, Public Works



Ron Glenn
Director, Planning Services and Chief
Planning Official



Mark G. Meneray
Commissioner, Legislative & Planning
Services and Corporate Counsel

Approved by



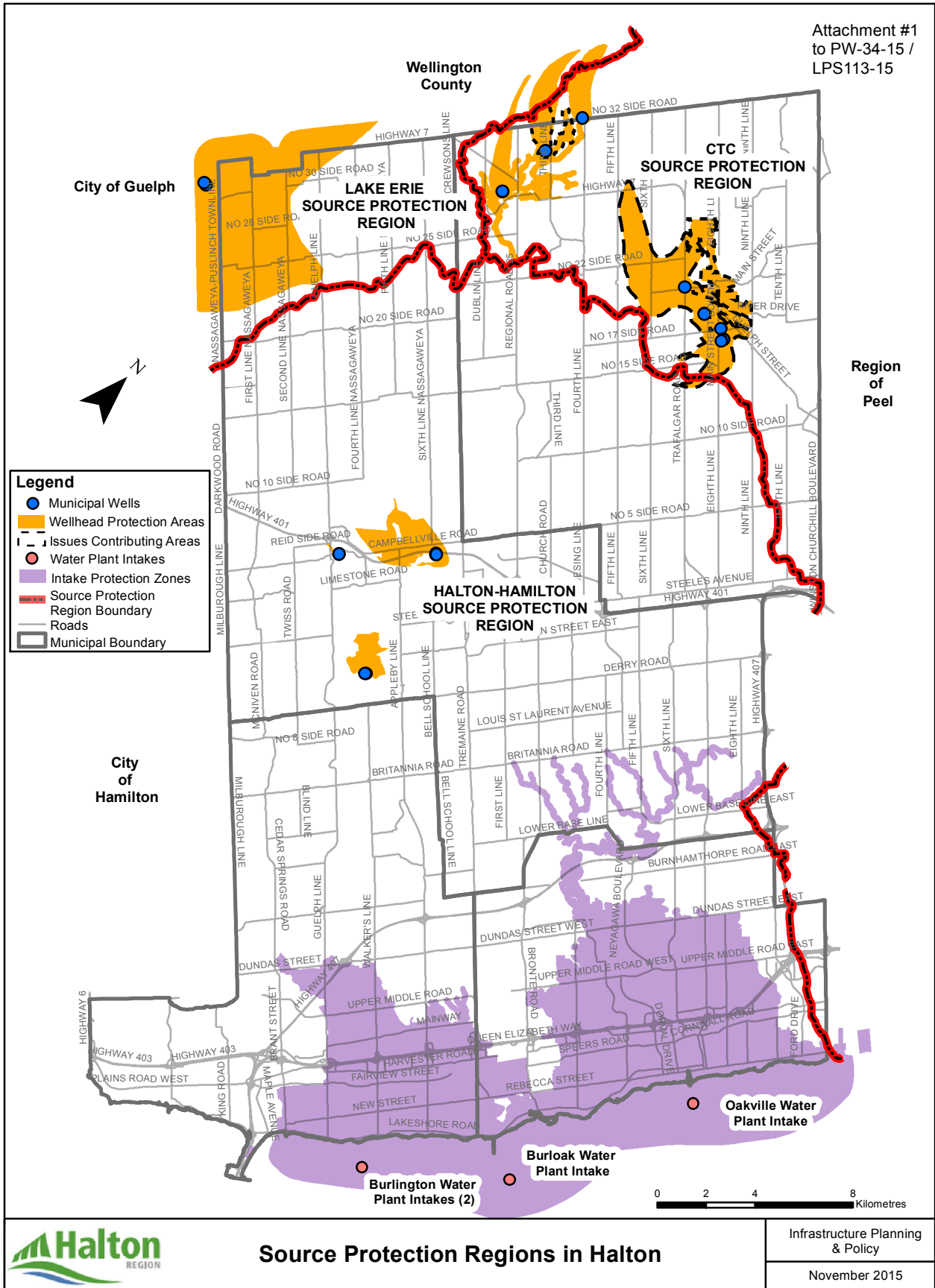
Jane MacCaskill
Chief Administrative Officer

If you have any questions on the content of this report,
please contact:

Lisa De Angelis
Ron Glenn
David Simpson

Tel. # 7547
Tel. # 7966
Tel. # 7601

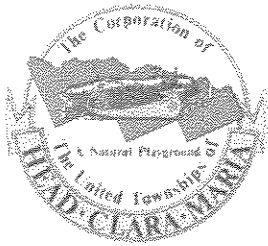
Attachments: Attachment #1 – Source Protection Regions in Halton



Source Protection Regions in Halton

Infrastructure Planning
& Policy

November 2015



From the Office of the Mayor

THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA
 15 Township Hall Road
 STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: twpshcm@explornet.com, Mayor Gibson: hcmjimg@gmail.com

Honourable Kathleen Wynne, Premier
 Legislative Building – Room 281
 Queen's Park
 Toronto ON M7A 1A1

Re: Dissolution of Local Emergency Response Board and Request for Services

Dear Premier Wynne

At its meeting of Saturday, August 29, 2015 the Council of the United Townships of Head, Clara & Maria decided after considerable debate and public consultation to discontinue its agreement with neighbours for the provision of auto-extrication along the Trans-Canada Highway 17 which divides our municipality.

Although this was council's decision, the option had essentially been taken from us by the partner members of the North Renfrew Emergency Response Unit Board. It is our understanding that due to limited municipal resources and conflicting demands on those resources a number of fire departments are beginning to limit the services they are able to provide to their neighbours. This is a disconcerting trend; particularly when the services being provided are in fact provincial responsibility.

Although multi-faceted, one component of the on-going debate was the point that the highway is a provincial asset, owned and maintained in all other respects by the province and/or its contractors? Why and how did the provision of auto-extrication services as a result of motor vehicle accidents become the responsibility of local municipalities?

During public consultation Council promised as part of the decision making process to notify the province of the dissolution of this board and the now unprotected span of provincial

highway throughout our municipality. We were further tasked with requesting that the province take the steps necessary to provide for the health, welfare and safety of the travelling public through our municipality and in fact across the province by making accommodation for the provision of this service.

We respectfully request that the province take a serious look at filling this void throughout the province and allocate the resources necessary to provide this potentially lifesaving service in a timely manner.

Sincerely

Jim Gibson, Mayor

mr

Cc: Hon. Steven Del Duca, Minister of Transportation
Mr. Jim Wilson, MPP, Leader, Official Opposition
Ms. Andrea Horwath, Leader of the New Democratic Party of Ontario
John Yakabuski, MPP Renfrew-Nipissing-Pembroke
Ontario Municipalities for Support

Enclosure: Minutes of Council meeting of August 29, 2015

THE CORPORATION OF THE TOWN OF ERIN

BY-LAW # 15 - ____

**Being a By-law to authorize borrowing
from time to time to meet current
expenditures during the fiscal
year ending December 31, 2015.**

WHEREAS the Municipal Act 2001, S. O. 2001, Section 407 allows a municipality at any time during a fiscal year to temporarily borrow, until the taxes are collected and other revenues received, an amount Council considers necessary to meet the current expenditures of the municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Municipal Board, is limited by section 407 of the Municipal Act;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ERIN ENACTS AS FOLLOWS;

1. The Treasurer is hereby authorized to borrow from time to time during the year 2015 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407.(1) of the Municipal Act.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be the **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by resolution of Council.
3. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowing that have not been repaid, shall not exceed from January 1st to September 30th of the current year, 50 percent of the total, and from October 1st to December 31st of the current year, 25 percent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the current year or **\$1,500,000.00**, whichever is less,
4. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act that have not been repaid.
5. All of the sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favor of any other lender.
6. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other sources, which may lawfully be applied for such purpose.
7. Promissory Notes or Banker's Acceptances made under section 1 shall be

signed by the Treasurer and the Head of Council or by such other person as is authorized by by-law to sign it.

- 8. That By-Law # 14-26 is hereby repealed and replaced with this By-law.
- 9. This by-law shall take effect upon third reading thereof.

Passed in Open Council on December 1st, 2015.

Mayor

Clerk

CORPORATION OF THE TOWN OF ERIN

BY-LAW # 15-

Being a By-Law to enter into a Development Agreement relating to all of the lands in PIN 71161-0493 (LT), Silvercreek Meadows; (1333901 Ontario Limited)

WHEREAS, pursuant to Subsection 51 (26) of the Planning Act, R. S. O. 1990, as amended, a Council may enter into an agreement imposed as a condition of approval of a plan of subdivision and the agreement may be registered against the land to which it applies, and the municipality is entitled to enforce the provisions of it against the owner, and subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the land;

AND WHEREAS, the legal descriptions of the lands are Lot 7, Plan 129, Part 7 ON 61R10516 AND BLK 10 AND PART BLOCK 9 PLAN 790, PARTS 1, 2, 3, 4, 5 & 6 ON 61R10516; S/T EASEMENT OVER PART ON 61R10516; S/T EASEMENT OVER PART ON 61R10516 AS IN RO613593, TOWN OF ERIN, BEING ALL OF THE LANDS IN PIN 71161-0493 (LT);

NOW THEREFORE the Council of the Town of Erin hereby **ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Town Manager are hereby directed to execute the Development Agreement attached to, and forming part of this By-law.
2. That this By-law comes into force and takes effect upon the final passage thereof.

Passed on December 1, 2015.

Mayor

Clerk

TOWN OF ERIN CONDOMINIUM DEVELOPMENT AGREEMENT

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TOWN OF ERIN

CONDOMINIUM DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate on the 12th day of September 2014.

BETWEEN:

THE CORPORATION OF THE TOWN OF ERIN,

Hereinafter called the "Town" of the First Part

- and -

1333901 ONTARIO LIMITED

Hereinafter called the "Developer" of the Second Part

WHEREAS the Developer warrants that it is the registered owner of the lands and premises described in Schedule A which is annexed to this Agreement (hereinafter referred to as the "subject lands") and has applied to the County of Wellington for approval of a Plan of Condominium (hereinafter referred to as the "Condominium Plan") which may be viewed at the Town of Erin Municipal Office located at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0.

AND WHEREAS the County of Wellington has imposed as a condition of draft Condominium Plan approval that the Developer enter into a Condominium Agreement with the Town before final approval of the Condominium Plan is given by the County of Wellington;

AND WHEREAS the owner is desirous of grading the lands prior to registration of the Condominium Plan and the Town is agreeable to the Owner grading those lands if the Owner enters into this Condominium Agreement;

NOW THEREFORE THIS INDENTURE WITNESSETH that, in consideration of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) now paid by each of the Parties hereto to each other (the receipt of which is hereby acknowledged), the Parties hereto hereby covenant, promise and agree with the other as follows:

1. **DEFINITIONS**

- a) **Owner** - includes the "Developer" and any subsequent owner of an interest in the subject lands or any part thereof, and includes the owner of an individual unit in the Vacant Land Condominium.
- b) **Developer's Engineer** - means a Consulting Engineer registered with the Association of Professional Engineers of Ontario, retained by the Developer to carry out the obligations of this Agreement. Any obligations imposed on the Developer's Engineer by this Agreement are obligations of the Developer, which are to be discharged by the Developer's Engineer.
- c) **Town's Engineer** - means a Consulting Engineer registered with the Association of 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.

2. **REGISTRATION OF AGREEMENT**

- a) This Agreement shall be registered by the Town at the Developer's expense against the subject lands and shall be enforceable against the Developer 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) 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.

3. ATTACHED SCHEDULES

The following Schedules are attached to and form part of this Agreement.

| | |
|----------------|---|
| Schedule "A" | Legal Description of Land for draft Plan of Vacant Land Condominium (the subject lands) |
| Schedule "B" | Is a draft Plan of Vacant Land Condominium that is available to view at the Town of Erin Municipal Office located at 5684 Trafalgar Road, Hillsburgh, Ontario N0B 1Z0 |
| Schedule "C-1" | Estimated costs of services to be constructed for Phase 1 |
| Schedule "C-2" | Estimated costs of services to be constructed for Phase 2 |
| Schedule "C-3" | Estimated costs of services to be constructed for Phase 3 |
| Schedule "C-4" | Summary of works and estimate of costs for Phases 1, 2 and 3 |
| Schedule "C-5" | Phasing Plan |
| Schedule "D" | The lands and easements to be conveyed by the Developer free of charge to the Town |
| Schedule "D-1" | The estimated costs of the Pre-grading Works for Phases 1, 2 & 3 to be constructed in accordance with Schedule "G" |
| Schedule "D-2" | The estimated costs of the Balance of the Works for Phases 1, 2 & 3 to be constructed in accordance with Schedule "G" |
| Schedule "E" | A list of monies payable by the Developer to the Town |
| Schedule "F" | A list of approved Engineering Drawings and Specifications |
| Schedule "G" | Conditions of Approval (including any amendments) |
| Schedule "H" | Fencing Requirements |
| Schedule "I" | Monitoring Requirements |
| Schedule "J" | Heritage Requirements |
| Schedule "K" | Tree Conservation Plan |

4. **DEVELOPER'S OBLIGATIONS PRIOR TO COMMENCING PRE-GRADING WORKS**

Before the Developer commences any Pre-Grading Works the following preconditions shall have been completed to the satisfaction of the Town:

- a) The Condominium Development Agreement shall have been executed by all parties, including the Town and the Developer. Once all of the following preconditions have been completed to the satisfaction of the Town, the Developer may proceed, at his own risk, with the grading of the subject lands limited to those lands within the Plan of Vacant Land Condominium in accordance with the Engineering Drawings and specifications which have been approved by the Town's Engineer and are listed in the attached Schedules "C-1", "C-2", "C-3" and "C-4", which schedules form part of this Agreement.
- b) The Developer hereby acknowledges that changes may be required by the Town's Engineer to the design and agrees to have any changes or new designs reviewed by the Town's Engineer and the appropriate grading changes completed as necessary at the Developer's expense.
- c) The Developer must obtain all necessary approvals for the Grading and Associated Works, and the Storm Water Management Report, from the Town, Conservation Authority, and any other approving Agencies, prior to commencing.

- d) The Developer shall have paid in full all outstanding taxes, including drainage, local improvement and special rates and charges.
- e) The Developer shall have deposited with the Town, a \$10,000.00 deposit as an advance against the Developer's liability for the Town's administrative costs as set out in Section 21 of this Agreement.
- f) The Developer shall have deposited with the Town a certified copy of the contract of liability insurance as required by Section 25 of this Agreement.
- g) The Developer shall have provided written evidence that a Qualified Consulting Engineer has been employed, at the Owner's expense, to perform the duties set out in Section 7 of this Agreement.
- h) The Developer has provided a final Detailed Storm Water Management Report to the satisfaction of the Town Engineer and the Credit Valley Conservation Authority stating the means whereby storm water from the Development will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Town the necessary easements and agreements, as set out in Section 29. A final erosion and sediment control report and plan in accordance with the Credit Valley Conservation Authority's Guidelines for sediment and erosion control, including the means whereby erosion will be minimized and sediment maintained on-site throughout all phases of grading and construction, including a monitoring and maintenance plan and provision for timely revegetation of the site, shall be provided to the satisfaction of the Town
- i) The Developer shall have obtained and provided copies to the Town of all such Conservation Authority permits as maybe required for the location of Grading and Associated Works on the Lands.
- j) The Developer shall install and maintain siltation and erosion control measures indicated in the Engineering Drawings to the satisfaction of the Town's Engineer.
- k) The Developer shall install temporary fencing around the perimeter of the lands and in any other areas as required by the Engineering Drawings.
- l) The Developer shall install and maintain a mud tracking pad at the approved construction access to the site.
- m) The Developer shall arrange for the parking of construction and employee vehicles and the storage of construction materials to the satisfaction of the Town's Engineer.
- n) The Developer shall supply the Town with the following information regarding the contractor(s) retained to complete the Grading and Associated Works.
 - i) a certificate from the Workplace Safety and Insurance Board indicating that each contractor is in good standing; and
 - ii) evidence satisfactory to the Town's Engineer, that each contractor is qualified, experienced, has sufficient equipment to successfully complete the Grading and Associated Works, and will guarantee performance and maintenance to the Developer in accordance with this Agreement.
- o) With regard to any works to be installed and performed on any parcel of land owned by the Town then, prior to going out to tender, the Developer shall provide a prospective invitation list of contractors and subcontractors to the Town of Erin for pre-approval of the Bidders List.
- p) The Developer's Consulting Engineer shall hold a pre-construction meeting to be attended by all contractors, consultants, municipal and utility staff and the Town's Engineer.
- q) The Developer shall deposit the Letter of Credit security for the Pre-Grading Works in accordance with the requirements of Section 23 and detailed in Schedules "D-1" and "D-2" of this Agreement.

- r) The Developer shall develop an approach satisfactory to the Town of Erin dealing with well interference (quality and/or quantity) complaints, received by the Developer, Developer's agents, the Ontario Ministry of the Environment, or the Town of Erin. Without limiting the generality of the foregoing, the approach shall include provisions dealing with the:
 - i. Investigation of complaints;
 - ii. Provision of water to the affected homeowner where an adverse impact has been determined;
 - iii. Posting of securities with the Town to ensure the provision of water, including the provision of temporary water supply, where need, while a complaint is being investigated;
 - iv. Duration of securities and the process for their release.

5. DEVELOPER'S OBLIGATIONS PRIOR TO TOWN NOTIFICATION TO APPROVAL AUTHORITY

The Town will only notify the Approval Authority (County of Wellington) that any conditions of draft approval relating to the Town have been satisfied after the following requirements have been completed to the satisfaction of the Town:

- a) All Parties, including the Town and the Developer have executed this Agreement and the Developer has provided evidence satisfactory to the Town that all relevant commenting agencies have been provided with a copy of this Agreement and are satisfied with its terms.
- b) The Developer has deposited with the Town a certified copy of the contract of liability insurance as required by Section 25 of this Agreement.
- c) The Developer has deposited with the Town a \$10,000.00 deposit as an advance against the Developer's liability for the Town's administrative costs as set out in Section 21 of this Agreement. This is a requirement if the deposit has not been previously submitted to the Town as per Section 21 of the Agreement. The remaining money on deposit will be returned when the Town grants Final Acceptance and assumes the services.
- d) The Developer has paid in full all outstanding taxes, including drainage, local improvement and special rates and charges.
- e) The Developer has deposited with the Town satisfactory evidence that it has entered into an Agreement or Agreements, which are satisfactory to the Town, with Hydro One, and Bell Canada.
- f) ***INTENTIONALLY DELETED***
- g) The Developer shall have provided written evidence that a Qualified Consulting Engineer has been employed, at the Owner's expense, to perform the duties set out in Section 7 of this Agreement.
- h) The Developer has provided a Final Detailed Storm Water Management Report to the satisfaction of the Town Engineer, the Ministry of Environment, and the Credit Valley Conservation Authority stating the means whereby storm water from the Development will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Town the necessary easements and agreements, as set out in Schedule "D". A final erosion and sediment control report and plan in accordance with the Credit Valley Conservation Authority's Guidelines for sediment and erosion control, including the means whereby erosion will be minimized and sediment maintained on-site throughout all phases of grading and construction, shall be provided to the satisfaction of the Town, including a monitoring and maintenance plan and provision for timely revegetation of the site, and that eavestroughs, foundation drains and other surface/storm water drainage must not be directed to the sewage disposal system, nor unto or into the ground surface in the vicinity of the tile bed in order to limit the impact of storm water

on the operation of the leaching beds.

