



AGENDA
Regular Council Meeting

August 22, 2017

6:00 pm

Council Chambers, Town Hall

Pages

1. CALL TO ORDER

2. DECLARATIONS OF PECUNIARY INTEREST

3. AMENDMENTS AND APPROVAL OF AGENDA

THAT the August 22, 2017 regular Council agenda be accepted as presented.

4. PUBLIC INPUT PERIOD

(Information provided during the Public Input Period shall be directed by the public to Council members and shall deal with matters specific to Agenda business. A maximum of two (2) minutes per person is allotted for questions, and the maximum time allotted for the Public Input Period as a whole is ten (10) minutes)

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Retirement Presentation to Kim Clifford

5.2 Vodden, Bender and Seebach re: 2016 Audited Financial Statements

11

Please refer to FIN 17-2017 (agenda item 8.3.2) for further information.

THAT the 2016 Audited Financial Statement presentation from Vodden, Bender and Seebach be received.

5.3 Ontario Clean Water Agency re: 2nd quarter reporting

14

THAT the presentation by the Ontario Clean Water Agency be received.

6. ACCEPTANCE OF MINUTES

6.1 Strategic Priorities Committee - July 18, 2017 34

THAT the July 18, 2017 Strategic Priorities Committee meeting minutes be approved and signed and sealed by the Mayor and the Clerk.

6.2 Regular Council - July 25, 2017 36

THAT the July 25, 2017 regular Council meeting minutes be approved and signed and sealed by the Mayor and the Clerk.

7. CORRESPONDENCE

7.1 Kelly Deeks-Johnson re: Before and After School Billing Change 56

THAT the correspondence from Kelly Deeks-Johnson regarding Before and After School Billing Change be received.

7.2 Ministry of Municipal Affairs re: Bill 68 of the Municipal Elections Act, 1996 57

THAT the correspondence from the Ministry of Municipal Affairs regarding Bill 68 of the Municipal Elections Act be received; and,

THAT Council directs staff to respond to the Ministry of Municipal Affairs with the following replies:

Potential candidates in St. Marys _____ (would or would not) have any challenges in fulfilling the requirement to have their nomination endorsed by 25 electors.

_____ (number of) electors in a municipality is an appropriate threshold for the Minister of Municipal Affairs to exempt from the requirement for municipal candidates to have their nomination endorsed.

7.3 Perth County Plowmen's Association re: Perth County Plowing Match 58

THAT the correspondence from Perth County Plowmen's Association regarding the Perth County Plowing Match be received.

7.4	MPP Sylvia Jones re: Bill 141 - Sewage Bypass Reporting Act, 2017	66
-----	---	----

THAT the correspondence from MPP Sylvia Jones regarding Bill 141 - *Sewage Bypass Reporting Act, 2017* be received.

8. STAFF REPORTS

8.1 Administration and Human Resources

8.1.1	CAO 32-2017 August Monthly Report (Administration and Human Resources)	70
-------	--	----

THAT CAO 32-2017 August Monthly Report (Administration and Human Resources) be received for information.

8.2 Corporate Services

8.2.1	COR 33-2017 August Monthly Report (Corporate Services)	73
-------	--	----

THAT COR 33-2017 August Monthly Report (Corporate Services) be received for information.

8.3 Finance

8.3.1	FIN 16-2017 August Monthly Report (Finance Department)	76
-------	--	----

THAT FIN 16-2017 August Monthly Report (Finance Department) be received for information.

8.3.2	FIN 17-2017 Audited Financial Statements for the Year Ended December 31, 2016	79
-------	---	----

THAT report FIN 17-2017 Audited Financial Statements for the Year Ended December 31, 2016 be received; and

THAT the 2016 surplus of \$356,133 be applied to the Reserve for Municipal Facilities for use as a funding source for the Early Learning Centre Relocation capital project.

8.4 Fire and Emergency Services

8.4.1 FD 11-2017 August Monthly Report (Emergency Services) 105

THAT FD 11-2017 August Monthly Report (Emergency Services) be received for information.

8.5 Building and Development Services

8.5.1 DEV 23-2017 August Monthly Report (Building and Development) 107

THAT DEV 23-2017 August Monthly Report (Building and Development) be received for information.

8.5.2 DEV 24-2017 Site Alteration Agreement for Meadowridge Properties 109

THAT Council approves an agreement with Meadowridge Properties to allow site alterations on the Stoneridge Phase Two property; and,

THAT By-law 67-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved.

8.5.3 DEV 25-2017 Exemption from Part Lot Control for Lot 3 Diamondridge 126

THAT DEV 25-2017 Extension of Part Lot Control exemption for Lot 3 of the Diamondridge subdivision be received; and,

THAT By-law No. 68-2017 affecting Lot 3, Registered Plan No. 44M-48 be adopted for a six month period, ending February 22, 2018.

8.6 Community Services

8.6.1 DCS 18-2018 August Monthly Report (Community Services) 129

THAT DCS 18-2018 August Monthly Report (Community Services) be received for information.

8.7 Public Works

8.7.1 PW 44-2017 August Monthly Report (Public Works) 136

THAT PW 44-2017 August Monthly Report (Public Works) be received as information.

8.7.2 PW 40-2017 Industrial Waste Surcharge Agreement Request from Delmar Foods 139

THAT PW 40-2017 Industrial Waste Surcharge Agreement Request for Delmar Foods be received; and,

THAT Council direct staff to develop an Industrial Waste Surcharge Agreement for Delmar Foods with consideration for a phased in provision in keeping with historical municipal precedent to be returned to Council for final approval.

8.7.3 PW 41-2017 Clean Water and Wastewater Funding Agreement 141

THAT PW 41-2017 Clean Water and Wastewater Funding Agreement be received; and,

THAT By-Law 66-2017, being a by-law to authorize a funding agreement with the Province of Ontario for the Clean Water and Wastewater Fund funding program, be approved; and,

THAT the Mayor and the Clerk be authorized to sign the CWWF funding Agreement.

8.7.4 PW 42-2017 Municipal Drinking Water Fountains

208

THAT Report PW 42-2017 Municipal Drinking Water Fountains be received; and,

THAT Council approve the proposed modifications to the drinking water fountain on the Grand Trunk Trail to incorporate a “pet-friendly” station; and,

THAT Council direct staff to facilitate the necessary repairs to the drinking water fountain on the Riverview Walkway, to be completed for the 2018 fountain season; and,

THAT Council direct staff to permanently remove historical drinking water fountains which have been removed from service.

**8.7.5 PW 43-2017 Tender Award for RFQ-PW-03-2017 -
Procurement for a Standby Power Generator for the James
Street Booster Station**

216

THAT PW 43-2017 Tender Award for RFQ-PW-03-2017 be received; and,

THAT the procurement for a Standby Power Generator for the James Street Booster Pumping Station be awarded to Forman Electric Ltd. for the procured price of \$120,271.55, inclusive of all taxes and contingencies pending an executed Agreement with INOAC Interior Systems; and,

THAT Council approve the project to proceed which is to be fully funded by INOAC Interior Systems; and,

THAT By-Law 69-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved.

8.7.6	PW 45-2017 Tender Award Asphalt Resurfacing	219
-------	---	-----

THAT PW 45-2017 regarding the asphalt resurfacing tender award be received; and,

THAT the procurement for RFT-PW-07-2017 be awarded to COCO Paving Inc. for the procured price of \$109,752.22 inclusive of all taxes and provisional items; and,

THAT By-Law 70-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved; and,

THAT Council authorize staff to extend resurfacing area to the approved budget of \$210,000.00.

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

9.1.1 Bluewater Recycling Association - Coun. Craigmile

9.1.2 Library Board - Coun. Osborne, Winter 222

THAT the June 8, 2017 St. Marys Public Library Board meeting minutes be received; and,

THAT the June 29, 2017 St. Marys Public Library Board special meeting minutes be received.

9.1.3 Municipal Liaison Committee - Mayor Strathdee, Coun. Winter

9.1.4 Perth District Health Unit - Coun. Osborne

9.1.5 Police Services Board - Mayor Strathdee, Coun. Van Galen 227

THAT the June 21, 2017 Police Services Board meeting draft minutes be received.

9.1.6 Spruce Lodge Board - Coun. Pope, Van Galen

9.1.7 Upper Thames River Conservation Authority

9.2 Advisory and Ad-Hoc Committee Reports

9.2.1 Accessibility Advisory Committee - Coun. Hainer

9.2.2 Business Improvement Area - Coun. Pope

9.2.3 CBHFM - Coun. Hainer

9.2.4 Committee of Adjustment **230**

THAT the July 19, 2017 Committee of Adjustment meeting minutes be received; and,

THAT the August 2, 2017 Committee of Adjustment meeting minutes be received; and,

THAT August 16, 2017 Committee of Adjustment meeting draft minutes be received.

9.2.5 Economic Development Committee - Coun. Pope

9.2.6 Heritage St. Marys - Coun. Pope

9.2.7 Museum Board - Coun. Winter

9.2.8 Planning Advisory Committee - Coun. Craigmile, Van Galen

9.2.9 Heritage Conservation District Advisory Committee - Coun. Winter

9.2.10 Senior Services Board - Coun. Craigmile

9.2.11 Huron Perth Healthcare Local Advisory Committee - Coun. Hainer

9.2.12 St. Marys Lincolns Board - Coun. Craigmile

9.2.13 St. Marys Cement Community Liaison Committee - Mayor Strathdee, Coun. Craigmile

10. EMERGENT OR UNFINISHED BUSINESS

11. NOTICES OF MOTION

11.1 Councillor Van Galen re: Wellington Street Bridge Naming 245

See attached memo for public survey results

THAT Resolution 2017-07-25-41 be lifted from the table.

THAT the Town make an application to the Office of the Secretary of the Governor General to name the reconstructed Wellington Street Bridge the "Elizabeth Bridge" in honour of Queen Elizabeth II.

12. BY-LAWS

12.1 By-Law 66-2017 Authorize an Agreement with Minister of Infrastructure for Clean Water and Wastewater Fund 246

THAT By-Law 66-2017, being a by-law to authorize the Mayor and the Clerk to sign an agreement with the Minister of Infrastructure for the Clean Water and Wastewater Fund be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

12.2 By-Law 67-2017 Authorize a Site Alteration Agreement with Meadowridge Properties Ltd 247

THAT By-Law 67-2017, being a by-law to authorize the Mayor and the Clerk to sign a site alteration agreement with Meadowridge Properties Ltd be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

12.3 By-law 68-2017 Part Lot Control affecting Lot 3 Diamondridge (44M-48) 248

THAT By-Law 68-2017, being a by-law to authorize Part Lot Control affecting Lot 3, Registered Plan No. 44M-48 be adopted for a period of six months, ending February 22, 2018 be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

12.4	By-Law 69-2017 Authorize an Agreement with Forman Electric Ltd	249
------	--	-----

THAT By-Law 69-2017, being a by-law to authorize the Mayor and the Clerk to sign an agreement with Forman Electric Ltd. be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

12.5	By-Law 70-2017 Authorize an Agreement with COCO Paving Inc	250
------	--	-----

THAT By-Law 70-2017, being a by-law to authorize the Mayor and the Clerk to sign an agreement with COCO Paving Inc. be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

13. UPCOMING MEETINGS

September 12, 2017 - 6:00pm, Regular Council, Council Chambers

September 19, 2017 - 9:00am, Strategic Priorities Committee, Council Chambers

September 26, 2017 - 6:00pm, Regular Council, Council Chambers

14. CLOSED SESSION

15. CONFIRMATORY BY-LAW 251

THAT By-Law 71-2017, being a by-law to confirm the proceedings of the August 22, 2017 regular Council meeting be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

16. ADJOURNMENT

That this regular meeting of Council adjourn at _____ p.m.

CORPORATION OF THE TOWN OF ST. MARYS
REPORT TO COUNCIL
For the year ended December 31, 2016

The financial statements are presented on a consolidated basis and, therefore, include the proportional share of the assets, liabilities, operating revenues and expenditures of the various joint boards which the Town of St. Marys belongs to.

Financial Indicators	2016	2015	2014	2013
Cash	7,399,362	6,210,018	7,851,227	5,272,102
Investments	7,492,618	7,581,818	4,376,409	4,435,924
Taxes receivable (note 1)	755,492	705,622	668,447	556,513
Accounts receivable	1,499,054	1,128,599	2,357,526	2,215,617
	<u>17,146,526</u>	<u>15,626,057</u>	<u>15,253,609</u>	<u>12,480,156</u>
Accounts payable	3,759,288	1,745,323	2,419,568	2,068,621
Deferred revenue (gas tax and development charges reserves)	1,546,503	1,543,283	2,207,346	1,942,435
Landfill closure and post closure liability	583,492	559,397	415,063	379,715
Municipal debt	9,304,859	10,086,180	10,833,556	11,548,509
	<u>15,194,142</u>	<u>13,934,183</u>	<u>15,875,533</u>	<u>15,939,280</u>
Net financial assets (note 2)	<u>1,952,384</u>	<u>1,691,874</u>	<u>(621,924)</u>	<u>(3,459,124)</u>
Tangible capital assets				
Net book value beginning of year	73,560,369	72,923,263	74,109,652	74,688,068
Purchases	5,448,051	2,866,267	1,823,771	1,635,334
Disposals and adjustments	(301,174)	(4,916)	(758,823)	(44,889)
Amortization	(2,241,899)	(2,224,245)	(2,251,337)	(2,168,861)
Net book value end of year	<u>76,465,347</u>	<u>73,560,369</u>	<u>72,923,263</u>	<u>74,109,652</u>
Inventory and prepaid expenses	<u>37,452</u>	<u>44,766</u>	<u>43,135</u>	<u>36,172</u>
Accumulated surplus (note 3)				
Net investment in capital assets less LTD	67,160,488	63,474,189	62,089,707	62,561,143
Unfunded landfill liabilities	(583,492)	(559,397)	(415,063)	(379,715)
Reserves	11,750,026	11,894,158	9,926,466	8,903,691
Other surplus	128,161	488,059	743,364	(398,419)
	<u>78,455,183</u>	<u>75,297,009</u>	<u>72,344,474</u>	<u>70,686,700</u>

Note 1: Taxes receivable

Current year taxes receivable as percentage of
total levy for year

2.5% 2.1%

Total taxes receivable as percentage of total levy for year

5.3% 5.0%

The Town has maintained a low rate of arrears throughout the comparison period.

Note 2: Net financial assets

Net financial assets indicates the extent of resources available to finance future operations.
The Town has continued to increase net financial assets.

Note 3: Accumulated surplus

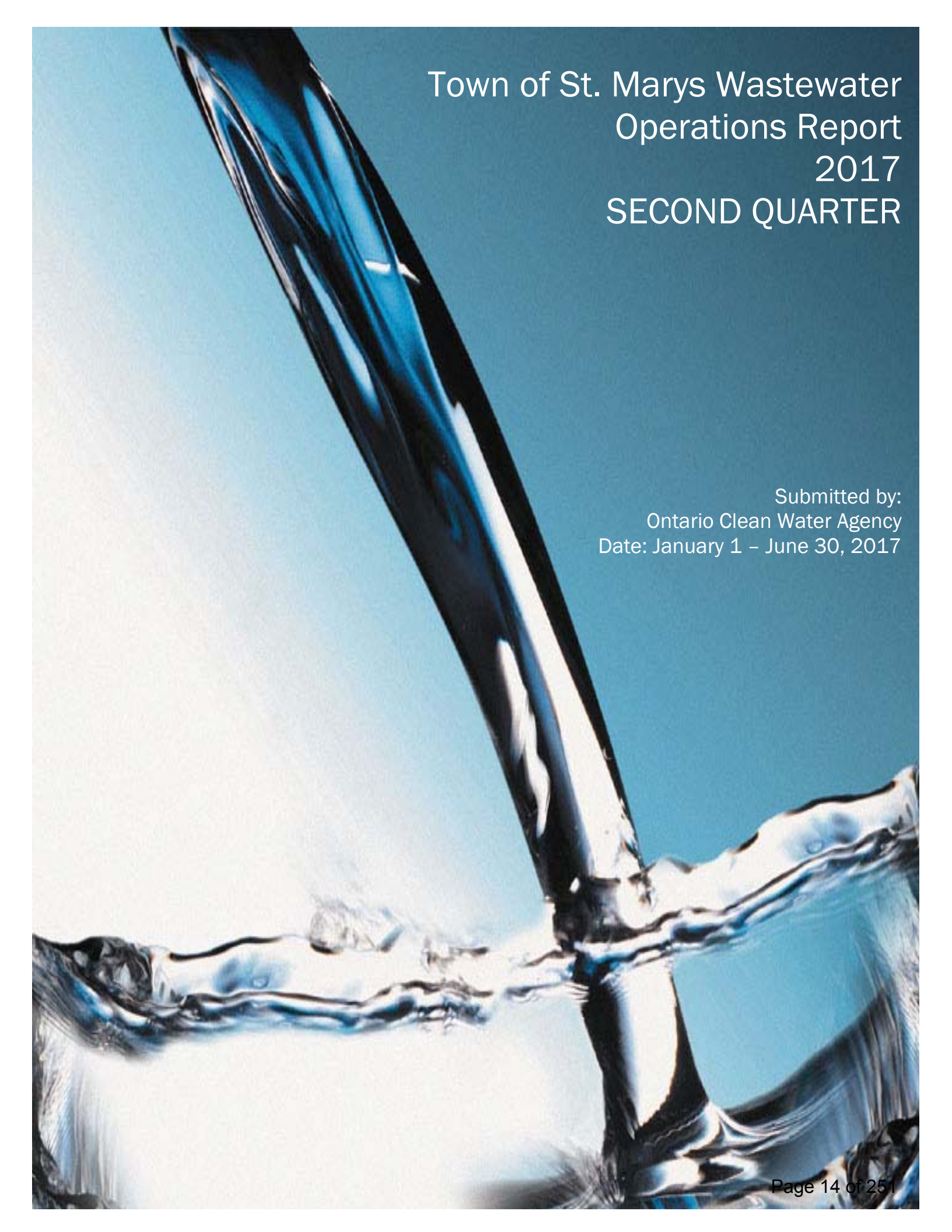
Total accumulated surplus indicates the resources available to provide future services.
Adequate reserves are an indicator of flexibility and ability to deal with contingencies.

CORPORATION OF THE TOWN OF ST. MARYS
REPORT TO COUNCIL
For the year ended December 31, 2016

Five Year Comparison of Operating Revenue Expenses

	2016 Budget	2016 Actual	2015 Actual	2014 Actual	2013 Actual
Revenue					
Taxation	11,324,975	11,327,234	11,159,352	10,640,135	10,198,769
Grants					
OMPF grant	506,700	506,700	557,600	691,800	834,000
Gas tax grant	633,000	633,000	1,460,632	473,901	285,529
Other capital grants	629,709	432,211	140,771	138,700	23,524
Home Support grants	429,033	436,470	431,097	441,738	395,526
Library grants	226,667	211,319	180,980	213,725	191,332
Daycare funding	342,553	416,576	426,295	373,167	394,424
PDHU	626,357	623,235	650,998	631,596	764,223
Spruce Lodge	466,325	482,643	471,246	477,718	512,889
Other government grants	103,280	98,142	126,399	114,530	98,627
Other municipal transfers	368,295	341,572	343,271	265,153	317,161
User fees					
Water and sewer	3,115,620	3,669,536	3,204,862	3,013,005	2,932,233
Garbage collection and disposal	767,590	745,300	711,088	825,851	756,232
Friendship Centre/ Home Support	164,350	160,913	169,647	139,994	150,063
Daycare	592,429	652,988	585,928	569,412	538,322
Recreation	1,336,900	1,221,216	1,436,823	1,292,921	1,579,212
Building department	150,000	138,094	129,857	131,560	95,166
PDHU	49,096	43,329	48,369	10,546	9,535
Spruce Lodge	270,511	275,670	271,539	264,886	257,334
Capital	1,071,000	301,682	166,375	50,582	49,573
Other fees and charges	497,322	583,326	501,571	600,051	671,766
Other income					
Bank interest and penalties on taxes	185,603	279,760	280,834	282,809	232,287
Gain on sale of capital assets	-	(248,965)	(3,864)	(378,601)	203,134
Developer and Parkland charges	154,031	104,031	27,996	18,477	10,000
Total revenue per financial statements	24,011,346	23,435,982	23,479,666	21,283,656	21,500,861
Expenditures (line items exclude depreciation and capital)					
Council	134,318	122,895	135,926	130,335	128,103
Other general government	2,169,003	1,970,756	2,283,497	2,030,936	2,083,998
Fire	440,996	341,944	292,787	300,844	284,635
Policing	1,174,987	1,155,599	1,181,047	1,191,890	1,319,881
Conservation authority	87,011	87,011	85,290	81,283	79,741
Building, water quality, and other protective serv	218,297	202,132	198,953	246,993	311,267
Roads and streetlights	2,168,889	1,673,092	1,764,499	1,578,029	1,461,321
Water and sewer	2,989,328	2,324,032	2,210,838	2,177,985	1,846,827
Waste collection and disposal	711,417	729,202	681,498	707,353	697,730
PDHU	680,796	660,197	685,778	644,946	751,087
Spruce Lodge	731,494	703,355	679,083	689,641	713,907
Aged Persons	822,495	763,428	767,241	698,801	515,778
Childcare	1,166,498	1,265,468	1,078,953	1,083,945	1,112,180

Cemeteries and other health and social services	1,439,532	1,387,966	1,595,851	1,228,806	1,396,671
Parks	398,079	427,375	413,942	328,918	333,876
Recreation programs, facilities and cultural	3,293,102	2,665,077	2,608,113	2,740,834	3,006,335
Libraries	648,239	633,748	603,402	579,950	533,009
Museums	162,078	148,464	255,271	249,758	185,947
Planning and development	810,408	750,073	636,583	647,950	640,116
Capital expenditures	9,929,383	5,448,051	2,866,267	1,823,771	1,635,334
Net transfers to (from) reserves	(5,248,569)	(581,919)	285,292	(622,473)	758,278
Total expenditures	24,927,781	22,877,946	21,310,111	18,540,495	19,796,021
Less: capital expenditures	(9,929,383)	(5,448,051)	(2,866,267)	(1,823,771)	(1,635,334)
net transfers to (from) reserves	5,248,569	581,919	(285,292)	622,473	(758,278)
Add: amortization and writedowns	-	2,241,899	2,224,245	2,251,337	2,168,861
Add: increase (decrease) in landfill post-closure liability		24,095	144,334	35,348	38,734
Total expenditures per financial statements	20,246,967	20,277,808	20,527,131	19,625,882	19,610,004
Net surplus (deficit) per financial statements	3,764,379	3,158,174	2,952,535	1,657,774	1,890,857



Town of St. Marys Wastewater Operations Report 2017 SECOND QUARTER

Submitted by:
Ontario Clean Water Agency
Date: January 1 – June 30, 2017

Facility Description

Facility Name:	St. Marys Wastewater Treatment Plant & Collection System
Senior Operations Manager:	Renee Hornick (519) 274-0997
Business Development Manager:	Jackie Muller (519) 643-8660
Facility Type:	Municipal
Classification:	Class 2 Wastewater Treatment & Collection System
Title Holder:	The Corporation of the Town of St. Marys

Service Information

Area(s) Served:	Separated Town of St. Marys
Population Served:	7,200

Capacity Information

Total Design Capacity:	5,560 (m ³ /day)
Total Annual Flow (2016 Data):	1,456,256 (m ³ /year)
Average Day Flow (2016 Data):	3,986.99 (m ³ /day)
Average Daily Capacity (2016 Data):	72%
Maximum Day Flow (2016 Data):	10,812 (m ³ /day)

Operational Description

Treatment Process

Raw sewage flows by gravity throughout the system to the wastewater treatment plant. Where gravity flow is not possible due to elevation restrictions, raw sewage flows to one of the three pump stations.

Inlet Works:

Sewage flows from the collection system and pump stations into the wet well through automatic bar screens then through a grit tank and communitor, the grit is conveyed to a bin which is then sent to a landfill. Sewage then flows by gravity to the anoxic tanks.

Anoxic Tanks:

Sewage is split between two circular tanks with submersible mixers.

Aeration Tanks:

Sewage enters an inlet chamber where flows are split to three distribution chambers which feed three aeration basins operating in parallel.

Phosphorus Removal:

Aluminum sulphate is added to the channel of the outlet of the aeration tanks in order to reduce the phosphorus.

Secondary Clarifiers:

Sewage is split in to four centre feed round clarifiers. Waste activated sludge collected here can be transferred from the clarifiers to the aeration, anoxic tanks or waste activated equalization tanks.

Disinfection and Discharge:

Effluent passes through two ultraviolet banks containing a total of 112 lamps. A sodium hypochlorite liquid feed system is provided for backup chlorination in the event of UV failure.

Final effluent is discharged via pipe to a concrete structure on the bank of the Thames River.

Sludge Handling:

Waste activated sludge is transferred to one of the two sludge storage tanks on site. Currently one of the storage tanks is out of service. Digester supernatant can be directed to the aeration or anoxic tanks inlet.

The sludge is dosed with polymer and passes through a rotary drum thickener prior to transfer to the sludge storage tank. The sludge storage is the holding tank for the centrifuge. The dewatered sludge produced by the centrifuge is then run through the Lystek process. Sludge is mixed with potassium hydroxide in a heated mixing tank and processed. Product from the mixing tank is pumped to a sludge storage tank equipped with an odour control system. Sludge is then loaded to a tanker from an overhead fill pipe.

COMPLIANCE AND EXCEEDANCES SUMMARY:

FIRST QUARTER

January 3-4, 11-14, 17-19, 21-26; February 8 and 25; March 1-4, 6-8, 18-19, and 31 had consistently high daily flows related to wet weather conditions ranging from 5,573 m³ to 11,969 m³, which exceeded the average daily rated capacity, but remained below the maximum daily capacity for the facility.

OCCUPATIONAL HEALTH & SAFETY:

There have been no health and safety issues reported to date.

GENERAL MAINTENANCE AND PLANT ACTIVITIES:

General maintenance includes monthly generator tests, greasing equipment and preventative maintenance.

FIRST QUARTER

January

- 12: Replaced solenoid in Lystek feed pump
- 18: Unplugged return activated sludge pump
- 12: Annual fire extinguisher inspections for all facilities

February

- 07: Installed new check valve on #4 return activated sludge pump
- 07: Replaced new discharge hose on alum pump
- 16: Replaced faulty thermostat in administrative building
- 16: Replaced 2 faulty outdoor light fixtures for security
- 17: Installed new backflow preventer in return activated sludge building
- 28: Annual testing of backflow preventers

March

- 01: Replaced air lines on ORP (oxygen reduction potential) sensors
- 07: Repairs to Lystek garage door opener
- 07: Replaced faulty receptacle in headworks building
- 16: Troubleshooting Miltronics for raw sewage flow meter
- 22: Installed a sample tap for supernate line
- 31: Replaced polymer injector in Lystek building

SECOND QUARTER

April

07: Replaced contactors on relay for pump #1 at Queen Street pump station

May

01: Hauled Lystek out of storage tank

02: Repairs to faulty heater in Lystek building

03: Forman Electric onsite to replace transfer switch for generator

03: Sludge pump out of service – unable to haul Lystek

08: Hardie Electric onsite to plan for the new MCC panel for the sludge pump

09: Electrical Safety Authority onsite to inspect the new transfer switch at Queen Street pump station

10: Communication issues with SCADA for the Lystek system

25: Waterloo Manufacturing onsite for annual boiler inspection

29: Hetek onsite to repair faulty sensors for gas detection

June

01: Replaced the backflow preventer in the blower room

02: Heating element installed in the steam boiler for Lystek

15: Replaced backflow preventer in the sludge building

16: Gave seed mixed liquor to Schneiders Maple Leaf plant as they had process issues

21: Repairs to leaking water line in the shop

22: H2Flow onsite completing UV maintenance of the effluent UV system

22: Lystek hauled off-site to a storage tank

23: Gave seed mixed liquor to Schneiders Maple Leaf plant as they had process issues

26: Lystek hauled off-site to a storage tank

27: Repairs to Detroitter fittings

PREVENTATIVE MAINTENANCE WORK ORDERS GENERATED												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
50	54	42	49	49	65							309

All work orders were completed on schedule.

ALARMS / CALL-INS:

FIRST QUARTER

JANUARY

11: Operator received high level alarms at the Robinson Street pump station and the WWTP

MARCH

1: Operator received high level alarms at the WWTP

SECOND QUARTER

MAY

05: Operator received a high level alarm at Robinson Street pump station due to heavy rains

COMPLAINTS & CONCERNS:

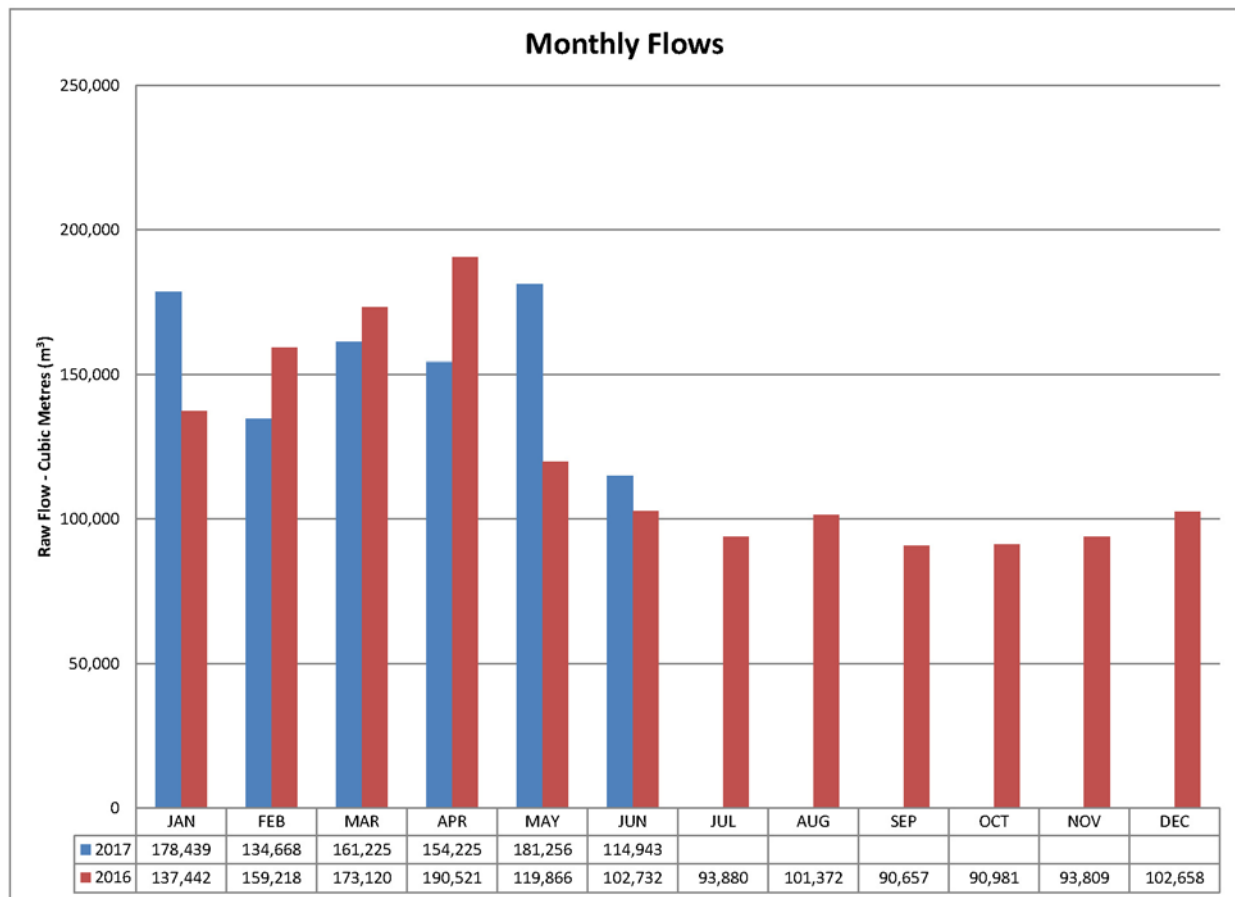
There have been no complaints or concerns reported to date.

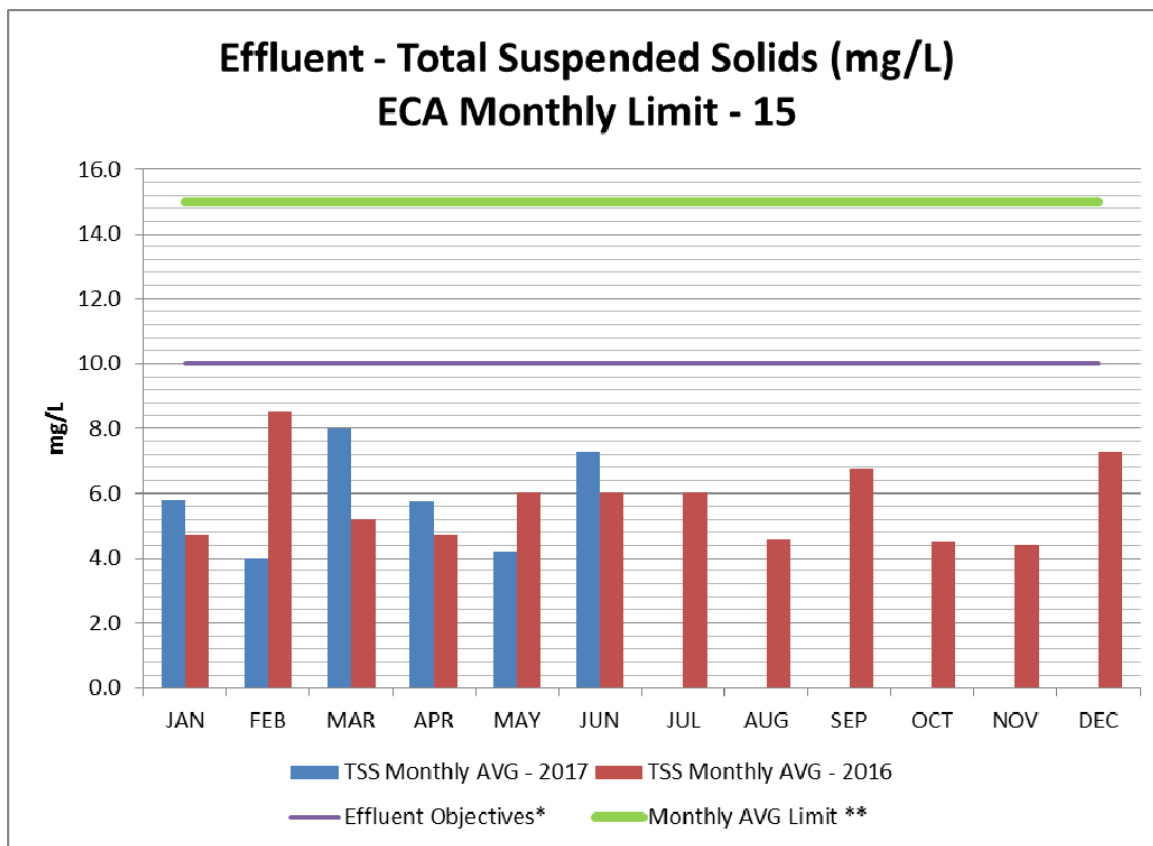
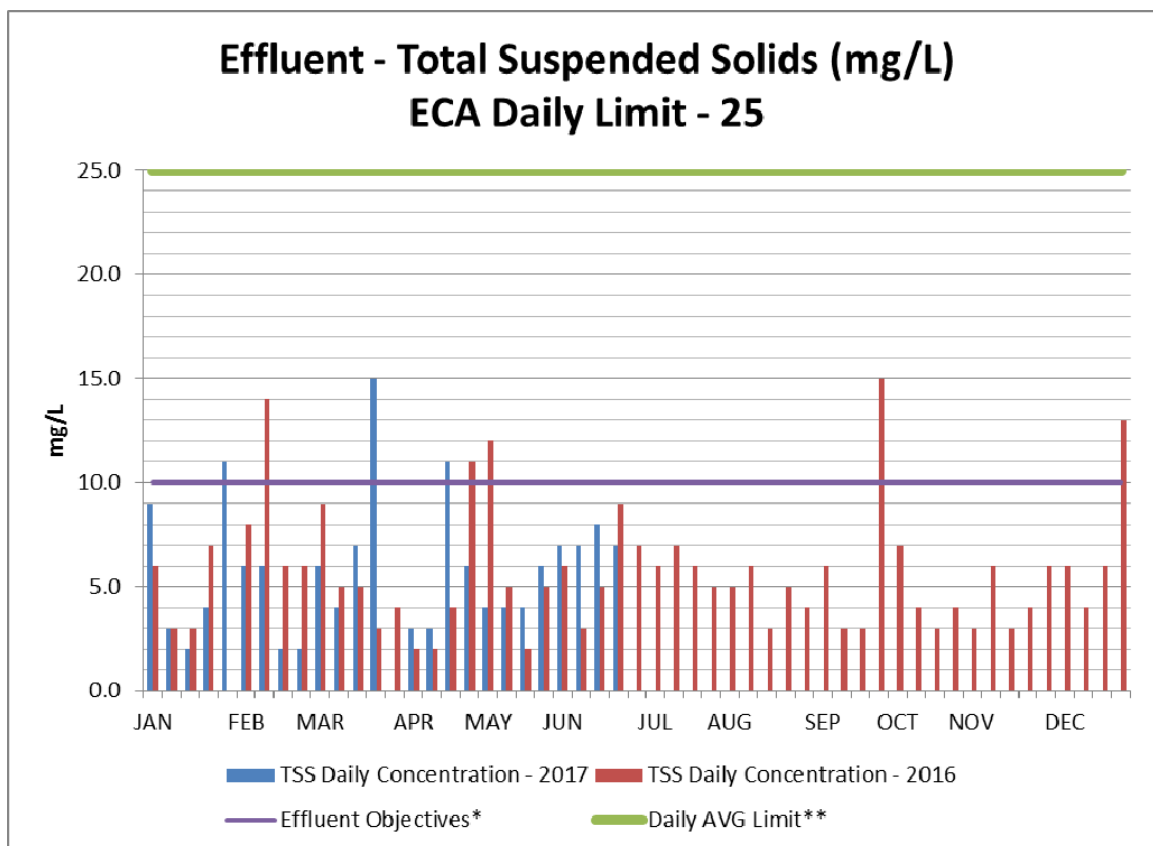
REGULATORY INSPECTIONS:

The last MOECC Inspection occurred on July 4, 2012.

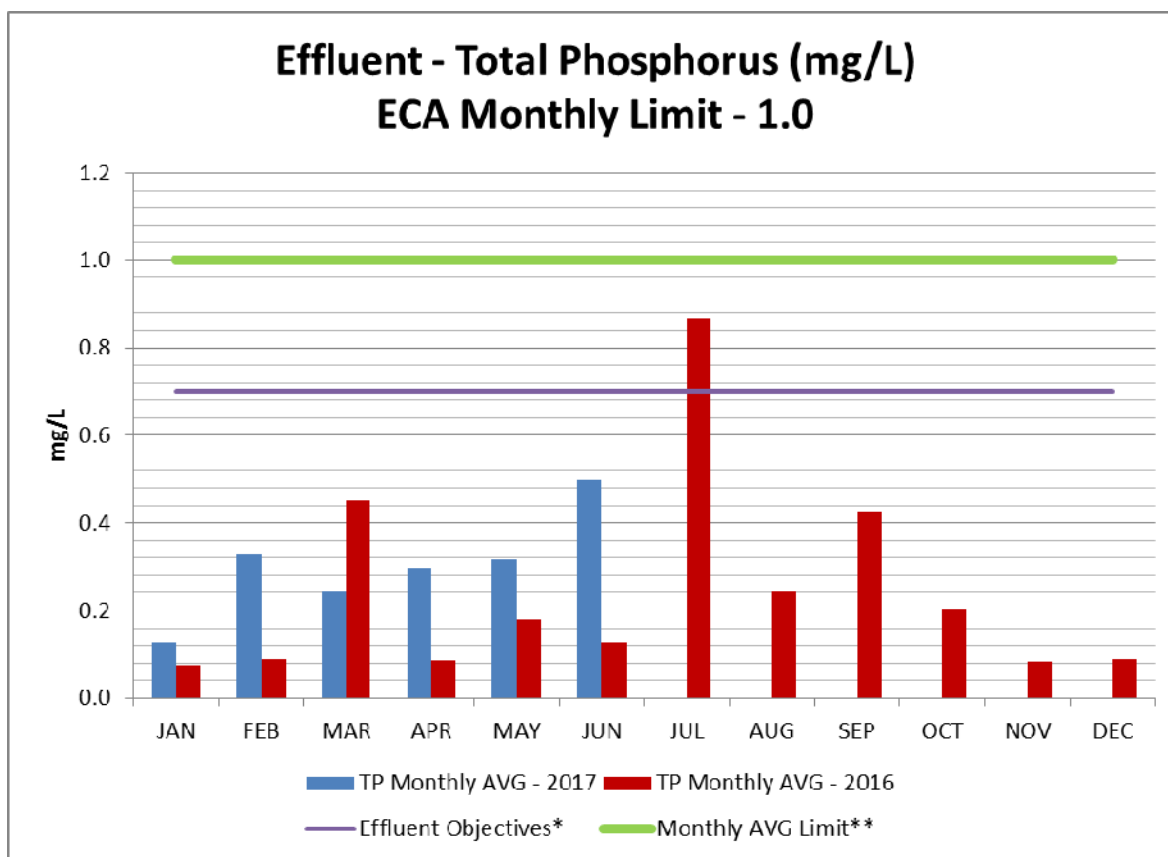
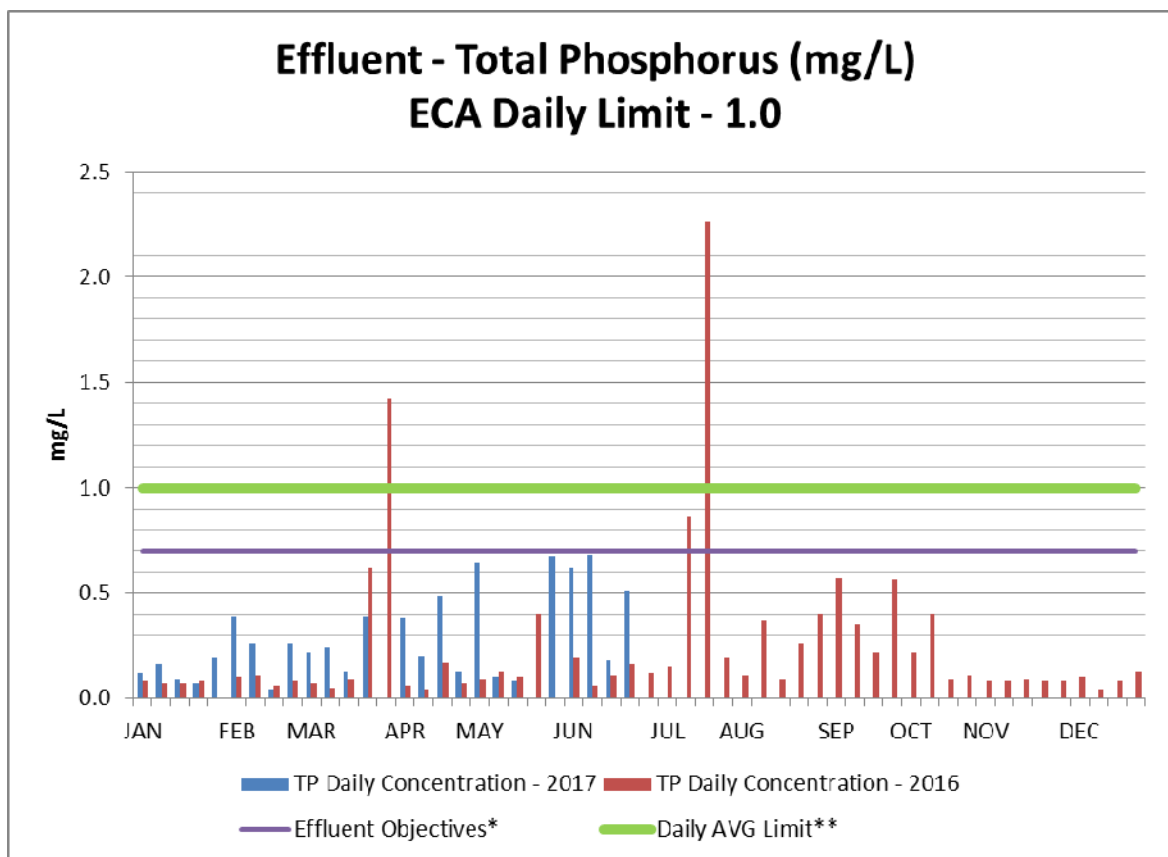
PERFORMANCE ASSESSMENT REPORT:

The average daily flow in 2017 for the January to June reporting period is 5,109.15 m³/day.

