

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
DECEMBER 3, 2018 – FOLLOWING THE 2:00 P.M. INAUGURAL MEETING
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

DISCLOSURE OF PECUNIARY INTEREST

O ' CANADA

ADOPTION OF MINUTES OF COUNCIL

- Regular Council Meeting of November 19, 2018 001

BUSINESS ARISING

DEPUTATIONS

- Silvana Sangiuliano 038
- Impact of Marijuana

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Recreation & Culture Committee, November 20, 2018 050
- b. Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee Meeting #77, June 22, 2018 055

2. FINANCE

- a. Report TR2018-015 being a report on the FCM Green Municipal Fund Agreement 059
- b. Report TR2018-16 being a report on the Ministry of Municipal Affairs / Ministry of Housing Financial Indicator Review 064
- c. Cheque Distribution Report, November 27, 2018 070

3. BUILDING

- a. Report CBO 2018-18 Building Permit Review Period Ending October 31, 2018 072

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2018-36 Invest Well Program 075
- b. Report EDO 2018-37 Downtown – Main Street Revitalization 118

5. OPERATIONS

- a. Report OPS 2018-026 – Drinking Water Quality Management System (DWQMS) – 2018 Management Review Minutes 120
- b. Ontario Good Roads Association 129
 - Nominations for Board of Directors

6. ADMINISTRATION

- a. Report CLK 2018-050 being a report on the Licensing and Retail Sale of Cannabis 132
- b. Report CLK 2018-051 being a report on the legalization of recreational use and cultivation of cannabis 147

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| c. Report CLK 2018-052 being a report on Consent Application B117-18 being Part Lot 4, Concession 9 formerly West Luther, now the Township of Wellington North | 150 |
| d. Report 2018-053 being a report on Committee Appointments | 156 |

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION****CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION****NOTICE OF MOTION****COMMUNITY GROUP MEETING PROGRAM REPORT****BY-LAWS**

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| a. By-law Number 105-18 being a by-law to repeal By-law 035-18 being a by-law to appoint a Director of Operations | 160 |
| b. By-law Number 107-18 being a by-law to authorize the execution of a Combined Loan and Grant Agreement Green Municipal Fund (GMF) Project Number 15982 with the Federation of Canadian Municipalities as Trustee of the Green Municipal Fund (Arthur Wastewater Treatment Plant Upgrade) | 161 |
| c. By-law Number 108-18 being a by-law to permanently close a portion of a road allowance abutting 90 South Water Street known as Parts 1 and 2 on Reference Plan 60R-2883 | 236 |

CULTURAL MOMENT

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| Celebrating the Mount Forest Greenhouses | 237 |
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CONFIRMATORY BY-LAW NUMBER 109-18

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ADJOURNMENT

MEETINGS, NOTICES, ANNOUNCEMENTS		
December 5, 2018	Christmas Tree Decorating with Kenilworth Public School Kindergarten Class - Council Chambers	9:00 a.m.
December 6, 2018	Cultural Roundtable	12:00 p.m.
December 7, 2018	Wellington County Council Inaugural Meeting	10:00 a.m.
December 7, 2018	Mount Forest Santa Claus Parade	7:00 p.m.
December 14, 2018	County Wide Council Orientation- Aboyne	9:00 a.m.
December 17, 2018	Regular Council Meeting	7:00 p.m.
Holiday Administrative Office Hours	Closed December 24, 2018 at	1:00 p.m.
	Reopen January 2, 2019 at	8:30 a.m.

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

Sign Language Services – Canadian Hearing Society – 1-877-347-3427

- Kitchener location – 1-855-656-3748

TTY: 1-877-843-0368 Documents in alternate forms – CNIB – 1-800-563-2642

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MINUTES OF COUNCIL
NOVEMBER 19, 2018 @ 7:00 P.M.**

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

Members Present:

Mayor: Andrew Lennox
Councillors: Sherry Burke
Dan Yake

Absent:

Councillors: Lisa Hern
Steve McCabe

Staff Present:

CAO: Michael Givens
Director of Legislative Services/Clerk: Karren Wallace
Director of Finance: Adam McNabb

CALLING TO ORDER

Mayor Lennox called the meeting to order at 7:11 pm.

ADOPTION OF THE AGENDA**Resolution 2018-396**

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Agenda for the November 19, 2018 Regular Meeting of Council be accepted and passed with the addition of:

PRESENTATION:

Saugeen Valley Conservation Authority

- *2019 Draft Budget*

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest reported.

O' CANADA**PRESENTATIONS**

Presentation of Congratulatory Certificates to Fall Fair Ambassadors:

- Jessica Farrelly, Arthur Fall Fair Ambassador
- Alicia Gilstorf, Mount Forest Fall Fair Ambassador
- Brennen Sikkema, Mount Forest Junior Ambassador
- Olivia Wenger, Mount Forest Princess of the Fair

- Cheyenne Clarke, Mount Forest Little Miss Sweetheart
- Eliya North, Mount Forest Little Miss Sweetheart
- Decan Tansley, Mount Forest Prince Charming

Wayne Brohman, General Manager/Secretary-Treasurer
Saugeen Valley Conservation Authority

- *2019 Draft Budget (Addendum "A")*

Mr. Brohman appeared before Council to present the Saugeen Valley Conservation Authority 2019 Draft Budget. He reviewed the SVCA budget process. The 2019 Draft Budget was presented in late September. The Board will vote on the Budget at the January 15, 2019 meeting. SVCA funding comes from the Province, the general levy paid by municipalities and self funding through parks, camp grounds, etc. Funds will be taken out of the 2018 surplus for a zero percent increase in 2019. Municipality funding is apportioned on current value assessment change. The 5.83% assessment increase for Wellington North amounts to a \$796 increase. The 2018 surplus is a result of forestry harvest, income generated from the campgrounds and the higher volume of work by the Environmental Planning and Regulation Department. The SVCA hopes to continue the Agricultural Outreach Program in conjunction with the Counties of Bruce and Grey.

Inspector Scott Lawson, Ontario Provincial Police, Detachment Commander

- The New Legalization of Cannabis and Policing and the Community

Inspector Lawson appeared before Council to present a report on the new legalization of cannabis and policing and the community. He provided information on drug enforcement in the community including partnerships, training and other actions and tools to combat drug issues County wide. Inspector Lawson described some of the implications of cannabis legalization that require the OPP to work with Council and the community. Council could consider the opting out requirements regarding retail stores. Municipalities can consider public consultation; liaise with community groups and law enforcement regarding issues surrounding drug activity in the community; develop by-laws and corresponding local by-law enforcement strategies to regulate production, sale and distribution of legal cannabis within the municipality; utilize existing municipal by-laws to deter illegal drug activity in the community (ie noise, trespassing, etc.); and encourage reporting of illegal drug activity to the proper authorities or Crime Stoppers.

ADOPTION OF MINUTES OF COUNCIL

Resolution 2018-397

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the minutes of the Public Meeting and Council Meeting held on November 5, 2018 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM MINUTES OF COUNCIL**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

Items 3a, 3b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**Resolution 2018-398**

Moved: Councillor Burke

Seconded: Councillor Yake

THAT all items listed under Items for Consideration on the November 19, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

1. *FINANCE*

- a. *Report TR2018-014 being a report on 2019 fees and charges (various services)*

THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR2018-014 being a report on 2019 fees and charges (various services)

AND FURTHER THAT the Council of the Township of Wellington North direct staff to proceed with a By-law update to reflect the changes outlined herein for the 2019 calendar year.

AND FURTHER THAT the Mayor and Clerk be authorized to sign the 2019 Fees and Charges By-law.

- b. *Cheque Distribution Report, November 13, 2018 be received.*

2. *FIRE*

- a. *Communiqué No. 060 – October, 2018 be received.*

4. *ADMINISTRATION*

- a. *Report CLK 2018-049 being a report on R.&R. Pet Paradise (Rick Rauwerda) agreement*

THAT Council of the of the Corporation of the Township of Wellington North receive Report CLK 2018-049 being a report on R.&R. Pet Paradise (Rick Rauwerda) agreement;

AND FURTHER THAT Council authorize the Mayor and Clerk to enter into an agreement with R.&R. Pet Paradise to amend the agreement as set out in By-law 097-18.

5. *COUNCIL*

- a. *Wellington North Power Inc., Quarterly Newsletter – Quarter 3: July 1st to September 30th, 2018 be received.*

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION**Resolution 2018-399**

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2018-025 being a report on the sanitary allocation for Mount Forest Developments Inc. (360 Durham St E/ 209 Church St N);

AND FURTHER THAT Council commit thirty (30) sanitary sewer allocations to Mount Forest Developments Inc. for thirty semi- detached dwellings at =/- 360 Durham St E/ 2019 Church St N, (Pt Pk Lot 1 S of Durham St and E of Main St., Mount Forest);

AND FURTHER THAT the sanitary sewer allocations to Mount Forest Developments for thirty semi detached dwellings at =/- 360 Durham St E/ 2019 Church St N, (Pt Pk Lot 1 S of Durham St and E of Main St., Mount Forest); have an expiry of thirty-six months from date of passage of the resolution, after which period the allocation of 30 sewer units for this development will be withdrawn.

CARRIED

Resolution 2018-400

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Council of the Corporation of Township of Wellington North receive Report MFA 2018-001 being a report on Mount Forest Aquatic Ad Hoc Committee.

CARRIED

Resolution 2018-401

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of Township of Wellington North adopt the following recommendations from the Mount Forest Aquatic Ad Hoc Committee included in Report MFA 2018-001:

- 1. That the Township of Wellington North enter into a contract agreement with Openspace Solutions Inc. for the supply and installation of a Splash Pad based on Concept 1 "Nature" as per submitted proposal dated September 10, 2018 at a cost of \$156,470.50 plus applicable taxes;*
- 2. That the Township of Wellington North negotiate the inclusion of additional features including 1 rock and 2 puddle features and 3 additional capped heads for future additions;*
- 3. That the Township of Wellington North include in 2019 Capital budgets all costs associated with servicing (engineering, water services, electrical, etc.) the Splash Pad (approximately \$21,000);*
- 4. That the Township of Wellington North notify the Mount Forest Agriculture Society that the chosen location of the Splash Pad is at the South Side of the pavilion located at the Bill Moody Park, fronting onto Newfoundland Street.*

AND FURTHER THAT the Mayor and Clerk be authorized to enter into an agreement with Openspace Solutions Inc.

CARRIED

Resolution 2018-402

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North adopt the following recommendation from the Mount Forest Aquatic Ad Hoc Committee included in Report MFA 2018-001:

- *That the Township of Wellington North procure the services of an Aquatic Engineer/Pool Designer to develop pool concepts in consultation with the Ad Hoc Committee to allow for further public engagement and promote fundraising opportunities; pursuant to the Township of Wellington North Purchasing and Procurement Policy.*

CARRIED

Resolution 2018-403

Moved: Councillor Burke

Seconded: Councillor Yake

THAT Council of the Corporation of the Township of Wellington North adopt the following recommendation from the Mount Forest Aquatic Ad Hoc Committee included in Report MFA 2018-001:

- *That the Township of Wellington North issue donation receipts to individuals supporting either the Splash Pad or Pool projects in a manner consistent with the Township's approved Charitable Donations Receipt Policy.*

CARRIED

NOTICE OF MOTION

No Notice of Motion tabled

COMMUNITY GROUP MEETING PROGRAM REPORT

None.

BY-LAWS

Resolution 2018-404

Moved: Councillor Yake

Seconded: Councillor Burke

THAT By-law Number 101-18 being a Provisional Drain By-law to provide for the construction of Drain 19 (Brubacher) Drainage Works be read a First and Second time.

CARRIED

Resolution 2018-405

Moved: Councillor Burke

Seconded: Councillor Yake

THAT By-law Numbers 096-18, 097-18, 098-18, 099-18, 100-18 and 102-18 be read a First, Second and Third time and enacted.

CARRIED

CONFIRMATORY BY-LAW**Resolution 2018-406**

Moved: Councillor Burke

Seconded: Councillor Yake

THAT By-law Number 103-18 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 November 19, 2018 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT**Resolution 2018-407**

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Regular Council meeting of November 19, 2018 be adjourned at 8:48 p.m.

CARRIED

CLERK

MAYOR



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Tel 519-367-3040, Fax 519-367-3041, publicinfo@svca.on.ca, www.svca.on.ca

October 11, 2018

To: Municipalities of the Saugeen Watershed

Dear Municipal Council,

I am pleased to enclose the 2019 Draft Budget and budget notes for Saugeen Valley Conservation. This Draft Budget was approved for distribution to the member municipalities by the Authority Members on September 18, 2018.

This Draft Budget provides for a municipal levy increase of 0% over the 2018 levy. This represents a dollar increase of \$0.

The Authority is scheduled to meet on December 18th to vote on the acceptance of the 2019 Budget.

I would be pleased to attend a council or other meeting to explain the Draft Budget should you wish.

Saugeen Conservation looks forward to continuing to work with its municipal stakeholders to protect and enhance our wonderful watershed.

Sincerely,

A handwritten signature in black ink that reads "Wayne Brohman".

Wayne Brohman
General Manager/Secretary-Treasurer
Saugeen Conservation
Encl.



Watershed Member Municipalities

Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands,
Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce,
Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington North,
Town of Saugeen Shores, Township of Southgate, Municipality of West Grey

2019 Budget Notes

General (Not Department Specific)

1. The General Levy increase in the previous 7 years has been:

2012	9.0%
2013	2.5%
2014	1.5%
2015	1.9%
2016	1.9%
2017	1.4%
2018	1.5%
2. The 2019 General Levy budget increase is at \$0. The 2019 General Levy will remain at the same level as 2018. The General Levy deficit of \$27,951 for 2019 will be financed from an anticipated 2018 surplus.
3. The Personnel Policy (24.05) provides for an increase in the salary grid each January equivalent to the Ontario inflation rate for the 12 months ended in the previous September. The most recent available CPI data for 2018 indicates a 12-month inflation rate of 3.1% to July 31. Accordingly, the 2019 budget provides for a 3.1% salary grid increase.
4. The Ministry of Natural Resources and Forestry annual grant has remained unchanged for 20 years at \$157,669. The 2019 budget assumes a grant of that same amount. The grant covers some of the costs for flood warning and water projects.
5. There are not expected to be any significant staff position changes in 2019. The transitions for the two manager retirements will be completed in 2018.
6. The expectation for 2018 is an overall surplus of \$250,000 to \$275,000 for the year compared to a budgeted surplus of \$58,000. The positive results are mainly the result of an expected \$60,000 surplus in Planning & Regulations due to continuing strong volume of work; forestry results \$64,000 better than expected and campground results \$42,000 higher than budget.

7. Preparation of the draft 2019 budget entailed the review by each department manager, on a line by line basis, of the budgets under their responsibility. Managers will present their respective budgets to the Authority and be available to receive comments and answer questions.

Departments

Flood Warning

1. Revenue sources for this department are the General Levy (50%) and an annual MNRF grant (50%). 2018 expenses are expected to be about \$203,000 which is \$12,000 under budget due mainly to lower payroll costs.
2. The budgeted expenses for 2019 are slightly below the 2018 budgeted expenses.

Water Quality

1. This department has historically been funded almost 100% by General Levy. In 2018 additional funding came from Bruce Power for water sampling/monitoring services provided by SVCA.
2. A deficit of \$22,000 is expected for 2018 due to the hiring of a trainee to assist in this department as the department head transitions to assuming leadership in the Flood Warning department.
3. 2019 budget revenue and expenses are down marginally from the 2018 budget.

Environmental Planning and Regulations

1. Revenue in 2018 from sources other than the General Levy and reserves is expected to be \$367,000, \$46,000 above budget. This increase results from increased revenue in all categories including plan services, permit applications and property inquiries due to volume of work.
2. Costs for 2018 are expected to be \$55,000 below budget. Total department costs for 2018 are estimated at \$679,000, compared to budget of \$734,000 with most of the difference due to lower payroll costs.
3. This department is expected to generate a surplus in 2018 of about \$60,000.
4. The 2019 budget provides for revenue from non-levy sources of \$322,000. A reduction in planning services revenue is expected as a result of a reduction in planning services offered to municipalities. In 2019 costs are estimated at \$720,000.
5. Expense categories other than payroll related ones are expected to be consistent with 2018 costs.

Forest Management

1. Revenue in this department is derived exclusively from the sale of forest products from Authority-owned properties. When a bush property is determined to be ready for harvest selected trees are offered for sale through a public tender process. Revenue can be difficult to forecast because timber market prices can fluctuate significantly year to year and the timing of when a harvest is appropriate for a particular property is not fully predictable.
2. Revenue in 2018 is anticipated to be slightly above budget of \$230,000. Expenses for 2018 will be below budget by about \$35,000 due to payroll savings related to the manager's retirement transition. It is expected that this department will be at a modest surplus position for 2018 pending completion of the tendering process.
3. Timber revenue in 2019 is forecasted at \$220,000. Expenses in 2019 are budgeted to be consistent with 2018 except for a provision of \$29,000 under property taxes for a municipal drain assessment.

Forestry Services

1. The sources of revenue in this department are:

	<u>2018 estimate</u>	<u>2018 budget</u>	<u>2019 budget</u>
Tree planting and spraying	\$183,000	\$150,000	\$183,000
MFTIP, marking, pruning	14,500	17,000	17,000
Arbour Day sales	27,300	22,000	25,000
EAB treatment	1,200	7,000	1,200
Miscellaneous	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
	\$231,000	\$201,000	\$231,200

2. EAB treatment revenue of \$1,200 for 2018 decreased significantly from \$11,000 in 2017 as the department has gotten out of providing this service except to a few select clients such as municipalities. Tree planting/spraying at \$183,000 in 2018 was up from \$118,000 in 2017 and budget of \$150,000.
3. Expenses for 2018 are expected to be above budget due to increased purchase of trees for planting and selling. Net results for 2018 are expected to be a modest surplus of \$21,000.
4. The 2019 budget has a surplus of \$36,000 with no expected changes in operations.

Administration

1. This department is funded almost entirely from the General Levy. 2018 expenses are expected to be about \$3,000 below the budget of \$447,000.
2. For 2019, expenses are budgeted at \$462,000, up \$15,000 from \$447,000 in the 2018 budget due to salary grid increases. Other expense categories are consistent with the prior year.

Information Technology (IT) and Geographic Information Systems (GIS)

1. This department gets all its funding from the General Levy. Expenses in 2018 are expected to be \$13,000 below budget as hardware requirements were less than expected.
2. Five computers aged between 5 and 9 years will be replaced in 2019 as well as one server. The major costs in this department are for two staff salaries and computer upgrades. Total 2019 costs are budgeted at \$8,000 more than the 2018 budget and, as in 2018, includes \$10,000 for the retention of a computer specialist to assist with department tasks. An additional \$5,000 is budgeted for upgraded GIS software in 2019.

Community Relations

1. This department is funded almost entirely from the General Levy with some revenue generated from fees and donations related to special events. One of those additional revenue sources in 2018 was from Greenock swamp tours. 2018 expenses are expected to be \$25,000 above budget due to the tours and the Cargill initiative for which partial funding was received. The result for 2018 is an expected deficit of about \$8,000.
2. Budgeted 2019 expenses are similar to 2018 with inflationary increases. Salary expense includes the cost for 2 students which will be hired if job grants are received.

Education

1. Funding in this department is about 60% from the General Levy and the balance from various program users. Education expenses in 2018 are expected to be slightly below the budget amount of \$91,000.
2. The 2019 budget is up \$2,000 from 2018 due to inflationary effects. It is expected that the same programming will be offered as in 2018. Donations for Earth Week and other programming is expected to continue in 2019.

Rental Properties

1. The only remaining property in this department is the rented house at Sulphur Spring CA.
2. The revenue in 2018 will be \$5,570.
3. The 2019 budget assumes a modest rent increase and that the house will be occupied for the full year with no requirement for major repairs.

Agricultural Lands

1. The revenue source in this department is the rental of pasture land at McBeath (\$11,500) and new for 2018 and not in the 2018 budget was rental of crop land at the Woods property (\$2,520). Some salary amounts are allocated to this department to cover fence and water system repairs. For 2019 there are expected to be no significant expense changes from the 2018 budget. The 2019 budget assumes that the Woods rental income will continue for 2019.

2. There is expected to be a surplus of about \$6,000 for 2018 and 2019.

Motor Pool

1. The Motor Pool department is responsible for the fleet of licensed vehicles and large field equipment. Vehicle usage is charged to other departments based on a per km rate. The goal is to charge a rate that allows for sufficient revenue to accumulate over time to purchase replacement vehicles.
2. The 2018 equipment purchase budget provided for the purchase of 2 replacement snow mobiles, a wood splitter, an ATV and a pickup truck.
3. Field equipment is charged out to municipalities by way of special levy based on an hourly rate. Rates charged are intended to generate sufficient funds to provide for the replacement of equipment.
4. In 2019 the equipment purchase budget provides for the purchase of a replacement van and a used loader tractor.

Non-Revenue Parks and Land Management

1. The parks covered in this department include Sulphur Spring, Allan Park, Stoney Island, Bells Lake, Kinghurst, McBeath, and Varney.
2. Annual revenue sources in this department, other than the General Levy, are from agreements with the Ontario Steelheaders Assoc. (\$2,500) for Denny's Dam and West Grey (\$2,552) for the Durham day use swimming area. In addition, a small amount of revenue (\$2,600) is generated from parking fees at two parks and from water donations at Sulphur Spring. The amounts received in 2018 will be as budgeted. Revenues in 2019 are expected to be consistent with 2018.
3. Expenses in 2018 are expected to be below the budget amount of \$179,000 due mostly to payroll savings. The main repair projects in 2018 include replacement of the Allan Park pond boardwalk, stairway replacement at the Durham day use area and a new trail at Kinghurst to avoid a wet area.
4. Expenses for 2019 are budgeted at \$38,000 below 2018's budget which had provided for six month's overlap with the replacement of the Flood Warning and Lands Management position. Sections of the Sulphur Spring boardwalk will need replacing in 2019.

Property Management

1. This department covers the costs for the repair/storage shops at Sulphur Spring CA. Funding is all from General Levy and covers utilities, insurance and maintenance for the buildings and part of the salaries for the one position stationed there. 2018 expenses are expected to be on budget of \$61,000.
2. Expenses for 2019 are budgeted to be \$64,000 with no operational changes expected.

Revenue Parks (Campgrounds)

1. Historical and budget gross revenue amounts for the three campgrounds are as follows (in thousands of dollars):

	<u>2017 actual</u>	<u>2018 estimate</u>	<u>2018 budget</u>	<u>2019 budget</u>
Brucedale	71.9	79.6	68.4	76.9
Durham	236.2	243.6	218.9	236.4
Bluffs	<u>244.3</u>	<u>263.8</u>	<u>243.7</u>	<u>248.9</u>
	552.4	587.0	531.0	562.2

2. Historical and budget net income amounts are as follows (in thousands of dollars):

	<u>2017 actual</u>	<u>2018 estimate</u>	<u>2018 budget</u>	<u>2019 budget</u>
Brucedale	25.9	22.6	16.3	23.1
Durham	46.1	23.8	1.4	3.5
Bluffs	<u>17.6</u>	<u>26.4</u>	<u>13.5</u>	<u>6.0</u>
	89.6	74.2	31.2	32.6

3. For 2018 revenue from seasonal campers will be about \$25,000 above forecast – all 3 campgrounds were above budget with Brucedale and Durham having the biggest improvements. In 2018 daily and group camping revenue was favourably affected by good summer weather particularly on the long weekends. In 2018 daily and group camping revenue will be about \$17,000 above budget. The annual CAMIS online reservation system cost for 2018 was \$8,400 split between the Bluffs and Durham offset by expected reservation fees of \$18,300. Student grant revenue in 2018 was \$3,500, down from \$16,400 in 2017.
4. Expenses between the 3 campgrounds are expected to be about \$14,000 above the 2018 budget amount of \$500,000 due to increased campground activity (hydro, garbage, septic, wood purchases, supplies etc.). Campground improvements in 2018 included the addition of WIFI at Durham, continued phragmites removal at Brucedale (funded by Enbridge) a new canoe dock and shoreline restoration at the Bluffs (funded by Bruce Power) and new Bluffs horse trails and boardwalk (assistance by Friends of the Bluffs Horsecampers). Additional payroll costs of about \$17,000 were incurred because of the minimum wage increase for summer staff.
5. Additional costs of about \$4,000 will be incurred in 2019 as a result of a further increase in the minimum wage for summer staff at Durham and the Bluffs.
6. Forecasted revenue amounts can be significantly affected by weather and are especially at risk of being optimistic if there is poor camping weather on long weekends in the summer.

Water Projects Maintenance and Stewardship

1. This department is funded primarily through Special Levy to individual municipalities (55%) and MNRF grant (33%).
2. The Special Levy covers costs to maintain various structures including the Durham dams, Paisley dykes, Walkerton dykes and others.
3. 2018 revenues and expenses are expected to be slightly over budget due mainly to extra debris removal and rehabilitation associated with the Durham dams due to significant flood events.
4. The expenses for 2019 are budgeted to be consistent with 2018 but with an additional \$5,000 allocated to stewardship initiatives.

Draft Budget 2019



September 18, 2018

**SAUGEE VALLEY CONSERVATION AUTHORITY
SUMMARY
2019**

	SOURCES OF FUNDING									SURPLUS/ (DEFICIT)
	2018 BUDGET	PROPOSED 2019 BUDGET	PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	SELF GENERATED	OTHER	RESERVES	
OPERATIONS - GENERAL LEVY	2,391,508	2,366,698	157,269	2,500	91,277	1,663,757	419,444		4,500	(27,951) ¹
OPERATIONS - NON GENERAL LEVY	1,097,757	1,140,009					1,140,009			105,611 ²
TOTAL	3,489,265	3,506,707	157,269	2,500	91,277	1,663,757	1,559,453	0	4,500	77,660

Note:

- 1. Working capital reserve from anticipated 2018 surplus
- 2. Non-General Levy surplus to be put into appropriate reserve for future capital reinvestment into those programs.

SAUGEE VALLEY CONSERVATION AUTHORITY
PROPOSED OPERATIONS BUDGET (GENERAL LEVY PROGRAMS)
2019

PROGRAM	2018 BUDGET	PROPOSED 2019 BUDGET	SOURCES OF FUNDING					
			PROVINCIAL FUNDING	DONATIONS	SPECIAL LEVY	GENERAL LEVY	SELF GENERATED	RESERVES
ADMINISTRATION	446,770	461,671				392,860	40,500	360
FLOOD WARNING	215,896	209,912	106,164			102,208	700	840
WATER MANAGEMENT								
Water Projects Maintenance & Stewardship	156,885	162,762	51,105		91,277	15,000	4,000	1,380
Water Quality	109,797	98,302				96,382		1,920
ENVIRONMENTAL PLANNING & REGULATIONS	733,915	719,555				396,955	322,600	
IT & GEOGRAPHICAL INFORMATION SYSTEMS	177,931	186,109				186,109		
COMMUNITY SERVICES								
Community Relations	218,309	228,864				220,364	8,500	
Education	91,291	93,852		2,500		57,438	33,914	
LAND MANAGEMENT								
Non-Revenue Parks	179,789	141,466				132,236	9,230	
Property Management	60,925	64,205				64,205		
TOTAL PROGRAM OPERATIONS	2,391,508	2,366,698	157,269	2,500	91,277	1,663,757	419,444	4,500

**SAUGEEN VALLEY CONSERVATION AUTHORITY
PROPOSED 2019 GENERAL LEVIES**

		2018								
		Current Value	2018 CVA	CVA Based						
	% in	Assessment (CVA)	(Modified) in	Apportionment	2018 Actual	2019 PROPOSED	2019 \$ Increase	Levy	% Incr	% Change in
Municipality	CA	(Modified)	Watershed	Percentage	General Levy	General Levy	Over 2018	Increase	Assessment	Apportionment
Arran-Elderslie	48	698,872,711	335,458,901	2.5359	\$ 42,287	\$ 42,151	(\$136)	(0.3)%	4.16	-0.32%
Brockton	100	1,150,687,190	1,150,687,190	8.6986	\$ 145,148	\$ 144,683	(\$465)	(0.3)%	4.16	-0.32%
Chatsworth	49	826,014,635	404,747,171	3.0597	\$ 51,369	\$ 50,865	(\$504)	(1.0)%	3.47	-0.98%
Grey Highlands	31	1,874,011,391	580,943,531	4.3916	\$ 73,302	\$ 73,024	(\$278)	(0.4)%	4.10	-0.38%
Hanover	100	895,682,391	895,682,391	6.7709	\$ 113,132	\$ 112,611	(\$521)	(0.5)%	4.01	-0.46%
Howick	8	414,847,921	33,187,834	0.2509	\$ 4,016	\$ 4,288	\$ 272	6.8%	11.78	6.99%
Huron-Kinloss	57	1,325,548,606	755,562,705	5.7117	\$ 94,936	\$ 94,988	\$ 52	0.1%	4.55	0.06%
Kincardine	100	2,391,621,259	2,391,621,259	18.0794	\$ 302,772	\$ 300,757	(\$2,015)	(0.7)%	3.79	-0.67%
Minto Town	36	943,093,497	339,513,659	2.5665	\$ 42,596	\$ 42,661	\$ 65	0.2%	4.65	0.15%
Morris-Turnberry	5	465,069,381	23,253,469	0.1758	\$ 3,178	\$ 3,334	\$ 156	4.9%	9.91	5.20%
Saugeen Shores	100	2,777,839,975	2,777,839,975	20.9990	\$ 353,157	\$ 349,332	(\$3,825)	(1.1)%	3.36	-1.08%
South Bruce	99	629,155,297	622,863,744	4.7085	\$ 77,342	\$ 78,298	\$ 956	1.2%	5.78	1.24%
Southgate	94	883,428,392	830,422,688	6.2776	\$ 100,648	\$ 104,403	\$ 3,755	3.7%	8.39	3.73%
Wellington North	33	1,516,305,544	500,380,830	3.7826	\$ 62,097	\$ 62,893	\$ 796	1.3%	5.83	1.28%
West Grey	100	1,586,273,802	1,586,273,802	11.9914	\$ 197,775	\$ 199,467	\$ 1,692	0.9%	5.38	0.86%
			13,228,439,150	100.00	\$ 1,663,755	\$ 1,663,755	\$ 0	0.0%	4.49	0.00%

Year End Projections & Proposed Budget**FLOODWARNING #50**

	Actual	Projected	Budget	Proposed	
Account	June 30th	Dec 31st	2018	Budget 2019	Explanation
Revenue:					
General Levy	53,474	106,948	106,948	102,208	
MNRF Grant	53,974	107,947	107,947	106,164	
Reserves	-	140	-	840	
Streamgauge Maintenance	203	400	500	400	
Miscellaneous	180	300	500	300	
Total Revenue:	107,831	215,735	215,894	209,912	
Expenses:					
Salaries	67,848	115,050	120,671	116,119	
Benefits	3,082	7,000	8,483	8,260	
Benefits-MERCs & OMERS	15,934	23,950	25,627	24,100	
Staff Travel	4,911	9,500	10,000	10,000	
Staff Development	360	1,000	1,000	1,250	
Staff Uniforms	117	300	800	300	
Office Expense	180	400	1,300	500	
Telephone	9,574	20,000	20,700	20,700	
Utilities	1,741	5,000	6,200	5,500	
Insurance	304	650	800	700	
Computer Upgrades	-	1,000	1,000	1,250	
Program Supplies	144	1,000	1,000	1,000	
Equipment Purchase	1,003	3,200	3,200	3,200	
Administration Overhead	1,007	1,901	2,014	3,932	
Equipment Rental	24	100	100	100	
Equipment Maintenance	-	1,000	1,000	1,000	
Software Licensing & Hosting	-	7,000	7,000	7,000	
Floodwaters & You	3,693	3,693	4,000	4,000	
Orthophoto Reserve Pmt	500	1,000	1,000	1,000	
Total Expenses:	110,422	202,744	215,895	209,912	

(2,591)

12,991

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Year End Projections & Proposed Budget**WATER QUALITY #45**

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	52,184	104,368	104,368	96,382	
Reserves	981	2,200	2,229	1,920	
Water Sampling Services	-	3,000	-	-	
Miscellaneous	-	3,360	3,200	-	
Total Revenue:	53,165	112,928	109,797	98,302	
Expenses:					
Salaries	36,755	77,500	61,136	51,000	
Benefits	3,393	7,600	4,866	6,220	
Benefits-MERCs & OMERS	8,024	16,000	12,467	10,700	
Staff Travel	4,485	8,000	7,000	7,500	
Staff Development	934	934	1,000	1,000	
Staff Uniforms	716	716	250	300	
Office Expense	453	600	600	600	
Telephone	372	650	650	650	
Program Supplies	775	1,100	2,200	1,000	
Office Equipment Purchases	-	500	500	500	
Administration Overhead	2,014	3,802	4,028	3,932	
Groundwater Maintenance	-	1,500	2,100	1,800	
Water Sampling	780	2,700	-	-	
Surface Analysis	3,516	12,000	12,000	12,000	
Surface Equipment	36	300	500	500	
Biological Equipment	824	824	500	600	
Total Expenses:	63,077	134,726	109,798	98,302	

(9,912) (21,798) 0 -

Year End Projections & Proposed Budget

ENVIRONMENTAL PLANNING & REGULATIONS #20

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30, 2018	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	170,495	340,990	340,990	396,955	
Reserves	9,360	30,865	72,325	-	
Plan Services	40,364	75,000	50,000	60,000	
Legal Inquiries	8,455	16,000	16,000	16,000	
Regulations Applications	82,000	165,000	173,000	165,000	
Maps	461	600	600	600	
Stormwater Management	20,860	25,000	10,000	10,000	
Specific Property Inquiry	61,783	85,000	70,000	70,000	
Miscellaneous	71	1,000	1,000	1,000	
Total Revenue:	393,849	739,455	733,915	719,555	
Expenses:					
Salaries	232,384	470,000	492,211	490,000	
Benefits	16,060	32,900	43,127	34,000	
Benefits-MERCs & OMERS	50,129	92,000	102,223	100,000	
Staff Travel	13,198	26,000	24,000	26,000	
Staff Development	2,758	3,500	3,000	4,000	
Staff Uniforms	2,413	2,413	2,100	2,100	
Office Expense	4,241	10,000	10,000	10,000	
Telephone	2,964	6,500	6,500	6,500	
Advertising	2,036	2,000	1,000	2,000	
Legal Fees	-	-	10,000	10,000	
Planning Supplies	210	500	500	500	
Administration Overhead	18,127	30,418	36,254	31,455	
Consultant Fees	-	1,000	1,000	1,000	
Orthophoto Reserve Payment	500	1,000	1,000	1,000	
Stormwater Management	-	1,000	1,000	1,000	
Total Expenses:	345,021	679,231	733,915	719,555	

48,828

60,224

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Year End Projections & Proposed Budget

FOREST MANAGEMENT #30

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
Forest Products	96,000	241,000	230,000	220,000	
Miscellaneous	-	900	-	-	
Total Revenue:	96,000	241,900	230,000	220,000	
Expenses:					
Salaries	44,016	80,000	107,362	85,000	
Benefits	3,659	7,210	9,937	6,500	
Benefits-MERCs & OMERS	10,680	17,000	22,851	17,800	
Staff Travel	5,782	12,000	10,500	12,000	
Staff Development	376	2,000	2,000	3,000	
Staff Uniforms	308	500	500	500	
Office Expense	291	2,000	2,000	2,500	
Telephone	1,014	1,800	1,800	2,000	
Advertising	366	1,000	1,000	1,000	
Forestry Supplies	1,211	2,000	2,000	2,000	
Equipment Purchase	240	2,000	2,000	10,000	
Forestry Works	4,648	14,000	15,000	7,000	
Property Taxes	15,738	28,000	28,000	57,000	
Signs	18	1,000	1,000	1,000	
Administration Overhead	2,014	3,802	4,028	3,932	
Equipment Rental	92	100	-	-	
Orthophoto reserve payment	500	1,000	1,000	1,000	
Total Expenses:	90,953	175,412	210,977	212,232	

5,047

66,488

19,023

7,768

Year End Projections & Proposed Budget

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SAUGEEN FORESTRY SERVICES #35

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
Treeplanting	41,943	42,000	40,000	42,000	
Nursery Stock	109,810	109,810	85,000	110,000	
MFTIP	3,856	12,450	15,000	15,000	
Marking & Pruning	-	2,000	2,000	2,000	
Landscape Stock	9,978	9,978	7,000	9,000	
Spraying	21,349	21,350	18,000	22,000	
Arbour Day Sales	27,323	27,323	22,000	25,000	
EAB Treatment Revenue	339	1,200	7,000	1,200	
Miscellaneous	1,229	5,000	5,000	5,000	
Total Revenue:	215,827	231,111	201,000	231,200	
Expenses:					
Salaries	33,177	49,000	57,978	36,500	
Benefits-MERCs & OMERS	6,122	8,400	11,818	7,600	
Staff Travel	7,232	11,000	11,000	11,000	
Office Expense	537	1,500	1,500	1,500	
Advertising	1,444	5,000	6,500	5,000	
Program Supplies	3,089	3,500	3,000	4,000	
Administration Overhead	2,014	3,802	4,028	3,932	
Equipment Rental	4,956	5,000	7,000	5,000	
Forestry Displays	-	1,500	1,500	1,500	
Nursery Stock	87,017	87,017	64,000	88,000	
Landscape Stock	9,321	9,321	5,000	7,000	
Arbour Day Purchases	17,894	17,894	14,000	18,000	
Spraying Expense	6,365	6,365	5,000	5,000	
EAB Expense	-	700	5,000	1,000	
Total Expenses:	179,168	209,999	197,325	195,032	

36,659

21,112

3,675

36,168

Year End Projections & Proposed Budget**DEPARTMENT: ADMINISTRATION #80**

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	210,072	420,145	420,145	392,860	
Reserves	2,226	2,610	825	360	
Rental Revenue	180	300	300	300	
Interest Revenue	10,269	40,000	25,000	40,000	
Miscellaneous	- 78	200	500	200	
Total Revenue:	222,669	463,255	446,770	433,720	
Expenses:					
Salaries	131,189	276,000	278,249	292,000	
Benefits	6,658	13,000	12,550	10,860	
Benefits-MERCs & OMERS	23,303	44,400	43,759	46,050	
Staff Travel	6,066	12,000	11,500	12,000	
Staff Development	356	500	1,000	500	
Staff Uniforms	397	400	500	500	
Office Expense	3,854	9,000	9,000	9,000	
Telephone/Internet	4,126	9,000	9,000	9,000	
Utilities	7,931	18,000	22,000	19,000	
Advertising	11	100	1,000	1,000	
Insurance	9,131	18,500	18,500	19,000	
Health & Safety	5,640	12,000	12,000	12,000	
Audit Fees	-	10,750	10,750	11,000	
Bank Charges & Interest	211	500	500	500	
Building Maintenance	10,778	20,000	25,000	21,000	
Office Equipment Purchases	-	1,000	1,000	1,000	
Property Taxes	3,637	7,400	7,400	7,500	
Board of Directors Per Diem	6,375	16,000	17,500	17,000	
Board of Directors Expenses	2,798	6,800	8,500	7,000	
Conservation Ontario	25,571	26,000	26,000	30,000	
Donations & Gifts	305	5,000	4,600	4,500	
Self-Insurance Expense	1,856	2,000	-	-	
Resource Centre Expenses	3,014	4,000	3,000	4,000	
Overhead Revenue	(38,269)	(68,441)	(76,537)	(72,739)	
Total Expenses:	214,938	443,909	446,770	461,671	
	7,731	19,346	0	(27,951)	

2018 Year End Projections & 2019 Proposed Budget

Information Technology & GIS #37

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	88,965	177,931	177,931	186,109	
Miscellaneous	319	320	-	-	
Total Revenue:	89,284	178,251	177,931	186,109	
Expenses:					
Salaries	52,354	109,000	116,167	119,995	
Benefits	3,727	7,500	8,251	7,000	
Benefits-MERCs & OMERS	11,931	21,500	21,806	22,800	
Staff Travel	252	500	1,200	1,000	
Staff Development	-	500	500	500	
Staff Uniforms	239	239	250	250	
Office Expense	720	720	250	250	
Telephone	153	250	450	450	
IT Hardware & Software Licensi	6,913	15,890	20,000	25,000	
Administration Overhead	4,028	7,605	8,057	7,864	
Ortho Reserve payment	500	1,000	1,000	1,000	
Total Expenses:	80,817	164,704	177,931	186,109	

8,467 13,547 0 -

Year End Projections & Proposed Budget

COMMUNITY RELATIONS #10

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	108,155	216,309	216,309	220,364	
Student Job Funding	-	6,000	-	6,000	
Miscellaneous	4,387	12,700	2,000	2,500	
Total Revenue:	112,542	235,009	218,309	228,864	
Expenses:					
Salaries	62,945	142,000	134,071	143,200	
Benefits	3,827	7,810	8,188	7,000	
Benefits-MERCs & OMERS	14,354	29,900	27,294	29,300	
Staff Travel	5,869	12,000	13,000	12,000	
Staff Development	40	450	600	600	
Staff Uniforms	570	570	600	600	
Office Expense	2,621	4,500	4,500	4,500	
Telephone	783	1,400	1,200	1,400	
Advertising	3,901	4,400	4,400	4,400	
Subscriptions	399	700	500	700	
Printing	1,983	2,000	2,200	2,200	
Photography	141	500	500	500	
Program Supplies	2,683	2,800	2,600	2,800	
Administration Overhead	4,028	7,605	8,057	7,864	
New Endeavours	7,006	20,000	5,000	5,000	
Annual Sponsor/Volunteer Reco	1,093	2,400	1,200	2,400	
Web Page	1,750	1,750	2,000	2,000	
ComRel Publications	-	2,400	2,400	2,400	
Total Expenses:	113,993	243,185	218,309	228,864	

(1,451)

(8,176)

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Year End Projections & Proposed Budget**EDUCATION #15**

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	27,725	55,450	55,450	57,438	
Donations	2,500	2,500	3,000	2,500	
DEER Program	13,335	23,705	23,705	24,524	
WREN Program	2,215	3,167	3,400	3,600	
Summer Program	-	2,736	2,736	2,790	
Earth Week Program	3,000	3,000	3,000	3,000	
Total Revenue:	48,775	90,558	91,291	93,852	
Expenses:					
Salaries	13,186	34,000	34,543	36,620	
Benefits	2,430	5,000	5,249	4,500	
Benefits-MERCs & OMERS	5,387	12,000	12,121	13,000	
Staff Travel	909	1,500	1,500	1,700	
Staff Development	-	250	250	300	
Staff Uniforms	231	231	250	250	
Office Expense	149	500	700	700	
Telephone	316	700	850	850	
Printing	-	-	150	150	
Program Supplies	867	2,000	2,000	2,000	
Administration Overhead	2,014	3,802	4,028	3,932	
Equipment Rental	164	200	200	200	
DEER Program	10,884	20,200	22,200	22,200	
WREN Program	1,665	2,800	3,250	3,250	
Summer Program	-	2,200	2,200	2,500	
Earth Week Program	1,413	1,413	1,800	1,700	
Total Expenses:	39,615	86,796	91,291	93,852	

9,160

3,762

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Year End Projections & Proposed Budget

RENTAL PROPERTIES #58

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
Rent Revenue	2,773	5,570	5,545	5,670	
Total Revenue:	2,773	5,570	5,545	5,670	
Expenses:					
Salaries	-	400	800	600	
Benefits-MERCs & OMERS	-	100	200	150	
Insurance	23	100	250	150	
Bldg Repair & Maintenance	-	500	500	500	
Property Taxes	1,298	2,700	2,950	2,800	
Equipment Rental	-	200	200	200	
Total Expenses:	1,321	4,000	4,900	4,400	

1,452

1,570

645

1,270

Year End Projections & Proposed Budget

AGRICULTURAL LANDS #52

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
Land Rental	4,940	14,160	11,600	14,000	
Total Revenue:	4,940	14,160	11,600	14,000	
Expenses:					
Salaries	2,176	3,600	3,600	3,700	
Benefits-MERCs & OMERS	338	650	645	700	
Staff Travel	542	750	700	800	
Repair & Maintenance	159	1,000	1,000	1,000	
Property Taxes	610	1,250	1,200	1,300	
Equipment Rental	178	450	500	500	
Total Expenses:	4,003	7,700	7,645	8,000	

937

6,460

3,955

6,000

Year End Projections & Proposed Budget**DEPARTMENT: MOTOR POOL & OFFICE EQUIPMENT #60**