- i) The Developer has provided information that an application has been made to and a permit has been granted from the Credit Valley Conservation Authority for Development, Interference within Wetlands and Alterations to Shorelines and Watercourses pursuant to Ontario Regulation 160/06 as amended for any development within the Regulated area on this property.
- j) The Developer has provided a succinct summary report and conclusion of the detailed hydrogeological assessments that have been completed.
- k) The Developer has entered into an agreement with the Town regarding the payment of development charges as per Schedule "E"
- l) The Developer will fulfil its parkland dedication obligations under the Planning Act by paying the sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) to the Town, as cash in lieu of parkland, as set out in Schedule "E" to this Agreement, upon execution of this Agreement by all parties.
- m) The Developer shall submit to the County of Wellington for review and approval, a copy of a detailed stormwater management report indicating the intended treatment of the calculated runoff.
- n) That the wetland, floodplain boundaries be shown as a surveyed line on the final plan to the satisfaction of the Credit Valley Conservation Authority.
- o) The Developer provide to the County of Wellington for approval the final design of the two street accesses onto Trafalgar Road that meet the sight distance requirements.
- p) The Developer shall provide the opportunity for the Town to review and approve any proposed condominium Description, Declaration, and any arrangements for shared use of facilities and any related agreements and easements in respect of this condominium development prior to final approval by the Town and the County of Wellington.
- q) That an exterior sign not less than one (1) meter by 1.5 meters be posted on the site to the satisfaction of the Town. This sign shall clearly show on-site and adjacent land uses and the off-site location of Canada Post mailboxes.
- r) That the Developer shall provide a trail system through the entire core green lands to the satisfaction of the Town of Erin.
- s) That the Developer shall prepare and implement a landscape restoration and enhancement plan for the storm water management facility and core green land blocks in consultation with the Credit Valley Conservation Authority and to the satisfaction and approval of the Town of Erin which includes planning, grading, sodding, hydro seeding, fencing, the trail system and storm water management facilities and further, that the Applicant posts security acceptable to the Town Treasurer to assure the rehabilitation of any creek block/open space area which may be disturbed during the development of the Condominium.
- t) The Developer shall provide a fencing plan to demarcate the boundaries between abutting private lands, core green lands and the units of the Plan of Condominium prior to the application for building permits to the satisfaction of the Town of Erin as set out in Schedule "H".

6. CONSTRUCTION OF SERVICES

Prior to the Developer commencing to construct the services contemplated by this Agreement, this Agreement shall be executed by all parties, the Developer shall be in full compliance with this Agreement and the Developer shall have completed the following requirements to the satisfaction of the Town:

- a) Deposit with the Town a Letter of Credit as required by Section 23 for the phase to be constructed, and deposited with the Town a certified copy of the liability insurance as required by Section 25 of this Agreement.
- b) Obtain any approvals required by law.

- c) Erect snow fences or other siltation and erosion control measures to the satisfaction of the Credit Valley Conservation Authority and deposit evidence with the Town that the Credit Valley Conservation Authority is satisfied with the placement of the silt fences and siltation and erosion control measures. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction.
- d) Notify the Town at least seven (7) days before the commencement of construction and provide the Town with all information and material that it may require.
- e) Erect a sign of a legible size to be approved by the Town at each entrance to the Condominium from a public road informing anyone using the roads or other services that the roads and other services have not been assumed by the Town and that anyone using those roads or services for any purpose does so at their own risk. These signs shall be maintained as necessary and shall not be removed until the Town has issued a Certificate of Final Acceptance under this Agreement.
- f) Deposit with the Town a Grading Control Plan prepared by the Developer's Engineer, as required by Section 13 of this Agreement.
- g) Prepare and submit and have approved by the Town a Schedule of Progress and Completion which shall set out how the construction of the services and utilities will be scheduled to be completed as contemplated by Section 12
- h) ***INTENTIONALLY DELETED***

7. THE DEVELOPER'S CONSULTING ENGINEER

The Developer shall engage a Consulting Engineer registered with the Association of Professional Engineers of Ontario to:

- a) Prepare the designs.
- b) Prepare and furnish all required drawings and specifications.
- c) Obtain all necessary approvals.
- d) Provide general administration and field layout and full-time supervision of construction.
- e) Provide final "record drawings" of the construction.
- f) 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.
- g) Certify on completion that the works have been constructed in accordance with the approved plans and specifications
- h) Where the Developer is the applicant for a building permit, to satisfy the Town that the requirements of Section 19 have been complied with.
- i) Provide confirmation that the Sediment and Erosion Control measures have been installed and maintained to the satisfaction of the Credit Valley Conservation Authority and the Town of Erin and provide monthly reports to the Town of Erin and the Credit Valley Conservation Authority regarding the installation, maintenance, weekly inspections and inspections after every rainfall event.
- j) That the owner submit a stormwater implementation report to the satisfaction of Credit Valley Conservation and the Town of Erin that shows detailed design of the stormwater facility and conveyance system.

The Developer 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 clauses (a) to (i) of Section 7.

8. IMPLEMENTATION OF CONDITIONS OF DRAFT APPROVAL

The Developer agrees to abide by and to implement the County of Wellington Conditions of Draft Plan of Vacant Land Condominium Approval, including any amendments, as attached in Schedule "G" to this Agreement.

9. WORKS TO BE CONSTRUCTED

The Developer shall construct the services set forth in Schedules "C-1" for Phase 1, "C-2" for Phase 2 and "C-3" for Phase 3 of this Agreement, at its expense and under the supervision of the Developer's Engineer in accordance with the terms of this Agreement and shall ensure that the utilities referred to in this Agreement are installed in accordance with the Agreement entered into with such utilities and approved by the Town. All utility road crossings are to be installed prior to base course asphalt.

Such utilities shall include underground hydro and street lighting as approved by the Town and Hydro One, underground telephone service as approved by Bell Canada Limited.

If at any time, and from time to time during the development of the lands and prior to the Town granting final acceptance and assuming the services, the Town determines that any repair is required to services or utilities installed pursuant to this Agreement, the Developer shall attend to such repair at its expenses upon receiving written notice from the Town.

10. NOTIFICATION OF COMMENCEMENT

The Developer shall not commence construction of any of the services or utilities until it has provided seven (7) days prior written notice to the Town of its intention to commence such construction. If such construction is commenced prior to registration of the Plan, it is understood and agreed that by permitting the Developer to commence such construction the Town shall not be deemed to have waived any rights which, by law, it has to control development prior to the registration of a Plan of Condominium nor shall it be estopped from refusing to consent to the registration of this Plan of Condominium or be liable for any loss or damage which the Developer may incur in the event that it is unable to register this Condominium Plan for any reason.

The services and utilities shall be constructed expeditiously and continuously for each Phase and all construction shall have received, per Phase, Preliminary Acceptance within two (2) years and all construction shall be completed, per Phase, within five (5) years from the date of execution of this Agreement for Phase 1 and within five years from the date of commencement of construction for each of Phases 2 and 3 unless extended by the Town. If, for any reason, there is a cessation or interruption of construction, the Developer shall so notify the Town and provide seven (7) days prior written notification to the Town before the construction is resumed.

11. VOIDING AGREEMENT

If the services covered by this Agreement for Phase 1 have not received Preliminary Acceptance within four (4) years and are not completed within seven (7) years from the date of execution of this Agreement, the Town may, at its option, and after giving seven (7) days notice to the Developer in writing of intention to do so, declare this Agreement to be in breach by the Developer and the Town may proceed to provide notice to the Developer that it considers the Agreement in breach and requires that the breach be cured forthwith.

12. CONSTRUCTION AND PROGRESS OF SERVICES

The Developer shall construct all services set forth in Schedules "C-1", "C-2" and "C-3 all utilities referred to in Section 9 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 Developer 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 Developer of its intention to do so, enter upon the subject lands and proceed to construct or complete the construction of such services or utilities including the repair or reconstruction of faulty work and carry out such other terms of this Agreement at the Developer's expense and pay such expense by deducting it from the security lodged by the Developer and any balance unpaid shall be a lien upon the subject lands and shall be paid by the Developer forthwith upon demand and may be collected by action or as municipal taxes pursuant to Section 446 of the *Municipal Act*, R.S.O. 2001, as amended. It is understood and agreed between the parties that any such entry by the Town shall be as agent for the Developer 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 or utilities is completed or such other breach of this Agreement is remedied. A copy of this Clause shall be delivered by the Developer to each purchaser of land within the Plan of Condominium.

13. TREE CONSERVATION PLAN, DRAINAGE AND GRADING CONTROL PLAN

The Developer agrees to implement the Silvercreek Meadows Tree Conservation Plan, DE-126 Dance Environmental December 20, 2006 and Update DE-334 December 28, 2011 set forth in Schedule "K", under the supervision of the Developer's Engineer. The Developer agrees to protect trees to be saved in accordance with the recommendations contained in the Tree Conservation Plan.

The Developer agrees that prior to the commencement of construction of services, it will deposit with the Town a Grading Control Plan prepared by the Developer's Engineer establishing the proposed grading of the subject lands to provide for the proper drainage thereof and of all adjacent lands which drain through the subject lands. The Grading Control Plan is to be prepared in accordance with the Town of Erin standards, and be approved by the Credit Valley Conservation Authority and the Town Engineer before being deposited with the Town. The Town of Erin will approve the sewage disposal systems.

The Developer further agrees to install the appropriate sediment control measures as approved by the Credit Valley Conservation Authority, and by the Town of Erin.

The Developer also agrees neither to place nor remove fill of any kind whether originating on the site or elsewhere, nor to alter any existing vegetation, nor in anyway disturb the lands within the limits of the proposed plan of subdivision without the prior written consent of the Credit Valley Conservation Authority and of the Town of Erin.

- a) The Grading Control Plan shall include the following information:
 - i) Spot levels or contours indicating the original elevation of the subject lands;
 - ii) A calculated elevation at approximately the proposed building location, the corners of the tile beds, sideyard swales, centre line of road, ditch elevations and all lot corners to show the level to which the ground is to be graded;
 - iii) Bench marks related to geodetic datum; and
 - iv) Any additional information required under Schedule C.
- b) The grading of the units in the Condominium shall be carried out by the Developer in accordance with the Grading Control Plan under the supervision of the Developer's Engineer and the Developer agrees to impose as a condition of the sale of each unit, and include in the conveyance thereof, a restrictive covenant that the purchaser, his heirs, executors, administrators, successors and assigns will not alter the approved unit grading without the consent of the Town and a right of re-entry in perpetuity that will allow at all reasonable times, the Developer, 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.

14. PRELIMINARY ACCEPTANCE OF SERVICES

When the Developer has paid all development charges required in accordance with an agreement between the Parties, and when the services to be constructed in any stage of this Agreement have been completed to base course asphalt grade, including the pregrading requirements set out in Section 4 and streetlights and street signs, the Town, within two weeks after being so notified shall inspect such services and shall deliver to the Developer a list of any deficiencies to be corrected which deficiencies shall be corrected as soon thereafter as is practicable (provided that the Developer 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 Developer has fulfilled all other terms of this Agreement to that date, the Town shall grant Preliminary Acceptance of the services and the maintenance period shall commence. For the purpose of granting Preliminary Acceptance, the services to be completed may exclude the asphalt surface course, top soiling, seeding, sodding, planting trees, and the installation of the street lights and street name signs.

The base course of asphalt shall not be laid until the gravel and stone base has been inspected and approved by the Town Engineer. The surface course of asphalt shall not be laid until the base has been left for one winter and inspected and approved by the Town Engineer and 80% of the homes are completed.

For the purpose of this Agreement, the Town may grant Preliminary Acceptance of part of the services and commence the maintenance period for such part of the services for which Preliminary Acceptance has been granted without being deemed to have granted Preliminary Acceptance of any other part of the services.

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 Preliminary Acceptance on tests performed in such period, unless weather and conditions are acceptable to the Town.

15. OPERATION, REPAIR AND MAINTENANCE OF SERVICES

The Developer shall be responsible for the operation, repair and maintenance of all services to be constructed under this Agreement prior to and for a period of not less than two (2) years from the date of Preliminary Acceptance of such services by the Town and thereafter until the Town has granted Final Acceptance of the services. This shall be known as the maintenance period and, if during this period the Developer 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 cost 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 446 of the *Municipal Act*, R.S.O. 2001, as amended.

Without limiting the generality of the foregoing, the Developer shall be responsible for the cost of electricity for operating streetlights and for winter maintenance including snowplowing until Final Acceptance of the services.

16. FINAL ACCEPTANCE OF SERVICES

Upon the expiration of two (2) years from the date upon which Preliminary Acceptance was granted for each Phase and the construction of at least 80% of the homes in each phase of the Vacant Land Condominium and the completion of the balance of the services required for each phase in accordance with this Agreement, the Developer shall clean the street surfaces, clean out all sewers and culverts, catch-basin sumps and manholes, clean out or fill, grade and seed all temporary detention, retention or other drainage facilities; and then make a written request to the Town for a final inspection. Such request shall be accompanied by a certificate from the Developer's Engineer verifying that the services for that phase have been constructed in accordance with the approved plans and specifications, together with the final record drawings required under Section 7(e) of this Agreement, and a certificate from an Ontario Land Surveyor as required under Section 18. The Town shall make such inspection within two (2) weeks of the Town receiving such request and the Developer shall repair any deficiencies listed by the Town as soon as it is practical thereafter and upon all repairs being completed, and if the Developer has complied with all other terms of this Agreement to that date, the Town shall grant Final Acceptance of such services for each phase and thereafter the ownership of such services shall vest in the Town and where necessary to carry out the intent of this Section, the Developer shall deliver conveyances and transfers at no expense to the Town in a form acceptable to the Town's solicitors. The Town will grant Final Acceptance in stages or for part of the services covered by this Agreement. The municipal services as outlined in Schedules "C-1", "C-2" and "C-3" must be completed on a per phase basis and Final Acceptance will be granted and the services assumed by the Town for each successive phase.

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 Acceptance on tests performed in such period, unless weather and conditions are acceptable to the Town.

17. USE OF SERVICES BY THE TOWN

The Developer agrees that:

- a) The services may be used prior to Final Acceptance by the Town or other persons authorized by the Town for the purpose for which such services were designed.
- b) The employees or agents of the Town may enter onto the subject 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 Developer.
- c) The exercise of the powers contained in clauses (a) and (b) of this Section shall not be an acceptance of the services by the Town or an assumption by the Town of any liability in connection therewith or a release of the Developer from any of its obligations under this Agreement.

18. SURVEYOR'S CERTIFICATE

Prior to Final Acceptance of the services to be constructed under this Agreement, the Developer 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 boundary, street intersections and beginning and ending curves, as shown on the Condominium Plan, and all other survey monuments showing the location of all easements, blocks and reserves located within the Condominium Plan and as required pursuant to Schedule "D".

19. REQUIREMENTS FOR BUILDING PERMITS

The approval of the Condominium Plan by the Town or 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 dwelling units within the development and no building permits shall be issued unless:

- a) The municipal services to be constructed in any stage of this Agreement, except the asphalt surface course, topsoiling, seeding, sodding, trees, street lights, and street name signs have been completed, inspected and given Preliminary Acceptance pursuant to Section 14.
- b) There has been compliance with all of the provisions of this Agreement to the date of such application, including, without limitation, the conveyance of all lands and easements as set out in Schedule "I", which Schedule contains the required monitoring by the Owner/Condominium Corporation for the individual privately owned tertiary septic systems
- c) Without limiting the generality of clause (a) or (b), the Engineering Drawings and Grading Control Plan have been completed and have received the approval of the Town and all other approving authorities and the pregrading and the reinstatement of the areas as designated in the Engineering Drawings and Grading Control Plan have been completed by the Developer in accordance with Section 32(n).
- d) The application complies with this Agreement and all applicable laws and includes a plot plan of the lands upon which such dwelling unit will be constructed and the adjacent lands which will be used in conjunction therewith.
- e) The plot plan has been certified by the Developer's Engineer (where the Developer is the applicant) or by a Registered Professional Engineer, or Ontario Land Surveyor (where a subsequent owner is the applicant) to be in compliance with the approved Grading Control Plan included with the drawings listed in Schedule "F" hereto, and has been submitted to the Town for their review and comments together with the Town's current year's fee to cover the Town's cost for reviewing such plans. The plot plan shall be in compliance with the Town of Erin Grading Standard and shall clearly define all existing and proposed lot elevations, foundation elevations, sewage disposal system, driveway, walkout and swale, grades, well or municipal water supply location, slopes, terracing and retaining walls, and any other information relative to the grading of the said unit.
- f) The plot plan and any other drawings required to show the buildings, structures, potable water supply, sewage disposal system, drainage, grading, erosion and siltation control have been prepared in accordance with the Grading Control Plan

and the Storm Water Report and where necessary have been submitted and approved by the Ministry of the Environment, the Credit Valley Conservation Authority and the Town Engineer. The Sewage Systems shall be private tertiary treatment individual septic systems appropriate for the area and approved by the Town of Erin. Depth of overburden should be verified at each septic bed. A minimum depth of 1m of overburden is required. The Town of Erin will approve the sewage disposal systems. The Developer shall provide each unit owner with a copy of the Homeowner's Brochure for Silvercreek Meadows 2006, which addresses the hydrogeological and ecological sensitivities of the area and maintenance requirements that the homeowner must undertake to ensure the system functions properly over time.

