



# Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

## Regular Meeting of Council

Monday, February 14, 2011 – 7:00 p.m.

Council Chambers, Municipal Office, Kenilworth

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**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

**Monday, February 7, 2011**

**7:00 p.m.**

**Members Present:**

**Mayor: Ray Tout**  
**Councillors: Sherry Burke**  
**Mark Goetz**  
**Andy Lennox**  
**Dan Yake**

**Also Present:** Chief Administrative Officer/Clerk: Lorraine Heinbuch  
Executive Assistant: Cathy Conrad  
Treasurer: John Jeffery  
Manager of Public Works: Gary Williamson

The meeting was held in the Municipal Office Council Chambers, Kenilworth.

A. **CALLING THE MEETING TO ORDER**

Mayor Tout called the meeting to order.

B. **PASSING AND ACCEPTANCE OF AGENDA**

**Moved by:** Councillor Lennox

**Seconded by:** Councillor Yake

*THAT the Agenda for the February 7, 2011 Regular Meeting of Council be accepted and passed with the following addition:*

**DELEGATIONS, DEPUTATION, PETITIONS**

*Kathi Maskell, Mayor, Town of Hanover*

*Re: Correspondence regarding SMART, specialized transportation for the mentally and physically challenged*

Resolution Number: 1

**Carried**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

**Monday, February 7, 2011**

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C. **DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE  
THEREOF**

None declared.

D. **MINUTES**

1. Regular Meeting of Council, January 24, 2011

**Moved by: Councillor Yake**

**Seconded by: Councillor Lennox**

*THAT the minutes of the Regular Meeting of Council held on January 24, 2011 be adopted as circulated.*

**Resolution Number: 2**

**Carried**

E. **BUSINESS ARISING FROM MINUTES**

1. Maitland Valley Conservation Authority  
Re: Appointment to Maitland Valley Conservation Authority Board of  
Directors and Maitland Source Protection Authority Board for 2011

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

*THAT the Council of the Corporation of the Township of Wellington North appoint Dr. Terry Fisk, Council appointee to the Maitland Valley Conservation Authority, as the Township's representative to the Maitland Source Protection Authority Board for a three year term, January 1, 2011 to December 31, 2013.*

**Resolution Number: 3**

**Carried**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

**Monday, February 7, 2011**

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**F. DELEGATIONS, DEPUTATIONS, PETITIONS**

1. Roger Cook, Manager of Transit Services, Saugeen Mobility and Regions Transit  
Re: Specialized Transportation for the Mentally and Physically Challenged

Kathi Maskell, Mayor, Town of Hanover

Re: Correspondence regarding SMART, specialized transportation for the mentally and physically challenged

Mr. Cook appeared before Council to present information about Saugeen Mobility and Regional Transit, which provides specialized transportation for the mentally and physically challenged. This is an on demand public transit service for pre-registered clients. Clients call in when they need a ride to doctor's appointments, to go shopping or to family events. Group event trips are also available. This is a door to door service in both rural and urban areas. SMART has thirteen vehicles, mostly mini vans equipped for wheel chairs. The service is provided seven days a week from 6:00 a.m. to midnight. It is not an inexpensive service to operate. The service is funded by the partnering municipalities, user fees and gas tax refunds from the Ministry of Transportation, which Hanover holds in a reserve account. Like all transit services there is a baseline revenue number that must be achieved in order to have access to the MTO Gas Tax Reserve account. The baseline number does not change with additional partners. Municipal contributions are calculated annually with a 30% weighting applied to population and a 70% weighting applied to ridership. For the first year contributions would be based on population only. Wellington North's contribution would be approximately \$20,000. Currently the Mayors from partner municipalities sit on the Board.

**THE CORPORATION OF THE  
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**REGULAR MEETING OF COUNCIL**

**Monday, February 7, 2011**

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F. **DELEGATIONS, DEPUTATIONS, PETITIONS** (continued)

2. Dale Murray, Triton Engineering  
Re: Overview and New Sewer Use By-law

Mr. Murray was present to discuss the draft Sewer Use By-law. The Township is responsible for waste water treatment plants and the discharge from them. Discharge criteria have been tightened up. This by-law covers both waste water and storm sewers. Some changes include the need for dental offices to have amalgam separators, food waste grinders are prohibited and the possibility of pre-treatment facilities for some industries. A designated sewer officer needs to be appointed. Penalties are regulated through the provincial government. Pollution prevention is an important part of this by-law.

G. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS**

1. Works Committee  
- Minutes, January 25, 2011

**Moved by: Councillor Yake**  
**Seconded by: Councillor Lennox**

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Works Committee meeting held on January 25, 2011.*

**Resolution Number: 4**

**Carried**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

**Monday, February 7, 2011**

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G. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND  
RECOMMENDATIONS** (continued)

2. Fire Committee  
- Minutes, January 18, 2011

**Moved by: Councillor Goetz  
Seconded by: Councillor Burke**

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Fire Committee meeting held on January 18, 2011.*

**Resolution Number: 5**

**Carried**

- 2011 Fire Safety Requirements, Festivals, Special Events & Licences

**Moved by: Councillor Burke  
Seconded by: Councillor Goetz**

*THAT the Council of the Corporation of the Township of Wellington North defer for further review the draft Fire Departments Fire Safety Requirements for Festivals, Special Events & Licences Policy dated January 12, 2011 to be tabled at a future Council meeting.*

**Resolution Number: 6**

**Carried**

3. Recreation & Culture Committee  
- Minutes, February 1, 2011

**Moved by: Councillor Goetz  
Seconded by: Councillor Burke**

**THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation & Culture Committee meeting held on February 1, 2011.**

**Resolution Number: 7**

**Carried**

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**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

**Monday, February 7, 2011**

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G. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND  
RECOMMENDATIONS** (continued)

4. Economic Development Committee  
- Minutes, January 19, 2011

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Economic Development Committee meeting held on January 19, 2011.*

**Resolution Number: 8**

**Carried**

5. Finance Committee  
- Minutes, January 26, 2011

**Moved by: Councillor Lennox**

**Seconded by: Councillor Yake**

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Finance Committee meeting held on January 26, 2011.*

**Resolution Number: 9**

**Carried**

- Investment Report, December 31, 2010  
- Received as information

6. Building/Property Committee  
- Minutes, January 19, 2011

**Moved by: Councillor Yake**

**Seconded by: Councillor Lennox**

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Building/Property Committee meeting held on January 19, 2011.*

**Resolution Number: 10**

**Carried**

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**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

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H. **CORRESPONDENCE FOR COUNCIL'S INFORMATION AND  
DIRECTION**

1. Maitland Valley Conservation Authority  
Re: 2011 Priorities, Budget and Levy  
- Received as information
  
2. Grand River Conservation Authority  
Re: 2011 Budget and Levy Meeting  
- Received as information
  
3. Markham Waterloo Mennonite Conference (continued)  
Re: Approval for the Establishment of a Cemetery  
- Rezoning Approved by By-law, September 3, 2010  
- Site Plan Agreement Approved November 22, 2010

**Moved by: Councillor Lennox**  
**Seconded by: Councillor Yake**

***THAT the Council of the Corporation of the Township of Wellington North approve the request from the Markham Waterloo Mennonite Conference for the establishment of a .62 acre cemetery located at Part Lot 1, Concession 14 , Township of Wellington North (formerly West Luther Township).***

**Resolution Number: 11**

**Carried**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

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**I. BY-LAWS**

1. 8-11 Being a By-law to Authorize the Amendment of an Agreement between the Corporation of the City of Guelph and the Corporation of the Township of Wellington North (Fire Dispatch Service – Arthur Fire Department)

**Moved by: Councillor Goetz**

**Seconded by: Councillor Burke**

*THAT By-law Number 8-11 being a by-law to authorize the amendment of an agreement between the Corporation of the City of Guelph and the Corporation of the Township of Wellington North be read a First, Second and Third time and finally passed.  
(Fire Dispatch Service – Arthur Fire Department)*

**Resolution Number: 12**

**Carried**

**J. OTHER/NEW BUSINESS**

1. County of Wellington Planning and Land Division Committee  
Re: Comments for Consent Application Number B27/11

Council supported the application with the following conditions:

- Confirmation of the condition of the existing septic system must be provided to the building department
- A complete septic system design for the proposed severed lot must be provided to the building department for review
- Entrance is onto County Road #16, therefore the County must approve all entrances
- That the Owner satisfy the requirements of the local municipality in reference to parkland dedication

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**K. ITEMS FOR COUNCIL'S INFORMATION**

Dalton McGuinty, Premier of Ontario

- Correspondence received regarding Farm Tax Rebate Program and Managed Forest Tax Incentive Program

Carol Mitchell, Minister of Agriculture, Food and Rural Affairs

- Correspondence received regarding Property Tax Revenue and the Ontario Municipal Partnership Fund

Maitland Valley Conservation Authority

- Invitation to Annual Meeting, February 16, 2011 – 7:30 p.m. to 9:00 p.m.

Peter Hill Rowley

Thank you for Scholarship at Northern Lights Music Festival

**L. COUNCILLOR'S PRIVILEGE**

None tabled.

**M. NOTICE OF MOTION**

None tabled.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

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**N. CLOSED MEETING SESSION**

1. "Personnel" matter

**Moved by: Councillor Burke**

**Seconded by: Councillor Goetz**

*THAT Council go into a meeting at 8:19 p.m. that is closed to the public under subsections 239 (2) (d) of the Municipal Act, 2001*

*- to consider labour relations or employee negotiations*

**Resolution Number: 13**

**Carried**

**Moved by: Councillor Burke**

**Seconded by: Councillor Goetz**

*THAT Council rise from a closed meeting session at 9:06 p.m.*

**Resolution Number: 14**

**Carried**

**O. CONFIRMING BY-LAW**

**Moved by: Councillor Burke**

**Seconded by: Councillor Goetz**

*THAT By-law Number 9-11 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on February 7, 2011 be read a First, Second and Third time and finally passed.*

**Resolution Number: 15**

**Carried**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**REGULAR MEETING OF COUNCIL**

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P. **ADJOURNMENT**

**Moved by:** Councillor Burke

**Seconded by:** Councillor Goetz

*THAT the Regular Council meeting of February 7, 2011 be adjourned at 9:08 p.m.*

Resolution Number: 16

**Carried**

\_\_\_\_\_  
C.A.O./CLERK

\_\_\_\_\_  
MAYOR



# Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 West • Kenilworth • Ontario • N0G 2E0

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## REPORT

**TO:** Council

**FROM:** John W Jeffery – Treasurer

**DATE:** February 14, 2011

**RE:** The ONE Investment Program

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Beginning in 1992, with amendments to the Municipal Act, Ontario municipalities have been permitted to participate in joint municipal investment strategies. This allowed municipalities to pool their investments providing the opportunity to earn higher returns through access to larger, diversified, high-quality investment portfolios.

Local Authority Services Limited (a subsidiary of the Association of Municipalities of Ontario) and the CHUMS Financing Corporation (a subsidiary of the Municipal Finance Officers' Association of Ontario) both established investment pools in response to the 1992 amendments. In 1995, LAS and CHUMS combined their efforts to create a single professionally-managed investment program known as ONE - The Public Sector Group of Funds (commonly referred to as the "One Funds"). One historically offered a Money Market Portfolio and a Bond Portfolio, but an Equity Portfolio was added in 2007 and a Corporate Bond Portfolio in 2008.

The addition of the Corporate Bond and Equity portfolios were launched as a result of 2005 amendments to the Municipal Act Eligible Investment Regulation (O. Reg. 438/97) allowing municipalities to invest in Canadian equities and longer term Canadian corporate bonds. The regulation however offered access to these investment types only through The One Investment Program. Throughout 2006, One worked with a diverse committee of municipal investment practitioners to develop investment policies and operating guidelines for both the Equity and Corporate Bond Portfolios, and to select professional managers for the two new portfolios.

In February 2010 the Program was renamed "The One Investment Program". The program has continued to grow in recent years and now also welcomes investment from organizations within the broader Ontario public sector. Investors from the broader public sector include conservation authorities and municipal services boards, but the program is also available to hospitals and other segments of the MUSH sector.

Local government investment pools are not a new idea, with many having been established in jurisdictions across Canada. They have proven to be highly successful and popular investment and cash management tools for municipalities. Participation in such pools is, in fact, recognized as a recommended practice for achieving portfolio diversification and liquidity by the Government Finance Officers Association of the United States and Canada.

Since 1995, The One Investment Program has successfully met the needs of Ontario municipalities by providing safe and high-quality investment opportunities. Asset levels in One have ranged between \$300M and \$600M since inception, with recent investment balances (2009 and 2010) in the \$525-\$550M range. The Program provides professional investment services to almost 100 organizations, and throughout history performance has been competitive with the permitted alternative investments for Ontario municipalities.

All One Portfolios are governed by formal investment guidelines requiring that monies be invested only in instruments allowed under the Municipal Act, with additional restrictions being established by the guidelines. All portfolio guidelines are available for review on The One Investment Program website: [www.oneinvestmentprogram.ca](http://www.oneinvestmentprogram.ca)

One currently utilizes the professional investment services of McLean Budden for our Money Market, Bond, and Corporate Bond Portfolios, and Guardian Capital for our Equity Portfolio. Both organizations have tens of billions in assets under management and have a long track record of managing large multi-customer investment pools.

The investment guidelines and manager activities for each investment portfolio are monitored by One staff, an independent third-party investment consultant, as well as the One Advisory Committee, which is comprised primarily of senior public sector officials appointed by LAS and CHUMS. In addition, the program also receives periodic oversight from the MFOA/CHUMS and LAS Board of Directors comprised of municipal finance professionals, municipal administrators, and elected officials.