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
Reserves	29,554	36,600	36,600	20,000	
Vehicle Rental	51,355	99,500	96,000	105,000	
Equipment Rental	7,883	18,000	20,000	20,000	
Office Equipment Rental	5,751	12,500	13,500	13,500	
Sale Of Assets	3,632	13,600	11,000	54,000	
Total Revenue:	98,175	180,200	177,100	212,500	
Expenses:					
Salaries	10,963	17,500	15,000	16,000	
Benefits-MERCs & OMERS	2,762	4,000	3,600	3,300	
Equipment Purchase	-	17,000	36,000	50,000	
Vehicle Fuel	15,675	28,000	28,000	29,000	
Equipment Fuel	1,234	3,000	3,000	3,500	
Vehicle Repair Maintenance	8,871	12,000	10,000	13,000	
Equipment Repair & Maintenance	2,250	7,000	7,000	5,000	
Office Equipment Maintenance	6,553	14,000	14,000	14,000	
Licence & Insurance	5,996	11,000	11,000	11,000	
Vehicle Lease	4,282	11,000	12,000	11,000	
Vehicle Purchase	44,291	44,291	30,000	35,000	
Reserve Repayment	-	-	7,500	-	
Total Expenses:	102,877	168,791	177,100	190,800	

(4,702)

11,409

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21,700

Year End Projections & Proposed Budget**NON-REVENUE PARKS & LAND MANAGEMENT #54**

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	85,344	170,689	170,689	132,236	
Rental Revenue	-	5,152	5,200	5,280	
Sulphur Spring Admissions	1,521	2,600	2,500	2,700	
Miscellaneous	584	1,200	1,400	1,250	
Total Revenue:	87,449	179,641	179,789	141,466	
Expenses:					
Salaries	34,167	81,500	96,113	59,000	
Benefits-MERCs & OMERS	6,925	17,125	19,062	10,700	
Staff Travel	3,997	9,200	9,200	8,000	
Staff Development	-	-	300	300	
Uniforms	311	450	650	500	
Office Expense	124	700	1,000	800	
Telephone	254	600	650	650	
Utilities	603	1,300	1,300	1,350	
Advertising & Promotion	-	300	500	350	
Insurance	929	1,900	2,000	2,000	
Park Repair & Maintenance	6,299	24,000	20,000	30,000	
Hazard Trees	455	7,000	7,000	7,200	
Park Supplies	1,328	3,900	4,300	4,100	
Water Sampling	543	1,100	1,200	1,150	
Property Taxes	2,283	5,500	7,000	5,700	
Park Signage	285	600	600	600	
Administration Overhead	1,007	1,901	2,014	1,966	
Equipment Rental	2,731	5,500	5,500	5,700	
Durham Day Use Water	329	1,350	1,400	1,400	
Total Expenses:	62,570	163,926	179,789	141,466	

24,879

15,715

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Year End Projections & Proposed Budget

PROPERTY MANAGEMENT #56

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	30,462	60,925	60,925	64,205	
Total Revenue:	30,462	60,925	60,925	64,205	
Expenses:					
Salaries	8,347	17,700	15,010	19,555	
Benefits	2,580	5,160	5,589	4,700	
Benefits-MERCs & OMERS	2,039	3,550	3,076	4,000	
Staff Travel	162	250	150	250	
Staff Development	-	-	100	-	
Staff Uniforms	-	300	300	300	
Office Expense	58	100	50	100	
Telephone	1,169	2,600	3,500	2,700	
Utilities	6,774	13,000	13,250	13,500	
Insurance	5,070	10,500	12,500	11,000	
Building Repair & Maint.	484	3,200	3,600	3,300	
Equipment Rental	1,016	1,800	1,500	2,000	
Shop Supplies	1,498	2,200	1,700	2,400	
Small Tools	153	400	600	400	
Total Expenses:	29,350	60,760	60,925	64,205	

1,112

165

0

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Year End Projections & Proposed Budget

BRUCEDALE C.A. #70

Account	Actual June 30th	Projected Dec 31st	Budget 2018	Proposed Budget 2019	Explanation
Revenue:					
Seasonal Camping	59,416	60,500	53,000	60,000	
Daily Camping	6,498	11,000	7,500	9,000	
Trailer Storage	-	4,000	4,000	4,200	
Wood Sales	392	900	800	850	
Reservation Fee	553	1,000	750	850	
Store revenue, ice	198	550	350	450	
Miscellaneous	1,457	1,700	2,000	1,600	
Total Revenue:	68,514	79,650	68,400	76,950	
Expenses:					
Salaries	3,522	7,500	6,600	7,000	
Salaries - Contract	3,350	10,500	10,500	10,800	
Salaries - Seasonal	770	1,700	1,550	1,700	
Benefits-MERCs & OMERS	1,408	2,900	2,850	3,000	
Staff Travel	433	800	1,100	900	
Staff Uniforms	441	440	250	250	
Office Expense	2,328	4,000	2,400	4,200	
Telephone/Internet	541	1,000	1,000	1,100	
Utilities (Hydro only)	1,885	10,500	11,500	11,000	
Advertising	22	300	300	300	
Insurance	890	1,800	2,000	1,900	
Printing	381	400	400	400	
Park Maintenance	4,477	8,500	4,200	5,000	
Park Supplies	343	750	800	800	
Water Sampling	126	300	300	300	
Equipment Purchase	-	-	450	400	
Property Taxes	1,221	2,500	2,500	2,600	
Wood Purchases	425	700	800	800	
Ice Purchases	68	200	225	225	
Park Signage	153	350	350	400	
Fuel Expense	50	200	200	200	
Equipment Rental	137	200	200	200	
Equipment Maintenance	67	250	400	300	
Reserve Repayment	-	1,200	1,200	-	
Total Expenses:	23,038	56,990	52,075	53,775	

45,476

22,660

16,325

23,175

Year End Projections & Proposed Budget

DURHAM C.A. #72

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
Rentals	1,746	2,200	1,400	2,000	
Seasonal Camping	138,212	141,000	126,500	148,000	
Daily Camping	25,990	55,000	50,000	52,000	
Group Camping	2,397	5,200	6,000	4,500	
Trailer Storage	-	7,700	6,900	7,500	
Wood Sales	2,119	6,800	5,000	6,000	
Reservation Fee	2,610	5,300	4,800	5,000	
Daily Vehicle Pass	1,243	2,700	2,700	2,800	
Store Revenues	1,592	5,200	4,600	4,600	
Summer Career Grant	-	-	6,000	-	
Miscellaneous	6,919	12,500	5,000	4,000	
Total Revenue:	182,828	243,600	218,900	236,400	
Expenses:					
Salaries - Regular	11,922	38,000	38,020	44,200	
Salaries - Contract	8,670	21,500	20,378	23,000	
Salaries - Seasonal	11,039	37,000	38,000	39,500	
Benefits	2,459	4,900	5,347	4,600	
Benefits-MERCs & OMERS	6,946	18,000	17,703	20,000	
Staff Travel	17	200	300	200	
Staff Uniforms	712	800	900	850	
Office Expense	3,686	6,500	7,500	6,800	
Telephone/Internet	1,456	4,400	4,800	5,200	
Utilities	7,914	26,000	31,500	27,000	
Advertising	4,200	4,200	5,000	5,000	
Insurance	2,898	6,000	6,500	6,200	
Printing	846	850	750	900	
Park Maintenance	8,121	20,000	15,000	18,000	
Park Supplies	1,416	2,000	2,000	2,200	
Water Sampling	191	400	400	450	
Equipment Purchase	-	1,000	1,000	1,000	
Property Taxes	1,759	3,700	4,200	3,900	
Wood Purchases	5,760	5,800	3,100	4,500	
Store Purchases	1,232	3,000	2,750	2,700	
Park Signage	-	-	200	200	
Fuel Expense	2,969	4,200	4,200	4,400	
Equipment Rental	19	350	350	400	
Equipment Maintenance	3,068	4,000	3,600	4,200	
Vehicle Maint/replacement	1,117	5,000	2,000	5,500	
Reserve Repayment	-	2,000	2,000	2,000	
Total Expenses:	88,417	219,800	217,498	232,900	

94,411 23,800 1,402 3,500

Year End Projections & Proposed Budget

SAUGEEN BLUFFS C.A. #74

Account	Actual June 30th	Projected Dec 31st	Budget 2018	Proposed Budget 2019	Explanation
Revenue:					
Rentals	661	1,500	1,500	1,600	
Donations	3,000	3,000	-	-	
Seasonal Camping	86,796	88,000	85,000	91,000	
Horse Camping	7,595	14,000	17,000	16,000	
Trailer/Bunkie Camping	5,332	8,000	8,500	8,000	
Daily Camping	50,730	94,000	83,000	86,000	
Group Camping	3,213	11,500	9,500	10,500	
Trailer Storage	-	6,200	5,800	6,000	
Wood Sales	2,065	6,500	5,300	6,000	
Reservation Fee	7,690	13,000	11,000	12,500	
Daily Vehicle Pass	714	1,600	1,800	1,500	
Laundromat	69	300	300	300	
Store Revenue	1,047	3,700	3,500	3,500	
Summer Career Grant	3,240	3,500	3,500	-	
Miscellaneous	4,743	9,000	8,000	6,000	
Total Revenue:	176,895	263,800	243,700	248,900	
Expenses:					
Salaries - Regular	15,522	36,000	35,942	40,000	
Salaries - Contract	10,196	24,500	23,535	24,770	
Salaries - Seasonal	18,704	50,000	50,000	54,000	
Benefits-MERCs & OMERS	7,234	17,500	14,360	16,000	
Staff Travel	314	450	400	500	
Staff Uniforms	1,023	1,100	850	1,000	
Office Expense	4,863	8,800	8,000	8,500	
Telephone/Internet	2,846	6,200	6,500	6,500	
Utilities	4,759	24,000	25,000	25,000	
Advertising	4,690	5,000	6,500	6,000	
Insurance	3,330	6,700	7,200	7,000	
Printing	846	850	800	900	
Park Maintenance	12,268	19,000	17,000	20,000	
Park Supplies	1,441	2,400	2,400	2,500	
Water Sampling	343	1,100	1,100	1,200	
Equipment Purchase	-	800	1,200	1,000	
Property Taxes	2,179	4,000	4,000	4,200	
Wood Purchases	5,760	5,800	3,500	4,500	
Store Purchases	586	1,500	1,500	1,400	
Horse Campground	3,572	7,000	9,000	4,500	
Park Signage	251	2,500	500	500	
Fuel Expense	2,290	4,000	5,500	4,200	
Equipment Rental	118	250	250	300	
Equipment Maintenance	980	1,300	1,300	1,300	
Vehicle Maint/replacement	740	4,500	1,800	5,000	
Reserve Repayment	-	2,100	2,100	2,100	
Total Expenses:	104,855	237,350	230,237	242,870	

72,040

26,450

13,463

6,030

Year End Projections & Proposed Budget**WATER PROJECTS MAINTENANCE & STEWARDSHIP #40**

	Actual	Projected	Budget	Proposed	Explanation
Account	June 30th	Dec 31st	2018	Budget 2019	
Revenue:					
General Levy	5,000	10,000	10,000	15,000	
Special Levy	38,267	88,108	86,534	91,277	
MNRF Grant	25,977	51,954	51,954	51,105	
Reserves	699	1,397	1,397	1,380	
Miscellaneous	4,000	14,000	7,000	4,000	
Total Revenue:	73,943	165,459	156,885	162,762	
Expenses:					
Salaries	12,651	27,000	29,218	31,200	
Benefits	1,023	2,090	1,969	1,880	
Benefits-MERCs & OMERS	3,109	5,900	5,994	6,300	
Staff Travel	3,739	6,400	6,200	6,200	
Staff Development	407	1,000	1,000	1,000	
Staff Uniforms	292	292	250	250	
Office Expense	447	1,000	1,000	1,000	
Telephone	420	1,000	1,000	1,000	
Insurance	327	725	725	750	
Equipment Purchase	43	400	400	400	
Administration Overhead	2,014	3,802	4,028	3,932	
Stewardship Services	80	10,000	10,000	15,000	
Lake Huron Centre	-	10,000	10,000	10,000	
Walkerton Property Management	-	10,000	7,000	-	
Durham Ice Management	6,475	9,500	7,000	8,500	
Durham Lower Dam	2,767	5,850	5,850	6,000	
Durham Middle Dam	6,222	8,500	7,700	8,500	
Durham Upper Dam	12,160	15,500	11,500	13,500	
Inverhuron Flood Control	1,014	2,200	2,200	3,500	
Kincardine Projects	113	1,400	1,400	1,400	
Neustadt Flood Control	-	2,000	2,000	2,000	
Paisley Dyke	11,550	26,500	26,500	26,500	
Pinkerton Dyke	86	300	400	400	
Port Elgin Erosion Control	-	-	100	100	
Southampton Erosion Control	-	1,200	1,200	1,200	
Walkerton Dykes	3,663	12,500	11,850	11,850	
Mount Forest Dam	-	400	400	400	
Total Expenses:	68,602	165,459	156,885	162,762	

5,341

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Township of Wellington North

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

Deputation Request Form

Name of Deputation(s) **Silvana Sangiuliano**

Attending as an individual OR Representing a group/organization/business

Name of Group/Organization/Business _____

Contact Information

Mail: _____, Belwood, Ontario N0B 1J0

Email: _____

Telephone: _____

Type of Meeting

Council OR Committee (includes ad hoc) _____

Date of Meeting **December 3, 2018**

Subject Matter (submit your complete deputation submission with this form)

Impact of Marijuana (please see attached document)

Recommendation/Request of Council (what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

Please hold an information session open to the public.

Declare a smoke-free environment in public spaces, prohibiting use of tobacco and marijuana in any form. Implement by-laws prohibiting the growing of cannabis anywhere. Ban edibles.

Stop marijuana retailers and producers from entering our communities.

Please OPT OUT of hosting retail marijuana outlets before the deadline of January 22, 2019.

Estimated Financial Impact to municipality: n/a

Capital _____ Annual Operating _____

SIGNATURE: _____

Notice of Collection/Use/Disclosure: All information submitted in support of meetings of Council/Committee/Planning deliberations/ is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, telephone numbers, names and addresses on agendas and to persons requesting access to records of Council/Committee/Planning Committee. All information submitted to the municipality is subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's office (519) 848-3620.

IMPACT OF MARIJUANA

by Silvana Sangiuliano

November 21, 2018

There are countless reasons why municipalities must **OPT OUT** permanently from allowing private marijuana retailers and producers from entering our communities. By-laws must be immediately established and enforced to protect citizens from the resulting impact of marijuana.

If municipalities don't opt out, they are automatically opted in, forfeiting all rights regarding licensing, and the number and location of retail outlets. The municipalities' hands will be tied: "... any existing by-law passed by a municipality to regulate cannabis retail location is deemed to be of no effect." (Section 42(3), Bill 36 Cannabis Statute Law Amendment Act, 2018).

"Municipal governments will be the first to witness and respond to the impacts of cannabis legalization in our communities." (Association of Municipalities—AMO)

Despite federal and provincial governments hoisting marijuana legalization upon us with blatant disregard to facts and lack of research, **municipalities have the power to say NO before January 22, 2019**, priding themselves in protecting their thriving communities.

No amount of **money** can justify the negative ramifications of marijuana legalization. It does not account for the undertaking of building the framework to support legalization: public health and safety, workplace safety, policing, emergency services, and education.

Some think organized crime and dealers will be curtailed when marijuana sales become legal. This is not true. One of the most important drivers of **black market** sales is the price gap between legal and illegal products. Since the gap is large (up to 50%), black markets will flourish. Is one to believe drug dealers will suddenly develop a conscience because marijuana is legal? Will pushers decide to engage in a new, unscrupulous profession abandoning one that has been lucrative? Certainly not. They will continue to illegally export to other countries. They will push harder to their current clients and underage **children**.

Buyers will stay with who and what they trust. There is no incentive to switch to a private retailer. In a small community, where people know one another, patrons don't want the **stigma** of being seen by their employer or others entering or exiting marijuana stores.

Since the THC content in black market supply is two to four times stronger, one would have to buy the equivalent amount at a greater cost legally to achieve the high they are accustomed to.

With the legal amount of 30 grams yielding approximately **100 joints** and four plants yielding approximately **3000 joints** every three months, and the ability to stock-pile, concerns over increased drug usage, addiction, and dealing will increase.

Explosions caused by using **flammable solvents** in the refining process to obtain oil from home-grown marijuana plants, culminate in demolished houses, serious injury, and **death**. This puts our community and **firefighters** at further risk.

Municipalities can "**specify that the use of residential premises for the growing of [cannabis plants] is prohibited**" (Federation of Canadian Municipalities <https://fcm.ca/Documents/issues/Cannabis-Guide-EN.pdf> (p.22))

We must consider the safety and protection of everyone, particularly **children**, in environments where marijuana is produced and consumed in various ways, be it smoked, vaped, or as edibles.

Making marijuana legal gives false perception to adolescents of the drug's harmful effects. Allowing smoking normalizes that it is safe and acceptable.

A great deal of time and money is being spent on economic development, beautification, and revitalization of our communities, only to be undone by loitering and crime which will further escalate since marijuana stores will stay open until 11:00 p.m., when other businesses will be closed.

Envision walking down the street and in parking lots, through clouds of second-hand smoke on your way to your favourite restaurant, store, park, or arena.

There is only **one** person in all of Wellington-Dufferin-Guelph Public Health to enforce tobacco laws, now being compounded by adding cannabis. That is **one person for a population of 300,000**. How can this possibly be done effectively?

Municipalities can implement by-laws declaring a smoke-free environment, prohibiting use of tobacco and marijuana in any form.

Municipalities can also ban edibles.

Drinking and driving and distracted driving continue to cause **death**. The problem will be further compounded with **drug impaired driving** and the consumption of **both alcohol and drugs** in combination. A ten-year trend shows **one in four** teens who died in motor vehicle accidents tested positive for cannabis. This impacts the safety of all citizens and puts a tremendous amount of pressure on our **police** forces.

This paper provides a closer look at the impacts of forfeiting rights as a municipality, the black market, impaired driving, emergency services, marijuana edibles, health, second-hand smoke, workplace safety, by-laws and policies, economical impact, environmental, real estate, insurance, entries to the U.S., and pardoning of criminals.

Colorado is used as a model since this state was the first to legalize marijuana for recreational use in 2014. There, the black market is booming. Crime is on the rise. Hospital visits are increasing. Now, its governor won't rule out recriminalizing it.

The following excerpts contain factual and statistical information and can be cross-referenced with accompanying links prefacing summaries.

FORFEITING RIGHTS AS A MUNICIPALITY

<https://www.amo.on.ca/AMO-PDFs/Cannabis/What-s-New-with-Bill-36.aspx>

If you opt in, you forfeit all rights as a municipality regarding the number and location of retail outlets.

- “Restrictions on Municipal By-law Making Authority: Section 42(1) of the Act denies municipal governments the authority to pass a business licensing by-law respecting the sale of cannabis or the governance of retail stores. Section 42(2) of the Act denies municipal governments the authority to pass a by-law under the Planning Act that has the effect of distinguishing where cannabis can or cannot be sold. Under section 42(3), any existing by-law passed by a municipality to regulate cannabis retail location is deemed to be of no effect.”
- licenses will be granted by the Alcohol and Gaming Commission of Ontario (AGCO) **NOT** municipalities
- There is no cap on how many stores will be allowed to open in Ontario. In addition, a **single** company will be able to open up to a maximum of **75 stores**. This raises concerns about large corporations setting up shops on every corner.
- Will marijuana retailers be liable for selling to someone who uses the substance, gets in a vehicle, and kills someone? Will municipalities be negligent in allowing this to happen? Do you want this on your conscience?

<https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-36#Sched247>

Bill 36 of the Cannabis Act outlines that once a retail store is allowed to operate, the decision cannot be reversed.

Lifting of prohibition

- 41(3) A municipality that has prohibited cannabis retail stores under subsection (1) may, by resolution, lift the prohibition and permit cannabis retail stores to be located in the municipality.

Lifted prohibition may not be restored

- 41(4) A resolution passed for the purposes of subsection (3) is final and may not be reversed.

BLACK MARKET

www.cbc.ca/news/world/colorado-marijuana-black-market-1.4647198

Colorado: When recreational marijuana went on sale in 2014, the government's goal was to regulate and tax a drug that was already widely used and to squeeze out dealers and traffickers in the process. But, law enforcement authorities in the state say legalization has done the exact opposite.

- The black market is booming, despite more than 500 recreational marijuana dispensaries in the state.
- It's being driven by criminal organizations that grow marijuana in Colorado and smuggle their crop into states where it is still illegal and can be sold for a much greater profit.
- The black market hasn't gone away within the state, either, because some marijuana users are deterred by the higher dispensary prices and are loyal to their long-time dealers.
- Paul Roach, supervisor for Drug Enforcement Administration (DEA)
 - Drug trafficking organizations move there—disguised as legitimate operations
 - Will exploit Canadian laws to increase profit

- Anonymous drug dealer says legalization hasn't had a big impact on his business because he caters to clients who don't want to be seen going into a dispensary. His clientele also includes a number of truck drivers, who are prohibited from using marijuana under federal transportation laws.
- Users continue to support black market because they've built trust, and the drugs are cheaper.

www.theglobeandmail.com/news/national/ontario-vows-to-give-municipalities-40-million-for-marijuana-law-enforcement/article38260217/

- The elimination of illicit markets won't happen. Dispensaries will still have limits requiring proof of age, set price, potency constraints, and the stigma of being seen at these retailers in a small community. These restrictions are deterrents ensuring others will continue to turn to the streets.

www.cbc.ca/news/canada/british-columbia/legal-marijuana-in-colorado-brought-spike-in-black-market-1.4587048

- In Denver, DEA public information officer Randy Ladd said people sometimes peddle pot right outside legal dispensaries and they'll undercut prices in legitimate stores and skirt taxes.
- Ladd has a warning for Canadians who think legalizing cannabis will snuff out the illegal market and the crime that goes with it, even if all the jurisdictions in Canada legalize the drug at the same time.
- Ladd: "There are people who come to Colorado, and they'll come to Canada if they can — they'll come from the United States and they'll come from around the world to **rob people at gunpoint** for their marijuana. **They'll kill people**," he said. "I can tell you, there's a very dark side to it."

www.teenchallenge.ca/get-help/canadian-drug-crisis

- Canadian Security Intelligence Service (CSIS) estimates there are roughly 950 organized criminal groups active in Canada. About 80% derive revenues from illegal drug sales. *Edmonton Journal, April 4, 2009*
- 23% of Ontario students report that they were offered, sold, or given a drug at school in the last year. That's about 219,000 students. (*Legalization will not prevent this from occurring*).

IMPAIRED DRIVING

<https://www150.statcan.gc.ca/n1/pub/85-002-x/2016001/article/14679-eng.htm>

- Impaired driving still remains one of the most frequent criminal offences and is among the leading criminal causes of death in Canada.
- In 2015, drug-impaired driving doubled since 2009, when data became available.
- Drug-impaired driving is on the rise ([Allen 2016](#)).
- At least 1 out of 6 persons accused in an impaired driving court case in 2014/2015 had been previously accused in another impaired driving case during the preceding 10 years.

EMERGENCY SERVICES

FIRE

<https://www.cbc.ca/news/canada/nova-scotia/hrm-fire-anticipates-increased-risks-from-home-grown-marijuana-1.4704155>

- Home cultivation has brought increased risks of fires from people growing and smoking pot at home

- Someone takes a home and tries to build a modified greenhouse in a bedroom or room that's not built for that
- Increased risk comes from:
 - compressed carbon dioxide tanks that are used to increase yields
 - high-watt light bulbs that may melt nearby wiring
 - explosions from butane used to extract THC from marijuana
 - wiring issues caused by the theft of electricity to power high-watt lights

<https://cafc.ca/page/cannabis>

The Canadian Association of Fire Chiefs is concerned the federal government is overlooking the following implications:

- explosion conditions, fumigation, automation sprinkler systems, automatic emergency power systems, hazardous materials, exhaust, fumes, carbon dioxide emission, flammable and combustible liquid extraction systems, inspection, and education

POLICE

<https://www.wellingtonadvertiser.com/comments/index.cfm?articleID=41719>

Inspector Scott Lawson, Wellington County O.P.P Detachment Commander states:

- “You just have to know that cannabis will impair you. There’s tons of medical evidence to back that up.”
- “When you combine [cannabis and alcohol] and you get behind the wheel of your boat, of your motorcycle, of your vehicle, you’re going to be impaired.”
- “How would we know what 30 grams is because they’re not going to give us all a little scale. We don’t want to open those packages ... we’re not handling product”
- “If organized crime is currently what’s supplying cannabis to Canada ... they [could] find ways to get into the legal market and start distributing legal cannabis in an illegal way and using the profits to fund what they fund.”
- “With taxes added to the sale of marijuana, there’s a chance people will continue to buy illegal cannabis anyway.”
- “If you have young kids in your home or youth in your home and you’ve got four plants growing and curious kids ... they kind of get it. The next thing you know, they’re cutting a bit of bud off it and trying to figure it out and they saw mom and dad rolling it. We won’t have any control over that. We won’t see that; we won’t know that until paramedics get called because the kid’s gone down or is struggling.”

PARAMEDICS

Paramedics are already victims of abuse, assault, and violence. Will this escalate with increased marijuana use?

<https://www.theglobeandmail.com/cannabis/article-with-cannabis-legalization-looming-doctors-foresee-uptick-in/>

- “Paramedics have seen more marijuana-related calls and are concerned about impaired driving causing collisions, as well as children who accidentally consume cannabis edibles. (Randy Mellow, President of Paramedic Chiefs of Canada).

- It makes it challenging for paramedics to distinguish the cause of the emergency

<https://www.cbc.ca/news/health/cannabis-overdose-legalization-edibles-public-education-1.4800118>

- Data from the Canadian Institute for Health Information (CIHI) shows that over the past three years the number of emergency room visits because of cannabis overdoses in Ontario has almost tripled — from 449 in 2013-14, to nearly 1,500 in 2017-18.
- Symptoms of cannabis overdose (THC poisoning) include elevated heart rate and blood pressure, anxiety, vomiting and in some cases psychosis, possibly necessitating hospitalization.

MARIJUANA EDIBLES

Edibles, including food and beverages, will be introduced in 2019.

Food and beverage companies are forming alliances with cannabis producers. This is dangerous.

www.nejm.org/doi/full/10.1056/NEJMp1500043

- Implications of edibles:
 - **psychoactive** effects delayed up to 4 hours, but can last more than 8 hours, extending the duration of impaired judgment and coordination that can lead to unsafe driving and accidental injuries
 - higher rates of calls (70%) to **poison**-control centres for unintentional marijuana exposure [edibles] in **children under 9 years of age**
 - increased **hospital** visits
 - cause **death**
- Increase in potency: THC more than 20%; levels in hashish reach up to 90%

HEALTH

www.urmc.rochester.edu/encyclopedia/content.aspx?ContentTypeID=1&ContentID=3051

- the rational part of the brain is not fully developed until the age of 25

<https://www.cps.ca/en/documents/position/cannabis-children-and-youth>

- Structural changes of the brain on MRI have been documented in youth who use cannabis regularly indicating damage by THC.
- The THC content of marijuana available today is two to four times higher than from typical products used 40 years ago (20), a factor likely to magnify impact on the adolescent brain.
- increased neural activity, which means the brain is working harder to perform tasks

www.ncbi.nlm.nih.gov/pmc/articles/PMC3930618/

- marijuana use affects brain development and functioning
- causes deficit in attention and memory
- leads to risky behaviours, including increased marijuana use, aggressive and delinquent behaviour

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4827335/>

- long-term marijuana use leads to addiction and increases when used in the teen years or daily

- 2.7 million people aged 12 and older met criteria for dependence
- Cessation is difficult and leads to relapse due to irritability, sleeping difficulties, dysphoria, craving, and anxiety

<https://www.drugabuse.gov/publications/research-reports/marijuana/what-are-marijuanas-effects-lung-health>

- Marijuana smoke contains carcinogenic combustion products, including about 50% more benzoprene and 75% more benzanthracene (and more phenols, vinyl chlorides, nitrosamines, reactive oxygen species) than cigarette smoke.
- Because of how it is typically smoked (deeper inhale, held for longer), marijuana smoking leads to four times the deposition of tar compared to cigarette smoking.

<https://www.drugabuse.gov/publications/research-reports/marijuana/there-link-between-marijuana-use-psychiatric-disorders>

- marijuana use increases risk for psychiatric disorders, including psychosis (schizophrenia), depression, anxiety, and substance use disorders

<https://www.drugabuse.gov/publications/research-reports/marijuana/how-does-marijuana-use-affect-school-work-social-life>

- marijuana's negative effects on attention, memory, and learning can last for days or weeks after the acute effects of the drug wear off
- someone who smokes marijuana daily functions at a reduced intellectual level most or all of the time
- students who smoke marijuana have poorer educational outcomes than their non-smoking peers, are significantly less likely to finish high school or obtain a degree
- have a much higher chance of developing dependence, using other drugs, and attempting suicide
- heavy marijuana use linked to lower income, greater welfare dependence, unemployment, criminal behavior, and lower life satisfaction

SECOND-HAND SMOKE

www.drugabuse.gov/publications/research-reports/marijuana/what-are-effects-secondhand-exposure-to-marijuana-smoke

- The National Institute on Drug Abuse reports the effects of **second-hand smoke** as being psychoactive, registering in the blood and urine, and affecting the lungs. Concerns raised about vulnerable populations include children and asthmatics.

<https://fcm.ca/Documents/issues/Cannabis-Guide-EN.pdf> (p.32)

- The understanding that tobacco consumption can be harmful to respiratory health and contribute to cancers, and that second-hand smoke can have similar negative health impacts, has qualified as health-related reasons for municipal restrictions on tobacco consumption. Local governments are likely to be able to draw on a similar approach for cannabis consumption where authorized. (The Federation of Canadian Municipalities)

WORKPLACE SAFETY

Consideration must be given to workplace safety, operation of machinery, detection, disciplinary action, decreased work performance, attendance, and loss of productivity.

<https://www.drugabuse.gov/publications/research-reports/marijuana/how-does-marijuana-use-affect-school-work-social-life>

- Increased risk for injury or accidents in the workplace: One study among postal workers found that employees who tested positive for marijuana on a pre-employment urine drug test had 55% more industrial accidents, 85% more injuries, and 75% greater absenteeism compared with those who tested negative for marijuana use.

BY-LAWS AND POLICIES

<https://www.cbc.ca/news/canada/kitchener-waterloo/university-of-guelph-cannabis-policy-1.4791679>

- University of Guelph—not allowed to smoke marijuana or tobacco anywhere on campus, including residences; no sales or deliveries are permitted

<https://www.orangeville.com/news-story/8996509-up-in-smoke-shelburne-council-says-no-to-recreational-cannabis-use-in-public-spaces/>

- Shelburne council voted in favour of a new by-law — based on rules recently adopted in Markham — forbidding the smoking or vaping of recreational cannabis in public spaces.
- That means no lighting up or vaping of recreational cannabis anywhere that is accessible to the public including parks, trails, parking lots, town facilities, sidewalks, roads, shopping malls and other retail, commercial and business establishments.
- Markham (pop. 330,000), Richmond Hill (pop. 200,000), and King Township (pop. 25,000) have all opted out of allowing marijuana stores in their communities.
- **Our municipalities have the power to do the same.**

ECONOMICAL IMPACT

www.cbc.ca/news/business/cannabis-weed-pot-canada-1.4598560

- Economist and policy analyst Rosalie Wyonch, from the Canadian C.D. Howe Institute, says, “The clear economic logic is that so long as there is demand beyond what the legal industry can supply when new legislation takes effect this year, a market supplied by criminals will continue to exist.”
- In the Canadian case, the C.D. Howe investigation indicates that immediately after recreational sales are permitted, illegal suppliers will continue to control about half the market, wiping out roughly \$420 million in potential excise tax revenue that would otherwise be collected.

http://research.cibcwm.com/economic_public/download/eijan16.pdf (p.8)

- Avery Shenfeld, CIBC economist, states, “The bottom line is that federal/provincial governments might reap as much as \$5 billion from legalization, but only if all the underground sales are effectively curtailed. That’s on the order of 0.25% of GDP, no barnburner.”

www.theglobeandmail.com/news/national/ontario-vows-to-give-municipalities-40-million-for-marijuana-law-enforcement/article38260217/

- \$40 million over 2 years shared amongst 444 municipalities in Ontario. This will not be divided equally among municipalities. A minimum of \$10,000 will be given only if opting in.
- The federal government's share of the duties is capped at \$100 million with only half to be shared with provinces and territories. This could also lessen. In fact, in December, 2017, it was 75%, now it is down to 50%. This is provided on a **per household** basis, which would not equate to much based on the 2016 census of approximately 10,800 households in Centre Wellington, 4,600 in Wellington North, 4,500 in Guelph-Eramosa, 4,000 in Erin, 3,200 in Minto, 3,100 in Mapleton, and 2,700 in Puslinch. The City of Guelph is 52,000.

<https://www.amo.on.ca/AMO-Content/Policy-Updates/2018/AMOREcommendationsBill36OntarioCannabisStatuteLawA>

- The Association of Municipalities Ontario (AMO) remains concerned that the costs related to legalization, from closing illegal dispensaries to road enforcement and other use, will exceed the funds the province receives from the federal government, of which \$40 million to be shared with municipal governments.

ENVIRONMENTAL

https://www.mccarthy.ca/en/insights/blogs/canadian-era-perspectives/spotlight-cannabis-part-2-taking-closer-look-environmental-costs-cannabis-cultivation?utm_source=Mondaq&utm_medium=syndication&utm_campaign=inter-article-link

- The primary environmental issues arising from the production of cannabis on a commercial scale include contaminated sites management, water use, effluent and waste management, odours and air quality, energy use and greenhouse gas (GHG) emissions.
- a cannabis plant needs 22 litres of water a day
- impacts on local watersheds as a result of the diversion of water for cannabis production
- generate effluent containing growth nutrients and pesticides, which could have potentially adverse environmental impacts on local ecosystems
- cannabis production generates a significant waste stream
- a significant amount of which is being disposed in landfills rather than being composted, which takes months and a considerable amount of space
- the growth of cannabis plants emits terpenes, which are a type of volatile organic compound (VOC) known for their strong odour
- The cultivation of cannabis is an energy intensive activity, particularly for the indoor production of cannabis which requires high-intensity lighting, air conditioners, and dehumidifiers to regulate humidity and temperature. The Northwest Power and Conservation Council has calculated that it takes approximately 5,000 kWh to produce one kilogram of cannabis product – this is the same amount of energy an average Canadian household would use in 4 months.

<https://fcm.ca/Documents/issues/Cannabis-Guide-EN.pdf> (p.14)

- As a type of intensive agriculture, cannabis production needs a supply of: water for irrigation, electricity for lighting, and energy for heating.

- Cannabis production has some special impacts in relation to odour emissions and a need for heightened security that can be associated with high-value crops.
- risks of outdoor cultivation to children and domestic pets

REAL ESTATE

<https://www.zocasa.com/blog/cannabis-report-2018/>

- In a survey released on October 16, 2018, most Canadians feel that smoking cannabis inside their homes is generally a bad idea.
- 64% of those who indicated they were homeowners felt doing so would harm its resale value, an increase from the 39% who indicated as such in Zocasa's previous Housing Trends Report.
- Over half of homeowners – 57% – felt that growing even the legal amount of cannabis (up to four plants under the Cannabis Act), would have a negative impact on a home's value.
- This stigma extends to prospective home buyers, too: A total of 52% respondents say they'd be less likely to consider specific houses for sale if they knew even a legal amount of cannabis had been grown in them.
- 42% agree that dispensaries will reduce values of homes in a neighbourhood compared with liquor stores (11%)
- 48% of respondents stated the presence of a dispensary nearby would reduce their desire to purchase a specific property
- 88% of landlords want to ban smoking in their rental units

INSURANCE

<https://www.bnnbloomberg.ca/home-auto-insurance-costs-could-rise-after-marijuana-legalized-experts-1.1146073>

- Canadians could face rising home and car insurance costs once recreational marijuana is legalized as insurers eye increased risks stemming from a potential increase in people consuming cannabis, according to industry experts.
- "A recent Statistics Canada survey revealed that about **one in seven** cannabis users with a driver's licence report **driving within two hours** of using it. This is an alarming statistic and this road safety risk and uncertainty around it will most likely be reflected in some level of increased auto insurance rates." (Hazel Tan, Intact Financial)
- "Ontario Automobile Policy **excludes coverage** for accidental loss or damage **caused by drivers under the influence** of intoxicating substances. If accidents as a result of cannabis use increase, insurance companies' loss-ratios will increase, and that will ultimately increase individual drivers' premiums." (Alyssa Furtado, CEO of Ratehub.ca)
- Tan also said the insurer would be introducing some **coverage limits** in their home insurance policies to "reflect the risk" once cannabis is legalized.
- "The biggest risks for insurers from people growing cannabis at home are **damages** to a property due to **fire and theft**, even if they're not growing pot at the scale of a grow-op," Furtado said.
- "Cannabis growers often modify the heating and electrical systems on their property, which can increase risks for **fire and electrocution**. Fumes can build up inside the home's ventilation system and cause **mould or fungus** to develop," Furtado said.

ENTRY TO U.S.

<https://www.ctvnews.ca/canada/why-investing-in-pot-could-pose-problems-at-the-u-s-border-1.4011813>

- Problems at the border could impact thousands of Canadian investors who have put an estimated \$25 to \$30 billion into Canada's biggest pot production companies—in theory making them financiers of a drug illegal under U.S. federal laws.
- Canadian businesspeople have been denied entry and even banned from investing in U.S. companies.
- includes a business man working for a company making equipment to harvest marijuana who was banned for life

CRIMINALS PARDONED

<https://www.cbc.ca/news/politics/tasker-pot-pardons-limitations-1.4866610>

<https://www.ctvnews.ca/politics/bill-to-pardon-past-pot-convictions-coming-before-the-end-of-2018-1.4137578>

- Those with criminal records for possession of marijuana will be pardoned and possibly have records expunged.
- Will they ask for compensation for having been incarcerated, costing taxpayers more money?
- A previous criminal record does not necessarily prohibit someone from obtaining a licence to run a legal cannabis store.

CONCLUSION

Many issues surrounding the legalization of cannabis are counterintuitive, defying common sense.

Municipalities have the power and social responsibility to enact by-laws to protect the health and safety of our citizens. Do the right thing. Be proactive. Protect and prevent erosion of our communities.

Declare a smoke-free environment in public spaces, prohibiting use of tobacco and marijuana in any form. Implement by-laws prohibiting the growing of cannabis anywhere. Ban edibles.

Do not forfeit your rights. Stop private marijuana retailers and producers from entering our communities.

Please OPT OUT before January 22, 2019.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
RECREATION & CULTURE COMMITTEE MINUTES
NOVEMBER 20, 2018 AT 8:30 A.M.**

050

The meeting was held in the Meeting Room of the Mount Forest & District Sports Complex.

Committee Members Present:

- **Andrew Lennox, Mayor, Acting Chair**
- **Dan Yake, Councillor**
- **Barbara Dobreen, Councillor, Township of Southgate**

Committee Members Absent:

- **Steve McCabe, Councillor**
- **Lisa Hern, Councillor**

Staff Members Present:

- **Mike Givens, Chief Administrative Officer**
- **Catherine Conrad, Deputy Clerk**
- **Tom Bowden, Manager of Recreation Services**
- **Mandy Jones, Community Recreation Coordinator**
- **Chanda Riggi, Human Resources Manager**

CALLING THE MEETING TO ORDER

Acting Chair Lennox called the meeting to order.

PASSING AND ACCEPTANCE OF AGENDA

RESOLUTION REC 2018-014

Moved by: Councillor Yake

Seconded by: Councillor Dobreen

THAT the agenda for the November 19, 2018 Recreation & Culture Committee meeting be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF

No declarations of pecuniary interest were declared

MINUTES OF PREVIOUS MEETING

The minutes of the May 15, 2018 Recreation & Culture Committee meeting were received and adopted by Council at the Regular Meeting of Council held on June 4, 2018.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
RECREATION & CULTURE COMMITTEE MINUTES
NOVEMBER 20, 2018 AT 8:30 A.M.**

051

BUSINESS ARISING FROM MINUTES

None.

REPORTS

Recreation Structure Update

Chanda Riggi, Human Resources Manager, reviewed changes to the Recreation Organizational structure, positions that have been filled and those that will be filled. Key stakeholders will continue to be updated.

RCC 2018-001 Recreation and Culture Committee Governance

RESOLUTION REC 2018-015

Moved by: Councillor Dobreen

Seconded by: Councillor Yake

THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RCC 2018-001 being a report on the proposed Recreation and Culture Committee governance.

CARRIED

RCC 2018-002 Wellington North Summer Day Camp Program

RESOLUTION REC 2018-016

Moved by: Councillor Yake

Seconded by: Councillor Dobreen

THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RCC 2018-002 being a report on a proposed Wellington North Summer Day Camp program;

AND FURTHER THAT the Recreation and Culture Committee recommend to the Council of the Corporation of the Township of Wellington North to proceed with the development and implementation of a Summer Day Camp Program in both Arthur and Mount Forest in 2019.

CARRIED

RCC 2018-003 Futuresign Multimedia Displays Inc. Agreement

RESOLUTION REC 2018-017

Moved by: Dobreen

Seconded by: Yake

THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RCC 2018-003 being a report to enter into an agreement with Futuresign Multimedia Displays Inc.;

AND FURTHER THAT the Recreation and Culture Committee recommend to the Council of the Corporation of the Township of Wellington North that a by-law authorizing the Mayor and Clerk to enter into an agreement with Futuresign

**THE CORPORATION OF THE
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NOVEMBER 20, 2018 AT 8:30 A.M.**

052

Multimedia Displays Inc. providing exclusive lobby advertising rights to Futuresign Multimedia Displays Inc., in exchange for the installation and maintenance of display units within the Township of Wellington North arena facilities for a period of 5 years.

CARRIED

Facility Usage Reports

Tom Bowden, Manager of Recreation Services, reported that ice time numbers in Arthur are down and most likely due to Arthur Minor Hockey numbers being down.

2018 Capital Budget

Tom Bowden, Manager of Recreation Services, reported the following:

- Arthur Pool fencing came in under budget.
- Pickup truck for Arthur was upgraded to a 2019 and is on its way.
- Arthur pool heater will be installed for spring.
- Arthur storage building will be held over till next year.
- Ball Diamond C is seeded and the backstop is to be installed.
- Kinsmen diamond will be completed in the spring.
- Ice plant compressor is running well. There have been some computer errors and a computer upgrade is being considered. He is also looking at replacing the other compressor.

Trail Enhancements

Tom Bowden, Manager of Recreation Services, announced that Molok waste containers will be placed at the head of the trails in the spring. Funding support has been secured from the Wellington County Trail Funding Programme.

PRESENTATIONS

YMCA – Geoff Vogt, Chief Executive Officer

- Partnership Opportunity

Mr. Vogt reviewed the history of the YMCA-YWCA (Y) of Guelph and programming offered. In general, the Mission of Y's state that Y's are charitable organizations helping people achieve personal growth in spirit, mind and body through participation and service to the community. The typical Vision of a Y is to create a vibrant and healthy community where everyone belongs and has the opportunity to reach their full potential. The establishment of any new Y facility, program or service must fit within both the Y's Mission and Vision.

The Y enters into partnership agreements with municipalities to meet important community needs, deliver services in a sustainable and cost-effective way, and

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
RECREATION & CULTURE COMMITTEE MINUTES
NOVEMBER 20, 2018 AT 8:30 A.M.**

053

leverage the unique resources and abilities of both parties. The Y was asked to take on a child care centre in Arthur. It has gone well and has 71% occupancy. There could be opportunities for the Y to partner with the municipality to provide services to residents.

Mike Givens, CAO, suggested the Township could partner with the Y to provide services to people moving to our area from cities. Partnerships are considered positively by the Provincial and Federal Governments in regards to funding applications. A partnership with the Y may open up broader service provision opportunities for the Township.

OTHER BUSINESS

Ad Hoc Committee Updates

- **Mount Forest Aquatics**
Council endorsed the Committee recommendations regarding the splash pad and Openspace will begin installation in spring. The Committee has indicated that they are committed to fundraising to cover the cost of the splash pad.