- g) The Owner shall have a qualified Engineering consultant who specializes in the design and installation of private tertiary sewage treatment systems and shall be responsible for the inspection of one or more test pits and preparation of grain-size analysis report and water table evaluation report. Where imported fill material is required, the consulting Engineer shall provide a grain-size analysis report on the proposed fill and shall obtain approval from the Chief Building Official prior to placement on the site. For raised beds, there shall be supervision satisfactory to the Town of Erin of the layout, excavation and scarification of the leeching bed bottom and placement of fill to ensure compliance with design and grading criteria.
- h) A cash security deposit in the amount of the Town's current year's lot grading deposit has been lodged with the Town for each permit applied for, which security shall be retained by the Town until a certificate of compliance and occupancy has been issued by the Chief Building Official for a fully complete house and the Town is satisfied that all unit grading has been completed in accordance with the approved plot plan. This will require an as constructed plot plan prepared by the Developer's Engineer or other authorized representative of the Owner who prepared the plot plan and confirmation from the Town's Engineer that the grading of the unit has been completed in accordance with the plot plan and the Grading Control Plan. It may also require consultation with the current registered owner of the unit that there are no drainage or grading problems on the unit.

Where the unit grading is not completed in accordance with the plot plan within 30 days of written demand from the Town to the Owner, the Town may, in its absolute discretion, complete the unit grading and pay any expense incurred as a result of the default by deducting any such amount from the security deposit. 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 446 of the *Municipal Act*, R.S.O. 2001, as amended.

Notwithstanding the foregoing, in the event that the Developer has transferred any unit upon which a finished home has been built and for which an occupancy permit has been issued prior to said transfer, the Developer shall remain responsible to the Town for compliance with this section and shall have one year from the date of the issuance of the occupancy permit to complete all obligations necessary for compliance with this section, and upon completion of the obligations herein within that one year period shall be entitled to receive the refund of the security posted by the Developer. In the event that all obligations are not completed by the Developer within one year of the issuance of the occupancy permit, the ownership of the security deposit shall be deemed to pass to the current owner of the unit and that owner shall be entitled to a refund of the deposit upon satisfying the Town that the grading has been completed in accordance with the plot plan.

- i) If the Developer has obtained Final Acceptance in accordance with Section 16 prior to an application for building permit being made, the applicant for a building permit shall deposit with the Town security in the amount required pursuant to the Town's Municipal Servicing Security By-law. Such deposit will be retained by the Town until the dwelling unit is constructed and the Town is satisfied that the roads, ditches and existing municipal services have not been damaged as a result of the construction on the subject unit.
- j) 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 basement wall elevation and the location of the foundation, and the Town Engineer has confirmed that the basement wall elevation complies with the levels shown on the approved plot plan and the location of the foundation

complies with all zoning by-laws .

- k) All utilities for the unit have been approved by the supplier of such utility.
- l) The balance of development charges payable pursuant to the Development Charges Agreement has been paid in full to the Town.
- m) The Owner shall submit to the Town of Erin for its review and approval a copy of descriptive Homeowner's Brochure for Silvercreek Meadows 2006 which provides information regarding the characteristics of the sewage treatment and disposal systems proposed (or constructed) and the required operations and maintenance instructions (including the fact that private sewage treatment systems should be regularly serviced by the pumping of sludge and septage from the septic tanks); and shall contain a provision whereby a copy of the approved Homeowner's Brochure shall be provided to the first Owner of each septic system which is installed in this Vacant Land Condominium.

The Homeowners Brochure shall state that the lots in this development are located in a hydrogeologically sensitive and ecologically sensitive area. The Brochure will strongly encourage homeowners to avoid the use of any external chemicals (e.g. pesticides, salt, etc.) to the extent possible. The Brochure will also recommend appropriate handling and storage procedures for the typical hazardous household substances, such as gasoline and paint thinners, to minimize the potential for groundwater contamination.

- n) Each unit shall be developed with its own private individual well.
 - i) Each water supply well has been drilled in accordance with Ministry of Environment Regulation 903, as amended.
 - ii) Each water supply well has been cased to at least 6m below the water level in the bedrock.
 - iii) Each water supply well has been individually pump tested for one (1) hour to assess the well yield and to ensure that each well will satisfy the needs of a single family residence. Each owner has been provided with this information so he/she is aware of the water capability of his/her water supply well.
 - iv) Water supply systems for individual water supplies should include a UV disinfection system. At a minimum, each water supply system should have a dedicated UV disinfection system on the kitchen tap.
 - v) Water wells shall be located as per the Gamsby and Mannerow Engineering submissions made January 2007 and May 2007 unless site-specific conditions dictate otherwise in which event water wells shall be located at such other location or locations as may be acceptable to the Town Engineer.
 - vi) The Developer shall retain a qualified hydroeologist consultant to prepare and implement a private well monitoring program for adjacent residents which will include a review of the status of their water supply before any construction is initiated.
- o) Prior to the issuance of building permits, all facilities required for storm water management purposes be constructed and operational in accordance with the approved plans and confirmation be provided from a qualified professional to the satisfaction of the Credit Valley Conservation Authority and the Town.

19.1 **MODEL HOMES**

The Developer shall enter into a Model Home Agreement with the Town and may proceed to construct one or more model homes in accordance with the Town's Agreement. Upon execution and registration of this Agreement, the Developer can apply to the Town for a building permit for Unit 16 to construct the model home and the public will be permitted access for sales purposes only prior to full occupancy being permitted by the Town.

20. REQUIREMENTS FOR OCCUPANCY

No building or any part thereof erected on any of the subject lands shall be occupied until the Town is satisfied that the rough grading of the unit has been completed in accordance with the plot plan and the requirements of the Town's building by-laws have been met, all municipal services have been completed as required for Preliminary Acceptance pursuant to Section 14, all utilities have been completed and approved and the water, hydro and sewage services are functioning. Where occupancy occurs after November 1st, the unit grading shall be completed by June 1st of the following year. 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.

21. TOWN'S ADMINISTRATIVE EXPENSES

The Developer agrees to pay the Town the costs of reasonable administrative expenses of the Town in connection with the development of this Vacant Land Condominium 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.

22. DEVELOPER'S EXPENSE

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

23. SECURITIES

As required by this Agreement and not less than thirty (30) days prior to commencement of construction, in any phase of the development, the Developer shall lodge with the Town, for the Phase which the Developer proposes to construct, a standby irrevocable Letter of Credit, in a form satisfactory to the Town, in the amount of 125% of the estimated cost of the works and services in that phase to be constructed based upon the estimated cost in that respective Phase as set forth in Schedules "C-1", "C-2", "C-3", "C-4", "D-1" and "D-2" annexed to this Agreement. The Developer shall provide to the Town a tender summary for all works and services to be constructed for each Phase of the development in accordance with this Agreement. In the event such costs of construction vary in excess of 10% from those as estimated in Schedule "C-4", the amount of the Letter of Credit shall be adjusted accordingly.

This Letter of Credit, for each respective Phase, 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 Schedules "C-1", "C-2", "C-3", "D-1" and "D-2" of this Agreement and maintained within the time limits specified herein, and that all defects in the construction of such works and services or other matters provided for herein that become apparent within two (2) years from the completion of the respective Phase shall be promptly and properly repaired and replaced, and further to ensure that all matters provided for under this Agreement shall be promptly and fully complied with. The Letter of Credit for each successive Phase 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 Developer 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 works outlined in Schedules "C-1", "C-2" and "C-3", and as estimated in Schedules "D-1" and "D-2", as adjusted in accordance with the tender summaries set out above.)

As work for each successive phase is completed, inspected, approved and received Preliminary Acceptance in accordance with Section 13 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 125% of the estimated cost of the work remaining to be completed in that phase, based on the adjusted amounts as set out above, including any approved extra works not specifically itemized in Schedule "C-1", "C-2", "C-3" and "C-4", "D-1" and "D-2", plus 25% of the cost of the works completed, as estimated by the Developer's Engineer. In no case will the security required under this Section be reduced to less than 25% of the estimated cost of the works and services outlined in Schedules "C-1", "C-2" and "C-3" and "D-1" and "D-2" until the expiration of the maintenance period for each phase and the granting of Final

Acceptance for each phase by the Town as provided in Section 16.

The Developer 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 446, of the *Municipal Act*, R.S.O. 2001 as amended.

24. STATUTORY DECLARATIONS OF ACCOUNTS PAID

The Developer agrees that upon applying for a reduction or discharge of securities or for Preliminary or Final Acceptance of the services or any part thereof, it shall supply the Town with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

25. DEVELOPER'S LIABILITIES

The Developer 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 Developer or any servant, contractor or agent of the Developer, in connection with the Condominium, whether or not in performance of this Agreement until the granting of Final Acceptance of all services to be constructed under this Agreement.

The Developer further covenants to indemnify and save harmless the Town against all actions, suits, claims and demands whatsoever instituted after the granting of Final Acceptance but resulting from causes of action arising before the granting of Final Acceptance.

For the purposes aforesaid, the Developer 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 be issued in the joint names of the Developer, the Town and the Town's Engineer 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 Developer from responsibility for other or larger claims for which it may be held responsible.

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 Final Acceptance by the Town shall be deemed to be a breach of this Agreement by the Developer.

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.

If the policy contains a deductible clause, the Developer must post an additional cash deposit with the Town in the amount of the deductible. The Developer 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 Developer 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.

26. REPAIRS

The Developer shall repair any damage caused to any existing Town services by it up to and including Final Acceptance of any services to be constructed under this Agreement and shall repair any damage caused during the construction of dwelling units by the Developer in the Condominium as soon as is practicable after receiving written notice of such damage from the Town. Following Final Acceptance of services by the Town, the current owner of each individual unit in the Condominium shall be responsible for repairing any damage caused to Town services by such owner.

27. DUST CONTROL

Prior to Final Acceptance of all of the services to be constructed under this Agreement, the Developer shall use such method to prevent any dust problem to traffic or home occupants as the Town shall deem necessary and for this purpose, the Town may notify the Developer in writing from time to time of the requirements of the Town.

28. CONSTRUCTION REFUSE

The Developer agrees to regularly dispose of all construction refuse and debris in an orderly and sanitary fashion. If the Developer fails to remove and dispose of construction refuse and debris to the satisfaction of the Town, the Town may give written notice to the Developer. If the Developer 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 Developer forthwith upon demand, which costs shall include all expenses incurred by the Town in carrying out such removal and disposition.

29. CONVEYANCE OF LANDS AND EASEMENTS

The Developer agrees to convey, free of charge and free and clear of all encumbrances, the lands and easements set out in Schedule "D" to the Town and/or such other persons as are specified in Schedule "D", and to convey such other lands and easements as may be required for the purpose of carrying out the terms of this Agreement. Without limiting the foregoing, all deeds of conveyances and grants of easements shall be prepared and executed by the Developer in a form satisfactory to the Town's solicitor, be complete and acceptable for electronic registration, be free of any mortgages, charges, liens or other encumbrances, and be registered by the Town at the expense of the Developer. In the event that any existing mortgage/charge is to be postponed, the Developer shall provide the Town's solicitor with an Application to Register Notice of a Postponement Agreement, satisfactory to the Town's solicitor.

30. SPECIAL PROVISIONS

The Developer agrees:

- a) All Agreements of Purchase and Sale shall include the following statements:
 - i) that each unit shall be serviced with a privately-owned individual septic system with tertiary treatment that will be the responsibility of the Condominium to monitor in accordance with the requirements of the Condominium Corporation Maintenance Agreements;
 - ii) that the Condominium Corporation shall not permit the installation of underground lawn irrigation systems or eavestrough downspouts within the tertiary treatment system disposal envelope. The eaves trough, foundation drains and surface/storm water drainage must not be directed to the sewage disposal system, nor unto or into the ground surface in the vicinity of the tile bed area in order to limit the impact of stormwater on the operation of the leaching beds;
 - iii) that the Condominium Corporation shall not permit structures, including accessory buildings, swimming pools, foundations for antennae and dishes, and no landscaping involving decks, berms, foundations, paving stones or trees within the sewage disposal envelope;
 - iv) the adjacent core green lands and storm water management facilities will include a public trail system;
 - v) that garbage pickup collection is a County operated user pay system;
 - vi) that mail pickup is provided in a centralized offsite location;
 - vii) that individual wells may have a sodium content which exceeds 200 mg per litre;
 - viii) that the core green lands storm water management facilities are to be left in a natural state and that no extensions of lawns or gardens are permitted into core green lands or storm water management facilities, and that no lawn

clippings or wastes are to be placed on core green lands or storm water management facilities.

- ix) A unit owner shall not install a gate in any fence which abuts Town lands;
- x) Fences separating units from lands to be dedicated to the Town, shall be constructed at the Developer's sole cost, and located in their entirety within .015 meters of the property line on the lands to be conveyed to the Town.
- b) To prepare and deposit with the Town, prior to the sale of any unit, a list of all Building Restrictions, which will be registered against all units in this subdivision. The Restrictions shall include a provision that no permanent structures, such as inground swimming pools, shall be erected on the tile field areas. The Town does not enforce any Building Restrictions or covenants imposed by the Developer or Builder and will only enforce requirements of the Zoning By-law and Ontario Building Code.
- c) To deliver a copy of such Building Restrictions and a copy of the conditions contained in Sections 18 (m), 30 a), i) to x) to every person purchasing a unit and inform every such purchaser of the terms of this Agreement.
- d) All Agreements of Purchase and Sale shall ensure that all persons who make first purchases of units within the Plan of Condominium after final approval of the Condominium Plan are informed when units are transferred, of all the development charges related to this development.
- e) To reimburse the Town forthwith upon demand for the cost of purchasing and installing all street name and traffic control signs which will be purchased and installed by the Town.
- f) To stockpile the topsoil on site from all areas to be excavated and graded. The topsoil from the stripped areas shall be reapplied to the lands as necessary and any surplus shall not be removed from the site without the agreement of the Town Engineer.
- g) The granular road base design and sieve analysis of materials used for the construction shall be completed by a qualified professional engineer.
- h)
 - i) to complete and maintain all works in accordance with the approved plans throughout all phases of grading and construction;
 - ii) to maintain all stormwater management systems in accordance with the approved plans throughout all phases of grading and construction.
- i) The Developer shall provide a copy of the Homeowner's Brochure for Silvercreek Meadows 2006, to each purchaser of a unit in the Condominium Plan

31. PREREQUISITES TO BE SATISFIED BY THE OWNERS

The Developer agrees that the costs, charges and expenses for which it is responsible shall form a charge and lien upon the subject lands until such time as they are paid notwithstanding the granting of Final Acceptance and in addition to any other remedies available to it, the Town may recover such amounts by action or as taxes pursuant to Section 446 of the *Municipal Act*, R.S.O. 2001, as amended.

32. CONSTRUCTION REQUIREMENTS

During the construction and installation of the services and during the construction of any building or structure on any part of the subject lands, and the installation of any utility, the Developer 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.

- a) All public roads which are to be used for access to the subject lands during the development of the subject lands and during any construction of buildings on the subject lands shall be kept in good and usable condition, and kept clear of all building materials and, if damaged, shall be repaired immediately to the satisfaction of the Town Engineer at the cost of the Developer.

- b) All vehicles and trucks making deliveries to or taking materials from the subject lands or working on the subject lands shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish or debris on any road whether within the subject lands or not.
- c) 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 subject lands without necessary approvals of the Ministry of Environment and Energy and the consent of the Town or the Fire Chief.
- d) The Developer 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 subject lands, without the written consent of the Town Engineer.
- e) No blasting shall be carried on without the written consent of the Town Engineer having first been obtained.
- f) The Developer shall keep the subject lands free and clear of all noxious weeds as per the County of Wellington's Weed Control By-law, and the Developer agrees that if ordered by the local Weed Inspector, it will immediately take steps to cut or spray any noxious weeds.
- g) Any qualitative or quantitative test of materials shall be tested by the Developer at its cost. The results of such tests shall be forwarded to the Town for its review. If the Town has any concern, the Town may require re-testing or independent verification, at the Developer's expense.
- h) The Developer 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.
- i) The Developer agrees that the pavement design for all roads within the subject lands shall be based upon the findings and recommendations of a soils report to be prepared by a qualified Consulting Engineer and approved by the Town Engineer prior to the construction of any of the roads.
- j) The Developer shall, until the base course of asphalt is applied, maintain the gravel and/or the stone base in a condition suitable, in the opinion of the Town Engineer, for vehicular traffic and free from dust at all times, and shall repair any such roadway within forty-eight hours of receiving notice to do so from either the Town or the Town Engineer.
- k) The Developer agrees that if, in the opinion of the Town Engineer, the roads are in a dangerous state, the Town may take such steps as it considers necessary, without notice to the Developer, to deal with the emergency and the Developer agrees to pay the costs thereof immediately upon demand being made by the Town.
- l) The base course of asphalt shall not be laid until the gravel and stone base has been inspected and approved by the Town Engineer. The surface course of asphalt shall not be laid until the base has been left for one winter and inspected and approved by the Town Engineer and 80% of the homes in the Condominium are completed.
- m) The Developer shall maintain access to all building sites at all times to the satisfaction of the Fire Chief for fire department equipment.
- n) The Developer shall pre-grade all Units and Blocks on the Plan to final grade and topsoil and seed or sod all Units and Blocks in accordance with the approved Grading Plan with the exception of the sewage disposal field envelope, building envelopes and entrance to the Units. The tile bed portion of the sewage dispersal field envelope will be graded to 0.9 meters below finished surface grade, as specified on the approved Grading Plan. The mantle portion of the sewage dispersal field envelope will be graded to 0.2 meters below finished surface grade at the lowest point within the sewage dispersal field envelope, as specified on the approved Grading Plan. The underside elevation of the tile bed and mantle portions of the sewage dispersal field envelope are to be located a minimum of 0.9 meters above the observed high ground water level. The building envelopes will be graded to at

least 0.2 metres below finished surface grade at the lowest elevation within the building envelope, as specified on the approved Grading Plan. The entrances to the Units are to be graded to within 0.3 metres of the finished surface grade of each Unit, as specified on the approved Grading Plan. The Developer shall ensure that there is an adequate supply of topsoil stockpiled on each Unit to allow for the reinstatement of the sewage disposal field envelope and unused portion of the building envelope upon construction of the dwelling unit

33. PHASING

The Developer agrees that registration of a Phase of the Draft Plan and phasing of services within a registered Phase shall be established to the satisfaction of the Director of Planning and the Town's Engineer. Any and all temporary facilities required as a consequence of staged registration and/or phased servicing, such as roads, emergency access and/or turning circles shall be included in the Developer's Engineering Design Drawings to the satisfaction of the Town's Engineer.

34. NOTICES

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 Ironmonder, Town Manager/CAO
 5684 Trafalgar Road
 Hillsburgh, ON N0B 1Z0

To the Developer at: 1333901 Ontario Limited
 3300 Guelph Line
 R.R. #1
 Burlington, ON L7R 3X4

And a copy to: Yachetti, Lanza & Restivo LLP
 Barristers and Solicitors
 c/o Jack S. Restivo
 154 Main Street East, Suite 100
 Hamilton, ON L8N 1G9

35. ASSIGNMENT

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

36. SEVERANCE OF ULTRA VIRES TERMS

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.