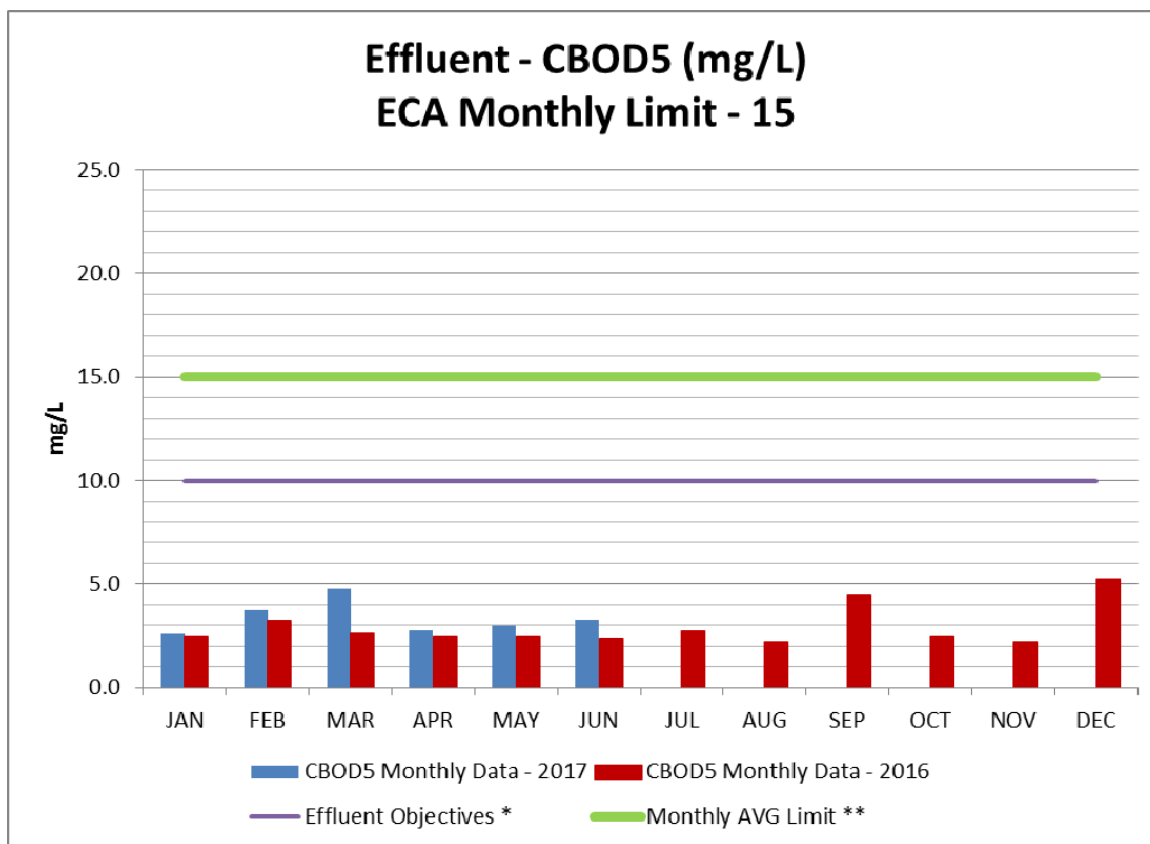
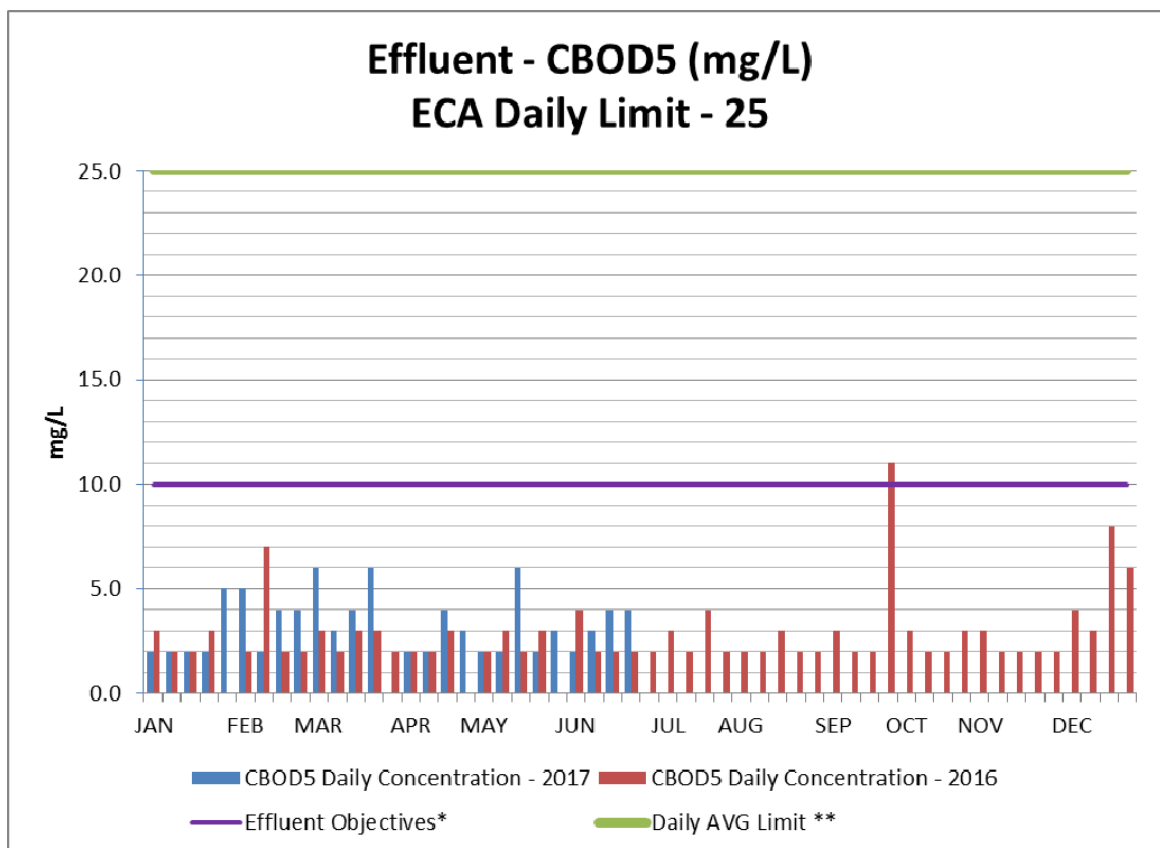




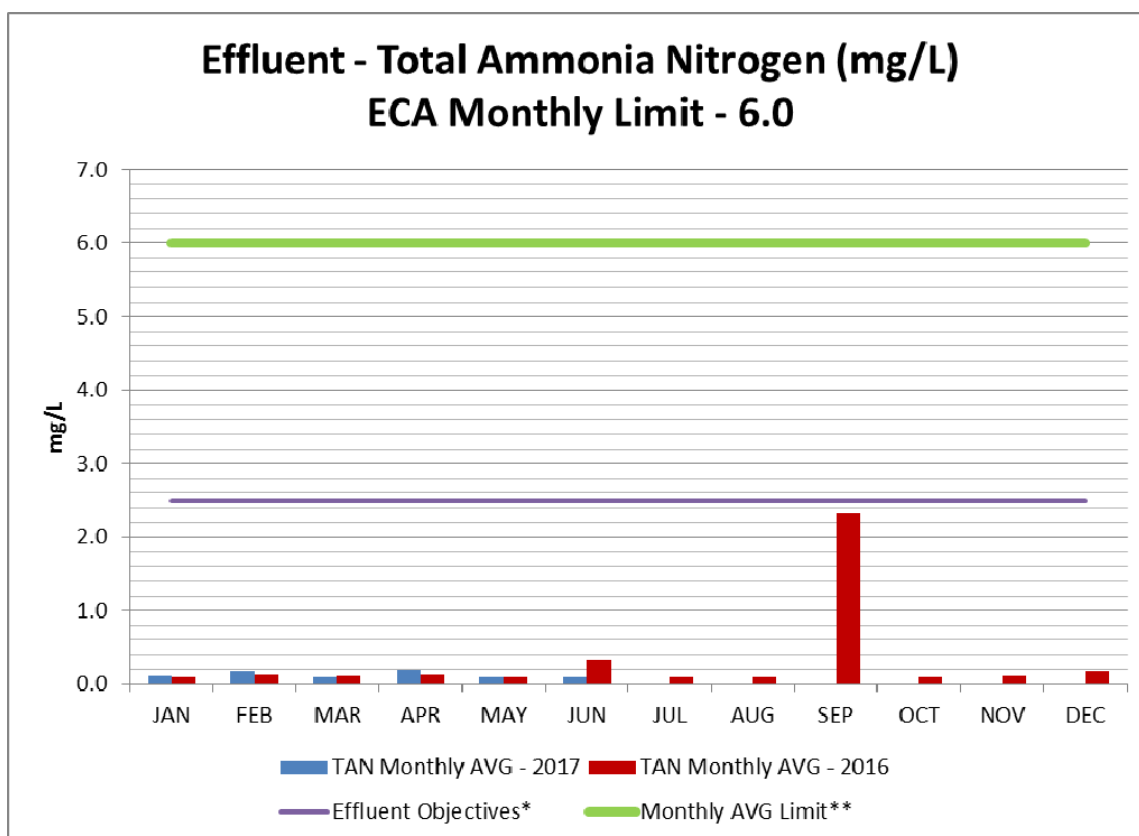
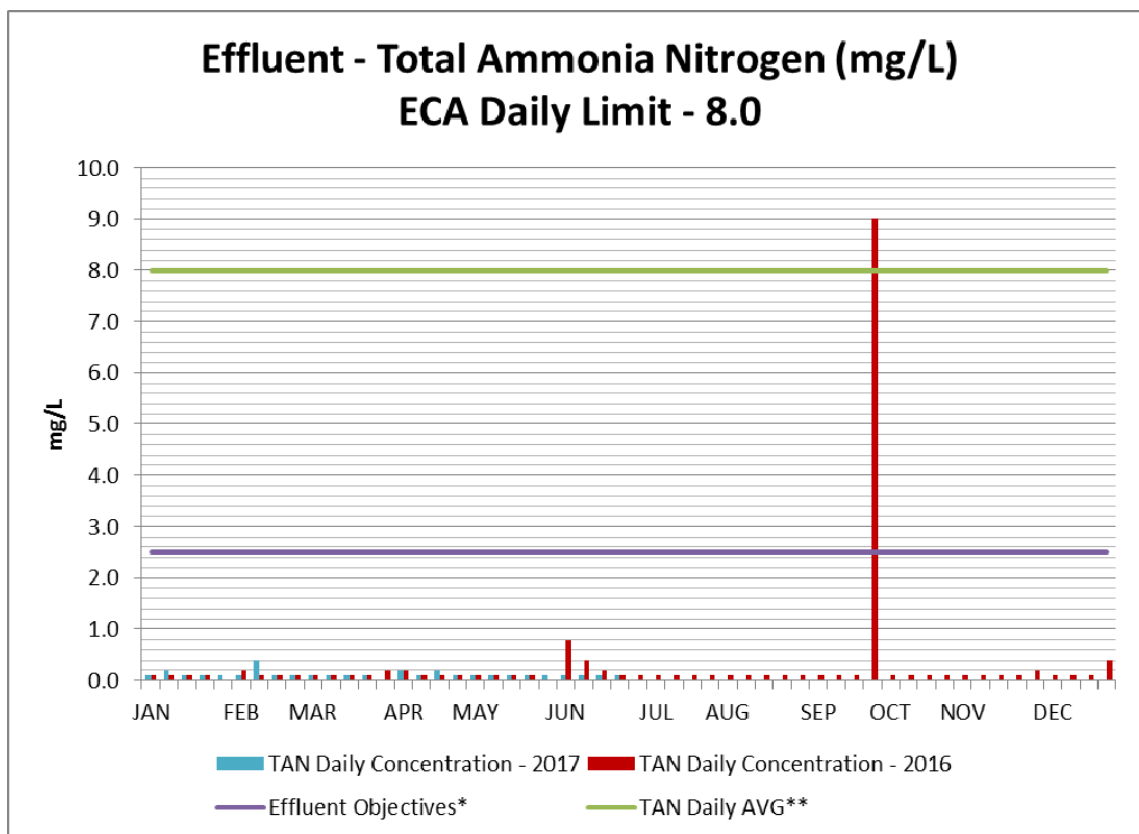
The monthly average suspended solids are in compliance for the second quarter.



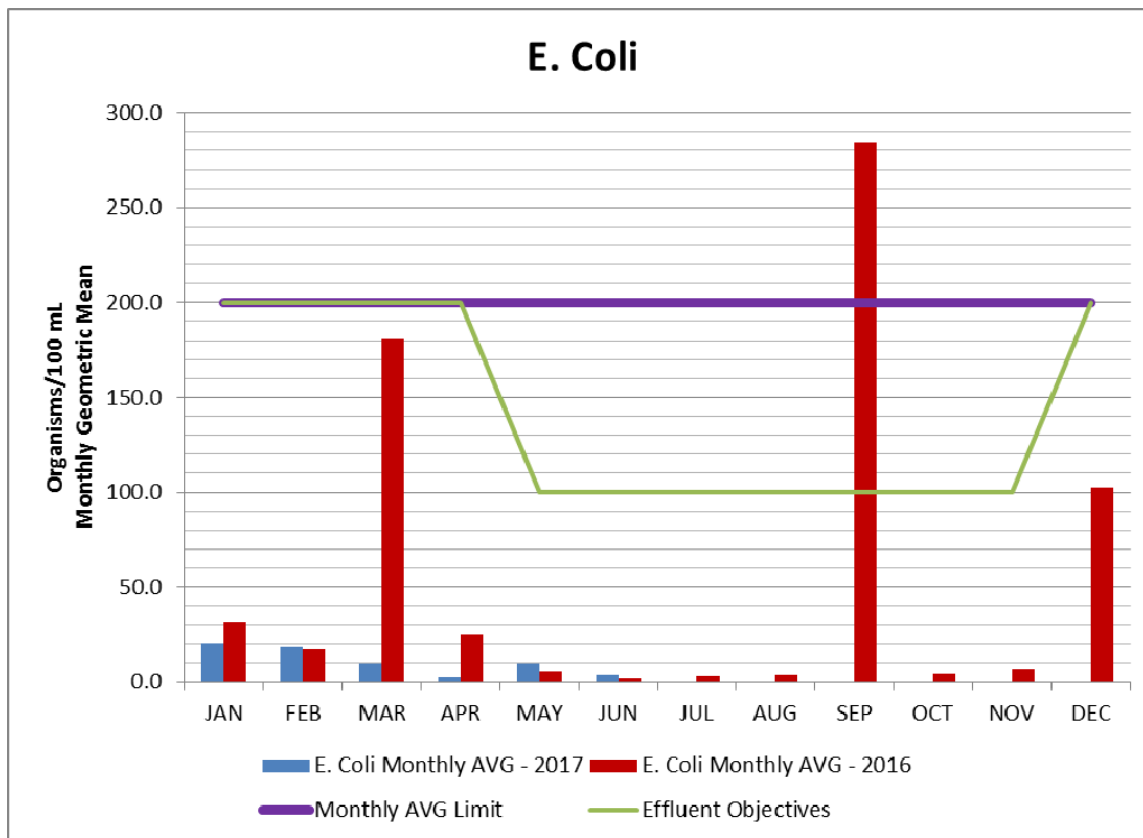
The monthly average for total phosphorus is in compliance for the second quarter.



The monthly average cBOD5 is in compliance for the second quarter.



The monthly average for total ammonia nitrogen is in compliance for the second quarter.



The monthly geometric mean is in compliance for the second quarter.

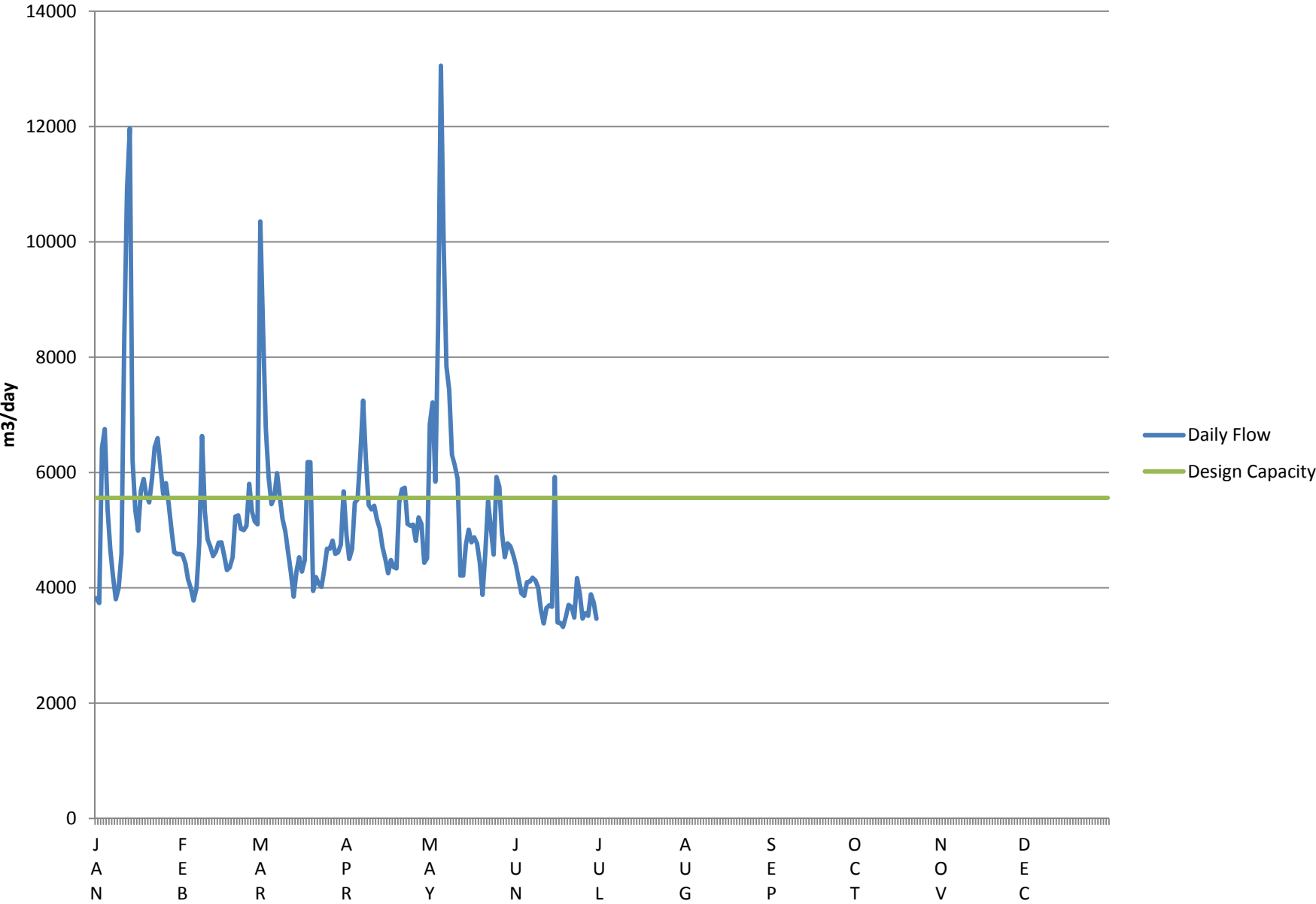
APPENDIX A – FLOW REPORT:

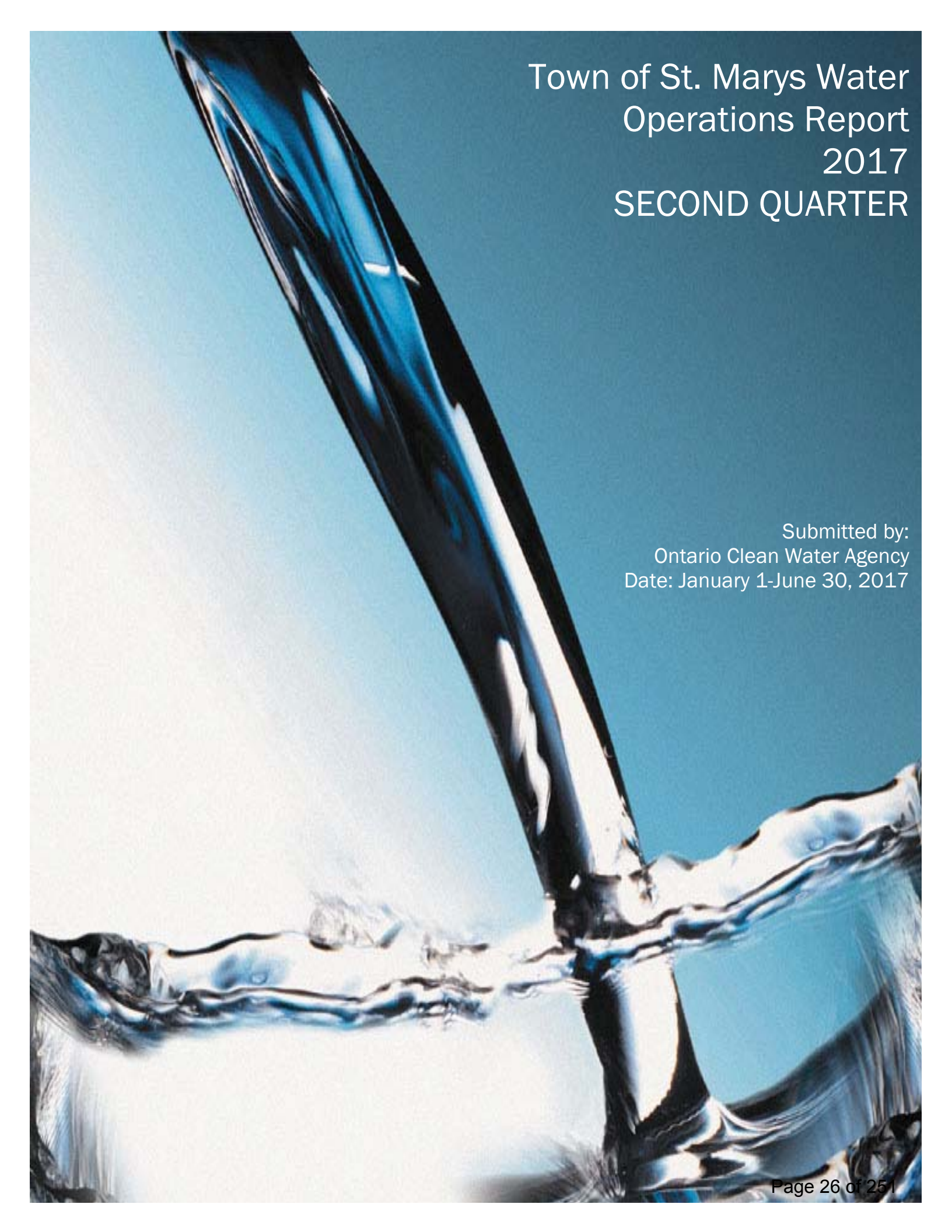
See attached.

APPENDIX A

FLOW REPORT

2017 Flows





Town of St. Marys Water Operations Report 2017 SECOND QUARTER

Submitted by:
Ontario Clean Water Agency
Date: January 1-June 30, 2017

Facility Description

Facility Name: St. Marys Water Treatment Plant
Senior Operations Manager: Renee Hornick (519) 274-0997
Business Development Manager: Jackie Muller (519) 643-8660
Facility Type: Municipal
Classification: Class 2 Water Distribution and Supply
Title Holder: The Corporation of the Town of St. Marys

Service Information

Area(s) Serviced: Separated Town of St. Marys
Population Serviced: 7,200

Capacity Information – Well No. 1

Total Design Capacity: 5,184 (m³/day)
Total Annual Flow (2016 Data): 491,091.67 (m³/year)
Average Day Flow (2016 Data): 1,731.69 (m³/day)
Maximum Day Flow (2016 Data): 3,873.41 (m³/day)

Capacity Information – Well No. 2A

Total Design Capacity: 5,184 (m³/day)
Total Annual Flow (2016 Data): 429,707.33 (m³/year)
Average Day Flow (2016 Data): 1,609.64 (m³/day)
Maximum Day Flow (2016 Data): 3,595.11 (m³/day)

Capacity Information – Well No. 3

Total Design Capacity: 5,184 (m³/day)
Total Annual Flow (2016 Data): 212,335.2 (m³/year)
Average Day Flow (2016 Data): 920.55 (m³/day)
Maximum Day Flow (2016 Data): 2,970.93 (m³/day)

Operational Description

Each of the Pump Houses No. 1, 2A and 3 houses a vertical turbine pump, each rated at 60L/s capacity. These draw water from the three wells. Water passes through the air release valves, a backflow check valve, pressure gauges, the primary UV light disinfection unit, flow meter, the chlorine gas injection point, and actuator control valve and then into the contact chamber piping located underground.

COMPLIANCE AND EXCEEDANCES SUMMARY:

There have been no compliance or exceedance issues to date.

OCCUPATIONAL HEALTH & SAFETY:

There have been no health and safety issues to date.

GENERAL MAINTENANCE AND PLANT ACTIVITIES:

General maintenance includes monthly generator tests, greasing equipment and preventative maintenance.

FIRST QUARTER

January

- 04: Well 2A – Replaced all gas chlorine lines
- 05: Well 2A – Troubleshoot chlorine issues with injector
- 06: Well 2A – Repaired backflow preventer
- 10: Well 2A – Installed new chlorine regulators
- 11: Well 1 – Replaced chlorine regulator
- 30: Well 1 – Annual backflow preventer inspections
- 30: Well 2A – Replaced thermostat in the well house
- 30: Well 3 – Installed unit heater with a thermostat in the eyewash area

February

- 14: Well 2A – Replaced security keypad
- 16: Calibration of chlorine gas scales at all wells
- 27: Well 3 – Replaced all gas chlorine lines
- 28: Sampled first set of samples for commissioning of Ardmore watermain

March

- 01: Sampled second set of samples for commissioning of Ardmore watermain
- 03: Final connection from Westover to Ardmore watermain
- 08: Well 2A – Repairs to faulty Singer valve
- 15: Well 2A – Sent reference sensor for UV system in for repairs – currently using spare
- 16: Well 1 – Chlorine tank leak – emergency chlorine kit used to contain the leak until the tank can be removed from site
- 16: Well 2A – Replaced faulty smoke detector

SECOND QUARTER

April

- 06: Well 3 – Replaced Singer valve from raw water pipe
- 06: Well 3 – Replaced chlorine lines and fittings
- 12: 214 Widder Street East – Service repair – replaced a section of the service
- 19: Well 1 – H2Flow onsite to complete the bi-annual maintenance on the UV system
- 19: Well 2 – H2Flow onsite to complete the bi-annual maintenance on the UV system
- 19: Well 3 – H2Flow onsite to complete the bi-annual maintenance on the UV system
- 27: Well 3 – Installed weigh scales for chlorine cylinders

May

- 2: Well 1 – Turbidity meter failed. Sent away for repairs and replaced with spare turbidity meter from another area.
- 3: Well 3 – VFD faulted out – reset pump and all was ok
- 10: Well 2A – Low chlorine issue investigation – operator cleaned regulators, etc. to find a solution to the problem
- 29: Well 3 – Replaced turbidity meter lines

June

06: All three wells – Pierce Services onsite to complete calibrations on turbidity and chlorine meters, and flow meters

11: Well 3 – Small chlorine leak detected – repaired the screen in the regulator

13: All three wells – Hetek onsite to complete calibrations on Chlorine Gas Monitoring system

15: Well 2A – Repairs top leaking actuator valve

19: Well 3 – Replaced the plunger in the regulator

22: Well 3 – UPS failure

PREVENTATIVE MAINTENANCE WORK ORDERS GENERATED												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
41	40	37	41	40	71							270

All work orders were completed on schedule.

WATERMAIN BREAKS:

Location	Date
Watermain repair on Victoria and Water Street East Put end cap on 8" main	January 4, 2017
Watermain repair at 275 Emily Street 6" cast iron – put on a repair clamp	January 10, 2017
Watermain repair at 338 James Street South 10" asbestos cement – put on a repair clamp. Due to improper bedding (no support) and frost	January 23, 2017
Blow-off repair at the end of Meighen Court Replaced section of blow-off 3" blow-off	April 3, 2017
Blow-off repair at 95 Carling Street	June 28, 2017

ALARMS / CALL-INS:

FIRST QUARTER

January

10: Watermain break at 275 Emily Street

10: Booster station running due to a cracked sprinkler head at a local industry

February

11: Well 2A – Received a call for a smoke alarm. Operator arrived on site and opened the louvres for the ventilation. Issue resolved.

12: Well 1 – Received a call for a door alarm caused by high winds. Operator arrived on site and secured the door.

23: Well 3 – Received a call for a pump fault. Operator arrived on site, reset the VFD and SCADA alarm and operator checked the trending. All ok.

March

7: Well 1 – Received a call for a UV alarm related to a power failure. All ok.

SECOND QUARTER

May

08: Well 2A – Chlorine alarm failure. Georgian Bay came on site to repair an alarm issue.

June

11: Well 3 – Received a call for a gas leak alarm. Operator arrived onsite, used handheld gas monitor to check for leaks. Cause is believed to have been gas venting out of the regulator. Operator shut off the chlorine tank to that regulator.

15: Well 2A – Received a call for a low chlorine alarm. Operator arrived onsite and back-flushed. Operator was able to get the well operating normally. All ok.

17: Well 1 – Received a UV alarm

COMPLAINTS & CONCERNS:

There have been no complaints or concerns reported to date.

DWQMS UPDATE:

Management Review – May 9, 2017

Internal Audit – May 1, 2017

External Audit – September 15, 2016

Risk Assessment – March 13, 2017

Accreditation Status – Full Scope Entire Accreditation Expires November 2017

REGULATORY INSPECTIONS:

The last MOECC Inspection occurred on June 28, 2017

APPENDIX A – PERFORMANCE ASSESSMENT REPORT:

See attached.

APPENDIX A

PERFORMANCE ASSESSMENT REPORT

Ontario Clean Water Agency
Performance Assessment Report Water

Report extracted 08/08/2017 09:51

From: 01/01/2017 to 30/06/2017

Facility: [1262] ST MARYS DRINKING WATER SYSTEM

Works: [220000521]

	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	<--Total-->	<--Avg.-->	<--Max.-->	<--Min.-->	<--Criteria-->
Flows:											
Raw Flow: Monthly Total - Well #1 (m³)	40844.48	35340.8	37081.13	36183.64	35652.75	33307.07	218409.87				
Raw Flow: Monthly Avg - Well #1 (m³/d)	1633.78	1472.53	1545.05	1573.2	1550.12	1387.79		1527.08			
Raw Flow: Monthly Max - Well #1 (m³/d)	2752.53	2358.32	2494.75	2463.07	2784.38	3172.84			3172.84		
Raw Flow: Monthly Total - Well #2 (m³)	21953.34	21034.98	28844.39	35853.12	37352.1	40387.11	185425.04				
Raw Flow: Monthly Avg - Well #2 (m³/d)	954.49	1051.75	1311.11	1558.83	1624	1755.96		1376.02			
Raw Flow: Monthly Max - Well #2 (m³/d)	2642.09	2842.09	2409.14	2719.95	3080.12	2687.9			3080.12		
Raw Flow: Monthly Total - Well #3 (m³)	19247.34	16665.76	14857.86	7038.31	43945.55	15514.94	117269.76				
Raw Flow: Monthly Avg - Well #3 (m³/d)	916.54	877.15	742.89	439.89	2197.28	861.94		1005.95			
Raw Flow: Monthly Max - Well #3 (m³/d)	2679.86	2022.72	1838.9	1850.97	28858	2688.16			28858		
Raw Flow: Monthly Total - Total Raw Flow (m³)	77406.3	73041.54	78015.7	67461.43	113884.88	72327.14	482136.99				
Raw Flow: Monthly Avg - Total Raw Flow (m³/d)	2669.18	2608.63	2600.52	2698.46	3796.16	3013.63		2897.76			
Raw Flow: Monthly Max - Total Raw Flow (m³/d)	3028.58	2957.67	2906.44	3193.44	31687.15	3644.72			31687.15		
Turbidity:											
Raw: Max Turbidity - Well #1 (NTU)	0.22	0.27	0.22	0.14	0.23	0.23			0.27		
Raw: Max Turbidity - Well #2 (NTU)	0.32	0.32	0.38	0.16	0.19	0.24			0.38		
Raw: Max Turbidity - Well #3 (NTU)	0.35	0.42	0.19	0.16	0.26	0.32			0.42		
Chemical Parameters:											
Treated: Max Nitrite - Treated Water #1 (mg/L)	< 0.003			< 0.003					< 0.003		
Treated: Max Nitrite - Treated Water #2 (mg/L)	< 0.003			< 0.003					< 0.003		
Treated: Max Nitrite - Treated Water #3 (mg/L)	< 0.003			< 0.003					< 0.003		
Treated: Max Nitrate - Treated Water #1 (mg/L)	2.58			3.41					3.41		
Treated: Max Nitrate - Treated Water #2 (mg/L)	0.36			< 0.006					0.36		
Treated: Max Nitrate - Treated Water #3 (mg/L)	0.35			1.1					1.1		
Distribution: Max THM - Distribution System (µg/l)	16			19					19		

Chlorine Residuals:														
Treated: Min Free Cl2 Resid - Treated Water #1 (mg/L)	0.81	0.84	0.96	0.84	0.83	0.87						0.81		
Treated: Min Free Cl2 Resid - Treated Water #2 (mg/L)	0.76	0.87	0.76	0.7	0.67	0.86						0.67		
Treated: Min Free Cl2 Resid - Treated Water #3 (mg/L)	0.73	0.86	0.94	0.66	0.74	0.86						0.66		
Treated: Max Free Cl2 Resid - Treated Water #1 (mg/L)	1.13	1.35	1.49	1.25	1.34	1.48					1.49			
Treated: Max Free Cl2 Resid - Treated Water #2 (mg/L)	1.41	1.43	1.33	1.31	1.3	1.34					1.43			
Treated: Max Free Cl2 Resid - Treated Water #3 (mg/L)	1.39	1.33	1.41	1.45	1.47	1.36					1.47			
Bacti Samples Collected:														
Raw Bacti: # of samples - Well #1	5	4	4	4	5	4		26						
Raw Bacti: # of samples - Well #2	5	4	4	4	5	4		26						
Raw Bacti: # of samples - Well #3	5	4	4	4	5	4		26						
Treated Bacti: # of samples - Treated Water #1	5	4	4	4	5	4		26						
Treated Bacti: # of samples - Treated Water #2	5	4	4	4	5	4		26						
Treated Bacti: # of samples - Treated Water #3	5	4	4	4	5	4		26						
Dist Bacti: # of samples - Distribution System	22	16	16	17	20	16		107						
Treated Bacti: # of TC exceedances - Treated Water #1	0	0	0	0	0	0		0						
Treated Bacti: # of TC exceedances - Treated Water #2	0	0	0	0	0	0		0						
Treated Bacti: # of TC exceedances - Treated Water #3	0	0	0	0	0	0		0						
Treated Bacti: # of EC exceedances - Treated Water #1	0	0	0	0	0	0		0						
Treated Bacti: # of EC exceedances - Treated Water #2	0	0	0	0	0	0		0						
Treated Bacti: # of EC exceedances - Treated Water #3	0	0	0	0	0	0		0						
Dist Bacti: # of TC exceedances - Distribution System	0	0	0	0	0	0		0						
Dist Bacti: # of EC exceedances - Distribution System	0	0	0	0	0	0		0						



MINUTES
Strategic Priorities Committee

July 18, 2017
10:00 am
Council Chambers, Town Hall

Council Present: Mayor Strathdee
Councillor Osborne
Councillor Van Galen
Councillor Winter
Councillor Pope
Councillor Craigmile

Council Regrets: Councillor Hainer

Staff Present: Trisha McKibbin, Director of Corporate Services / Deputy Clerk
Jim Brown, Director of Finance / Treasurer

1. CALL TO ORDER

Chair Strathdee called the meeting to order at 10:18am.

2. DECLARATIONS OF PECUNIARY INTEREST

None declared.

3. AMENDMENTS AND APPROVAL OF THE AGENDA

Resolution 2017-07-18-01

Moved By: Councillor Pope

Seconded By: Councillor Winter

THAT the July 18, 2017 Strategic Priorities Committee agenda be accepted as presented.

CARRIED

4. DELEGATIONS AND PRESENTATIONS

4.1 Watson & Associates re: Development Charges Workshop

Jim Brown introduced Gary Scalan of Watson & Associates to speak to the Development Charges workshop. Mr. Scalan reviewed the

Development Charges presentation and responded to questions from the Committee.

There was consensus by the Committee that components of the final report will be provided to developers prior to the next scheduled meeting with Town staff. The formal public process is proposed to be undertaken on October 24, 2017 with Council's consideration of a bylaw scheduled for November 28, 2017.

There was also consensus that Mr. Scalan would provide staff with a full list of all possible exemptions utilized by other municipalities.

Resolution 2017-07-18-02

Moved By: Councillor Winter

Seconded By: Councillor Van Galen

THAT the delegation from Watson & Associates regarding Development Charges Workshop be received for information, discussion and direction to the Development Charges consultant.

CARRIED

5. STRATEGIC PRIORITIES REVIEW

Nothing reported.

6. NEXT MEETING

Chair Strathdee reviewed the upcoming meeting as presented on the agenda.

7. ADJOURNMENT

Resolution 2017-07-18-03

Moved By: Councillor Van Galen

Seconded By: Councillor Craigmile

That this meeting of the Strategic Priorities Committee adjourn at 11:47am.

CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO / Clerk



MINUTES
Regular Council

July 25, 2017
6:00pm
Council Chambers, Town Hall

Council Present: Mayor Strathdee
Councillor Van Galen
Councillor Winter
Councillor Pope
Councillor Craigmile

Council Regrets: Councillor Osborne
Councillor Hainer

Staff Present: Brent Kittmer, CAO / Clerk
Trisha McKibbin, Director of Corporate Services / Deputy Clerk
Grant Brouwer, Director of Building and Development
Jim Brown, Director of Finance / Treasurer
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
Lisa Lawrence, Human Resources Manager
Jenna McCartney, Corporate Administrative Coordinator

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 6:00pm.

2. DECLARATIONS OF PECUNIARY INTEREST

None declared.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2017-07-25-01

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT the July 25, 2017 regular Council agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

Mr. Frank Doyle, St. Marys Independent, inquired if the Town has considered a cleanup of Trout Creek in conjunction with the Wellington Street Bridge project.

Jed Kelly replied that it is unknown if there will be enough time to coordinate a clean-up although the Town has been conversing with UTRCA regarding the possibility of a shoreline clean-up..

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Dr. Miriam Klassen, CEO and MOH for Perth District Health Unit

Dr. Miriam Klassen, CEO and MOH for Perth District Health Unit addressed Council regarding an overview of public health in Perth County and responded to questions from Council.

Discussion ensued regarding the proposed Public Health governance model changes. It was confirmed by Dr. Klassen that the project is in a consultation period and a timeline for the proposed changes to be implemented have not been communicated at this time.

Resolution 2017-07-25-02

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the delegation from Dr. Miriam Klassen, Medical Officer of Health and CEO for Perth District Health Unit be received.

CARRIED

5.2 Social Research & Planning Council regarding Embracing Diversity

Barbara Hagerty of the Social Research & Planning Council presented the Newcomer Report.

Tracy Van Kalsbeek of the Social Research & Planning Council presented the My Huron - Perth Community report.

Ms. Hagerty and Ms. Van Kalsbeek responded to questions from Council.

Resolution 2017-07-25-03

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the delegation from Ryan Erb of United Way Perth and Huron regarding Social Research and Planning Council be received.

CARRIED

5.3 Edward Toews and Avery Gazel regarding Sidewalk Renovation

Edward Toews and Avery Gazel of Water Stone Wellness at 48 & 50 Water Street South addressed Council regarding the presentation of the sidewalk renovation at their property. Mr. Toews and Ms. Gazel responded to questions from Council.

Further detail is required of staff regarding the scope of the project and what, if any, opportunities for assistance are available to the property owners.

Resolution 2017-07-25-04

Moved By Councillor Van Galen

Seconded By Councillor Winter

THAT the delegation from Edward Toews and Avery Gazel regarding sidewalk renovation at 48-50 Water Street South, St. Marys be received; and

THAT staff be directed to report back to Council regarding the request for assistance.

CARRIED

6. ACCEPTANCE OF MINUTES

6.1 Regular Council - June 27, 2017

Resolution 2017-07-25-05

Moved By Councillor Van Galen

Seconded By Councillor Winter

THAT the June 27, 2017 regular Council meeting minutes be approved and signed and sealed by the Mayor and the Clerk.

CARRIED

6.2 Special Meeting of Council - July 18, 2017

Resolution 2017-07-25-06

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the July 18, 2017 special Council meeting minutes be approved and signed and sealed by the Mayor and the Clerk.

CARRIED

7. CORRESPONDENCE

7.1 Township of Edwardsburgh Cardinal re: Bill 7 Property Standards Downloading

Resolution 2017-07-25-07

Moved By Councillor Van Galen

Seconded By Councillor Pope

THAT the correspondence from the Township of Edwardsburgh Cardinal regarding Schedule 5 of Bill 7 about Property Standards Downloading be received.

CARRIED

7.2 Township of North Stormont re: Conservation Authorities Act proposed amendment

Resolution 2017-07-25-08

Moved By Councillor Winter

Seconded By Councillor Van Galen

THAT the correspondence from the Township of North Stormont regarding the proposed amendment to the Conservation Authorities Act be received; and,

THAT Council supports the Township of North Stormont's resolution.

CARRIED

7.3 City of Stratford re: Possible Transfer of Long-term Care Beds from the Stratford-Perth area

Resolution 2017-07-25-09

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT the correspondence from the City of Stratford regarding the possible transfer of long-term care beds from the Stratford-Perth area be received; and

THAT Council supports the City of Stratford's resolution.

CARRIED

7.4 Canadian Association of Nuclear Host Communities

Resolution 2017-07-25-10

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT the correspondence from the Canadian Association of Nuclear Host Communities regarding the Ontario Power Generation Proposal to Develop a Deep Geologic Repository for Low- and Intermediate- Level Radioactive Waste in Kincardine be received; and,

THAT Council defer support of Deep Geologic Repository until the impacts to the Town of St. Marys are known.

CARRIED

8. STAFF REPORTS

8.1 Administration and Human Resources

8.1.1 CAO 27-2017 July Monthly Report (Administration and Human Resources)

Brent Kittmer and Lisa Lawrence spoke to CAO 27-2017 report and responded to questions from Council.