There is no requirement for municipalities to invest for a specified period of time in The One Investment Program; money can be invested, withdrawn or transferred at any time, although each of the Portfolios has been established with a certain investment duration in mind. If investment/redemption instructions are provided by 4:00 p.m. on any banking day, the funds are deposited or withdrawn, as the case may be on, the next banking day. The minimum transaction amount is \$5,000 for any Portfolio. There are no penalties or fees for deposit or withdrawal at any time.

As an added value, investors also have password protected access to their account balances through a secure portion of the One website. Portfolio balances and unit pricing are updated daily for each investor and account.



Investment fees for all invested monies are calculated on a daily basis based on the total balance held in the account, and all performance figures provided by One are always posted net of fees. Current One Investment Program annual fees are lower than any other available public sector investment pool, as follows:

- Money Market - 19 Basis Points
- Bond - 40 Basis Points
- Universe Corporate Bond - 45 Basis Points
- Equity Fund - 60 Basis Points

For the fees paid, each investor receives numerous benefits, including but not limited to:

- Professional money management
- Reduced risk through diversification and regular investment oversight
- Flexibility & liquidity of investments
- Accounting & performance reporting
- Legal costs for program related issues
- Regulatory compliance guarantee
- Lower brokerage costs

In 2010 Council adopted an investment policy and investment in “One Investment Program” (formerly ONE – the Public Sector Group of Funds) was listed as an authorized investment.

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**AMENDED AND RESTATED AGENCY AGREEMENT**

Dated as of March 1, 2010

Between

**AGENT**

and

**ELIGIBLE INVESTORS**

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## AMENDED AND RESTATED AGENCY AGREEMENT

This agreement dated as of March 1, 2010 is between

**CHUMS FINANCING CORPORATION and  
LOCAL AUTHORITY SERVICES LIMITED**  
as Agent

and

### ELIGIBLE INVESTORS

#### RECITALS

A. In 1999, CHUMS and LAS combined their efforts to act as agent for municipalities in connection with the investment of municipal and public sector funds in Ontario under an investment program now known as "The One Investment Program".

B. Pursuant to an Agency Agreement dated as of May 31, 1999, as amended (the "Original Agreement") various Investors appointed CHUMS and LAS as their agent for making such investments.

**FOR VALUE RECEIVED**, the parties agree that the Original Agreement is amended and restated as follows:

#### SECTION 1 - INTERPRETATION

**1.01 Definitions.** In this Agreement,

- a) **Agent** means both CHUMS and LAS acting together and any successor agent or agents appointed under Section 2.05 or CHUMS or LAS if it is a remaining entity under Section 2.03 or 2.04;
- b) **Agreement** means this amended and restated agency agreement, any Investment Mandate Schedules and any other schedules attached to this agreement from time to time as the agreement, the Investment Mandate Schedules or any of the other schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time;
- c) **Banking Day** means a day on which the Payment Servicer and the Custodian are open for business in Toronto, Ontario, other than a Saturday or a Sunday or a statutory holiday in Toronto, Ontario;
- d) **CHUMS** means CHUMS Financing Corporation and its successors;

- e) **Custodian** at any time means a financial institution which at such time has been approved by the Agent to provide custodial and other custody related services in connection with the Investment Program;
- f) **Eligible Investor** means, in respect of the Investment Program, a municipality, college, hospital, school board, or university, as defined under the *Municipal Act* or such other persons or classes of persons as may be prescribed under the *Municipal Act*, with which an Ontario municipality is permitted to enter into an agreement for the joint investment of money;
- g) **Investment Account** means with respect to an Investor an account maintained in the records of the Recordkeeper evidencing the Investor's percentage ownership interest in the investments made in accordance with an Investment Mandate;
- h) **Investment Counsel** means at any time one or more professional investment management firms registered in Ontario as portfolio managers, which at such time has been approved by the Agent to provide investment management services for an Investment Mandate;
- i) **Investment Mandate** means an investment mandate comprising the Investment Program as more particularly described in the relevant Investment Mandate Schedule;
- j) **Investment Mandate Schedule** means a schedule to this Agreement, as added, amended, deleted, supplemented, restated, renewed or replaced from time to time, describing a particular Investment Mandate including the objectives, eligible investments and such other information as the Agent considers necessary or desirable;
- k) **Investment Program** means an arrangement for joint investment carried on under the program name of "The One Municipal Investment Program" arranged by the Agent for use by the Investors;
- l) **Investment Program Agreements** means the agreements entered into, from time to time, by the Agent, as agent for the Investors, with the Custodian, the Payment Servicer, Valuator, Recordkeeper, Investment Counsel and such other persons as the Agent considers appropriate for the purpose of carrying out the objectives of the Investment Program and each Investment Mandate within the Investment Program;
- m) **Investment Program Committee** means the committee described in Section 2.02;
- n) **Investor** means an Eligible Investor which has received a duly executed notice from the Recordkeeper under Section 3.01(c) advising the Eligible Investor that it is an Investor and of its account number(s) and authorization code(s) and which has not ceased to be an Investor under Section 2.06 or Section 3.03;
- o) **LAS** means Local Authority Services Limited and its successors;
- p) **Municipal Act** means the *Municipal Act*, R.S.O. 1990, c. M.45, as amended from time to time.

- q) **Payment Servicer** means at any time a Canadian financial institution which at such time has been approved by the Agent to facilitate the transfer of assets of an Investor between an Investor's financial institution and an Investor's Investment Account;
- r) **Recordkeeper** means at any time an entity approved by the Agent from time to time to provide recordkeeping services in respect of the Investment Program including receiving and implementing Investor instructions, keeping records of Investor holdings and providing monthly reporting to Investors.
- s) **Valuator** means at any time an entity approved by the Agent from time to time to provide valuation services in respect of the Investors' Investment Accounts.

1.02 **Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.03 **Headings and Table of Contents.** The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and schedules, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.04 **Number and Gender.** Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.05 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

## SECTION 2 - AGENT

2.01 **Appointment of Agent, etc.** Each Investor irrevocably appoints and authorizes the Agent to take all action as an agent on its behalf and to exercise all powers and rights and to perform all duties and to enable Investors to invest money in accordance with the terms of this Agreement and the Investment Program Agreements together with all powers reasonably incidental thereto. In addition to the foregoing, each Investor agrees that CHUMS and LAS may enter into such agreements and arrangements and do all such things, whether as principal or agent, as may be necessary or desirable to facilitate payments for investments, maintenance of investments in respect of Investment Mandates and withdrawals from Investment Accounts.

2.02 **Investment Program Committee.** Each Investor authorizes the Agent to appoint from time to time an Investment Program Committee and, subject to any provision in this Agreement, to delegate to the Investment Program Committee any or all of the powers, rights and responsibilities of the Agent for the Investment Program under this Agreement. Subject to Sections 2.03 and 2.04, CHUMS and LAS shall each appoint an equal number of members. Each member must be a senior officer who is employed by an Ontario municipality, college, hospital, school board or university or another person agreed to by each of CHUMS and LAS.

2.03 **Resignation of Agent.** If either CHUMS or LAS becomes unwilling to continue to participate as Agent, the remaining entity shall continue as Agent and shall be responsible for the appointment of all of the members of the Investment Program Committee. The Agent may resign as agent at any time by giving at least 30 days prior written notice to each Investor specifying the date on which the resignation is to be effective and by giving notice in accordance with Section 5.08 to wind-up the Investment Program.

2.04 **Automatic Termination of CHUMS or LAS as Agent.** If:

- (a) CHUMS or LAS
  - (1) becomes unable, or admits, in writing, its inability to pay its debts generally as they become due,
  - (2) makes a general assignment for the benefit of creditors,
  - (3) files a notice of intention, voluntary petition in bankruptcy or a petition seeking liquidation, reorganization or an arrangement with creditors to take advantage of any insolvency or other law, or
  - (4) takes any action for the purpose of effecting any of the foregoing; or
- (b) any proceedings (other than proceedings which either CHUMS or LAS demonstrates to the satisfaction of the other to be frivolous or vexatious) are instituted by or against CHUMS or LAS seeking to adjudicate it as bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or applying for, consenting to or seeking the entry of an order for relief by, the appointment of a receiver, receiver and manager, receiver-manager, liquidator, sequestrator, custodian, trustee or similar agent or official for all or a substantial or significant part of its assets; or
- (c) any secured creditor, encumbrancer or lienor or any receiver, receiver and manager, receiver-manager, liquidator, sequestrator, custodian, trustee or similar agent or official appointed by or acting for any secured creditor, encumbrancer or lienor takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over, all or a substantial or significant part of the assets of CHUMS or LAS or gives notice of its intention to do any of the foregoing;

that party shall on the happening of such event be automatically terminated as Agent and no notice or other action shall be required on the part of CHUMS, LAS or any Investor to effect the termination of that party as Agent. If either CHUMS or LAS is terminated as Agent under this Section 2.04, the remaining entity shall remain the Agent and shall be responsible for the appointment of all the members of the Investment Program Committee.



2.05 **Successors.** The Agent may appoint a successor agent. When the successor agent accepts the appointment as Agent, the successor agent shall succeed to and become vested with all the rights, powers and responsibilities of the resigning agent, and the resigning agent shall be discharged from its responsibilities and obligations under this Agreement. After any resigning agent's resignation as Agent, this Agreement shall continue in effect for its benefit and for the benefit of the Investors in respect of any actions taken or omitted to be taken by the resigning agent while it was acting as the Agent.

2.06 **Termination of Agreement.** The Agent may terminate an Investor's right to request that investments be made and the right to maintain investments in accordance with an Investment Mandate by giving the Investor at least 30 days prior written notice of the termination date. As of the termination date, (a) the Investor receiving the notice may make no further investment requests and must promptly withdraw (in accordance with Section 5.05 and Schedule C and any other provisions from time to time relating to withdrawal of funds) all funds which it is entitled to withdraw and (b) the Investor is no longer an Investor for the purpose of this Agreement. The termination of an Investor as an Investor shall, as of the date of termination and subject to Section 2.07, terminate this Agreement between the Agent and the Investor. Such termination will not affect the Agreement as between the Agent and the remaining Investors.

2.07 **Obligations survive.** All obligations (whether contingent or matured, absolute or not) existing immediately before an Investor ceases to be an Investor under Section 3.03 or a termination under Section 2.06 shall survive such withdrawal or termination.

2.08 **No rights to assets.** None of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper or Investment Counsel shall have any beneficial or personal right, title or interest in or to the assets in any Investment Account, other than as specifically set out in an Investment Program Agreement or in the Investment Mandate Schedules.

### SECTION 3 - INVESTORS

3.01 **Becoming an Investor.** An Eligible Investor is an Investor in respect of the Investment Program when:

- (a) The person or persons authorized to execute this Agreement on behalf of the Eligible Investor has duly executed a counterpart to this Agreement;
- (b) The person or persons authorized to execute this Agreement on behalf of the Eligible Investor has completed all of the other necessary documents required by the Agent to become an Investor including, without limitation,
  - (1) an information sheet on the Eligible Investor,
  - (2) a certificate confirming passage and enforceability of a by-law substantially in the form of the sample by-law provided to the Eligible Investor by the Agent on behalf of The One Investment Program, and designating persons who are authorized to give investment, withdrawal or transfer instructions and confirming that all necessary

actions have been taken by the Eligible Investor to authorize such persons to give investment, withdrawal or transfer instructions,

- (3) a pre-authorized debit authorization letter from the Eligible Investor to its financial institutions and others; and
- (c) The Recordkeeper has notified the Eligible Investor that it is an Investor and of its account number(s) and authorization code(s).

3.02 **No obligation to invest.** An Investor has no obligation to invest in any Investment Mandate.

3.03 **Ceasing to be an Investor.** At any time at which an Investor has no investments or funds in its Investment Account(s) and has given no investment instructions it may, by notice to the Agent, cease to be an Investor.

3.04 **Representations and Warranties of Investor.** Each Investor represents and warrants to the Agent that,

- (a) the Investor has taken all actions necessary to authorize it to enter into this Agreement,
- (b) the Investor is authorized to make investments in accordance with any of the Investment Mandates which it has designated to either the Agent or the Recordkeeper as being Investment Mandates which it is authorized to invest, and any money which the Investor designates to be invested in an Investment Mandate is money which may be so invested in that Investment Mandate, and
- (c) the Investor has adopted a statement of its investment policies and goals in accordance with the applicable legislation and such policies and goals permit the Investor to invest in all investments which are eligible investments for municipalities under the *Municipal Act*.

The Investor shall be deemed to have repeated the representation and warranty in Section 3.04(a), (b) and (c) each time it issues investment instructions relating to any Investment Mandate. The Agent shall have no obligation to make any inquiry to confirm the truth or accuracy of any representation or warranty. The Agent shall not be liable for any loss or damages suffered by the Investor or any other person claiming through the Investor or any other Investor as a result of any act, including without limitation, the execution of this Agreement by a person purporting to have authority to act on the Investor's behalf.

3.05 **Limitation on liability.** The Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper and the Investment Counsel may, in their discretion, honour instructions purporting to be issued by an Investor given by telephone, facsimile or other electronic transmission, without the necessity of any verification or enquiry. None of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper or the Investment Counsel shall incur any liability to an Investor by reason of acting or not acting on or any error in such instructions, and the Investor shall indemnify and hold harmless each of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper and the Investment Counsel from any loss, cost, damage, or expense that any of them may suffer or incur by relying on such instructions.