- **Arthur Village Skateboard/BMX**
Mandy Jones, Community Recreation Coordinator, visited Mr. Cox's Grade 6 class at Arthur Public School to help the students gain an understanding of what recreation is. Mandy proposed to offer this as a pilot program and visit every month. She has reached out to a skateboard park company for models for students to consider and is looking at expanding to other schools.

- **Lynes Blacksmith Shop**
Ownership has been finalized. The Blacksmith Shop Committee hosted very successful Culture Days that included a successful fund raiser. Trees have been planted and a new fence erected to separate the property from the property to the south. A storage unit has been purchased. A meeting will take place to review the engineer report.

ROUNDTABLE

Councillor Yake commented that the hospital is interested in using space at the Sports Complex and asked if they have made any inquiries. Mike Givens, CAO, confirmed that the hospital is interested once the Mount Forest Chamber of Commerce moves out.

Mandy Jones, Community Recreation Coordinator, suggested using a monthly newsletter, to be posted on the Township website, as a communication piece to support community groups.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
RECREATION & CULTURE COMMITTEE MINUTES
NOVEMBER 20, 2018 AT 8:30 A.M.**

054

Tom Bowden, Manager of Recreation Services, reported that there have been a couple water leaks at the Mount Forest Sport Complex. A plumber has looked at it and a new pressure tank maybe needed.

Mayor Lennox announced that he has been invited to the seniors group Christmas lunch.

Councillor Dobreen thanked the group for her time on the Committee. Mayor Lennox thanked her for her involvement.

NEXT MEETING

Next meeting to be held on January 15, 2019 at 8:30 a.m. Location to be determined.

ADJOURNMENT

RESOLUTION REC 2018-018

Moved by: Dobreen

Seconded by: Yake

THAT the Recreation and Culture Committee meeting of November 19, 2018 be adjourned at 10:39 a.m.

CARRIED



SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #77

MEETING: SOURCE PROTECTION COMMITTEE
DATE: FRIDAY, JUNE 22, 2018
TIME: 1:30 P.M.
LOCATION: GREY SAUBLE CONSERVATION, OWEN SOUND ON

CALL TO ORDER

Chair called the meeting to order at 1:30 p.m.

In Attendance: Chair, Bill Twaddle
Bruce Davidson, Carolyn Day, Stan Eby, Robert Emerson, Kathie Hughes,
Brent Lanktree, Angela Newman, Les Nichols, Tara Saab, Gord
Timmerman

Others Present: Bilal Kidwai, Ex-officio, Ministry of the Environment and Climate
Change (MOECC)
Angela Newman, Ex-officio, Grey-Bruce Health Unit
Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)
Nancy Guest, Recording Secretary, DWSP

Also in Attendance: Sonya Skinner, CAO, Grey Sauble Conservation
Wayne Brohman, General Manager/Secretary-Treasurer, Saugeen Conservation
Justine Lunt, Program Supervisor & Risk Management Official, DWSP
Karen Gillan, Communications Specialist, DWSP
Michele Desjardin, Water Research Assistant, Chippewas of Nawash

Regrets: Mitch Twolan

The Chair introduced and welcomed three new members to the Source Protection Committee, Tara Saab, Stan Eby and Gord Timmerman, and also welcomed Bilal Kidwai, Wayne Brohman, Sonya Skinner and Michele Desjardin, Water Research Assistant from Chippewas of Nawash.

1. Adoption of Agenda

Motion No.
SPC-18-282

Moved by Les Nichols
Seconded by Bruce Davidson

THAT the Agenda be adopted as distributed/amended.

Carried

2. Disclosure of Pecuniary or Conflict of Interest

Source Protection Committee (SPC) members were reminded to disclose any pecuniary interest that may arise during the course of the meeting. No disclosures of pecuniary interest were expressed at this time.

3. Adoption of Minutes

Motion No.
SPC-18-283

Moved by Kathie Hughes
Seconded by Carolyn Day

THAT the Minutes of the January 26, 2018 Source Protection Committee meeting be adopted as distributed.

Carried

4. Matters Arising from the Minutes

No matters arose from the previous minutes.

5. Correspondence

Letter from Bruce Power dated April 30, 2018 respecting its environmental protection annual report was **noted and filed**.

6. Reports

Administration Report 6a

The Project Manager reviewed Report 6a and advised that the Source Protection Plan (SPP) amendment respecting the Ripley and Point Clark wells is next on the Minister's list for review. The Programs Branch has several questions after which the new Minister, (the Hon. Rod Phillips), will be briefed on Source Water, and the Plan amendments submitted for approval. There has been a slight reduction in funding for the program with a similar workplan as last year. A number of meetings are being conducted with municipalities respecting implementation of the SPP policies. Municipal meetings focus on assistance with templates, and what needs to be done and when. *Safe Drinking Water Act* and *Clean Water Act* Regulation changes are reviewed and are formally required on July 1, 2018.

Communications Report 6b

The Communications Specialist reviewed Report 6b and advised that general advertising through Conservation Ontario respecting Source Water is being targeted at certain groups, as listed in the Report. The upcoming realtors tradeshow will be a good opportunity for getting information out to prospective landowners through their realtor.

SPC Member Renewal Process Report 6c

The Project Manager reviewed Report 6c and advised that a number of good applications were received respecting SPC membership and he is pleased with the new members that were chosen. Stan Eby is the new agricultural representative, Gord Timmerman will represent the industrial/commercial sector, and Tara Saab is the environmental representative. There is currently one municipal vacancy and after the upcoming municipal election, input will be sought from municipalities respecting the need to renew or replace current representatives.

Annual Progress Report 6d

The Project Manager reviewed Report 6d and advised that there is a draft template for the first Annual Progress Report which is due May 1, 2019. This report covers the period up to December 31, 2018. The reporting requirements have been reviewed and information will be transferred from a spreadsheet to a database. The data will be updated at the end of 2018. To date, 75 Risk Management Plans have been completed and 100 are expected to be completed by the end of 2018. Also, 135 Drinking Water Protection Zone road signs have been installed; and 90% of septic systems have been inspected within vulnerable areas.

Motion No.
SPC-18-284

Moved by Carolyn Day
Seconded by Les Nichols

THAT the Source Protection Committee receives a copy of the draft Source Protection Annual Progress Report.

Carried

7. New Business

Section 36 Workplan Report 7a

The Project Manager reviewed Report 7a and advised that this Region is well-covered respecting Events-Based Areas and fuel threats within Great Lakes Intake Protection Zones. Salt application threats have elevated levels at some intakes and may trigger a review. This region has no hydrocarbon pipeline to address; and the list of DNAPLs may be expanded. There is a possibility of a new drinking water intake in the future in Kincardine. The office was contacted by a municipal councillor with questions about the efficacy of “Drinking Water Protection Zone” road signs and the Chair noted that all Source Protection Regions have had relatively positive experiences with road sign awareness.

8. Other Business

The Chair addressed a sample Risk Management Plan that was distributed as a handout and the Project Manager explained the sample form.

SPC member, Bruce Davidson, noted that waste and recycling stations were being installed along the Saugeen River for public use.


Mr. Davidson also advised that the Municipality of Brockton was researching options for recycling polystyrene (styrofoam) products and may adopt a system for condensing the material for resale.

There was no other business.

9. Confirmation of Next Meeting and Adjournment

The next Committee meeting will be held on November 23, 2018 from 1:30 pm to 4 pm at the Grey Sauble Conservation Administration Offices in Owen Sound, Ontario.

There being no further business, Angela Newman made a motion to adjourn at 3:30 pm.



Bill Twaddle
Chair



Nancy Guest
Recording Secretary



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY

**SUBJECT: REPORT TR2018-015 BEING A REPORT ON THE FCM GREEN
MUNICIPAL FUND AGREEMENT**

THAT Council of the Township of Wellington North receive Report TR2018-015 being a report on the FCM Green Municipal Fund Combined Loan and Grant agreement;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to proceed with preparation of an Authorizing By-law, and execution of the agreement presented by FCM.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND

Township staff, in concert with OCWA and CIMA have applied, and been approved for a loan and grant funding in support of the Arthur Waste Water Treatment Plant Upgrade via the Federation of Canadian Municipalities (FCM) as the trustee of the Green Municipal Fund (GMF) funded by the Government of Canada. The Township of Wellington North has secured approval for a \$5,000,000 loan, in conjunction with a \$750,000 grant. 'For Clarity, the aggregate amount of the Principal Amount of the Loan and the Grant amount will not exceed the lesser of five million seven hundred and fifty thousand dollars (\$5,750,000); and eighty percent of Eligible Costs.' Some of the more salient details and requirements of the agreement in support of this loan and grant funding are summarized as follows:

- Loan and grant funding is contingent upon execution of the agreement no later than January 22, 2019.
- Subsequent to the Project being substantially performed, the Township will be required to deliver to FCM, a completed Request for Loan Disbursement and/or Grant Contribution Form (Schedule B) and required documentation being comprised of the following:
 - o An accounting of the total Costs of the Project from May 1, 2018 – date of substantial completion
 - o Certificate of Incumbency and Authority (Schedule C)
 - o Legal Opinion (Schedule D)
 - o Authorizing By-Law (Section 5.01(e))
 - o Borrowing By-Law (Schedule K)
 - o Debenture documentation (See Schedule B)
 - o Document detailing substantial completion (confirmed by an Engineer / Architect)
 - o A financial Audit of the project expenses (Schedule E)
 - o A project completion Report (Schedule G)

Note: the above must all be submitted with the Request for Loan Disbursement and/or Grant Contribution form at least thirty (30) days before the date of loan disbursement (June 30, 2021)

- Interest on the loan will be calculated at an annual rate that is equal to the higher of the following and payable semi-annually until the principal amount of the loan is repaid:
 - o The Government of Canada ten (10) year benchmark bond yield (www.bankofcanada.ca) five (5) business days immediately preceding the date on which the Borrowing By-law is passed plus one percent (1%) per annum
 - o Three point six five percent (3.65%)
- Principal amount of the loan will be paid in equal semi-annual instalments of combined principal and interest in a manner set forth in the Debenture documentation.
- Prepayment may be considered at the expiration of the first half of the Term, with thirty (30) days notice to FCM, repaying all or part of the remaining principal amount of the loan – provided the Township simultaneously pays all accrued interest thereon plus an amount equal to twenty-four (24) months of interest calculated on the Principal amount of the loan so prepaid – Note: the interest term drops to twelve (12) months if the Prepayment date occurs on or after the date where three quarters (3/4) of the Term has elapsed.
- The grant will be remitted to the Township in two (2) contributions:

- The first on the Loan Disbursement Date (June 30, 2021), provided works are substantially complete, all requisite documentation has been submitted to the satisfaction of FCM, and the request for grant contribution is equal to or greater than: (A) 50% of the grant amount; and (B) the grant amount minus \$250,000
 - The second on or prior to the second anniversary of the Loan Disbursement Date (or June 30, 2022), provided that the Township has successfully submitted to FCM the final Request for Loan Disbursement and/or Grant Contribution at least 30 days prior to the Final Grant Contribution Date.
- An Authorizing By-law – authorizing the project and the agreement between the Township and FCM
 - Compliance with FCM's communication requirements – Section 6.01(h, i, j)
 - Progress Reports – (Schedule F)
 - Provide FCM with audited financial statements for each year (within 120 days of each fiscal year-end), and a certificate of Financial and Debt compliance (Schedule J).
 - Environmental Results Reporting (Schedule H).

FINANCIAL CONSIDERATIONS

As part of Section 5.01 (d), Council is required to have its treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received by the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. While there hasn't yet been a decision of Council regarding the term of the debenture (Limit of 40 years – Municipal Act), I have performed two separate analyses assuming both 5 and 10 years, and the impact that these would have on our 2019 Annual Repayment Limit (ARL).

Details of our 2019 ARL calculation are as follows (per or 2017 FIR):

Net Revenues - \$14,585,731
 25% of Net Revenues - \$3,646,433
 2017 Net Debt Charges - \$1,278,485
 Estimated ARL (for 2019) - \$2,367,948

Debt Servicing costs for the 2019, 2020 calendar years are estimated to be in the vicinity of \$1,458,000, and \$1,478,000 respectively before tapering off to about \$260,000 through 2024. That said, if our revenues remain static, and our debt servicing peaks out at \$1,478,000 (current debt level), our lowest ARL currently forecasted is \$2,168,433, leaving ample room for servicing the debt associated with a

\$5,000,000 loan with either a 5 or 10 year term – as evidenced by the following loan amortization schedules:

LOAN AMORTIZATION SCHEDULE

ENTER VALUES				LOAN SUMMARY			
Loan amount	\$5,000,000.00			Scheduled payment	\$551,548.25		
Annual interest rate	3.65%			Scheduled number of payments	10		
Loan period in years	5			Actual number of payments	10		
Number of payments per year	2			Total early payments	\$0.00		
Start date of loan	30/06/2021			Total interest	\$515,482.48		
Optional extra payments	\$0.00			LENDER NAME	FCM - GMF Amortization Schedule		

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	December-31-21	\$5,000,000.00	\$551,548.25	\$0.00	\$551,548.25	\$460,298.25	\$91,250.00	\$4,539,701.75	\$91,250.00
2	June-30-22	\$4,539,701.75	\$551,548.25	\$0.00	\$551,548.25	\$468,698.69	\$82,849.56	\$4,071,003.06	\$174,099.56
3	December-31-22	\$4,071,003.06	\$551,548.25	\$0.00	\$551,548.25	\$477,252.44	\$74,295.81	\$3,593,750.62	\$248,395.36
4	June-30-23	\$3,593,750.62	\$551,548.25	\$0.00	\$551,548.25	\$485,962.30	\$65,585.95	\$3,107,788.32	\$313,981.31
5	December-31-23	\$3,107,788.32	\$551,548.25	\$0.00	\$551,548.25	\$494,831.11	\$56,717.14	\$2,612,957.21	\$370,698.45
6	June-30-24	\$2,612,957.21	\$551,548.25	\$0.00	\$551,548.25	\$503,861.78	\$47,686.47	\$2,109,095.43	\$418,384.92
7	December-31-24	\$2,109,095.43	\$551,548.25	\$0.00	\$551,548.25	\$513,057.26	\$38,490.99	\$1,596,038.18	\$456,875.91
8	June-30-25	\$1,596,038.18	\$551,548.25	\$0.00	\$551,548.25	\$522,420.55	\$29,127.70	\$1,073,617.63	\$486,003.61
9	December-31-25	\$1,073,617.63	\$551,548.25	\$0.00	\$551,548.25	\$531,954.73	\$19,593.52	\$541,662.90	\$505,597.13
10	June-30-26	\$541,662.90	\$551,548.25	\$0.00	\$541,662.90	\$531,777.55	\$9,885.35	\$0.00	\$515,482.48

LOAN AMORTIZATION SCHEDULE

ENTER VALUES				LOAN SUMMARY			
Loan amount	\$5,000,000.00			Scheduled payment	\$300,643.89		
Annual interest rate	3.65%			Scheduled number of payments	20		
Loan period in years	10			Actual number of payments	20		
Number of payments per year	2			Total early payments	\$0.00		
Start date of loan	30/06/2021			Total interest	\$1,012,877.86		
Optional extra payments	\$0.00			LENDER NAME	FCM - GMF Amortization Schedule		

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	December-31-21	\$5,000,000.00	\$300,643.89	\$0.00	\$300,643.89	\$209,393.89	\$91,250.00	\$4,790,606.11	\$91,250.00
2	June-30-22	\$4,790,606.11	\$300,643.89	\$0.00	\$300,643.89	\$213,215.33	\$87,428.56	\$4,577,390.78	\$178,678.56
3	December-31-22	\$4,577,390.78	\$300,643.89	\$0.00	\$300,643.89	\$217,106.51	\$83,537.38	\$4,360,284.26	\$262,215.94
4	June-30-23	\$4,360,284.26	\$300,643.89	\$0.00	\$300,643.89	\$221,068.71	\$79,575.19	\$4,139,215.56	\$341,791.13
5	December-31-23	\$4,139,215.56	\$300,643.89	\$0.00	\$300,643.89	\$225,103.21	\$75,540.68	\$3,914,112.35	\$417,331.81
6	June-30-24	\$3,914,112.35	\$300,643.89	\$0.00	\$300,643.89	\$229,211.34	\$71,432.55	\$3,684,901.01	\$488,764.37
7	December-31-24	\$3,684,901.01	\$300,643.89	\$0.00	\$300,643.89	\$233,394.45	\$67,249.44	\$3,451,506.56	\$556,013.81
8	June-30-25	\$3,451,506.56	\$300,643.89	\$0.00	\$300,643.89	\$237,653.90	\$62,989.99	\$3,213,852.66	\$619,003.80
9	December-31-25	\$3,213,852.66	\$300,643.89	\$0.00	\$300,643.89	\$241,991.08	\$58,652.81	\$2,971,861.58	\$677,656.61
10	June-30-26	\$2,971,861.58	\$300,643.89	\$0.00	\$300,643.89	\$246,407.42	\$54,236.47	\$2,725,454.16	\$731,893.09
11	December-31-26	\$2,725,454.16	\$300,643.89	\$0.00	\$300,643.89	\$250,904.35	\$49,739.54	\$2,474,549.80	\$781,632.63
12	June-30-27	\$2,474,549.80	\$300,643.89	\$0.00	\$300,643.89	\$255,483.36	\$45,160.53	\$2,219,066.44	\$826,793.16
13	December-31-27	\$2,219,066.44	\$300,643.89	\$0.00	\$300,643.89	\$260,145.93	\$40,497.96	\$1,958,920.51	\$867,291.12
14	June-30-28	\$1,958,920.51	\$300,643.89	\$0.00	\$300,643.89	\$264,893.59	\$35,750.30	\$1,694,026.92	\$903,041.42
15	December-31-28	\$1,694,026.92	\$300,643.89	\$0.00	\$300,643.89	\$269,727.90	\$30,915.99	\$1,424,299.02	\$933,957.41
16	June-30-29	\$1,424,299.02	\$300,643.89	\$0.00	\$300,643.89	\$274,650.44	\$25,993.46	\$1,149,648.58	\$959,950.87
17	December-31-29	\$1,149,648.58	\$300,643.89	\$0.00	\$300,643.89	\$279,662.81	\$20,981.09	\$869,985.78	\$980,931.96
18	June-30-30	\$869,985.78	\$300,643.89	\$0.00	\$300,643.89	\$284,766.65	\$15,877.24	\$585,219.12	\$996,809.20
19	December-31-30	\$585,219.12	\$300,643.89	\$0.00	\$300,643.89	\$289,963.64	\$10,680.25	\$295,255.48	\$1,007,489.45
20	June-30-31	\$295,255.48	\$300,643.89	\$0.00	\$295,255.48	\$289,867.07	\$5,388.41	\$0.00	\$1,012,877.86

Annual payments under a 5-year amortization regime would be \$1,103,096.50, and \$601,287.78 under that of a 10 year – assuming an interest rate of 3.65%.

Note: the current Government of Canada Benchmark Bond Yields (10 year) are 2.34%

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes

No

N/A

Which pillars does this report support?

- X Community Growth Plan
- Human Resource Plan
- Brand and Identity
- X Strategic Partnerships

- X Community Service Review
- Corporate Communication Plan
- Positive Healthy Work Environment

PREPARED BY:	RECOMMENDED BY:
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Adam McNabb

Michael Givens, CFA

ADAM MCNABB DIRECTOR OF FINANCE & TREASURY	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY

**SUBJECT: REPORT TR2018-016 BEING A REPORT ON THE MINISTRY OF
MUNICIPAL AFFAIRS / MINISTRY OF HOUSING FINANCIAL
INDICATOR REVIEW**

THAT Report TR2018-016 being a report on the Ministry of Municipal Affairs / Ministry of Housing Financial indicator review be received for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND

The Ministry of Municipal Affairs reviews each municipality's financial performance through the use of key financial indicators in relation to established provincial thresholds.

The indicators have been grouped according to two categories, Sustainability and Flexibility. These groupings align the indicators with the Public Sector Accounting Boards definitions. The indicators have also been updated to align with the work done by the Municipal Budgeting and Long Term Financial Planning Action Group, which had representation from ministry staff, municipal treasurers, and MFOA.

Financial indicators are an important but incomplete indicator of municipal financial health.

Full report attached herein for council consideration.

FINANCIAL CONSIDERATIONS

When looking at the Township of Wellington North, all indicators are a "Low" challenge except for "Asset Consumption Ratio" and "Debt Servicing Cost as a % of Total Revenues", which are currently rated as "Moderate" challenge – similar to that of 2016.

Based on my review, I interpret these 'Moderate challenge' results as follows:

Asset Consumption Ratio – This is a ratio which effectively measures the age of a municipality's physical assets. This indicates that the Township of Wellington North's asset base is older compared to other southern, lower tier counties of rural majority. While TWN's ratio is currently at 54.2%, against an average of 43.6%, it should be noted that these metrics are solely based on closing amortization against cost. Both measures which are predicated on the PSAB 3150 requirements of 2009 and indexed / amortized accordingly, thus should not be taken as definitive, but merely an estimate. There is a significant amount of work to be done relative to our asset management and long-term financial reporting (by way of assessments and valuations) that will result in more credible metrics downstream.

Debt Servicing Cost – This is a measure that indicates how past borrowings encumber usage of current year budget revenues. The Township of Wellington North is currently sitting at 8.2% compared to an average of 2.6%. Current debt servicing costs are directly correlated to borrowings to support the construction of the Mount Forest Sewage Plant and Arena facilities which represent an annual draw (2018) on operating revenues north of \$1,650,000. Looking forward, there are two significant principal payments forecasted in 2019 & 2020 that, if issued without exercising the refundable option, would exacerbate this metric in the short term; however, the expectation would be (all things being equal), that this metric would be improved by 2021.

Other items to consider, given our strong cash and reserve positions, might include a more aggressive stance on investment. More aggressive investment has the potential to offset to longer term debenture costs, and more easily fund future capital projects (mitigating some of the need for future reliance on debentures).

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No X N/A

Which pillars does this report support?

<input type="checkbox"/> Community Growth Plan	<input type="checkbox"/> Community Service Review
<input type="checkbox"/> Human Resource Plan	<input type="checkbox"/> Corporate Communication Plan
<input type="checkbox"/> Brand and Identity	<input type="checkbox"/> Positive Healthy Work Environment
<input type="checkbox"/> Strategic Partnerships	

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Adam McNabb

Michael Givens, CFA

**ADAM MCNABB
DIRECTOR OF FINANCE & TREASURY**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

FINANCIAL INDICATOR REVIEW

(Based on 2017 Financial Information Return)

Wellington North Tp

Date Prepared:	19-Nov-18	2017 Households:	4,690	Median Household Income:	63,712
MSO Office:	Western	2017 Population:	12,483	Taxable Residential Assessment as a	
Prepared By:	Megan Flaherty	2018 MFCI Index:	5.4	% of Total Taxable Assessment:	67.0%
Tier:	LT			Own Purpose Taxation:	7,284,563

SUSTAINABILITY INDICATORS

Indicator	Ranges	Actuals	South - LT - Counties - Rural		Level of Risk	
			Median	Average		
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2013	8.2%	10.6%	11.6%	LOW
		2014	8.7%	10.3%	11.3%	LOW
		2015	7.5%	9.9%	10.6%	LOW
		2016	7.9%	9.0%	10.2%	LOW
		2017	8.0%	8.5%	9.5%	LOW
Net Financial Assets or Net Debt as % of Own Purpose Taxation, User Fees and Service Charges	Low: > -50% Mod: -50% to -100% High: < -100%	2013	58.7%	30.6%	31.6%	LOW
		2014	93.4%	32.2%	31.2%	LOW
		2015	114.0%	36.5%	34.2%	LOW
		2016	139.5%	43.7%	40.8%	LOW
		2017	155.6%	53.1%	45.7%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Municipal Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2013	52.3%	50.7%	55.2%	LOW
		2014	109.4%	53.3%	57.9%	LOW
		2015	110.4%	55.8%	61.2%	LOW
		2016	109.5%	58.9%	65.2%	LOW
		2017	108.8%	62.0%	68.6%	LOW
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	Low: > 0.5:1 Mod: 0.5:1 to 0.25:1 High: < 0.25:1	2013	6.08:1	3.32:1	4.17:1	LOW
		2014	8.54:1	3.13:1	4.25:1	LOW
		2015	8.39:1	3.03:1	4.23:1	LOW
		2016	8.53:1	3.24:1	4.21:1	LOW
		2017	9.22:1	3.25:1	4.57:1	LOW

FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Revenues	Low: < 5% Mod: 5% to 10% High: >10%	2013	8.5%	3.0%	3.9%	MODERATE
		2014	10.2%	3.0%	3.6%	HIGH
		2015	8.5%	2.4%	3.5%	MODERATE
		2016	8.1%	2.6%	3.3%	MODERATE
		2017	8.2%	2.6%	3.0%	MODERATE
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	Low: < 50% Mod: 50% to 75% High: > 75%	2013	49.5%	39.8%	42.2%	LOW
		2014	51.0%	40.5%	43.2%	MODERATE
		2015	52.6%	41.8%	44.0%	MODERATE
		2016	53.4%	42.3%	44.6%	MODERATE
		2017	54.2%	43.6%	45.5%	MODERATE
Annual Surplus / (Deficit) as a % of Own Purpose Taxation, User Fees and Service Charges (Operating Surplus Ratio)	Low: > -1% Mod: -1% to -30% High: < -30%	2013	10.6%	5.5%	6.7%	LOW
		2014	10.7%	5.4%	6.6%	LOW
		2015	19.9%	8.4%	12.4%	LOW
		2016	22.9%	9.7%	12.2%	LOW
		2017	17.9%	13.5%	16.3%	LOW

 The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

FINANCIAL INDICATOR REVIEW

(Based on 2017 Financial Information Return)

Wellington North Tp

NOTES

Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.

Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
- Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
- Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
- Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.
A municipality may temporarily use current borrowing, subject to the requirements set out in the Municipal Act to meet expenses and certain other amounts required in the year, until taxes are collected and other revenues are received. Municipal current borrowing cannot be carried over the long term or converted to long term borrowing except in very limited circumstances.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

Additional Notes on what Financial Indicators may indicate:

Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied - *How much of the taxes billed are not collected.*

Net Financial Assets or Net Debt as % of Own Purpose Taxation, User Fees and Service Charges - *How much tax and fee revenue is servicing debt?*

Reserves and Reserve Funds as a % of Municipal Expenses - *How much money is set aside for future needs / contingencies?*

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities) - *Measures the ability of the municipality to meet its current obligations with its current resources on hand.*

Debt Servicing Cost as a % of Total Revenues - *Indicates the extent to which past borrowing decisions may impact the current budget.*

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio) - *measures the age of a municipality's physical assets. It measures the extent to which depreciable assets have been consumed by comparing the amount of the assets that have been used up and their historical cost.*

Annual Surplus / (Deficit) as a % of Own Purpose Taxation, User Fees and Service Charges (Operating Surplus Ratio)- *Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (i.e. reserves, debt repayment, etc.)*

The Northern and Rural Municipal Fiscal Circumstances Index (MFCl) *is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFCl is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFCl corresponds to relatively positive fiscal circumstances, whereas a higher MFCl corresponds to more challenging fiscal circumstances. (Note: the MFCl index is only available for northern and rural municipalities)*

FINANCIAL INDICATOR REVIEW

(Based on 2017 Financial Information Return)

Wellington North Tp

CALCULATIONS

Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)
Net Financial Assets or Net Debt as % of Own Purpose Taxation, User Fees and Service Charges	SLC 70 9945 01 / (SLC 10 0299 01 + SLC 10 1299 01)
Total Reserves and Reserve Funds as a % of Municipal Expenses	(SLC 60 2099 02+SLC 60 2099 03)/(SLC 40 9910 11-SLC 12 9910 03-SLC 12 9910 07)
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)
Debt Servicing Cost as a % of Total Revenues	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 10 9910 01
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	SLC 51 9910 10 / SLC 51 9910 06
Annual Surplus / (Deficit) as a % of Own Purpose Taxation, User Fees and Service Charges (Operating Surplus Ratio)	SLC 10 2099 01 / (SLC 10 0299 01 + SLC 10 1299 01)



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

**FROM: DARREN JONES
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2018-18 BUILDING PERMIT REVIEW
PERIOD ENDING OCTOBER 31, 2018**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2018-18 being the Building Permit Review for the period ending October 31, 2018.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

1. CBO 2018-17 Building Permit Review Period Ending September 30, 2018

BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	5	1,562,000.00	12,521.14	71,284.20
Multi Family Dwelling	2	390,000.00	4,628.90	0.00
Additions / Renovations	2	80,000.00	928.36	0.00
Garages / Sheds	1	35,000.00	345.88	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00
Commercial	0	0.00	0.00	0.00
Assembly	2	700,000.00	2,454.00	0.00
Industrial	2	300,000.00	5,100.00	64,980.00

Institutional	0	0.00	0.00	0.00
Agricultural	5	210,000.00	2,183.81	0.00
Sewage System	4	55,000.00	2,036.00	0.00
Demolition	1	5,000.00	127.00	0.00

Total October 2018	24	3,337,000.00	30,325.09	136,264.20
Total Year to Date	238	38,669,350.00	330,510.79	669,382.65

12 Month Average	21	3,492,479.17	30,229.29	78,410.93
10 Year Monthly Average	22	2,891,729.60	32,142.82	97,070.69
10 Year, Year to Date Average	206	21,872,974.30	222,141.71	402,329.36

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

Which pillars does this report support?

- Community Growth Plan Community Service Review
 Human Resource Plan Corporate Communication Plan
 Brand and Identity Positive Healthy Work Environment
 Strategic Partnerships

PREPARED BY:

RECOMMENDED BY:

Mike Givens

**DARREN JONES
CHIEF BUILDING OFFICIAL**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

Building activity continues to increase. Residential development is starting to spike as lots are becoming available.



Our Community Growth Plan projects that the number of households in Mount Forest will rise from **2150** in 2016 to **3200** by 2036

Development Charge
Built Boundary Incentive
Realized by Infill Lot on Queen Street

HOUSING STARTS
37 UNITS
(2018 to date)

Focused on Building Capacity





**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF December 3rd, 2018**

FROM: DALE SMALL, ECONOMIC DEVELOPMENT OFFICER

SUBJECT: REPORT EDO 2018-36 INVEST WELL PROGRAM

RECOMMENDATION

That the Economic Development Officer report EDO 2018-36 dated December 3rd, 2018 with regards to the Invest Well Program be received;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North supports the approach being taken to integrate this program into the Township of Wellington North Community Improvement Plan.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND/OVERVIEW

Since 2012 our Community Improvement Plan (CIP) has enabled the Municipality to provide incentives for individuals, businesses, organizations, etc. to make improvements to their buildings, promote Public Art, support accessibility enhancements and to enhance their building presentation to the public all in an effort to support revitalization and redevelopment activities in our community.

About the Invest Well Program: As Wellington County is not a 'prescribed' upper-tier municipality in accordance with the applicable Ontario Regulation 221/07 the County does not have the authority to create its own CIP. On this basis, Wellington County has created the Invest Well Program, which establishes the conditions and parameters by which it will participate in the local CIP framework of its member municipalities.

The Invest Well Program is an innovative and collaborative approach to Community Improvement Planning across Wellington County. It is innovative in the way that it works with the existing CIPs of each member municipality and respects the locally-developed policy framework. At the same time, it

recognizes, and awards community improvement projects based on the extent to which they support County-wide planning and economic development goals. Invest Well is collaborative because it encourages dialogue across public and private sectors, and among multiple levels of government, to achieve revitalization and redevelopment goals.

The Wellington County Invest Well Program is a strategic planning and economic development tool that directly supports the County's longer-term planning and economic development priorities. The Invest Well Program was endorsed by County Council on June 28th, 2018 and sets out goals, criteria, and an implementation framework for the County's participation in the financial incentive programs of its member municipalities. The full document is available on the County's website and a copy is attached to this report. A brief overview follows:

Goals of the Invest Well Program: The County has identified three goals for the Invest Well Program, which will guide the financial participation in the Township of Wellington North CIP:

GOAL #1: INVEST WELL: To prioritize the investment of County resources into community improvement projects that directly support a set of long-term, County-wide planning and economic development priorities.

GOAL #2: INVEST READY: To strategically position privately-owned properties with high development/redevelopment potential in order to attract further investment from investors and the private sector.

GOAL #3: INVEST MORE: To recognize community improvement projects that are approved for incentives through a member municipality CIP and to provide further support through County resources.

Criteria for Investment: Invest Well is a criteria-based community improvement program which means that to be eligible for funding from the County through the incentive programs in the Township of Wellington North CIP, proposed community improvement projects must meet a certain number of the County's 'criteria for investment'. The criteria for investment are introduced below:

- TO USE LAND STRATEGICALLY
- TO PROVIDE RENTAL HOUSING
- TO IMPROVE BUILDINGS AND INFRASTRUCTURE
- DIVERSIFY THE ECONOMY
- TO PROMOTE TOURISM

Invest Well Incentive Programs: County participation in financial incentives is a funding relationship between the County and the Township of Wellington North in support our CIP. The Invest Well Program sets out financial and non-financial incentives that may be available to owners/tenants of land and buildings that are eligible and have been approved for an incentive program through the Township of Wellington North. The incentives are intended to contribute to the goals of Invest Well and to address the County-wide priorities outlined above.

Detailed information about how each of the financial incentive program works is contained in the report and briefly described below.

1. **Pre-Development Design/Study Grant:** The County may contribute up to 100% of the value of eligible costs to a maximum of \$20,000 per project to a 'Design/Study Grant' (or similarly named grant program, as determined by the County). The grant will provide funding to cover

eligible costs required to complete due diligence, planning, technical, and/or design studies that will investigate potential site-specific development constraints and/or provide new background information regarding a potential development and redevelopment project.

2. **Tax Increment Equivalent Grant:** The grant will provide funding to cover part of the County portion of a property tax increment that is incurred as a result of a major community improvement project. This program will be a great addition to Wellington North's current TIERR grant program where funding is provided to cover the Municipal portion of the property tax increment. From a County perspective the grant will be calculated as follows:
 - In year one, the grant is equal to 100% of the County portion of the tax increment;
 - In year two, the grant is equal to 80% of the County portion of the tax increment;
 - In year three, the grant is equal to 60% of the County portion of the tax increment;
 - In year four, the grant is equal to 40% of the County portion of the tax increment; and
 - In year five, the grant is equal to 20% of the County portion of the tax increment.

3. **Invest More Grant:** This grant is in direct support of Goal 3 of Invest Well. It is intended to help support a broad range of improvements to existing buildings/ properties and contribute to the overall beautification and revitalization of built-up areas. If eligible and approved, a grant from the County will be provided for 50% of the total value of eligible costs, to a maximum of \$10,000 per project and/or property. This is not a matching grant and a grant made by the Township of Wellington North in the same amount is not required in order for the County to provide funding; however, the applicant must be approved for at least one eligible program in the Township of Wellington North CIP.

4. **Invest Well Loan:** Through the Saugeen Economic Development Corporation businesses located in Wellington North and having received formal written approval by the Township to participate in the local CIP, can be eligible for Business Improvement Loan Funding. This fund will provide 50% of the matching funds, up to a maximum of \$20,000 required for a commercial and/or industrial revitalization project. The Fund would assist with small business equipment purchases/upgrades, leasehold and façade improvements, IT needs, etc. A further loan of 50% matching funds up to a maximum of \$20,000 is also available for residential improvements related to affordable housing and for infrastructure improvements. The funding would be based on municipal approval and require a personal guarantee. Requests over \$20,000 will be reviewed by the SEDC and would require additional security.

NEXT STEPS

For Wellington North businesses to be eligible to participate in the incentive programs offered from the Invest Well program the following next steps are required from Wellington North:

- 1) Our current Township of Wellington North CIP (2017) must be updated to include the County Invest Well Program. Work has already commenced to complete this update and a new section; "6.0 Invest Well Program" will be incorporated into our Community Improvement Plan.

- 2) As per the Planning Act a process must be established for community engagement and a Public Meeting must be held to provide an opportunity for public input and feedback. This Public Meeting will be scheduled for January 2019.

- 3) Consultation must also take place with the Ministry of Municipal Affairs and Housing. In this case we do not expect any concerns to be raised by the MMAH as they have already vetted and are supportive of the Invest Well Program. We intend to circulate our revised Community Improvement Plan to the MMAH in January 2019.
- 4) Upon completion of the Public Meeting a report will go to Council, target date of February 11th, 2019, for council to formally approve the revised Community Improvement Plan and to pass a by-law. The Planning Act requires a 20 Day Appeal period and if no appeals are made then the decision is final.

Staff is very supportive of the work that Jana Burns and her team at the County has done to create the Invest Well program. As outlined by Jana in the report “*This plan is a tool in our endeavour to create an easier, quicker path to bring value to underutilized properties and generate economic activity in Wellington County*”. We are excited about the opportunities it provides to local Wellington North business and developers and look forward to implementation.

FINANCIAL CONSIDERATIONS

The only financial impact to the Township of Wellington North is staff time and administrative costs related to updating our Community Improvement Plan and holding a Public Meeting.

Incentives paid to local business as a result of their participation in the Invest Well program will be covered by Wellington County.

STRATEGIC PLAN

Do the report’s recommendations advance the Strategy’s implementation?

Yes No N/A

Which pillars does this report support?

<input checked="" type="checkbox"/> Community Growth Plan <input type="checkbox"/> Human Resource Plan <input checked="" type="checkbox"/> Brand and Identity <input checked="" type="checkbox"/> Strategic Partnerships	<input type="checkbox"/> Community Service Review <input type="checkbox"/> Corporate Communication Plan <input type="checkbox"/> Positive Healthy Work Environment
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PREPARED BY:

RECOMMENDED BY:

Dale Small

Michael Givens

**DALE SMALL
ECONOMIC DEVELOPMENT OFFICER**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**

INVEST IN WELLINGTON

WELLINGTON COUNTY COMMUNITY IMPROVEMENT PROGRAMME

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to be presenting a key element in its Economic Development portfolio, namely the opportunity for businesses to participate in the County's **vision for a strong, vibrant local economy** that respects our **green spaces**, our **heritage**, and our **culture**. This County-wide Community Improvement Programme is based on a clear definition of what it means to Invest Well. We as a County, together with our member municipalities and the business community, have taken many steps to get us to this point. With direction from Council, the County has invested in newcomer attraction, is working with businesses to address current and future labour needs, exploring housing options, rural transit and rural broadband expansion. While we do not have all of the solutions, we are proactively working on projects that address these challenges.

This Plan is a tool in our endeavour to create an easier, quicker path to bring value to underutilized properties and generate economic activity in Wellington County. It deliberately speaks to our need to increase the number of rental housing units. We aim to use our incentives to attract new businesses currently missing in existing clusters and assist property owners that are financially ready with filling the gaps to bring their property to market. At the County we encourage our municipalities to consider complementary policies and programmes that support our vision to Invest Well. For example, funds previously provided to landowners through the vacancy tax rebate programme could be redirected to local CIP funding programs. As well, local zoning by-laws could be reviewed to ensure that they are supportive of redevelopment and revitalization by supporting secondary units and on-farm diversification.

Ultimately, we are excited about this Programme and its complement to our commitment to providing a positive client experience, quick responses, and technical expertise.

It is our intention that Wellington County's Invest Well programme will contribute to the existing momentum and overall goal to create fantastic communities.

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Invest Well Programme

The Invest Well Programme is an innovative and collaborative approach to Community Improvement Planning across Wellington County. It is innovative in the way that it works with the existing CIPs of our member municipalities, and respects the locally-developed policy framework. At the same time, it recognizes and awards community improvement projects based on the extent to which they support County-wide planning and economic development goals. Invest Well is collaborative because it encourages dialogue across public and private sectors, and among multiple levels of government, to achieve revitalization and redevelopment goals.

Community Improvement Plan (CIP)

A Community Improvement Plan (CIP) is a planning tool used by municipalities all over Ontario. It provides a framework of tools and strategies for improving the built, economic, and social environment in certain areas of a municipality that demonstrate needs.

Like an Official Plan or a Zoning By-law, a CIP is primarily focused on the physical or built environment, and the condition, appearance, or use of land and buildings within certain areas of a municipality. However, like other planning documents, a CIP is not intended to direct or regulate how land and buildings are used. The goals of a CIP are to:

- Facilitate change and transition in certain areas;
- Stimulate economic growth and development;
- Motivate rehabilitation and redevelopment of private buildings/properties; and
- Raise awareness to local needs and priorities.

Traditionally, CIPs have been used in a very focused manner, such as: to improve a downtown area or to facilitate the remediation of brownfield properties. However, in the 21st Century, CIPs are now being used more strategically to support broader planning and design goals, such as sustainable development, population and job growth, diversification of economic activity, rental housing options, accessibility, and walkability (as examples).

Invest Well Programme

The overall approach, framework, and requirements of the Invest Well Programme have been created based on the legislative authority in Ontario. Under Section 106 of the Municipal Act, municipalities are prohibited from directly or indirectly assisting local businesses by giving or lending money. However, Section 28 of the Planning Act allows a local government to assist financially with improvements to private properties, through the provision of grants and loans, provided that a CIP has been prepared and adopted by Council.

Most CIPs in Ontario have been prepared, adopted, and implemented by the Council of single or lower-tier governments (i.e., Towns and Townships), and this is largely because the Planning Act provides significant flexibility in terms of where a lower-tier CIP can be applied, and allows a CIP to address practically any environmental, social, or community economic development issue, as long as there

are appropriate Official Plan policies in place. With respect to upper-tier municipalities (i.e., Regions and Counties), the Planning Act enables this level of government to participate in community improvement planning; however, the following restrictions apply:

Only 'prescribed' upper-tier municipalities
 Section 28(2) of the Planning Act permits only upper-tier municipalities who are 'prescribed' by regulation to create a CIP. It is noted that currently, only upper-tier municipalities located within the more urban parts of the Greater Golden Horseshoe area of Ontario have been 'prescribed' to-date.

Lower-tier CIPs can only deal with 'prescribed matters':
 Section 28(4.0.1) states that these prescribed upper-tier municipalities can only create a CIP for prescribed matters. These matters include items such as infrastructure, affordable housing, and transportation corridors.

Lower-tier municipalities can participate in upper-tier CIPs
 Notwithstanding the above, Subsection 7.2 of the Planning Act states that an upper-tier municipality can participate in a lower-tier municipality's CIP by making grants or loans to the lower-tier municipality. However, this means that a lower-tier municipality must have a CIP in place in order for the upper-tier to participate.

Wellington County is not a 'prescribed' upper-tier municipality in accordance with the applicable Ontario Regulation 221/07. Therefore, the County does not have the authority to create its own CIP. **h]g'cb'midYfa JHYX' lc'dUff]M]dUHY']b'h.Y'7-ĐcZ]g'a Ya VYf'a i b]M]dU']H]Yg'** On this basis, Wellington County has created the Invest Well Programme, which establishes the conditions and parameters by which it will participate in the local CIP framework.

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In 2015, Wellington County began a process to look at how it might strategically provide funding through community improvement planning activities across its seven member municipalities, in accordance with the legislative authority described above. This included a review and update of the community improvement policies of the Wellington County Official Plan, to ensure that the appropriate policies were in place. As a result of the review (among other changes), the Official Plan policies were amended to include Section 4.12.5 (below). This new policy enables the County to participate in the CIPs of existing member municipalities:

"County Council may participate in a municipality's Community Improvement Plan and may make grants to the Council of a lower tier municipality for the purpose of carrying out a Community Improvement Plan that has come into effect".

In 2017, Wellington County initiated the Invest Well project. Across Ontario, there are only a small number of upper-tier community improvement programmes within municipalities that are not prescribed. Since few case studies and best practices have been established to-date, there was an opportunity to explore new, innovative options available to the County. Stantec Consulting Ltd. was retained to assist with the creation of an **]bbcj UHj YžgfUHY[]MžUbX' Wca dfY\Ybgj] Y'** framework for community improvement planning in Wellington County.

The work completed by Wellington County Economic Development staff and the consulting team serves as the basis of the Invest Well Programme. Specifically, the following key tasks were completed as part of the background work for Invest Well:

- Á A legislative review (summarizing Section 28 of the Planning Act and other relevant legislation);
- Á A review of the local policy framework (including Provincial Plans, and Wellington County planning documents and economic development plans/papers and strategic initiatives);
- Á A review and discussion of existing community improvement plans and initiatives across member municipalities; and
- Á A summary of findings from preliminary consultation events, which explored ideas about what the County's CIP programmes could focus on and how they could be implemented through the existing local framework.