37. ESTOPPEL AGAINST DEVELOPER

The Developer 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, or any part thereof. This provision may be pleaded as an estoppel against the Developer 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.

38. BENEFIT AND BURDEN OF AGREEMENT

This Agreement is binding upon and shall enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

39. MORTGAGEES

The Mortgagees hereby consent to each and every provision of this Agreement and subordinates and postpones all of its (their) right, title and interest in the Land to the Town.

IN WITNESS WHEREOF the parties hereunto have affixed their Corporate Seals as attested by the signatures of their duly appointed signing officers.

1333901 ONTARIO LIMITED

Per:  _____ C/S

Name: Roberto Venier

Title: President

I have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF ERIN

Per:  _____ C/S

Mayor

Per:  _____ C/S

Town Manager

SCHEDULE "A"**LEGAL DESCRIPTION**

CONSOLIDATED OF VARIOUS PROPERTIES: LOT 7, PLAN 129, PART 7 ON 61R10516 AND BLK 10 AND PART BLOCK 9 PLAN 790, PARTS 1, 2, 3, 4, 5 & 6 ON 61R10516; S/T EASEMENT OVER PART ON 61R10516; S/T EASEMENT OVER PART ON 61R10516 AS IN RO613593, TOWN OF ERIN, BEING ALL OF THE LANDS IN PIN 71161-0493 (LT)

SCHEDULE "C-1"

**To the Subdivision Agreement between the
Town of Erin and 1333901 Ontario Limited**

**Estimated Costs of Services to be Constructed
in Accordance with Schedule 'C'**

PHASE 1

| | Subdivision Agreement |
|---|----------------------------------|
| 1. Sitework | \$160,000.00 |
| 2. Storm Drainage Works | |
| 2.1 Ditches and Culverts | \$19,145.00 |
| 2.2 SWM Pond | \$12,000.00 |
| 2.3 SWM Landscaping | \$8,000.00 |
| 2.4 SWM Fencing | \$2,730.00 |
| 2.5 Trail | \$6,080.00 |
| 3. Roadworks - Year One | |
| 3.1 Fine Grade Road Allowance | \$21,200.00 |
| 3.2 Supply, Place and Compact Granular Road Base - Granular A | \$43,785.00 |
| Road Base - Granular B | \$72,810.00 |
| 3.3 Supply and Place Concrete Curb | \$7,920.00 |
| 3.4 Supply and Place 50 mm HL8 Hot Mix | \$39,935.00 |
| 3.5 Supply and Place 100 mm Dia. Subdrain | \$2,340.00 |
| 3.6 Supply and Place 125 mm Topsoil and Sod within Road Allowance | \$13,860.00 |
| 4. Completion of Roadworks | |
| 4.1 Supply and Place 40 mm HL3 Hot Mix | \$46,030.00 |
| 4.2 Trees | \$8,000.00 |
| 5. Street and Traffic Control Signs | |
| 5.1 Signs | \$1,000.00 |
| 6. Street Lighting | |
| 6.1 Street Pole and Luminaires | \$22,000.00 |
| 7. Boundary Fencing | |
| 7.1 Standard Highway Fence | \$19,615.00 |
| Sub-Total | \$506,450.00 |
| Engineering (6.0%) | \$30,387.00 |
| Sub-Total | \$536,837.00 |
| H.S.T. (13%) | \$69,788.81 |
| TOTAL | \$606,625.81 |
| x 1.25 | \$758,282.26 |

SCHEDULE "C-2"

**To the Subdivision Agreement between the
Town of Erin and 1333901 Ontario Limited**

**Estimated Costs of Services to be Constructed
in Accordance with Schedule 'C'**

PHASE 2

| | Subdivision Agreement |
|---|----------------------------------|
| 1. Sitework | \$88,000.00 |
| 2. Storm Drainage Works | |
| 2.1 Ditches and Culverts | \$291,500.00 |
| 2.2 SWM Pond | \$12,000.00 |
| 2.3 SWM Landscaping | \$8,000.00 |
| 2.4 SWM Fencing | \$3,345.00 |
| 3. Roadworks - Year One | |
| 3.1 Fine Grade Road Allowance | \$8,000.00 |
| 3.2 Supply, Place and Compact Granular | |
| Road Base - Granular A | \$21,990.00 |
| Road Base - Granular B | \$35,905.00 |
| 3.3 Supply and Place Concrete Curb | \$6,115.00 |
| 3.4 Supply and Place 50 mm HL8 Hot Mix | \$19,945.00 |
| 3.5 Supply and Place 100 mm Dia. Subdrain | \$1,790.00 |
| 3.6 Supply and Place 125 mm Topsoil and Sod within Road Allowance | \$4,850.00 |
| 4. Completion of Roadworks | |
| 4.1 Supply and Place 40 mm HL3 Hot Mix | \$24,865.00 |
| 4.2 Trees | \$7,000.00 |
| 5. Street and Traffic Control Signs | |
| 5.1 Signs | \$1,000.00 |
| 6. Street Lighting | |
| 6.1 Street Pole and Luminaires | \$12,000.00 |
| 7. Boundary Fencing | |
| 7.1 Standard Highway Fence | \$18,050.00 |
| Sub-Total | \$564,355.00 |
| Engineering (6.0%) | \$33,861.30 |
| Sub-Total | \$598,216.30 |
| H.S.T. (13%) | \$77,768.12 |
| TOTAL | \$675,984.42 |
| x 1.25 | \$844,980.52 |

SCHEDULE "C-3"

**To the Subdivision Agreement between the
Town of Erin and 1333901 Ontario Limited**

**Estimated Costs of Services to be Constructed
in Accordance with Schedule 'C'**

PHASE 3

| | Subdivision Agreement |
|---|----------------------------------|
| 1. Sitework | \$185,000.00 |
| 2. Storm Drainage Works | |
| 2.1 Ditches and Culverts | \$429,500.00 |
| 2.2 SWM Pond | \$20,000.00 |
| 2.3 SWM Landscaping | \$12,000.00 |
| 2.4 SWM Fencing | \$4,000.00 |
| 3. Roadworks - Year One | |
| 3.1 Fine Grade Road Allowance | \$23,145.00 |
| 3.2 Supply, Place and Compact Granular Road Base - Granular A | \$47,370.00 |
| Road Base - Granular B | \$78,300.00 |
| 3.3 Supply and Place Concrete Curb | \$15,050.00 |
| 3.4 Supply and Place 50 mm HL8 Hot Mix | \$40,680.00 |
| 3.5 Supply and Place 100 mm Dia. Subdrain | \$4,525.00 |
| 3.6 Supply and Place 125 mm Topsoil and Sod within Road Allowance | \$15,700.00 |
| 4. Completion of Roadworks | |
| 4.1 Supply and Place 40 mm HL3 Hot Mix | \$50,625.00 |
| 4.2 Trees | \$8,000.00 |
| 5. Street and Traffic Control Signs | |
| 5.1 Signs | \$2,000.00 |
| 6. Street Lighting | |
| 6.1 Street Pole and Luminaires | \$26,000.00 |
| 7. Boundary Fencing | |
| 7.1 Standard Highway Fence | \$24,670.00 |
| Sub-Total | \$986,565.00 |
| Engineering (6.0%) | \$59,193.90 |
| Sub-Total | \$1,045,758.90 |
| H.S.T. (13%) | \$135,948.66 |
| TOTAL | \$1,181,707.56 |
| x 1.25 | \$1,477,134.45 |

SCHEDULE "C-4"

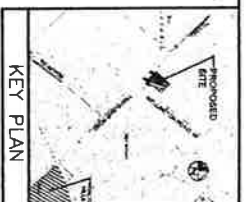
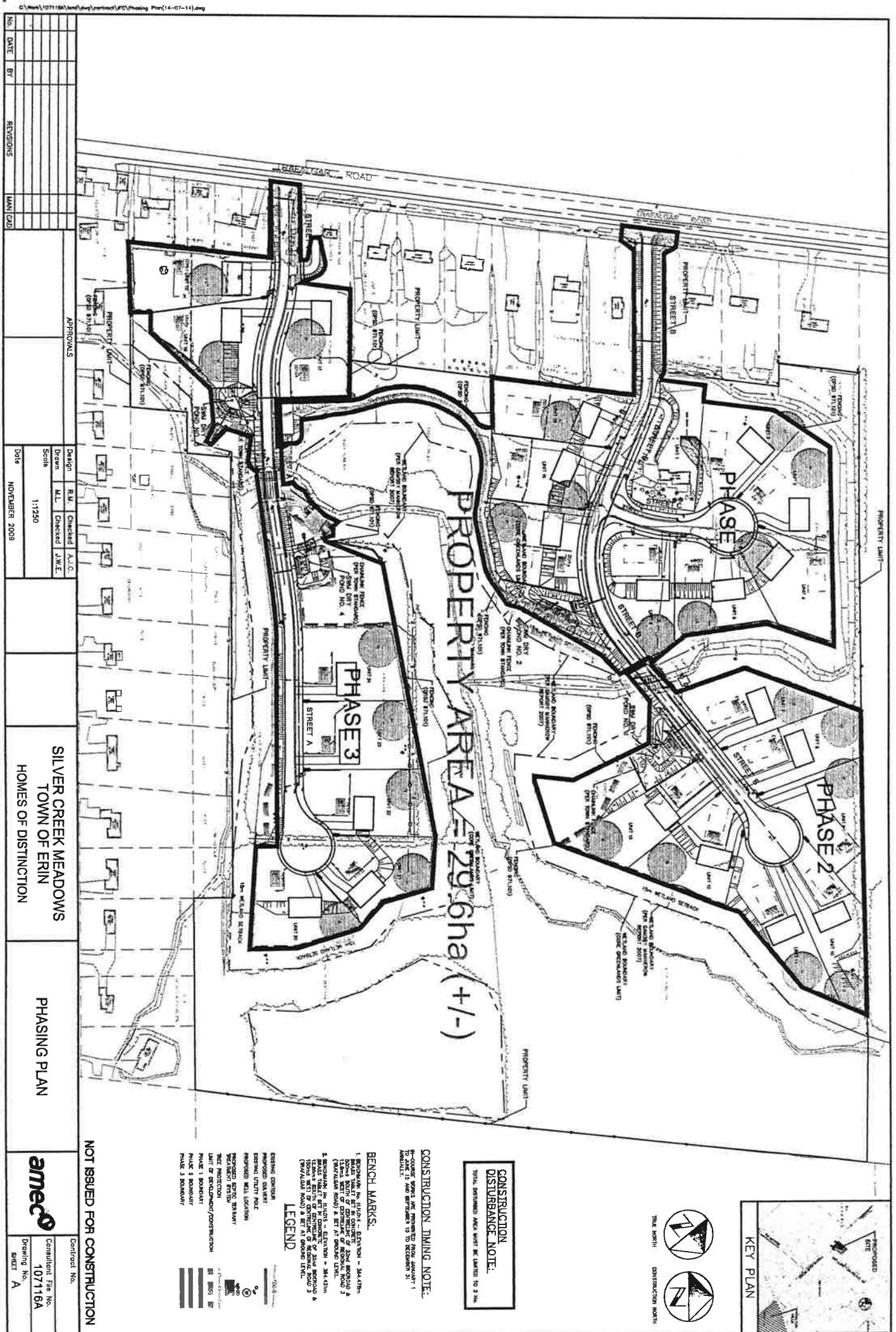
- To the Subdivision Agreement between the
Town of Erin and 1333901 Ontario Limited

**Estimated Costs of Services to be Constructed
in Accordance with Schedule 'C'**

Summary of Phase 1, 2 & 3

| | Subdivision Agreement |
|---|----------------------------------|
| 1. Sitework | \$433,000.00 |
| 2. Storm Drainage Works | |
| 2.1 Ditches and Culverts | \$740,145.00 |
| 2.2 SWM Pond | \$44,000.00 |
| 2.3 SWM Landscaping | \$28,000.00 |
| 2.4 SWM Fencing | \$10,075.00 |
| 2.5 Trail | \$6,080.00 |
| 3. Roadworks - Year One | |
| 3.1 Fine Grade Road Allowance | \$52,345.00 |
| 3.2 Supply, Place and Compact Granular | |
| Road Base - Granular A | \$113,145.00 |
| Road Base - Granular B | \$187,015.00 |
| 3.3 Supply and Place Concrete Curb | \$29,085.00 |
| 3.4 Supply and Place 50 mm HL8 Hot Mix | \$100,560.00 |
| 3.5 Supply and Place 100 mm Dia. Subdrain | \$8,655.00 |
| 3.6 Supply and Place 125 mm Topsoil and Sod within Road Allowance | \$34,410.00 |
| 4. Completion of Roadworks | |
| 4.1 Supply and Place 40 mm HL3 Hot Mix | \$121,520.00 |
| 4.2 Trees | \$23,000.00 |
| 5. Street and Traffic Control Signs | |
| 5.1 Signs | \$4,000.00 |
| 6. Street Lighting | |
| 6.1 Street Pole and Luminaires | \$60,000.00 |
| 7. Boundary Fencing | |
| 7.1 Standard Highway Fence | \$62,335.00 |
| Sub-Total | \$2,057,370.00 |
| Engineering (6.0%) | \$123,442.20 |
| Sub-Total | \$2,180,812.20 |
| H.S.T. (13%) | \$283,505.59 |
| TOTAL | \$2,464,317.79 |
| x1.25 | \$3,080,397.23 |

SCHEDULE "C-5"



CONSTRUCTION DISTURBANCE NOTE:
TOTAL DISTURBED AREA SHALL BE LIMITED TO 3 HA.

CONSTRUCTION TIMING NOTE:
PRE-CONCRETE WORKS ARE PROPOSED FROM JANUARY 1 TO APRIL 30 AND REPAIRS TO 15 TO OCTOBER 31 MAXIMUM.

BENCH MARKS:
1. BENCHMARK 'M1' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
2. BENCHMARK 'M2' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
3. BENCHMARK 'M3' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
4. BENCHMARK 'M4' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
5. BENCHMARK 'M5' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
6. BENCHMARK 'M6' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
7. BENCHMARK 'M7' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
8. BENCHMARK 'M8' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
9. BENCHMARK 'M9' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE
10. BENCHMARK 'M10' (ELEVATION = 344.97m) - BENCH MARK SET AT CONSTRUCTION SITE

LEGEND
PROPERTY BOUNDARY
PHASE 1 BOUNDARY
PHASE 2 BOUNDARY
PHASE 3 BOUNDARY
EXISTING CONCRETE
PROPOSED CONCRETE
PROPOSED UTILITY POLE
PROPOSED WELL LOCATION
PROPOSED OPTIC NETWORK
THAT PROTECTION
LIMIT OF DEVELOPMENT/CONSTRUCTION
PHASE 1 BOUNDARY
PHASE 2 BOUNDARY
PHASE 3 BOUNDARY

NOT ISSUED FOR CONSTRUCTION

| | | | | | | | | | | | | | |
|-----------------------|--|-----------|--|---|--|--|--|--------------|--|--|--|--|--|
| No. DATE BY REVISIONS | | APPROVALS | | Design R.M. Checked A.J.C. Drawn M.L. Checked J.W.E. Scale 1:1250 Date NOVEMBER 2009 | | SILVER CREEK MEADOWS TOWN OF ERIN HOMES OF DISTINCTION | | PHASING PLAN | | | | Contract No. Consultant File No 107116A Drawing No SHEET A Date MAY 14, 2014 - J.B.E. | |
|-----------------------|--|-----------|--|---|--|--|--|--------------|--|--|--|--|--|

SCHEDULE “D”

LANDS TO BE CONVEYED FREE OF CHARGE TO THE TOWN OF ERIN AND COUNTY OF WELLINGTON

SCHEDULE OF LANDS- SILVERCREEK MEADOWS- TRANSFERS- PRE-VACANT LAND CONDOMINIUM, TOWN OF ERIN, BALLINAFAD- FILE No. 23CD03001

Lands to be dedicated to the County of Wellington:

Daylightings on Trafalgar Road:

Part of Block 9, Registered Plan 790, Town of Erin, County of Wellington, being Parts 16 & 17, Plan 61R-20343

Widening of Trafalgar Road:

Part of Block 10, Registered Plan 790 and Part of Lot 7, Registered Plan 129, Town of Erin, County of Wellington, being Parts 12, Plan 61R-20343

Lands to be dedicated to the Town of Erin:

Future Roads:

Part of Block 9, Registered Plan 790, Town of Erin, County of Wellington, being Parts 1 & 4, Plan 61R-20343

Part of Blocks 9 & 10, Registered Plan 790, Part of Lot 7, Registered Plan 129, Town of Erin, County of Wellington, being Part 9, Plan 61R-20343

Storm water management blocks:

Part of Block 9, Registered Plan 790, Town of Erin, County of Wellington, being Parts 7, 8, 22 & 23, Plan 61R-20343