3.06 **Addition of parties to this Agreement.** Eligible Investors may be added as parties to this Agreement from time to time after the date of this Agreement. Each of the Agent and the Investor agrees that this Agreement is binding on it regardless of when it became a party to this Agreement and the addition of other Eligible Investors as parties to this Agreement. Upon becoming an Investor, the Investor shall become a party to and shall be bound by this Agreement as if it had been an original party to this Agreement.

3.07 **List of Investors and Investor information.** The Agent will keep an up-to-date list of the names of Investors and may make the list available to Eligible Investors and other persons. The Agent shall ensure, to the best of its ability, the confidentiality of all other information pertaining to an Investor and the Investor's investments through the Investment Program whether the Investor continues to be an Investor or the Investor has ceased to be an Investor. This does not apply to information which is otherwise available to the public or to information which the Agent is required by law to disclose.

#### **SECTION 4 - THE CUSTODIAN, PAYMENT SERVICER, VALUATOR, RECORDKEEPER AND INVESTMENT COUNSEL**

4.01 **Authority.** Each Investor authorizes the Agent to enter into Investment Program Agreements, from time to time, as agent of the Investor.

4.02 **Custodian.** The Agent will not enter into an Investment Program Agreement with a Custodian unless at the time of entering into the Investment Program Agreement the Custodian is a Canadian chartered Schedule I bank or trust company registered under the laws of Ontario.

4.03 **Payment Servicer.** The Agent will not enter into an Investment Program Agreement with a Payment Servicer unless the Payment Servicer is a Canadian chartered Schedule I bank or other regulated Canadian financial institution.

4.04 **Valuator.** The Agent will not enter into an Investment Program Agreement with a Valuator unless the Valuator has satisfied the Agent of the ability of the Valuator to provide and maintain accurate valuation services for the Investment Accounts.

4.05 **Recordkeeper.** The Agent will not enter into an Investment Program Agreement with a Recordkeeper unless the Recordkeeper has satisfied the Agent of the ability of the Recordkeeper to provide and maintain accurate recordkeeping and instruction services.

4.06 **Investment Counsel.**

(a) **Registration.** The Agent will not enter into an Investment Program Agreement with an Investment Counsel unless the Investment Program Agreement requires the Investment Counsel to maintain at all times its status in Ontario as a registered portfolio manager while it is Investment Counsel for the Investment Program.

(b) **Insurance.** The Agent will not enter into an Investment Program Agreement with any Investment Counsel unless the Investment Program Agreement requires the Investment Counsel to maintain, in full force

5.07 **Default in payment.** If an Investor requests that an investment be made and

- (a) there are insufficient funds in the Investor's account at its financial institution to pay when due for the investment placed by the Investor through the Investment Program, or
- (b) the Investor's financial institution is insolvent or for any other reason the Investor provides no or insufficient funds to pay when due for the investment placed by the Investor through the Investment Program,

then the Investor, with respect to that investment, has no interest in the Investment Program or in any Investment Mandate or income relating thereto or proceeds thereof. The Investor agrees to indemnify the Agent, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper and the Investment Counsel, and to hold the Agent, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper and the Investment Counsel harmless from all losses and expenses (including interest, charges and any loss in value of the investment) incurred by the Agent, on its own account or on behalf of the Investor, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper or the Investment Counsel resulting from default or delay in payment. The Agent may assign its rights under this indemnity to any person. In addition, the Investor agrees to pay the Agent a fee in an amount set by the Agent from time to time as a fee payable in respect of any delay or default in payment for an investment whether as a result of Section 5.07(a) or Section 5.07(b). The Agent may authorize the debiting of the credit balance in an Investor's Investment Account and apply the amounts so debited toward the payment of amounts (whether absolute, contingent, matured or not) payable by the Investor under this Section 5.07.

5.08 **Wind-up of an Investment Mandate by Agent.** The Agent may, on at least 30 days prior written notice to all Investors, announce that it intends to discontinue an Investment Mandate, discontinue an Investment Mandate on the date set out in the notice. The Agent shall within five days of the date of discontinuance distribute the proceeds of the sale of the investments made in accordance with the Investment Mandate to those Investors with investments in the Investment Mandate to the extent of each Investor's percentage ownership interest at the time of discontinuance of the Investment Mandate.

## SECTION 6 - GENERAL

6.01 **Notice.**

(a) **Address for notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or facsimile (with follow-up mailed copy unless otherwise specified in this Agreement or in an Investment Mandate Schedule) to the addresses or facsimile numbers set out in the information sheets in respect of each Investor kept by the Agent and in the case of the Agent to:

The One Investment Program  
2169 Queen Street East, 2nd Floor  
Toronto, ON M4L 1J1  
Attention: Executive Vice-President, CHUMS  
Facsimile: (416) 362-9226

Changes to the addresses and facsimile numbers may be made in the manner set out in this Section 6.01.

(b) **Effective date.** Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day of delivery (or, if the day is not a Banking Day, on the next following Banking Day) or, if mailed, on the second Banking Day following the day in which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of mailing, any such notice or other communication shall be delivered and not sent by mail. If sent by facsimile before 5:00 p.m. Toronto, Ontario time on a Banking Day, the notice or other communication shall be deemed to have been received on that day, and if sent after 5:00 p.m. Toronto, Ontario time on a Banking Day, it shall be deemed to have been received on the Banking Day next following the date of transmission.

6.02 **No partnership or deemed agency.** The execution of this Agreement and the other arrangements with respect to the Investment Program are not intended to create and shall not be treated as having created a general or limited partnership, joint venture, corporation, joint stock company, investment trust or mutual fund, nor shall:

- (a) the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper nor Investment Counsel, or their respective agents and employees, except as provided in this Agreement, or
- (b) any other Investor,

under any circumstances be deemed the agent or representative of, or have the right to enter into any contract or commitment on behalf of, an Investor.

6.03 **No fiduciary duties.** The Agent shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Investors, or any other person, or any other obligation other than as specifically stated in this Agreement.

6.04 **No assignment.** No party may dispose of the whole or any part of its rights or obligations under this Agreement without the express written consent of the Agent except as may otherwise be provided for in this Agreement.

6.05 **Further action.** Each party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

6.06 **Benefit.** This Agreement shall enure to the benefit of and be binding upon each party and their respective successors and permitted assigns.

6.07 **Attornment.** Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

6.08 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement.

The parties have executed this Agreement.

CHUMS FINANCING CORPORATION

BY: \_\_\_\_\_  
Daniel Cowin, Executive Vice-President

LOCAL AUTHORITY SERVICES LIMITED

BY: \_\_\_\_\_  
Nancy Plumridge, President

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COUNTERPART OF THE AMENDED AND RESTATED AGENCY AGREEMENT  
DATED AS OF MARCH 1, 2010  
BETWEEN  
CHUMS FINANCING CORPORATION AND LOCAL AUTHORITY SERVICES LIMITED

- AND -

ELIGIBLE INVESTORS (AS DEFINED IN THE AGREEMENT)

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_  
ORGANIZATION: \_\_\_\_\_

## SCHEDULE A

### MONEY MARKET MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Money Market Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** The principal objective of the Money Market Mandate is to provide Investors with investments in highly-rated money market instruments permitted under the *Municipal Act*.
3. **Permissible Securities for Investments.** Funds invested in accordance with the Money Market Mandate will only be invested in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the Money Market Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Money Market Mandate.
5. **Time of Valuation.** The value of the investments made in accordance with the Money Market Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Money Market Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account effective on the last calendar day of each month. Income credited to an Investor's

Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Money Market Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.19 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the Money Market Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Money Market Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Money Market Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Money Market Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Money Market Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Money Market Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.



13. **Making a Withdrawal.**

- (a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Money Market Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Money Market Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.
- (c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide three Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) ***Instructions Irrevocable.*** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in the Money Market Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Investment Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

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## SCHEDULE B

### BOND MANDATE

1. **Definitions.** In this schedule
  - (a) *Agreement* means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) *Bank Account* means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Bond Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** The principal objective of the Bond Mandate is to provide Investors with investments in highly-rated fixed income and money market securities permitted under the *Municipal Act* with maturities generally less than or equal to five years.
3. **Permissible Securities for Investments.** Funds invested in accordance with the Bond Mandate will only be invested in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the Bond Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Bond Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the Bond Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Bond Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Bond Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.4 of one percent, on an annual basis, of the daily balance of the investment made in accordance with the Bond Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Bond Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Bond Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Bond Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Bond Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Bond Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

- (a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Bond Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Bond Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.
- (c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide three Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) ***Instructions Irrevocable.*** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in the Bond Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Investment Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

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## SCHEDULE C

### ISSUING INVESTMENT, WITHDRAWAL AND TRANSFER INSTRUCTIONS TO THE RECORDKEEPER

1. **Instructions.** An investor may issue investment, withdrawal and transfer instructions:
  - (a) by fax to the Recordkeeper between the hours of 8:00 a.m. (Toronto time) and 4:00 p.m. (Toronto time), or
  - (b) by such other means as the Agent may prescribe from time to time.
2. **Instructions to Recordkeeper.** All investment, withdrawal and transfer instructions issued by an Investor to the Recordkeeper under Section 1 (a) or (b) are irrevocable and the Investor shall be responsible for the accuracy of any instructions issued. All investment instructions issued to the Recordkeeper under Section 1(a) will be kept on file by the Recordkeeper.
3. **Execution by Recordkeeper.** Fax instructions issued to the Recordkeeper will be executed without prior confirmation by the Recordkeeper and the Investor accepts responsibility for all fax instructions which purport to have been given by the Investor whether or not such instructions were authorized. The Recordkeeper will not execute a transaction which does not include all the Investor Information (as defined below) and transaction information contained in Schedule 7.
4. **Instructions to Payment Servicer.** All fax instructions from Investors received by the Recordkeeper involving investments or withdrawals will be communicated by the Recordkeeper to the Payment Servicer for proper execution as may be required by the Payment Servicer in order to transfer the funds in accordance with the investment or withdrawal instructions of the Investors.
5. **Procedure for Issuing Instructions to Recordkeeper.** All fax instructions issued to the Recordkeeper, must include the following investor information:
  - (a) the name of the individual issuing the fax instructions as registered by the Investor and accepted by the Agent;
  - (b) the name of the Investor's organization as registered by the Investor and approved by the Agent; and
  - (c) the signature(s) of the authorized municipal officer(s) corresponding to the Investor's signature card as registered by the Investor.

**Failure by the representative of the Investor to provide via fax the Recordkeeper with the correct Investor Information will render any instructions given to the Recordkeeper by the representative of the Investor null and void.**

Investment instruction forms may be made available by the Agent on the Agent's website or by contacting the Agent.

6. **Transaction Information.** Where the Investor Information provided by the representative of the Investor to the Recordkeeper has been verified by the Recordkeeper as being correct, the Recordkeeper will identify from the fax, the type of transaction (i.e. "an investment" or "a withdrawal" or "a transfer to another Fund"). If the fax instructions are for:
  - (a) an investment, the Recordkeeper will require the following information to be provided:

- (i) the dollar amount of the investment;
  - (ii) the investment account name into which the investment will be made; and
  - (iii) banking information.
- (b) a withdrawal, the Recordkeeper will require the following information to be provided:
- (i) the dollar amount of the withdrawal or "ALL" if the instruction pertains to all monies belonging to the Investor in the Investment Program including any accrued earnings; and
  - (ii) the Investment Mandate from which the withdrawal is to be made.
- (c) a transfer to another Investment Mandate by the same Investor, the Recordkeeper will require the following information to be provided:
- (i) the dollar amount of the transfer or "ALL" if the instruction pertains to all monies belonging to the Investor in the Investment Program including any accrued earnings;
  - (ii) the Investment Mandate from which the transfer is to be made; and
  - (iii) the Investment Mandate to which the transfer will be made.
7. **Deemed Receipt by Recordkeeper.** Instructions issued by an Investor to the Recordkeeper shall be deemed to have been received by the Recordkeeper as soon as the Investor issuing the instructions has provided the Recordkeeper with all of the information set out in Section 6 above and they are brought to the attention of the officers of the Recordkeeper to whom they are addressed.

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## SCHEDULE D

### UNIVERSE CORPORATE BOND (UCB) MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the UCB Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide competitive rates of return by investing in a diversified, conservatively managed portfolio of bonds, debentures, promissory notes or other evidences of indebtedness of corporations, governments or agencies thereof or supranational organizations or agencies thereof, as permitted by applicable regulation from time to time.
3. **Permissible Securities for Investments.** Funds invested in accordance with the UCB Mandate will only be invested in securities that are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the UCB Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the UCB Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the UCB Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the UCB Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the UCB Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed .45 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the UCB Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the UCB Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the UCB Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the UCB Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.



13. **Making a Withdrawal.**

- (a) **Instruction Irrevocable.** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) **Time of Instructions.** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.
- (c) **Limits on Right to make Withdrawals.** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide ten Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) **Instructions Irrevocable.** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) **Transfers to Another Investment Mandate.** If the Investor has issued instructions to transfer funds from investment in the UCB Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Fund Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

## SCHEDULE E

### EQUITY MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Equity Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide superior long-term investment returns through capital growth and dividend yield by investing in a diversified, conservatively managed portfolio of equity securities issued by corporations, as permitted by applicable regulation from time to time.
3. **Permissible Securities for Investments.** Funds invested in accordance with the Equity Mandate will be invested only in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the Equity Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Equity Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the Equity Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Equity Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with the Equity Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account effective on the last calendar day of each month. Income credited to an Investor's

Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Equity Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.6 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the Equity Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Equity Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Equity Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Equity Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with to the Equity Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Equity Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

- (a) **Instruction Irrevocable.** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) **Time of Instructions.** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Equity Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Equity Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.
- (c) **Limits on Right to make Withdrawals.** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide ten Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) **Instructions Irrevocable.** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) **Transfers to Another Investment Mandate.** If the Investor has issued instructions to transfer funds from investment in accordance with the Equity Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Equity Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).