Resolution 2017-07-25-11

Moved By Councillor Pope

Seconded By Councillor Winter

THAT CAO 27-2017 July Monthly Report (Administration and Human Resources) be received for information.

CARRIED

8.1.2 CAO 28-2017 Annual Report – Perth Administrators Collaborative Team (PACT) 2016

Brent Kittmer spoke to CAO 28-2017 report and responded to questions from Council.

Resolution 2017-07-25-12

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT CAO 28-2017 Annual Report – Perth Administrators Collaborative Team (PACT) 2016 report be received for information.

CARRIED

8.1.3 CAO 29-2017 121 Ontario Street Agreement of Purchase and Sale

Brent Kittmer spoke to CAO 29-2017 report and responded to questions from Council.

Resolution 2017-07-25-13

Moved By Councillor Van Galen

Seconded By Councillor Winter

THAT report CAO 29-2017 regarding the 121 Ontario Street agreement of purchase and sale be received; and

THAT the CAO be delegated authority to negotiate any final terms of the agreement of purchase and sale with Wildwood Homes for 121 Ontario Street; and

THAT by-law 60-2017 authorizing the Mayor and the Clerk to sign the agreement of purchase and sale be approved.

CARRIED

8.2 Corporate Services

8.2.1 COR 28-2017 July Monthly Report (Corporate Services)

Trisha McKibbin spoke to COR 28-2017 report and responded to questions from Council.

Resolution 2017-07-25-14

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT COR 28-2017 July Monthly Report (Corporate Services) be received for information.

CARRIED

8.2.2 COR 29-2017 Bill 68 – Modernizing Ontario’s Municipal Legislation Act

Trisha McKibbin spoke to COR 29-2017 report and responded to questions from Council.

Resolution 2017-07-25-15

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT COR 29-2017 Report on Bill 68 – *Modernizing Ontario's Municipal Legislation Act* report be received;

THAT staff be directed to research and provide recommendations related to new mandatory policies as set by the *Modernizing Municipal Legislation Act*; and

THAT staff be directed to review existing policies related to section 270 of the *Municipal Act, 2001* and provide recommendations for amendments and revisions; and

THAT staff be directed to partner with municipalities in the County of Perth on a joint RFP to secure an Integrity Commissioner for the Town of St. Marys.

CARRIED

8.2.3 COR 30-2017 Appointment of Deputy Division Registrars

Trisha McKibbin spoke to COR 30-2017 report and responded to questions from Council.

Resolution 2017-07-25-16

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT COR 30-2017 Appointment of Deputy Division Registrar report be received; and,

THAT Council approve Bylaw 61-2017 being a By-law to appoint Deputy Division Registrars for the Municipality of the Town of St. Marys.

CARRIED

8.2.4 COR 31-2017 Accessible Websites and Web Content

Trisha McKibbin invited Jenna McCartney to speak to COR 31-2017 report and respond to questions from Council.

Resolution 2017-07-25-17

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT COR 31-2017 Accessible Websites and Web Content report be received; and,

THAT the Town perform a test pilot on livestreaming services for Council meetings for a three month trial period at no charge with a report back from staff for Council to determine its next steps; and

THAT staff be directed to prepare correspondence to the Information and Communications Standard Review Committee regarding the negative impact on accessibility, communication and transparency of Council proceedings due to O. Reg 191/11 Section 14.

CARRIED

8.3 Finance

8.3.1 FIN 15-2017 July Monthly Report (Finance Department)

Jim Brown spoke to FIN 15-2017 report and responded to questions from Council.

Resolution 2017-07-25-18

Moved By Councillor Van Galen

Seconded By Councillor Winter

THAT FIN 15-2017 July Monthly Report (Finance Department) be received for information.

CARRIED

8.4 Fire and Emergency Services

Council took a brief recess at 8:31pm.

Mayor Strathdee called the meeting back to order 8:39pm.

8.4.1 FD 10-2017 July Monthly Report (Emergency Services)

Brent Kittmer, on behalf of Fire Chief Anderson, spoke to FD 10-2017 report and responded to questions from Council.

Resolution 2017-07-25-19

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT FD 10-2017 July Monthly Report (Emergency Services) be received for information.

CARRIED

8.5 Building and Development Services

8.5.1 DEV 20-2017 July Monthly Report (Building and Development)

Grant Brouwer spoke to DEV 20-2017 report and responded to questions from Council.

Resolution 2017-07-25-20

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT DEV 20-2017 July Monthly Report (Building and Development) be received for information.

CARRIED

8.5.2 DEV 21-2017 Request for Temporary Parking at Pyramid Recreation Centre

Grant Brouwer spoke to DEV 21-2017 report and responded to questions from Council.

Resolution 2017-07-25-21

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT DEV 21-2017 Request for Temporary Parking at Pyramid Recreation Centre be received; and

THAT the Town enter into an agreement with Cascade Canada ULC to permit the use of the Pyramid Recreation Centre for Temporary Parking for employees; and

THAT By-law 63-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved.

CARRIED

8.5.3 DEV 22-2017 Septic Re-Inspection Program

Grant Brouwer spoke to DEV 22-2017 report and responded to questions from Council.

Resolution 2017-07-25-22

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT DEV 22-2017 Septic Re-Inspection Program be received for information.

CARRIED

8.6 Community Services

8.6.1 DCS 18-2017 July Monthly Report (Community Services)

Stephanie Ische spoke to DCS 18-2017 report and responded to questions from Council.

Resolution 2017-07-25-23

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT DCS 18-2017 July Monthly Report (Community Services) be received for information.

CARRIED

8.6.2 DCS 17-2017 Before and After School Rates Update

Stephanie Ische spoke to DCS 17-2017 report and responded to questions from Council.

Resolution 2017-07-25-24

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT DCS 17-2017 Before and After School Rates Update report be received; and

THAT Council maintain the “Full Time” current rates as approved by Council on May 9, 2017; and

THAT Council approve the “Part-Time” Rate (Option 1) as presented in DCS 17-2017 effective July 25, 2017.

Amendment:
Resolution 2017-07-25-25
Moved By Councillor Craigmile
Seconded By None received.

THAT 2017-07-25-24 resolution be amended to read as follows:

THAT DCS 17-2017 Before and After School Rates Update report be received; and

THAT Council maintain the "Full Time" current rates as approved by Council on May 9, 2017; and

THAT Council approve the "Part Time" Rate (Option 1) and Option 2 at \$8.00 per hour as presented in DCS 17-2017 effective July 25, 2017.

FAILED DUE TO NO SECONDER

Councillor Craigmile requested a recorded vote of 2017-07-25-24.

Resolution 2017-07-25-24
Moved By Councillor Pope
Seconded By Councillor Van Galen

THAT DCS 17-2017 Before and After School Rates Update report be received; and

THAT Council maintain the "Full Time" current rates as approved by Council on May 9, 2017; and

THAT Council approve the "Part Time" Rate (Option 1) as presented in DCS 17-2017 effective July 25, 2017.

Support (4): Mayor Strathdee, Councillor Van Galen, Councillor Winter, and Councillor Pope

Oppose (1): Councillor Craigmile

CARRIED

8.7 Public Works

8.7.1 PW 38-2017 July Monthly Report (Public Works)

Jed Kelly spoke to PW 38-2017 report and responded to questions from Council.

Resolution 2017-07-25-26

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT PW 38-2017 July Monthly Report (Public Works) be received for information.

CARRIED

8.7.2 PW 37-2017 Fibermat Surface Treatment Contract

Jed Kelly spoke to PW 37-2017 report and responded to questions from Council.

Resolution 2017-07-25-27

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT PW 37-2017 Fibermat Surface Treatment Contract report be received; and

THAT Council approve the use of the proprietary FiberMat surface treatment product on Town roads; and

THAT By-law 64-2017 authorizing the Mayor and Clerk to sign the necessary contract documents with NorJohn Contracting be approved.

CARRIED

8.7.3 PW 39-2017 Waste Collection Services Contract with Bluewater Recycling

Jed Kelly spoke to PW 39-2017 report and responded to questions from Council.

Resolution 2017-07-25-28

Moved By Councillor Pope

Seconded By Councillor Winter

That PW 39-2017 Waste Collection Services Contract report be received as information; and,

THAT Council approve By-Law 62-2016 authorizing the Mayor and Clerk to sign the Solid Waste Curbside Collection Agreement with Bluewater Recycling Association in substantially the same form as the draft presented.

CARRIED

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

9.1.1 Bluewater Recycling Association - Coun. Craigmile

Councillor Craigmile spoke to the attached minutes and responded to questions from Council.

Resolution 2017-07-25-29

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the June 15, 2017 Bluewater Recycling Association Board of Directors Meeting Highlights be received.

CARRIED

9.1.2 Library Board - Coun. Osborne, Winter

Councillor Winter spoke to the attached minutes and responded to questions from Council.

Resolution 2017-07-25-30

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT the April 26, 2017 St. Marys Public Library Board meeting minutes be received.

CARRIED

9.1.3 Municipal Liaison Committee - Mayor Strathdee, Coun. Winter

Nothing to report at this time.

9.1.4 Perth District Health Unit - Coun. Osborne

Nothing to report at this time.

Resolution 2017-07-25-31

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT the May 17, 2017 Perth District Health Unit Board meeting minutes be received.

CARRIED

9.1.5 Police Services Board - Mayor Strathdee, Coun. Van Galen

Nothing to report at this time.

9.1.6 Spruce Lodge Board - Coun. Pope, Van Galen

Nothing to report at this time.

9.1.7 Upper Thames River Conservation Authority

Resolution 2017-07-25-32

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT the May 23, 2017 Upper Thames River Conservation Authority Board of Directors' meeting minutes be received.

CARRIED

9.2 Advisory and Ad-Hoc Committee Reports

9.2.1 Accessibility Advisory Committee - Coun. Hainer

Resolution 2017-07-25-33

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT Council accept the resignation of Ms. Cynthia Vink-Broadfoot from the Accessibility Advisory Board.

CARRIED

9.2.2 Business Improvement Area - Coun. Pope

Councillor Pope spoke to the recent minutes and responded to questions from Council.

Resolution 2017-07-25-34

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT the June 12, 2017 Business Improvement Area Board meeting minutes be received.

CARRIED

9.2.3 CBHFM - Coun. Hainer

Nothing to report at this time.

9.2.4 Committee of Adjustment

Resolution 2017-07-25-35

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the June 7, 2017 Committee of Adjustment meeting draft minutes be received.

CARRIED

9.2.5 Economic Development Committee - Coun. Pope

Councillor Pope reported on the recent meeting of the Committee of which minutes will follow.

9.2.6 Heritage St. Marys - Coun. Pope

Councillor Pope spoke to the minutes and responded to questions from Council.

Resolution 2017-07-25-36

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT the June 10, 2017 Heritage Committee draft minutes be received; and,

THAT the July 6, 2017 Heritage Committee draft minutes be received.

CARRIED

9.2.7 Museum Board - Coun. Winter

Councillor Winter spoke to the attached minutes and responded to questions from Council.

Resolution 2017-07-25-37

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT the June 8, 2017 St. Marys Museum Board meeting draft minutes be received.

CARRIED

9.2.8 Planning Advisory Committee - Coun. Craigmile, Van Galen

Councillors Van Galen and Craigmile spoke to the minutes and responded to questions from Council.

Resolution 2017-07-25-38

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT the June 5, 2017 Planning Advisory Committee meeting draft minutes be received.

CARRIED

9.2.9 Heritage Conservation District Advisory Committee - Coun. Winter

Councillor Winter spoke to the minutes and responded to questions from Council.

Resolution 2017-07-25-39

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT the June 12, 2017 Heritage Conservation District Advisory Committee meeting minutes be received; and,

THAT the June 26, 2017 Heritage Conservation District Advisory Committee meeting minutes be received; and,

THAT the July 10, 2017 Heritage Conservation District Advisory Committee meeting draft minutes be received.

CARRIED

9.2.10 Senior Services Board - Coun. Craigmile

Councillor Craigmile spoke to the minutes and responded to questions from Council.

Resolution 2017-07-25-40

Moved By Councillor Van Galen

Seconded By Councillor Pope

THAT the June 20, 2017 Senior Services Board meeting draft minutes be received.

CARRIED

9.2.11 Huron Perth Healthcare Local Advisory Committee - Coun. Hainer

Nothing to report at this time.

9.2.12 St. Marys Lincolns Board - Coun. Craigmile

Nothing to report at this time.

9.2.13 St. Marys Cement Community Liaison Committee

Nothing to report at this time.

10. EMERGENT OR UNFINISHED BUSINESS

Brent Kittmer updated Council that there is a current situation affecting the street lights in St. Marys of which staff are working to remediate.

11. NOTICES OF MOTION

11.1 Councillor Van Galen re: Wellington Street Bridge Naming

Councillor Van Galen spoke to the matter of seeking formal approval to name Wellington Street Bridge "Elizabeth Bridge".

Resolution 2017-07-25-41

Moved By Councillor Van Galen

Seconded By Councillor Pope

THAT the Town make an application to the Office of the Secretary of the Governor General to name the reconstructed Wellington Street Bridge the "Elizabeth Bridge" in honour of Queen Elizabeth II.

TABLED

Resolution 2017-07-25-42

Moved By Councillor Winter

Seconded By Councillor Pope

THAT resolution 2017-07-25-41 be tabled until the August 22, 2017 Council meeting to allow staff to solicit collect public feedback on proposal to name the Wellington Street bridge the “Elizabeth Bridge”.

CARRIED

12. BY-LAWS

12.1 By-Law 60-2017 Authorize an Agreement for Purchase and Sale of 121 Ontario Street South

Resolution 2017-07-25-43

Moved By Councillor Winter

Seconded By Councillor Pope

THAT By-Law 60-2017, being a by-law to authorize the Mayor and the Clerk to sign an agreement with Wildwood Homes Ltd for the Purchase and Sale of 121 Ontario Street South be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

12.2 By-Law 61-2017 Appoint Deputy Division Registrars

Resolution 2017-07-25-44

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT By-Law 61-2017, being a by-law to appoint Deputy Division Registrars be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

12.3 By-Law 62-2017 Authorize an Agreement with Bluewater Recycling Association

Resolution 2017-07-25-45

Moved By Councillor Winter

Seconded By Councillor Pope

THAT By-Law 62-2017, being a by-law to authorize an agreement with Bluewater Recycling Association be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

12.4 By-Law 63-2017 Authorize an Agreement with Cascades Canada ULC

Resolution 2017-07-25-46

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT By-Law 63-2017, being a by-law to authorize the Mayor and the Clerk to sign an agreement with Cascades Canada ULC be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

12.5 By-Law 64-2017 Authorize an Agreement with NorJohn Contracting

Resolution 2017-07-25-47

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT By-Law 64-2017, being a by-law to authorize the Mayor and the Clerk to sign an agreement with NorJohn Contracting be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

13. UPCOMING MEETINGS

Mayor Strathdee reviewed the upcoming meetings as presented on the agenda.

Council took a brief recess at 10:12pm.

Mayor Strathdee called the meeting back to order at 10:18pm.

14. CLOSED SESSION

Resolution 2017-07-25-48

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT Council move into a session that is closed to the public at 10:20pm as authorized under the *Municipal Act*, Section 239(2)(d) labour relations or employee negotiations.

CARRIED

14.1 Minutes of June 27, 2017 CLOSED SESSION

14.2 Minutes of July 18, 2017 CLOSED SESSION

14.3 HR 04-2017 CONFIDENTIAL Aquatics Staffing

15. RISE AND REPORT

Mayor Strathdee reported that a closed session was held. A matter was considered related to employee relations with staff being given direction. There is nothing further to report at this time.

Resolution 2017-07-25-49

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT Council rise from closed session at 10:40pm.

CARRIED

16. CONFIRMATORY BY-LAW

Resolution 2017-07-25-50

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT By-Law 65-2017, being a by-law to confirm the proceedings of the July 25, 2017 regular Council meeting be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

17. ADJOURNMENT

Resolution 2017-07-25-51

Moved By Councillor Pope

Seconded By Councillor Craigmile

That this regular meeting of Council adjourn at 10:40pm.

CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO / Clerk

From: Kelly Deeks <kideeks31@yahoo.com>
Date: 2017-07-25 15:51 (GMT-05:00)
Subject: Before and After School Billing Change

Dear Mayor and Council,

This letter is in response to the billing change for the Before and After School service offered at Little Falls P.S. We have completed our first year as Little Falls parents and rely on the Before and After School program to provide care for our Kindergartner.

In June following the announcement of the change in school times we received the abrupt news of a drastic change in billing for the Before and After School program causing us to be extremely disappointed. We have not signed up for the program as of yet as we were waiting on the final decision for billing, but ultimately rely on the service as we are two working parents. The report posted for tonight's meeting still does not provide a strong position on the change.

Back in June when I questioned the increase the answer I received was simply, we need to switch to monthly billing or the program will lose it's subsidy from Stratford Family Services for families that need it. I challenged this as I don't understand why they would demand this and how it relates to whether or not St. Marys is billing hourly or monthly. And if this is the case, can the monthly structure only be mandated for those who utilize this resource. In this current report, it points to this being a maybe - *"While the before and after school rates were being reviewed staff were informed by Stratford Family Services that the rates needed to fall in line with others in the industry as this is a Ministry direction and the Town of St. Marys was the only organization using this hourly model. It was further learned that if we did not change our billing process the Town could jeopardize any future wage subsidy we receive."* The report also points to this discussion starting two years ago yet a change is just now being implemented and it's drastic. Perhaps a statement from Stratford Family Services highlighting all of these details would clarify why they are mandating this for the program causing families to pay a significantly higher monthly rate for this service. I did wonder if part of the reason for the change was that hourly billing is cumbersome on administration and this report highlights that here. The report points to if ALL families use the flexible billing how that will hurt the bottom line but this is an unrealistic approach as it was stated in the earlier communication that there are families already using the service to it's full time slot. I gather from this report that staff are standing firm that the monthly rate is the only option that makes sense for their business operation.

We agree that there needs to be an annual nominal increase in the fee but this is too high, too fast and too inflexible. It has felt like this was dumped on us with no communication that we should expect a big change. Our costs are going up significantly due to this and the inflexible structure is not conducive to our work environment. I know for us, if we can avoid the before or after school on any given day, we will. If we have the opportunity we would prefer to pick our child up and have her home with us rather than at school early and staying late. The flexibility is important. I ask that you look at this proposal carefully, review all options, perhaps even options outside of what is proposed here. And when a decision is made that clear and informative information is communicated to the users of this service.

Sincerely,
Kelly Deeks-Johnson

**Ministry of
Municipal Affairs**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des
Affaires municipales**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télé. : 416 585-6470



17-74433

Dear Clerk:

I am writing you on behalf of the Honourable Bill Mauro, Minister of Municipal Affairs, regarding recent changes to the Municipal Elections Act, 1996 under Bill 68 (Modernizing Ontario's Municipal Legislation Act, 2017).

We heard from a number of municipalities that the requirement to collect 25 signatures endorsing a candidate's nomination, which comes into force on April 1, 2018, may present a challenge to candidates in certain municipalities.

At Standing Committee on Social Policy, the government brought forward an amendment to the Municipal Elections Act, 1996 to provide an exemption to this requirement for candidates in municipalities with fewer than the prescribed number of electors. As a part of that process, we committed to consulting with municipalities to understand any challenges that they anticipate candidates within their municipality may face in meeting this requirement.

To help municipalities attract suitable candidates for their elections, we are looking for your council's feedback regarding the following two questions:

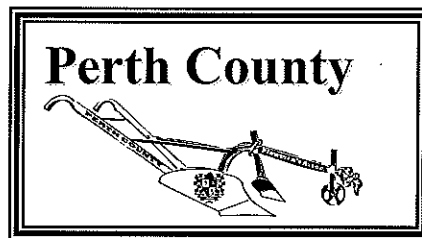
1. Would potential candidates in your municipality have any challenges in fulfilling the requirement to have their nomination endorsed by 25 electors?
2. The Minister of Municipal Affairs now has the authority to provide an exemption from the requirement for municipal council candidates to have their nomination endorsed by 25 electors in a municipality with less than the prescribed number of electors. What number of electors in a municipality is the appropriate threshold for the exemption to apply?

We look forward to hearing back from you by September 15, 2017. Please accept my best wishes.

Sincerely,

Lou Rinaldi
Parliamentary Assistant to the Minister of Municipal Affairs

Secretary
Bert J. Vorstenbosch (Jr.)
R. R. #3 / 5755 Line 34
Mitchell, Ont
N0K 1N0
(519) 348-8761
email: bnjzev@quadro.net



President
Sara Wood

Mayor Al Strathdee & Council,
Town of St Marys

I have included our 2017 program for the Perth County Plowing Match on August 26th, 2017 being held at the farm Urquhart Family Farm, 5854 Line 6, Woodham, ON. Please refer to the program for directions. We hope that you will find time in your calendar to come to our 2017 local plowing match.

The starting time of our Specialty Ploughing classes has changed to 12:30pm.

Class 11 Open to Reeves, Deputy Reeves and past Reeves and Deputy Reeves, as well as Mayors of Municipalities, Wardens, Members of Parliament and past officials in these categories in Perth County, all Presidents or Vice Presidents of any service club in Perth County.

Class 13 Open to anyone not plowing in any other specialty class.

If you would like further information you can contact myself (Bert J. Vorstenbosch (Jr))

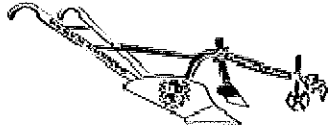
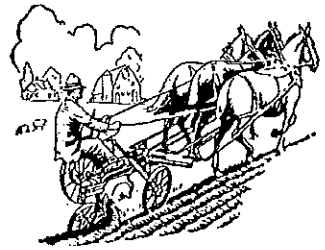
We hope to see you there

A handwritten signature in cursive script that reads "Bert J. Vorstenbosch". The signature is written in dark ink and is positioned above a horizontal line.

Bert J. Vorstenbosch
Secretary
Perth County Plowmen's Association



PERTH COUNTY PLOWING MATCH



Saturday, August 26th, 2017

**Host Farm: Urquhart Family Farm
5854 Line 6, Woodham, ON**

Please Note!! - Lands to Be Drawn at 9:00 am

OFFICERS 2017

President
Sara Wood

Past President
Marg French

1st Vice President
Anthony Bertrand

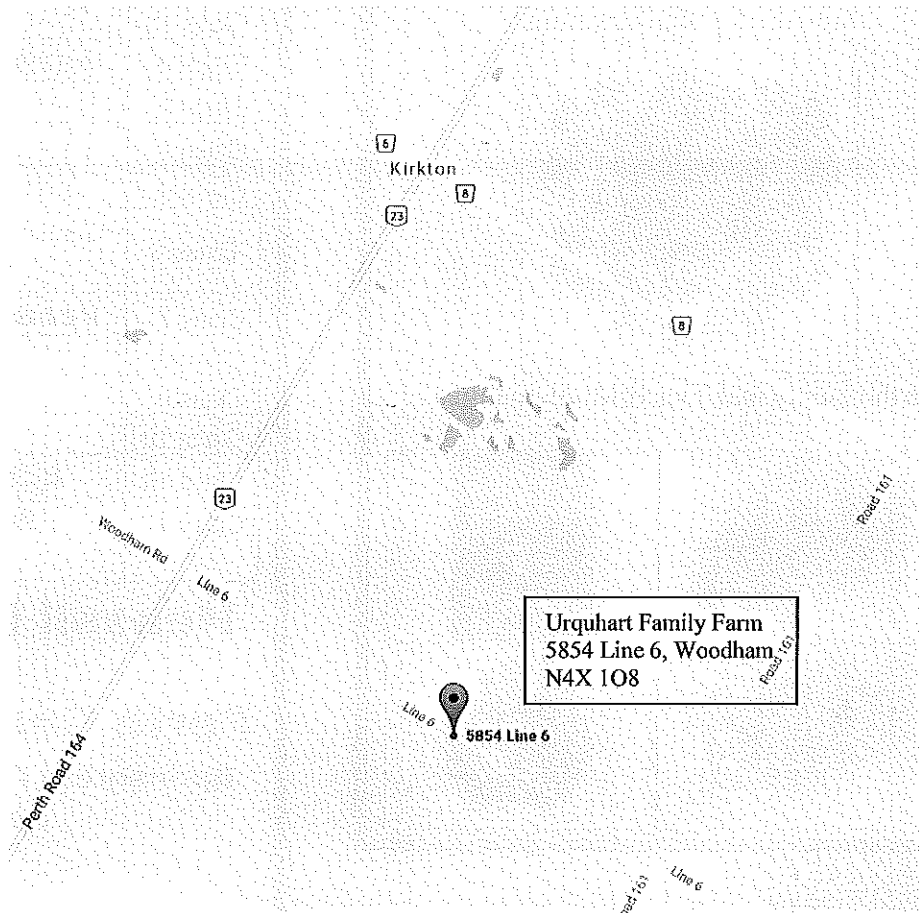
2nd Vice President
Clayton Tersptra

Treasurer
Deb Little
(519) 301 3418

Secretary
Bert J. Vorstenbosch jr
519-348-8761

Honorary Director
Norman Dow
Elmer Erb
Bryan Bertrand

Queen of the Furrow
Shannon Little



BANQUET & AWARDS

Banquet Meal Catered by

***Black Angus Restaurant
of Stratford***

***\$15.00 per Ticket, \$10.00 Age
12 and under***

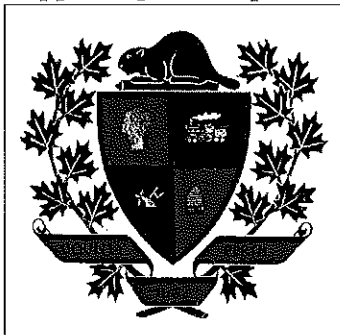
**Location: Kirkton-Woodham
Community Centre –
70497 Road 164, Kirkton**

Dinner to Start at 3:30pm

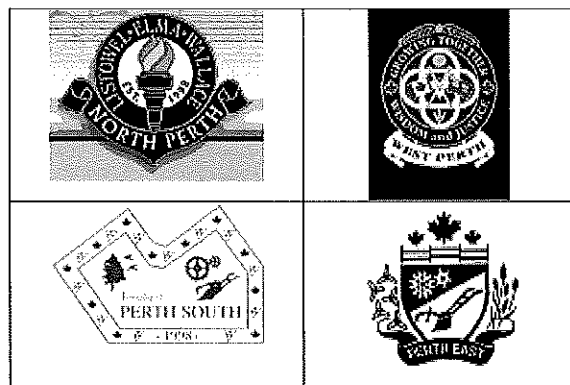
**AWARDS AND PRIZES
WILL BE PRESENTED
FOLLOWING THE BBQ**



Supporting Municipalities



Perth County and Tier II Municipalities



Business Card & Supporters

Supporter	Page
BMO	2
AGRIS	2
MPP Randy Pettapiece	3
Edward Jones – Brian Hilt	3
Perth County Federation of Agriculture	3
Beaumont farms – Sara Wood	3
FS Partners	4
Perth County Chrysler	4
Thompsons	5
Uniac Insurance	5
MP John Nater	5

Class Sponsors

Class 1a	
Class 1b	
Class 2	Tradition Mutual Insurance
Class 3	
Class 4	D&D Farms
Class 5	Little View Farms Inc.
Class 6	Cascades Containerboard Packaging
Class 7	Beaumont Farms Limited
Class 8	
Class 9	
Class 10	
Class 14	B&D Fullarton Farms
Class 17	Anthony Bertrand

Hensall District Coop

&

Perth County Plowmen

Sponsoring Perth plowmen attending
the 2017 IPM

EVENTS SCHEDULE

Registration 8:00am to 8:45 am

Land to Be Drawn at 9:00 am

**4H will be offering coffee & donuts at 8:00am
and serve lunch from 10:30- 12:30pm**

SATURDAY A.M. 9:15am -1:30pm

Chief Steward: Bartley Bowman

Class 1A Horses walking plow

Class 1B Horses sulky

Class 2 - 2 Furrows Open

**Sponsored by Tradition Mutual
Insurance**

Class 3 - 3 Furrows Open

Class 4 - 4 or more Furrows Open

Sponsored by D&D Farms

Class 5 - Ladies Open

Sponsored by Little View Farms Inc.

Class 6 - Antique Trail Plows:

Tractor and plow must be pre 1955, 2 or more furrows

Sponsored by Cascades

Containerboard Packaging

Class 7 - Antique Mounted

Tractor and plow must be pre 1957, 2 or more furrows

**Sponsored by Beaumont Farms
Limited**


Class 8 - OPEN -2 or more furrows 18 AND UNDER on match day. COACHING FROM HEADLAND ONLY.

Class 9 - OPEN -2 or more furrows 18 AND UNDER ON MATCH DAY. Open to competitors who have competed in 4 or less years at county matches and have not competed 4 or more days at the IPM. One coach is permitted to assist in setting the plow on the competitor's land."

Class 10 – Roll-Over Plow

***ALL DAY EVENT* (10:30-3:00pm)**

Class 20- Garden Tractor ages 2 to 12 years of age. Each child receives a prize. No entry fee
Sponsored by Anthony Bertrand

BMO  Bank of Montreal

Alex Pendergast
Commercial Account Manager

140 Main Street West
Listowel, Ontario N4W 1A1

Tel.: 519-291-2830
Cell: 519-444-8806
Fax: 519-291-5411
alex.pendergast@bmo.com

BMO  A part of BMO Financial Group

ARGIS
TILL • PLANT • HARVEST
2000 LTD.

SCS
Specialty Coatings Systems

INDEBOLL
Specialty Coatings Systems

McDonald's

**Precision
Planting**

Tel: (519) 201-4205
Email: info@argis2000.ca
Website: www.argis2000.ca

330
Specialty Coatings Systems

6942 Line 86 W.
Listowel, ON
N4W 3G6

SATURDAY P.M. 12:30pm-2:00
Specialty Classes

Classes' 11-13 Please note: Jointer plows,
Best two rounds Entry fee \$2
Must be at awards to collect prize

Class 11 Open to Reeves, Deputy Reeves and past Reeves and Deputy Reeves, as well as Mayors of Municipalities, Wardens, Members of Parliament and past officials in these categories in Perth County, all Presidents or Vice Presidents of any service club in Perth County

Class 12 Open to 4H and Junior Farmers

Class 13 Open to anyone not plowing in any other specialty class.
Trophy to remain in Perth County

Class 14 Queen of the Furrow

- 1) Plowing @ 2:00pm
- 2) Interviews @ 12:00pm
- 3) Contestants must be a minimum of 18 years old and a
- 4) maximum of 25 years of age by the 1st day of the IPM in which they will be competing at to qualify for their local Queen of the Furrow competition

Stewards: Queen Committee

Sponsored by B&D Fullarton Farms

To Start when setup

Must be at awards to collect prize

Class 15 Log sawing Contest: 12:00-2:00pm
entry fee \$1.00 per person
Prizes \$8.00, \$6.00, \$4.00 per team

Class 16 Nail Driving Contest: 12:00-2:00pm
entry fee \$1.00 per person - Men, Women, no entry fee for Children classes
Prizes \$4.00, \$3.00, \$2.00

Class 17- Garden Tractor ages 2 to 12 years of age. Each child receives a prize. No entry fee

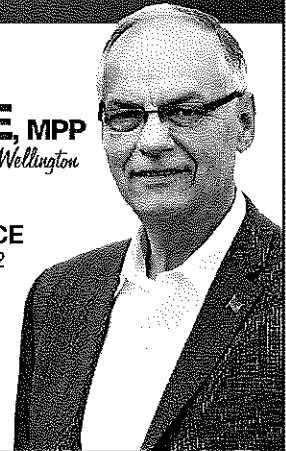
Sponsored by Anthony Bertrand

**Proud to represent
farm families**

**RANDY
PETTAPIECE, MPP**
A trusted voice for Perth-Wellington

CONSTITUENCY OFFICE
55 Lorne Avenue East, Unit 2
Stratford • N5A 6S4
Phone: 519-272-0660
Toll-free: 1-800-461-9701

WWW.PETTAPIECE.CA



Brian C. Hilt
Financial Advisor

Edward Jones
MAKING SENSE OF INVESTING



79 Ontario Road
P.O. Box 1450
Mitchell, ON N0K 1N0
Bus. 519-348-9873 Cell 519-357-0667
TF. 866-632-5967 Fax 866-575-5957
brian.hilt@edwardjones.com
www.edwardjones.com

Life Insurance Agent for Edward Jones Insurance Agency



Agnes Denham, Secretary
Perth County Federation of Agriculture
5685 Perth Line 8, St. Marys, ON. N4X 1C4
Phone: 519-229-8866
Email: perthcountyfederation@gmail.com
www.perthcountyfarmers.ca

Beaumont Farms Ltd
Never Farm Naked- Plant Cover Crop



Sara Wood
519-272-5525
swood082015@gmail.com

5505 One 42
Mitchell, Ontario
N0K 1N0

Spokane Seed Dealer

Entry Fee, Prize list & Class Trophy's

Entry Fee

Entry Fee Classes 1-10

\$10.00 given one Dinner or \$7.00 Lunch ticket.

Entry Fee Classes 11-13

\$ 2.00 per person No tickets

Entry Fee Classes 15-16

(Children under 12 free)

\$ 1.00 per person No tickets

Prize List

Classes 1 to 10

1st \$ 95.00, 85.00, 75.00, 70.00, 65.00, 60.00,
\$ 40 for all other lands completed.

Class 11-13 1st \$ 4.00, 2nd \$ 3.00, 3rd \$ 2.00
(Must be at awards to collect)

Class 14 Queen of the Furrow receives \$
300.00 and all convention expenses paid
Plowing 1st \$50.00, All others \$40.00

Class 15 1st \$ 8.00, 2nd \$ 6.00, 3rd \$ 4.00 per
team (Must be at awards to collect)

Class 16 1st \$ 4.00, 2nd \$ 3.00, 3rd \$ 2.00
(Must be at awards to collect)

Class 17 Each child receives a prize

Ron Skinner Plow Team Award

Class 1A&1B

60% performance

20% appearance & conformation

20 % harness & equipment

1st \$ 15, 2nd \$ 10, 3rd \$ 5

Ron Skinner Top Plowmen

Class 1A & 1B

\$20.00

Sponsored by The Skinner Family

Special

In memory of Ron Skinner the Plowmen's
Association will be awarding an additional
\$100.00 to the Horse Plowman who receives
the most points

Little Family donating a \$20.00 cash prize to the
top Perth Plowmen in Class 8 and 9

Filsinger Bros. Trophy

Class 14

* **Champion: Antique** (Class 6 & 7)

**Mitchell Pioneer & Hobby Association Plaque
Prize \$100.00**

* **Youngest Competitor from Perth County**

(Classes 1 – 10) –Donated by Sheila Marshall

* **Perth County Jr. Champion**

**Fred & Mae Bertrand Memorial Trophy &
Keepsake & \$100.00 Donated By the
Bertrand Family**

Note: **THIS TROPHY IS ONLY ELIGIBLE TO
BE WON BY A PERTH COUNTY RESIDENT,
18 AND UNDER ON THE FIRST DAY OF THE
YEAR, PLOWING IN CLASS 1-10**

* **Grand Champion Perth County**

Ellard Lang Memorial Trophy & Prize \$100.00


Note: **THIS TROPHY IS ONLY ELIGIBLE TO
BE WON BY A PERTH COUNTY RESIDENT**




FS PARTNERS
AGRONOMY • GRAINS • ENERGY

Proudly serving
Ontario farmers

3956 Road 160
Mitchell, ON N0K 1N0
(519) 348-9043
(877) 748-9043
www.fspartners.ca





PERTH
COUNTY CHRYSLER
CHRYSLER • DODGE • JEEP • RAM

Murray Rose
Product Advisor

Phone: 519-348-8481
Fax: 519-348-9832
email: murray@buyppcc.com
www.buyppcc.com

11 Huron Road, Box 1150
Mitchell, Ontario N0K 1N0

Rules & Regulations

Time Limits will be Strictly Enforced by Stewards

1. **Registration 8:00 am to 8:45 am**
 - **Lands Draw 9:00 sharp.**
 - **Plowing commence at 9:30 am**
 - **Finished at 1:30 pm.**
2. **Entry Fee**
 Class 1-10 \$10.00 & receives one (\$7.00) lunch ticket or one (\$15.00) Banquet ticket.
3. **Class 1-10 Must sign a form stating you have \$2,000,000.00 Liability Insurance.**
4. **Open split required in Classes 2-10**
5. **No packing of opening Split**
6. **All Contestants must start at the same time and from the same end with directions from Chief Stewart.**
7. **Cast off to higher number unless directed otherwise by Steward.**
8. **Classes 2-5, 8 & 9 Width of Furrows to be 12 or more inches. Classes 6 & 7 Not more than 12 Inches**
9. **No dragging Wire or Chains**
10. **All furrows down and in operating position other than Open Split and First Or Second Draw of Cast off.**
11. **One assistant is permitted on the land to set and remove stakes.**
12. **No coaching permitted in any class unless otherwise specified**
13. **Strike out Stakes are to be set on plot # Stakes. Plot # Stakes to be set back in centre of crown.**
14. **Overtime penalty will be 2 points for each 5 minutes of overtime. No warning from Steward.**
15. **Chief Steward has the right to extend time for mechanical breakdown or late starting as he deems fit.**
16. **Contestants must mount and dismount from **left hand side only.****
17. **No handling of furrows or ins & outs by Foot, Plow Stakes, Hand or any other means other than plow.**
18. **No Rolling, Packing, Clipping, or Burning on lands before or during Match.**
19. **Decision of Judges and Directors will be final.**
20. **Crown shall consist of four rounds for two furrow plows and three rounds for three or more furrows Land Permitting.**

21. **Penalties:**
 - Finishing the wrong way 10 points
 - Not completing allotted land Max. 10 points
 - Damage neighbors plowing Max. 10 points
 - Two wheel marks on land 2 to 5 points
22. **OPA rules will apply.**
23. **OPA Form Waiver, Indemnification and Release of Liability MUST be signed by all competitors**
24. **Any protest must be reported to secretary along with a \$ 1.00 fee before Judge leaves the Match.**



GREG WISE, CCA
 Assistant Branch Manager

THOMPSONS

P.O. Box 489, #3964 Road 168
 MITCHELL, Ontario, Canada N0K 1N0
 Tel: (519) 348-8433 Fax: (519) 348-8159
 Cell: (519) 949-2942
 G.Wise@ThompsonsLimited.com



INSURANCE
 BROKER LTD.



Jason R. UniAC
 B.Sc., C.A.I.B., C.I.E.
 Cell 519.301.4762
 jr@uniac@ezlink.on.ca

General Insurance
 519.348.9012
 1-866-636-8627
 48 Ontario Rd. P.O. Box 820
 Mitchell, ON. N0K 1N0
 www.uniacinsurance.ca

BUSINESS • HOME • FARM • AUTO

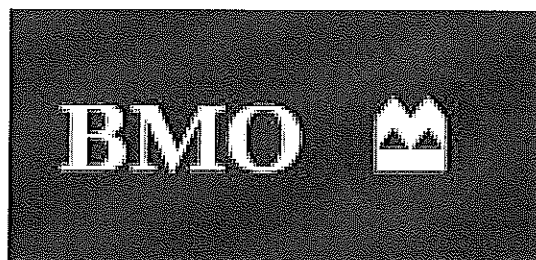
Perth Plowing Proud • Perth County Proud

John Nater, MP

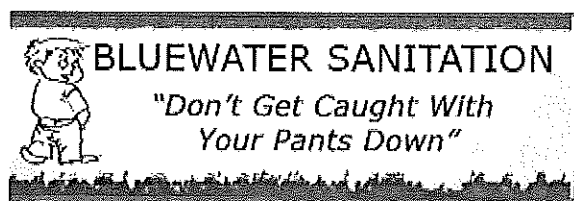
Here to Serve the families of Perth—Wellington.

*Please visit my Stratford office for help
 with any federal program.*

johnnater.ca **519-273-1400**



4H will be offering coffee & donuts at
8:00am
and serve lunch from 10:30- 12:30ish



Thanks to Bluewater Sanitation for the
donation of the large sink

Class Sponsors

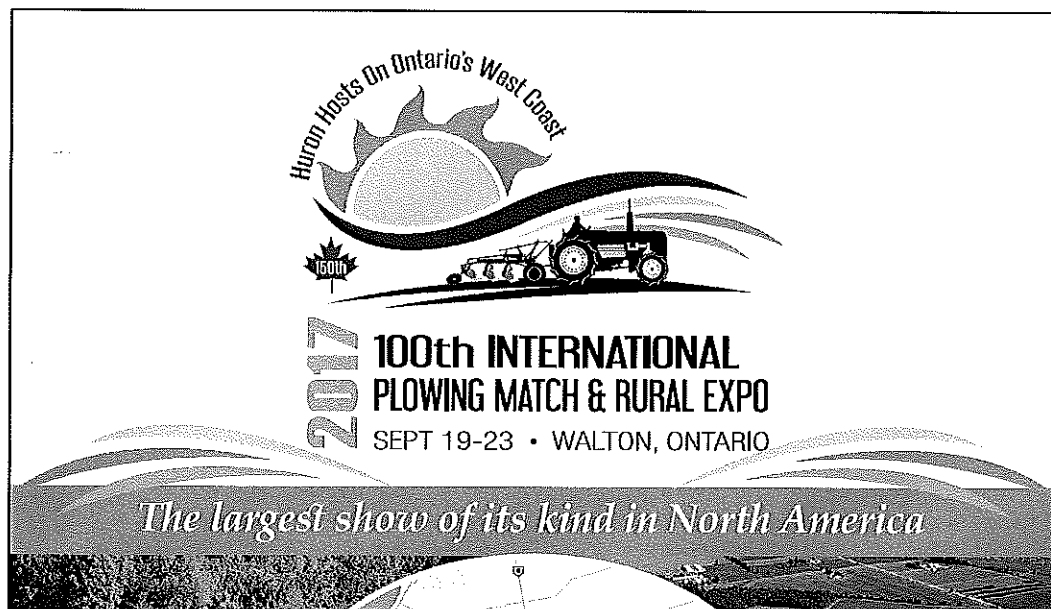
Class 1a	
Class 1b	
Class 2	Tradition Mutual Insurance
Class 3	
Class 4	D&D Farms
Class 5	Little View Farms Inc.
Class 6	Cascades Containerboard Packaging
Class 7	Beaumont Farms Limited
Class 8	
Class 9	
Class 10	
Class 14	B&D Fullarton Farms
Class 17	Anthony Bertrand

Hensall District Coop

&

Perth County Plowmen

Sponsoring Perth plowmen attending
the 2017 IPM





Sylvia Jones, MPP
Dufferin-Caledon

Room 443, Legislative Building
Toronto, Ontario M7A1A8
Tel: 416-325-1898
Fax: 416-325-1936
E-Mail: sylvia.jonesla@pc.ola.org

July, 2017

Mayor Strathdee and Council
Town of St. Marys
175 Queen Street East PO Box 998
St. Marys, ON
N4X 1B6

Dear Mayor Strathdee and Council,

I wanted to inform you of a private member's bill I introduced on May 31st, Bill 141 – Sewage Bypass Reporting Act, 2017. Bill 141, if passed, requires the Ministry of Environment (MOE) to promptly publish reported instances of sewage bypasses to the public. I understand that municipalities are required to report instances of sewage bypasses to the MOE. Bill 141 would require the next step; the MOE to make the information available to the public no longer than 24 hours after being reported.

The intent of Bill 141 is twofold. First, residents deserve to know as soon as possible when a sewage bypass has occurred, so they can make safe and educated decisions about how they use their local waterways. Secondly, the public can easily access information on our sewage systems, which will help residents understand the importance of investments in key infrastructure, like water treatment plants and sewage pipes, to their health and community.