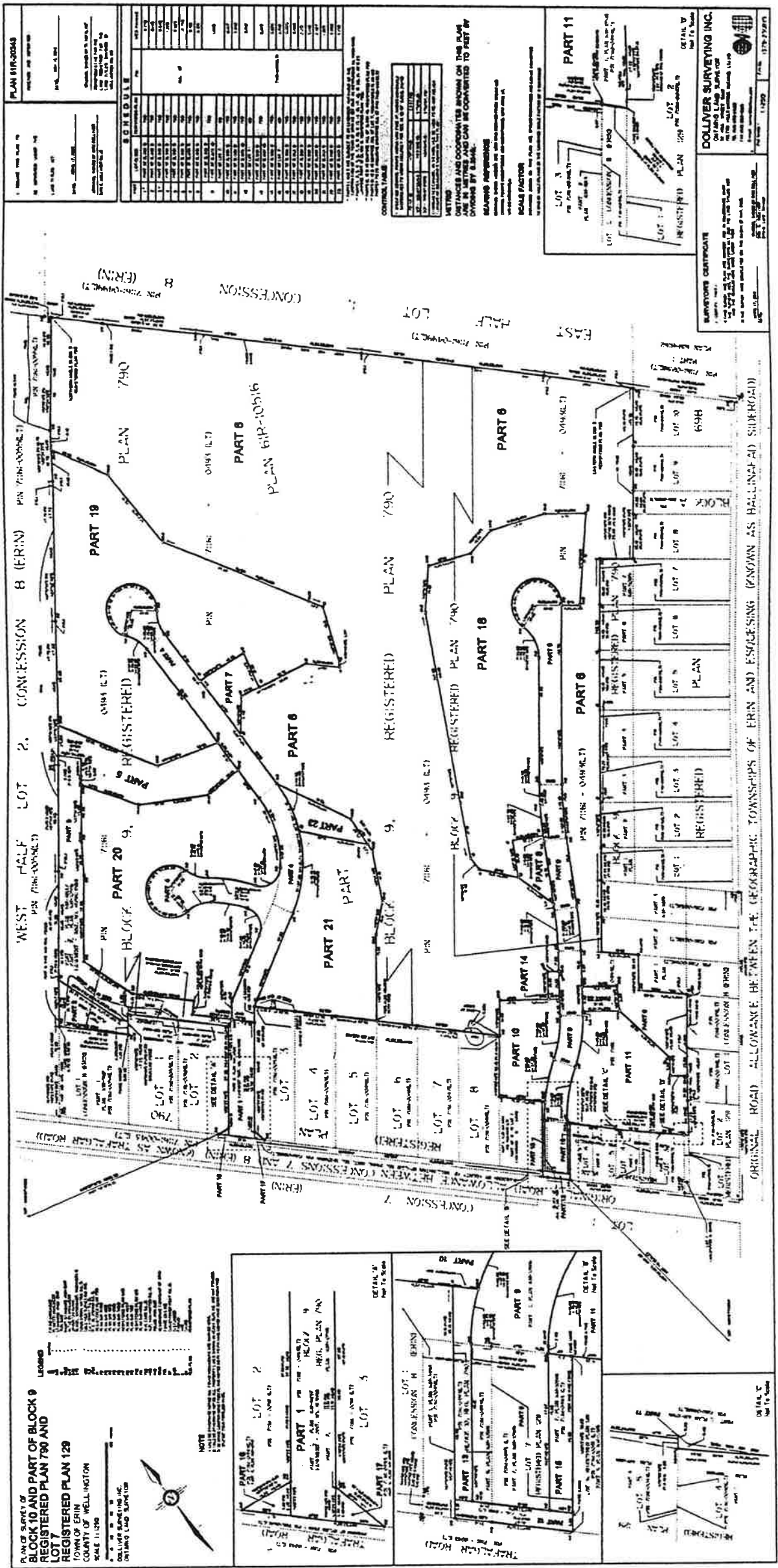
Wetland and Open Space:

Part of Block 9, Registered Plan 790, Town of Erin, County of Wellington, being Parts 2, 3, 5 & 6, Plan 61R-20343

Other Lands to be transferred to the Town of Erin:

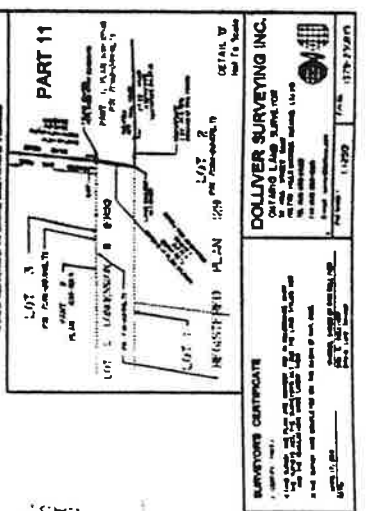
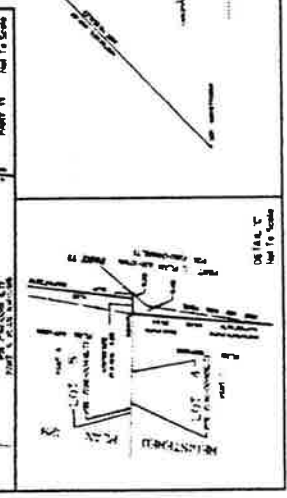
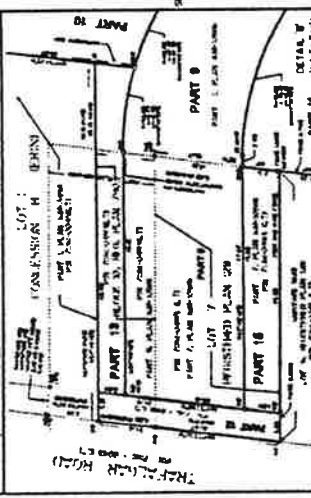
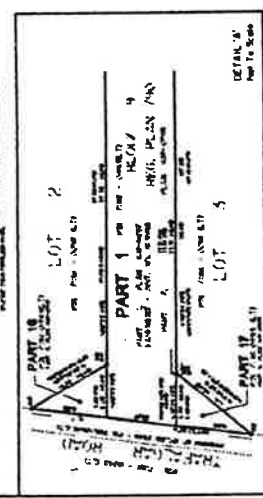
Part of Blocks 9 & 10, Registered Plan 790, Town of Erin, County of Wellington, being Part 13, Plan 61R-20343

Part of Lot 7, Registered Plan 129, Town of Erin, County of Wellington, being Part 15, Plan 61R-20343



PLAN OF SURVEY OF BLOCK 10 AND PART OF BLOCK 9 REGISTERED PLAN 790 AND LOT 7 REGISTERED PLAN 129 TOWN OF ERIN COUNTY OF WELLINGTON SCALE 1:1250
 DOLLIVER SURVEYING INC. ONTARIO LAND SURVEYOR

NOTE:
 1. THIS PLAN IS A PART OF A SURVEY OF THE TOWN OF ERIN AND COUNTY OF WELLINGTON.
 2. THE TOWN OF ERIN AND COUNTY OF WELLINGTON ARE THE OWNERS OF THE LANDS SHOWN ON THIS PLAN.
 3. THE LANDS SHOWN ON THIS PLAN ARE TO BE CONVEYED FREE OF CHARGE TO THE TOWN OF ERIN AND COUNTY OF WELLINGTON.
 4. THE TOWN OF ERIN AND COUNTY OF WELLINGTON ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN.
 5. THE TOWN OF ERIN AND COUNTY OF WELLINGTON ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF ANY ACTION TAKEN ON THE BASIS OF THIS PLAN.



SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly qualified and licensed Ontario Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office, and that the same has been examined and found to conform with the provisions of the Survey Act, R.S.O. 1990, Chapter S.5, and the Regulations thereunder.

DOLLIVER SURVEYING INC.
 ONTARIO LAND SURVEYOR
 1100 SHEPPARD AVENUE EAST, SUITE 100
 SCARBOROUGH, ONTARIO M1B 3Y9
 TEL: (416) 291-1100
 FAX: (416) 291-1101

SCHEDULE "D-1"**ESTIMATED COST OF THE PRE-GRADING WORKS**

| | Subdivision Agreement |
|----------------------------------|----------------------------------|
| 1. Pre-Grading Works for Phase 1 | \$ 160,000.00 |
| Engineering (6.0%) | <u>\$ 9,600.00</u> |
| Sub-Total | \$ 169,600.00 |
| H.S.T. (13%) | <u>\$ 22,048.00</u> |
| TOTAL | \$ 191,648.00 |
| x1.25 | \$ 239,560.00 |
| 2. Pre-Grading Works for Phase 2 | \$ 88,000.00 |
| Engineering (6.0%) | <u>\$ 5,280.00</u> |
| Sub-Total | \$ 93,280.00 |
| H.S.T. (13%) | <u>\$ 12,126.40</u> |
| TOTAL | \$ 105,406.40 |
| x1.25 | \$ 131,758.00 |
| 3. Pre-Grading Works for Phase 3 | \$ 185,000.00 |
| Engineering (6.0%) | <u>\$ 11,100.00</u> |
| Sub-Total | \$ 196,100.00 |
| H.S.T. (13%) | <u>\$ 25,493.00</u> |
| TOTAL | \$ 221,593.00 |
| x1.25 | \$ 276,991.25 |

SCHEDULE "D-2"**ESTIMATED COST OF THE BALANCE OF WORKS TO BE CONSTRUCTED**

| | Subdivision Agreement |
|---|----------------------------------|
| 1. Remaining Balance of Works for Phase 1 | \$ 346,450.00 |
| Engineering (6.0%) | <u>\$ 20,787.00</u> |
| Sub-Total | \$ 367,237.00 |
| H.S.T. (13%) | <u>\$ 47,740.81</u> |
| TOTAL | \$ 414,977.81 |
| x1.25 | \$ 518,722.26 |
| | |
| 2. Remaining Balance of Works for Phase 2 | \$ 476,355.00 |
| Engineering (6.0%) | <u>\$ 28,581.30</u> |
| Sub-Total | \$ 504,936.30 |
| H.S.T. (13%) | <u>\$ 65,641.72</u> |
| TOTAL | \$ 570,578.02 |
| x1.25 | \$ 713,222.52 |
| | |
| 3. Remaining Balance of Works for Phase 3 | \$ 801,565.00 |
| Engineering (6.0%) | <u>\$ 48,093.90</u> |
| Sub-Total | \$ 849,658.90 |
| H.S.T. (13%) | <u>\$ 110,455.66</u> |
| TOTAL | \$ 960,114.56 |
| x1.25 | \$ 1,200,143.20 |

SCHEDULE "E"

MONIES PAYABLE TO THE TOWN

| ITEM | AMOUNT |
|--|---|
| In accordance with Paragraph 4(e), the Owner agrees to pay the Town the costs of the Town's administrative expenses in connect with this Agreement, including without limiting the generality of the foregoing, such expenses as legal, engineering, surveying, planning and inspection expenses. As required by Paragraph 4(e), the Owner shall deposit \$10,000.00 with the Town to secure the Town's costs. | \$10,000.00 |
| Development Charges (payable at time of building permit issuance) <ol style="list-style-type: none"> 1. Town of Erin 2. County of Wellington 3. Education | As applicable at time of building permit issuance |
| Grading Deposit (per lot) in accordance with Paragraphs 19(h) and 19(i) | \$2,500.00 per lot |
| Plot Plan review (per lot) | \$500.00 per lot |
| Building Permit fee (per lot) | To be determined |
| Septic System permit fee (per lot) | \$500.00 per lot |
| In accordance with Paragraph 5(l), the Owner agrees to pay cash in lieu of parkland upon execution of the Condominium Development Agreement by all parties | \$120,000.00 |
| Any other monies, which might become due to the Town in accordance with the Agreement | |

SCHEDULE "F"

APPROVED ENGINEERING DRAWINGS AND SPECIFICATIONS

Plans prepared by AMEC Environment & Infrastructure

| Sheet No. | Description | Rev No. | Date |
|-----------|--|---------|---------------|
| | Cover Page | | |
| 1 | General Notes & Details | 9 | April 11 2014 |
| 2 | General Overview | 9 | April 11 2014 |
| 3 | Lot Grading - Street 'C' | 9 | April 11 2014 |
| 4 | Lot Grading - Street 'B' (West) | 9 | April 11 2014 |
| 5 | Lot Grading - Street 'B' (East) | 9 | April 11 2014 |
| 6 | Lot Grading - Street 'A' (West) | 9 | April 11 2014 |
| 7 | Lot Grading - Street 'A' (East) | 9 | April 11 2014 |
| 8 | Plan & Profile - Street 'C' | 9 | April 11 2014 |
| 9 | Plan & Profile - Street 'B' (West) | 9 | April 11 2014 |
| 10 | Plan & Profile - Street 'B' (East) | 9 | April 11 2014 |
| 11 | Plan & Profile - Street 'A' (West) | 9 | April 11 2014 |
| 12 | Plan & Profile - Street 'A' (East) | 9 | April 11 2014 |
| 13 | Street 'B' Sections | 9 | April 11 2014 |
| 14 | Street 'A' Sections | 9 | April 11 2014 |
| 17 | Erosion and Sediment Control | 9 | April 11 2014 |
| 18 | Erosion and Sediment Control Notes & Details | 9 | April 11 2014 |
| 19 | SWM - Dry Pond 1 | 9 | April 11 2014 |
| 20 | SWM - Dry Pond 2 | 9 | April 11 2014 |
| 21 | SWM - Dry Pond 3 | 9 | April 11 2014 |
| 22 | SWM - Dry Pond 4 | 10 | April 11 2014 |
| S01 | Precast Culvert General Arrangement - Street 'A' | 2 | April 17 2014 |
| S02 | Street 'A' Culvert - Detailed Erosion and Sediment Control | 2 | April 17 2014 |
| S03 | Precast Culvert Reinforcing Details - Street 'A' | 2 | April 17 2014 |
| S04 | Precast Culvert Reinforcing Details - Street 'A' | 2 | April 17 2014 |
| S05 | Culvert Elevations - Street 'A' | 2 | April 17 2014 |
| S06 | Precast Culvert General Arrangement - Street 'B' | 2 | April 17 2014 |
| S07 | Street 'B' Culvert - Detailed Erosion and Sediment Control | 2 | April 17 2014 |
| S08 | Precast Culvert Reinforcing Details - Street 'B' | 2 | April 17 2014 |
| S10 | Typical Details | 2 | April 17 2014 |
| W1 | Floodline Plan | 9 | April 11 2014 |
| W2 | Snow's Creek Temporary Watercourse Diversion (Street 'A') | 7 | April 11 2014 |
| W3 | Snow's Creek Watercourse Works (Street 'A') | 7 | April 11 2014 |
| W4 | North Tributary Watercourse Works (Street 'B') | 7 | April 11 2014 |
| W5 | Berm Sections | 7 | April 11 2014 |
| W6 | Watercourse Profiles | 7 | April 11 2014 |
| W7 | Watercourse Sections & Details | 7 | April 11 2014 |

Plans prepared by Cosburn Nauboris Ltd.

| | | | |
|-------|---------------------------------|---|---------------|
| L1 | Landscape Plan | 5 | March 28 2014 |
| L2 | Landscape Plan | 5 | March 28 2014 |
| LW1 | SWM Pond No. 1 Restoration Plan | 5 | March 28 2014 |
| LW2 | SWM Pond No. 2 Restoration Plan | 5 | March 28 2014 |
| LW3 | SWM Pond No. 3 Restoration Plan | 5 | March 28 2014 |
| LW4 | SWM Pond No. 4 Restoration Plan | 5 | March 28 2014 |
| LD1 | Details | 5 | March 28 2014 |
| LW-D2 | SWM - Pond Restoration Details | 5 | March 28 2014 |

Plans Prepared by DaTom Group Ltd.

| | | | |
|-------------|---|---|--------------|
| 13-111-NT1 | Notes and Standards | 2 | April 4 2014 |
| 13-111-ST1 | Standards | 2 | April 4 2014 |
| 13-111-HD1 | Hydro Distribution System & Street Lighting Design (PH 1) | 2 | April 4 2014 |
| 13-111-SC1 | Schematic (PH 1) | 2 | April 4 2014 |
| 13-111-CU1 | Composite Utility Plan (PH 1) | 2 | April 4 2014 |
| 13-111- HD1 | Hydro Distribution System & Street Lighting Design (PH 3) | 2 | April 4 2014 |
| 13-111- HD2 | Hydro Distribution System & Street Lighting Design (PH 1 & 2) | 2 | April 4 2014 |
| 13-111-SC1 | Schematic (PH 1, 2 & 3) | 2 | April 4 2014 |
| 13-111-PM1 | Photometrics (PH3) | 2 | April 4 2014 |
| 13-111-PM2 | Photometrics (PH 1 & 2) | 2 | April 4 2014 |

SCHEDULE "G"

CONDITIONS OF APPROVAL &

LAPSE DATE EXTENSION LETTER FROM COUNTY OF

WELLINGTON

THE CORPORATION OF THE COUNTY OF WELLINGTON

With respect to an application (File No. 23CD-03001) by Silvercreek Meadows pursuant to the provisions of Section 51 of the *Planning Act*, R.S.O. 1990, as amended, and pursuant to the *Condominium Act*, 1998, for approval of a plan of vacant land of condominium to be registered as one condominium corporation, being located on Lot 7, Registered Plan 129 and Block 10 and Part of Block 9, Registered Plan 790, geographic Township of Erin, now Town of Erin, County of Wellington. Draft Approval is granted on February 9, 2007, subject to the following conditions of approval:

**CONDITIONS OF APPROVAL FOR
DRAFT PLAN OF VACANT LAND CONDOMINIUM 23CD-03001**

- | No. | Condition |
|-----|---|
| 1) | THAT this draft approval applies to the Draft Plan of Vacant Land Condominium, File No. 23CD-03-001 as prepared by Dan Dolliver dated March 17, 2005 and redline revised last on October 4, 2006, signed by the surveyor on October 5, 2006, and signed by the Owner on October 6, 2006, to show 24 units and 11 additional parcels within a 29.8 hectare property; the final plans are to be reviewed and cleared to the satisfaction of the Town of Erin. Block 33 forms the Common Elements component of this vacant land condominium. The residential development is to be serviced with privately-owned wells and individual septic systems with tertiary treatment, monitored by the condominium corporation. |
| 2) | THAT the Town of Erin provide written confirmation to the County of Wellington that the appropriate zoning is in effect for the development of the subject lands. |
| 3) | THAT the streets shall be named and the units numbered to the satisfaction of the Town of Erin; and where those streets are not extensions of existing streets, that the County of Wellington Planning Department shall confirm such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington. And that, the turning radii in the final approved plan be 22.0 metres. |
| 4) | THAT the Owner satisfies the requirements of the Town of Erin for parkland dedication in the amount of \$120,000.00 accordance with the provisions of the <i>Planning Act</i> , R.S.O. 1990, as amended. |
| 5) | THAT lands described on the plan as "additional lands owned by applicant to be dedicated to the Town of Erin" and Streets A, B & C be dedicated to the Town of Erin. |
| 6) | THAT the Development Agreement between the Owner and the Town of Erin shall include a provision, satisfactory to the Town of Erin, whereby the Owner meets the requirements of the Erin Fire Department. |
| 7) | THAT no work occur on the site until the owner has entered into a development agreement with the Town whereby the Owner shall undertake to register the vacant land condominium plan as one condominium corporation to the satisfaction of the Town of Erin. |

- 8) THAT the Owner enters into a development agreement with the Town of Erin for the purposes of satisfying all the requirements, financial and otherwise, of the Town of Erin. Without limiting the generality of the foregoing, the condominium development agreement shall contain provisions which are satisfactory to the Town of Erin concerning the provision of roads, signage, installation of services and potable water facilities, environmental monitoring, protection and enhancement of natural area, waste disposal systems, storm water management and drainage, and release of securities and also include provisions which address the following;
- a) The opportunity for the Town to review and approve any proposed condominium description, declaration and any arrangements for shared use of facilities and any related agreements and easements in respect of this condominium development prior to final approval;
 - b) That an exterior sign, not less than 1 metre by 1.5 metres, be posted on site to the satisfaction of the Town. This sign shall clearly show on-site and adjacent land uses and the off-site location of Canada Post mail boxes.
 - c) The installation, completion, operation, and maintenance of all stormwater management systems be in accordance with the approved plans throughout all phases of grading and construction;
 - d) That the owner agrees to provide the Town with a cash deposit or letter of credit to be determined as per the maintenance and monitoring requirements of the storm water management facilities. The amount will be determined from the detailed storm water management facility design and shall be acquired upon assumption of storm water management facilities as per the Development Agreement. The developer will be responsible for the monitoring and maintenance for a period of two (2) years after registration of the condominium plan.
 - e) That the owner prepare and submit to the Town a tree plan showing the location and species of all existing trees equal to or greater than 130mm caliper in the development areas and denote the trees which are intended to be preserved to the satisfaction of the Town of Erin and include the method of preserving these trees during the construction phase within the Development Agreement. The owner shall attempt to maintain the hedgerows on the property where possible.
 - f) That the owner provides a trail system through the core greenlands to the satisfaction of the Town of Erin.
 - g) That the owner prepare and implement a landscape restoration and enhancement plan for the storm water management facility and core greenland blocks in consultation with the Credit Valley Conservation Authority and to the satisfaction and approval of the Town of Erin which includes planting, grading, sodding, hydroseeding, fencing, the trail system and storm water management facilities and further, that the applicant post security acceptable to the Town Treasurer to assure the rehabilitation of any creek block/open space area which may be disturbed during the development of the condominium.

- h) That the Owner provide a fencing plan to demarcate the boundaries between abutting private lands, core greenlands and the units/lots of the plan of condominium prior to the application for building permits to the satisfaction of the Town of Erin.
- i) That the Owner retains qualified hydrogeologist consultant(s) to prepare and implement a private well monitoring program for adjacent residents which will include a review of the status of their water supply before construction is initiated.
- j) The developer shall develop an approach satisfactory to the Town of Erin dealing with well interference (quality and/or quantity) complaints, received by the developer, developer's agents, the Ontario Ministry of the Environment, or the Town of Erin. Without limiting the generality of the foregoing, the approach shall include provisions dealing with the:
 - i) investigation of complaints;
 - ii) provision of water to the affected homeowner where an adverse impact has been determined;
 - iii) posting of securities with the Town to ensure the provision of water, including the provision of a temporary water supply, where needed, while a complaint is being investigated;
 - iv) duration of securities and the process for their release.
- k) That the Owner shall develop the lots and blocks in accordance with the Ontario Building Code and all approved plans, including but not limited to, servicing plan, grading and drainage plan, building elevations and building drawings and mechanical drawings approved by the Town of Erin and the environmental implementation report for this development, prior to the final approval of the plan of condominium. For those parts of the common elements component not completed prior to final approval, the Owner shall provide financial assurances to the satisfaction of the Town of Erin to ensure that all common elements (i.e. land, buildings, structures, facilities and services) are completed in a timely and satisfactory manner.
- l) That the Owner/Developer shall grade, construct services and develop the lands in accordance with the detailed development plan as approved by the Town. Prior to the Town of Erin's issue of a Use Permit, confirmation is required from the Municipal Engineer that final grading for the leaching bed areas, and unit sodding requirements have been completed to the Municipal Engineer's satisfaction.
- m) That the Owner shall make satisfactory arrangements with the appropriate Hydro Provider for the provision of permanent and/or temporary electrical services to this plan of condominium;
- n) That the Owner shall make satisfactory arrangements with the appropriate Telephone Provider for the provision of permanent and/or temporary telephone services to this plan of condominium;

- o) That the Owner shall retain a qualified engineering consultants, who specializes in the design and installation of private tertiary sewage treatment systems, to prepare and submit the necessary detailed site plan with each application for a Certificate of Approval of a private tertiary sewage treatment system and the same consultant(s) shall be responsible for all of the following:
- i) Preparation of the detailed individual site plan, in accordance with the recommendations of the Environmental Implementation Report, illustrating all proposed buildings and structures and their elevations, the driveway and activity areas (including reserve area for swimming pool), the location of the septic tank, pump tank or siphon (if required), the detailed design of the leaching bed area (and where a full or partially raised leaching bed if proposed, a detailed cross-section), all existing and proposed grades, including retaining walls and terraces, natural features and vegetation (existing and to be removed), the method of disposing of storm water (drainage swales, directions and grades) and all erosion control and sedimentation features.
 - ii) Inspection of one or more test pits and preparation of grain-size analysis report and water table evaluation report. Where imported fill material is required, the Consulting Engineer shall provide a grain-size analysis report on the proposed fill and shall obtain approval from the Chief Building Official prior to placement on site. For raised beds, there shall be supervision satisfactory to the Town of Erin of the layout, excavation and scarification of the leaching bed bottom and placement of fill to ensure compliance with design and grading criteria.
- p) That eaves trough, foundation drains and surface/storm water drainage must not be directed to the sewage disposal system, nor unto or into the ground surface in the vicinity of the tile bed area in order to limit the impact of stormwater on the operation of the leaching beds;
- q) That the owner prepares a homeowner's brochure that discusses stewardship and a septic owner's guide to the satisfaction of the Town of Erin and the Credit Valley Conservation. And that these are to be provided to each purchaser of a unit in the condominium.
- 9) THAT the development agreement between the Owner and the Town of Erin shall be registered against the lands to which it applies and that a copy of the condominium development agreement, as registered, be filed with the County of Wellington.
- 10) THAT the Development Agreement between the owner and the Town of Erin include a requirement that all offers of purchase and sale to potential condominium unit purchasers shall include the following statements:
- a) That each unit shall be serviced with a privately-owned individual septic system with tertiary treatment that will be the responsibility of the condominium to monitor in accordance with requirements of the condominium corporation maintenance agreements;
 - b) That the condominium corporation shall not permit the installation of underground lawn irrigation systems or eavestrough downspouts within the primary leaching bed area.

- c) That the condominium corporation shall not permit structures, including accessory buildings, swimming pools, foundations for antennae and dishes, and no landscaping involving decks, berms, foundations, paving stones or trees within the sewage disposal envelope.
 - d) That the adjacent core greenlands and storm water management facilities will include a public trail system.
 - e) That garbage pick-up collection is a County operated user pay system.
 - f) That mail pick-up is provided at a centralized off-site location.
 - g) That individual wells may have a sodium content which exceeds 200 mg per litre.
 - h) That the core greenlands/stormwater management facilities are to be left in a natural state and that no extensions of lawns or gardens are permitted into core greenlands or stormwater management facilities and that no lawn clippings or yard wastes are to be placed on core greenlands or stormwater management facilities.
- 11) THAT prior to any grading or construction on the site and prior to final approval of the plan of condominium, the Owner shall submit a report to the satisfaction of the Credit Valley Conservation Authority, that details the mitigation of environmental impacts and enhancements proposed for the core greenlands.
- a) That the Owner includes within the Report an outline of the monitoring program for the grading, stormwater management facility and enhancement planting. As a minimum, the grading should include monthly (and after every significant storm event) monitoring reports, with monitoring of the stormwater management facility and associated enhancement plant to occur for a minimum of two (2) years after condominium registration.
 - b) That the owner includes within the Report a phasing strategy for clearing land, stockpiling soil, and sediment and erosion controls. This report will include information on how the area and duration of exposed soil will be minimized, how runoff velocities will be kept low, how disturbed areas will be stabilized, and how these measures will be maintained.
 - c) That the stormwater management facilities be in conformance with the approved Stormwater Management Report, and confirmation be provided from a qualified professional that the stormwater management facility has been constructed in accordance with the approved plans, prior to the issuance of building permits.
 - d) That the stormwater management and sediment and erosion control structures operate and remain in good repair during the construction period to the satisfaction of the Town of Erin.
 - e) That a water quality and environmental monitoring plan be developed to the satisfaction Credit Valley Conservation that details the frequency and duration of monitoring, location of monitoring and parameters to be monitored.

- f) That the owner submit a stormwater implementation report to the satisfaction of Credit Valley Conservation and the Town of Erin that shows detailed design of the stormwater facility and conveyance system.
- 12) THAT the owner obtain a permit from Credit Valley Conservation, pursuant to Ontario Regulation 160/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines & Watercourses Regulation for crossing the watercourse and construction in the regulated area, prior to works taking place in the regulated area. And further, that the owner obtain approvals under the Federal Fisheries Act for works associated with crossing the watercourse, if necessary, to the satisfaction of the Credit Valley Conservation.
- 13) THAT the Development Agreement between the Owner and the Town of Erin contain provisions acceptable to the Town of Erin that require the condominium corporation to ensure scheduled inspection and maintenance of the individual privately-owned tertiary sewage disposal systems to the satisfaction of the Credit Valley Conservation Authority.
- 14) THAT lands described on the plan as "additional lands owned by applicant to be dedicated the County of Wellington" be dedicated to the County of Wellington as a road widening.
- 15) THAT the Owner enter into a written agreement with the County of Wellington to ensure that matters regarding access and use of Wellington Road 24 are to the satisfaction of the County Engineer. Without limiting the generality of the foregoing, the agreement shall address;
- a) The establishment of a traffic route to the subject property for construction vehicles;
 - b) The requirements for the issuance of an entrance permit for the subject development;
 - c) The determination of the existing condition and future use of Wellington Road 24 and, if required, obligations regarding maintenance and repair of this section of road.
- 16) THAT the Owner shall comply with Canada Posts' multi-unit policy which requires that the Owner provide a centralized mail facility at the Owner's expense.
- 17) THAT the Owner agrees in writing satisfactory to the Upper Grand District School Board to provide the Upper Grand District School Board with a digital file of the plan of condominium in either ARC/INFO export or DXF format containing parcel fabric and street network containing parcel fabric and street network.
- 18) THAT the Owner and the Wellington Catholic District School Board shall reach an agreement regarding the supply and erection of a sign on the subject land, at the owners expense, advertising potential Wellington Catholic District School Board supporters of the location of the schools serving the area and the current practice of busing students outside the immediate area should schools in the area be at capacity.

- 19) THAT the Owner's surveyor provides to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for a First Registration under the *Land Titles Act*, R.S.O. 1990, chapter L5.
- 20) THAT the Owner shall provide to the County of Wellington a digital file of the final plan of condominium (record drawings) which is compatible with AUTOCAD release 2004, and which includes a PCP (plot) file.
- 21) THAT the Owner shall provide to the County of Wellington for its review and approval the proposed condominium description and declaration and any arrangements for shared use of Block 33 (parkette) and any related agreements and easements in respect of this condominium development.
- 22) THAT the Owner's surveyor shall submit to the County of Wellington a written undertaking to provide to the County of Wellington a mylar copy of the final plan of condominium as registered in the Land Titles Office for Wellington (No. 61) within 21 days of the plan's having been registered.
- 23) THAT, if final approval is not given to this draft plan of condominium No. 23CDM-03-001 within five (5) years of this draft approval, and if no extensions to draft approval have been granted, draft approval shall lapse. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution of Council for the Town of Erin must be received by the Director of Planning for the County of Wellington prior to the lapsing date.
- 24) THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Town of Erin how conditions 1 to 10 (inclusive), 11 (d) and 11 (f) have been satisfied.
- 25) THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Credit Valley Conservation Authority how condition 8 (q), 11, 12 & 13, have been satisfied.
- 26) THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the County of Wellington Engineering Services how conditions 14 & 15 have been satisfied.
- 27) THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by Canada Post Corporation how condition 16 has been satisfied.
- 28) THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Upper Grand District School Board how condition 17 has been satisfied.
- 29) THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Wellington Catholic District School Board how condition 18 has been satisfied.

- 30) THAT prior to final approval by the County of Wellington, the Owner remit to the County of Wellington the applicable final approval fee which is in effect at the time of the presentation of the final plan for final approval.

NOTES to DRAFT APPROVAL

It is the applicants' responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, quoting the County plan of condominium file number (23CDM-03-001).

Clearances are required from the following agencies:

Town of Erin
 Credit Valley Conservation Authority
 Upper Grand District School Board
 Wellington Catholic District School Board
 Canada Post Corporation
 County of Wellington Engineering Services

If the agency condition relates to a condition(s) in the condominium development agreement, a copy of the development agreement should be sent to them. This will expedite the clearance of the final plan.

The costs of any relocations or revisions to Hydro facilities which are necessary to accommodate this subdivision will be borne by the developer.

The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval.

Measurements in final plans may be presented in measurements previously reviewed and approved by the Land Registrar.

 COUNTY OF WELLINGTON


PLANNING AND DEVELOPMENT DEPARTMENT
 GARY A. COUSINS, M.C.I.P., DIRECTOR
 TEL: (519) 837-2600
 FAX: (519) 823-1694
 1-800-663-0750

ADMINISTRATION CENTRE
 74 WOOLWICH STREET
 GUELPH ONTARIO
 N1H 3T9

January 4, 2012

Ruth Victor & Associates
 1243 Valleybrook Drive
 Oakville, Ontario L6H 4Y1

Dear Ms. Victor:

Re: Draft Plan of Subdivision 23CD-03001 – Silvercreek Meadows
 Lot 7, Registered Plan 129 and Block 10 and Part of Block 9, Registered Plan 790,
 geographic Township of Erin, now Town of Erin

Please be advised that an extension to Draft Approved Plan of Condominium File 23CD-03001 has been granted today, January 4, 2012. The lapse date for this Plan has been extended to January 5, 2017.

Should you require any further clarification or assistance, please contact me.

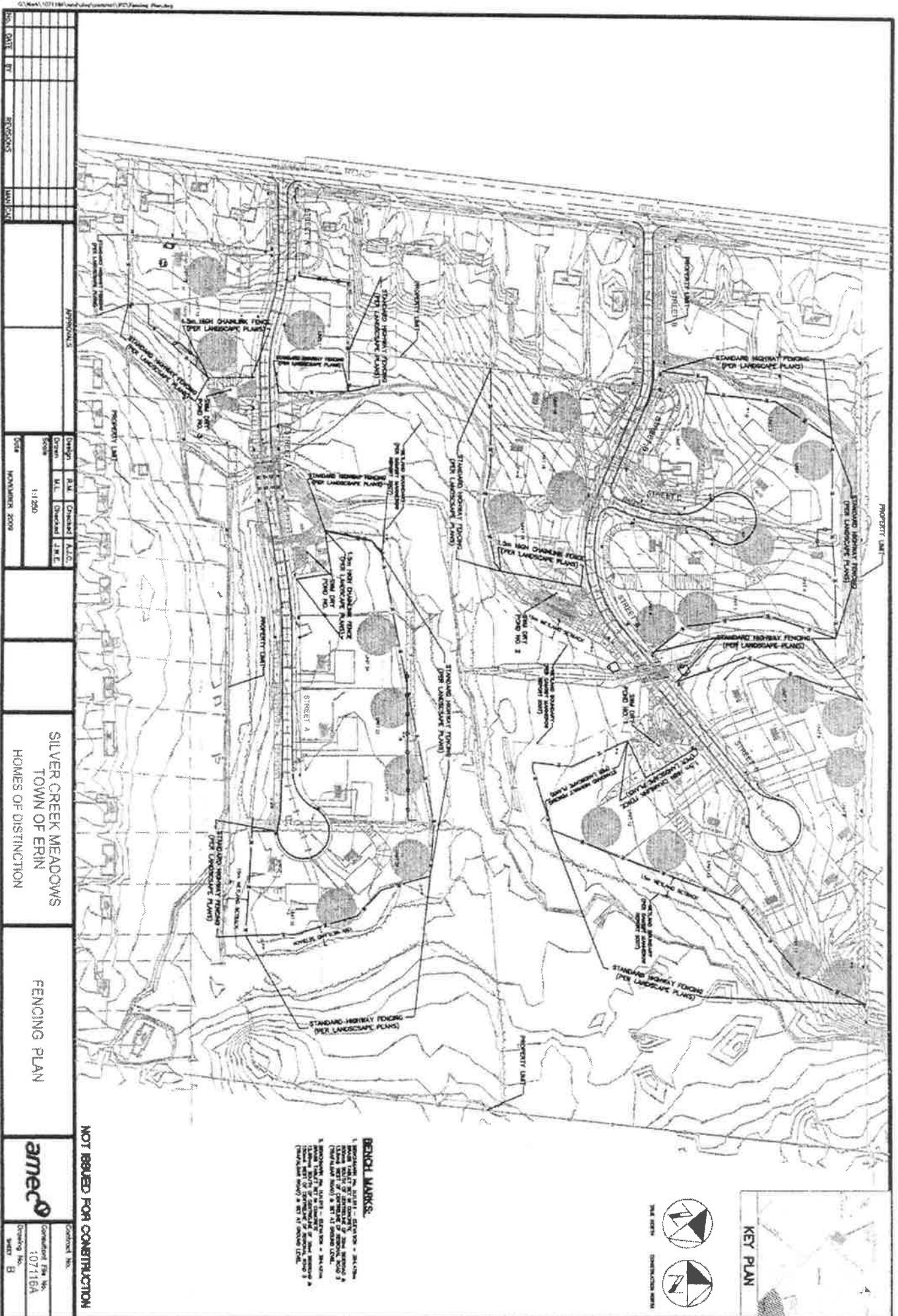
Sincerely,

Gary Cousins, MCIP, RPP
 Director of Planning

cc—Town of Erin

Credit Valley Conservation Authority
 Upper Grand District School Board
 Wellington Catholic District School Board
 Canada Post Corporation
 County of Wellington Engineering Services
 Homes of Distinction (2002) Inc. (3300 Guelph Line, R. R. #1, Burlington, Ontario L7R 3X4)

SCHEDULE "H" FENCING REQUIREMENTS



| | | | | | |
|---|------|----|-----------|------|----|
| NO. | DATE | BY | REVISIONS | DATE | BY |
| | | | | | |
| <p>PROJECT: SILVER CREEK MEADOWS TOWN OF ERIN HOMES OF DISTINCTION</p> <p>DATE: NOVEMBER 2009</p> <p>SCALE: 1:1250</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>PROJECT NO.: [Number]</p> <p>CONTRACT NO.: [Number]</p> <p>OPERATIONAL FILE NO.: 107116A</p> <p>DRAWING NO.: [Number]</p> <p>SHEET: B</p> | | | | | |

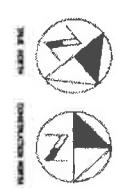
NOT ISSUED FOR CONSTRUCTION

BENCH MARKS:

1. ALL BENCH MARKS ARE TO BE SET AT THE CORNER OF THE LOT OR AT THE CENTER OF THE LOT.

2. ALL BENCH MARKS ARE TO BE SET AT THE CORNER OF THE LOT OR AT THE CENTER OF THE LOT.

3. ALL BENCH MARKS ARE TO BE SET AT THE CORNER OF THE LOT OR AT THE CENTER OF THE LOT.



KEY PLAN

SCHEDULE "I"

MONITORING REQUIREMENTS

A) Condominium to administer maintenance contract for individual tertiary septic systems required by Ontario Building Code

Each Unit shall be serviced with a privately owned individual septic system with tertiary treatment that will be the responsibility of the Condominium to monitor in accordance with the requirements of the Condominium Corporation Maintenance Agreements.

B) Credit Valley Conservation

The Developer shall submit a report to the satisfaction of the Credit Valley Conservation Authority providing an outline of the monitoring program for the grading, storm water management facility and enhancement planting.

The Developer shall provide a water quality and environmental monitoring plan to the satisfaction of Credit Valley Conservation which plan shall detail the frequency and duration of monitoring, location of monitoring and parameters to be monitored.

As a minimum,

- i) the grading should include monthly (and after every significant storm event) monitoring reports,
- ii) monitoring of the storm management facility and associated enhancement planting to occur for a minimum of two (2) years after condominium registration.

SCHEDULE "J"

HERITAGE REQUIREMENTS

NONE.

SCHEDULE "K"



**DANCE
ENVIRONMENTAL
INC.**

Silvercreek Meadows Tree Conservation Plan

Prepared for:
Silvercreek Meadows
c/o Erin Homes
Mississauga, ON

Prepared by:
Dance Environmental Inc.
R.R. #1 Drumbo, ON
N0J 1G0
(519) 463-6156

December 20, 2006.
DE-126

DE-126
December 20, 2006.

Silvercreek Meadows Tree Conservation Plan

A. BACKGROUND

One of the draft plan conditions for Silvercreek Meadows 23CDM03-001 was that a Tree Plan be submitted to the Town. The Tree Plan was to show the location and species of all existing trees equal to or greater than 130mm caliper in the development areas. The plan is to indicate which trees are to be preserved. The method of preserving these trees during the construction phase within the area of the Development Agreement was to be indicated. The condition also indicated that the owner shall attempt to maintain the hedgerows on the property where possible.

During discussion with the Town Planner it was determined that development areas were defined as residential lots, road and service corridors and stormwater management areas.

The caliper of trees was measured as diameter at breast height (dbh), a typical standard in arboriculture studies.

Dance Environmental Inc. was retained by the proponent to prepare the Tree Plan.

B. STUDY METHODS

On October 10 and 11, 2006, over 140 trees in the development area were inventoried. Each tree with a dbh of 130mm or greater was tagged with a numbered aluminum tree tag. The tree number, species, dbh and condition was recorded. Condition was based on health of leaves, branches and trunk.

Dolliver Surveying Inc. plotted the locations of tagged and flagged trees at a scale of 1250.

Existing and post-development grades have been determined by Gamsby and Mannerow Limited. Five Grading Plan sheets were used to determine the geographic extent and magnitude of grade change in locations where trees occur within the development area.

C. RESULTS

Table 1 contains the descriptions of the trees which were inventoried. Figure 1, 2, 3 and 4 show the locations of trees listed in Table 1.

As a result of grade changes required to accommodate lot grading and drainage requirements many of the surveyed trees will be lost.

DANCE ENVIRONMENTAL INC.

TABLE 1. TREE FIELD OBSERVATION FORM

Site: Silvercreek Meadows

Project Number: DE-126

Date: October 10 & 11, 2006.

Time:

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|------------------------------|----------------|----------------------------|----------------------------------|---|
| Southern entrance lane | #0167 | 4 Sugar Maple | 13-21cm | Good condition |
| | #0168 | Sugar Maple | 23cm | Good condition |
| | #0169 | Sugar Maple | 80 cm | Poor condition |
| | #0170 | Sugar Maple | 60cm | Poor condition |
| | #0171 | Black Walnut | 17cm | Good condition |
| | #0172 | White Ash | 23cm | Unknown condition, leaves gone |
| | #0173 | Sugar Maple | 102cm | Good condition, top leaves gone, limbs sound |
| | #0174 | Sugar Maple | 16cm | Fair condition, gashes in bark, spikes in trunk |
| | #0175 #0176 | Sugar Maple Sugar Maple | 30cm 15-20cm | Fair condition, 2 splits in bark Good condition, 5 stems |
| Flagging tape # | 1,2,3 | Sugar Maple | ≤13cm | Good |
| | 4,5,6,7,8 | Sugar Maple | 5 to 27cm | Good |
| Lot 18 | #0177 | Sugar Maple | 17cm | Poor condition, gashes along much of the trunk |
| | #0178 | Manitoba Maple | 33cm | Good condition |
| | #0179 | Manitoba Maple | 21cm | Good condition |
| | #0180 | Black Cherry | 36cm | Poor condition, broken branches & trunk damage |
| | #0181 | Silver Maple | 23cm | Poor condition, bark and trunk damage |
| | #0182 | Cherry sp. | 25cm | Poor condition, split bark and cracked trunk |
| | #0183 | Cherry sp. | 21cm | Good condition, leaves fallen |
| | #0184 | Silver Maple | 39cm | Good condition |
| | #0185 | Manitoba Maple | 60cm | Good condition |
| | #0186 | Black Walnut | 27cm | Good condition |
| | #0187 | Apple | Main stem 14cm | Good condition, multiple stems |
| #0188 | White Ash | 15cm | Condition unknown, leaves fallen | |

**TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM**

Site: Silvercreek Meadows
Date: October 10 & 11, 2006.
Time:

Project Number: DE-126

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|---|--------------|-------------------|-----------------------|---|
| Lot 19 | #0189 | Hawthorn sp. | 17±cm | Good condition, double stem |
| | #0190 | Hawthorn sp. | 32cm | Poor condition, trunk rot, broken branches |
| | #0191 | Sugar Maple | 24cm | Good condition |
| | #0192 | White Elm | 58cm | Fair condition, some small branches dead |
| | #0193 | Hawthorn sp. | 33cm | Poor condition, rotted centre, dead limbs |
| | #0194 | Hawthorn sp. | 34cm | Fair condition, some dead & broken limbs |
| Hedgerow between Lots 20-21 & Lot 22 | #0195 | White Ash | 18cm | Good condition |
| | #0196 | Hawthorn | 42cm | Poor condition, multi stemmed, dead limbs, rot in trunk |
| | #0197 | (Green ?) Ash sp. | 83cm | Good condition |
| | #0198 | Green Ash | 18cm | Condition unknown, 2 stems, leaves gone |
| | #0199 | Green Ash | 17cm | Condition unknown, 2 stems, leaves gone |
| | #0200 | Green Ash sp. | 17cm | Condition unknown, 2 stems, leaves gone |
| | #0236 | Green Ash sp. | 17cm | Condition unknown, 2 stems, leaves gone |
| | #0237 | Green Ash sp. | 18cm | Condition unknown, 3 stems, leaves gone |
| | #0238 | Green Ash sp. | 22cm | Condition unknown, single stemmed, leaves gone |
| | #0239 | Black Cherry | 23cm | Good condition |
| | #0240 | Green Ash | 22cm | Condition unknown, 2 stemmed, leaves gone |
| | #0241 | Ash sp. | 14cm | Condition unknown, no leaves |

**TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM**

Site: Silvercreek Meadows
Date: October 10 & 11, 2006.
Time:

Project Number: DE-126

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|---|--------------|----------------|-----------------------|--|
| Hedgerow between Lots 20-21 & Lot 22 | #0242 | Black Cherry | 17cm | Good condition, 2 stems |
| | #0243 | Ash sp. | 28cm | Condition unknown, 2 stems |
| | #0244 | Ash sp. | 28cm | Condition unknown, single stem, leaves gone |
| | #0245 | Ash sp. | 19cm | Condition unknown, single stem, leaves gone |
| | #0246 | Ash sp. | 22cm | Condition unknown, single stem, leaves gone |
| | #0247 | Ash sp. | 25cm | Condition unknown, 2 stemmed, leaves gone |
| | #0248 | Black Cherry | 19cm | Good condition |
| | #0249 | Ash sp. | 15cm | Condition unknown, single stem, leaves gone |
| | #0250 | Ash sp. | 22cm | Condition unknown, single stem, leaves gone |
| | #0251 | Black Cherry | 14cm | Good condition, 2 stemmed |
| | #0252 | Black Cherry | 16cm | Fair condition, 6 stemmed, some dead branches |
| | #0253 | Ash sp. | 15cm | Condition unknown, single stem, no leaves |
| | #0254 | Apple | 29cm | Fair condition, some dead branches, 2 stemmed |
| | #0255 | Black Cherry | 24cm | Poor condition, dead trunk and branches |
| | #0256 | Apple | 17cm | Poor condition, 3 stemmed, dead limbs |
| | #0257 | White Elm | 24cm | Good condition |
| | #0258 | Scots Pine | 18cm | Good condition |
| | #0259 | Ash sp. | 14cm | Condition unknown, single stem, no leaves |
| | #0260 | Ash sp. | 16cm | Condition unknown, single stem, no leaves |

TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM

Site: Silvercreek Meadows
Date: October 10 & 11, 2006.
Time:

Project Number: DE-126

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|---|-------|------------|---------------|---|
| Hedgerow back of Lots 22 to 24 and SWM pond | #0261 | White Elm | 16cm | Good condition |
| | #0262 | Ash sp. | 27cm | Condition unknown, single stem, leaves gone |
| | #0263 | Ash sp. | 20cm | Condition unknown, multi- stemmed, no leaves, fence growing through trunk |
| | #0264 | Ash sp. | 21cm | Condition unknown, no leaves, wire fence through trunk |
| | #0265 | Ash sp. | 16cm | Condition unknown, single stem, no leaves |
| | #0266 | Scots Pine | 15cm | Good condition |
| | #0267 | White Elm | 14cm | Good condition, fence through trunk |
| | #0268 | Scots Pine | 14cm | Good condition |
| | #0269 | Scots Pine | 14cm | Good condition |
| | #0270 | Ash sp. | 35cm | Condition unknown, leaves gone |
| | #0271 | Ash sp. | 29cm | Condition unknown, leaves gone |
| | #0272 | Scots Pine | 14cm | Good condition |
| | #0273 | Scots Pine | 24cm | Good condition |
| | #0274 | Ash sp. | 17cm | Condition unknown, leaves gone |
| | #0275 | Ash sp. | 14cm | Condition unknown, leaves gone |
| | #0276 | Green Ash | 13.5cm | Good condition |
| | #0277 | Green Ash | 13.5cm | Good condition |
| | #0278 | Ash sp. | 13.5cm | Condition unknown, leaves gone |
| | #0279 | Green Ash | 13.5cm | Good condition |

**TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM**

Site: Silvercreek Meadows

Project Number: DE-126

Date: October 10 & 11, 2006.

Time:

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|---|---------|-------------------|---------------------------------------|-------------------------------|
| Hedgerow back of Lots 22 to 24 and SWM pond | #0280 | Green Ash | 18cm | Condition unknown, no leaves |
| | #0281 | Green Ash | 16cm | Condition unknown, no leaves |
| | #0282 | Green Ash | 17cm | Condition unknown, no leaves |
| | #0283 | Balsam Poplar | 19cm | Good condition |
| | #0284 | Green Ash | 18cm | Condition unknown, no leaves |
| | #0285 | Green Ash | 19cm | Condition unknown, no leaves |
| | #0286 | Ash sp. | 26cm | Condition unknown, no leaves |
| | #0287 | Ash sp. | 23cm | Condition unknown, no leaves |
| | #0288 | Hawthorn sp. | 16cm | Condition unknown, no leaves |
| | #0289 | Cherry sp. | 15cm | Condition unknown, no leaves |
| | #0290 | White Elm | 16cm | Good condition |
| | #0291 | White Elm | 22cm | Good condition |
| | #0292 | White Elm | 19cm | Good condition |
| | #0293 | White Elm | 14cm | Condition unknown, no leaves |
| #0294 | Ash sp. | 19cm | Condition unknown, no leaves | |
| Near Street A culvert | #0295 | Green Ash | 17cm | Good condition |
| | #0296 | Apple | 15cm | Good condition |
| | #0300 | Ash sp. | 18cm | Good condition, 2 stems |
| | #0621 | Ash sp. | 15cm | Condition unknown, no leaves |
| | #0622 | Ash sp. | 14cm | Condition unknown, no leaves |
| | #0623 | Green Ash | 20cm | Good condition |
| | #0624 | Ash sp. | 20cm | Condition unknown, no leaves |
| | #0625 | Ash sp. | 16cm | Condition unknown, no leaves |
| #0626 | Ash sp. | 19cm | Condition unknown, 3 stems, no leaves | |
| Lots 15 & 16 | #0627 | Scots Pine | 17cm | Good condition |
| | #0628 | Scots Pine | 17cm | Good condition |
| | #0629 | American Basswood | 25cm | Good condition, multi-stemmed |
| | #0630 | American Basswood | Clump, up to 25cm | Good condition, 20 stems |
| | #0631 | American Basswood | up to 25cm | Good condition, 20+ stems |

**TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM**

Site: Silvercreek Meadows

Project Number: DE-126

Date: October 10 & 11, 2006.

Time:

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|-----------------------------------|-----------|--------------------|----------------|---|
| Lots 15 & 16 | #0632 | Black Cherry | 27cm | Fair condition, some dead branches |
| | #0633 | Manitoba Maple | 28cm | Good condition |
| | #0634 | American Basswood | up to 30cm | Fair condition, 7 stems |
| | #0635 | White Elm | 50cm | Good condition |
| | #0636 | Willow sp. | 23cm | Fair condition, some dead branches |
| | #0637 | Poplar sp. | 22cm | Good condition |
| | #0638 | Poplar sp. | 15cm | Good condition, 2 stemmed |
| | #0639 | Eastern Cottonwood | 29cm | Poor condition, dead branches |
| | #0640 | Ash sp. | 21cm | Condition unknown, no leaves |
| Near Street B culvert | #0641 | Apple | 17cm | Good condition |
| | #0642 | Black Cherry | 40cm | Good condition |
| SWM pond Lot 13 | #0643 | Balsam Poplar | 18cm | Good condition |
| | #0644 | Willow sp. | 27cm | Good condition |
| | #0645 | Eastern Cottonwood | 34cm | Good condition |
| | #0646 | Poplar sp. | 18cm | Good condition |
| Ditch near Lot 4 | #0647 | Ash sp. | 14cm | Condition unknown, no leaves |
| | #0648 | Balsam Poplar | 19cm | Good condition |
| | #0649 | Balsam Poplar | 18cm | Good condition |
| Hedgerow between Lots 3 & 4 | #0650 | Ash sp. | 16cm | Good condition |
| | #0651 | Ash sp. | 22cm | Condition unknown, no leaves |
| | #0652 | White Elm | 20cm | Good condition |
| | #0653 | Ash sp. | 20cm | Condition unknown, no leaves |
| | #0654 | Black Cherry | 14cm | Good condition |
| | #0655 | Sugar Maple | 62cm | Fair condition, 2 stemmed, some dead branches |
| | #0656 | Mountain Ash | 16cm | Good condition, 2 stemmed |
| | #0657 | Sugar Maple | 33cm | Good condition |
| #0658 | White Elm | 24cm | Good condition | |

TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM

Site: Silvercreek Meadows
Date: October 10 & 11, 2006.
Time:

Project Number: DE-126

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|--|----------------------|---------------------------|---|---|
| Hedgerow between Lots 3 & 4 and Street C area | #0659 | Black Cherry | 14cm | Poor condition, dead limbs |
| | #0660 | White Elm | 16cm | Fair condition |
| | #0661 | Apple | 16cm | Fair condition, 5 stemmed, dead limbs |
| | #0662 | Poplar sp. | 21cm | Condition unknown, leaves fallen |
| | #0663 | Apple | 15cm | Poor condition, dead limbs, 3 stemmed |
| | #0664 | Apple | 14cm | Poor condition, dead limbs, 6 stemmed |
| | #0665 | Apple | 14cm | Poor condition, dead limbs, 4 stemmed |
| | #0666 | Mountain Ash | 18cm | Good condition |
| | #0667 | Black Cherry | 35cm | Good condition, 2 stemmed |
| | #0668 | Apple | 32cm | Poor condition, 4 stemmed, dead limbs |
| | #0669 | White Elm | 14cm | Condition unknown, no leaves |
| | #0670 | Apple | 15cm | Fair condition, 3 stemmed, some dead branches |
| | #0671 | Apple | 15cm | Condition unknown, no leaves |
| | #0672 | Apple | 15cm | Condition unknown, no leaves |
| | #0673 | Ash sp. | 14cm | Condition unknown, no leaves |
| | #0674 | White Elm | 24cm | Good condition |
| | #0675 | Black Cherry | 25cm | Fair condition, dead lower limbs, fence through trunk |
| | #0676 | Walnut ? unknown sp. ? | 20cm | Condition appears dead |
| #0677 | American Basswood | 15cm | Condition unknown, no leaves, 3 stemmed | |
| #0678 | American Basswood | up to 36cm | Condition unknown, no leaves, 7 stemmed | |

**TABLE 1. DANCE ENVIRONMENTAL INC.
TREE FIELD OBSERVATION FORM**

**Site: Silvercreek Meadows
Date: October 10 & 11, 2006.**

Project Number: DE-126

| Lot # | Tag # | SPECIES | Diam. (cm) | Remarks |
|-----------------|--------------|-------------------|-----------------------|--|
| Street C | #0679 | Ash sp. | 19cm | Condition unknown, no leaves, 2 stemmed |
| | #0680 | Black Cherry | up to 24cm | Condition unknown, no leaves, 4 stemmed |
| | #0681 | Black Cherry | 28cm | Good condition, 2 stemmed |
| | #0682 | American Basswood | up to 14cm | Poor condition, 10 stems suckered from stump |

Sugar Maple, Ash, Black Cherry, White Elm and Poplar species were among the most common trees present in the study area. The condition of many trees is unknown because leaves had already fallen from the trees when the survey was commissioned

D. TREE SAVING RECOMMENDATIONS

Consult Figures 1 through 4 for the tree numbers and locations where trees greater than 130mm in diameter can be saved. The figures also show where plastic tree saving (construction) fence should be placed to protect the trees to be saved.

The tree species proposed for conservation have a high probability of survival, particularly when no grade change occurs within 1m of the drip line.

It should be noted that many of the trees shown to be conserved in this plan will also be separated from the grading/construction activities by silt control fence placed to protect the wetlands and Silver Creek tributaries, the fence will also provide added protection for the trees.

Most of the tree species slated for conservation on this site are fairly tolerant of construction activities (Dorney and Kitchen 1984).

Recommendations:

- (1) Prior to any grading or filling the tree protection fence should be installed 1m outside the drip line of trees to be saved. The fence will protect the trees from grading, vehicle traffic, stock piling or other potential sources of damage.
- (2) The site inspector should inspect the tree protection fence on at least a weekly basis to ensure that the fencing is intact. If the fence needs maintenance or repairs such work should be completed immediately.
- (3) The site inspector should also watch for any ponding of water over the root zone of trees to be saved that has resulted from grading work. Any ponding other than short term (a week or so) seasonal ponding should be alleviated so that the tree roots do not suffocate.
- (4) The locations where site specific tree saving plans should be prepared during detailed design include:
 - (a) the back lot of Units 9 and 10 relative to the hedgerow;
 - (b) trees #650, 651 and 652 on the Unit 3 lot; and
 - (c) trees along the lot line between Street A and the Prezeau residence, near Trafalgar Road.

BIBLIOGRAPHY

Dorney, R.S. and C.M. Kitchen. 1984. A Tree Saving Manual For Developers, Builders, Designers, Arborists and Landscape Contractors. Working Paper No. 18. School of Urban and Regional Planning, University of Waterloo.

Gamsby and Mannerow Limited. 2006. Silvercreek Meadows, Erin Homes Inc. Grading Plan Sheets 1 through 5, inclusive. Plotted Dec. 11, 2006.

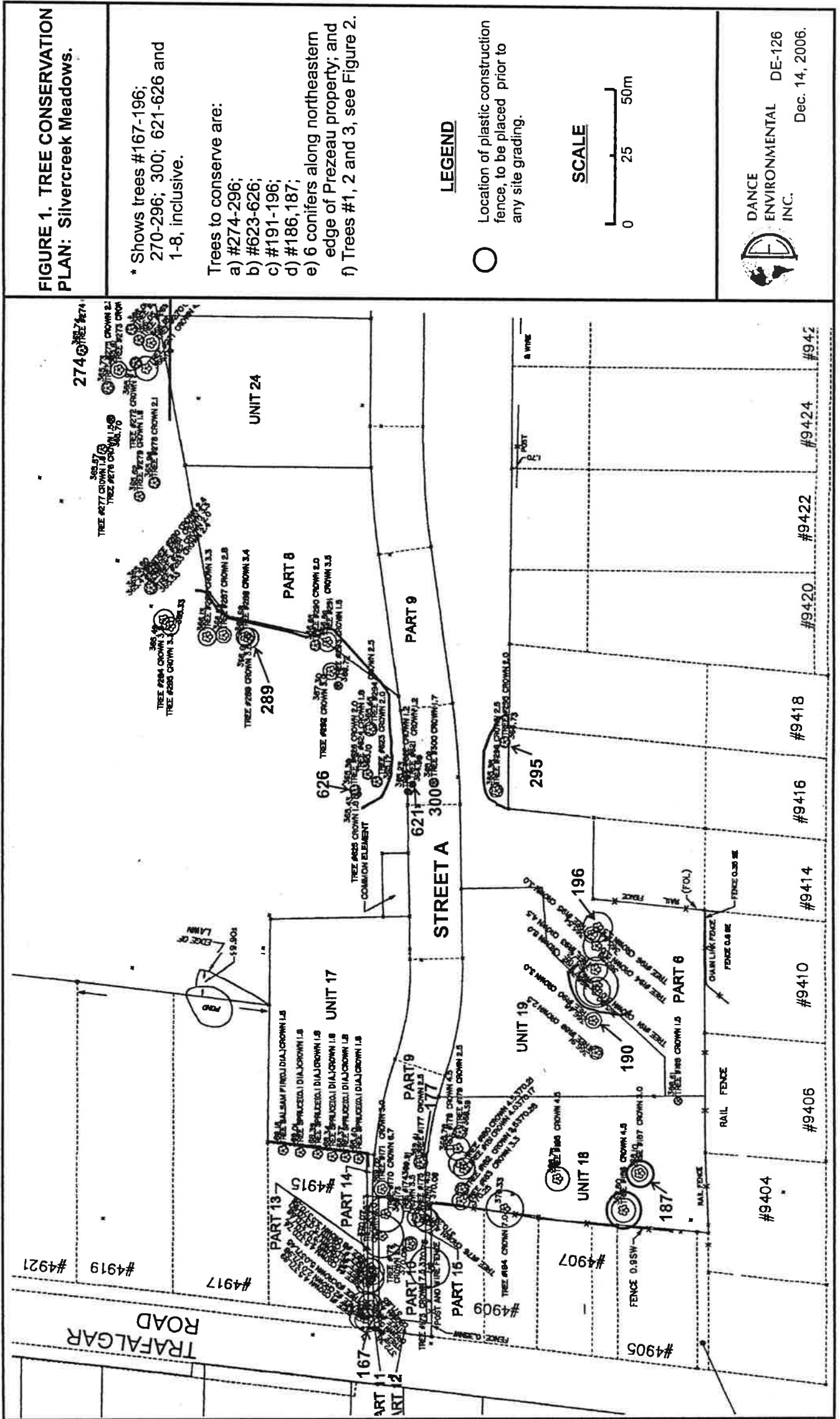
International Society of Arboriculture. 1992. Guide for Plant Appraisal. Council of Tree and Landscape Appraisers.

Ontario Ministry of Transportation. 1997. Construction Inspector's Environmental Field Guide.

Report prepared by:



K.W. Dance, M.Sc.
President
Dance Environmental Inc.



DANCE ENVIRONMENTAL INC. DE-126
 Dec. 14, 2006.

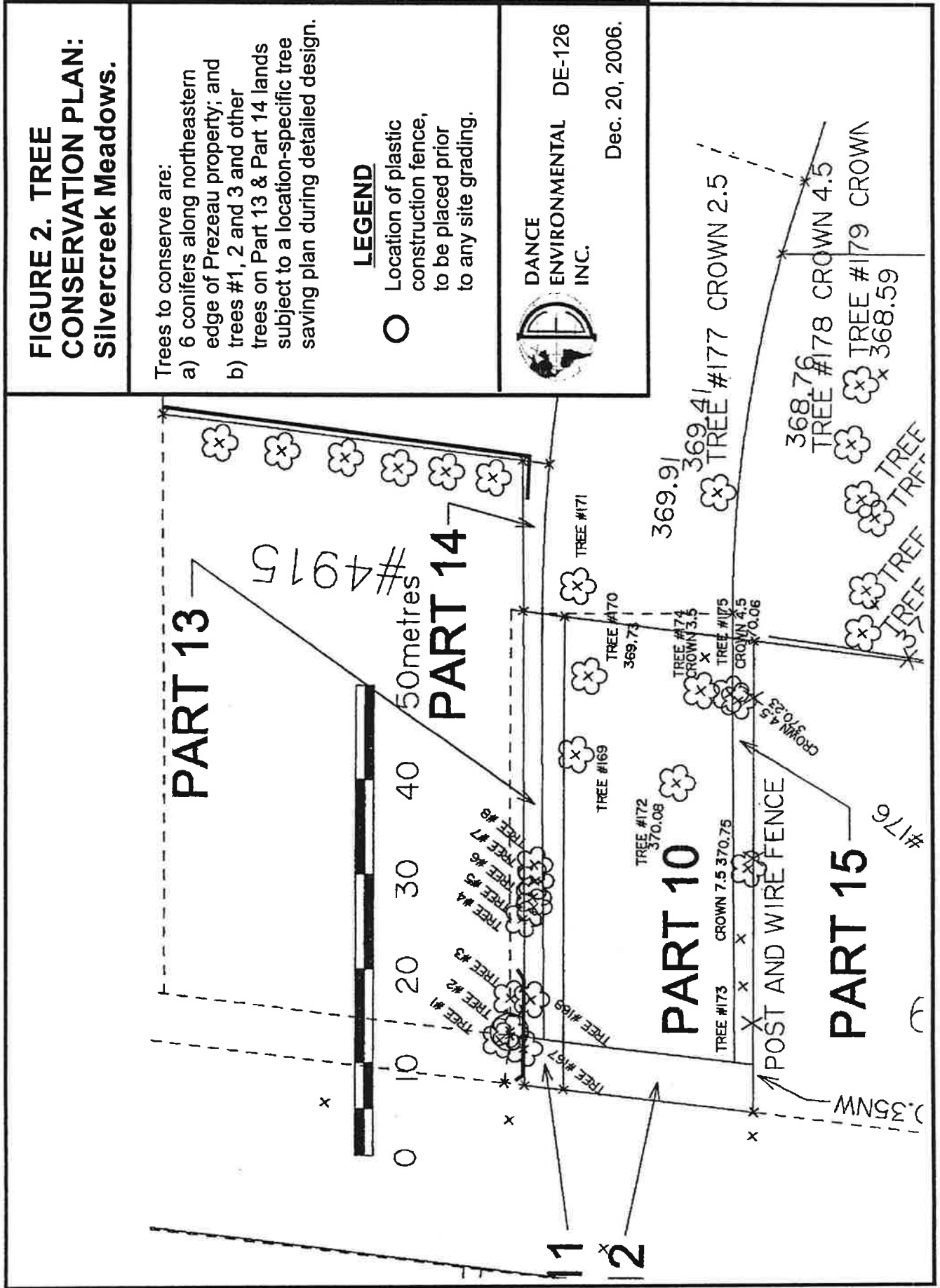


FIGURE 3. TREE CONSERVATION PLAN: Silvercreek Meadows.

* Shows trees #197 to 279.

Trees to conserve are:
(a) #197, 261-279, inclusive; protect these with construction fence.

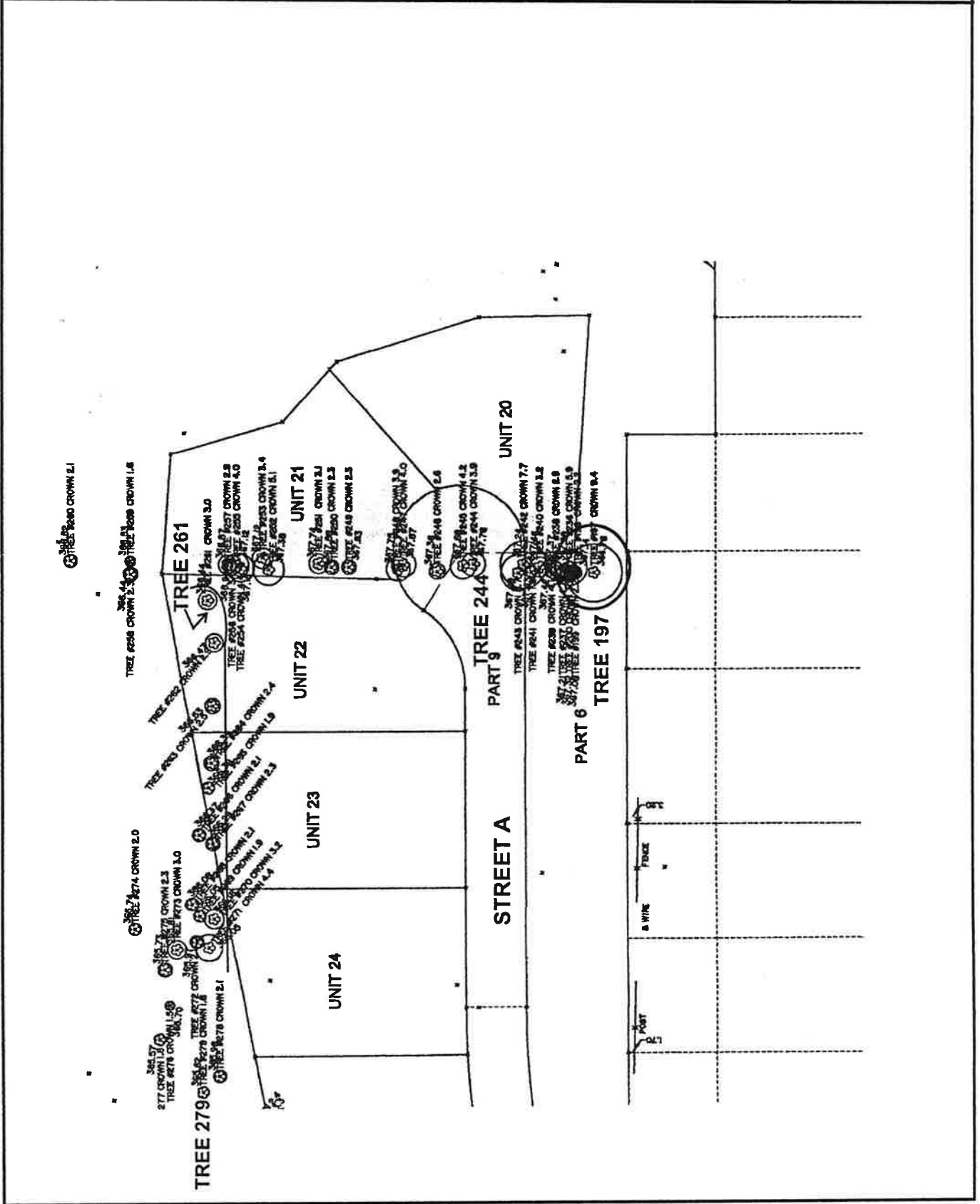
LEGEND

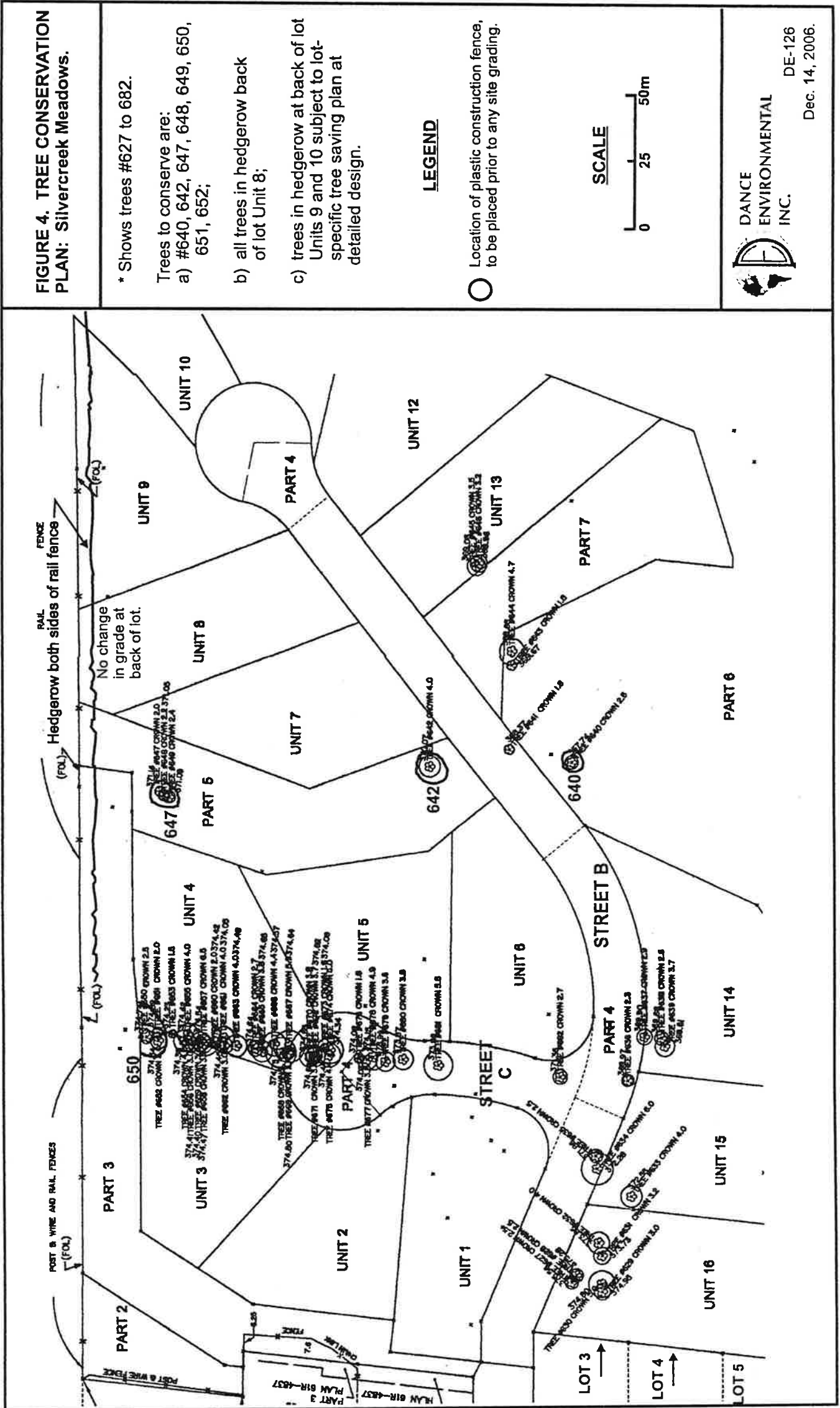
○ Location of plastic construction fence, to be placed prior to any site grading.

SCALE



DE-126
Dec. 14, 2006.





DANCE ENVIRONMENTAL INC.
DE-126
Dec. 14, 2006.

CORPORATION OF THE TOWN OF ERIN

BY-LAW # 15-

Being a By-Law to assume Municipal Services in the Crewson’s Corner subdivision relating to part lot 1, con 1 reference plan 61R8324 Parts 1 & 2

WHEREAS, the Subdivision Agreement between the Town of Erin and Thomasfield Homes Limited provides for the installation of certain public services;

AND WHEREAS, the CAO/Town Manager has received certification that the services in Registered Plan 61R8324 Parts 1 & 2, have been constructed and installed in accordance with Town specifications;

NOW THEREFORE the Council of the Town of Erin hereby **ENACTS AS FOLLOWS:**

- 1. That the services in Registered Plan 61R8324 Parts 1 & 2, more particularly described in the Subdivision Agreement between the Corporation of the Town of Erin and Thomasfield Homes Limited dated November 9, 2007, be and they are hereby assumed as public services.
- 2. That this By-law comes into force and takes effect upon the final passage thereof.

Passed on December 1, 2015.

Mayor

Clerk

CORPORATION OF THE TOWN OF ERIN

BY-LAW # 15-

Being a By-Law to assume Municipal Services in the Madison Lakes subdivision relating to a portion of Lot 14, Concession 3, illustrated as Part 1 on Reference Plan 61R-7476

WHEREAS, the Subdivision Agreement between the Town of Erin and Metro Financial Corporation provides for the installation of certain public services;

AND WHEREAS, the CAO/Town Manager has received certification that the services in Registered Plan 61R-7476, have been constructed and installed in accordance with Town specifications;

NOW THEREFORE the Council of the Town of Erin hereby **ENACTS AS FOLLOWS:**

1. That the services in Registered Plan 61R-7476, more particularly described in the Subdivision Agreement between the Corporation of the Town of Erin and Metro Financial dated September 30, 2004, be and they are hereby assumed as public services.
2. That this By-law comes into force and takes effect upon the final passage thereof.

Passed on December 1, 2015.

Mayor

Clerk