# Arthur Area Fire Department

103 Smith Street, P.O. Box 99, Arthur, Ontario N0G 1A0  
Ph: 519-848-3500 • Fax: 519-848-6656

## ARTHUR FIRE DEPARTMENT REPORT FOR JANUARY 2011

The Arthur Fire Department responded to six calls for assistance during the month of January 2011.

- 3 in Arthur Village - 1 Fire (Trash Compactor – Suspected Arson)  
- 2 Ambulance Assist
- 2 in Arthur Township - 1 M.V.C. (1 Vehicle)  
- 1 Fire (Steam vapours from barn)
- 1 in West Luther - 1 Ambulance Assist (Tractor ran over male)

There were four practices held in January. On January 5th the Fire Chief and sixteen firefighters attended; on January 12th the Fire Chief and twelve firefighters attended; on January 19th the Fire Chief and twelve firefighters attended; on January 26th the Fire Chief and eighteen firefighters attended.

On January 4th the Fire Chief and six firefighters attended the Wellington Dufferin Mutual Aid Association meeting held in Palmerston. A report was presented regarding Fire Service Training Records and Training Plans as per Ontario Standards.

The Fire Chief and twenty firefighters attended First Aid/CPR/Defibrillation recertification on January 8th.

One firefighter attended the Wellington County Training Officer's meeting held in Fergus on January 18th.

On January 18th the Fire Chief and the Acting Deputy Fire Chief attended a Fire Committee meeting.

The Fire Chief attended the Wellington County Fire Chief's meeting held in Palmerston on January 20th.

A Department meeting was held on January 31st with the Fire Chief and thirteen firefighters in attendance.

Jim Morrison  
Arthur Fire Chief

**Arthur Fire Department  
Fire Prevention Monthly Report  
January 2011**

Evac. Procedures.....	1
Telephones calls.....	42
Bus. & Personal Service.....	5
Residential.....	2
Assembly Occ.....	2
Misc.....	12
Industrial.....	1
Meetings.....	3
Complaint(s).....	1
Mercantile.....	7
Letters/reports.....	12
Institutional.....	1
Burn Permit.....	0
New Construction/Plan review.....	0
Occ. Permits.....	0
Extinguisher Training/talks.....	0
Inspections follow up.....	10
Pub. Ed.- lectures/tours.....	0



# MOUNT FOREST FIRE DEPARTMENT

Township of Wellington North

## MOUNT FOREST FIRE DEPARTMENT REPORT JANUARY 2011

The Mount Forest Fire Department responded to twelve calls for assistance during the month of January 2011.

- |                      |  |
|----------------------|--|
| 5 in Mount Forest    | - 4 Ambulance Assist (1 VSA, 2 Lift Assists and 1 Chest Pains) |
|                      | - 1 Sprinkler Burst and Alarm Sounding                         |
| 2 in Arthur Township | - 1 Snowmobile Accident  |
|                      | - 1 Truck Tires on Fire  |
| 3 in Southgate       | - 1 C.O. Alarm (False)   |
|                      | - 1 MVC - Hwy 6 and Grey Road 6                                |
|                      | - 1 Chimney Fire   |
| 2 in West Grey       | - 1 House Fire   |
|                      | - 1 Recall to House Fire                                       |

There were three meeting/practice sessions held during the month of January. On January 3<sup>rd</sup> sixteen members were present, on January 17<sup>th</sup> seventeen members were present and on January 31<sup>st</sup> fifteen members were present.

On January 4<sup>th</sup> five members attended the Wellington County Mutual Aid meeting in Palmerston. There was no January Mutual Aid meeting in Grey County.

Don Irvine, Training Officer, attended the Training Officers meeting in Fergus on January 18<sup>th</sup>.

On January 18<sup>th</sup>, the Chief and Deputy Chief attended the Fire Committee Meeting in Kenilworth.

The Chief and the Deputy Chief went to Palmerston for the Wellington County Chiefs Meeting on January 20<sup>th</sup>, 2011.

Jason Benn has taken over as the Fire Prevention Officer for Mount Forest, replacing Ian Wallace who retired in December 2010.

Respectfully Submitted,  
Ron MacEachern  
Mount Forest Fire Chief

**Mount Forest Fire Department  
Fire Prevention Monthly Report  
January 2011**

Evac. Procedures.....	0
Telephones calls.....	17
Bus. & Personal Service.....	3
Residential.....	2
Assembly Occ.....	0
Misc.....	10
Industrial.....	1
Meetings.....	1
Complaint(s).....	0
Mercantile.....	2
Letters/reports.....	4
Institutional.....	0
Burn Permit.....	0
New Construction/Plan review.....	0
Occ. Permits.....	0
Extinguisher Training/talks.....	0
Inspections follow up.....	0
Pub. Ed.- lectures/tours.....	0

A lot of work this month was going through files, cleaning up, organizing etc.



# **WATER/SEWER COMMITTEE MEETING**

## **February 8, 2011**

**Members:** Sherry Burke Chair  
Andy Lennox  
Melissa Irvine (absent)  
Barry Trood  
Gary Williamson

**Start: 8:30 am**                      **End: 10:45 am**

Minutes from the January 18/11 committee meeting were previously circulated and approved by Council

### **Business from Jan 18<sup>th</sup> meeting**

- Melissa obtained information regarding the request for the hiring of a co-op student. The range of pay would be between \$13 - \$15/hr and must be for a minimum of 10 weeks. The applicant requested working from May to the end of Dec in 2011. The committee decided not to proceed with hiring a co-op student at this time.
- Barry reported that we still have not received the rehab report from Well Initiatives regarding Well #3 in Mount Forest but that he will be meeting with Dwayne regarding Well #8 in Arthur and will follow up with him regarding the report.

### **1. Annual Water Reports**

Gary presented the information regarding the Annual Reports and Schedule 22 Reports that must be completed in accordance to the MOE regulations. The committee discussed the highlights of the reports and the Schedule 22 Reports will be forwarded to the next Council meeting for acceptance.

### **2. MOE Annual Inspection**

Gary asked Barry to review the MOE annual inspection procedure. The inspector was very impressed with the operation of our systems and commented on the detailed documentation kept by staff and how prepared we were for the inspection. We are waiting for the inspector's final report which we should receive later this month.

### **3. Spills & By-pass Reporting Pilot**

Gary updated the committee on the past history of the new reporting procedures and how it has been initiated through GRCA. A review meeting is scheduled for May 3<sup>rd</sup> that we should attend.

We participated in a conference call regarding the Pilot project at the Arthur Plant. Barry Trood, Dan Yake and I participated in the call. As the operator, Dan will be the one that will need to do the bypass reporting and the first report for the last quarter of 2010 is required by Feb 14<sup>th</sup>. He will confirm if he will report directly or through OCWA.

### **4. OCWA Reports**

Gary reviewed a sample of the monthly reports that we receive from OCWA for both the Arthur Plant and the Mount Forest Plant and gave a brief history of past reporting issues. OCWA representatives will be attending our March committee meeting to introduce themselves, summarize 2010 and review 2011 proposed plant budgets.

### **5. Staff Reports (see attached)**

### **6. Sewer Use By-law**

Dale Murray attended the Feb 7<sup>th</sup> Council meeting to review the draft Sewer Use By-law that will be used for the Arthur and Mount Forest plants. It will replace the 1991 by-law currently being used. The committee needs to set the timelines for reporting as set out in the by-law. It was decided that since Mellissa is our Compliance Analyst that she should be Designated Sewer Person shown in the by-law, who will receive the annual reports from those businesses affected by the new sewer by-law. The committee agreed that we should have an information meeting as soon as possible with Triton and those businesses affected by the new by-law. It was suggested that May 1, 2012 could be the compliance date which would give the businesses at least a year to comply with the new regulations.

## 9. Other Business

- One of the department operators will be off for at least a couple of months. Due to work load, Darin has been moved from the Roads Department back to the W/S Department now instead of in the Spring
- Well #8A has quit pumping and we expect it is a pump issue which is what happened to Well #8B last year. Well Initiatives has been called to initiate repairs in order to get the well back on-line asap.
- Barry indicated he is working with WNP to see if he can reduce our utility fees by changing our pumping procedures
- It was agreed that Barry and one other person should attend the ACE Water Convention in June
- Melissa and one staff member will be given the opportunity to attend the OMWA Convention
- A Source Water Protection seminar is being held on March 3<sup>rd</sup> which Barry and Melissa will be attending
- A Drinking Water Source Protection Municipal Workshop is being held on Mar 11<sup>th</sup> in Owen Sound which Andy will attend
- BM Ross will attend the March 7<sup>th</sup> Council meeting to present the final version of the Mount Forest Master Plan.
- Reminder that Triton is hosting the Public Meeting for the Arthur Master Plan on March 2<sup>nd</sup> at the Arthur Arena 6:30 – 8pm
- Just received a monitoring report from Bluewater Geoscience regarding the monitoring wells on Cork St. BM Ross will review the findings

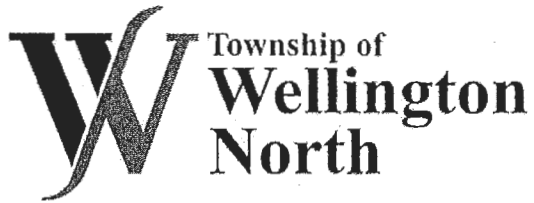
**Next Meeting: March 15<sup>th</sup> @ 8:30 am**

Water and Sewer Committee Meeting

Thursday, Feb., 8, 2011

Foreman Hi-lights (Jan 18-Feb 8)

- Conference call re: effluent dumping at Arthur (pilot project)
- Performance reviews were done
- Min. of Environment Inspections completed AV/MF (no problems for seen)
- Water main break Jan 25<sup>th</sup> confirmed at 380 Eliza St , break was repaired Jan 26<sup>th</sup>
- Health and Safety south end all good at buildings
- Service leak at agg grounds entrance at Newfoundland st. (split on ¾ " line just past main stop)
- Frozen water service at 107 Frederick st W (hooked to temp line)
- Frozen water service at 121 Frederick st W (pending)
- Snow removal at hydrant mf
- Sewer back up at 303 Egremont St. N (30.5 m out on town side)
- Installed new analyzers at well #5 Feb 4<sup>th</sup>
- New digital well level gauges installed at Well 8 AB
- Pump problems at Well 8A WI to check tomorrow
- Water main break in front of 231 Isabella St (Feb 7<sup>th</sup>)



**Arthur Drinking Water System  
Schedule 22 Summary Report for 2010**

**Prepared for: Members of Council**

Prepared by: Melissa Irvine  
Process Compliance Analyst  
January 14, 2011

## Arthur Drinking-Water System, 2010 Summary Report

### Introduction

Schedule 22 of O. Reg. 170/03 requires the preparation by the water system owner of a “Summary Report for Municipalities”. This requirement is applicable only to large and small municipal residential systems. The Arthur Water Supply System is categorized as a Large Municipal Residential Drinking Water System.

The Summary Report for the preceding year is to be issued by March 31 of the following year. Distribution of the Summary Report is a function of ownership. When a municipality owns a water supply, then all members of council are to receive this report. If owned by a municipal service board established under Section 195 of the Municipal Act, 2001 then all members of that board are to receive the report. And finally, where the water supply provides water to another municipality under a contract then the water supply owner shall give, by March 31, a copy of the Summary Report to the municipality being supplied.

The contents of the Summary Report for the municipalities must include the following:

1. A list of the requirements of the Safe Drinking Water Act and it’s Regulations that the water system failed to meet during the report period, including the duration of the failure.
2. A list of the requirements of the water system’s Certificate of Approval that the water system failed to meet during the report period, including the duration of the failure.
3. A list of any Orders that the water system failed to meet during the report time frame, including the duration of the failure.
4. For each of the above failures, a description of the measures taken to correct the failure.
5. A summary of the quantities and flow rates of water supplied “including monthly average, maximum daily flows and daily instantaneous peak flow rates.” (Information is to enable the owner to assess the capability of the water system to meet existing and future demand).
6. A statement that captures the comparison of the flow information to the rated capacity and flow rates approved in the water supply’s approval.

### Issues of Non-Compliance

The following table lists the requirements of the Act, Regulations, System Approval (s) and any Order that the system failed to meet at any time during this reporting period and the measures taken to correct each failure:

Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
O.Reg. 170/03	Schedule 10-adverse sample from Eliza St. blowoff. Results for E.coli and T.coli Non Detectable Overgrowth of Target Bacteria (NDOGT)	Aug. 03 to Aug. 13th	Flushed and Resampled until E.coli and T.coli result of zero in two consecutive samples	Closed
O.Reg. 170/03	Schedule 13-8, Sodium 25.1 mg/L MAC is 20 mg/L	Ongoing	None-it is naturally occurring	Ongoing

### Assessment of System Flows and Rates of Water Taking

The following table lists the quantities and flow rates of the water supplied during this reporting period, including monthly average and maximum daily flows, daily instantaneous peak flow rates and a comparison to the rated capacity and flow rates specified in the system approval:

Approved Volume (m<sup>3</sup>/day): 1965

Approved Flow Rate (L/sec): 22.7

Well 7b	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (l/sec)	% of Approved Flow Rate
January	70.2	3.57	207.69	10.56	29.16*	128.4*
February	79.14	4.02	370.58	18.85	21.49	94.6
March	495.09	25.19	992.95	50.53	21.28	93.7
April	463.72	23.5	1055.79	53.72	30.75**	135.4**
May	482.08	24.5	1267.83	64.52	21.26	93.6
June	413.84	21.1	1205.29	61.33	29.74*	131.0*
July	442.26	22.5	1231.56	62.67	21.88	96.3
August	533.10	27.1	1237.04	69.74	21.34	94.0
September	401.94	20.45	1152.4	58.6	21.42	94.3
October	294.62	14.99	989.93	50.4	21.40	94.2

<b>November</b>	368.39	18.75	728.80	37.09	19.37	85.33
<b>December</b>	359.4	18.2	915.66	46.5	21.59	95.1

\*Singer flow control valve maintenance

\*\*Back flushing the well

**Approved Volume (m3/day): 2261**

**Approved Flow Rate (L/sec): 26.2**

Well 8a	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
<b>January</b>	703.82	31.10	1039.53	45.97	22.53	85.99
<b>February</b>	725.03	32.06	936.04	41.39	22.77	86.90
<b>March</b>	275.61	12.19	1003.43	44.38	22.54	86.03
<b>April</b>	159.67	7.06	742.87	32.85	22.43	85.61
<b>May</b>	369.06	16.30	488.01	43.69	22.29	85.07
<b>June</b>	333.10	14.73	669.83	29.63	22.90	87.41
<b>July</b>	302.49	13.37	754.23	33.36	22.25	84.92
<b>August</b>	225.77	9.98	709.51	31.38	22.27	85.00
<b>September</b>	293.32	12.97	706.27	31.24	22.83	87.13
<b>October</b>	317.65	14.04	733.50	32.44	22.70	86.60
<b>November</b>	260.07	11.50	620.18	27.43	29.27*	110.0*
<b>December</b>	250.06	11.06	699.20	30.09	21.73	82.90

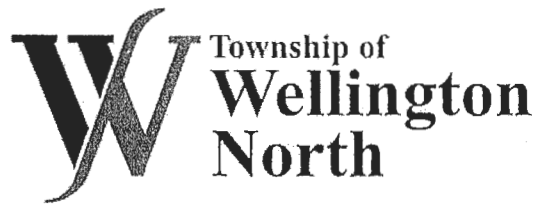
\*Singer flow control valve maintenance

**Approved Volume (m3/day): 2261**

**Approved Flow Rate (L/sec): 26.2**

Well 8b	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
<b>January</b>	126.92	5.61	943.80	41.74	21.54	82.20
<b>February</b>	3.03	0.1	35.92	0.1	21.44	81.83
<b>March</b>	154.37	6.8	813.93	35.99	21.38	81.60
<b>April</b>	320.01	14.15	679.40	30.04	21.54	82.21
<b>May</b>	227.03	10.04	578.37	25.58	21.61	82.48
<b>June</b>	317.49	14.04	90740	40.13	61.64	82.59
<b>July</b>	293.57	12.98	813.63	35.98	21.55	82.25
<b>August</b>	299.34	13.24	1252.97	55.41	21.75	83.00
<b>September</b>	312.44	13.82	721.30	31.90	21.67	82.70
<b>October</b>	320.25	14.16	732.63	32.40	21.66	82.67
<b>November</b>	290.49	12.84	617.18	27.29	21.69	82.79
<b>December</b>	263.86	11.67	615.14	27.21	21.44	81.83





**Mount Forest Drinking Water System  
Schedule 22 Summary Report for 2010**

**Prepared for: Members of Council**

Prepared by: Melissa Irvine  
Process Compliance Analyst  
January 14<sup>th</sup>, 2011

## **Introduction**

Schedule 22 of O. Reg. 170/03 requires the preparation by the water system owner of a "Summary Report for Municipalities". This requirement is applicable only to large and small municipal residential systems. The Mount Forest Water Supply System is categorized as a Large Municipal Residential Drinking Water System.

The Summary Report for the preceding year is to be issued by March 31 of the following year. Distribution of the Summary Report is a function of ownership. When a municipality owns a water supply, then all members of council are to receive this report. If owned by a municipal service board established under Section 195 of the Municipal Act, 2001 then all members of that board are to receive the report. And finally, where the water supply provides water to another municipality under a contract then the water supply owner shall, give by March 31 a copy of the Summary Report to the municipality being supplied.

The contents of the Summary Report for the municipalities must include the following:

1. A list of the requirements of the Safe Drinking Water Act and it's Regulations that the water system failed to meet during the report period, including the duration of the failure.
2. A list of the requirements of the water system's Certificate of Approval that the water system failed to meet during the report period, including the duration of the failure.
3. A list of any Orders that the water system failed to meet during the report time frame, including the duration of the failure.
4. For each of the above failures, a description of the measures taken to correct the failure.
5. A summary of the quantities and flow rates of water supplied "including monthly average, maximum daily flows and daily instantaneous peak flow rates." (Information is to enable the owner to assess the capability of the water system to meet existing and future demand).
6. A statement that captures the comparison of the flow information to the rated capacity and flow rates approved in the water supply's approval.

## **Issues of Non-Compliance**

The following table lists the requirements of the Act, Regulations, System Approval (s) and any Order that the system failed to meet at any time during this reporting period and the measures taken to correct each failure:

Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
None				

### Assessment of System Flows and Rates of Water Taking

The following tables list the quantities and flow rates of the water supplied during this reporting period, including monthly average and maximum daily flows, daily instantaneous peak flow rates and a comparison to the rated capacity and flow rates specified in the system approvals. The rated capacities are found both in the Permit to Take Water (PTTW) and the Certificate of Approval (CofA). In January 2010, the CofA capacity for well #3 was decreased. The lower well #3 capacity is due to actual performance issues that have arisen during the past few years and the subsequent recommendation from Burnside to throttle that well.

**Approved Volume (m<sup>3</sup>/day): 1964 (PTTW)**

**Approved Flow Rate (L/sec): 22.7 (PTTW)**

Well 3	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	330.89	16.84	592.03	30.1	18.2	80.1
February	325.96	16.59	728.72	37.1	18.29	80.5
March	294.30	14.98	558.58	28.4	18.32	80.7
April	244.10	12.42	583.05	29.7	18.81	82.9
May	297.73	15.16	573.68	29.2	23.21	102.00 <sup>1</sup>
June	32.75	0.02	293.52	14.9	18.81	82.8
July	255.54	13.01	526.92	26.8	15.79	69.5
August	287.32	14.63	549.44	27.9	15.75	69.3
September	215.66	10.98	504.52	25.7	15.70	69.1
October	268.49	13.67	696.91	35.48	15.75	69.38
November <sup>2</sup>	262.02	13.34	262.02	13.34	15.60	68.7
December <sup>3</sup>	0	0	0	0	0	0

<sup>1</sup>Anomaly caused by back flushing the system

<sup>2</sup>Well only ran for 1 day in November, then shut down/offline for well rehabilitation

<sup>3</sup>Well Offline for month of December for rehabilitation

Approved Volume (m3/day): 1137 (CofA)

Approved Flow Rate (L/sec): 18.95 (CofA)

Well 3	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	330.89	17.46	592.03	52.06	18.2	96.04
February	325.96	17.20	728.72	64.09	18.29	96.50
March	294.30	15.53	558.58	49.13	18.32	96.67
April	244.10	12.88	583.05	51.27	18.81	99.26
May	297.73	15.71	573.68	50.04	23.21	122.00 <sup>1</sup>
June	32.75	0.02	293.52	25.81	18.81	99.26
July	255.54	13.48	526.92	46.34	15.79	83.3
August	287.32	15.16	549.44	48.32	15.75	83.11
September	215.66	11.38	504.52	44.37	15.70	82.84
October	268.49	14.17	696.91	61.29	15.75	83.11
November <sup>2</sup>	262.02	13.83	262.02	23.04	15.60	82.32
December <sup>3</sup>	0	0	0	0	0	0

<sup>1</sup>Anomaly caused by back flushing the system<sup>2</sup>Well only ran for 1 day in November, then shut down/offline for well rehabilitation<sup>3</sup>Well Offline for month of December for rehabilitation

Approved Volume (m3/day): 1964 (PTTW &amp; CofA)

Approved Flow Rate (L/sec): 22.7 (PTTW &amp; CofA)

Well 4	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	371.10	13.8	591.40	30.1	18.14	79.9
February	303.71	15.5	520.53	26.5	18.16	80.0
March	300.91	15.3	592.41	30.1	18.29	80.5
April	334.51	170.0	587.51	29.9	18.28	80.5
May	346.21	17.6	860.48	43.8	18.26	80.4
June	356.82	18.2	565.64	28.8	18.10	79.7
July	277.03	14.1	618.53	31.5	18.26	80.4
August	321.03	16.3	798.50	40.6	20.91	92.1
September	462.59	23.6	1231.71	62.7	18.10	79.7
October	319.63	16.2	621.39	34.6	18.30	80.6
November	454.74	21.6	740.90	37.7	18.37	80.9
December	393.20	20.0	665.90	33.9	18.21	80.2

Approved Volume (m3/day): 3929 (PTTW & CofA)

Approved Flow Rate (L/sec): 45.4 (PTTW & CofA)

Well 5	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	395.86	10.1	756.46	19.2	42.55	93.7
February	231.36	5.8	471.32	11.9	42.21	92.9
March	380.60	9.6	615.25	15.6	44.78	98.6
April	412.16	10.4	1105.11	28.1	43.36	95.5
May	426.82	10.8	845.11	21.5	41.53	91.5
June	519.03	13.2	1093.03	27.9	43.31	95.4
July	226.05	13.3	1302.12	33.1	44.53	98.1
August	570.08	14.5	944.26	24.0	42.18	92.9
September	339.37	8.6	804.20	20.4	42.30	93.1
October	496.96	12.6	1296.23	32.9	42.29	93.1
November	545.03	13.8	1160.40	29.5	42.01	92.5
December	570.39	14.5	982.62	25.0	42.17	92.8

Approved Volume (m3/day): 3928 (PTTW & CofA)

Approved Flow Rate (L/sec): 45.4 (PTTW & CofA)

Well 6	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	366.88	9.3	629.83	16.0	24.03	52.9
February	297.15	7.5	559.12	14.2	23.93	52.7
March	278.50	7.0	456.99	11.6	24.69	54.3
April	294.94	7.5	582.21	14.8	24.46	53.9
May	311.43	7.9	724.94	18.4	24.56	53.9
June	484.79	12.3	917.91	23.3	24.56	53.9
July	481.02	12.2	825.53	21.0	24.55	54.0
August	430.63	10.9	919.42	23.4	23.90	52.6
September	485.82	12.3	1528.58	38.9	24.82	54.7
October	387.98	9.8	763.31	19.4	24.41	53.7
November	454.24	11.5	748.39	19.0	23.38	51.5
December	493.50	12.5	763.08	19.4	22.79	50.2



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RECEIVED

FEB 7 2011

TWP. OF WELLINGTON NORTH

February 4, 2011

To: All Municipal Councils  
Attn: CAO's and Clerks  
Re: 2011 Draft Budget Information

Dear Sir/Madam,

Please find enclosed one copy of the proposed 2011 final budget information for the Saugeen Valley Conservation Authority. The information remains in "draft" until the approval of the Board of Directors at a meeting to be held on March 10, 2011.

Also included is a levy distribution table outlining the total general levy payable by each municipality upon approval of the budget by the Board of Directors.

For your information, there is also a budget fact sheet outlining the salient changes in the budget between 2010 and 2011.

This package is forwarded to you at this time so that Council may confer with their representative (s) on the Board of Directors prior to the vote on the budget at the March meeting. The required 30 day review period is considered to have commenced as of the mailing of this correspondence.

Should any questions arise please contact the undersigned.

Yours Sincerely,

Laura Molson  
Manager, Accounting

cc: Board of Directors

Conservation  
Through  
*Cooperation*

A MEMBER OF



Conservation  
ONTARIO  
*Nature's Champions*

# Draft Budget 2011



Board of Directors Meeting January 21, 2011

**SAUGEEEN VALLEY CONSERVATION AUTHORITY  
SUMMARY  
2011**

	SOURCES OF FUNDING									
	2010 BUDGET	PROPOSED 2011 BUDGET	PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	USER FEES/RENTALS	OTHER	RESERVES	SURPLUS
OPERATIONS - GENERAL LEVY	1,788,941	1,940,759	145,459	10,000	51,849	1,382,269	296,177		55,005	
OPERATIONS - NON GENERAL LEVY	1,032,822	1,249,161					1,249,161			113,965 <sup>1</sup>
CAPITAL PROJECTS:										
WATER MANAGEMENT	258,220	283,595	136,798		146,798					
RECREATIONAL PROPERTIES	35,250	42,300				7,500			34,800	
ADMINISTRATION	1,535,000	476,790				10,000			466,790	
<b>SUB-TOTAL</b>	<b>4,650,233</b>	<b>3,992,605</b>	<b>282,257</b>	<b>10,000</b>	<b>198,647</b>	<b>1,399,769</b>	<b>1,545,337</b>	<b>0</b>	<b>556,595</b>	<b>113,965</b>
SOURCE PROTECTION PLANNING <sup>2</sup>	2,408,960	1,965,625	1,965,625							
<b>TOTAL</b>	<b>7,059,193</b>	<b>5,958,230</b>	<b>2,247,882</b>	<b>10,000</b>	<b>198,647</b>	<b>1,399,769</b>	<b>1,545,337</b>	<b>0</b>	<b>556,595</b>	<b>113,965</b>

- Notes:
1. Non-General Levy surplus to be put into appropriate reserve for future capital reinvestment into those programs.
  2. Source Protection Planning Fiscal Year is April 1, 2010 - March 31, 2011.



SAUGEEN VALLEY CONSERVATION AUTHORITY  
 PROPOSED OPERATIONS BUDGET (GENERAL LEVY PROGRAMS)  
 2011

PROGRAM	2010 BUDGET	PROPOSED 2011 BUDGET	SOURCES OF FUNDING					
			PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	USER FEES/RENTALS	RESERVES
<b>ADMINISTRATION</b>	469,996	531,525	2,814			428,403	85,309	15,000
<b>FLOOD CONTROL</b>								
Flood Warning System	169,286	177,638	88,819			84,319	4,500	
Operation of Recreational Dams	1,633	1,718			859	859		
<b>WATER MANAGEMENT</b>								
Flood Control Structures	97,418	107,198	49,701		50,990	2,148		4,359
Water Quality	97,118	100,626				100,626		
<b>ENVIRONMENTAL PLANNING &amp; REGULATIONS</b>	410,690	465,022	4,125			255,911	169,340	35,646
<b>GEOGRAPHICAL INFORMATION SYSTEMS</b>	77,932	85,335				84,335	1,000	
<b>COMMUNITY RELATIONS</b>								
Information	179,705	188,846		7,000		179,846	2,000	
Education	67,970	72,853		3,000		42,525	27,328	
<b>LAND MANAGEMENT</b>								
Non-Revenue Parks & Program Coordination	147,737	155,863				149,663	6,200	
Property (General)	69,455	54,134				53,634	500	
<b>TOTAL PROGRAM OPERATIONS</b>	<b>1,788,941</b>	<b>1,940,759</b>	<b>145,459</b>	<b>10,000</b>	<b>51,849</b>	<b>1,382,269</b>	<b>296,177</b>	<b>55,005</b>

**SAUGEEN VALLEY CONSERVATION AUTHORITY**  
**PROPOSED OPERATIONS BUDGET (PROGRAMS NOT SUPPORTED BY GENERAL LEVY)**  
**2011**

PROGRAM	2010 BUDGETED REVENUE	PROJECTED 2011 REVENUE	PROJECTED 2011 EXPENSES	PROJECTED 2011 SURPLUS	APPROVED DISPOSITION OF SURPLUS
<b>LAND MANAGEMENT</b>					
Revenue Parks:					
Bruceedale C.A.	75,130	73,690	44,290	29,400	To Saugeen Parks Reserve
Durham C.A.	181,490	173,800	173,800	0	
Saugeen Bluffs C.A.	179,600	190,100	190,100	0	
Rental Houses	9,835	9,870	8,870	1,000	To House Repairs Reserve
Agricultural Lands	7,500	8,600	8,100	500	To Agricultural Lands Reserve
Motor Pool	154,000	295,000	285,880	9,120	To Motor Pool Reserve
<b>FOREST MANAGEMENT</b>					
Authority Forests	142,000	165,066	165,066	0	
Grey Bruce Forestry Services	384,500	447,000	373,055	73,945	To Forest Management Reserve
<b>SUB-TOTAL NON GENERAL LEVY PROGRAMS</b>	<b>1,134,055</b>	<b>1,363,126</b>	<b>1,249,161</b>	<b>113,965</b>	
<b>SOURCE PROTECTION PLANNING <sup>1</sup></b>					
Source Protection Planning	1,349,550	1,080,758	1,080,758	0	Funded by Provincial Government
Technical Studies & Grant Programs	1,059,410	884,867	884,867	0	Funded by Provincial Government
<b>SUB-TOTAL SOURCE PROTECTION PLANNING</b>	<b>2,408,960</b>	<b>1,965,625</b>	<b>1,965,625</b>	<b>0</b>	
<b>TOTAL NON GENERAL LEVY PROGRAMS</b>	<b>3,543,015</b>	<b>3,328,751</b>	<b>3,214,786</b>	<b>113,965</b>	

Note:

1. Source Protection Planning Fiscal Year is April 1, 2010 - March 31, 2011.

**SAUGEEN VALLEY CONSERVATION AUTHORITY  
PROPOSED CAPITAL PROJECTS BUDGET  
2011**

PROGRAM	2010 BUDGET	PROPOSED 2011 BUDGET	SOURCES OF FUNDING					COMMENTS
			PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	RESERVES	
<b>WATER MANAGEMENT PROJECTS</b>								
Durham Ice Management	24,420	24,420	12,210		12,210			
Lake Huron Centre for Coastal Conservation	10,000	10,000			10,000			
Water Management Signs Replacement	5,800	5,800	2,900		2,900			
Walkerton Dyke Repairs	40,000	50,000	25,000		25,000			
Lockerby Dam Works	9,000	9,000	4,500		4,500			
Durham (Moffats) Ice Works	70,000	70,000	35,000		35,000			
Durham Upper Dam Repairs	74,000	89,375	44,688		44,688			
Inverhuron Flood Control Repairs	25,000	25,000	12,500		12,500			
<b>Sub-Total</b>	<b>258,220</b>	<b>283,595</b>						
<b>RECREATIONAL PROPERTIES</b>								
Signage-Stoney Island, Vamey, Kinghurst, McBeath	3,250	1,500					1,500	Saugeen Parks Reserve
Warning Systems-Parks	11,000	0						
Durham CA-Entrance Upgrades	10,500	0						
Bruce Dale Forest Cleanup	2,500	0						
Trail Systems-Hazard tree assesment/removal	5,000	0						
Headquarters CA-Woodshop insulation	3,000	3,000					3,000	Carryforward of 2010 project
Bruce Dale CA-Gravel Roads	0	1,800					1,800	Power Camp Reserve
Saugeen Bluffs CA-Hydro Repairs	0	5,000					5,000	Saugeen Parks Reserve
Durham CA-Hydro Upgrades	0	5,000					5,000	Saugeen Parks Reserve
Saugeen Parks-Picnic Tables	0	1,700					1,700	Saugeen Parks Reserve
Durham CA-Roofing Shower Building	0	5,000					5,000	Saugeen Parks Reserve
Durham CA-Roofing Main Washroom	0	5,000					5,000	Saugeen Parks Reserve
Durham CA-Highway Signs	0	1,800					1,800	Saugeen Parks Reserve
Non Revenue Parks-Trail Upgrades	0	2,500			2,500			
Durham CA-West End Washroom	0	5,000			5,000			
HQCA-Waterline Replacement	0	5,000					5,000	Administration Building Reserve
<b>Sub-Total</b>	<b>35,250</b>	<b>42,300</b>						
<b>ADMINISTRATION PROJECTS</b>								
HQ Resource Centre - Entrance	10,000	0						
Sale of Lands	10,000	5,000					5,000	Administration Building Reserve
Administration Building Expansion	1,500,000	406,290					406,290	Administration Building Reserve
Signage for Formosa Office	0	3,000					3,000	Administration Building Reserve
Biennial Tour	0	5,000					5,000	Working Capital Reserve
Hazardous Materials Building-Formosa	0	10,000					10,000	Working Capital Reserve
Sewer Hook Up (Part Cost)-Formosa	0	22,500					22,500	Working Capital Reserve
IT Equipment	0	10,000				10,000		
Document Scanning	15,000	15,000					15,000	Land Management Reserve
<b>Sub-Total</b>	<b>1,535,000</b>	<b>476,790</b>						
<b>TOTAL - APPROVED PROJECTS</b>	<b>1,828,470</b>	<b>802,685</b>	<b>136,798</b>	<b>0</b>	<b>146,798</b>	<b>17,500</b>	<b>501,590</b>	<b>0</b>

**SAUGEEN VALLEY CONSERVATION AUTHORITY  
PROPOSED 2011 GENERAL LEVIES**

		2009 for 2010						
		Current Value	2009 for 2010 CVA	CVA Based				
	% in	Assessment (CVA)	(Modified) in	Apportionment	2010 Actual	2011 Proposed	2011 \$ Increase	% Incr Levy
Municipality	CA	(Modified)	Watershed	Percentage	General Levy	General Levy	Over 2010	
Arran-Elderslie	48	540,692,726	259,532,508	2.5722	\$ 34,297.86	\$ 35,950.07	\$ 1,652.21	4.817
Brockton	100	853,048,517	853,048,517	8.4544	\$ 113,245.11	\$ 118,287.94	\$ 5,042.83	4.453
Chatsworth	49	625,798,747	306,641,386	3.0391	\$ 39,950.05	\$ 42,485.44	\$ 2,535.39	6.346
Grey Highlands	31	1,396,191,927	432,819,497	4.2896	\$ 57,742.99	\$ 59,990.00	\$ 2,247.01	3.891
Hanover	100	731,364,268	731,364,268	7.2484	\$ 96,057.06	\$ 101,406.81	\$ 5,349.75	5.569
Howick	8	256,374,941	20,509,995	0.2033	\$ 3,006.47	\$ 3,074.51	\$ 68.04	2.263
Huron-Kinloss	57	1,061,526,731	605,070,237	5.9968	\$ 80,132.40	\$ 83,886.17	\$ 3,753.77	4.684
Kincardine	100	1,886,638,629	1,886,638,629	18.6982	\$ 244,614.47	\$ 261,676.84	\$ 17,062.37	6.975
Minto Town	36	734,552,326	264,438,837	2.6208	\$ 35,152.91	\$ 36,630.72	\$ 1,477.81	4.204
Morris-Turnberry	5	291,684,163	14,584,208	0.1445	\$ 2,454.25	\$ 2,504.03	\$ 49.78	2.028
Saugeen Shores	100	2,148,168,683	2,148,168,683	21.2902	\$ 277,299.05	\$ 297,958.64	\$ 20,659.59	7.450
South Bruce	99	449,683,564	445,186,728	4.4122	\$ 58,988.97	\$ 61,705.69	\$ 2,716.72	4.605
Southgate	94	609,811,533	573,222,841	5.6811	\$ 75,624.85	\$ 79,468.01	\$ 3,843.16	5.082
Wellington North	33	1,122,759,029	370,510,480	3.6721	\$ 49,451.24	\$ 51,345.93	\$ 1,894.69	3.831
West Grey	100	1,178,217,229	1,178,217,229	11.6771	\$ 157,707.21	\$ 163,398.15	\$ 5,690.94	3.609
			<b>10,089,954,044</b>	<b>100.00</b>	<b>\$ 1,325,724.88</b>	<b>\$ 1,399,768.95</b>	<b>\$ 74,044.07</b>	<b>5.5852</b>



## 2011 Draft Budget Fact Sheet

### 1. Total Budget Comparison 2010-2011

	2010	2011
Total Budget	7,059,191	5,958,230
Less: SWP	2,408,960	1,965,625
Less: Building	1,500,000	406,290
Effective Budget	3,150,231	3,586,315
% Change 2010-2011	13.84%	

### 2. General Levy 2010-2011

	2010	1,325,724		
	2011	1,399,769		
Difference		74,045	or	5.59%

\*Cost per \$100,000/current value assessment

	2010	\$13.45	/100,000	
	2011	\$13.87	/100,000	
Difference		\$0.42	/100,000	

\*\*Cost per Capita (population of 77,735)

	2010	\$17.15	/capita	
	2011	\$18.01	/capita	
Difference		\$0.86	/capita	

### 3. Items affecting the increase in General Levy in 2011

1. Salaries & Benefits	28,645
2. Increased Operating Costs-Formosa	43,780
3. Increase in Capital Items	17,500
4. Decrease in available grant	16,296
5. Decrease in use of reserves to offset levy	6,000
6. Decrease in Levy Program Operating Expenses*	- 7,540
7. Increase in user fees	- 18,140
8. Reallocating Administration Expenses to Revenue Producing Areas	- 12,496
	74,044

\* Includes increase in levy for \$10,000 for strategic plan implementation.

4. Sources of Funding Comparison 2010-2011 (less Building & SWP)

	2010	% of Total	2011	% of Total
Province				
Operating	155,117	4.92%	145,459	4.06%
Capital	124,110	3.94%	136,798	3.81%
Donations	25,000	0.79%	10,000	0.28%
Special Levy	182,819	5.80%	198,647	5.54%
General Levy	1,325,724	42.08%	1,399,769	39.03%
User Fees	1,191,748	37.83%	1,545,337	43.09%
Other	-	0.00%	-	0.00%
Reserves	145,713	4.63%	150,305	4.19%
	<u>3,150,231</u>		<u>3,586,315</u>	

5. Use of Local Money for Conservation

Program	Total Program Cost/ \$100,000 of Assessment	General Levy Portion/ \$100,000 of Assessment
Community Relations	1.87	1.78
Education	0.72	0.42
Land Use Planning	4.61	2.54
GIS Services	0.85	0.84
Non Revenue Parks & Land Mgmt	1.54	1.48
Property Management	0.54	0.53
Water Management	1.08	0.03
Water Quality	1.00	1.00
Flood Warning	1.76	0.84
Administration	5.27	4.25
SVCA Forestry	1.64	-
Grey Bruce Forestry Services	3.70	-
Campgrounds	4.05	-
Motor Pool	2.83	-
Ag Land Management	0.08	-
Rental Homes	0.09	-
Capital Water Projects	2.81	-
Capital Land Projects	0.42	0.07
Capital Administrative Projects	4.50	0.10
	<b>\$39.35</b>	<b>\$13.87</b>



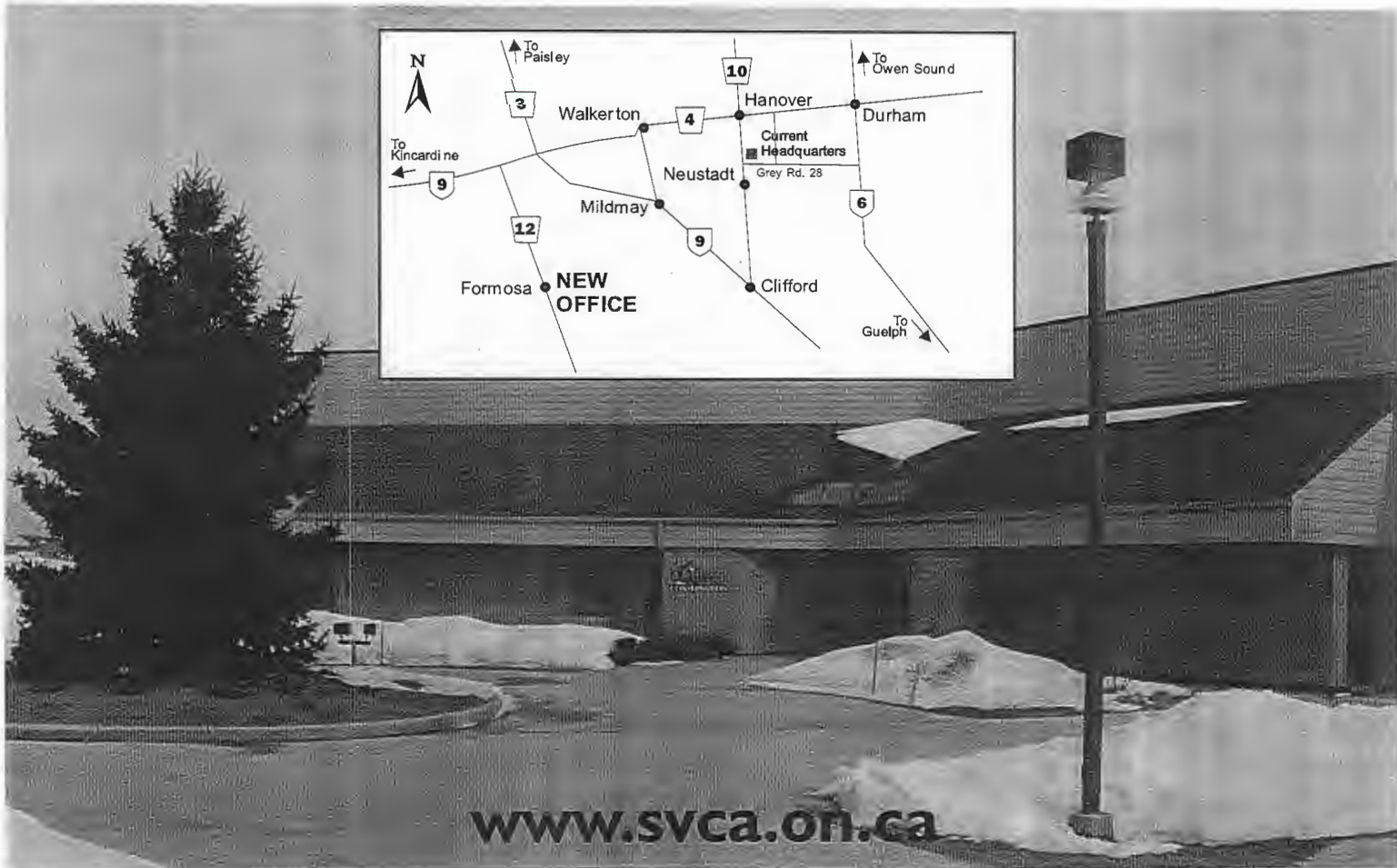
**SAUGEEN**  
**CONSERVATION**

WE'RE  
PUTTING DOWN ROOTS  
IN OUR NEW LOCATION!

1078 Bruce Rd. 12, P.O. Box 150  
Formosa ON N0G 1W0  
Tel 519-367-3040  
Fax 519-367-3041

**We will be open for business in our new location on  
Monday, January 17, 2011**

Please note: Email addresses and website remain the same.





**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 10-11**

**BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF WELLINGTON (THE "CORPORATION") TO ENTER INTO THE AGENCY AGREEMENT, AS DEFINED HEREIN, BETWEEN CHUMS FINANCING CORPORATION AND LOCAL AUTHORITY SERVICES LIMITED, AS AGENT, AND ELIGIBLE INVESTORS WITH RESPECT TO "THE ONE INVESTMENT PROGRAM" AND TO AUTHORIZE THE TREASURER TO EXECUTE THE NECESSARY DOCUMENTS FROM TIME TO TIME FOR THAT PURPOSE.**

**WHEREAS** the *Municipal Act* provides that the power of a municipality to invest money includes the power to enter into an agreement with any other municipality, school board, college, university, hospital or such other person or classes of them as may be prescribed by regulation for the joint investment of money by those parties or their agents;

**AND WHEREAS** the Corporation proposes to enter into a restated Agency Agreement dated as of March 1, 2010 (the "Agency Agreement") between CHUMS Financing Corporation, a duly incorporated wholly-owned subsidiary of the Municipal Finance Officers' Association of Ontario, and Local Authority Services Limited, a duly incorporated wholly-owned subsidiary of the Association of Municipalities of Ontario, as Agent, and Eligible Investors, and defined therein, to permit the Corporation to be an investor through "The One Investment Program" for joint investments as set out in the various schedules to the Agency Agreement (the "Portfolios");

**AND WHEREAS** the Council of the Corporation deems it to be in the interest of the Corporation to enter into the Agency Agreement and to enroll in one or more of the One Investment Program Portfolios;

**AND WHEREAS** the Treasurer has stated, pursuant to the statement appended hereto, that the investment guidelines of the Agent comply with the Corporation's investment policies and goals;

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. The Agency Agreement is hereby authorized substantially in the form made available to the Council at its meeting held on the 14th day of February, 2011
2. The Treasurer is hereby authorized and directed to enter into and execute the Agency Agreement and any other necessary documents, including without limitation, enrolment documents and documents in connection with payment services for the Portfolios, and to do anything necessary or desirable, initially and on an ongoing basis, on behalf of the Corporation, to give effect to the purpose, and the Treasurer is hereby authorized to affix the corporate seal of the Corporation to the Agency Agreement and any other documents which are necessary or desirable to give effect to the Agency Agreement or to the purpose.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 14<sup>TH</sup> DAY OF FEBRUARY, 2011.***

---

**RAYMOND TOUT,  
MAYOR**

---

**LORRAINE HEINBUCH,  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

# REPORT OF LIVESTOCK VALUER

Report to be completed in full, giving particulars of evidence observed.  
 Please print legibly. OMAFRA will not reimburse for incomplete reports.

43 km

"livestock" means cattle, fur-bearing animals, goats, horses, rabbits, sheep or swine.

"poultry" includes game birds where the game birds are kept pursuant to a licence under the Fish and Wildlife Conservation Act, 1997.

I, G. Fleunelling Valuer of  
 livestock and poultry do hereby report that on or about the 8<sup>th</sup> day of Feb. 2011,  
 the following damages to livestock occurred as set out below.

### OWNER INFORMATION

Name of Owner of Livestock/Poultry <u>Nicole Heath</u>	
Mailing Address <u>R.R.# 1 Conn</u>	Postal Code <u>N6G1N0</u>
Location (include Lot, Concession, Municipality)	911 gate # <u>9539</u>
Telephone # <u>(519) 323-3641</u>	Farm Business Registration #

### FINDINGS - INJURY / KILL - BOX 1

Time: 1 a.m. / ~~p.m.~~ Comments: owner went to look them up & found the dead ones  
 Description of livestock / poultry damaged - check appropriate findings found the dead ones

<input checked="" type="checkbox"/> Throat / neck injuries or wounds	<input checked="" type="checkbox"/> Head / neck / jaw / spine broken or damaged
<input type="checkbox"/> Legs under animal or animal in upright position	<input type="checkbox"/> Lying in unnatural position or posture
<input checked="" type="checkbox"/> Puncture wounds with bruising	<input type="checkbox"/> Carcass dragged away from kill area <u>(a couple were)</u>
<input type="checkbox"/> Signs of struggle	<input type="checkbox"/> Bites on hind legs
<input type="checkbox"/> Evidence animal was sick / starving / diseased	<input checked="" type="checkbox"/> Blood trails in area
<input type="checkbox"/> Poisonous plants / limited pasture	<input type="checkbox"/> Evidence of birth within past 72 hours
<input type="checkbox"/> Other (explain) .....	<input type="checkbox"/> Other (explain) .....

Comments:

I have found evidence, to the best of my knowledge and belief, that shows the livestock/poultry in question has been killed or injured by a predator. **[Proceed to complete remaining boxes.]**

OR

There was insufficient evidence to make a finding due to deterioration or lack of carcass remains

Died of natural cause, sickness or disease

Scavenged only - did not die from predation

[Proceed to Box 6]

### IDENTIFICATION OF PREDATOR - BOX 2

<input type="checkbox"/> Hindquarters / sides bitten or chewed	<input checked="" type="checkbox"/> Internal organs / ribs / fatty tissue eaten
<input checked="" type="checkbox"/> Wool scattered, carcass ripped apart	<input checked="" type="checkbox"/> Multiple carcasses
<input checked="" type="checkbox"/> Very little of carcass eaten <u>one was</u>	<input type="checkbox"/> Claw marks on flanks, shoulders
<input type="checkbox"/> Tracks present - type: .....	<input type="checkbox"/> Hide mostly in one piece - not ripped into pieces
<input type="checkbox"/> Predator stools - type, size, colour, content (specify): .....	<input type="checkbox"/> Other findings (specify) .....

I have found evidence, to the best of my knowledge and belief, that shows the:

predator responsible for the damage was a (circle one): Coyote Wolf Dog

damage was caused by dog owned or habitually kept on premises of owner of livestock and/or poultry.

### PHOTOGRAPHS - BOX 3

Attach photographs (3 - 6) of injured or killed livestock or poultry to indicate attack site, wounds and other pertinent evidence.

**RISK ASSESSMENT - Check applicable item**

- Current regional predation risk is:  High  Moderate  Low
- Regional incidence of predation is:  Increasing  Stable  Decreasing
- Comments: .....
- Predation on this farm is:  1st incident  1 claim / year  2 claims / year  >2 claims / year
- Previous predation history. Dates: *from 1/3/11* .....
- Describe actions **taken** by producer to decrease likelihood of predation since last claim
 

<input type="checkbox"/> Improved fencing	<input type="checkbox"/> Obtained guard animal
<input checked="" type="checkbox"/> Penning livestock at night	<input checked="" type="checkbox"/> Lighting yards
<input type="checkbox"/> Birthing in protected area	<input type="checkbox"/> Smell or noise deterrents
<input type="checkbox"/> Other: .....	
- Trapping / hunting
 

Are predators being hunted / trapped on farm  Yes (Date last caught) ..... No

Are there preventive hunting / trapping (e.g. spring) activities on farm  Yes  No

**FARM MANAGEMENT - Check applicable Item**

- Herd / Flock size: *90* .....
- Run as one herd / flock:  YES  NO
- Livestock are:  Healthy  Diseased  Sick
- Location of kill / injury:
 

Barnyard	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Pasture - near buildings	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Pasture - distant	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Terrain of site: <input checked="" type="checkbox"/> Open pasture	<input type="checkbox"/> Scrub bush	<input type="checkbox"/> Wooded
	<input type="checkbox"/> Swamp nearby	<input type="checkbox"/> Hilly
- Stock inspected daily:  YES  NO (How often / by whom) .....
- Stock running at large (on unenclosed land / highway):  YES  NO
- Stock confined at night:  YES  NO (If no, where) small pasture / barnyard / other .....
- Fencing:
 

	<u>Individual Pasture</u>	<u>Perimeter Fence</u>
Acreage:	<i>2.0</i> .....	.....
Maintenance (circle one):	Good / Fair / Poor	<u>Good</u> / Fair / Poor
- Guard animal:  Dog - breed .....  Donkey  Llama
- Noise / smell repellents, etc. deterrents used (specify): .....
- Other preventive measures used (specify): *extra lighting + penning at night* .....
- Waste disposal method
 

Collected	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Buried	<input checked="" type="checkbox"/> YES (how deep) .....	<input type="checkbox"/> NO
Composted	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Other (specify) .....		
Afterbirth disposed	<input type="checkbox"/> YES	<input type="checkbox"/> NO
- Owner will implement the following to reduce further predation:
 

<input type="checkbox"/>	Improve fencing - repair / block entry points / addition of electric strands
<input type="checkbox"/>	Protect newborns - special penning / predator proof nursery / birthing area
<input type="checkbox"/>	Add guard animals or other deterrents
<input checked="" type="checkbox"/>	Light yards / night penning
<input type="checkbox"/>	Husbandry changes (specify) .....
<input type="checkbox"/>	Predator removal (specify what, when, how often) .....
<input type="checkbox"/>	Other (specify) .....

I have found that the owner:

- had taken** reasonable measures to prevent predation
- had not taken** reasonable measures to prevent predation

**VALUATION - BOX 5**

REFER TO LIVESTOCK / POULTRY CATEGORIES AND CURRENT MARKET VALUES INFORMATION BELOW

1. Producer has livestock insurance YES NO  
 2. Insurance policy reviewed by valuer YES NO

I value the said livestock and / or poultry, having due regard to the maximum amounts of compensation as set out in the regulations passed under the *Livestock, Poultry and Honey Bee Protection Act* (or by a by-law of this municipality), and hereby award the following compensation:

Species*	Live weight (lb or kg)	Market Price (lb or kg)	Add'l value over market**	Compensation Awarded
<i>4 Hens</i>	<i>80 lb</i>	<i>2.00</i>		<i>4x 2.00 =</i>
TOTAL COMPENSATION:				<i>\$ 640.00</i>

\* Indicate newborn (N) if less than one-month old.

\*\*For bred, purebred or high quality animals, animals must have physical identification, such as an ear tag or tattoo, that corresponds to written records. Copies of records, supporting the additional award, must be attached to this report.

**VALUER AFFIDAVIT - BOX 6**

To the best of my belief and knowledge, the findings in this report are complete and accurate

*G. Flewelling*  
 Signature of valuer  
*519-323-9953*  
 Telephone number  
*evening*  
 Best time to telephone  
*Feb. 9/11*  
 Date

**LIVESTOCK/POULTRY CATEGORIES AND CURRENT MARKET VALUES**

Please use exact wording under "TERM TO USE" when completing Report of Livestock Valuer form

1. Categories			SPECIES	TERM TO USE	DEFINITIONS
SPECIES	TERM TO USE	DEFINITIONS	Rabbits	Rabbit	all ages and sexes Note: Minimum \$20, not to exceed \$1000 per year per owner
Cattle	<b>Calf</b>	0-6 months	Sheep	<b>Lamb</b>	0-6 months
	<b>Steer / Heifer</b>	6-24 months		<b>Yearling</b>	6-18 months
	<b>Cow</b>	>24 months - includes heifers > 24 months		<b>Ewe</b>	> 18 months
	<b>Bull</b>	>24 months - includes steers > 24 months	Swine	<b>Ram</b>	> 18 months
Goats	<b>Goat</b>	all ages and sexes		<b>Swine</b>	Includes all ages and sexes
Horses	<b>Foal</b>	< 6 months	2. <b>Current Market Values - Information Sources</b>		
	<b>Horse</b>	all ages > 6 months	Ontario Farmer magazine - Market News Page		
Poultry	<b>Chicken</b>	all types, report total weight	Ontario Livestock Exchange		
	<b>Duck</b>	all types, report total weight	Market Information Line		
	<b>Goose</b>	all types, report total weight	Ontario Cattlemen's Association 519-824-9161		
	<b>Turkey</b>	all types, report total weight	Ontario Sheep Marketing Agency 519-836-0043		
Note: Ratites (emu, ostrich, rhea), swans are not covered under the Act. Claims must be 25 kg or 55 lb. minimum, not to exceed \$1000 per year per owner.			3. <b>Guard Animals</b>		
			Guard dogs are generally not herding or hunting dogs nor house pets. Guard dogs remain with the livestock and are bonded to the animals. Generally they are specific breeds that have been bred for this purpose. For example: Grand Pyrenees, Komondor. Include breed when reporting a guard dog. Please do not record pets, herd or hunting dogs unless they truly are used in a guarding capacity.		

# REPORT OF LIVESTOCK VALUER

Report to be completed in full, giving particulars of evidence observed.  
 Please print legibly. OMAFRA will not reimburse for incomplete reports.

**COPY**

"livestock" means cattle, fur-bearing animals, goats, horses, rabbits, sheep or swine.  
 "poultry" includes game birds where the game birds are kept pursuant to a licence under the Fish and Wildlife Conservation Act, 1997.

I, Y. Filimilky Valuer of  
 livestock and poultry do hereby report that on or about the 13th day of Dec. 2011  
 the following damages to livestock occurred as set out below.

### OWNER INFORMATION

Name of Owner of Livestock/Poultry <u>Nicole Nichole Heath</u>	
Mailing Address <u>R.R.#1 Conn</u>	Postal Code <u>N0G 1N0</u>
Location (include Lot, Concession, Municipality)	911 gate # <u>9539 sdrd 13</u>
Telephone # <u>(519) 323-3641</u>	Farm Business Registration #

### FINDINGS - INJURY / KILL - BOX 1

Time: 3-6 a.m. / ~~p.m.~~ Comments: .....

Description of livestock / poultry damaged - check appropriate findings.

<input checked="" type="checkbox"/> Throat / neck injuries or wounds	<input checked="" type="checkbox"/> Head / neck / jaw / spine broken or damaged
<input type="checkbox"/> Legs under animal or animal in upright position	<input checked="" type="checkbox"/> Lying in unnatural position or posture
<input checked="" type="checkbox"/> Puncture wounds with bruising	<input checked="" type="checkbox"/> Carcass dragged away from kill area
<input checked="" type="checkbox"/> Signs of struggle	<input checked="" type="checkbox"/> Bites on hind legs
<input type="checkbox"/> Evidence animal was sick / starving / diseased	<input checked="" type="checkbox"/> Blood trails in area
<input type="checkbox"/> Poisonous plants / limited pasture	<input type="checkbox"/> Evidence of birth within past 72 hours
<input type="checkbox"/> Other (explain) .....	<input type="checkbox"/> Other (explain) .....

Comments:

I have found evidence, to the best of my knowledge and belief, that shows the livestock/poultry in question has been killed or injured by a predator. [Proceed to complete remaining boxes.]

OR

There was insufficient evidence to make a finding due to deterioration or lack of carcass remains

Died of natural cause, sickness or disease

Scavenged only - did not die from predation

[Proceed to Box 6]

### IDENTIFICATION OF PREDATOR - BOX 2

<input checked="" type="checkbox"/> Hindquarters / sides bitten or chewed	<input checked="" type="checkbox"/> Internal organs / ribs / fatty tissue eaten
<input checked="" type="checkbox"/> Wool scattered, carcass ripped apart	<input checked="" type="checkbox"/> Multiple carcasses
<input type="checkbox"/> Very little of carcass eaten	<input checked="" type="checkbox"/> Claw marks on flanks, shoulders
<input checked="" type="checkbox"/> Tracks present - type: <u>coyote</u>	<input type="checkbox"/> Hide mostly in one piece - not ripped into pieces
<input type="checkbox"/> Predator stools - type, size, colour, content (specify):	<input type="checkbox"/> Other findings (specify)

I have found evidence, to the best of my knowledge and belief, that shows the:

predator responsible for the damage was a (circle one): Coyote      Wolf      Dog

damage was caused by dog owned or habitually kept on premises of owner of livestock and/or poultry.

### PHOTOGRAPHS - BOX 3

Attach photographs (3 - 6) of injured or killed livestock or poultry to indicate attack site, wounds and other pertinent evidence.

**RISK ASSESSMENT - Check applicable item**

1. Current regional predation risk is:  High  Moderate  Low
  2. Regional incidence of predation is:  Increasing  Stable  Decreasing
- Comments: .....
3. Predation on this farm is:  1st incident  1 claim / year  2 claims / year  >2 claims / year
  4. Previous predation history. Dates: .....
- Describe actions **taken** by producer to decrease likelihood of predation since last claim
- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Improved fencing           | <input type="checkbox"/> Obtained guard animal     |
| <input checked="" type="checkbox"/> Penning livestock at night | <input checked="" type="checkbox"/> Lighting yards |
| <input type="checkbox"/> Birthing in protected area            | <input type="checkbox"/> Smell or noise deterrents |
| <input type="checkbox"/> Other: .....                          |  |
5. Trapping / hunting
- Are predators being hunted / trapped on farm  Yes (Date last caught) ..... No
- Are there preventive hunting / trapping (e.g. spring) activities on farm  Yes  No

**FARM MANAGEMENT - Check applicable item**

1. Herd / Flock size: ..... <sup>100</sup>
2. Run as one herd / flock:  YES  NO
3. Livestock are:  Healthy  Diseased  Sick
4. Location of kill / injury:
 

Banyard	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Pasture - near buildings	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Pasture - distant	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Terrain of site:  Open pasture  Scrub bush  Wooded  Swamp nearby  Hilly
5. Stock inspected daily:  YES  NO (How often / by whom) .....
6. Stock running at large (on unenclosed land / highway):  YES  NO
7. Stock confined at night:  YES  NO (If no, where) small pasture / banyard / other .....
8. Fencing:
 

	<u>Individual Pasture</u>	<u>Perimeter Fence</u>
Acreage:	.....	.....
Maintenance (circle one):	Good / Fair / Poor	<u>Good</u> / Fair / Poor
9. Guard animal:  Dog - breed .....  Donkey  Llama
10. Noise / smell repellents, etc. deterrents used (specify): .....
11. Other preventive measures used (specify): .....
12. Waste disposal method
 

Collected	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Buried	<input type="checkbox"/> YES (how deep) .....	<input type="checkbox"/> NO
Composted	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Other (specify) .....

Afterbirth disposed  YES  NO
13. Owner will implement the following to reduce further predation:
 

<input checked="" type="checkbox"/>	Improve fencing - repair / block entry points / addition of electric strands
<input type="checkbox"/>	Protect newborns - special penning / predator proof nursery / birthing area
<input type="checkbox"/>	Add guard animals or other deterrents
<input checked="" type="checkbox"/>	Light yards / night penning
<input type="checkbox"/>	Husbandry changes (specify) .....
<input type="checkbox"/>	Predator removal (specify what, when, how often) .....
<input type="checkbox"/>	Other (specify) .....

I have found that the owner:

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <b>had taken</b> reasonable measures to prevent predation     |
| <input type="checkbox"/>            | <b>had not taken</b> reasonable measures to prevent predation |

**VALUATION - BOX 5**

REFER TO LIVESTOCK / POULTRY CATEGORIES AND CURRENT MARKET VALUES INFORMATION BELOW

1. Producer has livestock insurance YES NO  
 2. Insurance policy reviewed by valuer YES NO

I value the said livestock and / or poultry, having due regard to the maximum amounts of compensation as set out in the regulations passed under the *Livestock, Poultry and Honey Bee Protection Act* (or by a by-law of this municipality), and hereby award the following compensation:

Species*	Live weight (lb or kg)	Market Price (lb or kg)	Add'l value over market**	Compensation Awarded
Shetland	65-75	2.00		
6 ewes	X \$150.-			900.-
TOTAL COMPENSATION:				\$ 900.-

\* Indicate newborn (N) if less than one-month old.

\*\*For bred, purebred or high quality animals, animals must have physical identification, such as an ear tag or tattoo, that corresponds to written records. Copies of records, supporting the additional award, must be attached to this report.

**VALUER AFFIDAVIT - BOX 6**

To the best of my belief and knowledge, the findings in this report are complete and accurate

G. Flewelling  
 Signature of valuer  
519-323-9953  
 Telephone number  
evening  
 Best time to telephone  
Jan. 13/11  
 Date

**LIVESTOCK/POULTRY CATEGORIES AND CURRENT MARKET VALUES**

Please use exact wording under "TERM TO USE" when completing Report of Livestock Valuer form

1. Categories			SPECIES	TERM TO USE	DEFINITIONS
<u>SPECIES</u>	<u>TERM TO USE</u>	<u>DEFINITIONS</u>			
Cattle	<b>Calf</b>	0-6 months	Rabbits	Rabbit	all ages and sexes
	<b>Steer / Heifer</b>	6-24 months	Note: Minimum \$20, not to exceed \$1000 per year per owner		
	<b>Cow</b>	>24 months - includes heifers > 24 months	Sheep	<b>Lamb</b>	0-6 months
	<b>Bull</b>	>24 months - includes steers > 24 months		<b>Yearling</b>	6-18 months
Goats	<b>Goat</b>	all ages and sexes		<b>Ewe</b>	> 18 months
Horses	<b>Foal</b>	< 6 months		<b>Ram</b>	> 18 months
	<b>Horse</b>	all ages > 6 months	Swine	<b>Swine</b>	Includes all ages and sexes
Poultry	<b>Chicken</b>	all types, report total weight	2. <b>Current Market Values - Information Sources</b>		
	<b>Duck</b>	all types, report total weight	Ontario Farmer magazine - Market News Page		
	<b>Goose</b>	all types, report total weight	Ontario Livestock Exchange		
	<b>Turkey</b>	all types, report total weight	Market Information Line		
Note: Ratites (emu, ostrich, rhea), swans are not covered under the Act. Claims must be 25 kg or 55 lb. minimum, not to exceed \$1000 per year per owner.			Ontario Cattlemen's Association 519-824-9161		
			Ontario Sheep Marketing Agency 519-836-0043		
			3. <b>Guard Animals</b>		
			Guard dogs are generally not herding or hunting dogs nor house pets. Guard dogs remain with the livestock and are bonded to the animals. Generally they are specific breeds that have been bred for this purpose. For example: Grand Pyrenees, Komondor. Include breed when reporting a guard dog. Please do not record pets, herd or hunting dogs unless they truly are used in a guarding capacity.		



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 11-11**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE  
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON  
FEBRUARY 14, 2011.**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5(3) and 130.

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), 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 Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law.

**NOW THEREFORE** the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. That the action of the Council at its Regular Meeting held on February 14, 2011 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 14TH DAY OF FEBRUARY, 2011.**

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**RAYMOND TOUT,  
MAYOR**

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**LORRAINE HEINBUCH  
CHIEF ADMINISTRATIVE OFFICER/CLERK**

## MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, February 22, 2011	Works Committee	8:00 a.m.
Tuesday, February 22, 2011	Fire Committee	7:00 p.m.
Wednesday, February 23, 2011	Building/Property Committee	9:00 a.m.
Wednesday, February 23, 2011	Economic Development Committee	4:30 p.m.
Monday, March 7, 2011	Regular Council	7:00 p.m.
Tuesday, March 15, 2011	Water/Sewer Committee	8:30 a.m.
Tuesday, March 15, 2011	Fire Committee	7:00 p.m.
Wednesday, March 16, 2011	Economic Development Committee	4:30 p.m.
Monday, March 21, 2011	Regular Council	7:00 p.m.

**The following accessibility services can be made available to residents upon request with two weeks notice:**

**Sign Language Services – Canadian Hearing Society – 1-800-668-5815**

**Documents in alternate forms – CNIB – 1-866-797-1312**