Please find enclosed a pamphlet with further details about Bill 141. If you support my private member's bill, I encourage you to write a letter to the Minister of Environment and urge him to adopt this important legislation. I have enclosed a copy of a letter sent to Minister Murray asking him to adopt the provisions of Bill 141. I would appreciate also receiving a copy of your letter to the Minister.

Sincerely,

A handwritten signature in black ink, appearing to be "Sylvia Jones", written over a horizontal line.

Sylvia Jones, MPP
Dufferin-Caledon

Deputy Leader of the PC Caucus



Sylvia Jones, MPP
Dufferin-Caledon

Room 443, Legislative Building
Toronto, Ontario M7A1A8
Tel: 416-325-1898
Fax: 416-325-1936
E-Mail: sylvia.jonesla@pc.ola.org

July 21st, 2017

Hon. Glen Murray
Ministry of the Environment and Climate Change
11th Floor, Ferguson Block
77 Wellesley Street West
Toronto, Ontario M7A 2T5

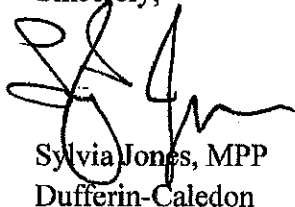
Dear Minister Murray:

As you are no doubt aware, millions of litres of untreated or partially treated sewage is bypassed from sewage treatment plants every year into our local waterways. Unfortunately, the state of some of the province's sewer infrastructure means that untreated or partially treated sewage is regularly bypassed. Despite municipalities reporting to your ministry instances of sewage bypasses, the Ministry of Environment and Climate Change (MOECC) does not make that information readily available to the public.

That is why I introduced my private member's bill on May 31st; Bill 141 – the Sewage Bypass Reporting Act, 2017. If adopted Bill 141 would require the MOE to publish sewage bypasses to the public as soon as possible, but no longer than 24 hours after the bypass was reported. If adopted, Bill 141 would ensure that residents are aware of instances of sewage bypasses and can make safe and educated decisions about how they use their local waterways. The bill will also increase government transparency and allow individuals to see the need and benefits of investments in our water and sewer infrastructure.

Will you commit to implementing the provisions of Bill 141?

Sincerely,



Sylvia Jones, MPP
Dufferin-Caledon

SYLVIA JONES, MPP

Dufferin-Caledon

244 Broadway
Orangeville ON L9W 1K5
Tel: 519-941-7751



Toll Free: 1-800-265-1603
E-mail: sylvia.jonesco@pc.ola.org
twitter @sylviajonesmpp
facebook Sylvia Jones

12596 Regional Road 50
Bolton ON L7E 1T6
Tel: 905-951-9382



Support Private Members Bill 141 to Require the Ministry of Environment to Report Instances of Sewage Bypasses

Bill 141 will ensure that Ontarians know when untreated or partially treated sewage is bypassed into their local waterways. Bill 141 will require the Ministry to publish when, where, why the discharge occurred and the measured or estimated volume of discharge as soon as possible but no longer than 24 hours after the bypass was reported.

In 2006 the Ministry of Environment (MOE) estimated that the total volume of sewage dumped from sewage treatment plant bypasses was approximately 18 billion litres. Despite the MOE already requiring reports from municipalities on instances of sewage bypasses, this information is not readily available to the public.

The Ministry of Environment reports that in 2006 over 1,500 sewage bypasses and combined sewer overflows occurred. More recently in June 2017, the Toronto Star reported that the City of Toronto dumped 1.3 million cubic metres of partially treated sewage into Lake Ontario.

While some municipalities proactively report to the public it is not consistent across the province. If passed, Bill 141 would ensure that Ontarians know when untreated or partially treated sewage is bypassed into their local waterways. Bill 141 will also ensure that residents understand the importance of investing in key infrastructure like water treatment plants and pipes.

How YOU Can Help

- Share comments on Bill 141 – Sewage Bypass Reporting Act, 2017. Please contact my office at sylvia.jonesqp@pc.ola.org.
- You can sign the petition support Bill 141 by visiting: www.sylviajonesmpp.ca.
- To get a copy of Bill 141, visit www.sylviajonesmpp.ca or call **416-325-1898**.
- Share this information with others who want to ensure the public is aware of sewage bypasses in Ontario.
- If you have questions, please email sylvia.jonesqp@pc.ola.org.

Support for Bill 141

"Informing the public about sewage bypasses as they happen gives people the information they need to protect their health. It also helps people to be more informed about the need to properly capture and treat sewage in order to protect the Great Lakes."

- Lake Ontario Water Keepers

"The Sewage Bypass Reporting Act is a very important step forward in being more open and transparent with the general public about what we are knowingly discharging into our public water courses. People need to know when a sewage bypass occurs so they can make more informed decisions about how and when they use public waterbodies, and to help inform future decisions around public infrastructure investments."

- Harry Bauman, President, Ontario Sewer and Watermain Construction Association

If you would like more information or have questions about Bill 141, please contact the office of Sylvia Jones, MPP for Dufferin-Caledon at:

Room 443, Legislative Building, Queens Park, Toronto, ON, M7A 1A8, (416) 325-1898 or
244 Broadway, Orangeville, ON, L9W 1K5, 1-800-265-1603 or
12596 Regional Road 50, Bolton, ON, L7E 1T6

Email: sylvia.jonesqp@pc.ola.org

Working For You!

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Administration and Human Resources
Date of Meeting:	22 August 2017
Subject:	CAO 32-2017 August Monthly Report (Administration and Human Resources)

RECOMMENDATION

THAT CAO 32-2017 August Monthly Report (Administration and Human Resources) be received for information.

DEPARTMENTAL HIGHLIGHTS

CAO

Strategic Planning

- Draft scorecard for the strategic plan developed. This scorecard will be combined with the formal implementation plan. Plan is to prepare first draft of the implementation plan for presentation to the Strategic Priorities Committee in the fall of 2017. The strategic plan, the projects completed to date, and the implementation plan will be a focus of the fall Coffee with Council event.

Intergovernmental Relations

- Shared Services: The City and the County continue to work towards resolution of an outstanding matter prior to being able to execute these agreements. A meeting of the respective CAOs is planned on September 6, 2017 to discuss possible options for resolution of this outstanding file.
- Township of Zorra: Have exchanged a draft of a proposed mutual aid agreement. Continuing to finalize the agreement for presentation to Council in September / October.
- Perth South: Joint economic development meeting planned for August 23. This meeting will focus on youth retention / attraction initiatives, with a planned youth focused business breakfast for the fall. The Town is also partnering with the Four Counties Labor Market Board and Cascades to host a manufacturing day and discussion panel for local Grade 10 students.

Policy Development

- Code of Conduct: First draft of the Code of Conduct substantially complete.
- Revised Community Grant Policy: Have met with the Stratford Perth Community Foundation to review options for the SPCF to administer the Town's annual granting process. An invite

will also be extended to the United Way to review administration options with that organization as well.

Communications and Citizen Engagement

- Truck Traffic Ad-Hoc Committee: Meeting with the CCAHTT held on August 10 2017. Report out to Council completed on August 15, 2017.
- Heritage St. Marys: Attended the Heritage Committee meeting on August 12, 2017 to brief the committee on the sale of 121 Ontario Street, and to answer any outstanding questions re: the sales process.
- Stratford Perth Centre for Business: introductory meeting held with new CEO to review services for St. Marys

Land Sales

- SGD Land Sale: Presently the environmental assessments for the lands are underway with Phase I complete and Phase 2 in progress.
- McDonald House: Staff have been contacted by several interested purchasers.
- 121 Ontario Street: Agreement of purchase and sale has been signed by the Town and the purchaser with the closing date of September 15, 2017. NA Engineering is in the midst of correcting the Park Lane dedication as a public highway.

Other Projects

- CBHFM Operating Agreement: No new update. Agreement remains with Legal.
- Police Service Delivery Review: Agreement negotiations are underway, with a first draft of the agreement completed and presented to the Stratford Police Chief. A meeting of the respective Mayors and Police Service Board Chairs was held on August 21 to review the agreement. The final draft of the agreement is planned for a joint Council/PSB presentation in early September.

Human Resources/Payroll

Recruitment

- Completed the recruitment process for the Public Works Coordinator and Arena Attendant.
- Currently recruiting for a full-time, contract Guest Services Coordinator, contract Program Assistant, a full time Senior Services Coordinator, full time Lifeguard, full time Facilities Operator and a part time Arena Attendant.

Corporate Training

- Ongoing Facilitation of the pilot program for Service Excellence training with The Training Bank.

Staff Engagement

- Continuing staff engagement-planning activities with the STEAM Committee with the focus being on soliciting staff feedback regarding communication, performance management and professional development.

HR Systems and Processes

- Initial Salary Survey results have been received. Conducting a comparison of the results with our current salary grids to determine next steps.
- Continuing analysis of Bill 148's progress and the impact to the Town's current employment and payroll practices.
- Ongoing research into performance management best practices. Undergoing a review of the current process to identify and address areas for improvement with particular focus on the mid-year assessment.

Payroll

- InfoHR/Easy Pay: testing attendance interface with payroll system continuing

OUTSTANDING ISSUES AND PROJECT LIST

As above.

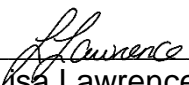
SPENDING AND VARIANCE ANALYSIS

Variances in the Administration budget are forecasted for the following areas:


- Legal fees due to ongoing expenses related to the Shared Services file, FOI response, and negotiation of agreements and contracts (police services, land sales, etc.)
- Professional fees due to the requirement for a Phase II EA for the Enterprise Drive land sale. These costs will be offset by the eventual sales revenue realized.

REVIEWED BY

Recommended by the Department


 Lisa Lawrence
 Human Resources Manager

Recommended by the CAO


 Brent Kittmer
 CAO / Clerk

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Corporate Services
Date of Meeting:	22 August 2017
Subject:	COR 33-2017 August Monthly Report (Corporate Services)

RECOMMENDATION

THAT COR 33-2017 August Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Clerks Department

- Licensing
 - Lottery Licenses – reviewing Final Reports and applications for new licenses (ongoing)
 - Taxi Licensing – reviewing applications for new driver's and company licenses
- Bylaws
 - reviewing and updating a number of bylaws; Open Air Burning, Quarry Use, Taxi Cab, and Traffic Bylaw
 - consulting with Attorney General and Regional Senior Justice to ensure short form wording for Part I Provincial Offences Act enforcement is approved.
- Delegation of Authority – reviewing delegation of authority across the organization and ensuring compliance with Attorney General
- Heritage
 - Municipal Register of Cultural Heritage Properties – developing communication plan for public consultation, including notification of current property owners

Corporate Communications

- Corporate Communications Strategy
 - Staff will present the implementation plan to Council in September
- Media Relations
 - Sent out 10 media releases between mid-July and mid-August
 - Resulted in 31 solicited news stories
- Social Media:
 - Facebook (since July 11):
 - 36 new page likes; 36 new page followers
 - Best performing paid post: Car Show event post (\$16.73 spent over 6 days; additional \$33.27 still to be spent). Ad reached over 4,000 users and resulted in 144 reactions (139 likes, 1 love, 4 comments) and 127 post clicks
 - Best performing non-paid post: Shared link to Wellington Street Bridge re-naming survey. Post reached almost 6,500 users and resulted in 165 reactions (34 likes, 1 love, 2 wows, 2 sad, 3 angry, 113 comments, 11 shares) and 2,328 post clicks
 - Twitter (since July 11):
 - 13 new followers

- Best performing tweet: Post about free youth workshops. Tweet reached 1,451 users and resulted in 35 engagements.
- Promotional & Promotional Campaigns
 - Pedestrian activated crossings; animal licensing (free dog bags); sunscreen dispensers at Quarry and Pyramid Centre splash pad; fall recreation and leisure programs; Doors Open St. Marys (September 30) promotional planning and material creation
- Publications
 - 2017 Fall & Winter Programs and Services Guide
 - Now available online and at municipal facilities; distributed in Journal Argus Weekender on August 9

Events

- Heritage Festival
 - Attendee and vendor feedback was collected through two separate online surveys.
 - Public survey had 22 responses:
 - Family-friendly entertainment (FireGuy and Ultimutts), Apple Land Train and Heritage Tours were noted as highlights
 - Having additional food vendors was noted as an area for improvement
 - Respondents felt the event was well publicized and that they had all the information they needed in advance; however, it was noted that the printed program could be enhanced in future
 - Vendor survey had 9 responses
 - The majority of vendors were very satisfied with the event and felt it was well organized
- Car Show
 - Logistics and bookings are complete; marketing of event is in progress
 - Local businesses are donating prizes on par with past years or better – seem to enjoy the location better when it is at the Flats
 - Three food vendors confirmed (Black Angus, Sunset Diner, Stonetown Coffee Co.)

Information Technology

- 50 support tickets closed
- Backup solution fully implemented and functioning
- Continuing computer rollouts
- Upcoming - cellphone refreshing

Geographic Information Systems (GIS)

- 79 Locates for July, 20% decrease from last July
- Updates to GIS property line information
- 8 municipal consent requests approved
- IT support for Town staff
- Creation of multiple maps for various departments
- Creation of mailing lists for Town staff
- Set up data sharing agreement with Fire Underwriters Survey for hydrant data

Economic Development/Culture

- Perth4Youth Project
 - A youth-focused workshop co-hosted with Partners In Employment on Generational Differences was held on July 20. A second workshop has been rescheduled from August 1 to September. Workshops are free and open to youth 13-21.
 - Staff met with Perth South staff to review Perth4Youth survey results, discuss format of the final report and a timeline and plan for completing the project.

- Doors Open
 - This cultural event is scheduled for Saturday, September 30.
 - 15 Sites will be participating in the event, including historic homes, churches, museums and municipal buildings.
 - A marketing campaign for this event is well underway and includes the Doors Open Provincial website, Town website, press release, and print brochure/map.
- A joint Economic Development meeting with Perth South is scheduled for August 23. Agenda items are to include; potential partnership opportunities, youth engagement and retention and joint networking events.

SPENDING AND VARIANCE ANALYSIS

Nothing to report at this time.

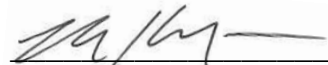
REVIEWED BY

Recommended by the Department



Trisha McKibbin
Director of Corporate Services/Deputy Clerk

Recommended by the CAO



Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Finance

Date of Meeting: 22 August 2017

Subject: FIN 16-2017 August Monthly Report (Finance Department)

RECOMMENDATION

THAT FIN 16-2017 August Monthly Report (Finance Department) be received for information.

DEPARTMENTAL HIGHLIGHTS

- 2018 Budget worksheets have been distributed to departments with an August 31st submission date for operating and September 15th for capital.
- Attended a demonstration of a childcare software solution from MyChildcare Plus.
- Met with the development charges stakeholder group on August 9th. Consultant provided a review of the process, an update on the recent changes in the regulations and the preliminary rates. From the meeting the group requested additional information which was subsequently provided with the next step being the release of the background study with the next month.

OUTSTANDING ISSUES AND PROJECT LIST


- Staff location changes at Municipal Operation Centre with a finance position at the front counter being switch with a staff member from public works.
- 2018 budget process now underway using the new software.
- Fees and Charges By-law

SPENDING AND VARIANCE ANALYSIS

- Capital Status Report attached

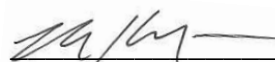
REVIEWED BY

Recommended by the Department



Jim Brown
Director of Finance

Recommended by the CAO



Brent Kittmer
CAO / Clerk

**Town of St. Marys
Capital and Special Projects 2017
August 9, 2017**

	Actual Net of Revenue	YTD Expense	Budgeted Expense	Variance Over (Under)	planning	tender writing	tender issued	awarded	work in process	completed	Comments
9001- FINANCE BUDGET SOFTWARE	21,573	21,573	35,000	(13,427)	x	x	x	x	x		
9050- IT (MATERIALS)	12,250	12,250	15,000	(2,750)	x	x	x	x	x		
9051- BACKUP SERVER REPLACE	25,516	25,516	29,000	(3,484)	x	x	x	x	x	x	Completed
9120- FACILITIES (ENERGY UPGRADES)	33,295	33,295	30,000	3,295							
9123- CADZOW PLAYGROUND	133,448	133,448	150,000	(16,553)	x	x	x	x	x	x	Completed
9124- CEMETERY OFFICE PAINT INT/EXT	-	-	10,000	(10,000)	x						
9125- FIRE HALL DIGITAL SIGN	15,671	15,671	15,000	671	x	x	x	x	x	x	Completed
9126- FIRE HALL WINDOW REPLACE	-	-	10,000	(10,000)							Removed from Budget
9127- LIBRARY STEPS (CHURCH ST)	58,050	58,050	35,000	23,050	x	x	x	x	x		work complete, need to replace the handrail
9128- LIND SPORTSPLEX ROOF REPLACE	-	-	98,000	(98,000)	x	x	x	x			to be completedmid September
9129- MUSEUM CONDITION ASSESSMT	-	-	15,000	(15,000)	x	x					
9130- MUSEUM BARN PAINTING	9,972	9,972	10,000	(28)	x	x	x	x	x	x	Completed
9131- MUSEUM SOFFIT/FASIA/GINGER	14,857	14,857	10,000	4,857	x	x	x	x	x	x	Completed
9132- OLD WATER TOWER UPGRADES	1,142	1,142	75,000	(73,858)	x	x	x	x	x		
9133- PRC BANQUET HALL SOUND SYS	-	-	32,000	(32,000)	x						On hold, tender came double of budget, going to better access the needs
9134- PRC TRACTOR SNOWBLOWER	14,704	14,704	15,000	(296)	x	x	x	x	x	x	Completed
9135- GUEST SERVICES DESK REBUILD	-	-	20,000	(20,000)							Removed from Budget
9136- PRC POOL GROUTING	-	-	30,000	(30,000)	x	x	x	x			
9137- TOWN HALL SIGN	5,764	5,764	10,000	(4,236)	x	x	x	x	x	x	Completed
9138- TH EXT WASHROOM DOOR	-	-	15,000	(15,000)	x						
9139- TH WINDOW REPLACE	-	-	15,000	(15,000)	x	x	x	x	x		
9140- REPOINT STONE WALLS	-	-	43,000	(43,000)	x						
9141- VIA SOFFIT REPAIRS.PAINT	23,880	23,880	15,000	8,880	x	x	x	x	x	x	Completed
9213- FIRE SCBA BREATHING APP	-	-	225,000	(225,000)	x						Submitted RFT to Director of Finance.
9314- ANNUAL SIDEWALK/CURBING PROGRAM	679	679	70,000	(69,321)	x						
9318- ST. MARIA ST./WELLINGTON RECONST	(1,272)	(1,272)	98,000	(99,272)	x	x					
9320- BRIDGE WELLINGTON ST.	49,197	49,197	2,238,000	(2,188,803)	x	x	x	x	x		July 2nd start date - Ongoing
9327- WARNER / JONES CONSTR	(95,084)	33,738	922,000	(888,262)	x	x	x	x	x		June 26th start date - Ongoing
9329- EMILY ST RECONSTRUCTION	802,733	1,034,268	2,280,000	(1,245,732)	x	x	x	x	x		On Schedule completion Fall 2017
9330- ST GEORGE ST N. RECONSTRUCT	-	-	49,000	(49,000)	x	x	x	x	x		to be included with water reservoir work
9331- WELLINGTON ST S (PARK TO QUEEN)	-	-	49,000	(49,000)	x						
9332- VARIOUS SIDEWALKS (PTIF FUNDED)	-	-	136,000	(136,000)	x	x					Pending Funding Agreement to Council June 2017
9350- REFURBISH R10 VACTOR	-	-	30,000	(30,000)	x	x	x	x			Scheduled with org vendor after 2017 flushing program completed
9351- REPLACE L10 PICKUP	30,221	30,221	28,000	2,221	x	x	x	x	x	x	Delivery Date - ETA - June 15th, 2017
9352- REPLACE J10 BACKHOE	-	-	50,000	(50,000)	x	x	x	x	x		At vendor authorized refurbish JCB service centre Started June 12th, 2017
9353- R30 PAVEMASTER	18,749	18,749	30,000	(11,251)	x	x	x	x	x	x	
9354- SMALL TOOL REPLACEMENTS	9,394	9,394	6,000	3,394	x	x	x	x	x	x	water wagon replacement
9355- J-50 DUAL WHEELS	-	-	6,000	(6,000)	x	x	x	x	x	x	
9356- PAVEMENT EDGER	8,141	8,141	8,000	141	x	x	x	x	x	x	Delivery June 2017
9357- T-60 SANDER APPLICATOR	-	-	5,000	(5,000)	x						
9358- DECORATIVE POLE REFURB	-	-	25,000	(25,000)	x	x	x	x	x	x	ongoing at time of report
9359- GATEWAY LANDSCAPE FEATURES	46,496	46,496	50,000	(3,504)	x	x	x	x	x		ongoing at time of report - 1 componet pending delivery
9390- ANNUAL RESURFACE PROGRAM	-	-	120,000	(120,000)	x						
9391- CONCRETE GRINDING	84,244	84,244	120,000	(35,756)	x	x	x	x	x	x	Completed
9411- SEWAGE TREATMENT PLANT	2,649	2,649	230,000	(227,351)	x						Awaiting CWWF Grant Award
9413- LANDFILL EPA & IMPROVE	18,476	18,476	310,000	(291,524)	x	x	x	x	x		EA Submission July 2017
9414- SANITARY PRE CONSTRUCTION	-	-	25,000	(25,000)	x	x	x	x	x		spot repairs Emily St, Warner - Jones as required
9415- BIOSOLIDS LOADING PUMP	26,429	26,429	190,000	(163,571)	x	x	x	x	x		Awaiting Pump delivery from manufacture - Start Date July 26th
9416- WWTP EMERGENCY STANDBY POWER	-	-	307,000	(307,000)	x						Awaiting CWWF Grant Award
9417- EMERGENCY POWER 728 QUEEN ST E	-	-	70,000	(70,000)	x						Awaiting CWWF Grant Award
9421- STORMWATER MGMT/WATERCOURSE IMPROVE	-	-	126,000	(126,000)	x						Awaiting Funding Decision UTRCA Reserves

Town of St. Marys
Capital and Special Projects 2017
August 9, 2017

	Actual Net of Revenue	YTD Expense	Budgeted Expense	Variance Over (Under)	planning	tender writing	tender issued	awarded	work in process	completed	Comments
9435- ADD'L WATER STORAGE	-	-	215,000	(215,000)	x	x	x	x	x		Tender Award June 2017
9740- LIBRARY (MATERIALS)	44,109	44,109	58,000	(13,891)	x	x	x	x	x		Books purchased throughout year
			8,808,000								
2016 CARRYFORWARD PROJECTS				-							
9040- MOC COUNTER	8,181	8,181	15,000	(6,819)	x	x	x	x	x	x	Completed
9112- TOWNHALL AIR HANDLERS	5,597	5,597	653	4,944	x	x	x	x	x	x	Completed
9116- FACILITIES THALL (BELL TOWER)	18,487	18,487	25,416	(6,929)	x	x	x	x	x	x	Completed
9212- ELC RELOCATION	38,447	60,130	368,987	(308,857)	x	x	x	x	x		
9310- ROAD EQUIPMENT	268,013	268,013	267,129	884	x	x	x	x	x	x	2017 Freightliner single axle 4 wheel drive
9319- GLASS ST EXTENSION	33,155	33,155	76,000	(42,845)	x	x	x	x	x	x	
9710- QUARRY CLIFF DIVE	5,289	5,289	78,202	(72,913)	x	x	x	x	x	x	
9713- REC MASTER PLAN	37,908	37,908	64,000	(26,092)	x	x	x	x	x		
9743- LIBRARY STUDY	(3,600)	-	1,508	(1,508)	x	x	x	x	x	x	
2017 ADDITIONAL PROJECTS											
9210- FIRE SMALL EQUIPMENT	5,866	5,866	-	5,866	x	x	x	x	x	x	Purchase of the Rapid Deployment Craft has been made.
9333- GENERATOR WATER BOOSTER PUMP JAMES ST S	(7,535)	8,003	-	8,003	x						Industry will provide funds in advance of project start
9334- DOWNTOWN STREET LIGHT GLOBES	(183)	31,859	-	31,859	x	x	x	x	x		\$32,000 deposit received in advance from BIA
	1,824,906.28	2,258,126.48	9,704,895								

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jim Brown, Director of Finance
Date of Meeting:	22 August 2017
Subject:	FIN 17-2017 Audited Financial Statements for the Year Ended December 31, 2016

PURPOSE

To present to Council the 2016 Audited Financial Statements and to recommend the use of the 2016 surplus.

RECOMMENDATION

THAT report FIN 17-2017 Audited Financial Statements for the Year Ended December 31, 2016 be received; and

THAT the 2016 surplus of \$356,133 be applied to the Reserve for Municipal Facilities for use as a funding source for the Early Learning Centre Relocation capital project.

BACKGROUND

Under the Municipal Act of Ontario section 294.1 a municipality shall, for each fiscal year, prepare annual financial statements for the municipality in accordance with general accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board (PSAB). Further section 296 (1) states a municipality shall appoint an auditor licensed under the Public Account Act, 2004 who is responsible for annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit.

REPORT

The attached financial statements have been prepared in accordance with the PSAB standards and were audited by the firm of Vodden, Bender and Seebach LLP Chartered Professional Accountants. The financial statements and auditor's report satisfy the legislated reporting requirements as set out in the Municipal Act.

The consolidated financial statements include the assets, liabilities, revenues, expenses and surplus of the Town, local boards (Library Board, Police Services Board and Business Improvement Area) as well as the Town's proportionate share of the Perth District Health Unit and Spruce Lodge.

FINANCIAL IMPLICATIONS

For the year ended 2016 the Town's operating surplus is \$356,133. Attached to this report is a summary of the major contributors to the 2016 annual surplus.

By default, the annual surplus will be applied to a reserve account. The specific reserve and its use has not previously been identified. With a portion of the Early Learning Centre relocation funding not yet identified, the application of the surplus to this project is recommended. Use of the surplus, in

addition to the \$300,000 sales revenue from the 121 Ontario Street land sale would fully fund the approximate \$605,000 capital costs of the Child Care Centre relocation.

A further topic of discussion raised by the CAO for Council's consideration is to consider creating an operating reserve for the Library. Currently, annual surpluses and deficits in the Library's annual budget are consolidated into the overall corporate surplus / deficit. A consideration from Council is to create a Library operating reserve where annual Library surpluses are deposited, and annual deficits are funded.

The benefit of establishing a Library operating reserve would be the ability for the Library Board to stabilize any annual increases that may be proposed by drawing from the reserve in budget years when there are one time increases. Establishing a reserve would help to ensure that the Library budget presented to Council each year is predictable and without large increases. A parallel for the Town budget is the tax stabilization reserve. The Library reserve approach also ensures that any annual deficits that may be incurred by the Library have a funding source rather than being consolidated with the overall surplus/deficit.

If Council was supportive of this proposal, staff can return with further details on how best to implement such a reserve.

ATTACHMENTS

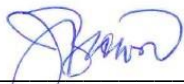
2016 Budget vs Actual Variance Report

Town of St. Marys Financial Statements for the Year Ended December 31, 2016

2016 Audit Management Letter

REVIEWED BY

Recommended by the Department



Jim Brown
Director of Finance

Recommended by the CAO



Brent Kittmer
CAO / Clerk

Town of St. Marys
Summary of 2016 Budget vs Actual Variances
August 22, 2017

Building and Property Standards

22,000 underspent in engineering and legal fees
12,000 part time file clerk position vacant most of year
7,000 unbudgeted funding from Development Reserve to go towards OP costs

Corporate

50,000 proceeds from sale of road allowance
30,000 additional investment income, more funds on hand as capital projects delayed or carried forward to 2017

Childcare

48,000 projected \$96K cost, actual net cost \$48K - increased user fees, municipal funding offset by more wages

External Transfers

31,000 savings from year end reconciliation of shared services Stratford and County

HR & Benefit Admin

14,000 underbudget as part time position filled later in year than budgeted
24,000 professional fees less than budget

Policing

16,000 prior year OPP credits
7,000 Police Services Board expenses less than budgeted

Public Works

61,000 underspent on sand/salt purchases

Treasury

30,000 Payroll savings - Water Clerk position funded through water/wastewater, transition to Festival Hydro budgeted in spring did not occur until late fall

Other

4,000 net of all other variances

\$356,000 2016 surplus

**TOWN OF ST. MARYS
FINANCIAL STATEMENTS
DECEMBER 31, 2016**

VODDEN, BENDER & SEEBACH LLP
Chartered Professional Accountants

Page 83 of 251

CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at December 31	2016	2015
FINANCIAL ASSETS		
Cash	7,399,362	6,210,018
Investments	7,492,618	7,581,818
Taxes receivable	755,492	705,622
Trade and other receivables	1,499,054	1,128,599
	<u>17,146,526</u>	<u>15,626,057</u>
LIABILITIES		
Accounts payable and accrued liabilities	3,759,288	1,745,323
Deferred revenue - obligatory reserve funds (note 5)	1,546,503	1,543,283
Landfill closure and post-closure liability (note 6)	583,492	559,397
Municipal debt (note 7)	9,304,859	10,086,180
	<u>15,194,142</u>	<u>13,934,183</u>
NET FINANCIAL ASSETS	\$ 1,952,384	\$ 1,691,874
NON-FINANCIAL ASSETS		
Tangible capital assets, net (note 8)	76,465,347	73,560,369
Inventory and prepaid expenses	37,452	44,766
	<u>76,502,800</u>	<u>73,605,135</u>
ACCUMULATED SURPLUS (note 9)	\$ 78,455,183	\$ 75,297,009

The accompanying notes are an integral part of this financial statement

**CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF OPERATIONS**

For the year ended December 31	2016 Budget	2016 Actual	2015 Actual
Revenue			
Taxation for municipal purposes	11,324,975	11,327,234	11,159,352
User fees, licences, permits, and donations	8,014,818	7,792,054	7,226,059
Government transfers - Canada	570,116	640,159	1,407,430
Government transfers - Ontario	2,798,243	2,591,821	2,555,443
Government transfers - other municipalities	963,560	949,888	826,416
Investment income	100,603	191,116	196,388
Penalties and interest on taxes	85,000	88,644	84,446
Developer charges earned	104,031	104,031	-
Parkland reserve funds earned	50,000	-	27,996
Gain (loss) on sale of tangible capital assets	-	(248,965)	(3,864)
	<u>24,011,346</u>	<u>23,435,982</u>	<u>23,479,666</u>
Expenditure			
General government	2,303,321	2,156,418	2,481,877
Protection to persons and property	1,921,291	1,851,068	1,829,525
Transportation services	2,168,889	2,327,856	2,360,788
Environmental services	3,700,745	3,751,202	3,759,680
Health services	1,630,303	1,595,406	1,865,527
Social and family services	2,811,275	2,896,729	2,667,273
Social housing	399,237	372,250	359,580
Recreation and cultural services	4,501,498	4,561,425	4,555,073
Planning and development	810,408	765,454	647,808
	<u>20,246,967</u>	<u>20,277,808</u>	<u>20,527,131</u>
Annual surplus (deficit)	3,764,379	3,158,174	2,952,535
Accumulated surplus, beginning of year	<u>75,297,009</u>	<u>75,297,009</u>	<u>72,344,474</u>
Accumulated surplus, end of year	<u><u>\$ 79,061,388</u></u>	<u><u>\$ 78,455,183</u></u>	<u><u>\$ 75,297,009</u></u>

The accompanying notes are an integral part of this financial statement

CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

For the year ended December 31	2016 Budget	2016 Actual	2015 Actual
Annual surplus (deficit)	3,764,379	3,158,174	2,952,535
Amortization of tangible capital assets	2,224,245	2,241,899	2,224,245
Net acquisition of tangible capital assets	(9,929,383)	(5,395,842)	(2,865,215)
Loss (gain) on disposal of tangible capital assets	-	248,965	3,864
Decrease (increase) in inventory and prepaid expenses	-	7,314	(1,631)
	(3,940,759)	260,510	2,313,798
Net financial assets, beginning of year	<u>1,691,874</u>	<u>1,691,874</u>	<u>(621,924)</u>
Net financial assets, end of year	<u><u>(\$ 2,248,885)</u></u>	<u><u>\$ 1,952,384</u></u>	<u><u>\$ 1,691,874</u></u>

The accompanying notes are an integral part of this financial statement

CORPORATION OF THE TOWN OF ST. MARYS
CONSOLIDATED STATEMENT OF CASH FLOW

For the year ended December 31	2016	2015
Operating activities		
Annual surplus (deficit)	3,158,174	2,952,535
Amortization expense not requiring cash outlay	2,241,899	2,224,245
Loss (gain) on disposal of tangible capital assets	248,965	3,864
Decrease (increase) in taxes receivable	(49,870)	(37,175)
Decrease (increase) in accounts receivable	(370,455)	1,228,927
Increase (decrease) in accounts payable and accrued liabilities	2,013,965	(674,245)
Increase (decrease) in deferred revenue	3,220	(664,063)
Increase (decrease) in landfill closure & post-closure liability	24,095	144,334
Decrease (increase) in inventory and prepaid expenses	7,314	(1,631)
Cash provided by (used for) operating activities	<u>7,277,307</u>	<u>5,176,791</u>
Capital activities		
Net disposals (purchases) of tangible capital assets	(5,395,842)	(2,865,215)
Cash provided by (used for) capital activities	<u>(5,395,842)</u>	<u>(2,865,215)</u>
Investing activities		
Decrease (increase) in investments	89,200	(3,205,409)
Cash provided by (used for) investing activities	<u>89,200</u>	<u>(3,205,409)</u>
Financing activities		
Net principal proceeds (repayments) on long-term debt	(781,321)	(747,376)
Cash provided by (used for) financing activities	<u>(781,321)</u>	<u>(747,376)</u>
Increase (decrease) in cash position	1,189,344	(1,641,209)
Cash (overdraft) beginning of year	6,210,018	7,851,227
Cash (overdraft) end of year	<u>\$ 7,399,362</u>	<u>\$ 6,210,018</u>

The accompanying notes are an integral part of this financial statement

THE CORPORATION OF THE TOWN OF ST. MARYS

NOTES TO FINANCIAL STATEMENTS

For the year ended December 31, 2016

1. Accounting policies

The consolidated financial statements of the Corporation of the Town of St. Marys are the representation of management prepared in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada as prescribed by the Ministry of Municipal Affairs and Housing for municipalities and their related entities.

Significant aspects of accounting policies adopted by the municipality are as follows:

a) Reporting entity

The consolidated financial statements reflect the financial assets, liabilities, operating revenues and expenditures, reserves, reserve funds, and changes in investment in tangible capital assets of the reporting entity. The reporting entity is comprised of all organizations and enterprises accountable for the administration of their financial affairs and resources to the Town and which are owned or controlled by the Town. In addition to general government tax-supported operations, they include any water and sewer systems operated by the municipality and the municipality's proportionate share of joint local boards.

These financial statements include the following municipal controlled local area boards:

- St. Marys Public Library Board
- St. Marys Police Services Board
- St. Marys Business Improvement Area

The following boards and municipal enterprises owned or controlled by Council have been proportionately consolidated:

Perth District Health Unit	8.9%
Spruce Lodge	7.2%

Inter-departmental and inter-organizational transactions and balances are eliminated.

The statements exclude trust funds that are administered for the benefit of external parties.

b) Accrual Basis of accounting

Sources of financing and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they are earned and measurable, and recognizes expenditures as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

c) Long-term investments

Investments are recorded at cost plus accrued interest less amounts written off to reflect a permanent decline in value.

1. Accounting policies (continued)

d) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

- Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Category	Amortization Period
Land	not applicable
Land improvements	10 - 50 years
Buildings and building improvements	25 - 40 years
Library books, videos and CD's	10 years
Vehicles	5 years
Machinery and equipment	4 - 15 years
Water and wastewater infrastructure	30 - 100 years
Roads infrastructure - base	100 years
Roads infrastructure - surface	15 - 50 years
Streetlights	20 - 30 years
Signage	10 years
Bridges, dams & water structures	50 - 100 years

Assets under construction are not amortized until the asset is available for productive use, at which time they are capitalized.

The municipality has a capitalized threshold of \$1,000 - \$100,000, so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have significant value, or for operational reasons.

- Contribution of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

- Works of arts and historical treasures

The Town has a museum collection, a historical water tower and other treasures which have not been valued.

- Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

- Inventories

Inventories held for consumption are recorded at the lower of cost or net realizable value.

1. Accounting policies (continued)

e) Reserves for future expenditures

Certain amounts, as approved by Council, are set aside in reserves for future operating and capital expenditure. Transfers to or from reserves are reflected as adjustments to the respective appropriated equity.

f) Government transfers

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates can be made.

g) Deferred revenue

Amounts received and required by legislation, regulation or agreement to be set aside for specific, restricted purposes are reported in the statement of financial position as deferred revenue until the obligation is discharged.

h) Landfill Site Closure and Post-Closure Care

Landfill site closure and post-closure care costs are recognized over the operating life of the landfill site, based on capacity used. The liability is recorded at its discounted value, based on the average long-term borrowing rate of the municipality.

i) Pensions

The municipality is an employer member of the Ontario Municipal Employees Retirement System (OMERS), which is a multi-employer, defined benefit pension plan. The municipality has adopted defined contribution plan accounting principles for this plan because insufficient information is available to apply defined benefit plan accounting principles. The municipality records as pension expense the current service cost, amortization of past service costs and interest costs related to the future employer contributions to the plan for past employee service.

j) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, the reported amounts of revenues and expenditures during the period, and the accompanying notes. Due to the inherent uncertainty in making estimates, actual results could differ from those estimates.

2. Operations of school boards

Taxation levied for school board purposes are not reflected in the financial statements. The amounts transferred were:

	2016	2015
School Boards	\$ 2,949,690	\$ 2,912,547

3. Trust funds

Trust funds administered by the municipality amounting to \$ 549,097 (2015 : \$ 528,523) have not been included in the statement of financial position nor have their operations been included in the consolidated statement of operations.

4. Pension agreements

The municipality makes contributions to a multi-employer pension plan on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan. The amount contributed for 2016 was \$402,632 (2015 : \$380,123) for current services and is included as an expenditure on the consolidated statement of operations.

The contributions to the Ontario Municipal Employers Retirement System ("OMERS"), a multi-employer defined benefit pension plan, are expensed when contributions are due. Any pension surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the municipality does not recognize any share of the OMERS pension surplus or deficit.

5. Deferred revenue

Deferred revenue is comprised of obligatory reserve funds. The use of obligatory funds, together with earnings thereon, is restricted by legislation. These funds are recognized as revenue in the period they are used for the purpose specified.

6. Landfill closure and post-closure cost liability

Closure and post-closure care requirements are defined in accordance with industry standards and include final covering and landscaping of the landfill site, removal of ground water and leechates, and ongoing environmental monitoring, site inspections and maintenance. These costs will be incurred when the landfill site stops accepting waste, with the post-closure care expected to continue for an additional 25 years.

At December 31, 2016, the municipality has recognized a liability of \$583,492 (2015 : \$559,397). This represents the present value of the total estimated costs, and is based on a discount rate of 3.32% and assuming an annual inflation rate of 1.56%. The liability is recorded based on the capacity of the landfill used to date.

The reported liability is based on estimates and assumptions with respect to events extending over a long-term period using the best information available to management. Future events may result in significant changes to the estimated total expenditures, capacity and liability. Any changes in these estimates would be recognized in the year the change is identified.

The closure and post-closure care costs are expected to be funded in the year incurred.

7. Municipal debt

The balance of the long-term liabilities reported on the consolidated statement of financial position is made up of the following:

	2016	2015
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 5.09% interest, \$100,347 blended payment payable semi-annually, due November 2027 (for Municipal Operations Centre building)	1,674,618	1,785,811
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 2.49% interest, \$36,915 blended payment payable semi-annually, due December 2017 (for water wells)	72,474	143,176
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 4.88% interest, \$276,043 blended payment payable semi-annually, due May 2028 (for Pyramid Recreation Centre)	4,815,137	5,121,005
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 5.34% interest, \$102,463 blended payment payable semi-annually, due November 2028 (for Pyramid Recreation Centre)	1,798,594	1,903,264
Ontario Infrastructure Projects Corporation (OIPC) loan payable, 3.81% interest, \$115,135 blended payment payable semi-annually, due May 2021 (for wastewater treatment plant upgrades)	944,036	1,132,924
	<u>\$ 9,304,859</u>	<u>\$ 10,086,180</u>

Principal payments for the next five years are as follows:

2017: \$816,900 2018: \$779,800 2019: \$816,900 2020: \$855,800 2021: \$781,400

8. Tangible capital assets

The municipality's policy on accounting for tangible capital assets is as follows:

- i) Contributed tangible capital assets
The municipality records all tangible capital assets contributed by external parties at fair value.
- ii) Tangible capital assets recognized at nominal value
Certain assets have been assigned a nominal value because of the difficulty of determining a tenable valuation.

For additional information, see the Consolidated Schedule of Tangible Capital Assets information on the tangible capital assets of the municipality by major class and by business segment, as well as for accumulated amortization of the assets controlled.

9. Accumulated surplus

The accumulated surplus consists of individual fund surplus/(deficit) amounts and reserve and reserve funds as follows:

	2016	2015
General revenue accumulated surplus and invested in tangible capital assets	\$ 67,288,649	\$ 63,962,248
Unfunded landfill closure costs	(583,492)	(559,397)
Reserves and reserve funds	11,750,026	11,894,158
	<u>\$ 78,455,183</u>	<u>\$ 75,297,009</u>

For additional information, see the Consolidated Schedule of Continuity of Reserves, Reserve Funds, and Deferred Revenue.

10. Segmented information

The Town of St. Marys is a diversified municipal government institution that provides a wide range of services to its citizens such as recreational and cultural services, planning and development, fire, and transportation services. Distinguishable functional segments have been separately disclosed in the segmented information. The nature of the segments and the activities they encompass are as follows:

General Government

This segment relates to the general operations of the municipality itself and cannot be directly attributed to a specific segment.

Protection to Persons and Property

Protection is comprised of fire protection, policing, court services, conservation authorities, protective inspection and control, building permit and inspection services, emergency measures and other protection services.

Transportation Services

Transportation services include road maintenance, winter control services, street light maintenance, parking lots, equipment maintenance and other transportation services.

Environmental Services

Environmental services include the sanitary sewer system, storm sewer system, waterworks, waste collection, waste disposal and recycling.

Health Services

This service area includes public health services, hospitals, ambulances, cemeteries and other health services.

Social and Family Services

This service area includes general social assistance, assistance to aged persons, childcare and other social services.

Social Housing

This service area includes public housing and other social housing services.

Recreational and Cultural Services

This service area provides public services that contribute to the provision of recreation and leisure facilities and programs, the maintenance of parks and open spaces, library services, museums and other cultural services.

Planning and Development

This segment includes matters relating to zoning and site plan controls, land acquisition, development initiatives, agriculture and reforestation, municipal drainage and tile drainage.

For additional information, see the schedule of segmented information.

11. Financial instrument risk management

Credit risk

The municipality is exposed to credit risk through its cash, trade and other receivables, loans receivable, and long-term investments. There is the possibility of non-collection of its trade and other receivables. The majority of the municipality's receivables are from ratepayers and government entities. For trade and other receivables, the municipality measures impairment based on how long the amounts have been outstanding. For amounts outstanding considered doubtful or uncollectible, an impairment allowance is setup.

Liquidity risk

Liquidity risk is the risk that the municipality will not be able to meet its financial obligations as they fall due. The municipality has a planning and a budgeting process in place to help determine the funds required to support the municipality's normal operating requirements on an ongoing basis. The municipality ensures that there are sufficient funds to meet its short-term requirements, taking into account its anticipated cash flows from operations and its holdings of cash and cash equivalents. To achieve this aim, it seeks to maintain an available line of credit balance as approved by the appropriate borrowing bylaw to meet, at a minimum, expected requirements.

Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates or interest rates will affect the municipality's income or the value of its holdings of financial instruments. The objective of market risk management is to control market risk exposures within acceptable parameters while optimizing return on investments.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The municipality is exposed to interest rate risk arising from the possibility that changes in interest rates will affect the variable rate of temporary borrowings and long-term liabilities and the value of fixed rate long-term liabilities.

There has been no significant changes from the previous year in the exposure to risk or policies, procedures and methods used to measure risks.

12. Contingent liability

The municipality has been notified of liability claims. Because the claims are within the municipality's insurance coverage, no provision has been made for the contingency in the financial statements.

The municipality has guaranteed a line of credit for The Canadian Baseball Hall of Fame & Museum with a limit of \$100,000, secured by guarantees from the Town of St. Marys and from several current and former directors of The Canadian Baseball Hall of Fame & Museum.

13. Budget amounts

Under generally accepted accounting principles, budget amounts are to be reported on the consolidated statement of financial activities for comparative purposes. The 2016 budget amounts for the Corporation of the Town of St. Marys approved by Council are unaudited and have been restated to conform to the basis of presentation of the revenues and expenditures on the consolidated statement of activities. Budget amounts were not available for certain boards consolidated by the municipality.

Approved budget annual surplus (deficit)	\$ -
Acquisition of tangible capital assets	9,929,383
Amortization of tangible capital assets	(2,224,245)
Debt financing proceeds	(365,000)
Debt principal repayments	897,002
Net reserve, reserve fund, and surplus transfers	(4,474,363)
Perth District Health Unit proportionate net budget	(5,112)
Spruce Lodge proportionate net budget	<u>6,714</u>
Budgeted surplus (deficit) reported on consolidated statement of operations	<u>\$ 3,764,379</u>

CORPORATION OF THE TOWN OF ST. MARYS
Consolidated Schedule of Tangible Capital Assets
For the Year Ended December 31, 2016

	Land	Land Improvements	Buildings	Vehicles, Machinery and Equipment	Roads and Transportation Improvements	Environmental Networks	Work in Process	TOTAL Net Book Value 2016	TOTAL Net Book Value 2015
Cost									
Balance, beginning of year	1,994,311	3,997,261	28,150,658	12,119,616	27,973,103	31,014,508	1,337,673	106,587,130	104,008,737
Add: Additions during the year		198,972	807,923	612,305	2,169,656	588,178	1,071,017	5,448,051	2,866,267
Less: Disposals during the year			(380,373)	(511,953)	(205,929)	(70,217)		(1,168,472)	(287,874)
Other: donations and transfers		127,078	(3,658,827)	(6,280,881)	(258,586)	10,071,216		-	-
Balance, end of year	<u>1,994,311</u>	<u>4,323,311</u>	<u>24,919,381</u>	<u>5,939,087</u>	<u>29,678,244</u>	<u>41,603,685</u>	<u>2,408,690</u>	<u>110,866,709</u>	<u>106,587,130</u>
Accumulated Amortization									
Balance, beginning of year	-	2,096,879	7,200,577	4,820,322	11,610,466	7,298,517	-	33,026,761	31,085,474
Add: Amortization during the year		196,758	583,329	391,822	499,071	570,919		2,241,899	2,224,245
Less: Accumulated amortization on disposals		99,847	(998,512)	(2,247,055)	(144,575)	2,422,997		(867,298)	(282,958)
Balance, end of year	<u>-</u>	<u>2,393,484</u>	<u>6,785,394</u>	<u>2,965,089</u>	<u>11,964,962</u>	<u>10,292,433</u>	<u>-</u>	<u>34,401,362</u>	<u>33,026,761</u>
Net Book Value of									
Tangible Capital Assets	<u>1,994,311</u>	<u>1,929,827</u>	<u>18,133,987</u>	<u>2,973,998</u>	<u>17,713,282</u>	<u>31,311,252</u>	<u>2,408,690</u>	<u>\$ 76,465,347</u>	<u>\$ 73,560,369</u>

CORPORATION OF THE TOWN OF ST. MARYS
Consolidated Schedule of Tangible Capital Assets
For the Year Ended December 31, 2016

	General Government	Protection	Transportation	Environmental	Health	Social and Family	Recreation and Cultural	Planning and Development	Work in Process	TOTAL Net Book Value 2016	TOTAL Net Book Value 2015
Cost											
Balance, beginning of year	1,370,913	1,465,309	32,713,796	42,356,975	424,527	1,832,048	24,337,952	747,937	1,337,673	106,587,130	104,008,737
Add: Additions during the year	389,586	18,680	2,229,371	895,945	52,948	30,910	565,893	193,701	1,071,017	5,448,051	2,866,267
Less: Disposals during the year	(108,128)	(10,200)	(205,930)	(190,097)	(11,345)	(196)	(642,576)			(1,168,472)	(287,874)
Balance, end of year	1,652,371	1,473,789	34,737,237	43,062,823	466,130	1,862,762	24,261,269	941,638	2,408,690	110,866,709	106,587,130
Accumulated Amortization											
Balance, beginning of year	631,078	811,148	12,972,792	10,363,388	217,990	937,451	6,959,047	133,867	-	33,026,761	31,085,474
Add: Amortization during the year	62,767	64,382	654,764	673,873	20,949	63,022	686,761	15,381		2,241,899	2,224,245
Less: Accumulated amortization on disposals	(108,128)	(10,200)	(141,333)	(87,722)	(11,345)		(508,570)			(867,298)	(282,958)
Balance, end of year	585,717	865,330	13,486,223	10,949,539	227,594	1,000,473	7,137,238	149,248	-	34,401,362	33,026,761
Net Book Value of											
Tangible Capital Assets	<u>1,066,654</u>	<u>608,459</u>	<u>21,251,014</u>	<u>32,113,284</u>	<u>238,536</u>	<u>862,289</u>	<u>17,124,031</u>	<u>792,390</u>	<u>2,408,690</u>	<u>\$ 76,465,347</u>	<u>\$ 73,560,369</u>

CORPORATION OF THE TOWN OF ST. MARYS
Consolidated Schedule of Continuity of Reserves, Reserve Funds and Deferred Revenue
For the Year Ended December 31, 2016

	Balance, beginning of year	Revenues and contributions			Utilized During Year	Balance, end of year
		Interest	From Operations	Other		
Reserves and reserve funds						
Reserves						
for general government	3,876,763		142,500		(1,074,238)	2,945,025
for protection services	416,702		120,000		-	536,702
for transportation services	1,030,864		2,240,336		(1,580,075)	1,691,125
for environmental services	2,005,904		1,486,614		(1,225,739)	2,266,779
for social and family services	148,100		-		-	148,100
for recreation and cultural services	603,869		74,447		(62,143)	616,173
for planning and development	265,464		-		(262,464)	3,000
	<u>8,347,666</u>	<u>-</u>	<u>4,063,897</u>	<u>-</u>	<u>(4,204,659)</u>	<u>8,206,904</u>
Reserve funds						
PUC Reserve Fund	3,546,492	56,535			(59,905)	3,543,122
	<u>3,546,492</u>	<u>56,535</u>	<u>-</u>	<u>-</u>	<u>(59,905)</u>	<u>3,543,122</u>
Total reserves and reserve funds	<u>11,894,158</u>	<u>56,535</u>	<u>4,063,897</u>	<u>-</u>	<u>(4,264,564)</u>	<u>11,750,026</u>
Deferred revenue						
Development charges	1,310,354	14,677		170,660	(104,031)	1,391,660
Parkland	62,517	641		36,250		99,408
Provincial Gas Tax Funds	10,518	909		110,178	(80,000)	41,605
Federal Gas Tax Funds	159,894	2,270		404,666	(553,000)	13,830
	<u>1,543,283</u>	<u>18,497</u>	<u>-</u>	<u>721,754</u>	<u>(737,031)</u>	<u>1,546,503</u>
Total	<u>\$ 13,437,441</u>	<u>75,032</u>	<u>4,063,897</u>	<u>721,754</u>	<u>(5,001,595)</u>	<u>\$ 13,296,529</u>

CORPORATION OF THE TOWN OF ST. MARYS

Segmented Information

For the Year Ended December 31, 2016

	General Government	Protective Services	Transportation Services	Environmental Services	Health Services	Social and Family Services	Social Housing	Recreation and Culture	Planning and Development	Total 2016	Total 2015
Revenue											
Taxation	11,327,234	-	-	-	-	-	-	-	-	11,327,234	11,159,352
User charges, licences, donations	237,828	155,660	355,820	4,414,835	148,528	1,089,570	-	1,328,464	61,349	7,792,054	7,226,059
Government transfers	583,461	176,150	1,007,999	22,552	623,235	1,498,336	-	270,135	-	4,181,868	4,789,289
Interest and penalties	258,342	-	-	16,383	3,781	1,254	-	-	-	279,760	280,834
Other	(240,363)	-	21,973	61,294	-	-	-	4,988	7,174	(144,934)	24,132
	<u>12,166,502</u>	<u>331,810</u>	<u>1,385,792</u>	<u>4,515,064</u>	<u>775,544</u>	<u>2,589,160</u>	<u>-</u>	<u>1,603,587</u>	<u>68,523</u>	<u>23,435,982</u>	<u>23,479,666</u>
Operating expenditure											
Wages, salaries and benefits	1,258,588	358,433	567,015	443,571	828,540	1,996,157	-	1,991,357	451,505	7,895,166	7,864,283
Contract services	317,116	1,174,502	394,136	1,699,729	608,155	204,298	-	307,711	129,332	4,834,979	4,629,632
Supplies, materials and equipment	517,947	253,751	711,941	934,029	137,762	633,252	372,250	1,575,596	169,236	5,305,764	5,808,971
Amortization	<u>62,767</u>	<u>64,382</u>	<u>654,764</u>	<u>673,873</u>	<u>20,949</u>	<u>63,022</u>	<u>-</u>	<u>686,761</u>	<u>15,381</u>	<u>2,241,899</u>	<u>2,224,245</u>
	<u>2,156,418</u>	<u>1,851,068</u>	<u>2,327,856</u>	<u>3,751,202</u>	<u>1,595,406</u>	<u>2,896,729</u>	<u>372,250</u>	<u>4,561,425</u>	<u>765,454</u>	<u>20,277,808</u>	<u>20,527,131</u>
Net revenue (expense)	<u>10,010,084</u>	<u>(1,519,258)</u>	<u>(942,064)</u>	<u>763,862</u>	<u>(819,862)</u>	<u>(307,569)</u>	<u>(372,250)</u>	<u>(2,957,838)</u>	<u>(696,931)</u>	<u>3,158,174</u>	<u>2,952,535</u>

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers
of the Corporation of the Town of St. Marys

We have audited the accompanying financial statements of the trust funds of the Corporation of the Town of St. Marys, which comprise the balance sheet as at December 31, 2016, and the statement of continuity of trust funds for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

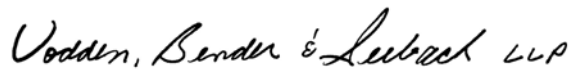
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the trust funds of the Corporation of the Town of St. Marys as at December 31, 2016 and the continuity of trust funds for the year then ended in accordance with Canadian public sector accounting standards.



Chartered Professional Accountants
Licensed Public Accountants

Clinton, Ontario
July 14, 2017

**THE CORPORATION OF THE TOWN OF ST. MARYS
TRUST FUNDS**

STATEMENT OF FINANCIAL POSITION

As at December 31, 2016

	Cemetery Care and Maintenance Fund	St. Marys Public Library Trust Fund	2016	2015
Assets				
Cash	36,481	46,720	83,201	65,953
Investments (note 2)	461,058	-	461,058	457,943
Accounts receivable	8,234	-	8,234	13,534
	<u>\$ 505,773</u>	<u>\$ 46,720</u>	<u>\$ 552,493</u>	<u>\$ 537,430</u>
Liabilities				
Accounts payable and accrued liabilities	3,396	-	3,396	8,907
Fund balance	502,377	46,720	549,097	528,523
Trust fund balances	<u>\$ 505,773</u>	<u>\$ 46,720</u>	<u>\$ 552,493</u>	<u>\$ 537,430</u>

STATEMENT OF CONTINUITY

For the Year Ended December 31, 2016

	Cemetery Care and Maintenance Fund	St. Marys Public Library Trust Fund	2016	2015
Receipts				
Investment income	3,396	443	3,839	9,386
Revenue from interment rights	20,131	-	20,131	13,534
	<u>23,527</u>	<u>443</u>	<u>23,970</u>	<u>22,920</u>
Expenditures				
Contributions to operating fund	3,396	-	3,396	8,907
	<u>3,396</u>	<u>-</u>	<u>3,396</u>	<u>8,907</u>
Excess of receipts over expenditures for the year	20,131	443	20,574	14,013
Fund balance, beginning of year	482,246	46,277	528,523	514,510
Fund balance, end of year	<u>\$ 502,377</u>	<u>\$ 46,720</u>	<u>\$ 549,097</u>	<u>\$ 528,523</u>

THE CORPORATION OF THE TOWN OF ST. MARYS
TRUST FUNDS
NOTES TO FINANCIAL STATEMENTS

For the Year Ended December 31, 2016

1. Accounting Policies

Significant aspects of accounting policies adopted by the municipality are as follows:

a) Management responsibility

The financial statements of the Trust Funds are the representations of management. They have been prepared in accordance with Canadian public sector accounting standards as recommended by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada as prescribed by the Ministry of Municipal Affairs and Housing for municipalities and their related entities.

b) Basis of consolidation

These trust funds have not been consolidated with the financial statements of the Town of St. Marys.

c) Basis of accounting

Sources of financing and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

d) Investments

Investments are recorded at cost less amounts written off to reflect a permanent decline in value.

e) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

2. Investments

Trust fund investments have a market value equal to cost of \$ 461,058 (2015 : \$ 457,943).

August 9, 2017

The Mayor and Council
Town of St. Marys
PO Box 998
St. Marys, ON
N4X 1B6

To the Members of Council:

As part of our engagement to audit the financial statements of the Town of St. Marys for the year ended December 31, 2016, Canadian generally accepted audit standards require that we communicate the following information with you in relation to our audit.

Evaluation of Internal Controls

Audits include a review and evaluation of the system of internal controls to assist in determining the level of reliance that may be placed on the system in assessing the nature and extent of audit procedures to be undertaken.

In planning an audit, an assessment is made of the risk that a material misstatement due to error or fraud could occur in the financial statements. Key to that assessment is the reliability of internal controls which have been planned and implemented to prevent and identify error or fraud. In accordance with Canadian generally accepted auditing standards, we reviewed the system of internal controls as it related to audit procedures but not for the purpose of expressing an audit opinion on the effectiveness of the internal controls. We have discussed with management and made tests of the control procedures in effect including authorizations, internal review, approvals, adherence to policies and, within limits of staff numbers, segregation of duties.

Prior Year's Issues

We had previously made mention of issues with internal controls over the PRC invoicing procedures regarding the recording of revenues within the Town's accounting system. We had recommended that invoicing was reviewed by an additional staff member to ensure details and amounts were correctly recorded by the town. The Town has updated the recreation software, and it is now directly integrated into the Town's accounting system. This ensures all revenues are being recognized, as they are scheduled.

Significant Accounting Principles

Management is responsible for the appropriate selection and application of accounting policies. Our role is to review the appropriateness and application of the policies. The accounting policies used by the Town are described in note 1 in the financial statements.

There were no new accounting policies adopted or changes to the application of accounting policies during the year.

The Town is required to incur closure and post-closure costs when landfill sites are used in operations. It was previously recommended that an engineer landfill closure and post-closure liability report be obtained by the Town, to verify the expected annual liability after closure and the expected post-closure period for which costs would be incurred. The Town has obtained the suggested report, and the landfill liability costs are accurately represented in the financial statements.

Significant Unusual Transactions

We are not aware of any significant unusual transactions entered into during the year that you should be informed about.

Disagreements with Management

We are required to communicate any disagreements with management, whether or not resolved, about matters that are individually or in aggregate significant to the Town's financial statements or auditor's report. Disagreements may arise over:

- Selection or application of accounting policies;
- Assumptions and related judgements for accounting estimates;
- Financial statement disclosure;
- Scope of the audit; or
- Wording of the auditor's report

We are pleased to inform you that we had no disagreements with management during the course of our audit.

Issues Discussed

The auditor generally discusses among other matters, the application of accounting principles and auditing standards with management. There were no major issues discussed that were not in the normal course of business.

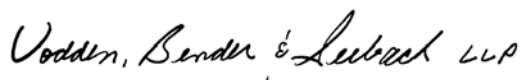
Difficulties Encountered During the Audit

During our audit, we encountered no significant difficulties that should be brought to the attention of Council.

This communication is prepared solely for the information of Council and is not intended for any other purpose. We accept no responsibility to a third party who may use this communication.

We will be pleased to discuss with you at your convenience, any matters mentioned above.

Yours very truly

A handwritten signature in cursive script that reads "Vodden, Bender & Seebach LLP".

Vodden, Bender & Seebach LLP
Chartered Professional Accountants
Licensed Public Accountants
per: Paul Seebach CPA, CA

MONTHLY REPORT

To:	Mayor Strathdee and Members of Council
From:	Emergency Services / Fire Department
Date of Meeting:	22 August 2017
Subject:	FD 11-2017 August Monthly Report (Emergency Services)

RECOMMENDATION

THAT FD 11-2017 August Monthly Report (Emergency Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

During the month of August (14 July – 14 August 2017) the fire department responded to 13 emergency calls most notably:

- 3 Activated Alarms – Nil Incident
- 2 Activated CO Alarms – Nil Incident
- 2 Fires – Kitchen fire in a residential house & Washroom fire in the Milt Donnell Field
- 4 Motor Vehicle Accidents
- 1 Natural Gas Leak

This year to date 01 Jan 17 – 11 July 17 we have had 65 emergency response calls compared to 66 response calls last year from 01 Jan 16 to 14 August 16.

Tammy DeGraw, our Fire Prevention Officer, has conducted four fire inspections, five follow up inspection, one evacuation drill, completed one TAPP-C The Arsonist Prevention Program for Children, three Fire Permit Inspections, and one Fire Extinguisher Training Program during the month of July - August 2017. In addition to this she has also started to enter all of the inspections she has completed into the Fire Program.

Fire Chief scheduled for an Incident Management System (IMS) 250 – (IMS in the EOC course 15-16 August 2017)

OUTSTANDING ISSUES AND PROJECT LIST

- Fire Department personnel have completed an online theory portion water rescue awareness course. Fire Department water rescue instructors will conduct the practical portion of the training on the 19th of August 2017.
- An RFT for the purchase of Self-contained Breathing Apparatus has been completed and sent to the Director of Finance for review.
- Currently reformatting and updating the Fire Department's Standard Operating Guidelines last updated in 2012.

SPENDING AND VARIANCE ANALYSIS

None at this time.

REVIEWED BY

Recommended by the Department



Richard Anderson
Director of Emergency Services/Fire Chief

Recommended by the CAO



Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Building and Development
Date of Meeting:	22 August 2017
Subject:	DEV 23-2017 August Monthly Report (Building and Development)

RECOMMENDATION

THAT DEV 23-2017 August Monthly Report (Building and Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Planning

Minor Variance application A06-2017 deemed complete for 95 Carling Street to permit an addition to the existing dwelling with a reduced front yard setback from 22.5m to 19.28m. Public Hearing at Committee of Adjustment scheduled for August 16, 2017.

Appeal period lapsed for Official Plan and Zoning By-law amendments affecting 825/895 Queen St E (Baird). No appeals – the amendments are now in effect. No change in OP designation or zone category – the amendments recognize re-configuration of the properties.

Appeal period lapsed for Consent to Sever applications B04/05/06-2017 affecting 825/895 Queen St E (Baird). No appeals received.

Appeal period lapsed for Minor Variance application A05-2017 affecting 72 Ontario St S (Shaw) to permit the construction of a detached garage exceeding the permitted maximum 60 sq m (72.5 sq m) with a reduced exterior side yard from the required minimum 6.0m to 4.06m; and further to permit the re-construction of a front porch with a reduced front yard setback from the required minimum 6.0m to 2.94m.

Staff review of zoning amendment application completed for lands at 275 James St S – comments forwarded to the proponent regarding outstanding information required.

On-site meeting with new owner of 135 Queen St E to discuss future plans for the building, attended by Planning, Building and Economic Development staff.

Building

A total of 21 permits were issued in July 2017 compared to 13 in the previous year.

There were 3 new dwelling units issued this month compared to 6 the previous year.

The total construction values were \$4,725,400 compared to \$1,227,000 the previous year.

The total permit fees were \$46,149.98 compared to \$13,964.33 the previous year.

A total of 64 appointments were provided by the Building Department for this time period.

There were six Heritage permits issued for this period.

2017 Building season continues to be very strong. July 2017 construction value is the most for the month of July in the past 10 years. At this point in the building season, the numbers are very strong, and we still have five months to go. At this pace, we are expecting to see numbers that will put 2017 as one of the best years since 2009.

Facilities

Meeting each department/community groups to help establish 2018 Operating and confirm 2018 Capital needs.

Ice is installed at the Blue Rink, Ice to be installed at the Rock Rink the week of August 21, 2017.

Starting the wind down for outdoor sports fields.

Working on Customer Service Training with staff.

OUTSTANDING ISSUES AND PROJECT LIST

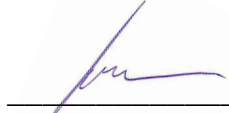
Sign by-law report.

SPENDING AND VARIANCE ANALYSIS

As per budget

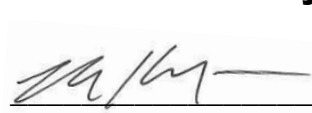
REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
CAO / Clerk

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Grant Brouwer, Director of Building and Development
Date of Meeting:	22 August 2017
Subject:	DEV 24-2017 Site Alteration Agreement for Meadowridge Properties

PURPOSE

To formalize an agreement between the Town and Meadowridge Properties to allow site alterations on the Stoneridge Phase Two.

RECOMMENDATION

THAT Council approves an agreement with Meadowridge Properties to allow site alterations on the Stoneridge Phase Two property; and,

THAT By-law 67-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved.

BACKGROUND

Historically the Town as allowed developers to enter upon lands (sometimes prior to draft approval) without proper safe guards in place. Sometimes we had no issues, and other times, we have had several issues (dust, broken infrastructure, issues with neighbouring property owners, etc.). The Town is moving forward to correct the noted gaps in this process.

REPORT

As part of the Draft Plan conditions for Stoneridge Phase 2, the Developer is to enter into an agreement with the Town to permit site alterations prior to the Plan of Sub division being approved by the Town. The agreement (attached) covers off a number of safe guards that are not generally addressed until the Sub-division Agreement is approved and signed and the Plan of Sub-Division is registered.

The agreement functions to accomplish two main items, 1-allows the Developer to start earth works while they are fulfilling the Draft Conditions, and 2- imposes safe guards between the Town and the Developer. These safe guards include, but are not limited to: securities to cover off damage to municipal infrastructure (curbs, sidewalks) and private assets (driveways, landscaping); a construction management plan, which establishes hauls routes, time of use, and frequency; a location where the material is being hauled too, and that it's permitted to be taken there.

SUMMARY

That the Town enters into an agreement with Meadowridge Phase Two property prior to all the draft conditions being fulfilled.

FINANCIAL IMPLICATIONS

Legal fees to review the agreement

OTHERS CONSULTED

Rob Taylor, Meadowridge Properties
Karen Winfield, UTRCA,
Jeff Wolfe- Asset Management/Engineering Specialist
Jed Kelly- Director of Public Works

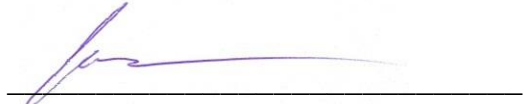
UTRCA was also involved with the construction plan

ATTACHMENTS

Site Alteration Agreement

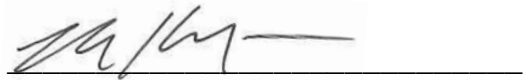
REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
CAO / Clerk

THIS AGREEMENT made this ___ day of July, 2017.

B E T W E E N:

MEADOWRIDGE PROPERTIES LTD.
(hereinafter called the "Owner")

- and –

THE CORPORATION OF THE TOWN OF ST. MARYS
(hereinafter called the "Town")

WHEREAS Owner represents that it is the legal owner of the property legally described as Part Lots 21 and 22, Concession 18 (Blanshard), Part 2 44R-3620, St. Marys, being all of PIN 53252-0576 (LT), in the Town of St. Marys, hereafter referred to as the "Property";

AND WHEREAS the Owner intends to apply for draft plan approval for a plan of subdivision in relation to the Property;

AND WHEREAS the Owner shall be required to enter into a subdivision agreement with the Town prior to final approval of the plan of subdivision;

AND WHEREAS it is the desire of the parties that the Owner be permitted to carry out certain cut and fill works on the Property provided certain conditions are met and certain securities are provided by the Owner;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the Town granting the Owner permission to carry out cutting and filling work on the Property, and the covenants hereinafter expressed, the parties hereto covenant, promise and agree with each other as follows:

1. The Town and the Owner agree that the above recitals are true and incorporate same as terms of this Agreement.
2. The terms defined in this section shall have the following meanings unless the context expressly or by necessary implication otherwise requires:
 - (a) "Agreement" means this agreement titled "Town of St. Marys Cut and Fill Agreement" including each of the Schedules attached hereto;
 - (b) "*Construction Lien Act*" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended;

- (c) "Director of Public Works" means the Director of Public Works for the Corporation of the Town of St. Marys, and includes an interim or acting Director of Public Works;
 - (d) "Owner" means collectively the registered owner or owners in fee simple of the Property, its/his/her/their heirs, executors, administrators successors and assigns and agents thereof or contractors or subcontractors carrying out works for or on behalf of the Owner.
 - (e) "Property" means the real property which is the subject of the Agreement, the legal description of which is described as Part Lots 21 and 22, Concession 18 (Blanshard), Part 2 44R-3620, St. Marys, being all of PIN 53252-0576 (LT), in the Town of St. Marys;
 - (f) "Work" means any and all work performed in accordance with section 4 and section 11 of this Agreement.
3. It is understood and agreed that the following Schedules are attached hereto and form part of this Agreement:
- a. Schedule "A" – Construction Management Plan
 - b. Schedule "B" – Description of Work
4. The parties hereto agree that the Owner shall be entitled to proceed to excavate material, process and stockpile fill, remove fill, and grade the Property, subject to the terms of this Agreement (the "Work").
5. In consideration for the permission herein granted, the Owner acknowledges, covenants and agrees as follows:
- a. The Work shall be entirely at the risk, expense and cost of the Owner without any claim or recourse whatsoever against the Town by virtue of the Owner undertaking the Work prior to approval of any plan or plans of subdivision for the Property;
 - b. The Work shall be carried out in conformity with the Construction Management Plan attached hereto as Schedule "A", which may, with the approval of the Director of Public Works, be amended as required to address changing environmental conditions or for any other reason the Director of Public Works considers appropriate in the circumstances;

- c. The permission granted herein is limited to the performance of the Work described in the Description of Work attached hereto as Schedule “B”, which document may be amended and updated from time to time to the satisfaction of the Town. The Owner agrees that the total volume of fill moved shall be limited to the amount required to accommodate the detailed design attached hereto as Schedule “B”. The Owner acknowledges that this Agreement does not constitute or imply future approval of the draft plan of subdivision by the Town.
 - d. It is the sole responsibility of the Owner to ensure that any and all required permissions and approvals from third-party authorities are applied for and obtained before any work is undertaken pursuant to this Agreement, including but not limited to, the Upper Thames River Conservation Authority, the Ministry of Transportation, and the Ministry of Environment and Climate Change.
 - e. The grading requirements for the Property may change as a result of future requirements imposed by the Town, as part of the approval process for a plan of subdivision or otherwise, and the Owner assumes the responsibility for the costs associated with making any such modifications to the Property in the future to comply with any requirement imposed by the Town; and,
 - f. Access to the Property for the purpose of undertaking work contemplated in this Agreement shall occur via the location set out in the plan attached hereto as Schedule “A” and as approved by the Town. No other access point may be used without amendment to this Agreement. The Owner shall be responsible for obtaining all necessary approvals for such entrance and satisfying the requirements of the Town concerning such access;
6. The Owner further covenants and agrees that prior to commencing the Work:
- a. The Owner shall apply for and receive written approval from the Upper Thames River Conservation Authority to carry out the Work, and shall provide a copy of such written approval to the Town;
 - b. The Owner shall apply for and receive written approval of the haul route included as part of Schedule “A” to this Agreement from any authority having jurisdiction over a road forming part of the haul route.

- c. The Owner shall take all necessary steps to locate all existing underground facilities, including buried utilities, within the Property and within the vicinity of the Property prior to any excavation work being done;
 - d. The Owner shall install all appropriate tree preservation, fencing, access control measures, property signage and sediment and erosion control measures; and,
 - e. The Owner shall obtain the written permission from the person or entity to receive the cut materials in accordance with the Ontario Provincial Standards, and shall provide a copy thereof to the Town;
7. In addition to the foregoing, the Owner covenants and agrees that during the course of the Work the Owner shall:
- a. continue to maintain the erosion and siltation control devices and structures, fencing, and access control;
 - b. put and keep in place measures to control ponding, weeds, dust and mud as well as erosion, siltation and slippage conditions;
 - c. continue to maintain tree preservation and protection for existing trees and to do so in accordance with all laws, guidelines and reasonable requests from authorities;
 - d. monitor the soil and water on the Property in accordance with the soil and water sampling and analysis plans attached hereto as part of Schedule "A" to confirm the soil and water quality are acceptable;
 - e. permit, at all times, access to the Property by the Town, its employees, agents and designates to inspect and otherwise observe the progress of construction, and if necessary, to effect emergency repairs or take remedial action;
 - f. continuously keep all roads used for access to the Property in good repair acceptable to the Town including the removal of mud tracked from the Property as well as dust control;
 - g. not interfere with or obstruct the use of roadways outside the limits of the Property without a permit from the Town;

- h. maintain an unobstructed emergency route at all times with a minimum width of six (6) metres constructed of granulars and have sufficient compaction as to provide access for all emergency vehicles to the satisfaction of the of the Town;
 - i. be responsible for any damage caused to any existing utility, highway, road, street, structure, or plant as the result of the activities of the Owner;
 - j. maintain the Property in a tidy condition, and promptly dispose of all construction refuse and debris in an orderly and sanitary fashion off the Property; and,
 - k. provide written notice of any proposed change in relation to the Work and have received written approval from the Town for such change.
8. After the Work has been completed, the Owner shall provide to the Town a letter signed by the Owner's engineer confirming that all rough cut earthworks are complete.
 9. The Owner shall, at its sole risk and expense, repair any and all damage to municipal property, including any damage to roads, signs, landscaping, equipment and/or vegetation, and any subsurface damage caused by any spill, leak or contamination originating from the Property that occurs as a result of the Work (the Repairs). The Town shall be entitled to carry out the Repairs at the Owner's expense (a) if the Town has provided the Owner with reasonable notice of the damage and the Owner has not repaired the damage; (b) if the Town and the Owner mutually agree that the damage shall be repaired by the Town; or (c) forthwith, without notice to the Owner, in the case of an emergency.
 10. This Agreement, including the Schedules hereto, shall continue to be in effect until such time as this Agreement is superseded by a subdivision agreement, and the Owner shall take all measures necessary to comply with this Agreement at all times while it remains in effect.
 11. Prior to commencing the Work, the Owner shall provide to the Town a damage deposit in the amount of five thousand dollars (\$5,000) as security for cost of the Repairs. The amount of the deposit shall not constitute a limit on the Owner's liability for the cost of the Repairs and the Owner shall reimburse the Town fully for the actual cost of the Repairs if it exceeds the amount of the deposit.

12. The Town shall return to the Owner any unused balance of the damage deposit, without interest, within six months after the Owner confirms in writing that the Work is complete and provides to the Town an engineer's letter as set out in section 8 of this Agreement.
13. The Owner shall purchase and maintain in effect at all times during the course of this Agreement insurance against all damages or claims for damage with a financially sound and reputable insurance company satisfactory to the Town. Such policy or policies shall name the Town as an additional insured. The Owner shall provide a Certificate of Insurance to the Town's Director of Finance evidencing the insurance coverage required by the Owner and hereafter annually on the insurance renewal date.

The issuance of such insurance policy or policies shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner may be held responsible. Such insurance policy or policies shall be in a form acceptable to the Town's insurer and, without limiting the generality of the foregoing, shall provide:

- (a) Comprehensive General Liability insurance applying to all operations of the Owner subject to the limits of not less than five million dollars (\$5,000,000) for any single occurrence which shall include coverage for personal injury, including death, broad form property damage, products and completed operations liability, owner's and contractor's liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses;
- (b) Automobile Liability insurance with an inclusive limit of liability of two million dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the installation and/or construction of the Pre-Servicing Works including legal liability for Damage to Non-Owned Automobiles coverage and/or Cargo insurance. The policy must provide coverage for personal injury, including death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles;
- (c) That the insurance premium for the insurance required herein has been prepaid for a period of not less than one (1) year;
- (d) That the insurance policy will provide that it is not cancellable unless prior notice by registered mail has been received by the Town from the insurer not less than thirty (30) days prior to the cancellation date;
- (e) The Owner agrees to immediately notify the Town of any occurrence, incident, or event which may reasonably be expected to expose either party to liability of any kind in relation to the work undertaken pursuant to this

Agreement;

- (f) That the insurance policy shall not contain a deductible clause. If the policy contains a deductible clause, the Owner must provide an additional cash deposit with the Town in the amount of the deductible.

14. The Owner on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, hereby covenants and agrees to indemnify and save harmless the Town of and from all actions, causes of action, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made brought or prosecuted, including legal fees, which the Town may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Owner, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Owner is responsible for at law which may arise either directly or indirectly by reason of the Owner taking any action or obligation which may be associated with this Agreement.
15. Without limiting the generality of the foregoing, the Owner agrees to indemnify and save harmless the Town for any issues related to the alteration of any grade, the maintenance or repair of any street within the Property, or by reason of the failure, neglect or omission of the Owner to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Owner, including failure of the Owner to comply with the *Construction Lien Act*.
16. Any notice required to be given to the Owner or the Town under this Agreement shall be in writing and shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

<u>Town's Address</u>	<u>Owner's Address</u>
Town of St. Marys 175 Queen Street East PO Box 998 St. Marys, ON N4X 1B6 Attention: Clerk	Meadowridge Properties Ltd. 25 Water Street North Box 190 St Marys, ON N4X 1B1

17. Should the Owner transfer all or part of the Property, all terms and conditions agreed to in this Agreement are to be transferred to the new owner(s). The Town will require the new owner(s) to accept, in writing, the terms and conditions outlined in this Agreement. If the acceptance of the terms and conditions of this Agreement from the new owner(s) is not received by the date of sale or transfer, the terms and conditions agreed to in this Agreement shall remain the responsibility of the previous Owner.
18. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
19. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be severable.
20. If there are more owners than one, all covenants herein contained shall be construed to be several as well as joint.
21. Wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
22. The parties hereto agree that this Agreement is further to and does not replace or revoke any prior agreements.
23. The Owner agrees that it shall and will, on the request of the Town, make, do, execute or cause to be made, done or executed all such further and other acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

DATED AT _____ this _____ day of _____, 2017.

) **MEADOWRIDGE PROPERTIES LTD.**

)

)

) _____

) Name and Position

) I have authority to bind the Corporation

DATED AT _____ this _____ day of _____, 2017.

) **THE CORPORATION OF THE TOWN OF ST. MARYS**

)

)

) _____

) MAYOR: Al Strathdee

)

)

) _____

) CLERK: Brent Kittmer

We have authority to bind the Corporation.

SCHEDULE A – Construction Management Plan

1. The Work done pursuant to this Agreement shall conform with:
 - a. Drawing No. SP01 of the Stoneridge Subdivision Phase II Development, “Typical Road Cross-section & Notes”, dated February 22, 2017, prepared by B. Johnson, P. Eng., and,
 - b. Drawing No. SP02 of the Stoneridge Subdivision Phase II Development, “Typical Lot Grading Details”, dated February 22, 2017, prepared by B. Johnson, P. Eng.
2. The Work done pursuant to this Agreement shall conform with the Construction Management Plan below, or such other or revised Construction Management Plan as the Director of Public Works may approve in accordance with section 5(b) of this Agreement.
3. The descriptions of work contained in Stages Two through Six of the Construction Management Plan are for planning purposes only and do not form part of the Work authorized by the Agreement. The Work authorized by the Agreement is strictly limited to the earthworks described in Schedule B to the Agreement.

Meadowridge Stoneridge Subdivision Construction Management Plan

The following document shall form the various stages of the Construction management plan for the Stoneridge Subdivision – which is an extension to both streets currently known as Ridgewood Crescent, in the Town of St. Marys.

The stages that will be carried out over the coming years will begin with a major cut and fill procedure, followed by the underground servicing, road building and the home construction, all of which will have its own construction management plans for all personnel to follow.

Meadowridge Properties health and safety plan will be followed by all the sub-contractors and home builders who are working on the site. Meadowridge Properties independent safety consultant will make regular visits to the site to ensure that the plans and procedures of the health and safety plan are being followed.

For all stages of construction, normal hours of operations are from 7 am to 6pm, Monday to Friday with Statutory Holidays and weekends excluded. All efforts will be taken to

limit the amount of noise and construction activities outside these periods in an effort to limit the impact on adjacent properties. If additional hours or days are required to complete specific works, Meadowridge Properties will provide co-ordination and approval from the Town of St. Marys staff.

A temporary access is being arranged from Given Road, which will run along the East boundary of the Schoonderwoerd Property (east boundary limit within the Town of St. Marys), with a temporary crossing at the end of the Trail system along the abandoned CN corridor now owned by the Town of St. Marys (this crossing turns into the new trail access

into the future development once completed). This access will be for phase one activity, which is the earth removals and relocation. (see figure 1). It is anticipated that all the cut and fill activity will be done on the development site and on the Fawcett property to the East, which will be receiving the bulk amount of excess material. Top soil stockpile for the development may also be located on the property to the East for a limited amount of time until such time that access can not be achieved due to foundations and finishes or the timing of any farming activity required by an agreement with the land Owner and the developer. This access will also be used for equipment and supplies for the underground works and road building. At the entrance to the Schoonderwoerd Property at Given Road a mud matt will be installed and maintained during the course of use of this temporary lane. This temporary access will be in place for use up to the road base installation.

The primary point of access for deliveries of materials and equipment once the subdivision roads have a gravel base will be through Southvale Road, Stoneridge Drive and Ridgewood Crescent and these will be maintained to and from the site when required. There may be excess materials from some foundations once the home building begins and this material will be hauled to a private site to be determined or stockpiled at the yard of McLean Taylor Construction in Perth South with co-ordination and approval from the Town of St. Marys.

Contacts for this project in case of emergency, or health and safety related items are the following individuals:

Rob Taylor: Meadowridge Properties - 519-871-3988

Ken McLean: McLean Taylor Construction - 519-671-1987

Paul Taylor: McLean Taylor Construction - 519-284-2580

Stage One:

Construction procedure for cuts and fills within the subdivision boundary of the development (approximately 80,000m³) and the excess fill from the subdivision being placed on the neighboring farm fill location.

The installation of silt fencing around the perimeter of the development – leaving access openings at both ends of the existing Ridgewood Crescent streets, access to the temporary

lane at the Southeast corner and an access to the neighboring property to the East which is receiving the excess materials. Install the silt fencing 1.0m off the property line within the boundary of the development. The neighbouring property to the East will receive silt fencing approximately 10m from the theoretical UTRCA regulatory flood line (as shown in figure 2) at the north end of the development and also at the South end approximately 30m North of the South boundary of the development into the East property. Both installations will be placed to the East to incorporate the areas designated to be used for the fill placement. Silt fencing across the West side of the temporary lane just south of the Towns trail, expanded to cover the area draining into the adjacent culvert draining westerly. Additional silt fencing will be placed if any grade change or surface flow is obstructed during the life of the temporary road.

Once all the silt fencing is in place the topsoil removal can begin within the development and the area of fill placement. The topsoil stockpile shall be graded to provide safe slopes for placement and removals as well shall have siltation fencing on any downward slopes to prevent erosion into any general areas where the runoff may accumulate. If required the installation of rock spillways can be added to allow any major runoff areas to be filtered before flow enters any areas off site.

Once the topsoil layers are removed in both locations, then the fill removal and relocation can begin. The engineer for the project will assist in verifications of the proposed grades and any concerns that are raised during the process.

The Contractor shall make reasonable efforts to prevent wind blown dust towards the existing residential area by providing an acceptable dust suppressant whenever the need arises. Any excess dust, dirt or mud that collects on the existing two street accesses of Ridgewood Crescent to the development shall be removed and swept whenever the need arises.

Stage Two:

Construction of the Storm water management area.

Relocation and removals of materials to build the SWM area includes excavation and installation of the outlets to the required locations on the approved subdivision plans.

Part of stage Two will be the placement of the retaining wall bases to a determined elevation to accept relocated on site materials during the servicing portion of the works.

For all phases of infrastructure installation, follow the specifications and notes shown on the Subdivision drawings approved by the Town for construction of this project. All inquiries regarding the subdivision plans can be forwarded to Johnson Engineering Consultants Inc. at 519-271-9923.

Stage Three:

Construction of underground servicing.

The construction of the sanitary sewers, storm sewers and watermain, complete with all the individual lot servicing. No detours and disruptions to any existing services are anticipated for these works. If for any reason the above item is required arrangements will be coordinated and approved from the Town of St. Marys.

Stage Four:

Construction of the road base and its finishes.