The result of the background work provided options for discussion with respect to:

- 1.Á Where the Invest Well Programme will apply;
- 2.Á How the Invest Well Programme will work; and
- 3.Á Preliminary ideas about developing a criteria-based programme (as explained in Section 2.3).

Finally, significant consultation with member municipalities and community stakeholders was undertaken and serves as the basis of Invest Well. Specifically:

- Á Workshops with member municipalities and community stakeholders were held on December 7, 2017 to discuss the overall approach to Invest Well and to brainstorm about various ways it could be created and implemented;
- Á The Priorities and Options Report was prepared during early 2018, which identified a set of options for the development of Invest Well;
- Á A second workshop was held in March 2018 with member municipalities and community stakeholders to obtain input on the Priorities and Options Report;
- Á Recommended CIP programmes were identified based on additional meetings with the County's Economic Development Department; and
- Á A draft of the Invest Well Programme was provided to the Ministry of Municipal Affairs and Housing in May 2018 for information and review and was supported by Provincial staff.

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The purpose of this document is to outline the goals, incentives, and requirements of the Invest Well Programme. It is intended to be used by Council, County staff, staff of the member municipalities, and potential CIP incentive programme applicants to provide information about the following:

G'W'j'cb & What it means for the County to Invest Well through the local CIP framework - in terms of long-term goals and priorities;

G'W'j'cb " : Potential funding through the financial incentive programmes, as well as other non-financial incentives that may be implemented;

G'W'j'cb) : Eligibility requirements that must be met by member municipalities as well as the individual property owner and incentive applicants; and

G'W'j'cb) : Implementation processes that outline roles and responsibilities, as well as other actions and tools that will be put into effect during the life of the programme.



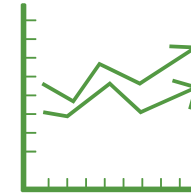
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To prioritize the investment of County resources into community improvement projects that directly support a set of long-term County-wide planning and economic development priorities.



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To strategically position privately-owned properties with high development/redevelopment potential in order to attract further investment from investors and the private sector.



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To recognize community improvement projects that are approved for incentives through a member municipality CIP and to provide further support through County resources.

Invest Well Programme

The Invest Well Programme is a strategic planning and economic development tool that directly supports the County's longer-term planning and economic development priorities. The following section provides a more detailed explanation of what this means, including a set of programme goals and criteria for investment that help to define what it means to Invest Well on behalf of the County.

Goal 1: Community Improvement

The County has identified the following three goals for the Invest Well Programme:

Goal 1.1: Prioritize Investment

To prioritize the investment of County resources into community improvement projects that directly support a set of long-term, County-wide planning and economic development priorities.

Goal 1.2: Strategically Position Properties

To strategically position privately-owned properties with high development/redevelopment potential in order to attract further investment from investors and the private sector.

Goal 1.3: Recognize Community Improvement

To recognize community improvement projects that are approved for incentives through a member municipality CIP and to provide further support through County resources.

Invest Well Programme

Wellington County and its seven member municipalities are operating within the context of a 21st century economy, which demands a greater focus on the creation of well-designed and well-planned communities, in order to attract people, jobs, and investment. Therefore, further to Goal #1, above, the following is a description of the specific long-term planning and economic development priorities that have been identified to help define what it means to 'Invest Well' in the 21st Century:

Strategic Use of Land

The strategic use of land focuses on enhancing and intensifying the existing property fabric within built-up areas of the County and using existing infrastructure more efficiently. The emphasis is on redevelopment, infill, and intensification opportunities, and the integration of active transportation opportunities through new development. The strategic use of land also focuses on targeting certain types of land uses, building types, employment sectors, and businesses.

Rental Housing

Across Wellington, there is a need to provide more rental housing options in our downtown areas. Rental housing includes upper floor apartments in mixed-use buildings, with easy access to jobs, shops, and recreation. This helps us meet the needs of households at varying income levels. The County aims to be pro-active and assist in accommodating the rental housing needs of all residents and the broader labour force.



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Physical, structural, and aesthetic improvements to existing commercial, industrial, mixed-use, and office buildings will contribute to the overall beautification and revitalization of built-up areas. Development that is consistent with the County's Green Legacy Building Standards will make development more sustainable. Improvements to on-site infrastructure (i.e., electric power supply distribution, water supply and sewage disposal systems) and the provision of publicly accessible spaces and active transportation opportunities will also enhance and sustain unique and vibrant places to live, work, play, and invest.

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Building a strong economy and creating high-quality local jobs is a top priority for the County. There is a need to diversify and cultivate new economic opportunities in strategic areas where Wellington has existing strengths – such as our downtowns, industry, culture, tourism, and agriculture – to create a diverse, prosperous, and resilient economy. Also see priority #5, below.

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Tourism is important to Wellington County as it helps diversify our economic base, creates jobs for all ages, and provides customers for local businesses. By building on our existing appeals and resources, and enhancing local tourism experiences, facilities, and services, visitors to the county can be encouraged to stay overnight - meaning higher spending and more economic activity.



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The strategic use of land focuses on Yb\UbV]b['UbX']bYbgZ]b['h.Y.YI]g]b['dfcdYfmZUVf]M within built-up areas of the County and i g]b['YI]g]b[']bZUgfi Vh fY'a cFY' YZM]Ybhm. The emphasis is on redevelopment, infill, and intensification opportunities that support active transportation. The strategic use of land also focuses on targeting certain land uses, building types, employment sectors, and businesses.

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Across Wellington, there is U' bYYX'hc' d'fcj]XY'a cFY' fYbHU'' \ci g]b['cd]hcbg in our downtown areas. Rental housing includes i ddYf'Zccf'UdUffa Yb]g]b'a] YX! i gY'Vi]X]b[g with easy access to jobs, shops, and recreation. This helps us meet the needs of households at j Ufn]b[']bVta Y' 'Yj Y'g. The County aims to be pro-active and assist in accommodating the rental housing needs of all residents and the broader labour force.

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Physical, structural, and aesthetic improvements to buildings will contribute to the cj YfU''VYUI hZVU]hcb'UbX' fYj]U]h]hcb'cZVi]hi d UfYUg. Development in accordance with the County's Green building standards will be more sustainable. Improvements to on-site infrastructure and the provision of publicly accessible spaces will also enhance and sustain unique and vibrant places to live, work, play and invest.'

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Building a strong economy and creating high-quality local jobs is a top priority for the County. There is a need to X] Yfg]Zni and W]h U]Y' bYk YVt' bca]W cddcffi b]hYg]b' g'fU]Y[]W UfYUg where Wellington has existing strengths – such as our downtowns, industry, culture, tourism, and agriculture – to create a X] Yfg]ZdfcgdYfci gZ UbX' fYg]YbhYVt' bca m

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2.3 CRITERIA FOR INVESTMENT

As further explained in Section 3.0 of this document, Invest Well is a criteria-based community improvement programme. This means that to be eligible for funding from the County, proposed community improvement projects must meet a certain number of the following 'criteria for investment'. In addition, for some programmes, the value of a grant may increase based on the number of criteria proposed by applicants/landowners.

For clarity on how the criteria will be used by Wellington County/its member municipalities to evaluate applications for financial incentives, readers should refer to Section 3.0 of this document, as well as the applicable member municipality's CIP. An evaluation matrix is also provided in Appendix A, to assist with implementation and the evaluation of community improvement proposals.

The criteria for investment are introduced below and organized according to the list of County priorities in Section 2.2. They are listed in no particular order.

PRIORITY #1: TO USE LAND STRATEGICALLY

- 1.1 The proposed project involves the redevelopment of vacant/underutilized lands.
- 1.2 The proposed project will achieve a construction value threshold established by County Council.
- 1.3 The proposed project will result in employment opportunities created or retained in target sectors.

PRIORITY #2: TO PROVIDE RENTAL HOUSING

- 2.1 A new mixed-use building is proposed, with commercial uses at grade and upper floor rental apartment housing units.
- 2.2 The proposed project will result in the upgrade of existing rental units.
- 2.3 The proposed project is an example of residential intensification in a downtown area.

PRIORITY #3: TO IMPROVE BUILDINGS AND INFRASTRUCTURE

- 3.1 The proposed project involves the adaptive reuse of vacant or underutilized buildings.
- 3.2 The proposed project incorporates sustainable building and/or green infrastructure features.
- 3.3 The proposed project will result in improvements/upgrades to utilities/servicing.

PRIORITY #4: DIVERSIFY THE ECONOMY

- 4.1 The proposed project results in new on-farm diversified or agriculture-related uses.
- 4.2 The proposal will result in the creation of a new business in a target sector or value-chain/cluster.
- 4.3 The proposal involves new retail, restaurant, or other critical businesses in the downtown area.

PRIORITY #5: TO PROMOTE TOURISM

- 5.1 The proposed project provides for an increase in short-term accommodation options.
- 5.2 The proposed project involves the beautification/restoration/enhancement of key landmarks/tourism assets.
- 5.3 The use is a current or proposed participant in the County's tourism promotion activities (i.e., Top Wellington Destinations, Taste Real).

To assist with the practical implementation of these priorities, an Evaluation Matrix has been prepared and is provided in Appendix A of this document. The matrix provides a set of measures that will be used by the member municipalities and County staff to screen and evaluate applications for financial incentives.

3.0 INVEST WELL INCENTIVE PROGRAMMES

"Invest Well: County Participation in financial incentives" is a funding relationship between the County and the member municipality to support the implementation of their CIP. The Invest Well Programme sets out **financial and non-financial incentives** that may be available to owners/tenants of land and buildings that are: a) eligible and b) have been approved for an incentive programme through a member municipality's CIP. The incentives are intended to contribute to the goals of Invest Well and to address the County-wide priorities outlined in Section 3.0. Detailed information about how each of the incentive programmes works is provided below.

3.1 FINANCIAL INCENTIVES

The following is a description of financial incentives that may be implemented by Wellington County during the implementation period of the Invest Well Programme.



3.1.1 INVEST READY INCENTIVE PACKAGE

Purpose

The Invest Ready Incentive Package is in direct support of goal #2 of this document. It is intended to help prepare properties that have a high potential for development/redevelopment by making them development-ready and therefore more attractive to investors and site selectors in various sectors.

The Invest Ready Incentive Package will help fund:

- a. The completion of background studies regarding site-specific issues and constraints, such as servicing and utilities, transportation access, and environmental records; and
- b. Future development/redevelopment and eligible costs for major redevelopment projects.

In addition, successful applicants of the Invest Ready Incentive Package may receive marketing and investment attraction support from the County, as discussed in Section 3.2 (non-financial incentives).

Who Benefits?

Through the Invest Ready Incentive Package, the following benefits are anticipated:

- a. The County, its member municipalities, and the public will benefit from an increase in the number of development-ready properties in Wellington County, and the future redevelopment of these sites;
- b. Landowners will benefit from the financial and non-financial support from Wellington County; and
- c. Potential investors will benefit from the availability of information related to a site condition or a proposed development, which will facilitate site selection decisions.

Who is Eligible?

In addition to the General Eligibility Criteria in Section 4.0, to be eligible for the Invest Ready Incentive Package, the following requirements must be met:

- a. The subject property must be eligible for incentives through the local member municipality CIP;
- b. **The subject property must achieve a minimum score (as identified by County Council on an annual basis), when evaluated against the Investment Criteria in Section 3.0.** An evaluation matrix is provided in Appendix A, to assist with the evaluation; AND
- c. The subject property must be endorsed by the member municipality.

Programme Details and Value

Where a property/applicant satisfies all applicable eligibility requirements, financial incentives may be available in three phases:

PHASE ONE: Pre-Development Design/Study Grant:

The County may contribute financially to a 'Design/Study Grant' (or similarly named grant programme, as determined by the County) offered through the applicable member municipality's CIP.

The grant will provide funding to cover eligible costs required to complete due diligence, planning, technical, and/or design studies that will investigate potential site-specific development constraints and/or provide new background information regarding a potential development and redevelopment project.

The County may provide up to 100% of the total value of eligible costs, to a maximum of \$20,000 per project and/or property.

The actual value of the grant will be determined based on:

- i. The total value of eligible costs, as defined by the applicable member municipality's CIP; and
- ii. An evaluation of the proposed property/project against the Investment Criteria in Section 3.0.

This is not a grant matching programme and the member municipality is not required to participate financially in order for the County to provide funding.

PHASE TWO: Tax Increment Equivalent Grant (TIEG):

The County may contribute financially to a 'Tax Increment Equivalent Grant' (or similarly named grant or loan programme, as approved by the County) offered through the applicable member municipality's CIP.

The grant will provide funding to cover part of the County portion of a property tax increment that is incurred as a result of a major community improvement project. Following the payment of County property taxes (annually or at the end of the five-year term), a grant will be provided to the landowner which is equal to the County portion of an increase in property taxation.

The grant will provide funding to cover construction, demolition, on-site infrastructure, and other associated costs as a result of a redevelopment, adaptive reuse, building rehabilitation, or retrofit works.

The actual grant value will be calculated as follows:

- **In year one, the grant is equal to 100% of the County portion of the tax increment;**
- **In year two, the grant is equal to 80% of the County portion of the tax increment;**
- **In year three, the grant is equal to 60% of the County portion of the tax increment;**
- **In year four, the grant is equal to 40% of the County portion of the tax increment; and**
- **In year five, the grant is equal to 20% of the County portion of the tax increment.**

This is not a grant matching programme, since the value of the municipal portion of the property taxes will be different than the County portion, and because the structure of a member municipality's TIEG programme may differ from the Invest Well programme. However, the applicable member municipality must participate financially through its own TIEG programme in the local CIP, in order for the County to provide funding.

PHASE THREE: Marketing /Investment Attraction
Support: Refer to Section 3.2.1.



INVEST READY PACKAGE

Eligible Costs and Projects

For both the 'Pre-Development Design/Study Grant' and the 'Tax Increment Equivalent Grant', eligible costs shall be consistent with those identified in the applicable programme of the applicable member municipality CIP. The eligible costs will be limited to those for which the applicant was approved.

In addition, for the Invest Well TIEG grant, the following will be included as eligible costs:

- i. County tipping fees;
- ii. County planning application and building permit fees;
- iii. Any costs for design and study work not covered in PHASE ONE; and
- iv. Additional community improvement costs that meet the criteria outlined in Section 2.3, as determined by the County.

Payment

Grant payments will be made upon successful completion of the project. All completed projects must comply with the approved project description as provided in the grant application form and submitted to the member municipality through a local CIP.

Grant payments from the County will be provided to the applicable member Municipality. Grants to the successful applicant will be issued and administered by the member Municipality.

In addition, the following should be noted:

- a. Pre-Development Design or Study Grant:
 - i. The grant will be paid in a lump sum as a reimbursement of costs incurred following completion of the studies/submission of the studies to the County; and
 - ii. All completed studies will become the shared property of the applicant, member Municipality, and Wellington County.
- b. Tax Increment Equivalent Grant:
 - i. Once approved, the County of Wellington and the landowner will enter into a legal agreement outlining the terms and conditions of the TIEG;
 - ii. The TIEG agreement will be registered on title for up to five years;
 - iii. The total value of the Tax Increment Equivalent Grant will be determined following the reassessment of the property by MPAC; and
 - iv. Payment will be provided based on the payment structure outlined in the TIEG agreement.

3.1.2 INVEST MORE GRANT

Purpose

The Invest More Grant is in direct support of goal #3 of this document (Section 2.1). It is intended to help support a broad range of improvements to existing buildings/properties and contribute to the overall beautification and revitalization of built-up areas.

The Invest More Grant will help fund:

- a. Costs required to complete due diligence, planning, technical, and/or design studies that will investigate potential site-specific development constraints and/or provide new background information regarding a potential development and redevelopment project;
- b. Physical, structural, and aesthetic improvements to existing commercial, industrial, mixed-use, and office buildings/properties and contribute to the overall beautification, revitalization, energy efficiency, function, and safety of built-up areas; and
- c. Other significant changes to a building, property, or business that result in the productive use of land and/or buildings to accommodate new job growth.

Who Benefits?

Through the Invest More Grant, the following benefits are anticipated:

- a. The County, its member municipalities, and the public will benefit from the overall improvement and revitalization of land and buildings; and
- b. Landowners/investors/businesses will benefit from additional financial and non-financial support from County of Wellington.

Who is Eligible?

In addition to the General Eligibility Criteria in Section 4.0, in order to be eligible for the Invest More Grant, the following requirements must be met:

- a. The applicant/subject property must be approved for any financial incentive programme offered through the CIP of a member Municipality, except for the TIEG. The Invest More Grant will not be provided to applicants receiving the Invest Well TIEG through the member municipality's CIP.
- b. **The proposal/subject property must achieve a minimum score (as identified by Council annually), when evaluated against the Investment Criteria in Section 3.0.** The matrix in Appendix A will assist with the evaluation; AND
- c. The subject property must be sponsored and endorsed by the member municipality.

Programme Details and Value

Where a property/applicant satisfies all applicable eligibility requirements, the Invest More Grant may be available, subject to the following:

- a. The County may contribute financially to successful applicants of any grant programme offered through the applicable member municipality's CIP, except for the TIEG, as noted above.

The grant will provide funding to cover eligible costs required for a broad range of physical, structural, and aesthetic improvements to existing commercial, industrial, mixed-use, and office buildings/properties, as determined by the County.

The County may provide a grant valued up to 50% at a maximum of \$10,000 per project and/or property.

The actual value of the grant will be determined based on:

- i. The total value of eligible costs, as defined by the applicable member municipality's CIP; and
- ii. An evaluation of the proposed property/project against the Investment Criteria in Section 3.0.

This is not a grant matching programme; however, the applicable member municipality must participate financially through any financial incentive programme offered in the local CIP (except for the TIEG) for the County to provide funding.

Eligible Projects and Costs

Eligible costs shall be consistent with those identified in the applicable programme of the applicable member municipality CIP. The eligible costs will be limited to those for which the applicant was approved.

In addition, for the Invest More grant, the following will be included as eligible costs:

- i. Roof-top patios, outdoor dining spaces/ areas;
- ii. Privately Owned Publicly Accessible Spaces;
- iii. Bed and Breakfast accommodation units, and other short-term accommodations.
- iv. Additional community improvement costs that meet the criteria outlined in Section 2.3, as determined by the County.

Payment

Grant payments will be made upon successful completion of the project. All completed projects must comply with the approved description as provided in the grant application form. The grant will be paid in a lump sum as a reimbursement of costs incurred.

Grant payments from the County will be provided to the applicable member Municipality. Grants to the successful applicant will be issued and administered by the member Municipality.

3.2 NON-FINANCIAL INCENTIVE PROGRAMMES

The following is a description of non-financial incentives/ funding programmes that may be implemented by Wellington County during the implementation period of the Invest Well Programme.

3.2.1 Marketing and Investment Attraction Support Properties that are approved for the Invest Ready Incentive Package may be incorporated into County-led marketing campaigns and strategies that attract national and international investors. Support may also include:

1. Advice from the County's Economic Development team;
2. Promotion through County publications/trade shows;
3. Customized sales materials; and
4. A profile on the County's website.

3.2.2 Promotion of Other Funding and Support Services The County may also promote additional avenues through which municipalities/landowners/tenants can apply for funding and support services. For example, the following may be promoted:

1. Funding for municipal projects through the County's Business Retention and Expansion Fund Programme;
2. Other County initiatives such as the 'Green Legacy' programme and 'Taste Real';

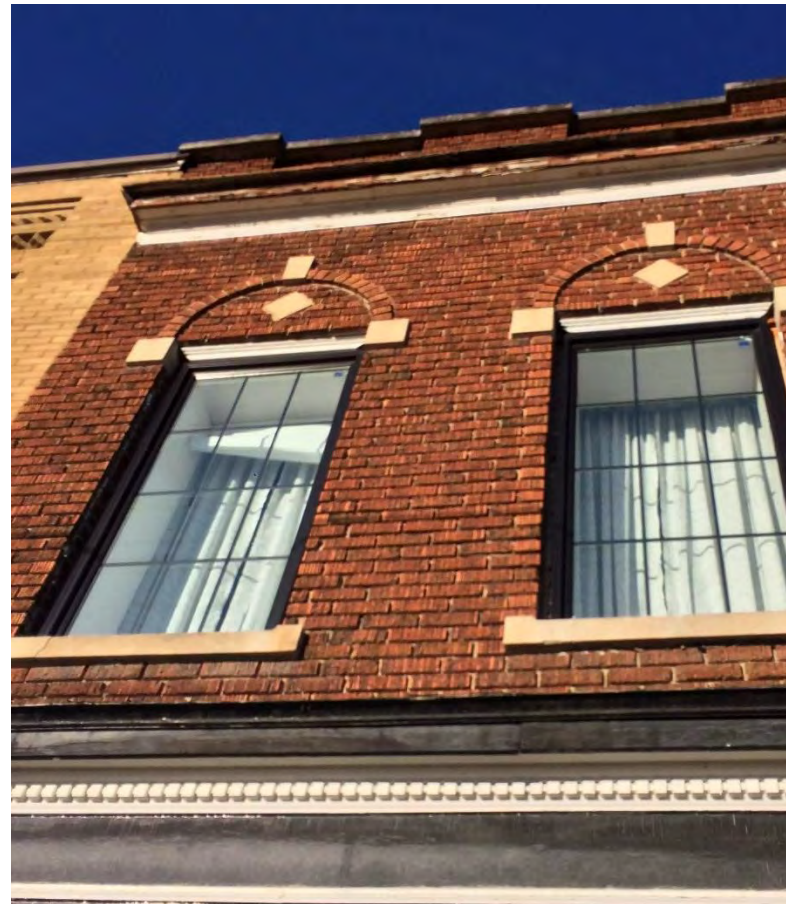
3. Funding programmes currently offered through the Province, Community Futures, Hydro One, Innovation Guelph, Business Centre, etc.;
4. Other business support services from places like the Business Enterprise Centre and Community Futures.

3.2.3 Economic Development and Planning Initiatives

The County may undertake additional Economic Development and Planning initiatives where they would help address the priorities of the Invest Well Programme, subject to the availability of resources and County priorities in any given year of implementation.

County Housing Study/Studies: The County could undertake a County-wide Housing Study/Studies to explore policy and planning tools and options available and identify where/how they might be implemented to support the provision of a wider range, type, and tenure of housing across Wellington.

Following the completion of the Housing Study/Studies, the County may identify further incentives that might be included in the Invest Well Programme to help fund the creation of various forms of residential intensification in areas where it is determined to be appropriate.



4.0 GENERAL ELIGIBILITY

In order to be eligible for any of the incentives offered through Invest Well, the following general eligibility criteria must be met by member municipalities and CIP applicants/private landowners.

4.1 GENERAL ELIGIBILITY REQUIREMENTS FOR MEMBER MUNICIPALITIES

1. The Invest Well Programme is not place-specific.

Therefore, if any area of a member municipality has been designated as a Community Improvement Project Area (CIPA) by by-law, that area will be eligible for Invest Well. If lands are not located within a designated CIPA, they will not be eligible for any aspect of the Invest Well Programme, including funding.

2. To be eligible for the Invest Ready Incentive Package the applicable CIP of the member Municipality must include:

- a. A 'Design or Study Grant' (or similarly named grant or loan programme, as approved by the County); and/or
- b. A 'Tax Increment Equivalent Grant' (or similarly named grant or loan programme, as approved by the County).

3. The Invest More Grant is not programme-specific.

Therefore, most other grant programmes offered through a Council adopted CIP will be recognized by the County in the evaluation of applications. Member Municipalities may wish to confirm which programmes will or will not be recognized by the County at the time of updating their local CIP to implement the Invest Well Programme.

4.2 GENERAL ELIGIBILITY FOR CIP APPLICANTS/LANDOWNERS

1. Eligibility for the Invest Well Programme will be dependent upon an applicant's ability to meet all of the general eligibility criteria and programme-specific general eligibility criteria of the applicable member municipality CIP.

Therefore, if an applicant is approved for an incentive through the locally adopted CIP, and also meets the eligibility requirements of the Invest Well Programme, the applicant may be approved for the Invest Well Programme.

2. Only the following types of existing or proposed uses will be eligible for funding from the County:

- a. Commercial/retail;
- b. Agriculture-related, On-farm Diversified Uses, and Farm businesses;
- c. Industrial/employment;
- d. Mixed-use buildings; and
- e. Upper-floor rental housing units above commercial buildings in downtown areas.

3. The proposal/subject property must achieve a minimum score when evaluated against the Investment Criteria in Section 3.0.

Annually, County Council will determine the minimum required score for the Invest Ready Package of Incentives and the Invest More Grant.

4. The total value of all grants provided to an owner/tenant (including grants from the County and the member municipality combined) shall in no case exceed the total value of eligible costs associated with the community improvement project.



5. Financial incentives will not be applied retroactively

to works started prior to approval of applications and any application for costs incurred prior to the adoption of this Invest Well programme by the member municipality through the local CIP will not be considered eligible.

6. The property owner must have no outstanding property tax arrears

or any other outstanding County obligation on the subject property at the time of application or during the term of the grant. As well, if a property is under an assessment appeal, it will be ineligible for the TIEG, until such time that the matter is settled.

7. Applicants will be required to disclose all other funding sources,

including governmental, private, or not-for-profit funding to support the project. These shall be taken into consideration in the review of applications and the value of incentives provided by the County may be reduced, at the sole discretion of Council.

8. The proposed works will conform with all applicable policies, standards, and procedures,

including (but not limited to) Official Plans and local planning documents, in addition to being subject to a review and the issuance of necessary planning and development approvals and building permits pursuant to the Ontario Building Code.

5.0 IMPLEMENTATION

The following provides general guidelines for the implementation of Invest Well for staff from the County and member municipalities. Implementation will require collaboration between the County and member municipalities, especially during the preparation of applications and ensuring that applications meet County priorities to the extent possible.

5.1 TERM

It is anticipated that the CIP will be implemented over a 10-year period ending in December 2029. Council may extend or reduce the implementation period as deemed appropriate or necessary, subject to an amendment to the CIP.

Recognizing that the County's economic development and planning priorities and strategies will change during the implementation period, it is also anticipated that the 'Invest Well' Programme will be reviewed and updated, as necessary in accordance with the Monitoring Programme in Section 5.9, in conjunction with strategic planning updates.

5.2 FUNDING

As part of the annual County budgeting exercise, Council will approve a community improvement budget for INVEST WELL financial incentives that have been put into effect for that year, if any. The provision of any grant incentive shall be to the limit of the available funding for that year.

During the implementation period of this Plan, Council will determine if funding and incentive levels are necessary or warranted to ensure that the Invest Well programme functions properly in respect of the goals and priorities (as set out in Section 2), and the Council's financial circumstances.

5.3 CIP IMPLEMENTATION

To implement the Invest Well Programme and access County funding through the local CIP, the member municipality should undertake the following key steps:

1. Details of the Invest Well Incentive Package (Section 3.1.1) and Invest More Grant (Section 3.1.2) must be incorporated into the local CIP by:
 - a. Creating a new section on "County Incentive Programmes"; or
 - b. Incorporating new language on "County Participation" within the existing descriptions of each applicable financial incentive programme.
2. Details should include:
 - a. Under what circumstances the County will provide incentive programs;
 - b. Eligible costs for County incentives; and
 - c. The potential value of the County's financial contribution, based on the results of the evaluating proposed projects against the Invest Well Criteria for Investment.

3. The County's Invest Well Evaluation Criteria Matrix;
4. Definitions to assist with the interpretation of the County's Invest Well Programme, as provided in the GLOSSARY of this document.

The above programme requirements should be implemented by way of a review and update to the CIP in effect through a member municipality.

5.4 TRANSITION

Any community improvement project approved by a member municipality at the time of amending the local CIP to incorporate the Invest Well Programme will be eligible for County funded financial incentives, provided the proposed works have not yet been initiated on the subject property.

5.5 ADMINISTRATION

5.5.1 Member Municipalities

Member Municipalities must complete a pre-screening of locally approved applications against the County's Investment Criteria Evaluation Matrix in Appendix A.

Based on the results of the pre-screening, member municipalities may choose to endorse a locally approved applicant to the County.

It is anticipated that part of the pre-screening process will involve one or more pre-consultation meetings with the applicant to discuss the merits of the proposal and application, and to discuss how the proposal fulfills the County's criteria for investment.

When applications are endorsed to the County, an explanation of the merits of the proposal should be communicated to County staff.

In order to be endorsed, applications must achieve a minimum score when evaluated against the Investment Criteria in Section 3.0. On an annual basis, County Council will identify the minimum score required.

5.5.2 County Invest Well Implementation Committee
County Council will appoint an Invest Well Implementation Committee and assign a Community Improvement Administrator to assist with the implementation of the County's Programme.

The Invest Well Implementation Committee will consist of County staff representatives from the following Departments:

- a. Chief Administrative Officer;
- b. Economic Development;
- c. Planning; and
- d. Treasury.

A staff person with expertise on site-specific matters may also be consulted to assist with the review and evaluation of applications. The Committee will also be authorized to retain other qualified professionals as required.

The Invest Well Implementation Committee will be responsible for:

1. Reviewing and evaluating applications for financial incentives that have been screened and endorsed by a member municipality;
2. Making a recommendation to the Economic Development Committee with respect to the approval or refusal of applications for Financial Incentive Programmes;
3. Marketing the CIP, in accordance with the Marketing Plan set out in Section 5.7;
4. Monitoring the CIP, in accordance with the Monitoring Plan set out in Section 5.8, and providing annual reports to Council and citizens with respect to the costs and benefits of the CIP;
5. Making recommendations to Council on:
 - a. Financial Incentive Programmes to be put into effect in any given year; and
 - b. Identifying an annual community improvement budget for financial incentives.

Note: Council may delegate approval authority to the Implementation Committee for certain applications that are anticipated to result in a grant valued at less than \$10,000.

5.5.3 County Council

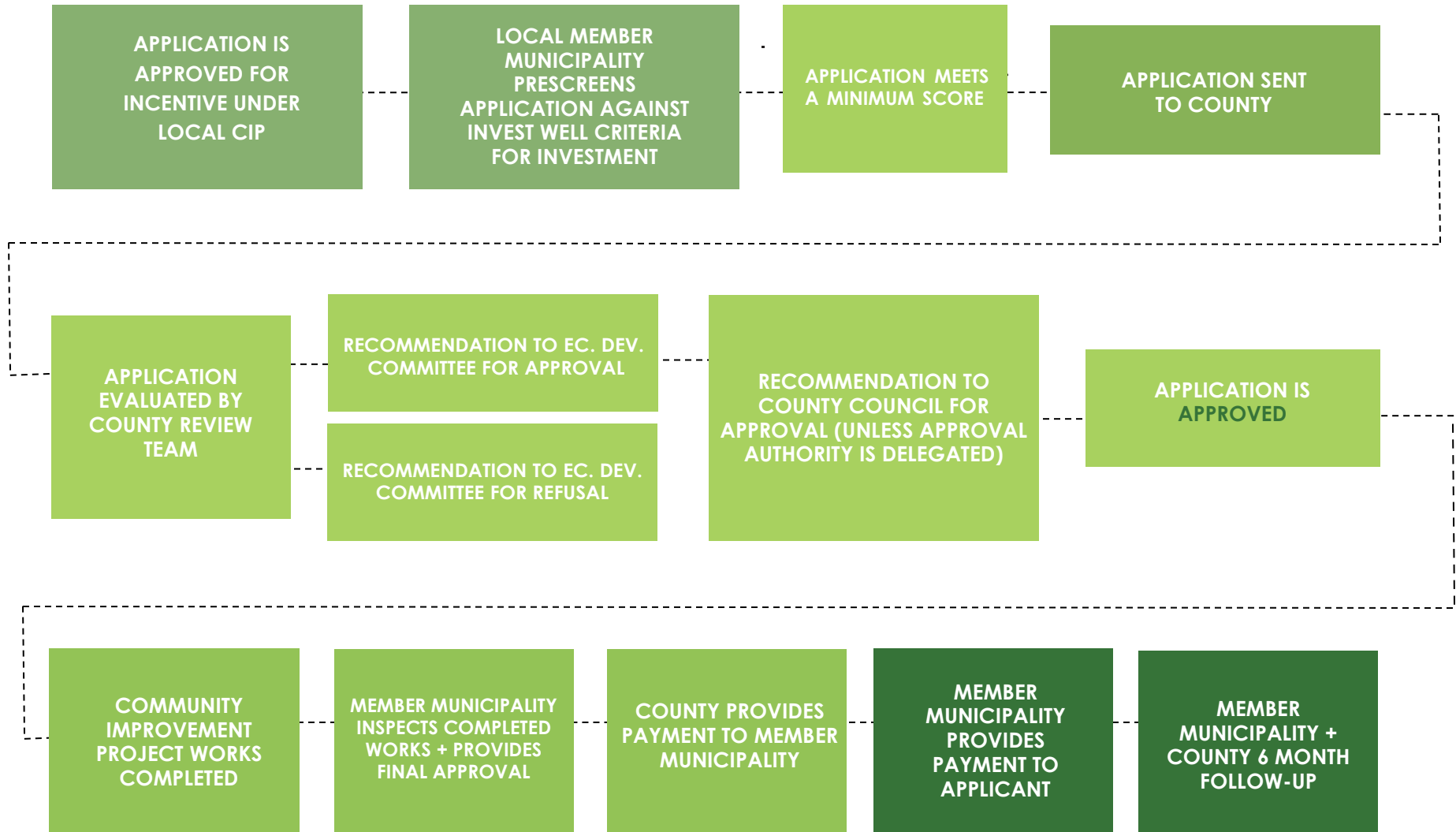
County Council will contribute to the overall administration of the CIP (subject to the County's priorities and the availability of resources/funding) as follows:

1. Determining which of the CIP Financial Incentive Programmes will be put into effect in any given year during the implementation period, if any;
2. Determining the minimum score required by applicants to be eligible for Invest Well, when evaluated against the County's criteria;
3. Identifying (as part of the annual budgeting process) a community improvement budget for financial incentives that have been put into effect for that year, if any; and
4. *Unless approval authority has been delegated to the Implementation Committee, reviewing recommendations with respect to individual applications for financial incentives, and making a final decision with respect to approval or refusal.*

5.6 INVEST WELL PROCESS SUMMARY

The following flow chart summarizes the process by which applications will be reviewed, evaluated, and approved for Invest Well incentives.

INVEST WELL APPLICATION PROCESS FLOW CHART



5.7 MARKETING

The County may develop the following marketing materials to promote the CIP and the related opportunities:

1. A County webpage devoted to the Invest Well Programme, including information on financial incentives and the application process;
2. Regular and on-going promotion of the Invest Well incentives
3. An information package for member municipalities, property-owners, and tenant businesses;
4. A semi-annual e-newsletter highlighting new developments, businesses, and Invest Well success stories;
5. Information displays at local community events, conferences, and at municipal buildings, to broadly promote Invest Well; and
6. Annual progress reports to outline the success of the Invest Well Programme and to serve as case studies for future applicants.

The County may also identify target businesses and properties where improvements would be most desirable, and arrange short visits with owners/managers, to ensure awareness and encourage take-up.

These activities may be undertaken as part of the initial launch of the new CIP programme, and repeated quarterly as “reminders” of the CIP opportunities.

5.8 MONITORING

Collection of data related to financial incentive applications and proposed/completed projects should be on-going during the implementation of this CIP. The purpose of the data collection is to:

- a. Track funds provided by the County through Invest Well;
- b. Evaluate whether the programmes are achieving the goals and objectives set out by the CIP;
- c. Determine whether programme adjustments are required; and
- d. Provide the basis for reporting the results of the CIP, and specifically the uptake and success of the programmes, to Council.

The Invest Well monitoring strategy is based on the priorities set out in Section 2.3. A set of measures has been identified to assist in determining whether the priorities are being addressed during the implementation period.

Prior to implementing the monitoring programme, baseline data should be collected and will serve as a basis for comparison with the subsequently acquired data.

5.9 COMMUNITY FUTURES INVEST WELL LOAN

Introduction

It is often the case that a property owner wishes to improve his/her building but does not have the cash flow to cover the required matching funds of a Community Improvement Plan. This can result in lack of uptake of the programme and a property which remains in a poor state. To remedy this and further enhance the County Invest Well Programme (CIP), the two local Community Futures organizations have committed to providing additional business funding and support.

The two Community Futures (CFs) organizations in Wellington County are Wellington Waterloo Community Futures Development Corporation and Saugeen Economic Development Corporation. They are non-profit organizations mandated to support businesses by providing loans, business coaching and training workshops to encourage entrepreneurship and stimulate economic activity in rural communities. As part of a network of 268 organizations across Canada, they also provide community planning and economic development support. The Community Futures CIP contribution is an innovative and practical funding partnership as it can act as the catalyst to encourage business owners to invest in their property improvements. The County CIP encourages this kind of coordination and enables the Community Futures to contribute loans to supplement a project outside of the contribution by the municipalities. Businesses that were previously unaware of the Community Futures fleet of services may then, through the CIP, be stimulated to receive business advice or education.

The Process - Saugeen Economic Development Corporation

For those businesses located in Wellington North and Minto and having received formal written approval by the Township to participate in the local CIP, the specific programme offered by the Saugeen Economic Development Corporation is as follows:

A Business Improvement Loan Fund to provide 50% of the matching funds required for a commercial and/or industrial revitalization project. The Fund would assist with:

- small business equipment purchases/upgrades
- leasehold and façade improvements
- IT needs including: Computers/Software/Websites/POS Systems

Terms:

- Proof of Municipal CIP approval
- Unsecured Business Loans up to \$20,000
- 5% Interest Rate
- Simple Application Process
- Flexible Repayment Terms
- Personal Guarantee Required

A further loan of 50% matching funds are available for residential improvements related to affordable housing and for infrastructure improvements up to \$20,000 at an interest rate of 5%. The funding would be based on based on municipal approval and require a personal guarantee.

Requests over \$20,000 must be approved by SEDC and secured. For further information, please visit www.sbdc.ca

The Process – Wellington Waterloo Community Futures

For those businesses located in Mapleton, Centre Wellington, Erin, Guelph Eramosa and Puslinch and having already received formal written approval by the Township to participate in a local CIP, the specific programme offered by the Wellington Waterloo Community Futures Development Corporation is as follows:

A business development fund to assist commercial and/or industrial projects related to the County's Invest Well priority three: improve buildings and infrastructure. If approved to receive grant funds from a member municipal CIP, the applicant will automatically be approved to receive funding to put towards upfront and/or matching costs related to the approved grant. The funds will be loaned at a 3% rate on a 5 year term.

Terms:

- Proof of Municipal CIP approval
- Unsecured Business Loans up to \$20,000
- 3% Interest Rate
- Simple Application Process
- Flexible Repayment Terms
- Personal Guarantee Required

Requests over \$20,000 must be approved by WWCFDC and secured. For further information, please visit www.wwcf.ca



PRIORITY/CRITERIA	MEASURE
PRIORITY #1: TO USE LAND STRATEGICALLY	
The proposed project involves the redevelopment of vacant/underutilized lands.	Amount of vacant/ underutilized land that has been redeveloped.
The proposed project will achieve a construction value threshold.	Number of projects achieving a minimum construction value of \$200,000 (Invest Ready) or \$20,000 (Invest More).
The proposed project will result in new employment opportunities created or retained in target sectors.	Number of jobs created or retained.
PRIORITY #2: TO PROVIDE RENTAL HOUSING	
A new mixed-use building is proposed, with commercial uses at grade and upper floor rental housing units.	Number of downtown mixed-use buildings with commercial uses at grade and rental units above grade.
The proposed project will result in the upgrade of existing rental units.	Number of new rental units upgraded and improved.
The proposed project is an example of residential intensification in a downtown area.	Number of residential intensification projects that contribute to meeting the local intensification target, where applicable.
PRIORITY #3: TO IMPROVE BUILDINGS AND INFRASTRUCTURE	
The proposed project involves the adaptive reuse of vacant or underutilized buildings.	Number of vacant or underutilized buildings developed/redeveloped.
The proposed project incorporates sustainable building and/or green infrastructure features.	Number of projects incorporating sustainable building and/or green infrastructure feature.
The proposed project will result in improvements/upgrades to utilities/servicing.	Number of projects resulting in improvements/upgrades to utilities/servicing.
PRIORITY #4: DIVERSIFY THE ECONOMY	
The proposed project results in new on-farm diversified or value-added agriculture uses.	Number of new on-farm diversified or value-added agriculture uses
The proposal will result in the creation of a new business in a target sector or value-chain/cluster.	Number of new businesses in a target sector or value-chain/cluster
The proposal involves new retail, restaurant, or other critical businesses in the downtown areas.	Number of new retail, restaurant, or other critical businesses in the downtown areas.
PRIORITY #5: TO PROMOTE TOURISM	
The proposed project provides for an increase in short-term accommodation options.	Number of short-term accommodation uses.
The proposed project involves the beautification/restoration/enhancement of key landmarks/ tourism assets.	Improvements to key landmarks/ tourism assets.
The proposed use is a current or proposed participant in County tourism promotion activities.	Number of participants in County tourism promotion activities

GLOSSARY OF TERMS

Agriculture-related uses: means those farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity.

Adaptive reuse: means the recycling of a building and/or structure usually for a new function, such as the use of a former industrial building for residential purposes.

CIP Implementation Committee: means the designated committee appointed to review applications for financial incentives and make recommendations/decisions on financial incentives in accordance with the policies of this Plan.

County Tourism Promotion Activities: As identified through the Experience Wellington tourism platform and/or the Taste Real local food initiatives.

Critical Business: A business that is critical to Wellington's economy, tied in with the value-chain proposition.

Farm Business: means small scale businesses that provide value-added products from the farm and may be permitted in accordance with the Wellington County Official Plan. Examples of farm businesses are provided in Section 6.4.4 of the County's Official Plan.

Green infrastructure: means natural and humanmade elements that provide ecological and hydrological functions and processes. Green infrastructure can include components such as natural heritage features and systems, parklands, storm-water management systems, street trees, urban forests, natural channels, permeable surfaces, and green roofs.

Job: means a paid position of regular employment.

Landmark: A building, feature or landscape within the County that is easily seen and recognized, a critical asset in identifying our community.

Mixed use development: means any combination of commercial uses (retail, personal services, restaurants, etc.), offices, institutional uses and/or residential uses within a building, provided that there are commercial uses at grade.

Tax increment: an increase in taxes, which is calculated by subtracting the Municipal portion of property taxes before assessment from the Municipal portion of the property taxes after reassessment. The tax increment does not include any increase/decrease in Municipal taxes due to a general tax increase/decrease or a change in assessment for any other reason.

On-farm diversified use: means uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products.

Rental units: means any living accommodation used or intended for use as rented residential premises,

Residential intensification: means intensification of a property, site or area which results in a net increase in residential units or accommodation and includes:

- a. redevelopment, including the redevelopment of brownfield sites;
- b. the development of vacant or underutilized lots within previously developed areas;
- c. infill development;
- d. the conversion or expansion of existing industrial, commercial, and institutional buildings for residential use; and
- e. the conversion or expansion of existing residential buildings to create new residential units or accommodation, including accessory apartments, second units and rooming houses.

Tax increment: an increase in taxes, which is calculated by subtracting the Municipal portion of property taxes before assessment from the Municipal portion of the property taxes after reassessment. The tax increment does not include any increase/decrease in Municipal taxes due to a general tax increase/decrease or a change in assessment for any other reason.

Target Sector: Key sectors of economic importance to Wellington County as identified through the economic development strategic plan, countywide business retention and expansion programme, and destination development project. Target sectors in Wellington County showcase our competitive advantages and present compelling value propositions for business investment. The key target sectors include manufacturing, agriculture, health care, creative professional services.

Short-term accommodation: accommodation or lodging that is provided to paying guests, and includes hotel businesses, hostels, pensions, bed and breakfasts, campgrounds, recreational vehicle parks, and vacation rentals.

Tourism asset: community assets that can or do attract and serve tourists and, in doing so, improve the community's quality of life

Utilities: means an essential public service such as electricity, gas, television or broadband/communications/telecommunications that is provided by a regulated company or government agency.

Vacant/underutilized (land and/or buildings): means developable land within a district that would otherwise qualify as substantially developed land, but which contains land, buildings, and/or structures that are not being used to their full potential and may potentially be developed, recycled, or converted into a better, more compatible use, such as a residential or mixed-use development. Part or all of a parcel of land shall be considered vacant and/or underutilized if it is no longer necessary to support the current use, based on factors including but not limited to current and projected employment levels, vacancy rates, and parking demand. **Note: for the purpose of community improvement planning in the County, vacant/underutilized lands will generally only be eligible for incentives if they are located in an existing built-up area and have previously been developed. County staff should be contacted to confirm eligibility.**

Value-chain: means the process or activities by which a company adds value to an article, including production, marketing, and the provision of after-sales service.