Typical excavation and compaction to build the new road within the right of way limits shown on the subdivision plans. Granular's, curbing and base asphalt to be installed. Fine grading and plantings within the SWM area as determined for best practices at the time of stage completion – timing may vary due to species and conditions

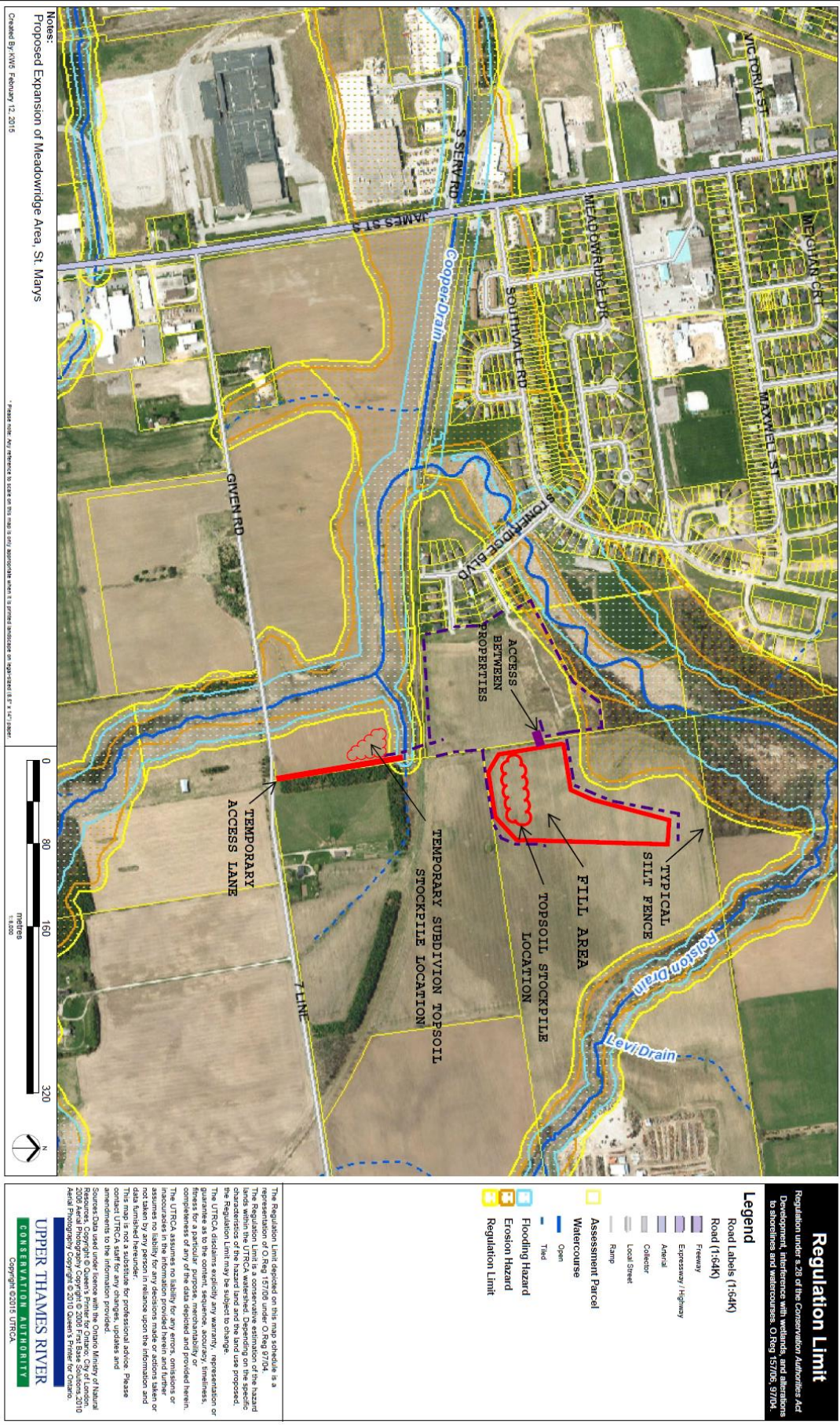
Stage Five:

House construction

Foundations and buildings to begin and continue until the completion of all the created lots within the subdivision.

Stage Six:

Final course of asphalt – upon approval with the Town of St. Marys – raising maintenance structures to finished grade and cleaning existing surface to receive the final placement of material. Any deficiencies upon a combined inspection by the Town and the Owners representative will also list items to be completed to satisfy the subdivision agreement.



SCHEDULE B – Description of Work

The Work to be done pursuant to this Agreement shall be:

1. Stripping and removal of topsoil from the Property; and,
2. Excavation and removal of bulk fill from the Property, to within 300 millimeters, plus or minus, of the finished design grade as currently proposed and as shown in the Stoneridge Subdivision Phase II Development Master Grading Plan dated February 22, 2017, prepared by B. Johnson, P. Eng., being drawing No. C02.

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	22 August 2017
Subject:	DEV 25-2017 Extension of Part Lot Control - Diamondridge Subdivision (Registered Plan 44M-48), Town of St. Marys

PURPOSE

The purpose of this report is to provide Council with a summary and recommendation as it pertains to the request for an extension of Part Lot Control exemption for Lot 3 of the Diamondridge subdivision.

RECOMMENDATION

THAT DEV 25-2017 Extension of Part Lot Control exemption for Lot 3 of the Diamondridge subdivision be received; and,

THAT By-law No. 68-2017 affecting Lot 3, Registered Plan No. 44M-48 be adopted for a six month period, ending February 22, 2018.

BACKGROUND

Part lot control (PLC) is a power used by public authorities to prohibit a property owner from conveying a part of a lot from a registered plan of subdivision without approval from the appropriate authority. Section 50(7) of the *Planning Act* provides Council with the authority to remove or suspend PLC on parcel(s) of land to allow for further land division by passing a by-law which is registered on title. Each by-law must include a lapse date to ensure PLC is re-instated on the property.

Council has approved policies for the implementation of exemption from PLC under certain circumstances, including the creation of parcels for semi-detached dwellings.

To date, Council has adopted two PLC by-laws affecting multiple lots in the Diamondridge subdivision for the purpose of dividing lots for semi-detached and street townhouse dwellings. With each extension of the PLC provisions, fewer and fewer lots are included in the by-laws because the lots are divided.

Council adopted the initial by-law for the semi-detached dwellings, on Lots 1 through 7 inclusive, on September 22, 2015. Prior to the expiration of the one-year term under the initial by-law, the developer requested a one-year extension as five lots remained to be developed (Lots 2, 3, 4, 5 and 7). The latest by-law is set to expire on September 19, 2017 and the developer is requesting an extension for Lot 3 only.

COMMUNICATIONS

An exemption from PLC does not involve a public process under the *Planning Act* and as such, public notification is not required.

REPORT

Provincial and local policies were considered and implemented through the registration of the plan of subdivision and approval of zoning. An extension of PLC exemption for Lot 3 allows for continued orderly and appropriate development of this plan of subdivision. The request is consistent with Council's procedures and PLC implementation guidelines.

SUMMARY

It is recommended that Council approve By-law No. 68-2017 to extend the lifting of PLC for Lot 3 of Registered Plan 44M-48.

FINANCIAL IMPLICATIONS

None.

OTHERS CONSULTED

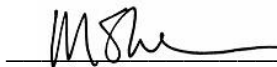
Susan Luckhardt, Planning Coordinator

ATTACHMENTS

- 1) Registered Plan 44M-48

REVIEWED BY

Recommended by the Department

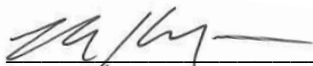


Mark Stone
Planner



Grant Brouwer
Director, Building and Development

Recommended by the CAO



Brent Kittmer
CAO / Clerk

APPROVED UNDER SECTION 51 OF THE PLANNING ACT,
R.S.O. 1990, c.P. 13 AS AMENDED, BY THE COUNCIL OF
THE CORPORATION OF THE TOWN OF ST. MARYS THIS
5TH DAY OF August, 2014.

Steve Grose
MAYOR, STEVE GROSE
Kevin McLlain
C.A.O., CLERK, KEVIN MCLLAIN

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

PLAN OF SUBDIVISION
OF PART OF
LOTS 35, 36 and 46
REGISTERED PLAN No. 371
AND PART OF
TRACY STREET
(CLOSED BY BY-LAW No. 64-2012, INSTRUMENT No. PC105534)
REGISTERED PLAN No. 371
AND PART OF
LOT 21, CONCESSION 17
(FORMERLY IN THE TOWNSHIP OF BLANSHARD)
TOWN OF ST. MARYS
COUNTY OF PERTH

SCALE 1:500
0 2 4 6 8 10 20 30 METRES

NA GEOMATICS INC.
ONTARIO LAND SURVEYORS

CERTIFICATE OF REGISTRATION

PLAN 44M-48

I CERTIFY THAT THIS PLAN IS REGISTERED
IN THE LAND REGISTRY OFFICE FOR THE
LAND TITLES DIVISION OF PERTH (No. 44)
AT 11:10 O'CLOCK ON THE 14TH DAY OF
August, 2014 AND ENTERED IN THE
REGISTER(S) FOR P.I.N.'s 53245-0177(LT) AND
53245-0179(LT) AND THE REQUIRED CONSENTS ARE
REGISTERED AS PLAN DOCUMENT No. PC180481

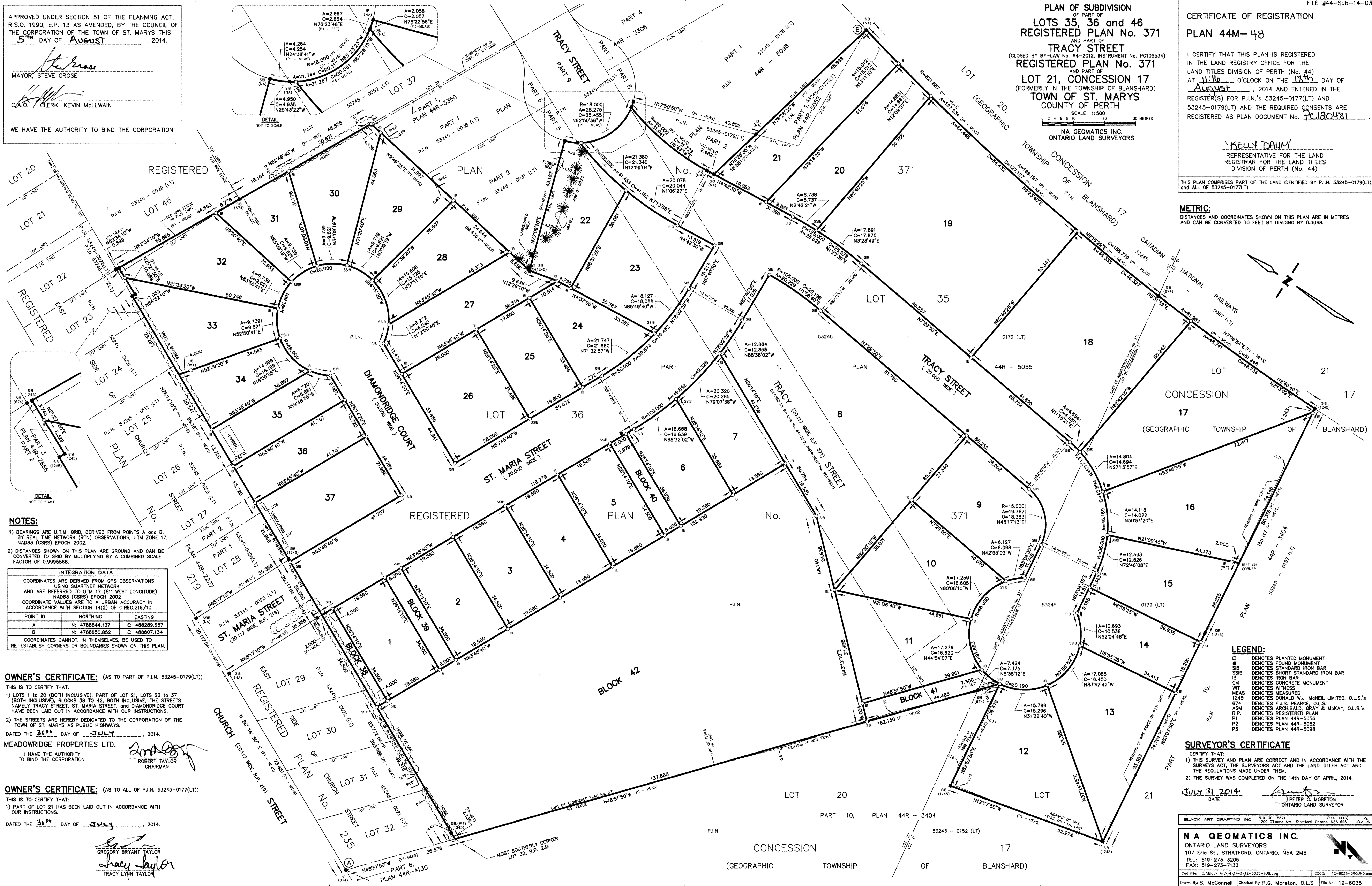
Kelly Daum

REPRESENTATIVE FOR THE LAND
REGISTRAR FOR THE LAND TITLES
DIVISION OF PERTH (No. 44)

THIS PLAN COMPRISES PART OF THE LAND IDENTIFIED BY P.I.N. 53245-0179(LT),
AND ALL OF 53245-0177(LT).

METRIC:

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



NOTES:

- 1) BEARINGS ARE U.T.M. GRID, DERIVED FROM POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) EPOCH 2002.
- 2) DISTANCES SHOWN ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9995568.

INTEGRATION DATA		
COORDINATES ARE DERIVED FROM GPS OBSERVATIONS USING SMARTNET NETWORK AND ARE REFERRED TO UTM 17 (81° WEST LONGITUDE) NAD83 (CSRS) EPOCH 2002. COORDINATE VALUES ARE TO A URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) OF O.R.G. 216/10		
POINT ID	NORTHING	EASTING
A	N: 4788644.137	E: 488289.657
B	N: 4788650.852	E: 488607.134

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

OWNER'S CERTIFICATE: (AS TO PART OF P.I.N. 53245-0179(LT))
THIS IS TO CERTIFY THAT:

- 1) LOTS 1 to 20 (BOTH INCLUSIVE), PART OF LOT 21, LOTS 22 to 37 (BOTH INCLUSIVE), BLOCKS 38 to 42, BOTH INCLUSIVE, THE STREETS NAMED TRACY STREET, ST. MARIA STREET, and DIAMONDRIIDGE COURT HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
- 2) THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF ST. MARYS AS PUBLIC HIGHWAYS.

DATED THE 31ST DAY OF JULY, 2014.

MEADOWRIDGE PROPERTIES LTD.

I HAVE THE AUTHORITY
TO BIND THE CORPORATION

Robert Taylor
ROBERT TAYLOR
CHAIRMAN

OWNER'S CERTIFICATE: (AS TO ALL OF P.I.N. 53245-0177(LT))
THIS IS TO CERTIFY THAT:

- 1) PART OF LOT 21 HAS BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.

DATED THE 31ST DAY OF JULY, 2014.

Gregory Bryant Taylor
GREGORY BRYANT TAYLOR
Tracy Lynn Taylor
TRACY LYNN TAYLOR

LEGEND:

- DENOTES PLANTED MONUMENT
- DENOTES FOUND MONUMENT
- SB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CM DENOTES CONCRETE MONUMENT
- WT DENOTES WITNESS
- MEAS DENOTES MEASURED
- 1245 DENOTES DONALD W.J. MCNEIL LIMITED, O.L.S.'s
- 674 DENOTES J.S. PEARCE, O.L.S.
- AGM DENOTES ARCHIBALD, GRAY & MCKAY, O.L.S.'s
- R.P. DENOTES REGISTERED PLAN
- P1 DENOTES PLAN 44R-5055
- P2 DENOTES PLAN 44R-5052
- P3 DENOTES PLAN 44R-5098

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - 2) THE SURVEY WAS COMPLETED ON THE 14TH DAY OF APRIL, 2014.

July 31, 2014
DATE

Peter G. Moreton
PETER G. MORETON
ONTARIO LAND SURVEYOR

BLACK ART DRAFTING INC. 519-307-8571 (File: 1443)
1200 O'Leary Ave., Stratford, Ontario, N5A 6S6

NA GEOMATICS INC.

ONTARIO LAND SURVEYORS
107 Erie St., STRATFORD, ONTARIO, N5A 2M5
TEL: 519-273-3205
FAX: 519-273-7133

Cad File: C:\Block Art\14\1443\12-6035-SUB.dwg C000: 12-6035-GROUND.doc
Drawn By: S. McConnell Checked By: P.G. Moreton, O.L.S. File No. 12-6035

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Community Services
Date of Meeting:	22 August 2017
Subject:	DCS 18-2018 August Monthly Report (Community Services)

RECOMMENDATION

THAT DCS 18-2018 August Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Aquatics

- 3376 Swimmers through the PRC pool in July. Swimming lessons both group and private have been well attended.
- Quarry has been running very smoothly, water running proven popular along with the cliff jump and water trampoline. Busiest day was July 29 with 367 in attendance, 4676 swimmers through the quarry for the month of July. Paddleboards have been rented steadily throughout the month.
- Lifesaving Instructors, Bronze Medallion, Cross and Standard First Aid classes have run this summer.

Community Services

- Blue pad available as of August 1, bookings have been full on with rentals and ticket ice.
- Customer service training has been top priority for all team members at the PRC. 7 hours online and 10 hours of meetings in total.

Child Care

- Child Care Centre – currently working on offering child care spaces to new families. The registration process is timely as parents receive a call to offer care, once they accept care they have registration paper work sent to them, then they set up a tour of the centre as well as visit days for themselves and their children. Many of our currently registered children will be transitioning to school in September so a large number of spaces become available in September. Staff are currently offering spaces to families now for September.
- School Age Program – The full day summer program has developed a wonderful groove, and the children and staff are working on a number of projects. We have been tending the school garden and exploring our neighborhood.

Museum

- The St. Marys Museum had a very successful Canada Day event and Canada 150 exhibit opening in partnership with the Corporate Communications and Events staff
- Staff and volunteers organized two successful fundraisers at the Canada 150 event; a pancake breakfast sponsored by Thames Vista Farm and Mrs. Tracey's Cupboard General Store organized by a number of Museum supporters

- Staff held outreach programs at Romeo Court VON, McCarthy Place Retirement Residence, and St. Marys VON
- Staff and volunteers participated in the Stonetown Heritage Festival with an activity booth on Queen Street, a historic photo display in Town Hall, heritage walking tours, and the Roaring Twenties Garden Party held on Sunday
- Staff participated in a Facebook live interview with the Stratford Tourism Alliance on July 14 to promote the Canada 150 exhibit. There were approximately 1700 views
- Picture St. Marys monthly visits surpassed 1000 for the first time in several years

Recreation

- Camp PRC is now running and has been received very well by current users and parents. Parents are much happier with the range of activities being offered and the new standard of the instructors
- New programming has been added to the community guide. Recreation has doubled the offering of winter programs
- We have ran 9 successful weeks of camps. 5 weeks Camp PRC, 2 weeks Kitchen Camp, 2 weeks tennis camp

Senior Services

- Reviewed pickle ball rates as the high school is now charging Senior Services each time for its use
- Brought on new choir director that will begin in September
- Met with lawyers to hammer out the details of the Network Services Agreement with OneCare Home and Community Support

Youth Services:

- The centre has been painted and new lights installed.
- The summer trial of opening has proven very successful and we will now open on all mid-term breaks
- Applied for Frank Cowan Home Town Grant for \$5,000 to get new electronic equipment for the centre

OUTSTANDING ISSUES AND PROJECT LIST

Aquatics

- August- continued customer service training throughout the PRC
- Promotions for fall swimming lessons and programs
- Collaborating with Facilities on cleaning tasks for our pool maintenance shutdown Sept 8-24

Community Services

- Customer service training outcomes- focus on adding items into policies and procedures and assessing work practices and systems, ensuring all Community Service 'Coffee Stains' are cleaned up immediately (these are areas for improvement), continual improvement standards being set to impress our customers.

Child Care

- Registration for the before and after school program is still in progress, staff postings have gone out and we are excited to start pulling together the teams for September.

Museum

- Melodies at the Museum, every Wednesday evening in August

- Harrington Heritage Festival, August 12
- Culture Days/Doors Open, September 30

Recreation

- Continuing with Camp PRC and specialty camps for August
- Working in line with the Recreation Master Plan results to better accommodate everyone in the community
- Researching and applying for grant opportunities.

Senior Services

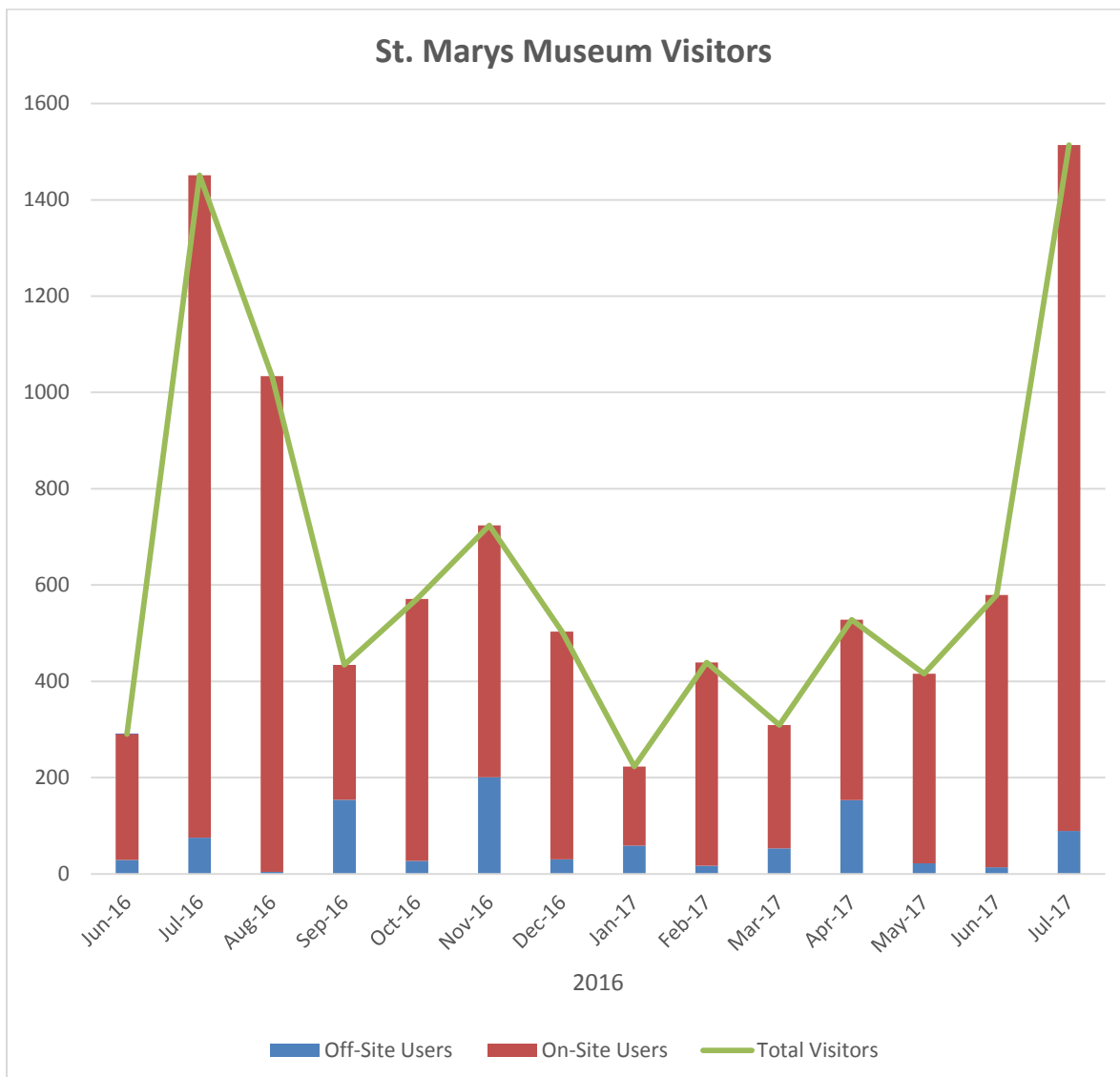
- Gearing up for fall programming and fall events.
- Two large upcoming fundraisers include: Scrap-a-thon and Scrap-a-thon garage sale both happening in September

Youth Services

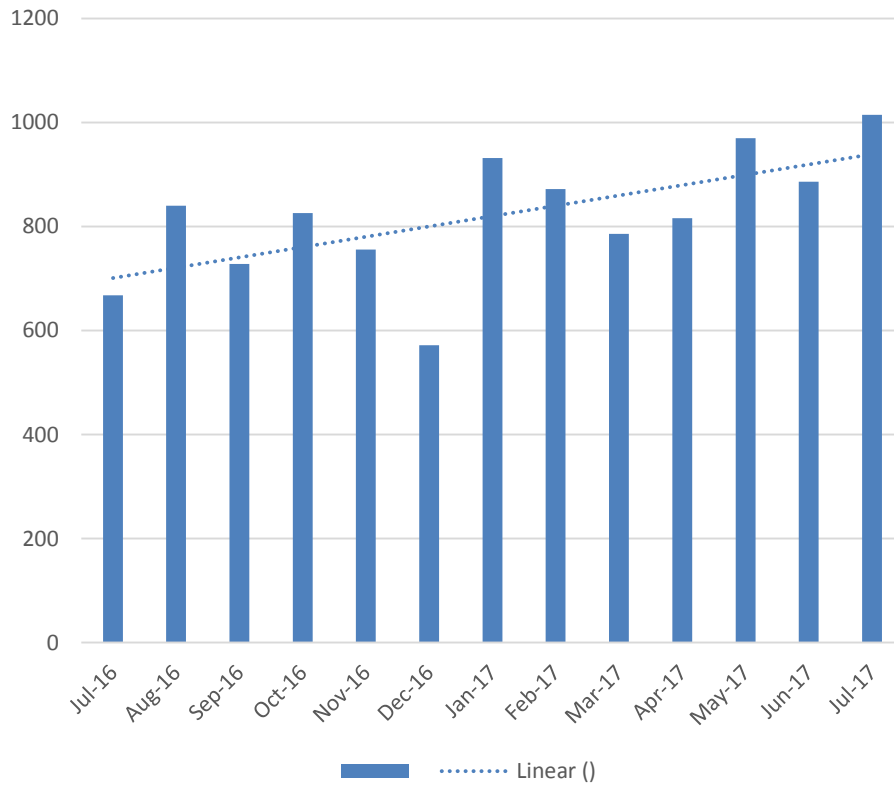
- Staff training happening before all youth come back to school in September
- Arranging meetings we all local principals to discuss how best to involve all youth in the centre
- Running a new logo competition in September

SPENDING AND VARIANCE ANALYSIS

Nothing at this time.

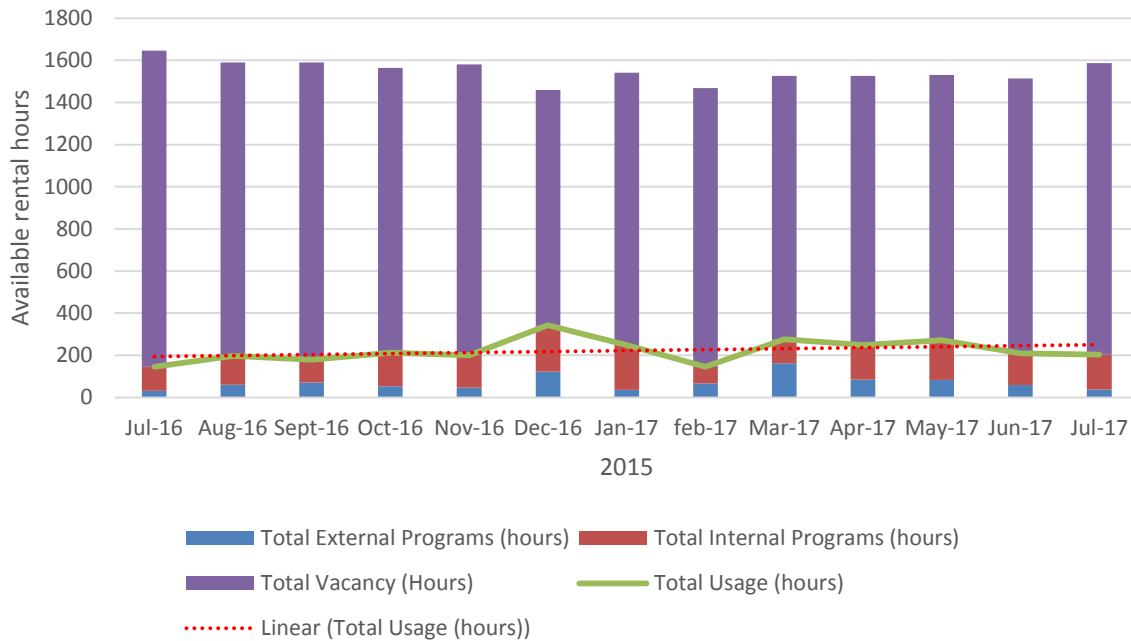


Picture St. Marys Visits

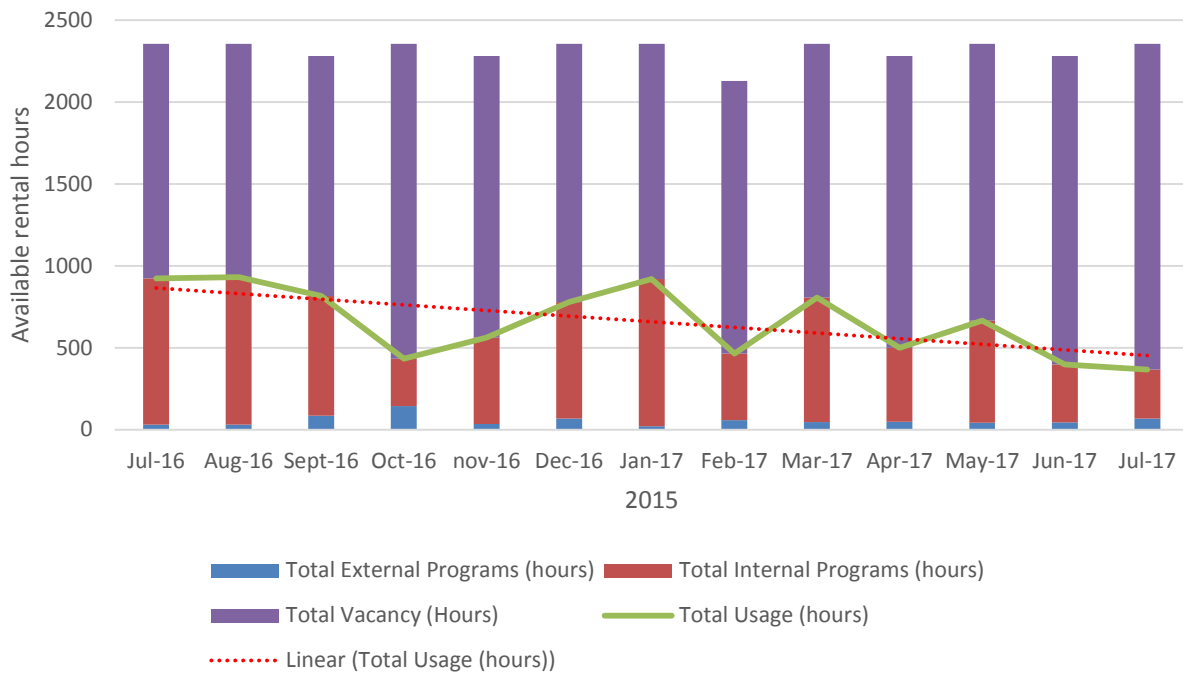


Community Centre Total Hall Usage

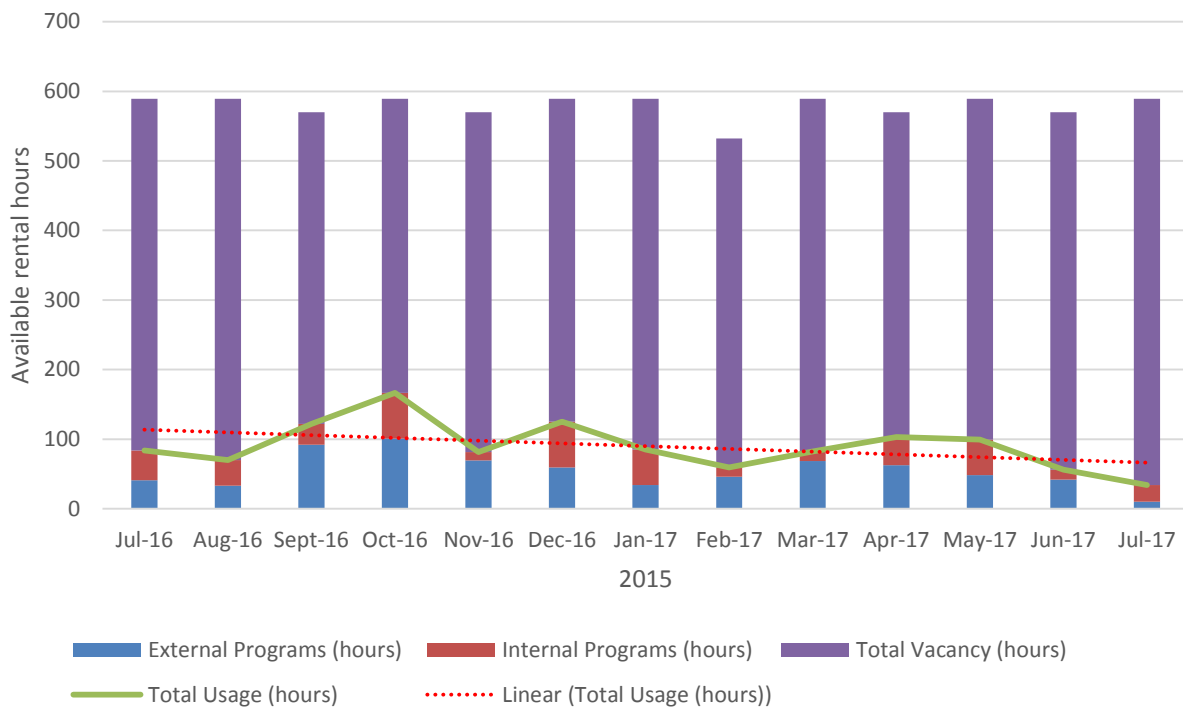
(Includes 1/3, 2/3, and Full hall)



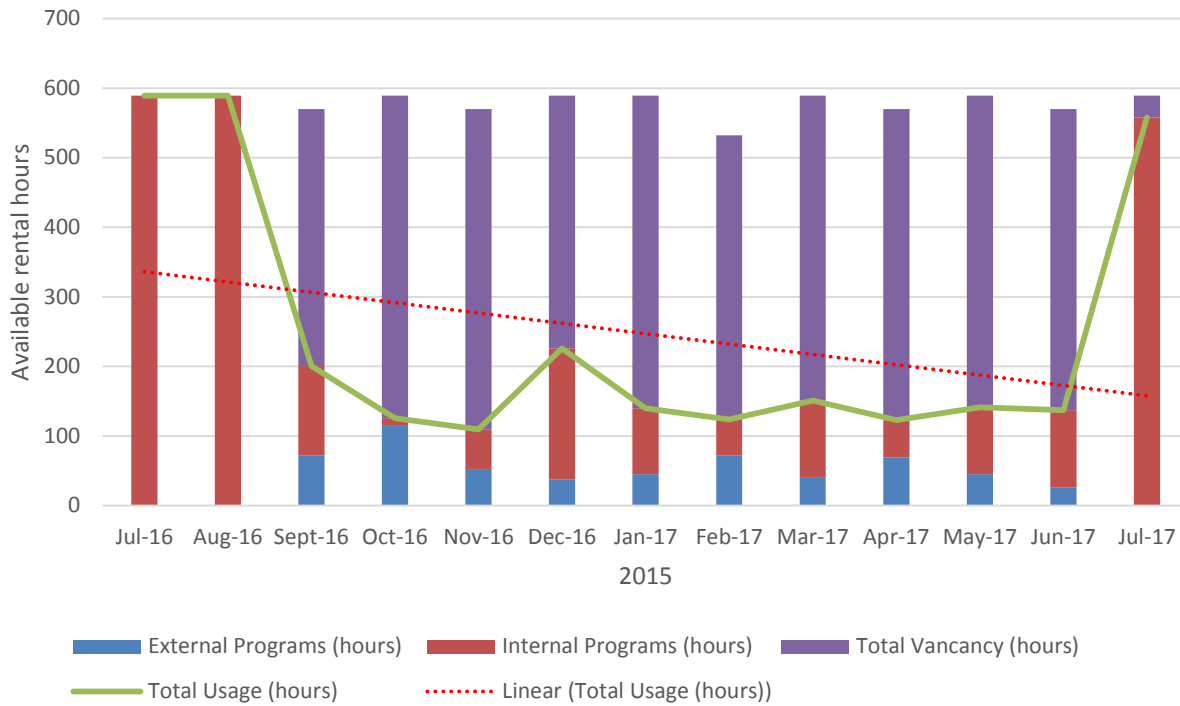
Fiendship Centre Total Usage (Multi Purpose Room, Main hall, Meeting Rooms A, B & C)



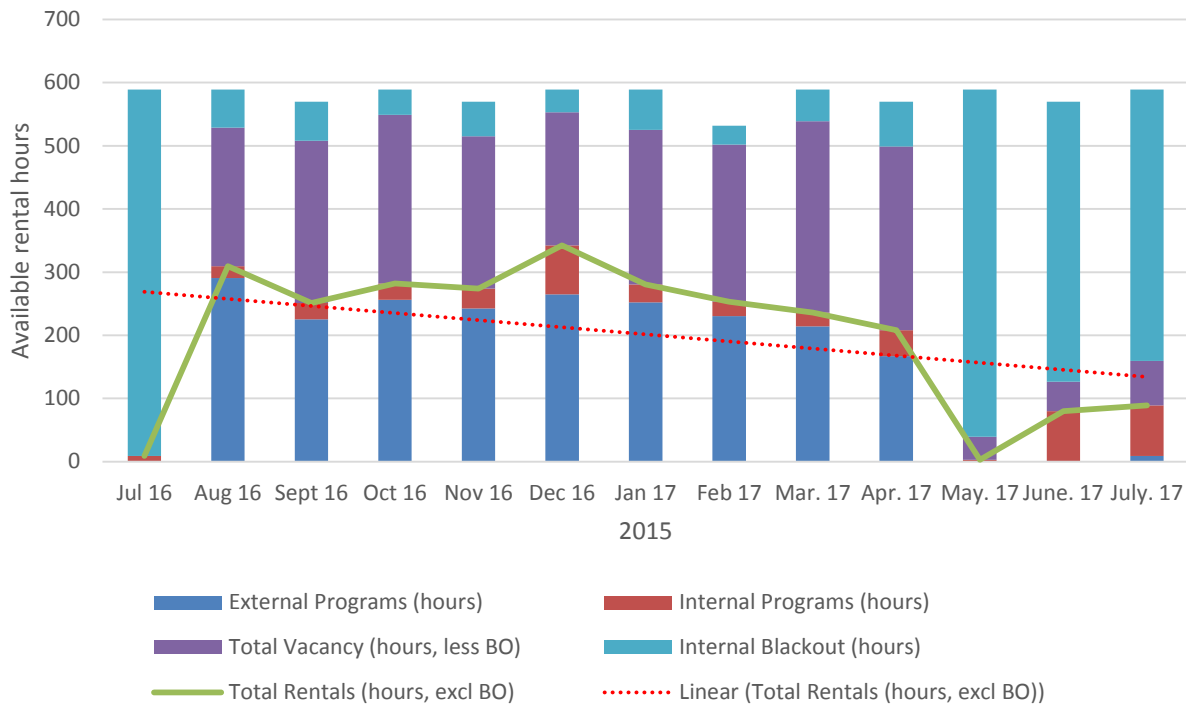
Meeting Room D Total Usage



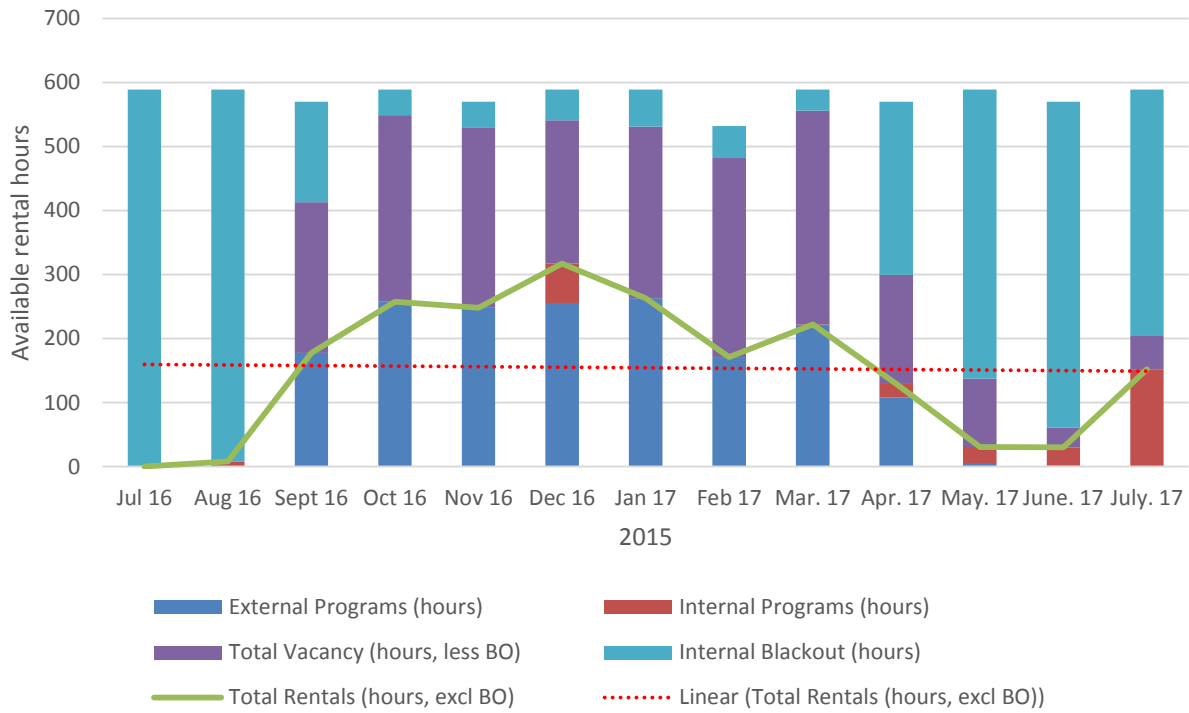
Endzone Room Total Usage



Blue Rink Total Usage



Rock Rink Total Usage



REVIEWED BY

Recommended by the Department

Stephanie Ische

Stephanie Ische
Director of Community Services

Recommended by the CAO

Brent Kittmer

Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Public Works
Date of Meeting:	22 August 2017
Subject:	PW 44-2017 August Monthly Report (Public Works)

RECOMMENDATION

THAT PW 44-2017 August Monthly Report (Public Works) be received as information.

DEPARTMENTAL HIGHLIGHTS

- **Water, Waste water Storm water (Environmental Services)**
 - Design / Engineering Services for Reservoir – Ongoing
 - Preliminary design ETA Sept. 2017
 - Backflow Prevention Program reminders – Ongoing
 - Second notifications being prepared for Aug
 - MOECC Drinking Water Inspection – On-Site portion completed
 - Easement investigations – Carling Street - Ongoing
 - Long range capital forecasting of the WWTP being completed
 - Industrial Waste Surcharge Program Review: Ongoing
 - Third Party peer review ongoing
 - Released Engineering services tender for CWWF projects
 - To be awarded by council Sept 12, 2017
 - Well 3 inspection and rehabilitation pending Aug/Sept 2017
- **Solid Waste Collection, Management & Landfill**
 - 1 Dust complaint – 0 Odor complaints
 - Investigating Dust control options
 - Finalize Landfill EA – Public Commend being ended
 - Develop Landfill ECA Application for additional interim capacity
 - Hauled cover to landfill from MOC waste fill pile
 - Complete compost pile turning
 - Applied Recycled Asphalt to Landfill Laneway
 - Dust control alternative
 - New sign installed Landfill entrance
 - Reused existing frame to reduce cost
 - Needed updated clear information on current site operation.
 - Curbside yard waste collection program ongoing
 - Initial positive program feedback
 - Preparing 2018-2021 tender for budget consideration.
 - Prepare wood grinding tender for landfill
 - To be used for winter cover

- **Cemetery**
 - 4 Interments, July 15th to Aug 11 (2-cremations, 2 traditional burials)
 - Tombstone & General repairs,
 - Organization of office records to be archived
 - Cemetery Hedge pruning – pending
 - Grave Top off pending return of JCB from refurb
 - Ongoing digitization of burial records on Keystone.
- **General Public Works Operations – Roads, Sidewalks**
 - Sod repairs completed
 - Second round of tall grass cutting - Completed
 - 2017 Sidewalk Inspection - Complete
 - Panel grinding complete
 - Panel replacements identified via orange paint.
 - Sign Reflectivity Testing
 - Contractor unavailable until Sept. 2017
 - Ongoing training / testing of Asphalt patch drag box
 - Road asphalt hot patching scheduled for Aug/Sept. 2017
 - Performed Audit of Traffic By-Law Schedules
 - Several amendments identified
 - Enrolled in web based Municipal 511 road closure system
 - Nominal Operating cost due to county and lower tier participation
 - Cost to be absorbed into existing budget
 - More efficient delivery of road closure notice for 3rd party agencies
 - Traffic Calming and Study initiative
 - Both radar signs operational with cloud reporting
 - Active on James St. S – Community Safety Zone
 - Provided excavation & sanitary flushing services for OCWA water system repairs
 - 2017 flushing program ongoing throughout Aug.
 - Westover water service repair
 - Reviewed Winter light program delivery
 - Addressing knowledge transfer from existing seasonal staff
 - Utilizing Public works operators to tighten timelines

Parks, Trails & Tree Management

- Ongoing garbage pickup in down town core, parks and trail
- Assist with various events delivery of picnic tables and garbage receptacles
- Fall stump grinding tender under development
- Fall tree planting program under development
- Turf Maintenance tender extension with St. Marys Landscaping
 - As per tender provision, allows for additional year at no additional costs
- Town hall gateway landscape feature
 - Planter Box cap installation completed
 - Piano placed and secured
- Development of Sparling Bush Management Public Information material ongoing
 - Scheduled Rotary club meeting outreach scheduled for Sept 2017
 - Existing sign to be removed, new signage in partnership with Rotary Club
- **Engineering, Asset Management & Capital Projects**
 - Comments submitted to EBR for proposed municipal asset management legislation
 - Wellington St. Engineering services tender award to Council in Sept

- Infill lot utility servicing request at various locations anticipated construction in late Aug/Sept
- Ardmore/Westover St – Westover Place construction - Ongoing
 - Curb & Asphalt installed
 - Road to reopen week of August 14 pending completion of ditching
 - Loop trail detour to remain in effect due to lack of sidewalks and pending truck traffic
- Warner St & Jones St. - Ongoing
 - Watermain and storm sewer complete on Jones Street.
 - Anticipated late completion date, mid-Sept
- Emily Street Reconstruction - Ongoing
 - Project on schedule
 - Phase 3 between Glass Street and Thamesview Crescent started. Traffic Detour required on August 15 and again in late August
 - Projected completion date late Sept , 2017
- Wellington Street Bridge - Ongoing
 - Center pier concrete pour August 11.
- Toe Wall Repairs – UTRCA Funding Report – JW/JK
 - Design 2017, installation 2018
 - Successful in funding request
 - Upper Thames is the lead on the project
- Town Hall Landscape Gateway Feature - Complete
- Asphalt Mill and Pave tender – Ongoing
 - Tender closed. Council Report for award Aug 22
- T30 Replacement Truck - completed
 - Training ongoing
- J10 Cemetery JCB Backhoe refurbishment - Ongoing
 - Delivery moved to late August

OUTSTANDING ISSUES AND PROJECT LIST

- **General Public Works Operations – Roads, Sidewalks**
 - Offline GPS logging systems,
 - Research into affordable alternatives to existing paper based logging
 - 2017 Sidewalk inspection
 - Pending - August start

SPENDING AND VARIANCE ANALYSIS

- Waste Water Collection
 - Experienced electrical surge on Robinson St. sanitary lift station
 - Partial failure of Control system
 - Pump replacements required, rental pump in use.
 - Spare hot spare pump be acquired
 - OCWA & Public Work operators able to move waste material via Vactor Truck


REVIEWED BY

Recommended by the Department



 Jed Kelly
 Director of Public Works

Recommended by the CAO



 Brent Kittmer
 CAO / Clerk

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	22 August 2017
Subject:	PW 40-2017 Industrial Waste Surcharge Agreement Request from Delmar Foods

PURPOSE

This report presents information to Council regarding a request for an Industrial Waste Surcharge Agreement (IWSA) for elevated sanitary discharge concentrations to the municipal wastewater collection system from Delmar Foods.

RECOMMENDATION

THAT PW 40-2017 Industrial Waste Surcharge Agreement Request for Delmar Foods be received; and,

THAT Council direct staff to develop an Industrial Waste Surcharge Agreement for Delmar Foods with consideration for a phased in provision in keeping with historical municipal precedent to be returned to Council for final approval.

BACKGROUND

The Town has historically administered an Industrial Waste Surcharge Program whereby industry may request to discharge elevated sanitary effluent to the collection system above standard by-law limits, but within approved surcharge limits. This program is permitted under municipal By-Law 46-2014 Section 15.1.1.

The program is based on utilizing excess available capacity of the bioreactors at the wastewater treatment plant, as well as flow to determine the total available contributions which can be adequately managed by the Town for processing from industrial locations.

Although the elevated strength of material results in increased operating costs, industry participants are invoiced surcharge fees based on their discharge results to determine their contribution in treating the over strength material.

REPORT

25 South Service Road has historically operated as a major food processing facility within the Town since its original construction. The former occupants of the facility participated in the Towns surcharge program. Delmar Foods, a new occupant to the building, has requested the Town give consideration to permitting a surcharge agreement for their sanitary discharges.

Following this request, Town Staff reviewed current capacity commitments under existing surcharge Agreements and overall loadings to the WWTP. Based on a review of this information, as well as a supplemental peer review, there is sufficient capacity to accommodate the request.

Phased In Component:

Delmar Foods has requested that the Town consider a phased in component of the surcharge program, if approved, to allow for production to become established, as well as to allow the company

time to further understand their discharge strengths and pre-treatment capabilities. The Town has historically permitted surcharge agreements to be phased in to allow industrial processes to mature and become established. In addition, the property currently is equipped with pre-treatment capabilities which would work to safeguard the Town from excessive discharges to the collection system.

Based on this, as well as the historical precedent for phased in agreements, staff recommend that a phased in Agreement be permitted. Based on historical Agreements, the following phased in schedule would be proposed:

- Phase I [1 month duration] – a discount of 100% of the Rn value would be applied
- Phase II [3 month duration] – a discount of 75% of the Rn value would be applied
- Phase III [3 month duration] – a discount of 50% of the Rn value would be applied
- Phase IV [3 month duration] – a discount of 25% of the Rn value would be applied
- Phase V – Full surcharge rates shall apply

Should a phased in schedule be permitted, staff would work with representatives from Delmar Foods to ensure that phased in conditions, including discounts and discharge limits are mutually agreeable to both parties.

SUMMARY

Based on the information detailed herein, staff recommends that Council direct staff to develop an Industrial Waste Surcharge Agreement for Delmar Foods for extra strength sanitary discharges which includes a provision for the Agreement to be phased in to allow for production and processes to mature.

FINANCIAL IMPLICATIONS

The IWSA program is administered to recover increased operating costs associated with elevated sanitary discharges. Under the proposed Agreement, the Town projects to recover up to \$3,500 per month to offset any increased operating costs created as a result of the discharges.

Actual costs recovered under the Agreement shall depend on quality of discharges and volume received by the Town for processing at the municipal wastewater treatment plant.

OTHERS CONSULTED

Jed Kelly – Director of Public Works, Town of St. Marys,
Steve Burns, P. Eng – B.M. Ross and Associates Limited

ATTACHMENTS

None

REVIEWED BY

Recommended by the Department

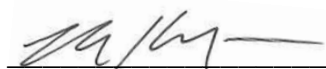


Dave Blake, C.E.T.
Environmental Services Supervisor



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	22 August 2017
Subject:	PW 41-2017 Clean Water and Wastewater Funding Agreement

PURPOSE

This Report presents a funding agreement for authorization. The Town has received \$455,250 in funding under the Clean Water and Wastewater Fund (CWWF) infrastructure funding program for wastewater facility upgrades. The Federal and Provincial governments require the Town to pass a by-law accepting the funding and execute the Agreement.

RECOMMENDATION

THAT PW 41-2017 Clean Water and Wastewater Funding Agreement be received; and,

THAT By-Law 66-2017, being a by-law to authorize a funding agreement with the Province of Ontario for the Clean Water and Wastewater Fund funding program, be approved; and,

THAT the Mayor and the Clerk be authorized to sign the CWWF funding Agreement.

BACKGROUND

The 2016 Federal Budget announced the establishment of the Clean Water and Wastewater Fund that proposed to invest up to \$570 million in federal funding and up to \$270 million in provincial funding in the Province of Ontario for immediate improvements to water infrastructure.

The Town was notified on September 14, 2016 that it was eligible to receive a maximum federal allocation of \$304,779 and a maximum provincial allocation of \$152,390. The Town's application package was submitted on October 28, 2016 consisting of three (3) wastewater projects. The projects submitted for approval under the CWWF consisted of:

1. STM-001, Replacement of the existing standby power unit at the Wastewater Treatment Plant to meet facility requirements;
2. STM-002, Design / Engineering of future capital works at the Wastewater Treatment Plant; and,
3. STM-003, Replace the existing standby power unit at the Queen Street East Sanitary Pumping Station.

On July 26, 2017, the Town received notice that the funding application was successful and that the Federal Government has approved up to \$303,500 and the Provincial Government up to \$151,750 towards the three projects.

REPORT

The CWWF is being administered by the Province of Ontario via Infrastructure Ontario. The Town is required to pass a by-law accepting the funding and execute the Agreement. This report presents the Transfer Payment Agreement (TPA) that the Provincial Government requires the Town to sign so the

funds can be provided. The form of agreement is attached to this report and is a standard TPA. The TPA requires regular reporting from the Town as well as acknowledgement of the Federal and Provincial Governments generous contributions, where required.

Council has provided budget approval for these projects as part of the 2017 capital budget. Town staff will retain engineering services for STM-002 as well as to develop and finalize tender documents related to STM-001 and STM-003. All three projects are targeted for completion on or before March 30, 2018.

Due to the timing of the announcement of successful projects, up to 40% of eligible funds can be requested to be incurred in 2018-2019 (after March 30, 2018). The Town has requested this extension as a safeguard to ensure projects, and project funds can be utilized appropriately. A decision as to the extension has not been made as of this report.

SUMMARY

Staff is recommending that Council accept the funding agreement and provide authorization to the Mayor and the Clerk to sign the necessary contribution agreement.

FINANCIAL IMPLICATIONS

The 2017 capital budget includes \$607,000 for wastewater facility upgrades. The funding received under the CWWF program is 75% of the eligible costs with 50% provided by the Federal government of Canada and 25% from the Province of Ontario.

The net impact to the Town to complete these three (3) projects is estimated at \$151,750 as funded through the approved 2017 capital budget.

OTHERS CONSULTED

Jed Kelly – Director of Public Works
Brent Kittmer – CAO / Clerk

ATTACHMENTS

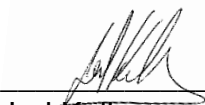
Attachment No. 1 – Clean Water and Wastewater Fund Transfer Payment Agreement

REVIEWED BY

Recommended by the Department



Dave Blake, C.E.T.
Environmental Services Supervisor



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date as defined in section A.1.2 (Definitions)).

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

(the “**Province**”)

- and -

The Corporation of the Town of St. Marys
(the “**Recipient**” or “**Ultimate Recipient**”)

BACKGROUND

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
 - Sub-schedule "C.1" - Project Description, Budget and Timelines
 - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Request for Payment Form
 - Sub-schedule "J.2" - Form of Certificate from Recipient
 - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
 - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

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

2.0 COUNTERPARTS

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

3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Infrastructure

Date

Name:

Title:

The Corporation of the Town of St. Marys

Date

Name:

Title:

e.g., Mayor or Regional Chair, or delegate]

I have authority to bind the Recipient.

Date

Name:

Title:

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
 - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“**Aboriginal Community**” as the meaning ascribed to it in section I.1.1 (Definitions).

“**Aboriginal Consultation Record**” as the meaning ascribed to it in section I.1.1 (Definitions).

“**Agreement**” means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

“**Asset**” means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

“**Authorities**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the

Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

“Budget” means the budget described in Schedule “C” (Program Funding Request).

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

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“CWWF” means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

“Declaration of Sub-project Completion” means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Events of Default).

“Expiry Date” means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

“Final Progress Report” means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

“Outcomes Progress Reports” means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

“Progress Report” means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Schedule “C” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule provided in Schedule “C” (Program Funding Request).

“Total Financial Assistance” means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the

Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 75% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
 - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

A.4.4 Province's and Canada's Roles Limited to Providing Funds. The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

A.4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A.4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

A.4.7 Maximum Funds. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding, towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.8 Disclosure of Other Financial Assistance and Adjustments. The Recipient will inform the Province promptly of all financial assistance received for the Project.

A.4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A.4.10 Recipient's Acknowledgement of Responsibility for Project. The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy

the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.12 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.13 Project Incrementality. The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 Retention of Contribution. The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money including:
 - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
 - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
 - (i) its policies and procedures; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule “H” (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 Inspection. The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A.7.4 Disclosure. To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

- A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.3 **Access to Information Act.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 **Information Sharing with Canada.** The Recipient acknowledges that the Province may:

- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) share any information it receives from the Recipient pursuant to the agreement with Canada.

A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

A.10.0 INDEMNITY

A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

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

A.10.3 **Province's Election.** The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

- A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

- A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A.13.2 **Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

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

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did

not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

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

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

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.16.0 FUNDS UPON EXPIRY

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

A.17.0 REPAYMENT

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email,

postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

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

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

A.18.3 Postal Disruption. Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A.20.0 SEVERABILITY OF PROVISIONS

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

A.21.0 WAIVER

A.21.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

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

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

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

A.25.0 FURTHER ASSURANCES

- A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

- A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

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

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.29.0 SURVIVAL

A.29.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d),(e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 Responsibility of Federal/Responsible Authority. Without limitation to the Recipient’s obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

A.31.0 ABORIGINAL CONSULTATION

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 DISPUTE RESOLUTION

- A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.
- A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.
- A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.33.0 SPECIAL CONDITIONS

- A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers for the Agreement;
 - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
 - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
 - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
 - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
 - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
 - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	\$ 455, 250.00
Expiry Date	March 31, 2021
Contact information for the purposes of Notice to the Province	<p>Clean Water and Wastewater Fund</p> <p>Address: Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2</p> <p>Phone: 647-287-7897</p> <p>Fax: 416-325-7871</p> <p>Email: Luke.Hillan@ontario.ca Cc : CWWF@infrastructureontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>

Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Manager, Inter-governmental Policy Branch
Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position:
Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement	Name: Position: Address: Phone: Fax: Email:

**SCHEDULE “C”
PROGRAM FUNDING REQUEST**

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule “C.2” (Sub-project Cost Breakdown).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, BUDGET AND TIMELINES

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Total Eligible Cos	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
STM-001	St. Marys, Town of	Replace existing Standby-Power Unit at Wastewater Treatment Plant to meet Facility Requirements	Current standby power at the Wastewater Treatment Plant does not power the entire facility, and processes and controls are lost during power failures. The replacement and upgrade of the existing unit with an anticipated 520 KW Diesel Generator will allow the Town to maintain minimum treatment processes for a facility with an average rated capacity of 5,560 cubic metres per day and a peak rated capacity of 14,200 cubic metres per day serving a population of approximately 6,800.	February 1, 2017	March 30, 2018	\$ 307,000.00	\$ 153,500.00	\$ -	\$ 76,750.00	\$ 76,750.00	\$ -
STM-002	St. Marys, Town of	Design / Engineering of Future Capital Works at Wastewater Treatment Plant	In 2014 a Class Environmental Assessment (EA) on the Wastewater Treatment Plant was undertaken to identify a preferred alternative to address projected growth. It was identified that an increase in plant capacity, above the existing average day flow of 5,560 cubic metres per day was not warranted and that foreseeable needs of the Town could be addressed through optimizing the existing plant. Designing a new or modified grit removal system, associated odour control and a new or renovated administration, control and laboratory building would allow the Town to effectively plan for plant optimization identified in the EA.	February 1, 2017	March 30, 2018	\$ 230,000.00	\$ 115,000.00	\$ -	\$ 57,500.00	\$ 57,500.00	\$ -
STM-003	St. Marys, Town of	Replace existing Standby-Power unit at Queen Street East Sanitary Pumping Station	The current standby generator is a 25 KVA unit which provides standby emergency power for a sanitary lift station on Queen Street East. The sanitary station is located adjacent to Birches Creek and services a large area of industrial, commercial and residential properties. The existing unit is nearing end of life and replacement parts are difficult to find. A more efficient replacement unit would see the station continue to be operational during power failures, minimizing the risk of overflows to the adjacent watercourse while continuing to see a safe, economical and environmentally responsible operation.	February 1, 2017	March 30, 2018	\$ 70,000.00	\$ 35,000.00	\$ -	\$ 17,500.00	\$ 17,500.00	\$ -

SUB-SCHEDULE "C.2"
SUB-PROJECT COST BREAKDOWN

Name of Recipient:		St. Marys, Town of			
Unique Project ID:		STM-001			
Project Title:		Replace existing Standby-Power Unit at Wastewater Treatment Plant to meet Facility Requirements			
Project Timeline:		Start Date:	2/1/2017		
		Completion Date:	3/30/2018		
	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
A	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs¹	-		-	
I	PROJECT TOTAL (F+G+H)	-		-	

SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL
Final

Name of Recipient:		St. Marys, Town of			
Unique Project ID:		STM-002			
Project Title:		Design / Engineering of Future Capital Works at Wastewater Treatment Plant			
Project Timeline:		Start Date:	2/1/2017		
		Completion Date:	3/30/2018		
	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
A	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs¹	-		-	
I	PROJECT TOTAL (F+G+H)	-	-	-	

SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL
Final

Name of Recipient:	St. Marys, Town of
Unique Project ID:	STM-003
Project Title:	Replace existing Standby-Power unit at Queen Street East Sanitary Pumping Station
Project Timeline:	Start Date: 2/1/2017
	Completion Date: 3/30/2018

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
A	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs¹	-		-	
I	PROJECT TOTAL (F+G+H)	-	-	-	

SCHEDULE “D” REPORTING

D.1.0 REPORTING

- D.1.1 **Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information	Risk Assessment
----------------------	-----------------

Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

D.2.2 Additional Information for Progress Reports and Final Progress Reports. In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 Format and Information for Outcomes Progress Reports. The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

(a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 Inclusion of Aboriginal Consultation Record. The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.5.0 RISK ASSESSMENT

- D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)

- D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.
- D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule “B” (Project Specific Information).

SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
 - a. Environmental assessment costs
 - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
 - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
 - c. Project management costs
 - d. Material costs
 - e. Construction costs
 - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;
and
- ix. Costs of completing the CWWF submission.

E.3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget and are beyond the scope of section E.2.3(v);
- (e) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

E.3.3 Costs Over and Above Project Scope. Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) design enhancements over and above those that are described for the Project.

SCHEDULE “F” EVALUATION

F.1.0 PROJECT EVALUATION

- F.1.1 **Recipient’s Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 **Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS**

H.1.0 DEFINITIONS

H.1.1. **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Repayment.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the

repayment provided for in section H.2.1 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

J.3.2 Submission of Documents and Reports. The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund
Infrastructure Ontario
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1L5
Fax: 416-392-1906
Email: CWWF@infrastructureontario.ca

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment prior to March 31st, 2019.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after September 31st, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM

CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1- 416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT
CLEAN WATER AND WASTEWATER (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

Recipient Financial Delegated Authority

FROM:

Address:

Attention:

Email:

Tel. No.

Fax. No.

Signature

Date

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert address of the Recipient's authorized representative]

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
 - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
 - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Sub-project Completion Date**");
 - ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - iii. was supervised and inspected by qualified staff;
 - iv. conforms with the plans, specifications and other documentation for the work;
 - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
- 2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of substantially completed work on the Sub-project is _____
[insert the amount in Canadian dollars].

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title].**

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

I have authority to bind the Recipient

**SUB-SCHEDULE “J.4”
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM: [insert the address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Email: [insert the email address of the professional engineer]

Telephone No.: [insert the telephone number of the professional
engineer]

Facsimile: [insert the facsimile number of professional engineer]

RE: Clean Water and Wastewater Fund (Ontario) Transfer Payment
Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL
Final

have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
 - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work;
 - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
 - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
 - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
 - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at _____ (municipality/LSB/First Nations), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

The Corporation of the Town of St. Marys and Ontario CWWF TPA

Page 64 of 65

**SCHEDULE “K”
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)
ATTESTATION FORM**

[insert the name of the authorized senior official of the Recipient]

[insert the name of the Recipient]

[insert the address of the Recipient]

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
 - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
 - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario’s 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: _____ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____.

Dated, this **[insert date]**.

Signature

[insert name]

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	22 August 2017
Subject:	PW 42-2017 Municipal Drinking Water Fountains

PURPOSE

This report presents information to Council regarding the public drinking water fountains located on trails and walkways within the Town. This report also provides information related to proposed modifications related to fountains to incorporate pet friendly station(s).

RECOMMENDATION

THAT Report PW 42-2017 Municipal Drinking Water Fountains be received; and,

THAT Council approve the proposed modifications to the drinking water fountain on the Grand Trunk Trail to incorporate a “pet-friendly” station; and,

THAT Council direct staff to facilitate the necessary repairs to the drinking water fountain on the Riverview Walkway, to be completed for the 2018 fountain season; and,

THAT Council direct staff to permanently remove historical drinking water fountains which have been removed from service.

BACKGROUND

The Town of St. Marys historically had a robust network of drinking water fountains distributed around the Town. In the early 2000’s, significant changes occurred related to safe, clean drinking water which caused the Town to look at the drinking water fountain network. Through a review by staff, and in consultation with the Perth District Health Unit, the following motion was passed:

Motion No. 137-2004

Be it hereby resolved, that the Town Council for the Separated Town of St. Marys require all fountains with satisfactory drains be fixed to flow at a reduced rate continuously during the mild season, and that all others be left out of service.

As a result, a network that once consisted of upwards of eight (8) drinking water fountains was reduced based on fountain conditions, and drainage capabilities. Over the years, many fountains have been vandalized, damaged or deteriorated. Today, the Town operates three (3) continual runs fountains with a fourth, located on the Riverview Walkway having been out of service circa 2012.

Please refer to Attachment No. 1 and No. 2 for fountain locations, status and information.

REPORT

Today, the Town of St. Marys operates three (3) continual run drinking water fountains, located at the intersection of Queen Street East and Wellington Street (Weir Fountain), along the Grand Trunk Trail at the Emily Street overpass and at Teddy’s field.

Riverview Walkway Fountain

A fourth continual run fountain, located on the Riverview walkway was removed from service circa 2012 after frequent and repeated vandalism.

Given that the Riverview Walkway does not currently have a functional fountain, staff propose to facilitate the necessary repairs to return this fountain to service for 2018. Due to vandalism and deterioration, moderate repairs and or replacements are required for this site. New water and drain lines, as well as fountain controls and structural plates will be required prior to returning it to service. In addition, this site is also a candidate for a pet friendly station.

Weir Fountain

The historic Weir Fountain is also in need of some minor repairs. The access plate needs to be properly secured to prevent further damage. In addition, the bubbler head was replaced at an unknown time. Staff have been approached regarding a new bubbler head for this fountain to replicate the original spout that was on the fountain years ago. This potential replacement will be investigated further.

Proposed Modification to the Grand Trunk Trail Fountain

Staff have been approached regarding a proposed modification to the Grand Trunk Trail fountain to facilitate a pet-friendly station. Refer to Attachment No. 3 for concept rendering. The pet friendly station, if approved would be donated to the Town as a memorial. Such a modification would be a first for the Town and would utilize existing infrastructure to accommodate the modification.

Removal of Inactive Fountains

There remains remnants of the historical fountains throughout the Town which have been neglected, damaged, etc. These locations promote vandalism and littering. Due to their inactive state and lack of available drainage, Staff recommend permanently removing the structures and restoring the surroundings. The structures would be removed utilizing Town forces from the PW Dept. as well as Ontario Clean Water Agency (OCWA).

SUMMARY

Based on information presented herein, Staff recommends that the current fountain network be maintained with the inclusion of the Riverview Walkway fountain to be returned to service for 2018. In addition, Staff Recommends that the proposed modifications to the Grand Trunk Trail fountain be approved to permit a pet-friendly station. Staff also recommends that all remaining decommissioned fountains be permanently removed to prevent further damage, deterioration and waste accumulation.

FINANCIAL IMPLICATIONS

The pet friendly modifications to the Grand Trunk Trail fountain has been requested by third party patrons as a memorial. As a result, the proposed modifications would be funded by a donation, and no cost would be incurred by the Town.

To repair the Riverview walkway, and return it to service, has been estimated at \$1,100.00. The repairs and modification would be funded through annual Operations and Maintenance account No. 01-4330-6990.

The permanent removal of all remaining decommissioned fountains would be completed by the Public Works Department via approved annual operational budgets.

OTHERS CONSULTED

Strategic Plan: this initiative is supported by the following priorities, outcomes, and tactics in the Plan:

- Pillar #4 Culture and Recreation: Strategic Priority for “A Focused Parks Strategy”

- *Outcome:* St. Marys' parks are not only a prized asset, they are also a natural gathering place that can be optimized and incorporated into enhancing the cultural profile of St. Marys.
- *Tactic(s):* Perform an initial assessment of necessary improvements (beautification, accessibility, etc.).

Jed Kelly, Director of Public Works – Town of St. Marys

ATTACHMENTS

Attachment No. 1 – Drinking Water Fountain Map

Attachment No. 2 – Drinking Water Fountain Images / Descriptions

Attachment No. 3 – Proposed Drinking Fountain Modifications

REVIEWED BY

Recommended by the Department

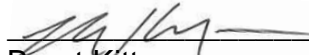


Dave Blake, C.E.T.
Environmental Services Supervisor



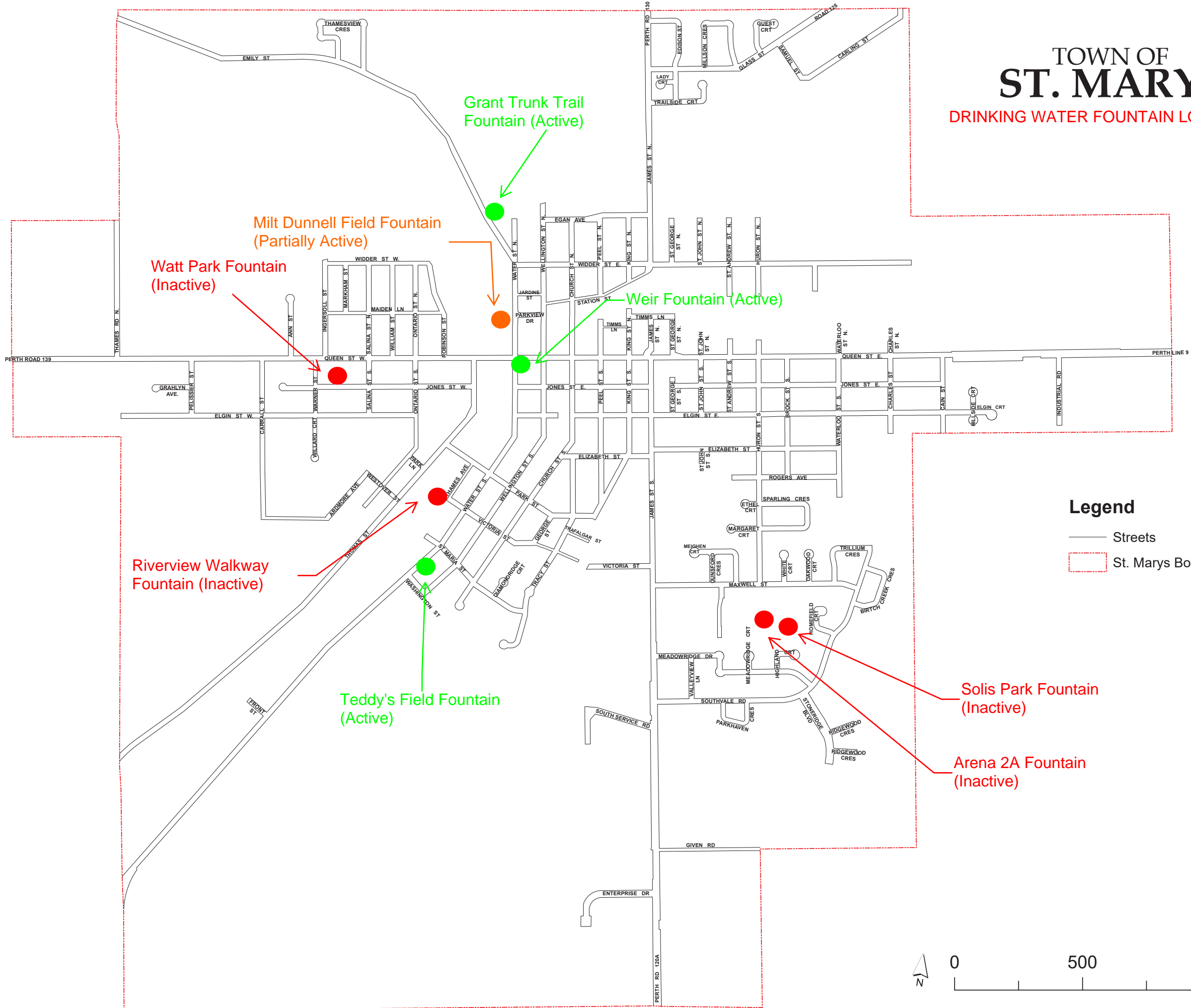
Jed Kelly
Director of Public Works

Recommended by the CAO



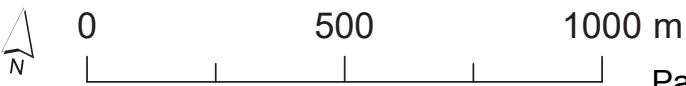
Brent Kittmer
CAO / Clerk

TOWN OF
ST. MARYS
DRINKING WATER FOUNTAIN LOCATIONS



Legend

- Streets
- ▭ St. Marys Boundary



ATTACHMENT NO. 1

PW 42-2017

DRINKING WATER FOUNTAINS WITHIN ST. MARYS



Name:
Weir Fountain

Location:
Intersection of Queen Street East and Wellington Street, St. Marys, ON

Status:
Active – Continual flow

Condition:
Fair

Notes:
New water supply line installed in 2015 along with meter pit for consumption reading. Access plate damaged and requires new fasteners to be installed to provide security. Fountain bubbler replaced at unknown time. Option exists to replace bubbler with historical replica.



Name:
Teddy's Field Fountain

Location:
310 Water Street South, St. Marys, ON

Status:
Active – Continual flow

Condition:
Fair

Notes:
Provides source of drinking water to baseball field during summer. Equipped with adequate drainage for continual run.



Name:
Grand Trunk Trail Fountain

Location:
East side of Emily Street Overpass

Status:
Active – Continual flow

Condition:
Good

Notes:
Only fountain located along the Grand Trunk Trail. Often sustains minor vandalism. Equipped with adequate drainage. Request to incorporate a dedicated pet fountain.

ATTACHMENT NO. 1

PW 42-2017



Name:
Riverview Walkway Fountain

Location:
Victoria Street at the Thames River

Status:
Not Operational

Condition:
Poor

Notes:
Repeated vandalism resulted in the fountain being removed from service circa 2012. Only fountain located along the Riverview Walkway. Fountain has sufficient drainage to facilitate continual run operation.



Name:
Milt Dunnell Field

Location:
Water Street North and Parkview Drive, St. Marys, ON

Status:
Semi-Active (Hose Bib Only)

Condition:
Fair

Notes:
Repeated vandalism resulted in the fountain being removed from service. Hose bib acts as water service feed for annual midway event at location. Tap replaced in 2017 to accommodate a hose bib vacuum breaker for backflow protection.



Name:
Solis Park Fountain

Location:
Solis Park – 317 James Street South, St. Marys, ON

Status:
Not Active

Condition:
Poor

Notes:
Lacks adequate drainage to facilitate a continual run fountain. Has been out of service for years. Many of the fountain structure or components have been removed over the years. Accumulation of waste in fountain structure problematic.

ATTACHMENT NO. 1

PW 42-2017



Name:

2A Fountain

Location:

Baseball Field – 317 James Street South, St. Marys, ON

Status:

Not Active

Condition:

Poor

Notes:

Lacks adequate drainage to facilitate a continual run fountain. Has been out of service for years. Many of the fountain structure or components have been removed over the years. Accumulation of waste in fountain structure problematic.

No Image

Name:

Watt Park Fountain

Location:

Jones Street West, St. Marys, ON

Status:

Not Active

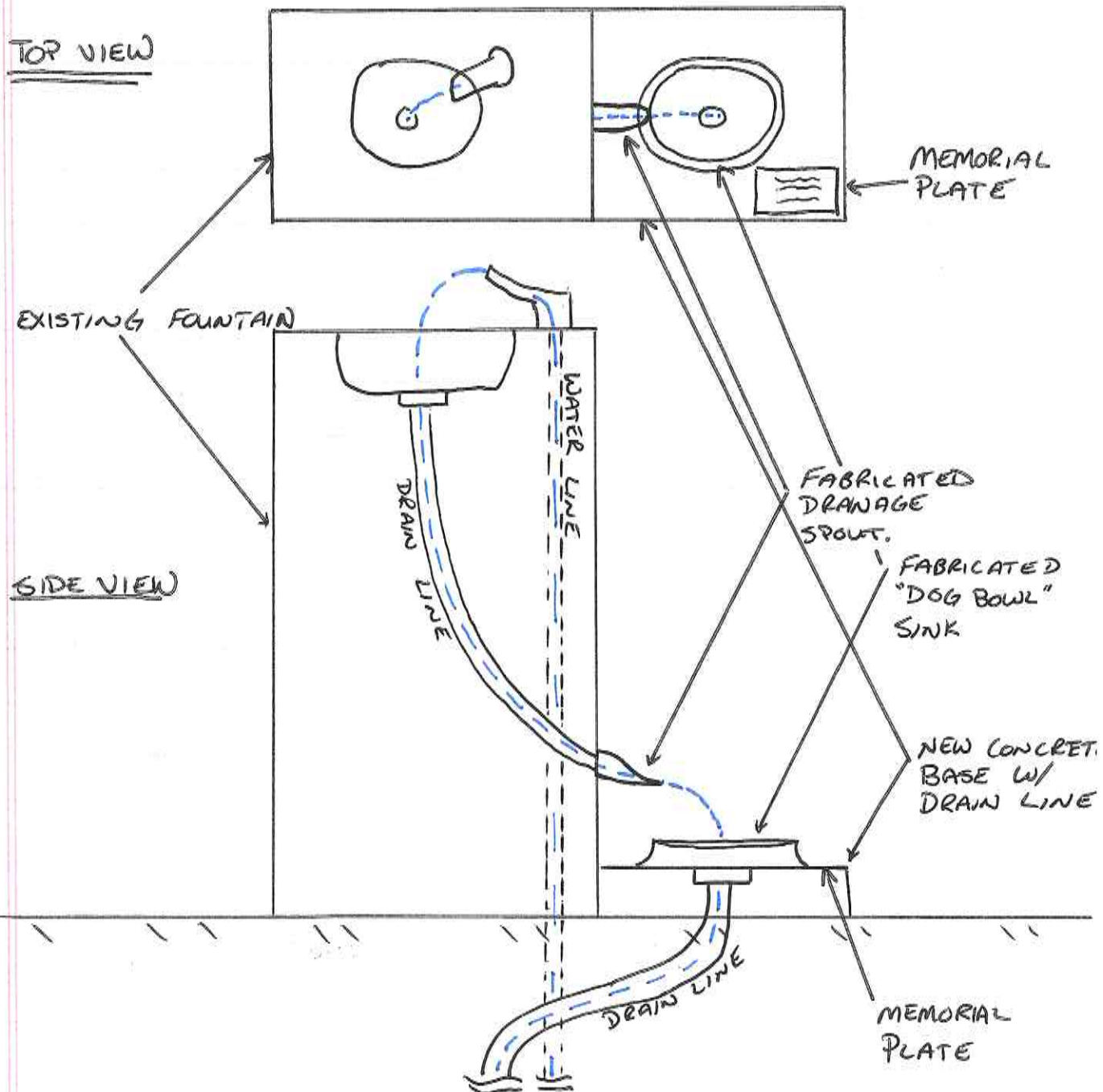
Condition:

Poor

Notes:

Historical fountain. Has not been in operation for years due to drainage issues.

Proposed Drinking Fountain Modification Grand Trunk Trail.



NOTES:

1. NEW CONCRETE BASE INSTALLED FOR "PET STATION"
2. "DOG BOWL" SINK FABRICATED TO CATCH WATER/DRAIN

PROCUREMENT AWARD

To:	Mayor Stratthdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	22 August 2017
Subject:	PW 43-2017 Tender Award for RFQ-PW-03-2017

PROJECT DETAILS

The Town of St. Marys Public Works Department is intending to equip the James Street Booster Pumping Station (Drinking Water Facility) with standby power capabilities to ensure that the system remains operational in the event of a power failure. This project has been requested, and shall be fully funded by INOAC Interior Systems.

RECOMMENDATION

THAT PW 43-2017 Tender Award for RFQ-PW-03-2017 be received; and,

THAT the procurement for a Standby Power Generator for the James Street Booster Pumping Station be awarded to Forman Electric Ltd. for the procured price of \$120,271.55, inclusive of all taxes and contingencies pending an executed Agreement with INOAC Interior Systems; and,

THAT Council approve the project to proceed which is to be fully funded by INOAC Interior Systems; and,

THAT By-Law 69-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved.

PROCUREMENT SUMMARY

A procurement document was administered for the above noted project. The following is a summary of the procurement results, as well as a recommendation for a successful proponent:

Procurement Information	Details and Results
Tender Closing Date:	Tuesday, July 18, 2017
Number of Bids Received:	Four (4)
Successful Proponent:	Forman Electric Ltd.
Approved Project Budget:	Not Applicable
Cost Result – Successful Bid (Inclusive of HST):	\$120,271.55
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$108,308.27
Project Over-budget	Not Applicable

The procurement document submitted by Forman Electric Ltd. was found to be complete, contractually acceptable, and ultimately provided the best value for the municipality. As such, staff recommends award of the project to Forman Electric Ltd. pending an executed Agreement with INOAC Interior Systems.

FINANCIAL IMPLICATIONS

The funding for this project, including supply, delivery and installation of the standby power generator shall be provided by INOAC Interior Systems.

The funding for a Short Circuit, Coordination and Arc Flash Study, which was included as a provisional price in the tender shall be funded by the Town. \$2,260.00 (inclusive of HST) shall be funded via operational budget 01-4300-6990.

OTHERS CONSULTED

Jed Kelly, Director of Public Works – Town of St. Marys

Brent Kittmer, CAO / Clerk – Town of St. Marys


Jeff Brown, INOAC Interior Systems

ATTACHMENTS

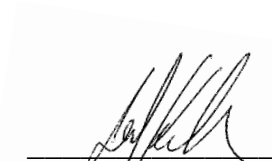
1. Bid Summary

REVIEWED BY

Recommended by the Department

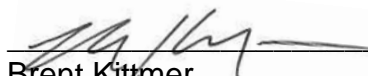


Dave Blake, C.E.T.
Environmental Services Supervisor



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk



REQUEST FOR QUOTATION

RFQ-PW-03-2017

DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF ONE GENERATOR FOR THE JAMES STREET SOUTH BOOSTER PUMPING STATION

Tuesday July 18, 2017 @ 2:30PM

UNOFFICIAL RESULTS

Bidder Name	Total Quotation (including HST)
Wagler Electric	\$ 178,969.43
Forman Electric Ltd	\$ 120,271.55
Supply Point	\$ 186,167.50
CDI Contracting Inc.	\$ 161,364.00

PROCUREMENT AWARD

To:	Mayor Strathdee and Members of Council
Prepared by:	Jeff Wolfe, Asset Management and Engineer Specialist
Date of Meeting:	22 August 2017
Subject:	PW 45-2017 Tender Award Asphalt Resurfacing

PROJECT DETAILS

Asphalt resurfacing program on Queen Street East from Charles St. to Cain St. and Water Street South near the Town limit as well as topcoat asphalt application on St. Maria Street, Washington Street and Wellington Street South.

RECOMMENDATION

THAT PW 45-2017 regarding the asphalt resurfacing tender award be received; and,
THAT the procurement for RFT-PW-07-2017 be awarded to COCO Paving Inc. for the procured price of \$109,752.22 inclusive of all taxes and provisional items; and,
THAT By-Law 70-2017 authorizing the Mayor and the Clerk to sign the associated agreement be approved; and,
THAT Council authorize staff to extend resurfacing area to the approved budget of \$210,000.00.

PROCUREMENT SUMMARY

A procurement document was administered for the above noted project. The following is a summary of the results, as well as a recommendation for the successful proponent:

Procurement Information	Details and Results
Approved Project Budget	\$210,000
Tender Closing Date	Thursday, August 10, 2017
Number of Bids Received:	Five (5)
Cost Result – Low Bid (Inclusive of HST):	\$109,752.22
Cost Result – Low Bid (Incl. Net of HST rebate):	\$ 98,835.26
Successful Proponent:	COCO Paving Inc.

The bid document submitted by COCO Paving Inc. was found to be complete, contractually acceptable, included quality references and ultimately provided the best value for the municipality. As such, staff recommends award of the project to COCO Paving Inc.

FINANCIAL IMPLICATIONS

The funding sources for the project are as follows:

Roads Reserve	\$98,835.26
Total	\$98,835.26

Cost Breakdown:

Total 2017 Project Cost – Net HST rebate	\$98,835.26
Total 2017 Budget Allocation	\$210,000.00
Total Projected Under Budget – Net HST rebate	\$111,164.74

Staff included conservative project limits in anticipation of higher unit rates. Unit rates from the low bid are very competitive and the Town could take advantage of the competitive unit rates by extending the working area to resurface additional roadway that is in need. Staff request authorization from Council to extend the work area to the approved budget.

OTHERS CONSULTED

Reference checks from City of Stratford, Region of Waterloo

Strategic Plan: this initiative is supported by the following priorities, outcomes, and tactics in the Plan:

- Pillar #1 Infrastructure: Strategic Priority for “Developing a comprehensive and progressive infrastructure plan”
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.

ATTACHMENTS

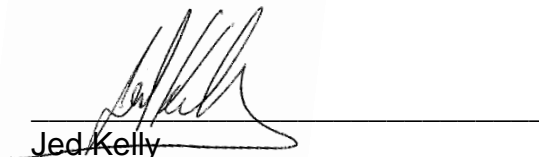
Tender Summary

REVIEWED BY

Recommended by the Department



Jeff Wolfe
Asset Management / Engineering Specialist



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

TENDER OPENING SUMMARY & BID DEPOSIT RETENTION AND RELEASE FORM

Supplies & Services Branch

CONTRACT

NO: RFT-PW-13-2017
TITLE: Asphalt Resurfacing and Top Course Paving Various Roadways
CLOSING Thursday, August 10, 2017
DATE:
CLOSING 2:00 PM (local time)
TIME:

STAFF PRESENT: Jo-Anne Lounds
Supplies & Services
Recording Secretary
Clerk

NO	VENDOR	BID AMOUNT	CHEQUE # / BID BOND #	UNDERTAKING TO BOND	CHEQUE RELEASED TO: Name (Print)	Signature	Date Released / Cheque Pick up Date	Courier or Registered Mail
1	Armstrong Paving and Materials Group Ltd.	\$ 147,318.82	✓		✓			
2	Coco Paving Inc	\$ 109,752.22	✓		✓			
3	Cox Construction Limited	\$ 179,092.58	✓		✓			
4	D+A Road Services Inc							
5	Dufferin Construction Company, A division of CRH Canada Group Inc.	\$ 149,515.95	✓		✓			
6	Gedco Excavating Ltd							
7	Grand Valley Construction Association							
8	LABE							
9	Lavis Contracting Co. Limited	\$ 115,051.52	✓		✓			
10	Roto-Mill Inc							
11	The London & District Construction Association							
12	WCA							
13								
14								
15								
16								
17								
18								
19								
20								
21								



Minutes of a Regular Meeting of the St. Marys Public Library Board

Meeting Location: Council Chambers, St. Marys Town Hall

Meeting Date: June 8, 2017

Meeting Time: 6:30pm

Meeting Attendance:

Present: Chair C. Atlin, L. Hodgins, J. Mustard, B. Osborne, B. Tuer, M. Zurbrigg

Staff Present: B. Kittmer, C. Sproat, Y. Thompson, R. Webb

Regrets: T. Winter, A. Strathdee, R. Quinton

1. Call to order

Meeting was called to order at 6:31pm by Board Chair C. Atlin

2. Approval of the agenda

Motion:

That the June 8, 2017 regular meeting of the St. Marys Public Library Board agenda be approved as presented. PCIN ILS Recommendation added to disc. 6.4.