Thank you!

Wellington County would like to acknowledge the following individuals for their contribution in creating the Invest Well Programme:

Economic Development Committee and Council

Warden Dennis Lever
 Councillor George Bridge (Chair)
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 Councillor Allan Alls
 Councillor Andy Lennox
 Councillor Chris White
 Councillor Neil Driscoll
 Councillor Don McKay
 Councillor Gregg Davidson
 Councillor David Anderson
 Councillor Gary Williamson
 Councillor Lynda White
 Councillor Mary Lloyd
 Councillor Shawn Watters

Scott Wilson
 Ken DeHart
 Jana Burns
 Andy Goldie
 Belinda Wick-Graham
 Christina Mann
 Crystal Ellis
 Dale Small
 Heather Vasey
 Ian Roger
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 Janet Harrop
 Jenna Morris
 Jennifer Grove
 Jennifer Mondell
 Jim Taylor
 Ken Naylor
 Kristel Manes
 Lisa Gatto
 Mariana Iglesias
 Murray Clarke
 Nancy Reid
 Pam Fanjoy
 Roberta Scarrow

APPENDIX A

INVESTMENT CRITERIA EVALUATION
MATRIX



WELLINGTON COUNTY COMMUNITY IMPROVEMENT PROGRAMME
FINANCIAL INCENTIVES FUNDING APPLICATION

FOR OFFICE USE ONLY		APPLICANT:
PRECONSULTATION DATE:	DATE RECEIVED BY COUNTY:	EVALUATED BY:
FILE NUMBER:	ROLL NUMBER:	OTHER INFO:

The following evaluation matrix identifies a set of criteria that will be considered in the evaluation of applications for Invest Ready Incentive Package OR Invest More Grant. For each of the criteria identified, the Invest Well Applications Committee will award points based on the extent to which the criteria is met – as detailed by the applicant in their funding application.

An application must score a minimum of 30* points for the Invest Ready Incentive Package and 15* points for the Invest More Grant. If the request at any given meeting exceeds the amount of funds available, the points from this evaluation matrix will be used to determine how much funding will be granted to an applicant.

Scoring/Evaluation Instructions	
Score each criteria out of 5 using following scale:	
0	No information provided or does not meet criteria
1	Proposal is good and generally meets criteria
3	Proposal is strong and exceeds the criteria
5	Proposal is exceptional and exceeds criteria

CRITERIA	SCORE
PRIORITY #1: TO USE LAND STRATEGICALLY	
a. The proposed project involves the redevelopment of vacant/underutilized lands.	/5
b. The proposed project will achieve a construction value threshold.	/5
c. The proposed project will result in new employment opportunities created or retained in target sectors.	/5
POINTS AWARDED	/15
PRIORITY #2: TO PROVIDE HOUSING CHOICES	
a. The proposed project involves affordable, alternative, or mixed-use form of housing.	/5
b. The proposed project will result in the upgrade of existing rental units.	/5
c. The proposed project is an examples of residential intensification in a downtown area.	/5
POINTS AWARDED	/15

* Minimum required scores will be reviewed annually and updated as required by County Council.



PRIORITY #3: TO IMPROVE BUILDINGS AND INFRASTRUCTURE	
a. The proposed project involves the adaptive reuse of vacant or underutilized buildings.	/5
b. The proposed project incorporates sustainable building and/or green infrastructure features.	/5
c. The proposed project will result in improvements/upgrades to utilities/servicing.	/5
POINTS AWARDED	/15
PRIORITY #4: DIVERSIFY THE ECONOMY	
a. The proposed project results in new on-farm diversified or value-added agriculture uses.	/5
b. The proposal will result in the creation of a new business in a target sector or value-chain/cluster.	/5
c. The proposal involves new retail, restaurant, or other critical businesses in the downtown area.	/5
POINTS AWARDED	/15
PRIORITY #5: TO PROMOTE TOURISM	
a. The proposed project provides a for an increase in short-term accommodation options.	/5
b. The proposed project involves the beautification/ restoration/ enhancement of key landmarks/tourism assets.	/5
c. The proposed use is a current or proposed participant in the County's tourism promotion activities (i.e, Top Wellington Destinations, Taste Real).	/5
POINTS AWARDED	/15

EVALUATION RESULTS

Total Points (all sections)	
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SUPPLEMENTARY COMMENTS: Member Municipality

SUPPLEMENTARY COMMENTS: Wellington County



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519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF December 3rd, 2018**

FROM: DALE SMALL, Economic Development Officer

SUBJECT: REPORT EDO 2018-37 Downtown - Main Street Revitalization

RECOMMENDATION

That the Council of the Corporation of the Township of Wellington North receive for information the Economic Development Officer report EDO-2018-37 dated December 3rd, 2018 being a report on the Downtown-Main Street Revitalization Program;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve the committee membership & appointments as outlined in this report.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- EDO 2018-12 Main Street Revitalization Program April 9th, 2018
- EDO 2018-27 Downtown-Main Street Revitalization July 23rd, 2018
- Downtown Revitalization Meeting Minutes of August 28th, 2018
- EDO 2018 31 Downtown-Main Street Revitalization Sept 24th, 2018

BACKGROUND

At the September 24th council meeting council approved the staff recommendation to establish two Downtown Revitalization Committee's as Committees of Council. Since that time staff have worked with both the Arthur and Mount Forest Chambers of Commerce to identify individuals to sit on these committee's and we are pleased to say that this exercise has been completed.

We recommend that the term for sitting on the Downtown Revitalization Committees be established as this term of council. Proposed committee membership is as follows:

ARTHUR DOWNTOWN REVITALIZATION COMMITTEE

Chamber Directors	Tish Green	Corey Bilton	John Schmidt
Business Owners and/or Building Owners	Caroline Paquet Joe Walsh	Paula Coffey Steven Kozinets	Fran Turnbull James Coffey
Community Members	Jamie McKinnon	James Craig	Jacklyn Winter
Municipal Staff	Mike Givens	Dale Small	Mandy Jones
Council Members	Mayor Lennox	Councillor Hern	Councillor McCabe

MOUNT FOREST DOWNTOWN REVITALIZATION COMMITTEE

Chamber Directors	Shawn McLeod	Callee Rice	Pam Carson
Business Owners and/or Building Owners	Peter Mohr Bill Nelson	Dan McCallum Murray Townsend	Jeanean Mousseau Brian Plume
Community Members	Karen Rave	Crystal Seifried	Sharon Wenger
Municipal Staff	Mike Givens	Dale Small	Gabby Ieropoli
Council Members	Mayor Lennox	Councillor Yake	Councillor Burke

The first Downtown Revitalization Committee meeting will be held in early 2019 and at that time the committee will finalize the Terms of Reference for council approval. We will also work towards identifying the top five short term priorities for each community.

FINANCIAL CONSIDERATIONS

Committee membership is a volunteer position and no compensation is provided.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

Which pillars does this report support?

Community Growth Plan Community Service Review
 Human Resource Plan Corporate Communication Plan
 Brand and Identity Positive Healthy Work Environment
 Strategic Partnerships

PREPARED BY:	RECOMMENDED BY:
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Dale Small

Mike Givens

DALE SMALL ECONOMIC DEVELOPMENT OFFICER	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

**FROM: BARRY TROOD, WATER SUPERINTENDENT
BRAD HOOVER, ACTING - PROCESS COMPLIANCE ANALYST
COREY SCHMIDT, WATER/SEWER FOREMAN**

**SUBJECT: REPORT OPS 2018-026 - DRINKING WATER QUALITY
MANAGEMENT SYSTEM (DWQMS)- 2018 MANAGEMENT REVIEW
MINUTES**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2018-026 being a report on the Drinking Water Quality Management System (DWQMS) - Management Review for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND

The Township of Wellington North DWQMS requires that a Management Review shall be conducted at least once every twelve (12) months to evaluate the continuing suitability, adequacy and effectiveness of the Municipality's DWQMS and to identify any areas where improvement is required. The Management Review process ensures that all levels of the organizational structure (i.e. Owner, Top Management and Operating Authority) are kept informed and aware of DWQMS and the performance of the municipally owned Drinking Water Systems.

As an outcome of the Management Review, the Process Compliance Analyst makes recommendations for the improvement of the DWQMS. These recommendations include descriptions of the identified deficiencies, identification of action items to address the

deficiencies and delegation of the action items including required time frames for response.

FINANCIAL CONSIDERATIONS

N/A

STRATEGIC PLAN

This report relates directly to the implementation of the Township of Wellington North Strategic Plan, in particular community service with regards the Township’s drinking water system.

Do the report’s recommendations advance the Strategy’s implementation?

X Yes No N/A

Which pillars does this report support?

- | | |
|---|--|
| <input type="checkbox"/> Community Growth Plan | <input checked="" type="checkbox"/> Community Service Review |
| <input type="checkbox"/> Human Resource Plan | <input type="checkbox"/> Corporate Communication Plan |
| <input type="checkbox"/> Brand and Identity | <input type="checkbox"/> Positive Healthy Work Environment |
| <input type="checkbox"/> Strategic Partnerships | |

PREPARED BY:	RECOMMENDED BY:
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Barry Trood

Michael Givens, CAO

BARRY TROOD WATER SUPERINTENDENT	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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Attachments– Management Review Meeting Minutes, November 16th, 2018



**TOWNSHIP OF WELLINGTON NORTH
DWQMS MANAGEMENT REVIEW
MEETING MINUTES**

Date: November 16, 2018

Time: 10:30 am

Location: Municipal Office Meeting Room
Kenilworth, Ontario

Attendees:

Mike Givens, Chief Administrative Officer (CAO) (Top Management)
Barry Trood, Water/Sewer Superintendent (Top Management)
Corey Schmidt, Water/Sewer Foreman
Brad Hoover, Acting - Process Compliance Analyst/Quality Management Representative (PCA/QMR)

The PCA/QMR discussed the following items:

Incidents of Regulatory Non-Compliance

- Annual MECP inspections final inspection rating for both systems was 100%.
- No noncompliances were noted during both inspections.
- Three best practice recommendations from the inspector during the inspection.
 - Mount Forest – Update the DWWP to reflect VFDs, next amendment.
 - Arthur - monitor agricultural activities on lands adjacent to their wells.
 - Arthur - Update the DWWP to reflect VFDs, next amendment.

Action Items

- **The best practice recommendations will be ongoing until the DWWP is updated in 2022. We believe the agricultural monitoring will be a continual recommendation.**

Incidents of adverse drinking water tests

- Sampling completed on Wednesday May 23, 2018 resulted in a single adverse drinking water result, 1 Total Coliform was detected in a sample taken from Mount Forest distribution system. Corrective action was taken and a resample result indicated 0 Total Coliform, with no further actions required.
- A treated sample taken from the Arthur DWS at Well # 7b on Monday September 10, 2018 had an adverse Sodium result of 36.6 mg/L. Corrective action was taken and a resample result indicated 36.6 mg/L of sodium, with no further actions required.

- Treated samples were taken from the Mount Forest DWS at Well # 3 & Well # 5 on Monday September 10, 2018 had adverse Sodium results of 21.3 mg/L & 61.2 mg/L; Corrective action was taken and resampling results indicated 21.1 mg/L & 63.4 mg/L of sodium, with no further actions required.
- Over the past 8 years, sodium levels have slowly increased in the Mount Forest. The most common sources of sodium in drinking water are from natural occurrences and road salt.
- The CAO asked whether we were able to treat the sodium levels. The Superintendent, Foreman and QMR all agreed that there are no effective treatment methods that would be used to treat at these low levels. The QMR added that we are well under the Aesthetic Objective for sodium at 200 mg/L and the wells are monitored to determine the life expectancy and give time to plan for alternate wells if required. The foreman pointed out that the Ministry of Health (MOH) must be notified if the sodium is above 20 mg/L, so physicians can notify patients on sodium restricted diets.

Action Items

- None

Deviations from Critical Control Points Limits & Response Actions

- There were no deviations from Critical Control Points.

Action Items

- None

Efficacy of the Risk Assessment Process

- Risk Assessment Review was completed in February 2018.
- No changes to critical control points.
- The new DWQMS version 2.0 was discussed in detail focusing on the requirements for Element 7.
- Using the new updated risk assessment table staff reviewed the previous outcomes from Arthur and Mount Forest and re-assessed the risks. During this process, frozen water mains were added to some examples under severe weather events and natural disasters for completeness.

Action Items

- None

Internal & Third Party Audit Results

- The Internal Audit was completed in between March 23rd and April 3rd, 2018. Zero non-conformances and two OFI's (opportunities for improvement) were identified.
- The Off-site External Audit conducted by SAI Global was completed in October 2018. Zero non-conformances and one OFI was identified.

- Element 5 Document & Record Controls

This item will be addressed with implementation of the new DWQMS version 2.0 by August, 2019.

- The Township of Wellington North was offered reaccreditation for another year and maintains the Certificate of Accreditation.

Action Items

- **The OFI from the External Audit will be followed up on when the DWQMS is upgraded to the 2.0 Version.**

Results of Emergency Response Testing

- Pre and Post Chlorine Low Alarms and Diesel Generators are tested monthly.
- PTO-driven power supply at Well #6 was tested in October 2018.
- An emergency exercise using a Portable Generator was successfully completed in October 2018, at Well #5.

Action Items

- None

Operational Performance

- Leak Detection was completed on the East side of Mount Forest in Mat 2018. No apparent water loss throughout the system.
- The Arthur Multi Leg Tower was cleaned and inspected by Landmark in September 2018. Landmark has not yet delivered the report, but it's expected to have similar finding from the 2015 report.
- All Main Valves in Arthur (172) were operated and inspected in 2018.
- All Hydrants in Mount Forest (177) and Arthur (111) were inspected in 2018.
- There were two water main breaks in Mount Forest in 2018, one on Peel St and one on Wellington St E.
- There were eight service leak repairs in 2018, seven in Arthur and one in Mount Forest.

Action Items

- None

Raw Water Supply & Drinking Water Quality Trends

- No quantity issues in the reporting year. The QMR added that we had not received any complaints from private well owners about the Municipal wells impacting them.
- Schedule 23/24 (Organics /Inorganics) samples collected in the past 2 years indicates that there have been no changes in raw water quality. The trending has remained consistent.
- Mount Forest Wells #3 & #5 and Arthur Wells #7b & #8 have elevated levels of sodium. The Aesthetic Objective for sodium is 200 mg/L but must be reported to Ministry of

Health (MOH) if above 20 mg/L. This is so physicians can notify patients on sodium restricted diets.

- The Township falls under three Conservation Authorities, each with a different Source Protection Plan (SPP). All plans have been approved and are currently in effect.
- Saugeen Valley SPP applies to Mount Forest.
- Grand River SPP applies to Arthur.
- Maitland Valley SPP, only education programs apply as there are no municipal wells in the area.

Action Items

- None

Follow-up Action Items from Previous Management Reviews

Item	Completed Yes/No	Date of Completion
QMS Changes to Standard	No	By August 2019
MOECC Inspection Recommendation: Update the DWWP with the new VFD equipment upon the next renewal.	No	By November 2020 Include in next renewal application
MOECC Inspection Recommendation: Insert a copy of the CT calculations directly in the Operations Manual.	Yes	April 11, 2018
MOECC Inspection Recommendation: Insert a Signature Legend in the front of all logbooks.	Yes	December 13, 2018
External Audit OFI: Update Element 21 – Continual Improvement procedure to clarify how the effectiveness of a corrective/preventative or continual improvement action is verified.	Yes	December 8, 2017
External Audit OFI: Complete Form 20-1 Action Items and/or Deficiencies as a result of Audits/Management Review following the next Management Review.	Yes	December 6, 2017
External Audit OFI: At next Risk Assessment Review ensure that all potential risks are considered and documented in the meeting minutes even if they weren't chosen to be included in the Risk Assessment outcome.	Yes	February 28, 2018
External Audit Non-Conformance: After next Management Review meeting ensure that the report goes to Council.	Yes	December 4, 2017

Status of Management Action Identified Between Reviews

Item	Completed Yes/No	Date of Completion
Internal Audit OFI: Include a reference to Appendix A5-03 – SOP for SCADA Monthly Data Back-up in the Document & Record Control Procedure	Yes	April 24, 2018
Internal Audit OFI: List the actual services or supplies offered by each provider.	Yes	April 17, 2018

Item	Completed Yes/No	Date of Completion
MECP Inspection Recommendation: Update the DWWP with the new VFD equipment upon the next renewal.	No	By November 2020 Include in next renewal application
MECP Inspection Recommendation: Monitor agricultural activities on lands adjacent to their wells, and report any further improper land applications to the MECP.	No	Continually Monitor
External Audit OFI: Update Appendix 5-01, Document Control Table (missing version number) as a result of Audits/Management Review following the next Management Review.	No	By June 28, 2019

Management System

- MEPC has released Version 2.0 of the Drinking Water Quality Management Standard (DWQMS)
- The revision affects 7 of the 21 elements. The revisions are administrative in nature and are intended to clarify existing requirements and to ensure that consideration is given to the potential impacts of climate change.
- The Township is required to conform to the new DWQMS prior to the first audit of our system in the 2019 calendar year.

Action Items

- Update Operational Plan to meet the requirements of DWQMS Version 2.0 before the end of August 2019.

Consumer Feedback

- 15 drinking water complaints in the Township of Wellington North since last management review.
- All complaints were resolved by staff in a timely fashion.
- The CAO asked what was the difference compared to last year. The QMR believed the overall numbers were lower, but didn't have them to confirm. They thought Arthur had a few less in the previous year, but there were more in Mount Forest (the actual numbers for last year were 8 for Arthur and 11 for Mount Forest). The Water Foreman responded that many of these complaints are related to flushing activities or home owner maintenance issues.

Arthur Drinking Water System Customer Complaints			
	Date	Address	Complaint
1	Dec. 19, 2017	117 Edward St.	discoloured water
2	May 3, 2018	210 Gordon St.	discoloured water (directional flushing)
3	May 21, 2018	Tim Horton's - 8008 Wellington County Rd 109	discoloured water
4	May 22, 2018	272 Domville St.	discoloured water
5	June 15, 2018	270 Carroll St.	discoloured water (possible private issue-hot water tank)
6	June 18, 2018	233 Carroll St.	discoloured water
7	July 23, 2018	140 Frederick St.	discoloured water (private issue - brine tank)
8	July 24, 2018	20 Andrew St.	discoloured water
9	July 24, 2018	161 Clarke St.	low flow/pressure
10	July 26, 2018	120 Charles St. E	discoloured water (possible backflow testing in area)
11	Aug. 23, 2018	20 Bellefield Cres.	discoloured water
12	Sep. 26, 2018	85 Schmidt Dr.	low flow/pressure (private issues – clogged filter)
13	Oct. 21, 2018	270 Carroll St.	discoloured water (private issue-hot water tank)

Mount Forest Drinking Water System Customer Complaints			
	Date	Address	Complaint
1	May 7, 2018	450 King St. E	discoloured water (construction on Ronnie's Way in Lucas subdivision beside them)
2	Oct. 5, 2018	225 North Water St.	odour (possible private issue – drains)

Action Items

- None

Resources Needed to Maintain the QMS

- Currently staff resources needed to maintain the DWQMS are felt to be adequate.
- The majority of water department staff has been trained to conduct internal audits.
- The Municipal Water Waste Water Resource Committee is an online group that provides resources and help with the DWQMS.
- The QMR also added that other Wellington County water departments are a great resource as well.

Action Items

- None

Results of the Infrastructure Review

- This review was completed in November, 2018.
- The 6" cast iron water main on Charles St East from George St (Highway 6) to Isabella St East in Arthur was replaced with 6" PVC water main.
- The 4" and 6" cast iron water main on King St West from Queen St West (Hwy 89) to Main St South and Elgin St South from King St West to Wellington St West in Mount Forest was replaced with 8" PVC water main.
- There were 22 new service connections installed in Mount Forest.
- Currently there is maintenance work being completed at Well #5 in Mount Forest on the production well.
- Landmark completed the recommended upgrades to the Arthur Spheroid Tower between July 30th to August 3rd: Power wash exterior, Touched-up corroded areas within the pedestal and on the tank roof.

Action Items

- None

Operational Plan Currency, Content and Updates

- The operational plan is reviewed and updated on an annual basis and whenever necessary changes are required to be made.
- The last revisions were completed April 24, 2018.

Action Items

- None

Staff Suggestions

- Staff suggestions are on-going throughout the year, if a change is needed in the operational Plan, staff are directed to complete a change request form, and that process is followed to make the change.

Action Items

- None

Meeting adjourned at 11:15 am



November 20, 2018

To the Head & Members of Council:

Pursuant to Policy B-008 of the Ontario Good Roads Association, the Nominating Committee shall report to the Annual Conference its nominations for directors.

The OGRA Board of Directors is committed to achieving a diverse leadership team. We encourage women and individuals from diverse backgrounds to put their names forward for these positions.

The following members will serve on the 2019-2020 Board of Directors in the following capacity:

President	Rick Kester , CAO, City of Belleville
1 st Vice-President	Rick Harms , Project Engineer, City of Thunder Bay
2 nd Vice-President	Dave Burton , Mayor, Municipality of Highlands East
Immediate Past President	Chris Traini , County Engineer, County of Middlesex
Directors	Paul Ainslie , Councillor, City of Toronto
	Antoine Boucher , Director of Public Works & Engineering, Municipality of East Ferris
	Steven Kodama , Director, Transportation Services, City of Toronto
	Bryan Lewis , Councillor, Town of Halton Hills
	Paul Schoppmann , Mayor, Municipality of St.-Charles
	Michael Touw , Manager of Operations, County of Peterborough

Those nominated by the Nominating Committee shall be selected from OGRA's municipal or First Nations membership pursuant to the requirements for geographic representation contained in Section 12 of the Constitution, and so far as possible meeting the criteria established in Policy B-008. A full copy of the Constitution can be viewed on the OGRA web-site. **Those elected shall serve for a two (2) year term ending on February 24, 2021.**

The following vacancies need to be filled:

South West Zone	Two (2) Vacancies
South Central Zone	Two (2) Vacancies
Northern Zone	One (1) Vacancy

The Southwest Zone consists of the municipalities in and including the Counties of Brant, Bruce, Elgin, Essex, Haldimand, Huron, Lambton, Middlesex, Norfolk, Oxford, and Perth, the municipality of Chatham-Kent, and municipalities in and including the Regional Municipality of Waterloo.

The South Central Zone consists of the municipalities in and including the Counties of Dufferin, Grey, Simcoe, and Wellington, and municipalities in and including the Regional Municipalities of Durham, Halton, Niagara, Peel and York, and the City of Hamilton.

The Northern Zone consists of the municipalities in the Districts of Algoma, Cochrane, Kenora, Manitoulin Island, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming; municipalities in and including the District of Muskoka and the City of Greater Sudbury.

Any member of Council or a permanent full time staff from an OGRA member municipality or First Nations interested in being considered as a candidate for a position on the Board of Directors must complete the attached Nomination Consent form and submit it along with their résumé to the attention of the Chair of the Nominating Committee by no later than **December 21, 2018** at 2:00 p.m. Fax your information to 289-291-6477, e-mail to info@ogra.org or mail to OGRA, 1525 Cornwall Road, Unit 22, Oakville, Ontario L6J 0B2

The Nominating Committee will meet in January to recommend a slate of candidates to the membership. The members of the Committee are:

Chair: Ken Lauppé, Immediate Past President
Vice Chair: Robert Burlie, OGRA Past President
Members: Paul Ainslie, OGRA Director
Dave Burton, OGRA 3rd Vice-President
Paul Schoppmann, OGRA Director

Any questions regarding the Nomination process or serving on the Board of Directors can be directed to the undersigned at joe@ogra.org.

Yours truly,

A handwritten signature in black ink, enclosed in a hand-drawn oval. The signature appears to be 'J. W. Tiernay'.

J. W. Tiernay,
Executive Director

c: Ken Lauppé, Chair, Nominating Committee

Ontario Good Roads Association
Board of Directors
Nomination and Consent Form



We hereby nominate the following to the Board of Directors of the Ontario Good Roads Association for the 2019/21 term of office (2 year term):

Name of Candidate

Name: _____

Position: _____

Municipality: _____

Moved by: _____

Seconded by: _____

(Candidates must be nominated by two eligible members of OGRA. A resolution of Council is acceptable but not mandatory)

Candidate Consent

The candidate nominated above must sign below indicating they consent to the Nomination and agree to let their name stand for office.

I, _____ hereby consent to the Nomination
(Name of Candidate)
to the Board of Directors of the Ontario Good Roads Association.

Signature

Date

Submit completed form and candidate's résumé by fax or e-mail to the attention of Ken Laupé, Chair, OGRA Nominating Committee
Fax: 289-291-6477
E-mail: info@ogra.org



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-050 BEING A REPORT ON THE LICENSING
AND RETAIL SALE OF CANNABIS**

RECOMMENDATION

THAT the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-050 being a report on the licensing and retail sale of cannabis;

AND FURTHER THAT staff be directed to to bring this item forward to the January 14, 2019 meeting of Council for consideration as to opt in or opt out.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

Recreational cannabis was legalized on October 17, 2018 by the Federal Government. The governing legislation in Ontario is the Ontario Cannabis Retail Corporation Act, Cannabis Control Act and the Cannabis License Act (the Act).

The Act sets out the legal structure for private cannabis retail in Ontario and gives the Alcohol and Gaming Commission of Ontario (AGCO) the authority to license, regulate and enforce the sale of recreational cannabis through privately run stores in Ontario. Medical cannabis will continue to be subject to different rules than recreational cannabis. This report speaks to the licensing and operation of cannabis stores.

On November 16, 2018 Ontario introduced O-Reg **468/18** under the Cannabis License Act to provide for licensing private recreational cannabis stores that will begin sales on April 1, 2019. The AGCO plans to begin accepting on-line applications for cannabis-related licences in December, 2018. <https://www.agco.ca/cannabis-retail-regulation-facts>

Ontario municipalities have until January 22, 2019, to opt out of having cannabis retail stores in their community. This opt out can be reversed but that decision is final and there is no other opportunity to opt out. The written notification must be sent by email to municipal@agco.ca and received by the AGCO no later than January 22, 2019. The notification must include:

- The official name of the municipality, and;
- The date the resolution was passed.

If no resolution is passed opting out, the municipality will be considered to have opted in.

On receipt of a municipal resolution opting out, the AGCO will automatically cancel any outstanding applications for a storefront in the municipality. They will keep a public list of communities that have opted out of hosting cannabis retail stores and operators will not be able to propose a store location or locations in those communities.

RESTRICTIONS:

The Act prohibits municipalities from:

- passing business licensing by-laws respecting the sale of cannabis or the governance of retail stores including hours of operation
- passing a by-law under the *Planning Act* that has the effect of distinguishing where cannabis can or cannot be sold and any existing by-law passed by a municipality to regulate cannabis retail location is deemed to be of no effect.

REGULATIONS:

The regulations under the Cannabis License Act provide:

- Individuals under the age of 19 are not permitted in stores
- Licenses will be denied to;
 - Individuals with cannabis-related criminal offences.
 - Individuals with an association with organized crime
 - Illegal cannabis retailers operating after October 17, 2018
- Individuals or entities must be in good standing with tax compliance status
- All private recreational cannabis retail storefronts to be stand-alone stores only
- All employees and operators shall complete the approved training
- Stores are only permitted to sell cannabis, cannabis accessories and shopping bags
 - The Cannabis Act (Federal) defines *cannabis accessory* as:
 - a thing that is commonly used in the consumption of cannabis is deemed to be represented to be used in the consumption of cannabis if the thing is sold at the same point of sale as cannabis AND
 - a thing, including rolling papers or wraps, holders, pipes, water pipes, bongs and vaporizers, that is represented to be used in the consumption of cannabis
- Hours of operation 9:00 a.m. and 11:00 p.m. on any day.
- Licenses will be limited to 75 stores per operator

- A license will not be issued if the proposed store is not in the public interest, having regard to the needs and wishes of the residents of the municipality in which the proposed cannabis retail store would be located, however “public interest” is not defined.
- It is unclear if a cannabis retail store would need to be located within a municipal commercial zone where retail is a permitted use or in any zone where retail is permitted. (Source: October 3, 2018 **Briefing: Municipal Governments in the Ontario Recreational Cannabis Framework AMO**)
- Stores must be a minimum distance of 150 metres between cannabis retail stores and schools, including private and federally-funded First Nation schools off-reserve. No buffers from any other use have been specified by the regulation.

Schedule A shows the 150 metre zone in blue, from the schools in Mount Forest. A retail cannabis store could operate in the red and orange areas outside the blue zone and in the brown zone with a rezoning.

Schedule B shows the 150 metre zone in blue, from the schools in Arthur. A retail cannabis store could operate in the red and orange areas outside the blue zone

Schedule C shows the 150 metre zone in blue from the school in Kenilworth. A retail cannabis store could operate in the yellow zone outside the blue zone.

PUBLIC NOTICE PROCESS FOR LICENSING A RETAIL STORE

The AGCO may issue a Cannabis Retail Store Authorization to an applicant unless the Registrar finds it is not in the public interest, as defined by Ontario Regulation 468/18 made under the *Cannabis Licence Act, 2018*.

Once a complete Retail Store Authorization application is received by AGCO:

1. The applicant will be notified, via AGCO, that they have 24 hours to post a placard at the location of the proposed retail store location. The placard must be posted for 15 calendar days and it will indicate that an application has been submitted for a cannabis retail store at that location.
2. All cannabis Retail Store Authorization applications that are placarded under the public notice process will be searchable on the AGCO’s website through the AGCO portal. AGCO confirmed they will not be providing direct notification to municipalities about an application in their community, rather the onus will be on municipal staff to search the portal for applications.

Written submissions regarding how a Retail Store Authorization is not in the public interest, as per the criteria set out in regulation, can only be made to the Registrar by:

- A resident of the municipality in which the proposed store is located;
- The municipality representing the area in which the proposed store is located. If the municipality is a lower-tier municipality, then the upper-tier municipality of which it forms a part may also make a submission.
- If council chooses to opt in, they may further consider a policy statement identifying specific and significant locally sensitive considerations to best

represent the expectations of the community in allowing cannabis retail. E.g. is cannabis retail in the area of our libraries in the best public interest? AMO has recommended that municipalities that opt in should adopt a Municipal Cannabis Retail Policy Statement. This policy could be relied on by staff. A 15-day commentary period may not allow enough time for Council to weigh-in on every application.

Submissions must be received by the AGCO on or before the date set out in the Public Notice. Written submissions may be submitted online via the iAGCO portal, available at www.agco.ca. The AGCO may provide copies of any submissions to the applicant. Anonymous submissions will not be considered. (Source: AGCO <https://www.agco.ca/cannabis/cannabis-retail-store-ownersoperators>)

ENFORCEMENT:

Unauthorized sales of cannabis are subject to significant POA fines (up to \$250,000 for individuals and \$1,000,000 for corporations, with additional fines per day that the offence continues) and police can issue closure orders to prevent unauthorized retail sites from reopening. Landlords can also be charged for permitting their property to be used in contravention of the Act (up to \$250,000 for individuals and \$1,000,000 for corporations).

AGCO will inspect, investigate and enforce rules for registered operators and stores, including financial practices and illegal activities, if any. The police will enforce road safety and illegal storefronts. The legislation provides that the Registrar may appoint an employee of the AGCO as an inspector or investigator or “or other persons” for the purpose of carrying out inspections/investigations to ensure compliance with this Act and the regulations. It is unknown if “other persons” would include municipal by-law enforcement employees.

MUNICIPAL CONSULTATION

Council may choose to conduct an on-line survey and/or hold an open house to receive public comments and feedback.

	SURVEY	OPEN HOUSE
Guelph	X	NO
Centre Wellington	X	NO
Mapleton	NO	X
Minto	X	X
Puslinch	NO	undecided

Michelle Innocente, Senior Planner and Curtis Marshall, Senior Planner, County of Wellington have provided a memo dated November 26, 2018 outlining the legislation, attached hereto as Schedule D.

FINANCIAL CONSIDERATIONS

In early January 2019 the Province is providing a first payment of \$15 million to all municipalities on a per household basis, adjusted so at least \$5,000.00 is provided to each municipality. A second payment of \$15 million will be distributed after January 22, 2019 with \$5,000.00 going to municipalities who have opted out. Those who have opted in will receive funding on a per household basis, adjusted so at that at least \$5,000.00 is provided to each municipality.

The Province has provided an additional \$10 million to address costs from unforeseen circumstances and priority will be given to those municipalities who have not opted-out.

If Ontario's portion of the federal excise duty on recreational cannabis exceeds \$100 million over the first two years of legalization, the Province will provide 50% of the surplus to municipalities **that have not opted out as of January 22, 2019**. The 50% funding will be split between the upper and lower tiers.

The funding must be used directly on implementation costs directly related to the legalization of recreational cannabis. (Source: Ministry of Finance correspondence to AMO November 20, 2018 attached as Schedule E)

The current tax on cannabis sales is \$1 a gram or 10 per cent of the product's price, whichever is greater. Cannabis sales are also subject to Good and Services Tax/Harmonized Sales Tax (GST/HST). Official government projections expect the market to turn over \$4 billion annually, generating in taxes of around \$804 million to be split 25/75 between the federal government and the provinces. (Source: <https://www.msn.com/en-ca/money/topstories/legal-marijuana-the-tax-money-canada-and-other-governments-could-make/ss-AAyV8a5#image=11>)

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

Community Growth Plan

Human Resource Plan

Brand and Identity

Strategic Partnerships

Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

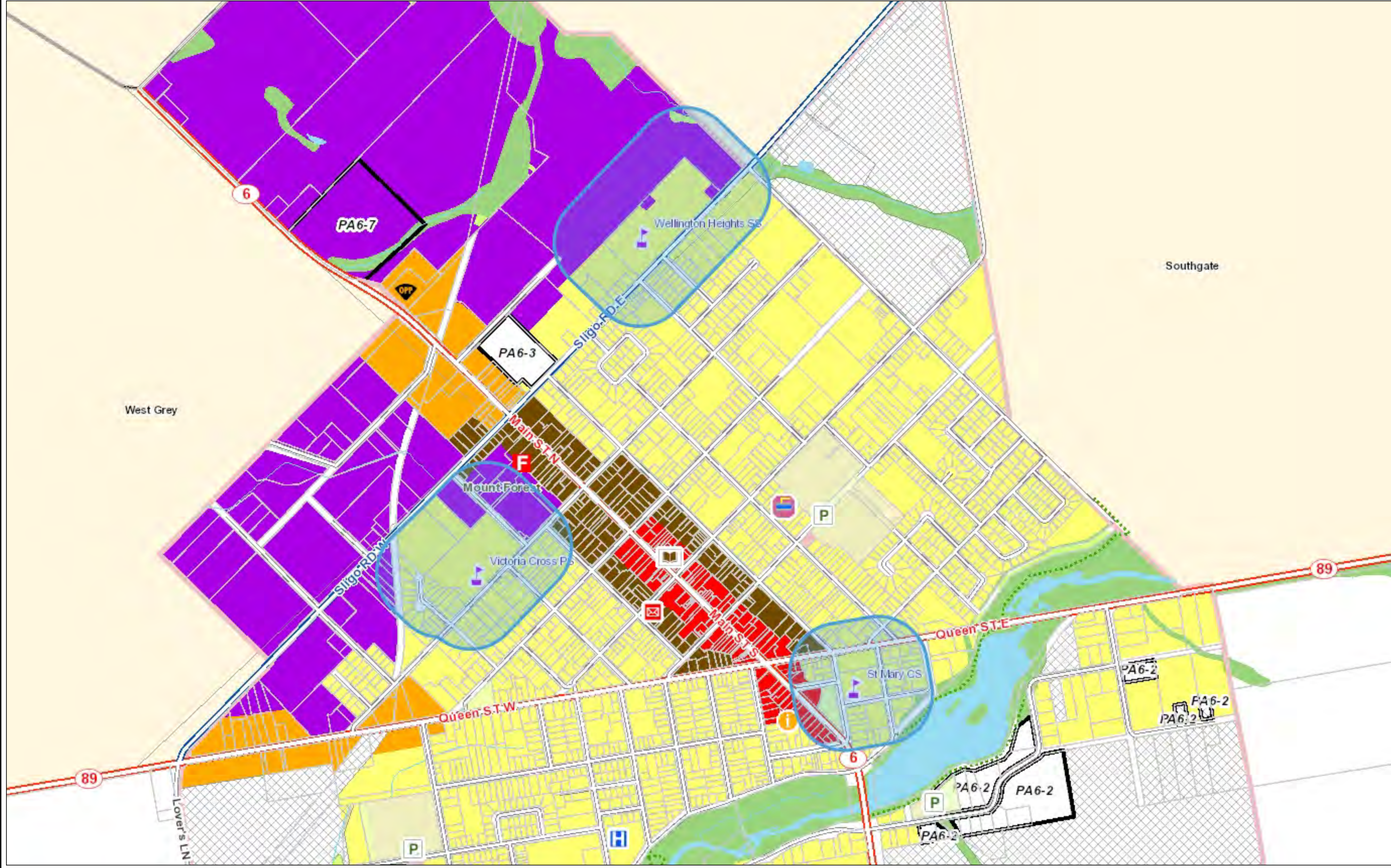
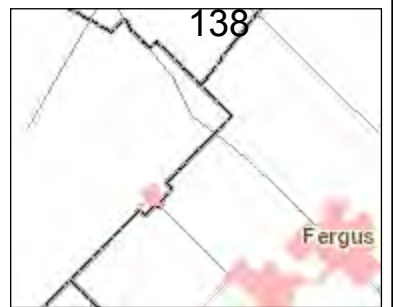
By providing the opportunity for the public to provide input improves strategic partnerships with ratepayers.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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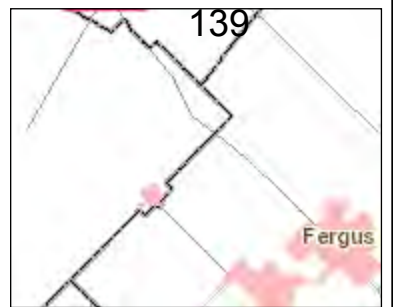
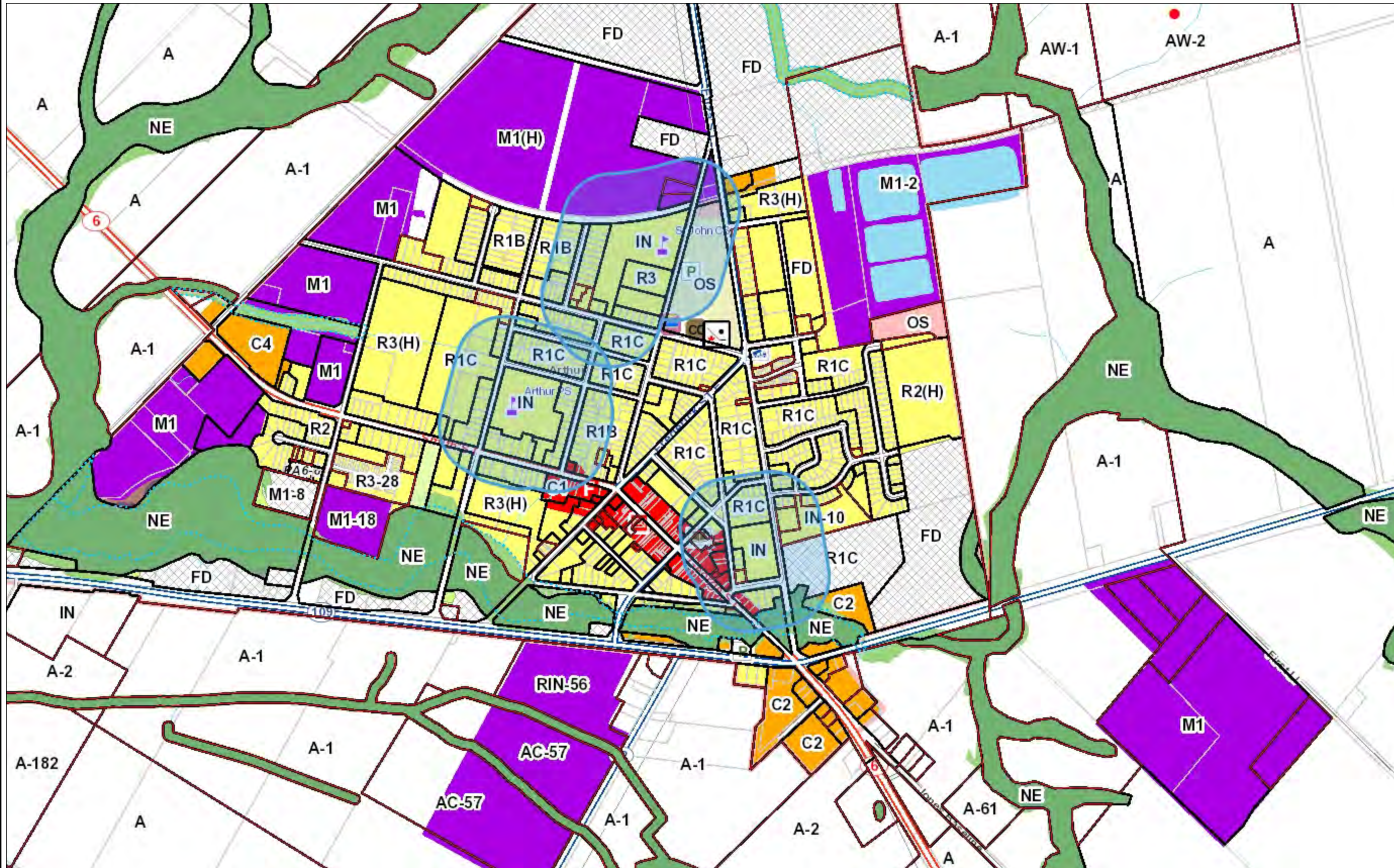
Legend

- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads**
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks
- Urban Centres and Hamlets
- Municipalities
- Ontario - Urban Centres
- Ontario - Roads**
 - Ontario Highway
 - Major Road
 - Local Road
- Ontario - Waterbodies
- Ontario - Municipalities
- RoadsLookup**
 - Mineral Aggregate Area
 - Appendix 2 Licensed Aggregate
 - Sand and Gravel Resources of Secondary Significance
 - Selected Bedrock Resource Area

1: 16,000



Notes

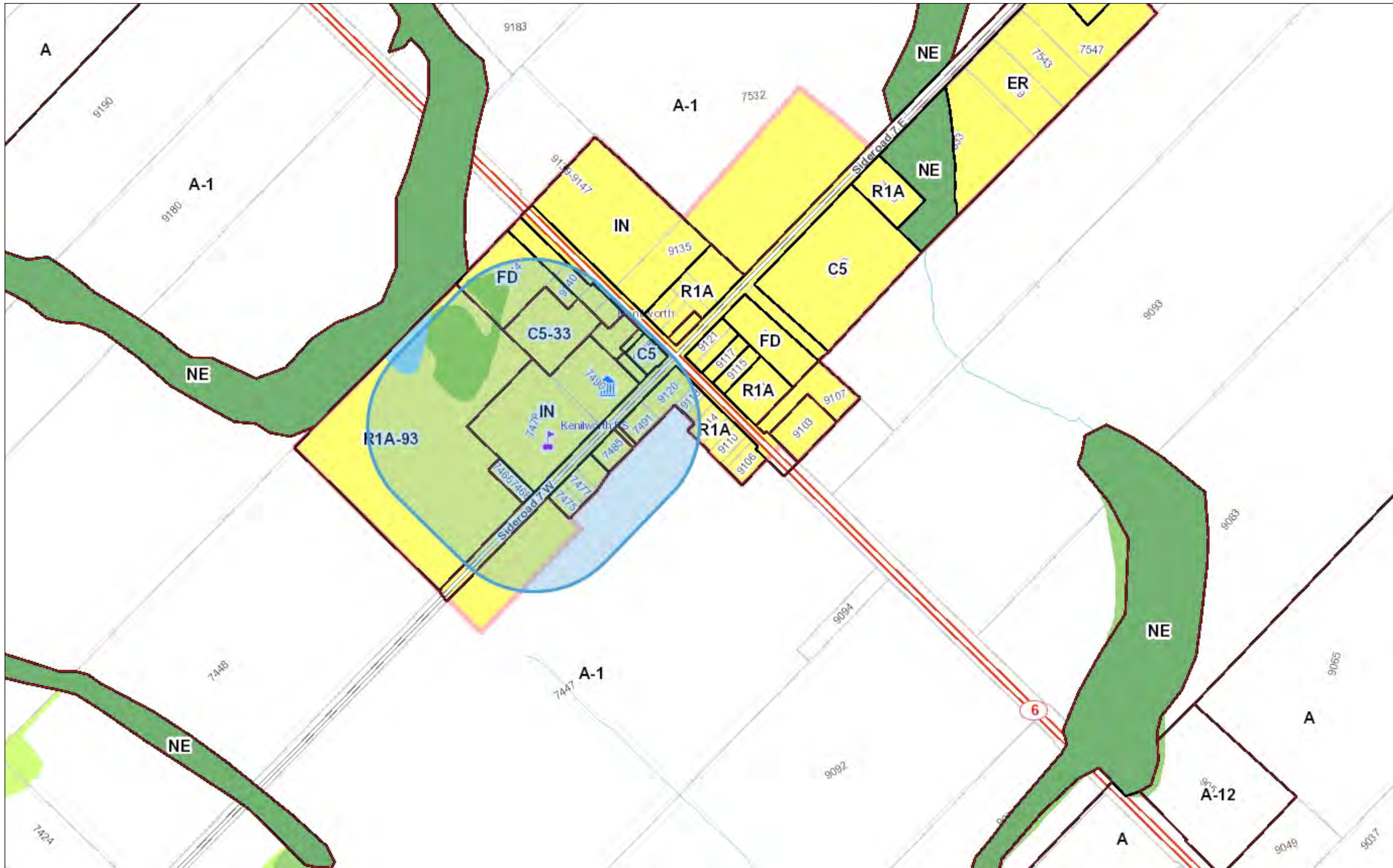
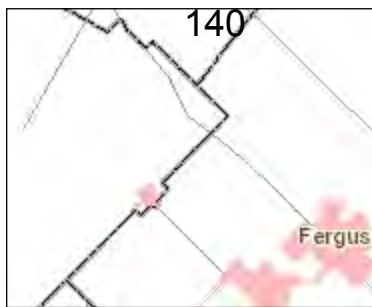


Legend

- Wellington North Wind Turbine
- Wellington North Flood Plain
- Wellington North Zoning Speci
- Wellington North Zoning Speci
- Wellington North Zoning
- Zone
- Natural Environment/Floodway
- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
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- Watercourses
- Parks
- Urban Centres and Hamlets
- Municipalities
- Ontario - Urban Centres
- Ontario - Roads
 - Ontario Highway
 - Major Road
 - Local Road
- Ontario - Waterbodies

1: 16,000





Legend

- Wellington North Wind Turbine
- Wellington North Flood Plain
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- Wellington North Zoning
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 - Natural Environment/Floodway
- 🏛️ Municipal Offices
- 🚒 OPP Stations
- 🏥 Hospitals
- 🚒 Fire Stations
- 📄 Information Centres
- 🎓 Schools
- 📮 Post Offices
- 🏟️ Arenas
- 🏠 Community Centres
- 🏒 Curling Rinks
- 📖 Libraries
- 🏛️ Museums
- 🅑 Park Parking Lots
- 🚗 County Garages
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- Roads
 - Local Road
 - County Road
 - Highway
- ++ Railways
- ⋯ Trails
- Waterbodies
- Watercourses
- Parks
- Urban Centres and Hamlets
- Municipalities
- Ontario - Urban Centres
- Ontario - Roads
 - Ontario Highway
 - Major Road
 - Local Road
- Ontario - Waterbodies

1: 8,000



WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS IS NOT SURVEY DATA. Parcels - Teranet 2002, Wellington County 2016

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

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Notes

Memorandum

Date: November 26, 2018
To: Aldo Salis, Director of Planning
From: Michelle Innocente, Senior Planner
Curtis Marshall, Senior Planner
RE: Recreational Cannabis Sales



SUMMARY

The purpose of this memorandum is to provide information to member municipalities regarding retail sales of recreational cannabis. The *Cannabis License Act* is now in effect and accompanying Ontario Regulation (O. Reg) 468/18 was filed on November 14, 2018. The Government has given municipalities the opportunity to pass a council resolution no later than **January 22, 2019** to **opt-out** of retail cannabis stores. If the municipal council does not opt-out in the manner required under O. Reg 468/18, the municipality will be opted-in by default.

Background

Recreational Cannabis became legal in Canada on October 17, 2018. At this time, recreational cannabis can only be obtained legally from on-line purchases through the Ontario Cannabis Store (OCS). The OCS “operates the sole legal online store for recreational cannabis in Ontario, and will become the provincial wholesaler of cannabis for private retail stores”¹.

Retail Recreational Cannabis sales will begin on April 1, 2019 and will be licensed by the Alcohol and Gaming Commission of Ontario (AGCO). The Provincial Government also established Ontario Regulation 468/18: the provisions regarding how private retail cannabis stores are to be licensed and regulated by the AGCO.

Opt-in/Opt-out of Retail Cannabis Sales

As announced by the Provincial Government, municipalities have the opportunity to pass a council resolution no later than **January 22, 2019** to opt-out of recreational cannabis retail stores, if they so chose. Municipalities that do not opt-out pursuant to O. Reg. 468/18, s. 22, will be deemed to have opted-in to cannabis retail sales by default.

It is important to recognize that the Government has different funding plans for those municipalities that opt-out of retail sales compared to those that opt-in as of January 22, 2019.

Ontario Cannabis Legalization Implementation Fund (OCLIF)

The Association of Municipalities Ontario (AMO) has advised that, “While opting out can be reversed after January 22, the municipal government will not gain any additional funding from the Ontario Cannabis Legalization Implementation Fund (OCLIF) than it had as of January 22 when it opted out – beyond the minimum second payment of \$5000”²

According to the Ministry of Finance, the Ontario Cannabis Legalization Implementation Fund (OCLIF) will be distributed as follows:

1 Ontario Cannabis Store, 2018: <https://ocs.ca/pages/about-us>

2 AMO, Municipal Cannabis Update, November 21, 2018

- In early January, the first payment of \$15 million will be made to all municipalities on a per household basis, adjusted so that at least \$5,000 is provided to each municipality. This will enable all municipalities to proceed with their planned legalization activities.
- A second payment of \$15 million will then be distributed following the deadline for municipalities to opt-out under the Cannabis License Act, which is January 22, 2019.
 - Municipalities that have not opted-out as of January 22, 2019 will receive funding on a per household basis, adjusted so that at least \$5,000 is provided to each municipality. This funding will support initial costs related to hosing retail storefronts.
 - Municipalities that have opted-out will receive only a second \$5,000 each.
- The Province is setting aside \$10 million of the municipal funding to address costs from unforeseen circumstances related to the legalization of recreational cannabis, and priority will be given to municipalities that have not opted-out. Further details will be provided at a later date.
- Finally, if Ontario 's portion of the federal excise duty on recreational cannabis over the first two years of legalization exceeds \$100 million, the Province will provide 50 per cent of the surplus only to municipalities that have not opted-out as of January 22, 2019.³

The Ministry of Finance further states that, "Lower-tier and upper-tier municipalities will receive a 50/50 split of the allocation. The household numbers will be split between the upper- and lower-tier, and the allocation calculated accordingly. Decisions to adjust the splitting allocation and transfer funding can be made at the local level as needed. Upper-tier municipalities will receive funding in relation to opt-out decisions made by the lower-tier municipality"⁴. AMO has advised that, "for those that are thinking about a wait and see approach after January 22nd (e.g. opt-out now with thought to opt-in after January 22nd), there are serious funding consequences that council needs to consider"⁵.

Ontario Regulation 468/18

On November 14, 2018, O. Reg 468/18 was released to accompany the *Cannabis License Act*. "The regulations establish a minimum distance of 150 metres (approximately 500 feet) between cannabis retail stores and schools, including private and federally-funded First Nation schools off-reserve. The distance buffer will help protect students and keep communities safe, while other regulations will combat the influence and participation of organized crime in the legal licensed frameworks"⁶. According to Attorney General Caroline Mulroney, "The application process for private cannabis retail store licenses will begin on December 17, 2018."⁷

According to the *Cannabis License Act*, a municipality cannot specifically prohibit/regulate retail cannabis store locations within a zoning by-law. Therefore, where a retail use is permitted within the zoning by-law, a cannabis retail store would be allowed. Municipal provisions that may apply to retail stores would apply to cannabis retail stores.

3 Ministry of Finance, November 20, 2018: Letter from Minister of Finance to President of AMO

4 Ministry of Finance, November 20, 2018: Letter from Minister of Finance to President of AMO

5 AMO, November 21: Cannabis Implementation Information to Help Prepare Council Reports

6 Ministry of the Attorney General, November 14, 2018: Ontario Establishes Strict Regulations for Licensing and Operation of Private Cannabis Stores

7 Ministry of the Attorney General, November 14, 2018: Ontario Establishes Strict Regulations for Licensing and Operation of Private Cannabis Stores

In municipalities that have not opted-out of retail cannabis stores, if a store location authorization request is received, the AGCO would initiate a public notice process in which the affected municipality and the public would have an opportunity to identify any comments within a 15-day period. AMO has prepared a draft Municipal Cannabis Retail Policy Statement template that may help municipalities municipal government officials begin to think about the issues and criteria they may wish to note when considering a proposed cannabis retail store.⁸

The additional information provided in the material recently sent to us from both the Province and AMO (as referenced in this memorandum) would be very helpful for our member municipalities as they consider their decision regarding opting in or out of hosting retail cannabis stores and for those opting-in the drafting of a Municipal Cannabis Retail Policy Statement as recommended by AMO.

While this memorandum is a review of recently issued by the Province and AMO, our member municipalities may wish to have input from their finance staff and legal counsel prior to making a decision on the retail sales question.

Important Dates

December 17, 2018 - application submissions for private cannabis store licenses will begin.

January 22, 2019 - deadline for municipal decision regarding opt-in or opt-out.

April 1, 2019 - licensed and approved retail stores may begin selling cannabis.

Further Review

Planning staff are currently working on a review of cannabis production (i.e. cultivation and processing) approaches. Some of the municipalities in the County have already developed planning approaches to these emerging land uses. We hope to have information on the production side of recreational cannabis in the new year.

COUNTY OF WELLINGTON PLANNING DEPARTMENT

Prepared and submitted by,



Michelle Innocente, RPP
Senior Planner



Curtis Marshall, MCIP, RPP
Senior Planner

Ministry of Finance
Office of the Minister

Ministère des Finances
Bureau du ministre



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Téléphone: 416-314-6331

November 20, 2018

Mr. Jamie McGarvey
President
Association of Municipalities of Ontario
200 University Ave, Suite 801
Toronto, Ontario
M5H 3C6

Dear Mr. McGarvey:

Recently, Ontario's Government for the People moved to a new cannabis retail model to meet our key priorities of combatting the illegal market and keeping our children and communities safe.

Today, the Province is beginning the fulfillment of its commitment to provide \$40 million in funding over two years to municipalities to help with the implementation costs of recreational cannabis legalization.

The Ontario Cannabis Legalization Implementation Fund (OCLIF) will be distributed as follows:

- In early January, the first payment of \$15 million will be made to all municipalities on a per household basis, adjusted so that at least \$5,000 is provided to each municipality. This will enable all municipalities to proceed with their planned legalization activities.
- A second payment of \$15 million will then be distributed following the deadline for municipalities to opt-out under the *Cannabis Licence Act*, which is January 22, 2019.
 - Municipalities that have not opted-out as of January 22, 2019 will receive funding on a per household basis, adjusted so that at least \$5,000 is provided to each municipality. This funding will support initial costs related to hosting retail storefronts.
 - Municipalities that have opted-out will receive only a second \$5,000 each.

.../cont'd

- 2 -

- The Province is setting aside \$10 million of the municipal funding to address costs from unforeseen circumstances related to the legalization of recreational cannabis, and priority will be given to municipalities that have not opted-out. Further details will be provided at a later date.
- Finally, if Ontario's portion of the federal excise duty on recreational cannabis over the first two years of legalization exceeds \$100 million, the Province will provide 50 per cent of the surplus only to municipalities that have not opted-out as of January 22, 2019.

Lower-tier and upper-tier municipalities will receive a 50/50 split of the allocation. The household numbers will be split between the upper- and lower-tier, and the allocation calculated accordingly. Decisions to adjust the split in allocation and transfer funding can be made at the local level as needed. Upper-tier municipalities will receive funding in relation to opt-out decisions made by the lower-tier municipality.

This is information also being communicated to Heads of Councils. The Deputy Minister of Finance will communicate to each municipality's Treasurer further details on administration of this funding and attach each municipality's specific allocation notice.

Our government is committed to respecting taxpayers and their hard-earned money. We believe municipalities have an obligation to do likewise.

As such, municipalities must use this funding to address the implementation costs that directly relate to the legalization of recreational cannabis. Examples of permitted costs include:

- increased enforcement (e.g., police, public health and by-law enforcement, court administration, litigation);
- increased response to public inquiries (e.g., 311 calls, correspondence);
- increased paramedic services; increased fire services; and
- by-law / policy development (e.g., police, public health, workplace safety policy).

To assess the impact of the funding, it's my request that the Association of Municipalities of Ontario and the City of Toronto work with the Ministry of Finance to establish a process by which a sample group of municipalities can assess the use and impact of these funds. The Ministry of Finance will contact your staff to discuss this process further.

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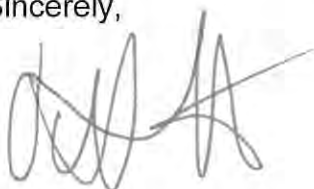
- 3 -

Our government is committed to building a retail system for cannabis sales that will help eliminate the illegal market and is safe and reliable with rules that keep cannabis out of the hands of children and youth, while keeping our roads safe. Complementary to this municipal funding, the Province continues to do the following:

- Increase the capacity of law enforcement to help detect drug impaired driving through training. The Province has also created a specialized legal team to support drug impaired driving prosecutions, increased capacity at the Province's Centre of Forensic Sciences, and has created a Cannabis Intelligence Coordination Centre.
- Support local boards of health (public health units) by providing a suite of tools and resources for enforcement of the *Smoke-Free Ontario Act, 2017*, which includes rules for smoking and vaping of cannabis.
- Conduct an integrated public awareness campaign to communicate the rules and regulations for recreational cannabis and educate Ontarians about the health and safety measures in place to protect them.

We appreciate the efforts of municipalities in the implementation of the federal government's legalization of cannabis and look forward to continuing to work together.

Sincerely,



Vic Fedeli
Minister of Finance

- c. The Honourable Caroline Mulroney, Attorney General
The Honourable Steve Clark, Minister of Municipal Affairs and Housing
Pat Vanini, Executive Director, AMO
Dan Miles, Chief of Staff
Paul Boniferro, Deputy Attorney General
Greg Orencsak, Deputy Minister of Finance
Laurie LeBlanc, Deputy Minister of Municipal Affairs and Housing
Renu Kulendran, Ontario Legalization of Cannabis Secretariat, Ministry of Attorney General
Nicole Stewart, Executive Lead, Cannabis Retail Implementation Project, Ministry of Finance
Kate Manson-Smith, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing



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www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-051 BEING A REPORT ON THE
LEGALIZATION OF RECREATIONAL USE AND CULTIVATION
OF CANNABIS**

RECOMMENDATION

THAT the Council of The Corporation of the Township of Wellington North receive for information Report CLK 2018-051 being a report on the legalization of recreational use and cultivation of cannabis.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CLK 2018-050 being a report on the licensing and retail sale of cannabis

BACKGROUND

The Cannabis Act is federal law that came into effect on October 17, 2018, legalizing the recreational use and cultivation of cannabis in Canada. The governing legislation in Ontario is the Cannabis Control Act (the Act) and the Cannabis License Act. This report speaks to the legalization of recreational use and cultivation of cannabis.

Under federal legislation, individuals 19 years of age or older are legally permitted to:

- possess up to 30 grams of legal cannabis, dried or equivalent in non-dried form in public;
- share up to 30 grams of legal cannabis with other adults;
- buy dried or fresh cannabis and cannabis oil from a provincially-licensed retailer; or in provinces and territories without a regulated retail framework, individuals would be able to purchase cannabis online from federally-licensed producers;
- grow, from licensed seed or seedlings, up to 4 cannabis plants per residence for personal use;
- make cannabis products, such as food and drinks, at home as long as organic solvents are not used to create concentrated products;

The federal legislation no longer prohibits the smoking of recreational cannabis in outdoor public places. Smoking cannabis in public in Ontario now mirrors the rules that smoking and vaping do under the Smoke Free Ontario Act, 2017 (SFOA).

Municipalities have two options with respect to recreational cannabis and vaping: follow the current legislative restrictions and enforcement models for smoking and vaping cannabis in accordance with the SFOA or adopt a municipal by-law to implement additional local restrictions on the smoking of tobacco and cannabis, and vaping in public places only.

Where you can smoke cannabis:

- Private residents – excluding those residences that are also workplaces
- Outdoor public places – sidewalks and roads
- Designated guest room in hotels and accommodation facilities apart from children’s playgrounds
- Residential vehicles and boats that meet the criteria
- Scientific research and testing facilities
- Controlled areas in:
 - Long term care homes
 - Certain retirement homes
 - Residential hospices
 - Provincially funded supportive housing
 - Designated psychiatric facilities and veterans’ facilities

Where you can’t smoke cannabis

- While operating a motorized vehicle (this includes edibles)
- An enclosed public place
- An enclosed workplace
- A school as defined
- Any indoor common area in a condominium, apartment building or university or college residence, including, without being limited to, elevators, hallways, parking garages, party or entertainment rooms, laundry facilities, lobbies and exercise areas;
- A child care centre as defined
- A place where home child care or early year’s program is provided whether or not children are present
- The reserved seating area of a sports arena or entertainment venue
- Outdoor grounds of a community recreational facility and any public areas within 20 metres of its grounds
- Children’s playgrounds or public areas within 20 metres of children’s playgrounds whether or not children are present

Enforcement**Public Health authorities**-smoking in an area prohibited by the SFOA**Police**-smoking/consuming in a motorized vehicle, underage, transporting amounts of cannabis over the limit**Landlord Tenant Board**-2nd hand smoke in a rental until**Condo Board**-2nd hand smoke in a condominium**Municipal By-law**-smoking in restricted public areas imposed by municipal by-law**FINANCIAL CONSIDERATIONS**

There are no financial implications unless the municipality imposed a by-law to restrict smoking cannabis in public places not set out in the SFOA.

Should the municipality pass a by-law financial considerations would include the cost of enforcement including staff, signage, notices to the public, court costs and/or collection costs.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

Community Growth Plan

Human Resource Plan

Brand and Identity

Strategic Partnerships

Community Service Review

Corporate Communication Plan

Positive Healthy Work Environment

PREPARED BY:**RECOMMENDED BY:***Karren Wallace**Michael Givens*

**KARREN WALLACE
DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER**



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**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-052 BEING A REPORT ON CONSENT
APPLICATIONS B117-18 (DEER-RUN FARMS INC) KNOWN AS
PARK LOT 4, CONCESSION 9 FORMERLY WEST LUTHER NOW
TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-052 being a report on Consent Application B117-18 being Part Lot 4, Concession 9 formerly West Luther, now the Township of Wellington North;

AND FURTHER THAT Council recommends that the applicant consider revising the boundary of the proposed severed lot to fully include the wooded/swamp area west of the proposed severed lot to avoid fragmentation of the natural feature;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B117/18 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- **THAT** a Parkland dedication fee be paid (\$1,000 in 2018)
- **THAT** the Owner receive approval from the applicable road authority in a manner deemed acceptable to that road authority for an entrance to the severed and retained parcel;

- **THAT** the owner enter into a drainage apportionment agreement for outlet of Drain 36 & 19

AND FURTHER THAT Council authorizes the Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The subject property is known as Part Lot 4, Concession 9, (formerly West Luther) now the Township of Wellington North.

The proposed severance is for a surplus farm dwelling rural residential lot (0.78 ha, 30 m frontage) together with an easement (400 sq m) for existing and underground hydro.

The retained parcel is 79.1 ha, 440 m frontage agricultural use with two existing hay barns. Sketch attached as Schedule "A".

Municipal comments were requested from the Chief Administrative Officer, Chief Building Official, Treasurer, and the County of Wellington Planner.

Wellington County planning comments are attached hereto as Schedule "B" Planning Staff recommend the boundary of the proposed severed lot be revised to fully include the wooded/swamp area west of the proposed severed lot. This revised boundary would avoid fragmentation of the natural feature. The comments of the GRCA should also be considered, however they have not been received to date.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in parkland dedication fees and clearance fees.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No X N/A

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace, Clerk

Michael Givens, CAO

KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
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SEVERANCE SKETCH
 PART OF LOT 4, CONCESSION 9
 GEOGRAPHIC TOWNSHIP OF WEST LUTHER
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON

SCALE 1 : 5000



VAN HARTEN SURVEYING INC.

KEYMAP



⑧ PIN 71108-0106

ZONING: AGRICULTURAL (A-115)

⑨ PIN 71108-0014

PART 3, 6CR-2996

LOT 4

CONCESSION

OP: CORE GREENLANDS

ZONING: NATURAL ENVIRONMENT

⑦ PIN 71108-0023

PART 1, 6CR-3450

⑪ PIN 71108-0111

AGRICULTURAL

9

PRIME

ROAD ALLOWANCE BETWEEN LOTS 3 & 4

1359±

SIDEROAD 3 PIN 71180-0010

20.12m WIDE

1359±

ROAD ALLOWANCE BETWEEN CONCESSIONS 8 & 9

212±

PIN 71180-0002

20.12m WIDE

114±

5±

102±

102±

62±

#8174

132±

78±

#8186

DRIVE SHED

49±

41±

61±

COVERALL

31±

31±

132±

78±

#8186

② PIN 71108-0028

PART 1, 6CR-2318

⑫ PIN 71108-0029

PART 1, 61R-7336

BARN

#8190

1276±

LOT 5

AGRICULTURAL

AGRICULTURAL

5

LOT 5

AGRICULTURAL

AGRICULTURAL

PROPOSED UNDERGROUND HYDRO EASEMENT AREA=400±m²

③ PIN 71108-0027

LIMIT TO BE FIELD SIDE OF TREE ROWS

WELL

55±

96±

92±

139±

97±

305±

SEPTIC

90±

#8150

30±

102±

102±

62±

#8174

132±

78±

#8186

LANDS TO BE SEVERED AREA=0.78±ha

⑤ PIN 71107-0010

CONCESSION

④ PIN 71107-0012

PIN 71180-0002

20.12m WIDE

LOT 4

CONCESSION

⑬ PIN 71107-0148

"GRAND VALLEY CONSERVATION AUTHORITY"



Elimira Guelph Orangeville
 Ph: 519-669-5070 Ph: 519-821-2763 Ph: 519-940-4110

www.vanharten.com info@vanharten.com

DRAWN BY: ARN CHECKED BY: JEB PROJECT No. 22990-15

Oct 30, 2018-2:12pm

G:\WEST LUTHER\Con 9\ACAD\SEV LT 4 (CULP) UTM.dwg

NOTES:

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. SUBJECT LANDS ARE ZONED AGRICULTURAL & NATURAL ENVIRONMENT.
3. SUBJECT LANDS HAVE AN OFFICIAL PLAN DESIGNATION OF PRIME AGRICULTURAL AND CORE GREENLANDS.
4. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
5. SEE ATTACHED LIST OF NAMES AND ADDRESSES OF OWNERS.
6. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.

THIS SKETCH WAS PREPARED ON THE 31st DAY OF OCTOBER 2018

Jeffrey E. Buisman
 JEFFREY E. BUISMAN
 ONTARIO LAND SURVEYOR

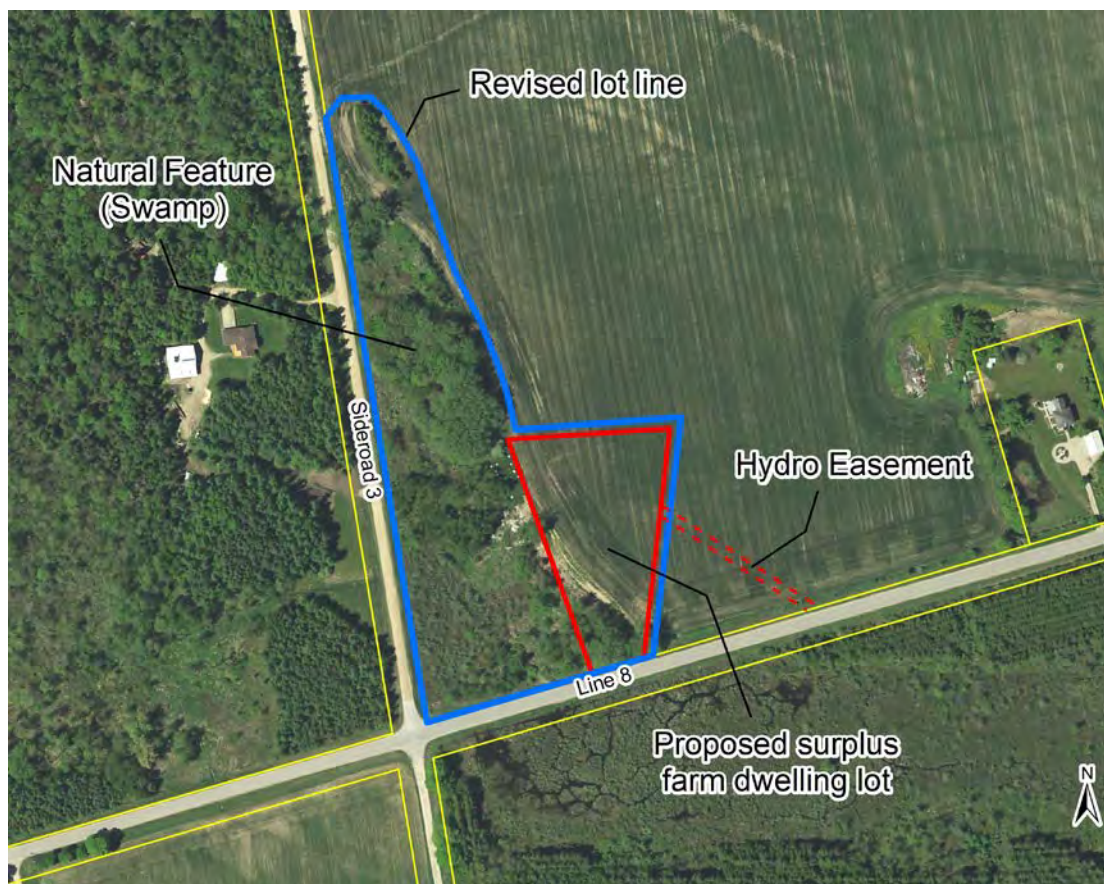


SCHEDULE B

Application	B117/18
Location	Part Lot 4, Concession 9 TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Deer-Run Farms

PRELIMINARY PLANNING OPINION: This application would sever a 0.78 ha (1.92 ac) parcel in the Prime Agricultural area with an existing dwelling. A 79.1 ha (195.46 ac) agricultural parcel containing agricultural buildings (drive shed & coverall building) is being retained. This application is being submitted under the surplus farm dwelling policies. An easement for an existing underground hydro service is also being proposed.

Planning Staff are recommending that the boundary of the proposed severed lot be revised to fully include the wooded/swamp area west of the proposed severed lot as shown below. This revised boundary would avoid fragmentation of the natural feature. The comments of the GRCA should also be considered, however they have not been received to date.



Subject to the Committee being satisfied with the proposed severed lot boundary, Planning Staff recommend the following conditions of approval:

- That the retained parcel be rezoned to prohibit residential development to the



SCHEDULE B

satisfaction of the local municipality and the County of Wellington Planning and Development Department;

- b) That any concerns of the Conservation Authority can be addressed; and,
- c) That servicing be provided to the severed parcel to the satisfaction of the local municipality.

PLACES TO GROW: The subject lands are identified as a “Prime Agricultural Area” within the Agricultural Land Base mapping. A portion of the severed parcel is located within the Natural Heritage System of the Growth Plan.

PROVINCIAL POLICY STATEMENT (PPS): The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.2 (c). According to this policy, lot creation in prime agricultural areas may be permitted for a residence surplus to a farming operation as a result of farm consolidation provided that there is a restriction against new residential dwellings on any vacant farm parcel created. Farm consolidation is defined as the acquisition of additional farm parcels to be operated as one farm operation.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL, and CORE GREENLANDS. Natural features include: wetlands, provincially significant wetlands, and floodplain. Section 10.3.4 allows consideration for severance of an existing residence that is surplus to a farming operation as a result of farm consolidation provided that:

- a) The remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) The result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) The amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) The surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) The Minimum Distance Separation formula will be met, and
- f) The vacant parcel of farmland is rezoned to prohibit a residential use.

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), c), and d). Items e) and f) can be addressed as a conditions of approval. In terms of the overall farm operation, we have been provided with a Farm Information Form including a list of other farm holdings of applicant which demonstrates that this application would constitute a farm consolidation.

The matters under Section 10.1.3 were also considered including item b) “that all lots can be adequately serviced with water, sewage disposal...” and h) “that natural heritage features are not affected negatively”.



SCHEDULE B

In regards to item b), the Township should be satisfied that the existing septic and well are located on the proposed severed property in accordance with requirements.

In regards to item h), the proposed lot line severs a wetland. Planning Staff are recommending that the lot line be revised to fully include the wetland feature within the severed lot.

WELL HEAD PROTECTION AREA: The subject property is not located within a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural (A) and Natural Environment (NE). The proposed severed lot has 30.0 m of frontage. The minimum lot frontage is 30.5 m (100.1 ft). If the lot boundary is revised as recommended, the minimum lot frontage will be achieved.

SITE VISIT INFORMATION: The subject property has not been visited to date.

Curtis Marshall, MCIP, RPP

Senior Planner

November 23, 2018



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156

Plan to
Simply Explore.
www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF DECEMBER 3, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-053 BEING A REPORT ON COMMITTEE
APPOINTMENTS**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-053 being a report on Committee Appointments;

AND FURTHER THAT the Council of the Township of Wellington North direct staff to bring this report to the December 17, 2018 meeting of Council at which time appointments will be made.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Numerous past appointment by-laws

BACKGROUND

The municipality has Council appointees on various committees of which terms generally run for a term of Council. As a result of the 2018 municipal election, terms of most committees, boards and authorities must be filled for the 2018 to 2022 term.

Schedule A is a list of committees, boards and authorities that require appointments.

Schedule B is a list of other committees that do not require appointments at this time.

FINANCIAL CONSIDERATIONS

Outside of an elected officials salary and mileage to meetings, which are included in annual operating budgets, there is no financial impact as a result of these appointments.

STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes No N/A

<input type="checkbox"/> Community Growth Plan	<input type="checkbox"/> Community Service Review
<input type="checkbox"/> Human Resource Plan	<input type="checkbox"/> Corporate Communication Plan
<input type="checkbox"/> Brand and Identity	<input type="checkbox"/> Positive Healthy Work Environment
<input checked="" type="checkbox"/> Strategic Partnerships	

The appointment of a elected officials on various committees ensure continued partnerships and opportunities for collaboration.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace, Clerk

Michael Givens, CAO

KARREN WALLACE DIRECTOR LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
---	--

SCHEDULE A

COMMITTEE/BOARD/AUTHORITY	REQUIRED	CURRENT APPOINTEE	STANDING FOR APPOINTMENT
WN Recreation & Culture	4	Mayor Lennox, Councillors McCabe, Hern & Yake	
WN Cultural Roundtable	1	Councillor Yake	
MF & District Chamber Commerce	1	Councillor Hern	
Arthur & District Chamber Commerce	1	Councillor Hern	
Wellington North Safe Communities	1	Councillor Yake	
Green Legacy Committee	1	Councillor McCabe	
Wellington County Farm Safety Committee	1	Councillor McCabe	
MF Business Improvement Area	1	Councillor Burke	
Saugeen Valley Drinking Water Source Protection Committee	1 from Arran-Elderslie, Brockton, Hanover, Minto, Southgate & Wellington North	Les Nichols	John Fruin (Hanover)
Ausable Bayfield Maitland Valley Source Water Protection Committee	1 member between Howick, Minto, Wellington North, North Perth, Perth East and Mapleton	Mark McKenzie	Mark McKenzie (Minto)
Maitland Valley Conservation Authority	1 between Mapleton, Minto, Wellington North	David Turton	
Grand River Conservation Authority	1 between Mapleton & Wellington North	Pat Salter	Bruce Whale Pat Salter
Saugeen Valley Conservation Authority	1 between Minto & Wellington North	Councillor McCabe	
EarlyON Child and Family Services Committee	1	Councillor Hern	
Wellness & Team Building Committee	1	Councillor Burke	
Wellington North Health Professional Recruitment Committee	1	Councillor McCabe	
North Wellington Health Care Corporation Louise Marshall Hospital	1	Councillor Yake	
Upper Grand Trailway Wellington Sub Committee	2	Councillor Yake Councillor McCabe	
Arthur Trail Committee			
Mount Forest Homecoming Committee	1	Councillor Yake	

SCHEDULE B

COMMITTEE/BOARD/AUTHORITY	CURRENT APPOINTEES	TERM
Arthur Downtown Revitalization Committee	Mayor Lennox Councillor Hern Councillor McCabe	Appointed in 2018 2018-2022
MF Downtown Revitalization Committee	Mayor Lennox Councillor Burke Councillor Yake	Appointed in 2018 2018-2022
Lynes Blacksmith Shop Committee	Councillor Yake	Resignation or completion of project
Mount Forest Aquatic Ad Hoc Advisory Committee	Councillor Burke Councillor Yake	Resignation or completion of project
Arthur BMX/Skateboard Advisory Committee	Mayor Lennox Councillor Hern Councillor McCabe	Resignation or completion of project
Property Standards Committee	Councillor McCabe	Appointed November 2018 2018-2022
Wellington North Power	Mayor Lennox Councillor Yake	Appointed November 5, 2018 2018-2022

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

BY-LAW NUMBER 105-18

BEING A BY-LAW TO REPEAL BY-LAW 035-18

WHEREAS the Council of the Corporation of the Township of Wellington North considers it desirable and expedient to repeal By-law No. 035-18 being a By-law to appoint a Director of Operations

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH enacts as follows:

1. That By-law No. 035-18 be repealed.
2. This by-law shall come into force upon the date of its passing.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3rd DAY OF DECEMBER, 2018.***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 107-18

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
COMBINED LOAN AND GRANT AGREEMENT GREEN
MUNICIPAL FUND (GMF) PROJECT NUMBER 15982 WITH
THE FEDERATION OF CANADIAN MUNICIPALITIES AS
TRUSTEE OF THE GREEN MUNICIPAL FUND (ARTHUR
WASTEWATER TREATMENT PLANT UPGRADE)**

WHEREAS The Corporation of the Township of Wellington North and the Federation of Canadian Municipalities as Trustee of the Green Municipal Fund wish to enter into a combined loan and grant agreement.

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. The Chief Administrative Officer of the Township is hereby authorized and directed to sign a combined loan and grant agreement Green Municipal Fund (GMF) project number 15982 for upgrades to the Arthur Wastewater Treatment Plant, in substantially the form attached hereto as Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3rd DAY OF DECEMBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

GREEN MUNICIPAL FUND (GMF)

Project No.: 15982

Project Title: Arthur Wastewater Treatment Plant (WWTP) Upgrade

Combined Loan and Grant Agreement

Capital Projects – Municipalities

Between

Corporation of the Township of Wellington North

– and –

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

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

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GMF Project No.: 15982

LOAN AND GRANT AGREEMENT

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

BETWEEN:

Corporation of the Township of Wellington North

(herein called the “**Borrower**”)

-and-

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

(herein called “**FCM**”)

WHEREAS:

- A. the Government of Canada (herein called “**GoC**”) and FCM have established the Green Municipal Fund (herein called “**GMF**”) to assist municipalities in Canada with municipal environmental projects;
- B. the GoC has funded GMF, which is being administered by FCM as trustee thereof;
- C. the Borrower has submitted to FCM an application for a loan and a grant for the long-term financing of a municipal environmental project which has been approved by FCM;
- D. FCM, in its capacity as trustee of GMF, has agreed to provide the Borrower with a long-term loan and with a grant for the aforesaid municipal environmental project; and
- E. this Agreement contains the terms for the administration and remittance of the loan by FCM to the Borrower, the use of the loan and the grant by the Borrower and the repayment of the loan by the Borrower to FCM.

NOW THEREFORE, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS AND SCHEDULES**

Section 1.01 Definitions.

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

“**Act**” means the *Municipal Act, 2001* (Ontario), as amended from time to time;

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

“**Authorizing By-law(s)**” has the meaning provided in Section 5.01;

“**Borrowing By-law**” means the by-law of the Borrower substantially in the form attached hereto as Schedule K, incorporating such additional information as may be required by FCM to properly record the making of the Loan Disbursement on the terms and conditions of this Agreement;

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

“**Certificate of Financial and Debt Compliance**” means the certificate attached as Schedule J;

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

“**Debenture**” means the debenture in the Form of Borrowing By-law attached hereto as Schedule K and has the meaning provided in Section 2.05(b);

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

“**Environmental Results Report**” means the environmental results report attached as Schedule H;

“**Events of Default**” means the events specified or referred to in Section 7.01;

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

“**Final Grant Contribution**” has the meaning provided in Section 3.04;

“**Final Grant Contribution Date**” has the meaning provided in Section 3.04;

“**First Grant Contribution**” has the meaning provided in Section 3.04;

“**First Grant Contribution Date**” has the meaning provided in Section 3.04;

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

“**GMF Application Form**” means all the information, documents and reports provided by or on behalf of the Borrower to FCM from the beginning of the GMF funding application process until signature of this Agreement, including but not limited to the information provided through the GMF online application form, emails and supporting information provided in the form of schedules to the GMF online application form;

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

“**Grant Amount**” means the amount of the grant made by FCM to the Borrower, up to the maximum amount set forth in Section 3.02;

“**Grant Expiration Date**” has the meaning provided in Section 3.03;

“**Loan**” means the loan of funds by FCM to the Borrower as contemplated by this Agreement;

“**Loan Disbursement**” has the meaning provided in Section 2.05;

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

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

“**Principal Amount of the Loan**” means the principal amount of the loan made by FCM to the Borrower, up to the maximum amount set forth in Section 2.02;

“**Project**” means the municipal environmental project described in Part 1 of Schedule A;

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

“**Project Completion Report**” means the project completion report attached as Schedule G;

“**Project Progress Report**” means the project progress report attached as Schedule F;

“**Request for Loan Disbursement and/or Grant Contribution**” means the request for loan disbursement and/or grant contribution attached as Schedule B;

“**Signage**” means a plaque and/or other signage in compliance with the specifications outlined in Schedule I;

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

“**Substantially Performed**” means the Project is substantially complete, ready for use or is being used for the purposes intended; and

“**Term**” shall begin on the Loan Disbursement Date and end on such date which is **one hundred and twenty (120)** months after the Loan Disbursement Date.

Section 1.02 Schedules.

The following annexed Schedules form part of this Agreement:

Schedule A:

- Part 1: Description of the Project
- Part 2: Description of Budgeted Project Costs
- Part 3: Particulars of the Sources of Funding

Schedule B: Form of Request for Loan Disbursement and/or Grant Contribution

Schedule C: Form of Borrower’s Certificate of Incumbency and Authority

Schedule D: Form of Legal Opinion

- Schedule E: Audit Requirements
- Part 1: Scope of Financial Audit
Part 2: Form of Audit Report
Part 3: Form of Statement of Expenses
- Schedule F: Form of Project Progress Report
- Schedule G: Form of Project Completion Report
- Schedule H: Form of Environmental Results Report
- Schedule I: Project Signage Specifications
- Schedule J: Form of Certificate of Financial and Debt Compliance
- Schedule K: Form of Borrowing By-law

Section 1.03 Interpretation.

In this Agreement:

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

**ARTICLE 2
THE LOAN**

Section 2.01 Purpose of the Loan.

FCM is providing the Loan, to the Borrower, in combination with the Grant for the sole purpose of assisting the Borrower in the performance of the Project and in the preparation of the reports that shall be submitted to FCM pursuant to this Agreement.

Section 2.02 Principal Amount of the Loan.

Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Borrower hereinafter set forth, FCM agrees to lend to the

Borrower and the Borrower agrees to borrow from FCM, an aggregate amount (the “**Principal Amount of the Loan**”) that is equal to the lesser of:

- (a) the sum of five million dollars (\$5,000,000); or
- (b) sixty nine point fifty seven percent (69.57%) of Eligible Costs;

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

For clarity, the aggregate amount of the Principal Amount of the Loan and the Grant Amount will not exceed the lesser of five million seven hundred and fifty thousand dollars (\$5,750,000); and eighty percent (80%) of Eligible Costs.

Section 2.03 Project Completion Date.

The Borrower anticipates that the Project will be Substantially Performed by no later than the 20th day of December, 2020 (the “**Project Completion Date**”). As contemplated by Article 6, the Borrower shall inform FCM as soon as it becomes aware that the Project is not likely to be Substantially Performed by the Project Completion Date.

Section 2.04 Loan Expiration Date.

If the Borrower fails to meet the requirements set forth in the Form of Request for Loan Disbursement and/or Grant Contribution and fails to request the Loan Disbursement, as provided for in Section 2.05 below, before the earlier of:

- (a) Six (6) months from the Project Completion Date in Section 2.03; or
- (b) three (3) years from September 28, 2018;

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

Section 2.05 Loan Disbursement.

Subsequent to the Project being Substantially Performed, the Borrower shall request the disbursement of the Principal Amount of the Loan determined pursuant to Section 2.02 (the “**Loan Disbursement**”) by delivering to FCM a completed Request for Loan Disbursement and/or Grant Contribution and required documentation, to the satisfaction of FCM, at least thirty (30) days before the date of the Loan Disbursement set out therein, if the Loan Disbursement requested is equal to or less than two million dollars (\$2,000,000) and at least sixty (60) days before the date of the Loan Disbursement set out therein if the Loan Disbursement requested is greater than two million dollars (\$2,000,000) (the “**Loan Disbursement Date**”). Provided that the requirements set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been met as of the Loan Disbursement Date, FCM shall:

- (a) calculate the Principal Amount of the Loan and, therefore, the amount of the Loan Disbursement, in the manner contemplated by Section 2.02 and provide written notice thereof as well as an

amortization schedule to the Borrower not less than five (5) Business Days immediately preceding the date of the passing of the Borrowing By-law and not less than fifteen (15) Business Days prior to the Loan Disbursement Date; and

- (b) pay the Loan Disbursement to the Borrower on the Loan Disbursement Date against issuance by the Borrower to FCM of a debenture substantially in the form appended to the Form of Borrowing By-law attached hereto as Schedule K (the “**Debenture**”) in the amount of the Disbursement. The Debenture will be issued by the Borrower in accordance with the provisions of the Act and the Borrower shall be liable in respect of payments thereunder.

Section 2.06 Interest.

- (a) The Borrower shall pay interest on the Principal Amount of the Loan that is from time to time outstanding to FCM at an annual rate that is equal to the higher of:
 - (i) (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca five (5) Business Days immediately preceding the date on which the Borrowing By-law is passed plus (B) one percent (1.00%) per annum; and
 - (ii) Three point sixty five percent (3.65%) per annum

The annual rate of interest calculated pursuant to Section 2.06(a) is subject to increase as provided in Section 2.08.

- (b) Such interest shall be accrued daily, not in advance, from the Loan Disbursement Date based on the actual number of days outstanding, after as well as before default, including after any judgment, until the Principal Amount of the Loan has been repaid in full.
- (c) Interest at the aforesaid rate on the Principal Amount of the Loan that is from time to time outstanding shall become due and be payable semi-annually, not in advance, commencing on the date which is six (6) months following the Loan Disbursement Date, and shall continue to be paid semi-annually (each a “**Semi-Annual Interest Payment Date**”), not in advance, until the Principal Amount of the Loan has been repaid in full.

Section 2.07 Repayment.

The Borrower shall repay to FCM the Principal Amount of the Loan in equal consecutive semi-annual instalments of combined (blended) principal and interest in the manner set forth in the Debenture, commencing on the date that is the Semi-Annual Interest Payment Date immediately following the Loan Disbursement Date and ending on the earlier of the date that is either the:

- (a) last day of the Term; or
- (b) date on which the entire Principal Amount of the Loan has been repaid as a result of one or more prepayments in accordance with Section 2.09.

Section 2.08 Interest in the Event of a Default.

- (a) If the Borrower defaults in the payment of any sum due in respect of the outstanding Principal Amount of the Loan or interest thereon at any time appointed for payment thereof as contained in Section 2.06 and Section 2.07, the Borrower shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the Principal Amount of the Loan and interest thereon then outstanding at an annual rate that equals the greater of:
- (i) the sum of (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca effective on the applicable default date plus (B) three point fifty percent (3.50%) per annum; or
 - (ii) the annual rate in effect on the applicable default date calculated pursuant to Section 2.06 plus two point fifty percent (2.50%);
- calculated from the date of such default.
- (b) Any payment received by FCM from the Borrower following default in the payment of any sum due for the Principal Amount of the Loan or interest thereon by the Borrower shall be applied, first, to the interest incurred pursuant to this Section 2.08 in respect of such overdue principal and/or interest amount(s), secondly, in respect of the interest on the overdue Principal Amount of the Loan and, thirdly, in respect of the overdue repayment of the Principal Amount of the Loan.

Section 2.09 Prepayment.

- (a) Following the Loan Disbursement Date and the expiration of the first half of the Term, the Borrower may on any subsequent semi-annual payment date, on not less than thirty (30) days' notice to FCM, prepay all or part of the Principal Amount of the Loan that is outstanding on the specified semi-annual payment date (the "**Prepayment Date**"), provided it simultaneously pays all accrued interest thereon plus an amount equal to twenty-four (24) months of interest calculated pursuant to Section 2.09(b) on the Principal Amount of the Loan so prepaid. Notwithstanding the foregoing, the Borrower shall pay an amount equal to twelve (12) months of interest instead of twenty-four (24) months of interest if the Prepayment Date occurs on or after the date where three fourths (3/4) of the Term has elapsed.
- (b) The interest rate applicable to the prepayment will be equal to the greater of the:
- (i) the sum of (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca effective for the Business Day immediately preceding the Prepayment Date plus (B) three point fifty percent (3.50%) per annum; or
 - (ii) the annual rate in effect on the Business Day immediately preceding the Prepayment Date, calculated pursuant to Section 2.06 plus two point fifty percent (2.50%);
- calculated from the date of such prepayment.
- (c) Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding Principal Amount of the Loan. In the event of a prepayment, FCM shall provide to the Borrower a new amortization schedule effective as of the Prepayment Date.

- (d) Upon delivery by the Borrower of a prepayment notice, the Borrower shall be obligated to effect prepayment in accordance with the terms of the notice and this Section 2.09.
- (e) Any amounts prepaid may not be re-borrowed.

Section 2.10 Payments.

- (a) The Borrower shall make payments of principal and interest due to FCM under this Agreement by using one of the following methods.
 - (i) The preferred method of repayment is through a pre-authorized debit agreement (“PAD Agreement”). FCM shall send the Borrower a PAD Agreement form on or after the Loan Disbursement Date that, once completed and returned to FCM, will allow FCM to debit principal and interest payments from the Borrower’s bank account;
 - (ii) Wiring a payment to FCM’s credit at:

Name of Bank: Royal Bank of Canada
 Address of Bank: 90 Sparks Street, Ottawa, Ontario K1P 5T6
 Bank no.: 003
 Transit no.: 00006
 to the credit of FCM's account no.: 102-427-2
 and the Loan reference no.: GMF 15982

or as FCM may otherwise designate from time to time by notice to the Borrower; or
 - (iii) Remitting a cheque payable to the “Federation of Canadian Municipalities” to the following address:

24 Clarence Street
 Ottawa, Ontario K1N 5P3
 Attention: Finance Assistant, GMF
- (b) Interest shall accrue until payment is received by FCM or FCM’s banker as applicable. If the date for any payment under this Agreement is not a date on which banks are open for business at the place where such payment is to be made, then the Borrower shall make such payment on the next succeeding day on which banks are open for business in such place.

Section 2.11 Covenant to Pay.

The Borrower promises to pay to FCM punctually in accordance with this Agreement all amounts, including the Principal Amount of the Loan, interest, fees, costs, expenses and other monies owing by the Borrower to FCM under this Agreement. The Borrower hereby waives presentment for payment of this promise to pay, demand, protest or notice of any kind.

**ARTICLE 3
THE GRANT**

Section 3.01 Grant Purpose.

FCM is providing the Grant in combination with the Loan, to the Borrower for the sole purpose of assisting the Borrower in the performance of the Project.

Section 3.02 Grant Amount.

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

- (a) the sum of seven hundred and fifty thousand dollars (\$750,000.00); or
- (b) fifteen point zero percent (15.00%) of the Principal Amount of the Loan disbursed;

provided that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Borrower, as described in Part 3 of Schedule A (all as determined and calculated by FCM) is greater than the total costs incurred by the Borrower in respect of the Project, as evidenced by the delivery contemplated in the form of Part 2 of Schedule A, then FCM may reduce the Grant Amount determined pursuant to this Section 3.02 to such amount as it deems appropriate, in its sole and absolute discretion.

Section 3.03 Grant Expiration Date.

If the Borrower fails to meet each of the conditions of contribution set forth in Form of Request for Loan Disbursement and/or Grant Contribution, and/or fails to obtain both the First Grant Contribution and the Final Grant Contribution as defined below within two (2) years from the Loan Disbursement Date, then FCM may, at its sole and absolute discretion and on notice to the Borrower, forthwith terminate its obligation to provide the Grant pursuant to this Agreement.

Section 3.04 Contribution.

The Grant Amount shall be remitted by FCM to the Borrower in two (2) contributions in the manner set out in this Section 3.04.

- (a) On the Loan Disbursement Date (the “**First Grant Contribution Date**”), FCM shall remit to the Borrower the first part of the Grant (the “**First Grant Contribution**”) provided that:
 - (i) the Borrower shall have delivered to FCM a completed Request for Loan Disbursement and/or Grant Contribution at least thirty (30) days prior to the First Grant Contribution Date;
 - (ii) the First Grant Contribution shall be equal to the greater of: (A) fifty percent (50%) of the Grant Amount; and (B) the Grant Amount minus \$250,000; and
 - (iii) the conditions of the First Grant Contribution set forth in Form of Request for Loan Disbursement and/or Grant Contribution have been met as of the Loan Disbursement Date.
- (b) On or prior to the second annual anniversary of the Loan Disbursement Date FCM shall remit to the Borrower the second part of the Grant (the “**Final Grant Contribution**”) on the date that the Borrower identifies as the date that it would like to receive the Final Grant Contribution (the “**Final Grant Contribution Date**”), provided that:

- (i) the Borrower shall have delivered to FCM a completed Request for Loan Disbursement and/or Grant Contribution at least thirty (30) days prior to the Final Grant Contribution Date;
 - (ii) the Final Grant Contribution shall be equal to the Grant Amount less the First Grant Contribution; and
 - (iii) the conditions of the Final Grant Contribution set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been met as of the Final Grant Contribution Date.
- (c) Provided that the conditions of the First Grant Contribution or Final Grant Contribution set forth in the Form of Request for Loan Disbursement and/or Grant Contribution have been met to FCM's satisfaction, when the Borrower submits a request in respect thereof, FCM shall:
- (i) calculate the First Grant Contribution or Final Grant Contribution in the manner contemplated in Section 3.04 and shall provide written notice thereof to the Borrower not less than five (5) days prior to the First Grant Contribution Date or Final Grant Contribution Date, as applicable; and
 - (ii) remit the First Grant Contribution or Final Grant Contribution to the Borrower on the First Grant Contribution Date or Final Grant Contribution Date, as applicable.

ARTICLE 4

CONDITIONS OF LOAN DISBURSEMENT AND GRANT CONTRIBUTION

Section 4.01 Conditions of Loan Disbursement and Grant Contribution

The obligation of FCM to remit the FCM Loan and/or Grant Amount is conditional upon the Borrower satisfying the conditions set out in the Request for Loan Disbursement and/or Grant Contribution attached as Schedule B, to the satisfaction of FCM.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

Section 5.01 Representations and Warranties.

The Borrower represents and warrants that:

- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Project;
- (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
- (c) the performance of the project, execution of this Agreement and the compliance with its terms will not conflict with or result in breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which it is a party or by which it is bound, or violate any of the terms or provisions of the Act, its by-laws or any license, approval, consent, judgment, decree or order or any law, statute, rule or regulation applicable to it;

- (d) before the council of the Borrower authorized the Project and before it authorized any additional cost amounts and any additional debenture authorities in respect thereof (if any), the council of the Borrower had its treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In connection therewith, before each such authorization, the treasurer determined that the estimated annual amount payable in respect thereof would not cause the Borrower to reach or exceed its updated limit with the result that such authorizations were made without the approval of the Ontario Municipal Board;
- (e) the by-law(s) of the Borrower authorizing the Project and this Agreement (the “**Authorizing By-law(s)**”) and the Borrowing By-law have been, or will be, enacted and passed by the Council of the Borrower in full compliance with the Act at meetings at which a quorum was present, or will be present, in the case of the Borrowing By-law. Forthwith after the passage of the Authorizing By-law(s) and of the Borrowing By-law the same was, or will be, in the case of the Borrowing By-law, signed by the Head of Council and by the Clerk and sealed with the seal of the Borrower;
- (f) all of the recitals contained in the Authorizing By-law(s) and Borrowing By-law are, or will be, in the case of the Borrowing By-law, true in substance and fact and no application has been made or action brought to quash, set aside or declare invalid such By-laws nor have the same been in any way repealed, altered or amended, and such By-laws are now, or will be, in the case of the Borrowing By-law, in full force and effect;
- (g) it is not subject to any restructuring order under any applicable statutory authority, accordingly, no approval of the entering into of this Agreement or any Borrowing By-law contemplated by this Agreement is required to be given by any transition board or commission appointed in respect of the restructuring of the Borrower;
- (h) no litigation, arbitration or administrative proceedings are current or pending or have been threatened which is likely to have an adverse effect on its compliance with its obligations under this Agreement, and no such litigation, arbitration or administrative proceedings are current or pending or threatened, which is likely to have an adverse effect on its performance of the Project or its compliance with its obligations under this Agreement;
- (i) it owns all right, title and interest, including all intellectual property rights, in and to the Project Progress Report(s), Project Completion Report and Environmental Results Report, including photographs contained therein, submitted pursuant to this Agreement and has sole and exclusive rights to the use thereof. Prior to submission thereof:
 - (i) any person involved in the preparation of such reports will execute and deliver to the Borrower a written agreement which effects the assignment to the Borrower of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein; and
 - (ii) any identifiable person featured in a photograph submitted to FCM, pursuant to this Agreement, will execute and deliver to the Borrower a written agreement granting permission to use his or her image, including but not limited to posting it on a public website;
- (j) the Project Progress Report(s), Project Completion Report and Environmental Results Report, including photos contained therein, submitted pursuant to this Agreement that the Borrower will submit to FCM will not infringe upon any of the intellectual property rights of any other person

and the Borrower has not received any charge, complaint, claim, demand, or notice alleging any interference, infringement, misappropriation or violation of the intellectual property rights of any other person, nor does the Borrower know of any valid grounds for any bona fide claims.

ARTICLE 6 COVENANTS

Section 6.01 Affirmative Covenants.

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

- (a) use the Loan and the Grant only for the Project;
- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all applicable environmental, health and safety laws of the Province of Ontario and of Canada;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, financial and business practices; maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP. **The Borrower covenants and agrees that it shall keep all such books and records of the Project for seven (7) years after the Final Grant Contribution Date;**
- (d) permit representatives of FCM, during its normal office hours, to visit any of the premises where the Project activities are conducted and to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project;
- (e) clearly label as confidential all information embodied in tangible form that is prepared and/or delivered by or on behalf of the Borrower to FCM pursuant to this Agreement, that the Borrower deems to be confidential information, and if the information that the Borrower deems to be confidential information is disclosed orally or visually, the Borrower shall clearly identify it as such at the time of disclosure (“**Confidential Information**”);
- (f) provide two versions of each report in the event that a Project Progress Report, Project Completion Report and/or Environmental Results Report contains Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM’s public website and/or made available through other social media websites or tools and otherwise made available to interested third parties;
- (g) incorporate the following language into the Project Progress Report(s), Project Completion Report and Environmental Results Report submitted pursuant to this Agreement, unless it has received written notice to the contrary from FCM:

“© 201X, Corporation of the Township of Wellington North . All Rights Reserved.

This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed

are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

- (h) comply with FCM’s communication requirements, for the period between the signature of this Agreement and the date that is five (5) years following the Project being Substantially Performed and shall:
 - (i) cooperate with FCM who will lead the preparation and issuance of a news release regarding GMF’s mandate and GMF and the GoC’s financial assistance to the Project and/or public announcement attended by FCM and the GoC. A GMF communications officer will contact the Borrower to discuss the process immediately after the signature of this Agreement;
 - (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the GoC to participate in such promotional events;
 - (iii) cooperate with FCM in providing reasonable information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project;
 - (iv) cooperate with FCM in preparing one or more educational interviews showcasing the Project, that may be posted on FCM’s public website or through other social media websites and tools and made available through other mediums and in various formats (the “**Interview**”);
- (i) grant FCM a perpetual, irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, distribute, modify, adapt, change formats, prepare summaries, display and translate the Project Progress Report(s), Project Completion Report and Environmental Results Report, including photos contained therein, prepared and/or delivered by or on behalf of the Borrower to FCM pursuant to this Agreement in furtherance of the goals and objectives of the FCM and/or the GMF;
- (j) grant FCM all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Borrower shall ensure that any person designated by the Borrower to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual’s image, including but not limited to posting the Interview on a public website;
- (k) provide to FCM the following information from the date of this Agreement until and on the last day of the Term, in form and content satisfactory to FCM and shall provide:
 - (i) a prompt notice of any change to the Project Completion Date as set out in Section 2.03;
 - (ii) a Project Progress Report in the form of Schedule F, on the dates described in Schedule F and additional Project Progress Reports, if requested by FCM, within thirty (30) days of FCM making such requests;

- (iii) within one hundred and twenty (120) days after the end of each fiscal year, which is the 31st day of December:
 - (A) one (1) copy (electronic copy, link to the website of the Borrower where the statements can be found or hardcopy) of its complete financial statements for such fiscal year (which shall be in agreement with its books of account, shall include the aggregate amounts owing to secured creditors, preferred creditors and general creditors, respectively and shall be prepared in accordance with GAAP), together with an audit report thereon from an independent public accountant acceptable to FCM; furthermore, FCM may require such an audit report at any time or times if there is an Event of Default; and
 - (B) a Certificate of Financial and Debt Compliance in the form of Schedule J;
 - (iv) a prompt notice of any proposed change in the nature or scope of its legal status;
 - (v) a prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Borrower to perform its obligations under this Agreement or the Project or any of the Borrower's other obligations that are material to the Borrower;
 - (vii) a prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Borrower, to perform its obligations under this Agreement or in respect of the Project or any of the Borrower's other obligations that are material to the Borrower;
 - (viii) immediate notice of the occurrence of any Event of Default relating to it specifying the nature of such Event of Default, and the steps, if any, that it is taking to remedy the same; and
 - (ix) such other information as FCM may from time to time reasonably request from it by notice to it.
- (l) at least ten (10) Business Days but not more than thirty-five (35) Business Days before the Loan Disbursement Date, the Borrower has passed the Borrowing By-law substantially in the form attached hereto as Schedule K, which Borrowing By-law is found satisfactory by FCM;
 - (m) deliver, or shall cause to be delivered to FCM, original copies of the legal opinion and of the Debenture at least ten (10) Business Days before the Loan Disbursement Date.
 - (n) at any time prior to the Final Grant Contribution Date, upon the request of FCM, provide to FCM updated Environmental Results Report(s) that might require the Municipality to do one or all of the following, as specified by FCM: collect new data, conduct further modelling, or take corrective actions to improve the environmental performance of the Project.

Section 6.02 Negative Covenants.

Unless FCM shall otherwise agree in writing, the Borrower, as the case may be, shall not from the date of this Agreement until and on the last day of the Term:

- (a) use the Loan or the Grant for expenditures that are not Eligible Costs;
- (b) publicly announce confirmation of GMF funding for the Project other than in compliance with Section 6.01 above or without the prior written consent of FCM;
- (c) at any time (i) reach or exceed its updated debt and financial obligation limit mandated by applicable government authorities and/or its creditors; (ii) fail to meet and pay any of its debentures or interest thereon (if any) when due; (iii) fail to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it; or (iv) develop financial problems such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures;
- (d) make any change to the nature or scope of the Project or carry out the Project in a manner which differs from that described in Schedule A hereof; or
- (e) sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the properties, whether movable or immovable, of the Project, whether now owned or hereafter acquired, and whether to a private sector partner of it or otherwise, except if provided for in Schedule A or previously approved in writing by FCM.

ARTICLE 7 EVENTS OF DEFAULT

Section 7.01 Events of Default.

Default shall have occurred if any one or more of the following events should occur (“Events of Default”):

- (a) failure to pay any outstanding portion of the Principal Amount of the Loan, interest thereon, or other amounts payable by the Borrower in respect of the Loan and/or under this Agreement and such default shall have continued for a period of not less than five (5) days;
- (b) if the Borrower (i) reaches or exceeds its updated debt and financial obligation limit mandated by applicable government authorities and/or its creditors; (ii) has failed to meet and pay any of its debentures or interest thereon (if any) when due; (iii) has failed to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it; or (iv) has or may develop financial problems such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures;
- (c) failure to take out and maintain the insurance required pursuant to Article 6 or such insurance is vitiated or otherwise ceases to be in full force and effect;
- (d) failure to perform any covenant, agreement or undertaking of the Borrower, contained in this Agreement, save and except as provided for in the foregoing Section 7.01(a) and any such default shall have continued for a period of not less than fifteen (15) days after notice thereof shall have been given to the Borrower by FCM;
- (e) if any representation or warranty confirmed or made in Article 5, in a Request for Loan Disbursement and/or Grant Contribution, in connection with the execution and implementation of this Agreement or in connection with the Project, is found to have been incorrect or misleading;

- (f) failure to comply with Section 2.04 of this Agreement;
- (g) failure to deliver to FCM the Project Completion Report, even in the event that the Project is not Substantially Performed, in form and content satisfactory to FCM on or before the Loan Expiration Date;
- (h) in the event that the Project is Substantially Performed, failure to deliver to FCM the Environmental Results Report in form and content satisfactory to FCM on or before the Grant Expiration Date;
- (i) if control and charge over the administration of all the affairs of the Borrower are vested in any person other than the Borrower; and
- (j) if any act or event which, in the determination of FCM, does or may materially and adversely affect the Project or the ability of the Borrower to perform its obligations under this Agreement or any of other obligations of the Borrower that are material to the Borrower, has occurred or may occur.

Section 7.02 Remedies.

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

- (a) terminate this Agreement;
- (b) to the extent not already disbursed to the Borrower, terminate any further requirement to make the Loan Disbursement;
- (c) to the extent not already remitted to the Borrower, terminate any further requirement to make the First Grant Contribution and/or the Final Grant Contribution;
- (d) in the case of an Event of Default provided in the foregoing Section 7.01(h), declare the disbursed Grant Amount immediately repayable (anything in this Agreement to the contrary notwithstanding) without any further notice and without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower; and/or
- (e) take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Borrower.

Section 7.03 Saving of Rights.

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

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

Section 8.01 Notices and Requests.

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Borrower, other than a notice of default referred to in Section 8.01 hereof, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

To the Borrower:

Township of Wellington North
7490 Sideroad 7 W
Kenilworth, ON N0G 2E0

Attention: Mr. Michael Givens
Title: Chief Administrative Officer
telephone: (519) 848-3620
facsimile: (519) 848-3228
electronic mail: mgivens@wellington-north.com

Alternate Contact:

Attention: Mr. Adam McNabb
Title: Director of Finance & Treasury
telephone: (519) 848-3620
facsimile: (519) 848-3228
electronic mail: amcnabb@wellington-north.com

To FCM:

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

Attention: Ms. Nathalie Lapointe
Project Officer
telephone: 613-907-6261
facsimile: 613-244-1515
electronic mail: nlapointe@fcm.ca

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

Section 8.02 Confidentiality.

FCM shall use a commercially reasonable degree of care to hold the Confidential Information in confidence and to:

- (i) prevent its unauthorized use or disclosure;
- (ii) use the Confidential Information only for the purposes contemplated by this Agreement;
- (iii) disclose the Confidential Information only to its directors, employees, officers and legal, financial, management or other professional consultants or advisors whose services FCM has engaged in relation to this Agreement and for the purpose of considering the Borrower's request for GMF funding, who have a need-to-know for the sole purpose of enabling FCM to fulfil its obligations under this Agreement and considering the Borrower's request for GMF funding; and
- (iv) not to permit any third party or entity other than those specified in (iii) hereof access to the Confidential Information without the prior written consent of FCM.

Notwithstanding the foregoing, FCM may disclose all or any part of the Confidential Information with the prior written approval of the Borrower or if the Confidential Information is disclosed pursuant to a judicial or government order, provided that to the extent practicable and not restricted by law, FCM gives the Borrower sufficient notice to contest such order.

Section 8.03 Release and Indemnification.

The Borrower acknowledges and agrees that:

- (a) By accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM.
- (b) The Borrower releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Borrower or its property in any way relating to this Agreement and/or the Project.
- (c) The Borrower agrees to severally indemnify and save harmless FCM and its directors, officers, agents, servants and employees from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter suffered or incurred by FCM and its directors, officers, agents, servants and employees as a result of or arising directly or indirectly out of or in connection with: (i) the carrying-out of the Project; (ii) any act of, or failure to act by, the Borrower, or its directors, officers, agents, servants or employees; (iii) any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto; (iv) any breach or non-performance by the Borrower of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and (v) any breach or alleged

breach by the Borrower of the intellectual property rights or privacy rights of any person, and, without limiting the generality of the foregoing, FCM shall not be liable for any bodily injury, death or property damage of any person or any claim against the Borrower or its directors, officers, agents, servants or employees by which FCM may be made or attempted to be made a party and any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Borrower, or its directors, officers, agents, servants or employees arising out of or in any way related to this Agreement or the Project.

- (d) The Borrower shall be solely and fully responsible for the undertaking, implementation and completion of the Project or any element thereof. FCM shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any element thereof. The Borrower acknowledges and agrees that it shall be responsible for all acts of its directors, officers, agents, servants and employees and that all such acts shall be treated as acts of the Borrower for the purposes of this Agreement.

Section 8.04 FCM's Limited Liability.

In no event shall FCM, including its directors, officers, employees and agents, be liable under this Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Borrower by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors, officers, employees and agents, is advised of the possibility of such damages. In no event shall FCM's, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Principal Amount of the Loan under this Agreement. This Agreement shall not create for nor give to any third party any claim or right of action against FCM.

Section 8.05 Further Assurances.

The Borrower shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to this Agreement or to make any recording, file any notice or obtain any consent.

Section 8.06 Amendment.

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

Section 8.07 Choice of Language.

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

Section 8.08 Governing Law.

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

Section 8.09 Choice of Forum.

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

Section 8.10 Effectiveness.

This Agreement shall continue in force until all other monies payable hereunder have been fully paid to FCM in accordance with the provisions hereof.

Section 8.11 Successors and Assigns.

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

Section 8.12 Severability.

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

Section 8.13 Waiver of Rights.

Except as expressly provided in this Agreement, any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 8.14 GMF Application Form.

The GMF Application Form constitutes part of this Agreement.

Section 8.15 Entire Agreement.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral, including but not limited to confidentiality agreements.

Section 8.16 Audit.

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

Section 8.17 Counterparts.

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

**ARTICLE 9
SURVIVAL**

Section 9.01 Survival.

The provisions of Article 8 and any other provisions hereof intended to survive termination, will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the date of last signature on this signature page.

**CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH**

per: _____
Michael Givens, Chief Administrative Officer

date: _____

I have authority to bind the Borrower herein.

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

per: _____
Mr. Chris Boivin, Managing Director, GMF

date: _____

I have authority to bind FCM herein

SCHEDULE A: PROJECT DESCRIPTION

Part 1: Description of the Project

As per GMF sector criteria, the project meets provincial regulatory requirements

The Township of Wellington North will upgrade its 40 year old Arthur wastewater treatment plant (WWTP) in order to accommodate the servicing requirements of projected population growth in the area and improve the quality of effluent that the plant discharges into the Conestogo River. The Township proposes to upgrade its lagoon-based plant over two phases with an anticipated completion date by the end of 2025. The project aligns with multiple municipal policies and plans, such as the Wellington North Strategic Plan and the Community Growth Plan, which call for accommodating the future growth forecasts for the Township by investing in related infrastructure.

The first phase of the initiative, which is the portion of the project funded by GMF, will include an upgrade to the sewage pumping station that will significantly reduce the incidence of overflow events. The addition of an equalization tank will then eliminate bypass events at the plant. Inherent in this design are energy saving measures such as replacing the existing 60 horsepower (HP) aeration blowers with variable frequency drive 25HP blowers, as well as inserting more energy efficient sludge digesters. In addition, an alum dosing system upgrade will ensure that the total phosphorus in the final effluent meets the new limits of 0.25 mg/l. This first phase will bring the WWTP's capacity from 1,465 m³/d to 1,860 m³/d. A future second phase will further increase effluent quality by installing a new headworks building and converting the equalization tank to a secondary treatment unit. Additional upgrades to the effluent pumping system will further improve the energy efficiency of the system. The second phase will increase the WWTP's capacity to 2,300 m³/d. Weekly effluent testing and monitoring of the energy consumption of both the current and planned blowers will help track energy savings and associated CO₂e reductions.

The upgraded lagoon system will increase the overall WWTP's treatment capacity by 57% and improve the quality of wastewater by reducing carbonaceous biochemical oxygen demand (CBOD₅) by 50%, total suspended solids (TSS) by 50%, phosphorus by 75%, nitrogen by 98%, and ammonia nitrogen by 66%. The proposed plan will also reduce wastewater overflows to the river. The more efficient aeration blowers will use 60% less energy, reduce 21 tonnes of CO₂e/yr and save the municipality an annual \$27,250 in electricity costs. The conversion of the equalization tank into a secondary treatment tank will make the best use of infrastructure and reduce waste generation by 1,608 tonnes. By increasing the servicing capacity of the treatment plant, the proposed upgrade will enable community and employment growth in the area. The expansion will also allow an additional 600 houses to connect to the sewage system, bringing additional revenues to the municipality.

The **knowledge value** of this initiative relates to the reuse and upgrading of existing infrastructure to increase wastewater capacity and meet stricter effluent standards.

Project Milestones

The table below outlines the project's key milestones. FCM staff will reference this table in biannual project update request emails in order to track progress of the project and forecast disbursement timelines.

#	Key Milestones	Description	Expected Start Date	Expected Completion Date
M1	Technical Memos		July 2017	October 2017
M2	Preliminary design		September 2017	January 2018
M3	Detailed Design		November 2017	September 2018
M4	Approvals		May 2018	October 2018
M5	Tender preparation Issuance and Award		June 2018	October 2018
M6	Construction Phase 1		October 2018	May 2020
M7	Commissioning of Phase 1		June 2020	July 2020
ERR	Environmental Results Report due to FCM	<i>Monitoring of environmental performance for twelve consecutive months following project completion and commissioning.</i>	July 2020	July 2021

Part 2: Description of Budgeted Project Costs

The forecasted Eligible Costs that the Municipality included in its GMF funding application:

BUDGET - Capital Projects			
Energy, Water and Waste Sectors			
Lead Applicant:	The Corporation of the Township of Wellington North		
Project title:	Arthur Wastewater Treatment Plant (WWTP) Upgrade		
Planned Start date:	Aug-17	End date:	Dec-20
Cost category	Eligible Costs (\$)	Ineligible Costs (\$)	Total Costs (\$)
Administrative			
Sewage ECA amendment	\$7,900		\$7,900
GRCA Permit	\$1,000		\$1,000
ESA Permit	\$800		\$800
Advertising			
fees for advertising development	\$1,000		\$1,000
fees for media distribution	\$1,000		\$1,000
Audit			
Financial Audit	\$7,500		\$7,500
Environmental results audit by a third party	\$5,000		\$5,000
Capital Costs			
Phase 1 construction cost	\$8,044,000		\$8,044,000
Equipment Rental			
[Add description of cost item here]			\$0
Meetings and Public Gatherings			
facility rental-project open house	\$1,000		\$1,000
Services			
Consulting Services during construction (site inspection, contract admin, shop drawing review, technical support, etc)	\$564,000		\$564,000
Consulting Services for post construction (comissioning report, O&M manual, as-built drawing, etc.)	\$29,000		\$29,000
Transportation, Shipping and Courier Charges			
[Add description of cost item here]			\$0
Travel and Accommodation			
[Add description of cost item here]			\$0
Subtotal - Cash costs:	\$8,662,200	\$0	\$8,662,200
In-kind costs (Lead applicant - staff time) - Change ONLY if less than 10% of Eligible Cash Costs	\$259,800	\$0	\$259,800
In-kind costs (Other)		\$0	\$0
TOTAL PROJECT COSTS:	\$8,922,000	\$0	\$8,922,000
		Total Eligible Costs	\$8,922,000

1. The expenditures claimed are subject to audit by FCM. The amount loaned/contributed by FCM may vary as a consequence. No expenditure incurred prior to **May 1, 2018** is permitted to be included as an Eligible Cost.

2. “**Eligible Costs**” means the permitted expenditures listed in the table below under the heading “Eligible Costs” for which the Municipality may use the Loan and the Grant. The table below was developed to help provide guidance to funding recipients on Eligible Costs (and costs which are not Eligible Costs). Should you require clarification, please do not hesitate to contact FCM.

In order to be eligible for reimbursement:

1. All expenses must be listed in a Statement of Expenses attached to an Audit Report and all invoices and receipts together with back-up documentation must be kept for audit purposes (examples: sub-contractor invoices, travel expenses claims, timesheets, etc.). **The Municipality will keep all such invoices, receipts and back-up documents for seven (7) years after the Final Grant Contribution Date.**
2. **All expenses must be invoiced directly to the Municipality.** Invoices issued to a third party will not be accepted.
3. **All expenses must be:** (i) actually and reasonably incurred; (ii) directly related to the Project; (iii) incurred and be in an amount which is in accordance with applicable industry standards; (iv) a cost or expenditure that would not otherwise have been incurred by the Municipality but for the Project; and (v) have been incurred after May 1, 2018.

GMF Eligible and Ineligible Costs		
Capital Projects: Energy, Water and Waste Sectors		
This table outlines what costs can be partially reimbursed by FCM. Please pay particular attention to any costs that may be ineligible.		
Note: If your application is approved, expenses that are eligible for partial reimbursement must be:		
<ul style="list-style-type: none"> · incurred after the date the application is received by FCM (except consulting services to prepare the application undertaken up to 90 days prior to application receipt). · invoiced directly to your organization. · an integral and an essential component of the initiative and required to help achieve the environmental objective of the initiative (e.g. construction of the core/shell of a new energy-efficient building and not indoor furnishings or accessories). · actually and reasonably incurred in accordance with applicable industry standards. · listed in a statement of expenses attached to an external audit report. You must keep all invoices, receipts and backup documents for seven years after the final FCM disbursement. 		
Cost Category	Eligible costs	Ineligible costs
Section A: Costs incurred prior to date application received by FCM		
1) Pre-application	Consulting costs to write the GMF application incurred up to 90 days prior to application receipt date	All other costs incurred prior to application receipt date
Section B: Costs incurred after date application received by FCM		
2) Administrative	Administrative costs that are directly linked to and have been incurred for the project, such as: <ul style="list-style-type: none"> • communication costs (e.g. long-distance calls or faxes) • permits or certifications required for the project • printing or photocopying by outside suppliers • acquisition of documents used exclusively for the project • document translation 	Office space, supplies and general overhead costs incurred in the ordinary course of business.
3) Advertising	Advertising costs essential to communicating the project to the public, as well as project evaluation, such as: <ul style="list-style-type: none"> • fees for advertising development • fees for media distribution • website development • public surveys 	<ul style="list-style-type: none"> • Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the project. • Promotional items.
4) Audit	The cost of a financial audit for the capital project if required by FCM.	
5) Capital	Capital costs as defined and determined in accordance with generally accepted accounting principles (GAAP), including: <ul style="list-style-type: none"> • costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, software, etc.). • costs of construction, renovation or modernization of facilities and structures such as materials and installation costs. 	<ul style="list-style-type: none"> • Purchase or lease of real property.
6) Equipment rental	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.

7) Meetings and public gatherings	Costs related to meetings and public gatherings that communicate the project to the public and that collect feedback, such as:	Any hospitality expenses such as:
	<ul style="list-style-type: none"> • facility rental • audiovisual equipment rental 	<ul style="list-style-type: none"> • food and drink • alcohol • door prizes • entertainment • music • decorations • flowers, centerpieces
8) Services	Fees for professional or technical consultants and contractors.	<ul style="list-style-type: none"> • Any costs associated with person(s) enrolled on your organization's payroll, except for those defined under the category listed as "in-kind." • Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by any program of the Government of Canada.
9) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the project.	Any transportation expense related to ongoing or other business activities.
10) Travel and accommodation	Travel and associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent the such travel is necessary to complete the project.	<ul style="list-style-type: none"> • Travel and associated expenses of a partner in the project. • Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
11) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial, or federal).
In-kind	Contribution of staff time by your organization's employees (including permanent and contract employees). The value of the total in-kind contributions for staff salaries or other remuneration cannot exceed 10% of the other eligible costs.	<ul style="list-style-type: none"> • In-kind contribution of goods and services other than salaries. • In-kind contribution made by organizations other than yours.
	To claim this type of in-kind contribution, you will have to submit a letter from an authorized officer in your organization confirming the details of the in-kind contribution.	<ul style="list-style-type: none"> • In-kind contribution by your organization above 10% of the eligible costs.

Part 3: Particulars of the Sources of Funding

The funding for the Project is planned as:

Funding source	Description	Confirmed (Y/N)	Date Committed	Amount	Percentage of Total Budget
Green Municipal Fund	Loan	Y	28-Sep-18	\$5,000,000	56.04%
Green Municipal Fund	Grant	Y	28-Sep-18	\$750,000	8.41%
Lead Applicant	Reserve Fund	Y	07-May-18	\$2,890,200	32.39%
Lead Applicant	In-kind	Y	07-May-18	\$259,800	2.91%
IESO	Rebate	Y	07-May-18	\$22,000	0.25%
Additional Funding Source					0.00%
Total Funding:				\$8,922,000	100%

SCHEDULE B: Form of Request for Loan Disbursement and/or Grant Contribution

[LETTERHEAD OF THE BORROWER]

[Address]


[Date]

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

Attention: Ms. Nathalie Lapointe
Project Officer


Ladies and Gentlemen:

Re: Green Municipal Fund – Project No. 15982 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Township of Wellington North (“Borrower”) (the “Agreement”)

Loan Disbursement and First Grant Contribution	
	<p>I, [Instruction: insert the name of a person named in the Borrower’s certificate of incumbency and authority], the [Instruction: insert the title], of the Borrower certify and confirm that the Borrower is requesting the Loan Disbursement and First Grant Contribution and that the Borrower has satisfied each of the conditions of disbursement listed in this table.</p> <p>A check mark has been placed to the left of each row to demonstrate that the Borrower has met each condition, by providing the required confirmation, information or documentation.</p>
<input type="checkbox"/>	The Borrower would like to receive the funds on [Instruction: insert date]
<input type="checkbox"/>	<p>The Borrower would like the funds to be disbursed (pick one option):</p> <p><input type="checkbox"/> to the following account:</p> <p>Name of Bank: [redacted] Address of Bank: -complete with city, province and postal code-- Telephone no. of Bank: ###-###-#### Bank SWIFT no.: [redacted] [e.g. NOSCCATTOTT] Bank no.: ### [3 Digits] Transit no.: ##### [5 Digits] to the credit of Municipality's Account no.: [redacted]</p> <p>OR</p> <p><input type="checkbox"/> by cheque payable to the Borrower, sent to the following address [redacted], to the attention of [redacted].</p>
<input type="checkbox"/>	<p>The Borrower would like to repay the Loan by (pick one option):</p> <p><input type="checkbox"/> pre-authorized debits (if you check this box, once the Loan Disbursement has been made, FCM will send you the pre-authorized debit contract to be completed and returned to FCM).</p>

	<p><input type="checkbox"/> Wiring payments to FCM's credit at: Name of Bank: Royal Bank of Canada Address of Bank: 90 Sparks Street, Ottawa, Ontario K1P 5T6 Bank no.: 003 Transit no.: 00006 to the credit of FCM's account no.: 102-427-2 and the Loan reference no.: GMF 15982</p> <p><input type="checkbox"/> Remitting cheques payable to the "Federation of Canadian Municipalities" to the following address: 24 Clarence Street Ottawa, Ontario K1N 5P3 Attention: Finance Assistant, GMF</p>
<input type="checkbox"/>	The Borrower submitted a Certificate of Financial and Debt Compliance in the form of Schedule J, on the dates described in Section 6.01 (k)(iii).
<input type="checkbox"/>	The Project conforms to the Project description contained in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The total costs (Eligible Costs plus other costs) of the Project for the period beginning May 1, 2018 and ending on the date on which the Project was Substantially Performed are _____ [Instruction: insert dollar amount] .
<input type="checkbox"/>	The Borrower satisfied the following additional conditions, imposed by the FCM board of directors: no additional conditions imposed.
<input type="checkbox"/>	<p>I am attaching to this request for disbursement (check all):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a copy of the Certificate of Incumbency and Authority in the form of Schedule C. <input type="checkbox"/> a Legal Opinion (external or internal) in the form of Schedule D. <input type="checkbox"/> a copy of the Authorizing By-law(s) as required by Article 5 of the Agreement. <input type="checkbox"/> a copy of the Borrowing By-law(s) at least ten (10) Business Days but not more than thirty-five (35) Business Days before the Loan Disbursement Date, as required by Article 5 of the Agreement. <input type="checkbox"/> the Borrower will submit the Debenture at least ten (10) Business Days before the Loan Disbursement Date, as required in Article 5 of the Agreement. <input type="checkbox"/> a document, prepared by a qualified professional (e.g. engineer, architect) confirming that the Project was Substantially Performed on _____ [Instruction: insert the date]. <input type="checkbox"/> an updated Part 3 of Schedule A that shows the final sources of funding as it relates to the total project costs provided above. <input type="checkbox"/> the Financial Audit in the form of Schedule E (Audit Report and Statement of Expenses). <input type="checkbox"/> a Project Completion Report in the form of Schedule G, that FCM can post on its public website, which does not infringe a third party's copyright and does not contain any Confidential Information OR two Project Completion Reports (one that contains

	<p>Confidential Information and the other one that can be posted on FCM's public website).</p> <p><input type="checkbox"/> at least one photo demonstrating that the Borrower posted signage in accordance with Schedule I.</p>
<input type="checkbox"/>	<p>The CRA Business Number (BN) of the Recipient is [REDACTED] (FCM is collecting the BN as required by the Charity Directorate of Revenue Canada).</p>
<input type="checkbox"/>	<p>The Borrower has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Ontario and of Canada in order for the Borrower to enter into and comply with this Agreement and to undertake and complete the Project.</p>
<input type="checkbox"/>	<p>The representations and warranties confirmed or made in the Agreement with respect to the Borrower will be true on and as of the Loan Disbursement Date and First Grant Contribution Date with the same effect as though such representations and warranties have been made on and as of the Loan Disbursement Date and First Grant Contribution Date.</p>
<input type="checkbox"/>	<p>All covenants and other obligations of the Borrower in the Agreement to be performed or complied with as of the Loan Disbursement Date, and First Grant Contribution Date, have been performed or complied with as of the Loan Disbursement Date and First Grant Contribution Date.</p>
<input type="checkbox"/>	<p>No act or event does or may materially and adversely affect the Project or the ability of the Borrower to perform its obligations under the Agreement and the Project, or any of its other obligations that are material to the Borrower has occurred.</p>
<input type="checkbox"/>	<p>No Event of Default with respect to the Borrower has occurred and is continuing.</p>
<input type="checkbox"/>	<p>All of the conditions contained in the Agreement, to be performed or satisfied by the Borrower on the Loan Disbursement Date, and First Grant Contribution Date have been performed or satisfied.</p>
<input type="checkbox"/>	<p>If any confirmation, information or documentation provided with this table is not true and correct as of the Loan Disbursement Date and First Grant Contribution Date, the Borrower will immediately notify FCM prior to the making of the payment by FCM.</p>
<input type="checkbox"/>	<p>The Borrower agrees that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.</p>
<p>Signature: _____ Date: _____</p>	

Final Grant Contribution	
	<p>I, [Instruction: insert the name of a person named in the certificate of incumbency and authority], the [Instruction: insert the title], of the Borrower certify and confirm that the Borrower is requesting the Final Grant Contribution and that the Borrower has satisfied each condition of contribution listed in this table.</p> <p>A check mark has been placed to the left of each row to demonstrate that the Borrower has met each condition, by providing the required confirmation, information or documentation.</p>
<input type="checkbox"/>	The Borrower would like to receive the Final Grant Contribution on [Instruction: insert date]
<input type="checkbox"/>	<p>The Borrower would like the Final Grant Contribution to be disbursed (pick one option):</p> <p><input type="checkbox"/> to the following account:</p> <p>Name of Bank: [redacted] Address of Bank: -complete with city, province and postal code-- Telephone no. of Bank: ###-###-#### Bank SWIFT no.: [redacted] [e.g. NOSCCATTOTT] Bank no.: ### [3 Digits] Transit no.: ##### [5 Digits] to the credit of Borrower's Account no.: [redacted]</p> <p>OR</p> <p><input type="checkbox"/> by cheque payable to the Borrower, sent to the following address [redacted], to the attention of [redacted].</p>
<input type="checkbox"/>	I am attaching the Environmental Results Report in the form of Schedule H, verified by a qualified third party acceptable to FCM, that FCM can post on its public website, which does not infringe a third party's copyright and does not contain any Confidential Information.
<input type="checkbox"/>	The Project conforms to the Project description set out in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The Borrower satisfied the following additional conditions, imposed by the FCM board of directors: no additional conditions imposed.
<input type="checkbox"/>	<p>Certificate of Incumbency and Authority (pick one):</p> <p><input type="checkbox"/> there are no changes to the Certificate of Incumbency and Authority in the form of Schedule C; or</p> <p><input type="checkbox"/> I am attaching an updated Certificate of Incumbency and Authority in the form of Schedule C.</p>
<input type="checkbox"/>	The Borrower has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Ontario and of Canada in order for the Borrower to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Borrower will be true on and as of the Final Grant Contribution Date with the same effect as though such representations and warranties have been made on and as of the Final Grant

	Contribution Date.
<input type="checkbox"/>	All covenants and other obligations of the Borrower in the Agreement to be performed or complied with as of the Final Grant Contribution Date have been performed or complied with as of the Final Grant Contribution Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Borrower to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Borrower has occurred.
<input type="checkbox"/>	No Event of Default with respect to the Borrower has occurred and is continuing.
<input type="checkbox"/>	All of the conditions contained in Article 6 of the Agreement, to be performed or satisfied by the Borrower on the Final Grant Contribution Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the Final Grant Contribution Date, the Borrower will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	I agree that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.
Signature: _____ Date: _____	

SCHEDULE C: Form of Certificate of Incumbency and Authority

[LETTERHEAD OF THE BORROWER]

[Address]

[Date]

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

Attention: Ms. Nathalie Lapointe
 Project Officer

Ladies and Gentlemen:

Re: Green Municipal Fund – Project No. 15982 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Township of Wellington North (“Borrower”) (the “Agreement”)

Certificate of Incumbency and Authority

I, the [XXXXXX] of the Borrower, with the authority of its municipal council, hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and shall continue to be (until you receive authorized written notice from the Borrower that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Borrower a Request for Loan Disbursement and/or Grant Contribution provided for in the Agreement;
- to sign the agreements, certificates and other instruments provided for in the Agreement; and
- to take, do, sign or execute in the name of the Borrower, any other action required or permitted to be taken, done, signed or executed under the Agreement and under any other agreement to which the Borrower is a party:

No.	Name	Specimen Signature	Office
1.		_____	
2.		_____	

Yours truly,
 Corporation of the Township of Wellington North

per: _____
 [XXXXXX], Authorized Representative*
I have authority to bind the Borrower herein

SCHEDULE D: Form of Legal Opinion

[LETTERHEAD OF BORROWER'S COUNSEL]

[Address]
[Date]

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

Attention: Ms. Nathalie Lapointe
Project Officer

Ladies and Gentlemen:

Re: Green Municipal Fund – Project No. 15982 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Township of Wellington North (“Borrower”) (the “Agreement”)

We have acted as counsel for the Borrower in connection with the loan and grant which you have agreed to extend Borrower subject to the provisions of the Agreement.

In acting as such counsel, we have examined the following documents:

1. the debenture issued in connection with the Loan, dated **XXXX** (the “**Debenture**”);
2. the by-laws of the Borrower’s council authorizing it to enter into the Agreement and to issue and deliver the Debenture in connection with the Loan, dated **XXXX** (the “**Borrowing By-Law**”);
3. such other records and documents as we have deemed necessary or appropriate for the purposes of this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Borrowing By-Law has been properly passed and is within the legal powers of the Borrower.
2. The Debenture is a direct, unsecured, joint and several obligation of the Borrower, and ranks concurrently and equally in respect of payment of principal and interest thereon with all other debentures of the Borrower except as to the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. The Debenture has been duly authorized and issued by the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable against it in accordance with its terms but subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act* (Ontario), as amended.

Yours truly,

[Signature of Counsel]

SCHEDULE E: Audit Requirements

Part 1: Scope of Financial Audit

The scope of the Financial Audit must involve the following:

1. The Eligible Costs were incurred for the purposes set out in the Agreement in amounts that are reasonable and eligible for reimbursement according to the terms and conditions of the Agreement and are supported by proper documentation. **In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must: (a) qualify as “Eligible Costs” as defined in Part 2 of Schedule A to this Agreement and (b) have been incurred on or after May 1, 2018.**
2. The auditors must use the Form of Audit Report attached as Part 2 of this Schedule E.
3. The auditors must provide adjustments as required by Part 3 of this Schedule E.

SCHEDULE E: AUDIT REQUIREMENTS

Part 2: Form of Audit Report

[LETTERHEAD OF BORROWER'S AUDITOR]

[Address]

[Date]

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

Attention: Ms. Nathalie Lapointe
Project Officer

Ladies and Gentlemen:

Re: Green Municipal Fund – Project no. 15982

We have audited the accompanying statement of expenses of the Municipality of _____ (the “Borrower”) relating to GMF - Project no. **15982** (the “Statement of Expenses”) for the **XXXX**-month period **[Instruction: Insert no. of months needed by the Borrower to complete the Project]** from **XXX** day of **XXXXX**, 200X to **XXX** day of **XXXXX**, 200X prepared by management based on the Loan and Grant Agreement between the Federation of Canadian Municipalities (“FCM”) as Trustee and the Borrower (the “Agreement”).

Management's Responsibility for the Statement of Expenses

Management is responsible for the preparation of the schedule in accordance with the Agreement, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial information in the statement of expenses of the Borrower for the ~~XXXX~~-month period [Instruction: Insert no. of months needed by the Borrower to complete the Project] from ~~XXX~~ day of ~~XXXXXX~~, 200X to ~~XXX~~ day of ~~XXXXXX~~, 200X is prepared, in all material respects, in accordance with the Agreement.

Basis of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to note ~~XXXX~~ to the schedule, which describes the basis of accounting. The schedule is prepared to assist the Borrower to comply with the reporting requirements of the Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for FCM and management of the Borrower and should not be distributed to parties other than FCM and the Borrower.

(To be signed by the Auditor)

SCHEDULE E: AUDIT REQUIREMENTS

Part 3: Form of Statement of Expenses

Green Municipal Fund – Project No. 15982 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Township of Wellington North (“Borrower”) (the “Agreement”)

Eligible Costs¹ for the period beginning May 1, 2018 and ending XXXX, XXXX, 200X

	Claimed amounts	Adjustments	Audited Amounts
Administrative			
Advertising			
Audit			
Capital Costs (provide details):			
[item]			
[item]			
[item]			
Total Capital Costs			
Equipment			
Meeting and Public Gathering			
Services			
Transportation, Shipping and Courier Charges			
Travel and Accommodation			
Sub-total Eligible Costs			
In-Kind (maximum 10% of other Eligible Costs)			
Total Eligible Costs			

Yours truly,
Corporation of the Township of Wellington North

by _____
XXXXXX, Authorized Representative*

*As named in the Borrower's last Certificate of Incumbency and Authority

SCHEDULE F: Form of Project Progress Report

¹ In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must qualify as “Eligible Costs” as per Part 2 of Schedule A.

REQUIREMENT: Please submit your Project Progress Report by e-mail to the GMF Project Officer.

- You are required to submit this report before the date that is half way between the date on which the Agreement was signed and the Project Completion Date indicated in the Agreement. For example, if the Agreement is signed on January 1, 2011, and the Project Completion Date indicated in the contract is January 1, 2013, you must submit this report before January 1, 2012. At the time when you request the single loan disbursement, you will submit a Project Completion Report (see Schedule G).
- You are also required to submit this report any time that FCM requests that you submit a Project Progress Report.

PURPOSE: Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an interview with the Project lead.

COPYRIGHT: Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

CONFIDENTIALITY: If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "Confidential" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

CONTENT OUTLINE: Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this report from the GMF Project Officer.**

Project information

GMF number: 15982

Name of funding recipient: Corporation of the Township of Wellington North

Project title: Arthur Wastewater Treatment Plant (WWTP) Upgrade

Date of Project Progress Report: [REDACTED]

Project status

1. Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule A. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple disbursements), your summary should build on the information you included in your previous report.
2. Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)? If so, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
3. When do you expect to complete the Project (month/year)? Is this the same date as the Project Completion Date indicated in Article 2 of the Agreement?

Lessons learned to date

1. Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
2. What barriers have you encountered so far and what solutions have you implemented to address them?
3. If you were planning this type of Project again, what would you do differently, knowing what you know now?
4. Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
5. What advice would you give to someone in another community undertaking a similar project?

Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

1. Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering Project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

2. Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:
 - a) A caption describing what is featured in the photo.
 - b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
 - c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**

SCHEDULE G: PROJECT COMPLETION REPORT

Part 1 – Instructions

REQUIREMENT: You must submit a Project Completion Report as a condition of the Final Loan Disbursement.

PURPOSE: Your Project Completion Report has three purposes:

1. **Project tracking:** This report enables FCM to confirm that your project was completed as described in the Agreement.
2. **Reporting on the impacts and lessons learned during the construction of the project:** This report includes any environmental, social and economic results as well as lessons learned during the *planning, design and construction of the project*. Ensure that you include in the report any processes or techniques that were implemented at these stages to address triple bottom line impacts. This could include dust minimization measures or the onsite use of electric vehicles instead of gas powered. All environmental, social and economic results *from the operation* of the project will be reported under a separate Environmental Results Report in the form set out in one of the schedules to the Agreement.
3. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Completion Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM will post your reports on its website at the approved projects database². This is the part of the GMF website which is most frequently visited. Your report will assist FCM in producing other materials related to your project, including a GMF case study. In addition, other municipalities may view your project completion report to improve the success of their project.

COPYRIGHT: You must hold the copyright to the reports that you submit to us and provide FCM with rights to reproduce and distribute it as set out in the Agreement.

CONFIDENTIALITY: If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**". FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties.

CONTENT OUTLINE: Your Project Completion Report should be approximately **9 to 15 pages long**; some reports may be longer or shorter depending on the complexity of the Project. While there are no maximum word counts for each section, the most pertinent section of the report – Lessons Learned – should be given more weight.

² <http://www.fcm.ca/home/programs/green-municipal-fund/funded-initiatives.htm>

SCHEDULE G: Project Completion Report

Because your report may be read by non-technical municipal staff and similar readers, please assume a low to moderate level of technical knowledge and a preference for clear, direct and focused writing. Use simple language, and explain any highly technical terms or acronyms that are used.

REPORT FORMAT: Please request an electronic Form of Project Completion Report from the GMF Project Officer and submit your report in either .doc or .pdf (searchable) format. A scanned copy of the Project Completion Report will not be accepted. FCM endeavors to collect the most relevant project information and as such may amend the Form of Project Completion Report from time to time. If so, FCM will provide you with the latest Form of Project Completion Report.

SCHEDULE G: Project Completion Report

Part 2 –Project Completion Report Form

Project information

GMF number: 15982

Name of funding recipient: Township of Wellington North, ON

Project title: Arthur Wastewater Treatment Plant (WWTP) Upgrade

Date of Project Completion Report: [REDACTED]

Project Construction Start Date (MM/DD/YYYY): [REDACTED]

Project Substantial Completion Date (MM/DD/YYYY): [REDACTED]

Total Project Cost (Actual): [REDACTED]

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QUESTIONS:

Project implementation

1. Was the Project implemented as outlined in the contract (or as amended)? Please identify any substantial changes, explaining why they happened (e.g. getting a new system to operate correctly, delays due bad weather, labour availability, etc.) and their impact on the project (e.g. higher overall costs, more staff training required, etc.).

Lessons learned

INSTRUCTIONS:

Lessons learned refer to knowledge gained from the Project that can be applied to other situations. For this report, GMF is interested in the lessons learned from the design, planning and construction phases of the project.

Answers in this section may refer to **positive** experiences (i.e. what worked or went well, and could serve as a model for future projects) or **negative** experiences (i.e. what didn't work, or went poorly, and should be avoided in future projects).

2. Describe what worked well and what did not work well, and why, for the project elements below, include a description of any solutions implemented to address challenges?
 - a. Design, procurement and contracting:

SCHEDULE G: Project Completion Report

- b. Consultation and community engagement (prior to and during construction):
 - c. Construction of the project
 - d. Completing the project on time and on budget.
3. Describe your experience (e.g. trade-offs, surprises) when choosing a particular approach, technology or solution for this project. What would you do differently?
 4. Has the business case associated with the project changed since the planning stage (e.g. change in the level of service delivered by the project, expected revenues, capital or operating costs or payback, etc.)? Could anything have been done to better understand the business case at the application stage?
 5. Did you use any approach(es), that are not business as usual over the course of the Project (e.g. decision making approach, consultation methodology, non-typical procurement, full-cost accounting)? Were there any benefits or drawbacks of this approach?

Sustainable Design and Construction:

6. In your GMF application, you noted that the project would have sustainable design and construction measures as set out in column B of the table below.

Please complete the table below by inserting into column C the following information:

- Did the project implement the measures as described?
- Describe the effectiveness of the measures?
- Please provide reasons for any changes to the measures?
- Please include any measures that were taken beyond what you committed to in the application from.

A	B	C
Sustainable Design and Construction Element	As described in your GMF Application	Describe the Implementation of the Measure (one paragraph)
Sustainable Design and procurement		
Environmental considerations integrated at the design stage		

SCHEDULE G: Project Completion Report

Green procurement		
Site Characteristics		
A remediated brownfield or underutilized site (i.e. is not a green field).		
Existing buildings/ infrastructure / equipment is used	<ol style="list-style-type: none"> 1. Reuse of existing wet well at the Frederick PS as emergency overflow storage facility; 2. Refurbish existing building at the Frederick PS to an electrical room; 3. Reuse most of the existing infrastructure and equipment at the Arthur WWTP. 	
Avoids, protects or enhances sensitive environmental areas	For effluent forcemain construction - using directional drilling instead of open cut method in the sensitive environmental area	
Utilize natural systems to provide environmental benefits within the project (e.g. wetlands)		
Does not contribute to urban sprawl		
Part of the urban transport network and encourages the use of sustainable transportation		
Construction activities:		
Reuse of available construction material on-site	Converting the Equalization Tank in Phase 1 to a secondary treatment unit in Phase 2 will reuse the construction materials.	
Use of construction materials with recycled content		
Construction Waste management including diverting construction waste from the landfill through recycling and re-use (off-site)		
Minimize expected impacts of construction activities (e.g. dust minimization, minimise soil erosion)	Part of the effluent forcemain construction will use directional drilling instead of open cut method to minimize the site disturbance	
Biodiversity and ecosystem protection		

SCHEDULE G: Project Completion Report

Consideration of renewable energy	The Level Indicating Transmitter at the storage lagoon will utilize solar panel for power	
-----------------------------------	---	--

Environmental, Social and Economic Outcomes:

7. Please describe any additional environmental, social and economic outcomes your Project has achieved during the design, procurement and construction phases.

Project Champion:

8. Do you have a Project champion who has been instrumental to the Project to date (design, procurement, construction)? If so, please include his or her name, title and contact information, and describe his or her role in the Project.

Next steps

9. Please describe any steps you have taken or plan to take to ensure that the people, internal groups or other key stakeholders that are important to the operation of the project adopt the necessary behaviours and other practices to ensure successful performance?
10. Have the systems and technologies been established for measuring and monitoring the performance of the project during operation

Publicity

11. Briefly describe any recognition, media coverage, awards, or public support the Project has received to date.

Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other communication vehicles.

1. Identify and attach any materials resulting from the Project that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water conservation project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

SCHEDULE G: Project Completion Report

2. Attach five high-quality photographs of the Project. Where possible, include photos that feature people in action, illustrate the progress of the project, or feature “before” and “after” perspectives. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size).

For each photo, please include:

- a) A caption describing what is featured in the photo.
- b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
- c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**

SCHEDULE H: Environmental Results Reporting

Introduction

The Environmental Results Report (ERR) has two parts:

Part 1 consists of a plain-language summary of the environmental benefits and co-benefits of the project (including social and economic outcomes), as well as a description of the lessons learned from **the operation of the project** (which are distinct from the lessons learned at the design, procurement and construction phases of the project).

Part 2 consists of documenting analytical data in the Environmental Results Tables to quantify the actual environmental benefits and impacts of the project. You must enter data for indicators listed in Part 2 of this schedule (Schedule H). Please include other (optional) indicators if the data is collected.

You must submit an ERR in this format as a condition of the Final Grant Disbursement. If the ERR is not completed to the satisfaction of FCM, FCM might ask for additional information, data collection and/or a new ERR to be submitted.

Copyright

You must hold the copyright to the reports that you submit to us, as indicated in the footer of this form, and provide FCM with rights to reproduce and distribute it as set out in the Agreement.

Confidentiality

If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**". FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties.

Report format

Please request an electronic Form of ERR from the GMF Project Officer and submit your report using the format in this Schedule in MS Word format (.doc or .docx) or PDF (searchable) format. A scanned copy of the ERR will not be accepted. FCM endeavors to collect the most relevant project information and as such may amend the Form of ERR from time to time. If so, FCM will provide you with the latest Form of ERR.

SCHEDULE H: Environmental Results Reporting

Environmental Results Report

GMF number: 15982

Name of funding recipient: Township of Wellington North

Project title: Arthur Wastewater Treatment Plant (WWTP) Upgrade

Date of Environmental Results Report: [REDACTED]

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Part 1: Summary and lessons learned

Project Summary

1. Please describe the environmental results that your project achieved in relation to what was anticipated. Include any secondary positive and negative environmental outcomes (e.g. more energy use in treating wastewater or fewer toxic chemicals used in a green cleaning program). Please note that Part 2 of this ERR includes tables for reporting on the quantitative environmental results as selected in your application.
2. Please describe the key reasons for the project achieving or not achieving the anticipated environmental results.
3. Do you have a project champion who has been instrumental to the project to date, particularly the **operation** of the project? If so, please include his or her name, title and contact information, and describe his or her role in the project.

Lessons learned

Lessons learned capture knowledge gained from the project that can be applied to other situations or projects. For this report, GMF is interested in the lessons learned from the **operation** of the project.

Answers in this section may refer to positive experiences (i.e. what worked, or went well, and could serve as a model for future projects) or negative experiences (i.e. what didn't work, or went poorly, and should be avoided in future projects). **Lessons learned can help those in other municipalities to address similar issues in their communities.**

4. Focusing on the operations phase of the project (since substantial completion):

SCHEDULE H: Environmental Results Reporting

- Please describe what worked well and what did not work well and why.

 - Please include a description of any solutions implemented to address challenges encountered during the operation of the project.

 - Please describe any benefits or drawbacks of any practices (e.g. educational programs, incentives, staff training, etc.) or technologies (e.g. monitoring sensors and meters, use of waste energy, energy efficient technologies etc.) used in the operation of the project.
5. For the consultation and community engagement (post-construction and operation):
- Please describe what worked well and what did not work well and why.

 - Please include a description of any solutions implemented to address challenges related to consultation and community engagement.
6. To what extent is this project meeting the needs (e.g. levels of service, quality of service, number of users, etc.) of the community, as anticipated in the planning stage ?
7. What advice specifically related to the **operation** of this project would you give to someone in another community undertaking a similar project?
8. What knowledge did you gain from the **operation** of this project? Knowledge gained may:
- be **technical** (e.g. “the new heating system required several rounds of staff training to achieve optimal operations”)
 - relate to **economic performance / cost-benefit** (e.g. “geothermal energy is not cost-effective in buildings under X square metres”)
 - relate to **processes** (e.g. “offering regular public tours of the facility has improved acceptance and support for the project in the operations phase”)

SCHEDULE H: Environmental Results Reporting

9. Please describe any other key success factors and/or best practices that you observed during the operation of the project.

Community benefits

10. In your GMF application, you noted that the project would have economic and social benefits set out in Column B of the following tables below.

Please complete the table below by describing in Column C the economic benefits achieved **since substantial completion** of the project. Please complete for all that apply in the list below. If there are additional economic benefits, please describe these in the last row of the table.

Figure 1 – Economic benefits

A	B	C
Economic benefit	As described in your GMF application	Describe the economic benefits achieved (one paragraph) If the result is different than what was expected in the application form, please indicate why
Increased return on investment		
Deferred or avoided capital expenditures		
Decrease in facility operating or maintenance costs		
Extended lifespan for facility		
Increased municipal revenue streams (e.g. property tax, user fees, etc.)		
Lower taxes		
Stimulus for local economy (use of local business, capacity for local business development)	Wellington North has recently endorsed a Community Growth Plan (CGP) as the local Growth Management Strategy to accommodate the anticipated population and employment growth to the year 2041. Based on the Wellington County Population, Household and Employment Forecast Wellington North is expected to experience significant growth as follows: - 45% Population growth from 11,950 residents to 17,170,	

SCHEDULE H: Environmental Results Reporting

A	B	C
Economic benefit	As described in your GMF application	Describe the economic benefits achieved (one paragraph) If the result is different than what was expected in the application form, please indicate why
	<ul style="list-style-type: none"> - 43% Housing increase from 4,450 units to 6,360 - 60% Employment growth from 6,020 jobs to 9,620. 	
Increased employment options or job retention	<p>Over the past five years Wellington North has experienced strong employment growth and has a high ratio of employment to population at approximately 1 job for every 1.75 persons, and is well-positioned to continue to be a destination for a range of employment opportunities through intensification of existing businesses and new business development.</p> <p>Population-related employment (PRE), including population-serving jobs and work-at-home employment, are also expected to increase with the growth of the population and while we expect to see balanced growth in both our urban areas of Mount Forest and Arthur our expectation is a significant portion of the early growth and related Economic benefit will occur in Arthur once the current servicing constraints at the AWWTP are resolved.</p>	
Increased transit ridership		
Attraction of new businesses		
Other (please specify)		

11. Please complete the table below by describing in Column C the social benefits achieved as a result of the **operation** of the project. Please complete for all that apply in the list below. If there are additional social benefits, please describe these in the last row of the table.

Figure 2- Social benefits

A	B	C
---	---	---

SCHEDULE H: Environmental Results Reporting

Social benefits	As described in your GMF application	Describe the social benefit achieved (one paragraph) If the result is different than what was expected in the application form, please indicate why
Improvements to public health		
Improvements to public safety		
Improvements to community quality of life	<p>The Community Growth Plan has also established a Vision and Goals which were developed based on extensive community input and have been endorsed by the project Steering Committee of residents, stakeholders and County Planning Staff, and by Township Council.</p> <p>The Vision and Goals include support for complete community development, participation and well-being, inclusiveness, wellness, and accessibility through providing for a range of housing, jobs and services that meet local needs.</p> <p>Our 2041 Vision portrays Wellington North as a place for everyone where a high quality of life is supported and defined by:</p> <ul style="list-style-type: none"> - A sense of community with active volunteers, local leaders, government and service providers working together to support capacity building, engagement, participation and well-being; - A range of housing, jobs and services that meet local needs, focused within Arthur and Mount Forest as complete communities and service centres; - A strong and diverse economy that has grown within settlement areas and in agricultural, rural and related business sectors; - Healthy natural, social and built environments that promote conservation of land and 	

SCHEDULE H: Environmental Results Reporting

A	B	C
Social benefits	As described in your GMF application	Describe the social benefit achieved (one paragraph) If the result is different than what was expected in the application form, please indicate why
	<p>resources, community wellness, safety, inclusiveness and a range of recreation opportunities;</p> <ul style="list-style-type: none"> - Infrastructure, facilities and services that are cost-effective, optimally used, technologically advanced, environmentally responsible and resilient; - Connected, multi-modal transportation options that safely and efficiently move people and goods, offering choice and convenience for all; - Small town atmosphere and rural landscape character with a rich cultural and built heritage that is recognized and celebrated. <p>In order to deliver on this Vision and related Goals the upgrade of the AWWTP is our highest priority program.</p>	
Increased opportunities for community engagement		
Increased public education or awareness		
Community revitalization		
New housing and infrastructure		
New or enhanced public space or public facilities		
Improved access to recreation and physical activities		
Reduced urban sprawl		
Increased civic pride, ownership and participation		
Improved quality and efficiency of service provision to residents		
Reduced opportunities for crime		
Other (please specify)		

SCHEDULE H: Environmental Results Reporting

Measurement and reporting

12. The questions below relate to measuring and reporting on the environmental parameters required in Part 2 of this report.

- a. Describe your approach to performance measurement and monitoring for the project since substantial completion.

- b. Please comment on the ease or difficulty of measuring and reporting on the environmental parameters required in Part 2 of this report. (For example: Were the measures that GMF asks you to report in Part 2 difficult or expensive to obtain? Did you require outside expertise or special tools or software?)

- c. Would you collect this information for your own purposes, if it were not required by GMF?

- d. Please provide an estimate of the additional incremental staff time it took to complete parts 1 and 2 of the ERR. (For example, if this report was able to use much of the same information from your other reporting requirements but took an additional five hours to completed then the additional incremental time needed to complete the GMF reporting would be five hours.)
 - 1–10 hours
 - 11–20 hours
 - 21–30 hours
 - 31–40 hours

If more than 40 hours in additional incremental time, please specify: _____

- e. Please provide an estimate of the additional incremental cost to hire outside expertise to complete parts 1 and 2?
 - \$0
 - \$1–\$4,999
 - \$5,000–\$9,999
 - \$10,000–\$19,999
 - \$20,000–\$29,999

If more than \$30,000 in additional incremental costs, please specify: _____

- f. What suggestions do you have, if any, to make the ERR easier for future recipients of GMF funding to complete?

SCHEDULE H: Environmental Results Reporting

PART 2: ENVIRONMENTAL ANALYTICAL RESULTS TABLES

The Recipient must provide Environmental Results Tables based on a measurement and verification report (or equivalent) prepared by a third-party environmental consultant to interpret the actual environmental benefits achieved by the project. These reported environmental results must be based on twelve (12) consecutive months of operation unless confirmed in writing by FCM.

Any reference documents that form the basis of data reported in the tables must also be provided (e.g. any engineering or environmental studies, annual reports, modeling assumptions, technical specifications or literature, and measurement or estimation techniques details). Any documents which are not provided will need to be provided upon request by GMF.

In the tables below, please summarize the anticipated and actual environmental benefits and co-benefits listed in Schedule A, part 1 of the contract as per the indicators listed below. You may include other indicators if the data is collected.

Each indicator table includes columns to record:

1. The baseline or business as usual case
2. The anticipated results of the project
3. A revised baseline (if applicable)
4. A revised anticipated result of the project (if applicable)
5. An actual result of the project

The columns corresponding to 1 and 2 above should have already been filled out with the data found in Schedule A Part 1, which is based on data from your application form.

Columns corresponding to 3 and 4 above are usually filled in identically to columns 1 and 2. However, they will need to be completed with updated information if:

- a) the baseline and/or the anticipated project results have changed due or
- b) more accurate information has been discovered since the time of application.

If you provide revised baseline and anticipated project information, you must also justify and explain why the baseline and project results are being revised. Please note that these revisions are only intended to reflect changes external to the scope of the project which may influence the measurement. Examples include:

- A significant increase / decrease in population when the performance of a project is dependent on population and results are reported as a total (waste diverted, water consumption, waste water production, etc.)
- A change in the project design which impacts the project performance compared to the anticipated performance of the project from the application (e.g. the final as constructed building is changed from the preliminary design)
- Exceptionally unusual weather which causes a departure from an energy model based on historical weather.

Please consult with GMF staff if you think this applies to your project. Columns corresponding to 5 above should be filled with actual results achieved by the project.

SCHEDULE H: Environmental Results Reporting

Indicator – Wastewater quality and quantity

This indicator reflects changes in wastewater quality parameters that may be detrimental to the aquatic environment.

Specific contaminants measured and reported will vary depending on the project type and particular areas of concern that were addressed. Additional parameters such as total phosphorus, ammonia, pH, fecal coliforms, and temperature should also be reported if they are being monitored as part of the project. Supporting documentation for wastewater would include any regulatory reporting or annual reports submitted to government as part of the municipality's regulatory reporting requirement.

Wastewater Treatment Quality and Quantity							
A	B	C	D	E	F	G	H
Pollutant / Parameter	Regulatory Effluent Requirements	Units	Baseline	Anticipated	Revised Baseline (If Applicable)	Revised Anticipated (If Applicable)	Actual
CBOD5	25	mg/L	10	5	(C) or Adjusted amount	(D) or Adjusted amount	
TSS	25	mg/L	10	5	(C) or Adjusted amount	(D) or Adjusted amount	
Total Residual Chlorine (N/A if not used)	N/A	N/A	N/A	N/A	N/A	N/A	
Total Wastewater flow	N/A	m3/yr	534,725	678,900	(C) or Adjusted amount	(D) or Adjusted amount	
Total Phosphorus	N/A	mg/L	1	0.25	(C) or Adjusted amount	(D) or Adjusted amount	
Total Ammonia Nitrogen	N/A	mg/L	1.5	0.5	(C) or Adjusted amount	(D) or Adjusted amount	

Indicator – Energy consumption

This indicator measures the change in the amount of energy consumed including electricity from the grid, renewable and non-renewable energy and amount of fuels consumed in a transportation project. Changes in energy consumption result from actions to increase energy efficiency or avoid usage. Anticipated and actual results must be expressed in gigajoules (GJ).

Source units (kWh, m3, tonnes, liters etc.) must be converted to gigajoules for inclusion into the summary table. The unit converter at the following link may be used to convert source units to GJ:

<http://oee.nrcan.gc.ca/commercial/technical-info/tools/gigajoule.cfm>

This section also allows us to determine the amount of greenhouse gases (GHGs) released from energy use. Actual results are expressed in kilograms of carbon dioxide equivalent per year (kg CO₂e/year).

Please update the emission factors as needed or use the same emissions factors that were used at the time of application (see Schedule A part 1). However if under any circumstances (a fuel source not-contemplated in the application is used in the project, for example) a new emissions factor must be introduced it should come from a recognized source. One example is provided below:

List of emission factors for fuel combustion:

<http://www.ec.gc.ca/ges-ghg/default.asp?lang=En&n=AC2B7641-1>

Specific to Energy Efficiency in Buildings:

SCHEDULE H: Environmental Results Reporting

Baseline and Actual: The processes for establishing a baseline and measuring actual results for new versus existing buildings are different.

- The baseline for upgrades/retrofits to **existing** buildings should be the actual energy usage prior to the upgrades. The actual results should be the measured energy usage after project completion.
- The baseline for **new** construction, (or for existing buildings that undergo significant changes in utilization, size, or other factors) should be established by simulating an equivalent building constructed per the MNECB. The actual results should be the actual measured energy usage after project completion. The actual energy use can be based on utility bills and/or metered energy use.

As specified earlier, the data associated with Part 2 of the ERR including the amount of energy use will need to be completed by an independent third party or verified by an independent third party. For example, projects seeking the M&V (measurement and verification) credit specified in the LEED™ rating system are required to carry out monitoring activities for measuring actual results. Therefore, if available, recipients could use data from such reports to prepare this environmental results report.

The project's performance on actual energy use will be compared to the project's anticipated energy use from energy modelling. Any differences between the actual measured energy use and the anticipated final energy use of the project (based on energy modelling) will also need to be explained in part 1 of the ERR. If you have any questions about your reporting requirements, please contact GMF staff.

Energy Consumption: Part I Energy Sources and Consumption								
A	B	C	D	E	F	G	H	I
System Measured	Energy Source (e.g. Electricity, Natural Gas, solar, etc.)	Baseline Consumption (Pre Project)	Anticipated Energy consumption after Project Completion	Revised Baseline (if applicable)	Revised Anticipated (if applicable)	Actual After Project Completion	Net Anticipated Reduction	Net Actual Reduction
		GJ/yr	GJ/yr	GJ/yr	GJ/yr	GJ/yr	GJ/yr (E - F)	GJ/yr (E - G)
Aeration Blower Upgrades	Electricity from the grid	1,316	524	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)
Total fossil fuel and electricity from the grid		1,316	524	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)
Total energy consumption		1,316	524	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)

Energy Consumption: Part II Greenhouse Gas Impacts							
		J	K	L	M	N	O
System Measured	Energy Source (e.g. Electricity, Natural Gas, solar, etc.)	Emissions Factor	Revised Baseline	Revised Anticipated	Actual After Project Completion	Net Anticipated Reduction	Net Actual Reduction
		kg CO _{2e} / GJ	kg CO _{2e} / yr (J * E)	kg CO _{2e} / yr (J * F)	kg CO _{2e} / yr (J * G)	kg CO _{2e} / yr (K - L)	kg CO _{2e} / yr (K - M)
Aeration Blower Upgrades	Electricity from the grid	26.67	(J * E)	(J * F)	(J * G)	(K - L)	(K - M)
Total GHG Emissions		N/A	[Sum]	[Sum]	[Sum]	(K - L)	(K - M)

SCHEDULE I: Project Signage Specifications

1. Signage during construction or implementation

The Municipality must affix signage, in content, form and manner acceptable to FCM, recognizing GMF and GoC assistance, wherever other funders are recognized during the construction or implementation phase. This may include signage at construction sites or on vehicles and equipment. This should be done through use of the FCM Green Municipal Fund logo.

2. Signage after construction or implementation

The Municipality must affix permanent signage, in content, form and manner acceptable to FCM, recognizing GMF and GoC assistance. This may take the form of an appropriately placed plaque on buildings accessible to the public, or decals or other lettering on vehicles or equipment visible to the public. The signage must be made of a durable material suitable to weather exposure. The signage must include the FCM Green Municipal Fund logo combined with the text below. The logo should be at least fifteen centimetres wide. The text must be at least 40-point font.

This project was carried out with assistance from the Federation of Canadian Municipalities' Green Municipal Fund, an endowment created by the Government of Canada.

and/
or

Ce projet a été réalisé grâce au soutien financier du Fonds municipal vert, une dotation du gouvernement du Canada à la Fédération canadienne des municipalités.

3. Use of the FCM Green Municipal Fund logo

High-resolution logos will be supplied by FCM staff. The logo must never be reproduced less than four centimetres wide.

Colour signage is not required, but where colour is used, the official FCM Green Municipal Fund corporate colours must be applied.



4. Questions

FCM's Green Municipal Fund supports many types of initiatives. These guidelines may not anticipate all potential forms of recognition. To discuss specific applications of these guidelines, please contact GMF at 613-907-6208 or at gmf@fcm.ca.

SCHEDULE J: Form of Certificate of Financial and Debt Compliance

[LETTERHEAD OF THE BORROWER]

[Address]
[Date]

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

Attention: Ms. Nathalie Lapointe
Project Officer

Ladies and Gentlemen:

Re: Green Municipal Fund – Project No. 15982 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Township of Wellington North (“Borrower”) (the “Agreement”)

Certificate of Financial and Debt Compliance

I, **XXXXXXXXXXXXXXXXXX [Borrower: insert name of CFO or Controller]**, **XXXXXXXXXXXXXXXXXX [Borrower: insert title (should be a CFO, Controller or equivalent)]**, certify the following:

1. I have reviewed the financial statements provided pursuant to Section 6.01(k)(iii) of the Agreement and confirm that no financial or debt Event of Default has occurred and is continuing or, if any such Event of Default has occurred and is continuing, I am specifying the nature and extent thereof. **[Instruction: describe the Event of Default]**

2. The attached calculations, which include reasonable detail, demonstrate compliance with the provisions of Section 6.02(c) of the Agreement at the end of the most recently completed fiscal year. **[Instruction: attach calculations]**

Date: _____

Signature: _____

Name
Title

SCHEDULE K: Form of Borrowing By-law

WHEREAS the *Municipal Act, 2001*, as amended (the “Act”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

[AND WHEREAS the Act also provides that all debentures issued under a by-law passed by a regional municipality for its own purposes are direct, joint and several obligations of the regional municipality and its lower-tier municipalities;] **[insert if the Municipality is a Regional Municipality]**

AND WHEREAS the Council of the XXXXX (the “Municipality”) has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“Schedule “A”)” authorizing the capital work described in column (2) of Schedule “A” (the “Capital Work”) and authorizing, *inter alia*, the entering into of a combined loan and grant agreement dated XXXXX for the provision of long term borrowing from the Federation of Canadian Municipalities, as trustee of the Green Municipal Fund (“FCM”) in respect of the Capital Work (the “Financing Agreement”) and desires to issue debentures for the Capital Work in the amount specified in column (3) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work, the Municipality had its Treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to authorizing the Capital Work, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work, by the Ontario Municipal Board was not required;

AND WHEREAS to provide long term financing for the Capital Work pursuant to the Financing Agreement, it is now expedient to issue **[Instruction: Insert rate determined pursuant to Section 2.06 of the Combined Loan and Grant Agreement]**% amortizing debentures in the principal amount of XXXXX in lawful money of Canada, on the terms hereinafter set forth.

NOW THEREFORE THE COUNCIL OF THE MUNICIPALITY ENACTS AS FOLLOWS:

1. For the Capital Work, the borrowing upon the credit of the Municipality of the principal sum of XXXXX and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined (blended) principal and interest as hereinafter set forth, are hereby authorized.
2. The **[Insert position of the head of council]** and the treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued up to the aggregate of the said amount of XXXXX substantially in the form attached as Schedule “B” attached hereto and forming part of this By-law (the “Debentures”). The Debentures shall bear the Municipality’s municipal seal and the signatures of the **[Insert position of the head of council]** and the treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$XXXXX, in the name of FCM or as FCM may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on the maturity date upon presentation and surrender) on such terms as to which the registered holder and the Municipality may agree.

4. The Debentures shall all be dated the [Instruction: Insert date of Loan Disbursement], and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of [Instruction: Insert rate determined pursuant to Section 2.06 of the Combined Loan and Grant Agreement] per annum from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by [Instruction: Insert date] and shall be payable in semi-annual instalments of combined (blended) principal and interest on such days as are set forth in Schedule “C” attached hereto and forming part of this By-law (“Schedule “C”) in each of the years during the currency of the Debentures, as set forth in Schedule “C”.
5. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, Ontario, are not authorized or obligated by law or executive order to be closed (an “**Business Day**”), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
6. If the Municipality defaults in the payment of any instalment of combined (blended) principal and interest at any time appointed for payment thereof, the Municipality shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the principal and interest that is then outstanding at an annual rate that equals the greater of: (a) the sum of (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca effective on the applicable default date plus (B) three point fifty percent (3.50%) per annum or (b), the annual rate in effect on the applicable default date calculated pursuant to section 2.06 plus two point fifty percent (2.50%) per annum, calculated from the date of such default.
7. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days as appropriate.
8. Following [Instruction: Insert mid-point date of Disbursement Term], the Municipality may on any subsequent semi-annual payment date, on not less than thirty (30) days’ notice to FCM, prepay all or part of the principal amount of Debentures that is outstanding on the specified semi-annual payment date, provided it simultaneously pays all accrued interest thereon plus an amount equal to eighteen (18) months of interest calculated pursuant to s. 2.09(b) of the Financing Agreement on the principal amount of the Debentures so prepaid. Notwithstanding the foregoing, the Municipality shall pay an amount equal to twelve (12) months of interest instead of eighteen (18) months of interest if the prepayment occurs on or after the date where three fourths (3/4) of the term of the Debentures has elapsed. Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding principal amount of the Debentures. In the event of a prepayment, FCM shall provide to the Municipality a new amortization schedule effective as of the prepayment date.
9. Each year in which a payment of an instalment of combined (blended) principal and interest becomes due, there shall be raised as part of the general Corporation of the Township of Wellington North levy the amounts of principal and interest payable in each year as set out in Schedule “C” to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
10. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
11. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them

respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

12. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
13. The Debentures will be transferable or exchangeable at the office of the treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture, the **[Insert position of the head of council]** and the treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
14. The **[Insert position of the head of council]** and the treasurer shall issue and deliver new Debentures in exchange or substitution for the Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
15. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
16. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
17. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated,

defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

18. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
19. The [Insert position of the head of council] and the treasurer are hereby authorized to cause the Debentures to be issued, the clerk and the treasurer are hereby individually authorized to generally do all things and to execute all documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
20. The proceeds realized in respect of the Debentures, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work and to no other purpose except as permitted by the Act.
21. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
22. This By-law takes effect on the day of passing.

[Insert position, of the head of council] Clerk

Schedule "A" to Borrowing By-Law

(1)	(2)	(3)	(4)
By-law	Capital Work Description	Amount of Debentures to be Issued	Term of Years of Debentures
XXXXXX	XXXXXX	\$ XXXXXX	

Schedule "B" to Borrowing By-Law

Province of Ontario

[Municipality]

No. XXXXXX

FULLY REGISTERED XXXXX% AMORTIZING DEBENTURE

THE [Municipality] (the "Municipality"), for value received, hereby promises to pay to:

FEDERATION OF CANADIAN MUNICIPALITIES, AS TRUSTEE FOR THE GREEN MUNICIPAL
FUND ("FCM")

or registered assigns, subject to the conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture by the maturity date of this debenture ([Day, Month], 20XX), the principal sum of

XXXXXXXXXX
----- (\$XXXXXXXX) -----

by semi-annual instalments of combined (blended) principal and interest in the manner and in the amounts set forth in the attached amortization schedule (the "Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the [Instruction: Insert date of Loan Disbursement] or from the last date on which interest has been paid on this debenture, whichever is later at the rate of [Instruction: Insert rate determined pursuant to Section 2.06 of the Combined Loan and Grant Agreement]% per annum, in arrears, on the specified dates, as set forth in the Schedule (each, a "Payment Date") in the manner provided in the Conditions. Interest shall be paid on default at the applicable rate set out in the Conditions both before and after default and judgment. The applicable rate of interest, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

This debenture is subject to the Conditions.

DATED at the [Instruction: insert legal name of Municipality] on [Instruction: Insert date of Loan Disbursement].

IN TESTIMONY WHEREOF and under the authority of By-law Number XXXXX-200XX of the Municipality duly passed on [Instruction: Insert date of By-law] (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the [Insert position of the head of council] and the treasurer thereof.

Date of Registration: [Instruction: Insert date of Loan Disbursement]

[Insert position of the head of council] _____ Treasurer

CONDITIONS OF THE DEBENTURE

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons. The Debentures are direct, unsecured and unsubordinated, **[, joint and several] [insert if the Municipality is a Regional Municipality obligations of the Municipality [and its lower-tier municipalities] [insert if the Municipality is a Regional Municipality]**. Notwithstanding any provision to the contrary contained herein, the Debentures shall be issued in minimum denominations of \$5,000,000. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
2. This Debenture is one fully registered Debenture registered in the name of FCM and held by FCM.
3. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
4. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Region on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
5. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
6. The Municipality shall make all payments in respect of semi-annual instalments of combined (blended) principal and interest on the Debentures on each Payment Date commencing on **[Instruction: Date which is six months after Loan Disbursement date (and which matches the first payment date in the amortization schedule)]** (other than in respect of the final payment of principal and outstanding interest on the maturity date upon presentation and surrender of this Debenture) on such terms as the Municipality and the registered holder may agree.
7. Following **[Instruction: Insert mid-point date of Disbursement Term]**, the Municipality may on any subsequent semi-annual payment date, on not less than thirty (30) days’ notice to FCM, prepay all or part of the principal that is outstanding provided it simultaneously pays all accrued interest thereon plus, as a bonus, an amount equal to eighteen (18) months of interest calculated pursuant to s.

2.09(b) of the Financing Agreement on the principal amount of the Debentures so prepaid. Notwithstanding the foregoing, the Municipality shall pay an amount equal to twelve (12) months of interest instead of eighteen (18) months of interest if the prepayment occurs on or after the date where three fourths (3/4) of the term of the Debentures has elapsed. Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding principal amount of the Debentures. In the case of a prepayment of a part of the principal, a new amortization schedule will be provided to the Municipality effective as of the date of the prepayment and such new amortization schedule shall be deemed to replace the amortization schedule which constitutes part of the Debenture in respect of which the prepayment was effected. Upon delivery of such notice, the Municipality shall be obligated to effect prepayment in accordance with the terms of the notice and this section. Any amounts prepaid may not be re-borrowed.

8. If the Municipality defaults in the payment of any instalment of combined (blended) principal and interest at any time appointed for payment thereof, the Municipality shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the principal and interest that is then outstanding at an annual rate that equals the greater of: (a) the sum of (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca effective on the applicable default date plus (B) three point fifty percent (3.50%) per annum or (b), the annual rate in effect on the applicable default date calculated pursuant to section 2.06 plus two point fifty percent (2.50%) per annum, calculated from the date of such default
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days, as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, Ontario, are not authorized or obligated by law or executive order to be closed (an “**Business Day**”), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
11. The Debentures are transferable or exchangeable at the office of the treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder’s duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange to the treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day then such notice may be given on the next following Business Day.
17. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Ottawa, Ontario time.
18. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Schedule "C"

Amortization Schedule

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

BY-LAW NUMBER 108-18

**BEING A BY-LAW TO PERMANENTLY CLOSE A PORTION
OF A ROAD ALLOWANCE ABUTTING 90 SOUTH WATER
STREET KNOWN AS PARTS 1 AND 2 ON REFERENCE
PLAN 60R-2883**

WHEREAS it is deemed to be in the best interests of The Corporation of the Township of Wellington North to permanently close a portion of a road allowance abutting 90 South Water Street known as:

Parts 1 and 2 on Reference Plan 60R-2883, known as 100 Mill Street ("the lands").

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. That portion of the road allowance known as Parts 1 and 2 on Reference Plan 60R-2883, known as 100 Mill Street, Wellington North is hereby permanently closed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3rd DAY OF DECEMBER, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK



Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

Our Cultural Moment for December celebrates the Mount Forest Greenhouses

On the other side of the whimsical green door at the far east end of Durham Street in Mount Forest, lies one of Wellington North's cultural treasures. Around the same time as the arrival of the first snow of the season, the Mount Forest Greenhouse is transformed into a stunning Christmas wonderland.

For the past eight years, owner Richard Quartel has been sharing his artistic talents with the community in the creation of this winter oasis. He is very quick to credit his team of three helpers, who together spend over 600 hours setting up the display. Their skill is showcased in how each of the 25 large trees, and many smaller ones, are decorated in different and equally stunning themes, from rustic woodland to elegant sparkles.



The display is set against a backdrop of antique furniture pieces, a vintage fireplace and a classic blue truck, along with numerous window frames and wooden doors. The tree ornaments, along with fresh holiday plants, flowers, wreaths, garlands, ribbons and other home decorations are for sale, but visitors clearly take joy in wandering through the rich atmosphere filled with seasonal music and imagining the possibilities. Many are loyal year after year.

Mount Forest Greenhouse has been a local family business since it was purchased by Harry Quartel in 1962. It was Richard's mother, Mary, who encouraged him several years ago to develop an opportunity for the Christmas market. She ran it for two years, often bringing in groups to enjoy the setting for afternoon tea. The display continues to grow and what Richard and his team have created is an inspiring cultural gem of which his family and our whole community can be proud.

Step out of the snow and indulge your own creative senses before it closes on Christmas Eve. Here's the Facebook link to a beautiful video to put you in the holiday spirit.

<https://www.facebook.com/mountforestgreenhouse/videos/482388375586531/?q=mount%20forest%20greenhouses>

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

BY-LAW NUMBER 109-18

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 DECEMBER 3, 2018.

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on December 3, 2018 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 3RD DAY OF DECEMBER, 2018.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**