Moved by: J. Mustard

Seconded by: L. Hodgins

Result: Carried

3. Declarations of pecuniary interest

None declared.

4. Welcome guests or delegations

Board Chair C. Atlin welcomed Y. Thompson and C. Sproat from Adult Learning Programs of Perth.

5. Consent agenda

Motion:

That Consent Agenda items 5.1 to 5.4. inclusive be adopted by the Board with the minutes of the regular meeting of the Board on April 26, 2017 changed to reflect that 5.4 in the consent agenda was a motion to approve the Library Statistics and not the Library financial report.

Moved by: L. Hodgins

Seconded by: M. Zurbrigg

Result: Carried

It was noted that the issue of Library Board Committee vacancies brought forward at the regular meeting of the Library Board on April 26, 2017 will be revisited at the next regular meeting of the Board.



Motion:

That the minutes of the April 26, 2017 Regular Library Board Meeting be approved.

5.2. Minutes of the May 15, 2017 Special Meeting of the Library Board

Motion:

That the minutes of the May 15, 2017 Special Meeting of the Library Board be approved.

5.3. Library Report

Motion:

The Library Report be received.

5.4. Library Statistics

Motion:

That the Library statistics report be approved.

6. Discussion items

6.1. Tourism and Local Business Information Hub

Library Services Coordinator R. Webb The Board discussed the possibility of hosting a Tourism and Local Business Information Hub in the Library and the challenges and benefits of a hub.

Direction was given to Library Services Coordinator R. Webb to communicate and arrange a meeting between the Manager, Culture and Economic Development for the Town of St. Marys, Laurel Davies Snyder and the Friends of the St. Marys Public Library to discuss a possible Tourism and Local Business Information Hub.

6.2. Adult Learning

Report attached.

Y. Thompson and C. Sproat gave a presentation to the Board detailing the accomplishments, as well as the challenges faced by Adult Learning Programs of Perth.

6.2.1 Adult Learning- Closed Session

Motion:

That the St. Marys Public Library Board move into a session that is closed to the public in accordance with the Public Libraries Act, Section 16.1(4) "personal matters about an identifiable individual" at 7:38pm.

Moved by: M. Zurbrigg

Seconded by: J. Mustard

Result: Carried



6.3.CEO Recruitment Update- Closed Session

Motion:

That the St. Marys Public Library Board move out of a session that is closed to the public in accordance with the Public Libraries Act, Section 16.1(4) “personal matters about an identifiable individual” at 8:31pm.

Moved by: B. Tuer

Seconded by: M. Zurbrigg

Result: Carried

6.4. PCIN ILS system

Member of the PCIN Management committee and Library Services Coordinator explained that PCIN has decided not to migrate to another ILS system at this time and remain with the current provider Syrsi Dynix. PCIN is looking to pursue client benefit features like text reminders.

7. Friends of the Library report

J. Mustard

Board and Friends of the Library member J. Mustard informed the Board that the Friends of the Library hosted their first Newcomers’ Coffee hour and twelve people were in attendance. The FOL will have a presence at Heritage Fair alongside the Summer Reading Coordinator. Additionally, they will be sponsoring a movie in the park on Canada Day at Cadzow Park. They are beginning to start sponsor recruitment for the Newcomers welcome packages program.

8. Adjournment

Motion:

That the June 8, 2017 regular meeting of the St. Marys Library Board be adjourned at 8:43pm.

Moved by: L. Hodgins

Seconded by: J. Mustard

Result: Carried



Minutes of a Regular Meeting of the St. Marys Public Library Board

Meeting Location: St. Marys Public Library

Meeting Date: June 29, 2017

Meeting Time: 5:30pm

Meeting Attendance:

Present: Chair C. Atlin, L. Hodgins, J. Mustard, B. Osborne, R. Quinton, A.

Strathdee, B. Tuer, T. Winter, M. Zurbrigg

Staff Present: B. Kittmer, Acting Library CEO, L. Lawrence, Human Resources Manager

1. Call to order

Meeting was called to order at 5:30pm

2. Approval of the agenda

The Board agreed to move consideration of agenda item 5.2 before item 5.1.

Motion:

That the June 29, 2017 special meeting of the St. Marys Public Library Board agenda be approved as amended.

Moved by: R. Quinton

Seconded by: M. Zurbrigg

Result: Carried

3. Declarations of pecuniary interest

None declared.

4. Welcome guests or delegations

Chair Cole Atlin welcomed Ms. Lisa Lawrence, Human Resources Manager for Town of St. Marys.

5. Discussion items

5.1. Adult Learning Update- Finances and New Funding from the Ministry

Acting CEO Brent Kittmer distributed a letter from the Ministry of Advanced Education and Skills Development to the Board for review. The Ministry has approved additional funding for the Library's Adult Learning Program to a total of \$115,888 annually. The increase in funding is tied to an increase in the learner target for the program from 70 to 76 annually.



5.2. Library CEO Hiring Process- Closed Session

Motion:

That the St. Marys Public Library Board move into a session that is closed to the public in accordance with the Public Libraries Act, Section 16.1(4) "personal matters about an identifiable individual" at 5:40 pm.

Moved by: R. Quinton

Seconded by: J. Mustard

Result: Carried

Barb Tuer arrived during closed session at 5:45 pm.

Bill Osborne left during closed session at 6:00 pm.

Motion:

That the St. Marys Public Library Board move out of a session that is closed to the public in accordance with the Public Libraries Act, Section 16.1(4) "personal matters about an identifiable individual" at 6:25 pm.

Moved by: L. Hodgins

Seconded by: B. Tuer

Result: Carried

Chair Cole Atlin reported that a closed session was held and only one item related to the CEO recruitment process was considered. The Chair reported the Board would now consider the following motion reporting out of closed session.

Motion:

That the St. Marys Public Library Board offers the position of Chief Executive Officer of the St. Marys Public Library to Mr. Matthew Corbett; and That the Chair be authorized to sign the negotiated employment contract.

Moved by: B. Tuer

Seconded by: J. Mustard

Result: Carried

6. Adjournment

Motion:

That the June 29, 2017 regular meeting of the St. Marys Library Board be adjourned at 6:30 pm.

Moved by: R. Quinton

Result: Carried



MINUTES
Police Services Board

June 21, 2017
9:00am
Council Chambers, Town Hall

Board Members Present: Councillor Don Van Galen, Chair
Mayor Strathdee
Fred Stam
Henry de Young

Board Member Regrets: Peter McAsh

OPP Present: Inspector Rob Scott
Staff Sergeant Stephane Pilon

Staff Present: Jenna McCartney, Board Secretary

1. CALL TO ORDER

Chair Van Galen called the meeting to order at 8:58am.

2. DECLARATION OF PECUNIARY INTEREST

None declared.

3. ADDITIONS TO THE AGENDA

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the June 21, 2017 Police Services Board Agenda be accepted as presented.

CARRIED

4. ADOPTION OF MINUTES FROM PREVIOUS MEETING

Moved By Henry de Young

Seconded By Mayor Strathdee

THAT the minutes of the May 24, 2017 Police Services Board meeting be approved and signed by the Chair and Secretary.

CARRIED

5. BUSINESS ARISING FROM MINUTES

None noted.

6. DELEGATIONS

None presented.

7. REPORTS

7.1 OPP Monthly Statistics (May 2017)

Inspector Rob Scott spoke to the report and responded to questions from the Board.

Moved By Fred Stam

Seconded By Henry de Young

THAT the OPP Monthly Report (May 2017) be received for information.

CARRIED

7.2 False Alarm Report (May 2017)

Member Henry de Young inquired about the impact of the False Alarm by-law.

It was noted that the by-law is being drafted by the Clerk's Department, approval will be sought by Council in fall 2017, with an expectation that it will be in full force by winter 2017.

Moved By Fred Stam

Seconded By Henry de Young

THAT the monthly false alarm report (May 2017) be received for information.

CARRIED

8. CORRESPONDENCE

8.1 Ministry of Community Safety and Correctional Services re: OPP Billing Survey

Moved By Fred Stam

Seconded By Henry de Young

THAT the correspondence from the Ministry of Community Safety and Correctional Services be received for information.

CARRIED

8.2 Forum Research Inc. re: Distracted Driving Survey

Moved By Fred Stam

Seconded By Mayor Strathdee

THAT the correspondence from Forum Research Inc. be received for information.

CARRIED

9. OTHER BUSINESS

Chair Van Galen will ensure that correspondence related to the draft contract with Stratford Police Service be forwarded to the Board.

Mayor Strathdee thanked the OPP for their prompt immobilization for the parade leading to the St. Marys Quarry on June 17, 2017.

10. UPCOMING MEETINGS

Chair Van Galen reviewed the upcoming meetings as presented on the agenda.

11. ADJOURNMENT

Moved By Henry de Young

Seconded By Fred Stam

THAT the June 21, 2017 Police Services Board meeting be adjourned at 9:40am.

CARRIED

Chair Don Van Galen

Brent Kittmer, CAO / Clerk, Board Secretary



- 1.0 Call to order
- 2.0 Declaration of Pecuniary Interest
- 3.0 Approval of Minutes
 - Regular Meeting of May 17, 2017
 - Motion: Second:
 - Regular Meeting of June 7, 2017
 - Motion: Second:
- 4.0 Applications for Consent to Sever: B04-2017; B05-2017; B06-2017 affecting Part Lot 17, Concession 19, 825 and 895 Queen Street East, St. Marys for Margaret McMillan Baird and Bairds of Strathaven Inc.
- 5.0 Application for Minor Variance: A05-2017 affecting Registered Plan 207, Lot 9 and Part Lot 8 w/s Ontario, 72 Ontario Street South, St. Marys for Alison and Steven Shaw
- 6.0 Other Business
- 7.0 Next Meeting
- 8.0 Adjournment

- Chairman Steve Cousins
- Member W. J. (Bill) Galloway
- Member Steve Ische
- Member Dr. J. H. (Jim) Loucks
- Mark Stone, Planner
- Susan Luckhardt, Secretary-Treasurer

- Member Clive Slade
- Grant Brouwer, Director of Building and Development

Chairman Steve Cousins called the meeting to order at 6:30 pm.

None noted.

Motion by: Member W. J. Galloway
Seconded by: Member Steve Ische

That the Minutes dated May 17, 2017 be approved as circulated.
MOTION CARRIED

Approval of Minutes dated June 7, 2017

Motion by: Member W. J. Galloway
Seconded by: Member Steve Ische
That the Minutes dated June 7, 2017 be approved as circulated.
MOTION CARRIED

4.0 Resume Public Hearing B04-2017; B05-2017; B06-2017

Applications for Consent to Sever: B04-2017; B05-2017; B06-2017 affecting Part Lot 17, Concession 19, 825 and 895 Queen Street East, St. Marys for Margaret McMillan Baird and Bairs of Strathaven Inc.

Dave Hanly and Janet Baird-Jackson, agents for the application were in attendance.

Planner Mark Stone updated Committee members on the applications stating that the Official Plan Amendment (OPA) and Zoning By-law Amendment (ZBA) for the property were approved by Council on June 27, 2017. The appeal period for the OPA and the ZBA lapsed July 18, 2017 with no appeals and both amendments are now in full effect.

Chairman Steve Cousins asked Committee members for comments regarding the consent to sever applications.

There were no comments from Committee members.

Chairman Steve Cousins asked members of the Public for comments regarding the consent to sever applications.

There were no comments from members of the Public.

DECISION B04-2017

Applications for Consent to Sever: B04-2017 affecting Part Lot 17, Concession 19, 825 and 895 Queen Street East, St. Marys for Margaret McMillan Baird and Bairs of Strathaven Inc.

Motion by: Member W. J. Galloway

Seconded by: Member Steve Ische

That the Committee of Adjustment for the Corporation of the Town of St. Marys approve Consent to Sever Application No. B04-2017 from Margaret McMillan Baird subject to the following conditions:

1. The Certificate of the Official must be issued by the Secretary-Treasurer for the Committee of Adjustment within a period of one year from the date of the mailing of the Notice of Decision;
2. Confirmation in writing be provided to the Secretary-Treasurer of the Committee of Adjustment from the Town's Treasury Department that their financial requirements have been met;
3. The Committee be provided with a description that is consistent with the application and equal to that required for registration of a deed/transfer or other conveyance of interest in land under the provisions of the Registry Act or Land Titles Act;

4. Confirmation be provided to the Secretary-Treasurer of the Committee of Adjustment from the solicitor that the Certificate of the Official will be scanned and attached to the electronic registration of the Transfer;
5. Undertaking from the solicitor that the parcels will be consolidated under Land Titles onto one P.I.N.;
6. That the severed parcel be deeded as a lot addition only, to the property abutting in accordance with Section 50 (3 or 5) of the Planning Act, R.S.O. 1990;
7. That the applicant obtain the necessary Zoning By-law Amendment for the subject property to the satisfaction of the Director of Building and Development;
8. That the applicant convey to the Town, free of all costs, objects, structures and encumbrances, a 3.0 metre wide road widening along the Queen Street East frontage, to the satisfaction of the Town Engineering and Public Works Department;
9. That the Secretary-Treasurer for Committee of Adjustment be provided with written confirmation from the Town Engineering and Public Works Department that their requirements in their memorandum dated June 1, 2017 respecting the need for the existing dwellings to be connected to the municipal water distribution system and decommission of the existing water supply wells have been addressed to the satisfaction of the Town Engineering and Public Works Department.

MOTION CARRIED

DECISION B05-2017

Application for Consent to Sever: B05-2017 affecting Part Lot 17, Concession 19, 825 and 895 Queen Street East, St. Marys for Margaret McMillan Baird

Motion by: Member W. J. Galloway

Seconded by: Member Steve Ische

That the Committee of Adjustment for the Corporation of the Town of St. Marys approve Consent to Sever Application No. B05-2017 from Margaret McMillan Baird subject to the following conditions:

1. The Certificate of the Official must be issued by the Secretary-Treasurer for the Committee of Adjustment within a period of one year from the date of the mailing of the Notice of Decision;
2. Confirmation in writing be provided to the Secretary-Treasurer of the Committee of Adjustment from the Town's Treasury Department that their financial requirements have been met;
3. The Committee be provided with a description that is consistent with the application and equal to that required for registration of a deed/transfer or other conveyance of interest in land under the provisions of the Registry Act or Land Titles Act;
4. Confirmation be provided to the Secretary-Treasurer of the Committee of Adjustment from the solicitor that the Certificate of the Official will be scanned and attached to the electronic registration of the Transfer;
5. Undertaking from the solicitor that the parcels will be consolidated under Land Titles onto one P.I.N.;
6. That the severed parcel be deeded as a lot addition only, to the property abutting in accordance with Section 50 (3 or 5) of the Planning Act, R.S.O. 1990;

7. That the applicant obtain the necessary Zoning By-law Amendment for the subject property to the satisfaction of the Director of Building and Development;
8. That the applicant convey to the Town, free of all costs, objects, structures and encumbrances, a 3.0 metre wide road widening along the Queen Street East frontage, to the satisfaction of the Town Engineering and Public Works Department;
9. That the Secretary-Treasurer for Committee of Adjustment be provided with written confirmation from the Town Engineering and Public Works Department that their requirements in their memorandum dated June 1, 2017 respecting the need for the existing dwellings to be connected to the municipal water distribution system and decommission of the existing water supply wells have been addressed to the satisfaction of the Town Engineering and Public Works Department.

MOTION CARRIED

DECISION B06-2017

Application for Consent to Sever: B06-2017 affecting Part Lot 17, Concession 19, 825 and 895 Queen Street East, St. Marys for Bairds of Strathaven Inc.

Motion by: Member W.J. Galloway

Seconded by: Member Steve Ische

That the Committee of Adjustment for the Corporation of the Town of St. Marys approve Consent to Sever Application No. B06-2017 from Bairds of Strathaven Inc. subject to the following conditions:

1. The Certificate of the Official must be issued by the Secretary-Treasurer for the Committee of Adjustment within a period of one year from the date of the mailing of the Notice of Decision;
2. Confirmation in writing be provided to the Secretary-Treasurer of the Committee of Adjustment from the Town's Treasury Department that their financial requirements have been met;
3. The Committee be provided with a description that is consistent with the application and equal to that required for registration of a deed/transfer or other conveyance of interest in land under the provisions of the Registry Act or Land Titles Act;
4. Confirmation be provided to the Secretary-Treasurer of the Committee of Adjustment from the solicitor that the Certificate of the Official will be scanned and attached to the electronic registration of the Transfer;
5. Undertaking from the solicitor that the parcels will be consolidated under Land Titles onto one P.I.N.;
6. That the severed parcel be deeded as a lot addition only, to the property abutting in accordance with Section 50 (3 or 5) of the Planning Act, R.S.O. 1990;
7. That the applicant obtain the necessary Zoning By-law Amendment for the subject property to the satisfaction of the Director of Building and Development;
8. That the applicant convey to the Town, free of all costs, objects, structures and encumbrances, a 3.0 metre wide road widening along the Queen Street East frontage, to the satisfaction of the Town Engineering and Public Works Department;
9. That the Secretary-Treasurer for Committee of Adjustment be provided with written confirmation from the Town Engineering and Public Works Department that their requirements in their memorandum dated June 1, 2017 respecting the need for the

existing dwellings to be connected to the municipal water distribution system and decommission of the existing water supply wells have been addressed to the satisfaction of the Town Engineering and Public Works Department.

MOTION CARRIED

5.0 Public Hearing A05-2017

Application for Minor Variance: A05-2017 affecting Registered Plan 207, Lot 9 and Part Lot 8 w/s Ontario, 72 Ontario Street South, St. Marys for Alison and Steven Shaw

Tara Porter, MTH Contracting and Consulting, agent for the application was in attendance.

Mark Stone, Planner provided an overview of the minor variance application which is to seek relief from the maximum lot coverage for accessory buildings and structures and minimum exterior side yard requirements of the Town's Zoning By-law to permit the construction of a two-car detached garage in the rear yard measuring 72.5 square metres in size. In addition the owners are seeking relief from the minimum front yard requirements to allow the reconstruction of an existing non-complying porch at the front of the house. In 2007 a minor variance was granted for relief from exterior side yard requirements to permit the construction of a one-storey addition at the rear of the house.

Mark Stone summarized comments received in response to circulation of the Notice of Public Hearing on July 7, 2017:

Town Finance Department on July 7, 2017

- No comments.

Town Engineering and Public Works Department, July 14, 2017

- The existing and proposed porch is almost entirely located within the sight triangle. The applicant should be required to use building materials for the handrail and spindles that are easy to see through such as the existing wrought iron.
- The proposed setback does not leave sufficient room for a vehicle to park in the new driveway without parking on the municipal road allowance. It is understood that the driveway is not to be used for parking and is only a means of accessing the garage to park vehicles inside the garage.
- The proposed driveway widening requires the removal of an existing cedar tree. As per Public Works policy, the applicant is required to pay for two new trees to be planted in a municipal road allowance

Tara Porter spoke to the application. The new garage will house personal vehicles and items belonging to the property owners and the existing storage shed on the property will be removed. They are wishing to retain a large existing tree in the rear yard and so have moved the garage into the exterior side yard required by the zoning by-law. This will also align the addition with the dwelling along Elgin Street. Tara Porter noted that the minor variance granted in 2007 was for the extent of the house addition only and not for the entire exterior side yard and as such, the owners are now seeking a variance from exterior side yard requirements to permit the construction of the garage closer to the exterior side yard property line than what is permitted under the by-law. Tara Porter stated that the applicants have acknowledged that the driveway to the new garage will not function as parking for the

property; but rather will be intended for movements in and out of the garage. There is another driveway on the property accessed from Ontario Street which will continue to function as parking for the property. Tara Porter stated that the garage although oversized does not increase the lot coverage beyond the permitted maximum for all buildings and structures on the lot. The proposed garage will be located so as to be recessed into the existing vegetation for the property.

Mark Stone provided planning comments regarding the four tests of a minor variance in support of the application.

The variances maintain the general intent and purpose of the Official Plan. The intent and purpose of the Residential designation is to provide for a full range of residential activities and housing forms. In addition, the Official Plan permits uses, buildings, or structures normally incidental, accessory, and essential to permitted uses. Permitting the variances to the Zoning By-law maintains the general intent and purpose of the Official Plan.

The requested variances maintain the general intent and purpose of the By-law. The maximum coverage requirements in the Zoning By-law are intended to ensure that accessory buildings and structures are secondary and subordinate to the principal use on the property (in this case the main residential use and building). The proposed garage will be located in the rear yard of the lot, and the gross floor area of the proposed garage (72.5 m²) is significantly smaller than the gross floor area of the single detached dwelling on the lot (220 m²).

The maximum lot coverage requirement also limits the massing of buildings and overbuilding on a property, and maintains open space on each lot to maintain the character of the area. Although the proposed total lot coverage of all accessory buildings and structures will exceed the 60 square metre maximum requirement by 12.5 square metres, the proposed lot coverage only exceeds the five percent requirement in the By-law by one percent. In addition, the total lot coverage of all buildings on the lot will equate to 22 percent with the new garage, far less than the 35 percent maximum lot coverage requirement for the Residential Zone Three (R3).

The intent of minimum front and exterior side yard setback requirements is to maintain attractive and consistent streetscapes that are appropriate for the neighbourhood. The regulations in Section 5.1.3 of the Zoning By-law are intended, in part, to ensure that no accessory building or structure is located any closer to a front or exterior side lot line than the main building on a lot. The front wall of the proposed garage will be in line with the setback of the existing single detached dwelling from Elgin Street West, and the single detached dwelling on the abutting lot to the west.

The owners are proposing to simply rebuild the non-complying porch at the front of the house that has existed for many years.

Based on the above, the requested variances maintain the general intent and purpose of the Town's Zoning By-law.

The application is "minor" in nature. As noted above, while the proposed total lot coverage of all accessory buildings and structures will exceed the 60 square metre maximum requirement by 12.5 square metres, the lot coverage only exceeds the five percent

requirement by 1 percent. The proposed garage will not have any negative shadowing impacts on adjacent properties and maintenance of the existing hedgerow along the rear (west) property line will provide added buffering.

The minor variance required for the demolition and reconstruction of the existing porch simply recognizes an existing legal non-complying situation.

The requested variances represent appropriate deviations from the Zoning By-law requirements and the potential impacts resulting from the proposed variances are considered “minor” in nature.

The proposed development is desirable for the appropriate development or use of the subject property. The addition of a garage is consistent with the residential character of the area and represents appropriate development for the subject property. The setback for the proposed garage will be consistent with the setback of the existing house, and buildings on other lots in the area. In addition, the owners state that the reduced setback requirement will allow them to maintain a 100+ year old tree located north of the footprint for the proposed garage. The proposed garage meets all other requirements for accessory structures and buildings including the minimum setback from the rear lot line and the maximum height requirement.

Based on the above, Mark Stone stated that the requested variances will permit development that is desirable and appropriate.

Chairman Steve Cousins asked for questions from Committee members.

Member Steve Ische asked Mark Stone if there are no concerns with the reduced setback for the driveway at the proposed garage. Mark Stone stated that Planning does not have concerns with the reduced setback for the driveway access to the garage as there is another driveway on the property to meet the requirements under the by-law that 2 parking spaces be provided on the property. Any issues around parking on the driveway in front of the proposed garage in future would be addressed through enforcement.

Steve Ische stated he is not in favour of the reduced exterior side yard due to a potential parking issue.

Steve Cousins asked for comments from the members of the Public.

Arlene Callendar, 55 Ontario Street South, provided comments in support of the application as the proposed location of the garage will preserve the existing large tree on the property.

DECISION A05-2017

Application for Minor Variance: A05-2017 affecting Registered Plan 207, Lot 9 and Part Lot 8 w/s Ontario, 72 Ontario Street South, St. Marys for Alison and Steven Shaw

Motion by: Member W. J. Galloway

Seconded by: Member Dr. J. H. Loucks

That the Committee of Adjustment for the Corporation of the Town of St. Marys approve Minor Variance Application No. A05-2017 from Alison and Steven Shaw subject to the following conditions:

1. This approval is granted only to the nature and extent of this application being relief to permit: a detached accessory garage with a minimum exterior side yard setback of 4.06 metres; a maximum total lot coverage for accessory buildings and structures measuring a total of 72.5 m² or 6.0% of the lot area; and the demolition and rebuilding of the existing porch at the front of the house with a minimum setback of 2.94 metres from the front lot line.
2. Required building permit(s) shall be obtained within one (1) year of the Committee's decision.
3. The space for the proposed detached accessory garage shall not be used for home occupation or any other business.
4. The owners are required to use building materials for the porch handrail and spindles that are easy to see through such as the existing wrought iron.
5. As per Public Works policy, the owners are required to pay for two new trees to be planted in a municipal road allowance, as compensation for the removal of one tree in the Elgin Street West road allowance.

And for the following reasons:

1. The relief requested is minor in nature;
2. It is required for appropriate development of the property;
3. It maintains the general intent and purpose of the Town Official Plan;
4. It maintains the general intent and purpose of the Town Zoning By-law.

6.0 Other Business

None.

7.0 Next Meeting

August 2, 2017 at 6:30 pm.

8.0 Adjournment

Motion by: Member W. J. Galloway

Seconded by: Member Steve Ische

That the meeting adjourn at 7:56 p.m.

MOTION CARRIED

Steve Cousins,
Chairman COA

Susan Luckhardt,
Secretary-Treasurer COA

Committee of Adjustment Wednesday, August 2, 2017

A meeting of the St. Marys Committee of Adjustment was held on Wednesday, August 2, 2017 at 6:30pm in the Board Room, Municipal Operations Centre, 408 James Street South, St. Marys, Ontario, to discuss the following:

- 1.0 Call to order
- 2.0 Declaration of Pecuniary Interest
- 3.0 Approval of Minutes
Regular Meeting of July 19, 2017
Motion: Second:
- 4.0 Application for Consent to Sever B07-2017 affecting Part of Lot 19, Thames Concession as Part 1 on 44R-2419 for 619203 Ontario Limited, 449 Queen Street West
- 5.0 Next Meeting
- 6.0 Adjournment

Present:

- Acting Chairman W. J. (Bill) Galloway
- Member Steve Ische
- Member Dr. J. H. (Jim) Loucks
- Member Clive Slade
- Mark Stone, Planner
- Susan Luckhardt, Secretary-Treasurer

Regrets:

- Chairman Steve Cousins
- Grant Brouwer, Director of Building and Development

1.0 Call to Order:

Acting Chairman Bill Galloway called the meeting to order at 6:30 pm.

2.0 Disclosure of Pecuniary Interest:

None noted.

3.0 Approval of Minutes dated July 19, 2017

Motion by: Member Dr. J. H. Loucks

Seconded by: Member Steve Ische

That the Minutes dated July 19, 2017 be approved as circulated.

MOTION CARRIED

4.0 Public Hearing B07-2017

Application for Consent to Sever B07-2017 affecting Part of Lot 19, Thames Concession as Part 1 on 44R-2419 for 619203 Ontario Limited, 449 Queen Street West

Chris West, agent for the application was present for the public hearing.

Mark Stone provided an overview of the application.

The subject property is located at the west end of the municipality, fronting on the north side of Queen Street West. The irregularly shaped subject property is the site of the Downtown Pontiac Buick dealership, with vacant undeveloped land on the rear (northern) portion of the property. The applicant also owns the abutting property to the east (425 Queen Street West), where the AllRoads Dodge Chrysler Jeep Limited dealership is located.

The applicant has applied to sever the undeveloped rear portion of the subject property measuring approximately 1.16 hectares in size, having dimensions of approximately 102.8 metres (average width) by 107.9 metres (average depth) for the purpose of conveying those lands as a lot addition to the rear of the AllRoads Dodge Chrysler Jeep Limited property.

Both properties are designated Highway Commercial in the Town's Official Plan and are zoned Highway Commercial in the Town's Zoning By-law.

Mark Stone summarized comments received in response to circulation of the Notice of Public Hearing:

Festival Hydro:

- Underground primary duct bank crosses the lands proposed to be severed.
- Festival Hydro will require an easement for the duct bank and the transformer installation.

Town Finance Department: No issues.

Bell Canada: No concerns or objections.

Town Building and Development Department:

- Both properties (449 and 425 Queen Street West) are subject to site plan agreements.
- The Town will require amendments to each site plan agreement to reflect the new landholdings.

Town Engineering and Public Works Department:

- The applicant complete a reference plan conveying a 5.0 metre wide road widening to the Town at this time and further that an encroachment agreement be entered into with the Town for the vehicle display platforms that are currently installed on what may be the road allowance.

This concluded correspondence received.

Chairman Bill Galloway asked Chris West for any further comments.

Chris West spoke to the road widening requirements, stating that due to requirements of the business plan and agreements on the property, he cannot meet the conditions to convey a 5.0 metre wide road widening as it presents an administrative and a legal issue. If a general road widening were taken for all properties along Queen Street West he could support that.

However at this time he cannot satisfy the requirements of these conditions which require a road widening only from his property.

In response to Steve Ische, Mark Stone spoke to the requirement the road widening and referenced Section 5.3.7 of the Official Plan which provides the policy for road widenings.

Following further discussion by the committee, it was agreed to defer a decision on the application.

DECISION B07-2017

Application for Consent to Sever B07-2017 affecting Part of Lot 19, Thames Concession as Part 1 on 44R-2419 for 619203 Ontario Limited, 449 Queen Street West

Motion by: Member Clive Slade

Seconded by: Member Steve Ische

That the Committee of Adjustment for the Corporation of the Town of St. Marys grant a deferral to Consent to Sever Application No. B07-2017 from 619203 Ontario Limited for a period of up to 3 (three) months from today's date, August 2, 2017 for further clarification from the applicant and the Town solicitor.

MOTION CARRIED

7.0 Next Meeting

August 16, 2017 at 6:30 pm.

8.0 Adjournment

Motion by: Member Clive Slade

Seconded by: Member Steve Ische

That the meeting adjourn at 7:07 p.m.

MOTION CARRIED

W. J. (Bill) Galloway,
Acting Chairman COA

Susan Luckhardt,
Secretary-Treasurer COA

Committee of Adjustment Wednesday, August 16, 2017

A meeting of the St. Marys Committee of Adjustment was held on Wednesday, August 16, 2017 at 6:30pm in the Board Room, Municipal Operations Centre, 408 James Street South, St. Marys, Ontario, to discuss the following:

- 1.0 Call to order
- 2.0 Declaration of Pecuniary Interest
- 3.0 Approval of Minutes
Regular Meeting of August 2, 2017
Motion: Second:
- 4.0 Application for Minor Variance A06-2017 affecting Part Lot 15, Concession 18 and Part 2 on 44R-3155, 95 Carling Street, St. Marys for Manuel Freitas
- 5.0 Next Meeting
- 6.0 Adjournment

Present:

- Chairman Steve Cousins
- Member W. J. (Bill) Galloway
- Member Dr. J. H. (Jim) Loucks
- Member Clive Slade
- Member Steve Ische
- Mark Stone, Planner
- Susan Luckhardt, Secretary-Treasurer

Regrets:

- Grant Brouwer, Director of Building and Development

1.0 Call to Order:

Chairman Steve Cousins called the meeting to order at 6:30 pm.

2.0 Disclosure of Pecuniary Interest:

None noted.

3.0 Approval of Minutes dated August 2, 2017

Motion by: Member Clive Slade

Seconded by: Member W. J. Galloway

That the Minutes dated August 2, 2017 be approved as circulated.

MOTION CARRIED

4.0 Public Hearing A06-2017

Application for Consent to Sever A06-2017 affecting Part Lot 15, Concession 18 and Part 2 on 44R-3155, 95 Carling Street, St. Marys

Frank Monteiro, 1623 Fairview Road, Cambridge, agent for the application and Manuel Freitas, owner and occupant of 95 Carling Street were present for the public hearing.

Mark Stone provided an overview of the application. The property subject to this application fronts onto the north side of Carling Street. The Town has received an application for Minor Variance for relief from the minimum front yard requirement of Town's zoning by-law to permit the construction of a 48.7 square metre addition to the southwest corner of the existing single detached dwelling. The addition will be built to the same legal non-complying 19.28 metre front yard setback as the existing dwelling, requiring a variance to recognize a reduction in front yard setback from 22.5 metres to 19.28 metres for the proposed addition.

The approximately 1.9 hectare subject property is irregularly shaped. There is an existing one-storey single detached dwelling with a floor area of approximately 136.8 square metres. There is also an existing barn to the east of the house and the western part of the property is used for agricultural purposes (crops).

Mark Stone summarized comments received in response to circulation of the Notice of Public Hearing:

Town Engineering and Public Works Department: No comments.

Town Finance Department: No comments.

Frank Monteiro spoke to the application. The proposed addition will square up the existing dwelling and will not go closer to the front property line than the existing house which is legal non-complying. The addition is required to increase living space; and also to add basement storage space.

Mark Stone provided comment on the application with respect to the four tests of a minor variance.

The variance maintains the general intent and purpose of the Official Plan. The intent and purpose of the Agriculture designation is to encourage a continuation of existing agricultural uses until such time as the land base is required for more urban uses. Existing residential uses are permitted. Permitting the variance to the Zoning By-law maintains the general intent and purpose of the Official Plan.

The requested variance maintains the general intent and purpose of the Zoning By-law. The intent of the minimum front yard requirement in the Agricultural Zone One (A1) is to maintain the rural character of the area. The 22.5 metre front yard requirement in the A1 Zone is a substantial setback requirement. The existing and proposed setback of 19.28 metres is also a substantial setback from the front lot line. Based on this, the requested variance maintains the general intent and purpose of the Town's Zoning By-law.

The application is "minor" in nature. The proposed addition will not extend beyond the front and west walls of the existing single detached dwelling. Given the size of the lot and the nature of the area, no negative impacts on surrounding land uses are anticipated. The requested variance represents an appropriate deviation from the Zoning By-law requirement and the potential impacts resulting from the proposed variances are considered "minor" in nature.

The proposed development is desirable for the appropriate development or use of the subject property. The applicant indicates that the existing floor area of the house is limited (in part since there is no basement) and there is the need for additional living space for his family. The proposed addition will not further reduce any existing established yard setbacks and will meet all other setback requirements of the A1 Zone. The applicant has indicated that the addition at the southwest corner of the existing dwelling is desirable as it will create additional living space that is separated from the rail line to the north. In addition, the applicant indicates that there are drainage issues north of the house that would make construction more difficult. The proposed addition will not have any negative impact on the character of the area. The requested variance will permit development that is desirable and appropriate.

Mark Stone recommended approval of the application.

There were no questions from Committee members.

There were no members of the Public present.

DECISION A06-2017

Application for Consent to Sever A06-2017 affecting Part Lot 15, Concession 18 and Part 2 on 44R-3155, 95 Carling Street, St. Marys

Motion by: Member Steve Ische

Seconded by: Member Dr. J. H. Loucks

That the Committee of Adjustment for the Corporation of the Town of St. Marys approve Minor Variance Application No. A06-2017 from Manuel Freitas subject to the following conditions:

1. This approval is granted only to the nature and extent of this application being relief to permit an addition to the southwest corner of the existing single detached dwelling with a minimum front yard setback of 19.28 metres.
2. Required building permit shall be obtained within one (1) year of the Committee's decision.

And for the following reasons:

1. The relief requested is minor in nature;
2. It is required for appropriate development of the property;
3. It maintains the general intent and purpose of the Town Official Plan;
4. It maintains the general intent and purpose of the Town Zoning By-law.

MOTION CARRIED

Chairman Steve Cousins declared the matter of minor variance application A06-2017 closed.

At the request of Committee members, staff provided an overview of Consent to Sever application B07-2017 affecting 449 Queen Street West. This matter is currently with Town staff as the application was deferred for three months to provide time for additional information regarding the condition of approval requesting a road widening.

7.0 Next Meeting

T.B.D.

8.0 Adjournment

Motion by: Member Dr. J. H. Loucks

Seconded by: Member Clive Slade

That the meeting adjourn at 7:04 p.m.

MOTION CARRIED

Steve Cousins,
Chairman COA

Susan Luckhardt,
Secretary-Treasurer COA

draft unapproved

INTERNAL MEMORANDUM

TO: Trisha McKibbin, Director, Corporate Services
FROM: Brett O'Reilly, Corporate Communications and Events Manager
DEPARTMENT: Corporate Communications
DATE: August 10, 2017
SUBJECT: Wellington Street Bridge Renaming Survey

On Wednesday, August 2, 2017, the Town of St. Marys launched a survey to gather public input on a proposal to rename the Wellington Street Bridge the Elizabeth Bridge. Residents were invited to complete the survey online or in print, with copies available at Town facilities and two downtown businesses.

Information about the survey was shared on the Town website, in a media release and through the Town's Facebook and Twitter accounts. The story about the survey ran in two local papers (The St. Marys Journal Argus and the St. Marys Independent), as well as the Stratford Beacon Herald.

The survey was open for seven days (August 2 to August 9). In that time, the Town received 327 responses: 11 in hard copy and 316 online. The survey's first question garnered the following results:

Do you think the Wellington Street Bridge should be renamed the Elizabeth Bridge in honour of Queen Elizabeth II?	Yes:	37 (11%)
	No:	290 (89%)
	Total:	327

The survey's second question invited the public to suggest another name for the bridge. A total of 206 individuals responded to this question. The majority of responses (149) reinforced the "no" vote, with many respondents suggesting that the name should be kept the same for the sake of simplicity, consistency, tradition and to assist with providing directions to tourists.

A smaller minority of respondents (17) suggested that if the bridge is renamed, it should be after a local person. Other trends included the Terry Fox Bridge (6 respondents) and the Veteran's Bridge (4 respondents). Those that did support the name change to the Elizabeth Bridge suggested that the bridge be called the more formal "Queen Elizabeth II Bridge" (7 respondents).

The survey also generated significant discussion on social media. Two posts about the survey on the Town's Facebook account resulted in 148 comments from users. As with the official survey, the large majority of these comments suggested that the name remain the Wellington Street Bridge.

It is important to note that both the online and print versions of the survey were anonymous. Although the online version allowed only one response from an individual IP address, it is possible that one person could submit multiple responses from different devices in various locations. Likewise, one person could have filled out multiple paper copies of the survey. Given the large number of responses for this survey and the clear favouring of the "no" response, this small margin for error has little impact on the reliability of the results.

BY-LAW 66 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in right of Ontario represented by the Minister of Infrastructure.

- WHEREAS:** The Government of Canada in partnership with the Province of Ontario provides funding under the Clean Water and Wastewater Fund through Infrastructure Ontario;
- WHEREAS:** The Corporation of the Town of St. Marys finds itself the successful recipient of this funding and as required wishes to enter into an Agreement with the Minister of Infrastructure;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and the Minister of Infrastructure.
 2. That a copy of the said Agreement is attached hereto and designated as Schedule "A" to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time and passed this 22nd day of August, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 67 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize a site alteration agreement between The Corporation of the Town of St. Marys and Meadowridge Properties Ltd.

- WHEREAS:** Meadowridge Properties Ltd. has been approved for draft plan approval of the lands legally described as Part Lots 21 and 22, Concession 18 (Blandshard), Part 2 44R-3620, in the Town of St. Marys, being all of PIN 53252-0576 (LT);
- AND WHEREAS:** Meadowridge Properties Ltd. shall be required to enter into a subdivision agreement with the Corporation of the Town of St. Marys prior to final approval of the plan of subdivision;
- AND WHEREAS:** It is the desire of the parties that Meadowridge Properties Ltd. be permitted to carry out certain cut and fill works on the property provided certain conditions are met and certain securities are provided by Meadowridge Properties Ltd;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a site alteration agreement (the "Agreement") with Meadowridge Properties Ltd., for the purpose of clarifying and delineating their respective rights, obligations, payments and billing arrangements of and for the delivery of the site alteration.
- NOW THEREFORE:** The Council of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the CAO / Clerk are authorized to execute a Site Alteration Agreement on behalf of The Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Meadowridge Properties Ltd., and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-Law, and to affix to the Agreement the Corporate Seal of the Corporation of the Town of St. Marys.
 3. This by-law comes into force and takes effect this final passing thereof.

Read a first and second time this 22th day of August, 2017.

Read a third and final time and passed this 22th day of August, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 68-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a by-law to exempt from Part Lot Control

Lot 3, Registered Plan No. 44M-48 in the Town of St. Marys

WHEREAS: Section 50(7) of the Planning Act, R.S.O. 1990, provides that the Council of a local municipality may, by By-law, provide that the Part Lot Control provisions contained in Section 50(5) of the Planning Act, R.S.O. 1990, do not apply to the lands designated in the By-law;

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient and in the public interest that Lot 3, Registered Plan No. 44M-48 in the Town of St. Marys, in the County of Perth, be exempted from the Part Lot Control provisions of the Planning Act.

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

1. Lot 3 in Registered Plan 44M-48 in the Town of St. Marys, in the County of Perth is hereby exempted from Part Lot Control pursuant to Section 50(7) of the Planning Act, R.S.O. 1990 which land is zoned to permit, among other things, semi-detached dwellings in conformity with By-law No. Z1-1997 (the Town of St. Marys' Comprehensive Zoning By-law).
2. This by-law comes into force on the final passing thereof.
3. This By-law shall be in effect for six (6) months from the date of adoption of this By-law. Furthermore, this By-law may be repealed, extended, or may be amended to delete part of the lands described herein by the Council of the Corporation of the Town of St. Marys.
4. This By-law shall be registered in the Registry Office for the County of Perth, pursuant to Section 50(28) of the Planning Act, R.S.O. 1990.
5. That a copy of the registry is attached hereto and designated as Schedule "A" to this By-law.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time and passed this 22nd day of August, 2017.

Mayor Al Strathdee

Brent Kittmer, CAO / Clerk

BY-LAW 69 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Forman Electric Ltd.

- WHEREAS:** The Corporation of the Town of St. Marys released a RFQ for the purpose of equipping the James Street Booster Pumping Station with standby power capabilities (the “Project”);
- WHEREAS:** A proposal for the Project was submitted by Forman Electric Ltd which was subsequently approved by Council on August 22, 2017;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Forman Electric Ltd. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Forman Electric Ltd.; and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule “A” to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time and passed this 22nd day of August, 2017.

Mayor Al Strathdee

Brent Kittmer, CAO / Clerk

BY-LAW 70 OF 2017
THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the
Town of St. Marys and COCO Paving Inc.

- WHEREAS:** The Corporation of the Town of St. Marys released a RFT for the purpose of asphalt resurfacing on Queen Street East from Charles Street to Cain Street and Water Street South near the Town limit as well as topcoat asphalt application on St. Maria Street, Washington Street and Wellington Street South (the "Project");
- WHEREAS:** A proposal for the Project was submitted by COCO Paving Inc. which was subsequently approved by Council on August 22, 2017;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with COCO Paving Inc. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and COCO Paving Inc.; and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule "A" to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time and passed this 22nd day of August, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 71-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to confirm all actions and proceedings of the Council of the Corporation of the Town of St. Marys at its regular meeting held on August 22, 2017.

- WHEREAS:** The *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Section 5(3), as amended, provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;
- THEREFORE:** The Council of the Town of St. Marys enacts:
1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 22nd day of August, 2017 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
 2. This by-law comes into force on the final passing thereof.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time and passed this 22nd day of August, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk