



TOWNSHIP OF MELANCTHON

A G E N D A

Thursday May 1, 2014 - 9:00 a.m.

1. **Call to Order**
2. **Announcements**
3. **Additions/Deletions/Approval of Agenda**
4. **Declaration of Pecuniary Interest and the General Nature Thereof**
5. **Approval of Draft Minutes - April 17, 2014**
6. **Business Arising from Minutes**
7. **Point of Privilege or Personal Privilege**
8. **Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
9. **County Council Update**
 1. Council In Brief - April 10, 2014
10. **Committee Reports**
11. **Correspondence**

*** Items for Information Purposes**

1. AMO Breaking News - April 10, 2014, New AMO Task Force on Police Modernization, Advice from AMO OPP Billing Steering Committee
2. Letter from the Township of Wainfleet, Natasha Devos, Acting Regional Clerk dated April 14, 2014, Re: Motion for Support - Long Term Energy Plan
3. Copy of a Resolution passed by The Corporation Of The Town of Petrolia April 8, 2014, Re: Long Term Energy Plan
4. Ontario Good Roads Association - Heads Up Alert April 14, 2014, Premier Wynne Announces Transit & Infrastructure Funding
5. AMO Communications - Premier Announces \$29 Billion for Transit and Transportation Infrastructure
6. Dufferin County Forest Memorandum from Caroline Mach, County Forest Manager dated April 11, 2014, Re: Annual Report for the Dufferin County Forest
7. Email from Bill Hill, Mayor dated April 21, 2014, Tweet from Monte McNaughton, Re: 92 more wind turbines approved
8. Email from Bluewater Geoscience dated April 22, 2014, Re: Review of Strada Aggregates 2012-2013 groundwater Monitoring Reports
9. AMO Communication - OPP Billing Update and Additional Webinar
10. Email from James Corcoran, Environmental Planner, Ministry of Transportation dated April 15, 2014, Re: Highway 10 Rehabilitation
11. Letter from Wellington Dufferin Guelph Public Health dated April 14, 2014, Re: Wellington-Dufferin-Guelph Public Health's Response to CFIA Rabies Program Changes - effective April 1, 2014
12. Letter from R. J. Burnside & Associates Limited dated April 10, 2014, Re: Drainage Superintendent Services File No.: D-ME-SUP
13. Email from Cornerstone Standards Council dated April 24, 2014, Re: CSC lays the foundation for responsible aggregates - over 2,000 comments received

*** Items for Council Action**

1. Email from Bill Hill, Mayor dated April 15, 2014, Re: Municipal Request for Ombudsman

- Reviews of REA Process
- 2. Email from Vicki McCoy, Funeral Board dated April 17, 2014, Re: Funeral Professionals Week - May 4-11, 2014
- 3. Letter from Grand River Conservation Authority dated April 11, 2014, Water Management Plan Executive Summary - March 2014
- 4. Letter from Bob Chiarelli, Minister of Energy dated April 14, 2014, Update on Local Energy Planning
- 5. Copy of a resolution passed by the Township of Amaranth April 16, 2014, Re: Disposal /Recycling of Feed Bags/Fertilizer Bays/Seed Bags
- 12. General Business**
 - 1. By-law to appoint a Deputy Chief for the Mulmur Melancthon Fire Department
 - 2. Municipal Funding Agreement - Federal Gas Tax
 - 3. Accounts
 - 4. Applications to Permit
 - 5. New/Other Business
 - 1. Discussion regarding a mailing to residents about litter on the Township roads
 - 6. Unfinished Business
 - 1. Action Item # 3 from April 17, 2014 meeting - Mayor Hill and Councillor Malek to provide comments for May 2, 2014 deadline
 - 2. Horning's Mills Park - Hydro One Grant
 - 3. Corbetton LED Streetlight Project
- 13. Road Business**
 - 1. Email from Marcus Mitchell, Bonnefield dated April 14, 2014, Re: Irrigation Pipe Crossing 4th Line
 - 2. Email from Marcus Mitchell, Bonnefield dated April 23, 2014, Re: Irrigation Pipe Road Crossing
 - 3. Accounts
 - 4. Unfinished Business
 - 1. Closure of structure on Melancthon/Southgate Townline
- 14. Delegations**
 - 1. 10:00 a.m. - Bonnefield - B6/13, Zoning By-law Amendment
 - 2. 10:15 a.m. - Bonnefield - B5/13, Zoning By-law Amendment
 - 3. 11:00 a.m. - Public Meeting to consider the Draft Seasonal Road Maintenance By-law
- 15. Closed Session**
- 16. Notice of Motion**
- 17. Confirmation By-law**
- 18. Adjournment and Date of Next Meeting - Thursday, May 15, 2014 - 6:00 p.m.**
- 19. On Sites**
- 20. Correspondence on File at the Clerk's Office**
 - 1. Email from Tanya Bouwers, Shelburne Library dated April 21, 2014, Re: Approved minutes January - March 2014
 - 2. Horning's Mills Hall Board of Management - Minutes from March 11, 2014
 - 3. CDRC Board of Management - Minutes - February 12, 2014

From: Dufferin County <clerks=dufferincounty.ca@mail127.us2.mcsv.net> on behalf of Dufferin County <clerks@dufferincounty.ca>
Sent: April-11-14 12:58 PM
To: Denise
Subject: Dufferin County E-Newsletter- Council in Brief



For April 10, 2014

The following is a brief overview of the latest Dufferin County Council Meeting. [For the full agenda and minutes, please visit our website.](#)



DRAFT OFFICIAL PLAN AVAILABLE

The Official Plan project is on target with a September, 2014 completion. The Steering Committee reported to Council and gave the following timelines for May. [To view the draft Official Plan, click here.](#)

PROCLAMATIONS

National Volunteer Week – April 6-12, 2014
Hunger Awareness Week – May 5-9, 2014
Emergency Preparedness Week – May

May 1st – Joint Council Workshop
May 8th – Report to County Council
May 21st – Public Open House – Shelburne (tentative)
May 22nd – Public Open House –

4-10, 2014
World Lupus Day – May 10, 2014



Neil Orford, Corporal John McMurray (pictured) and Student Mackenzie Smillie gave a presentation on the 2013 Battelfields Tour in France and Germany.

Upcoming Meetings

Public Works Committee –
Wednesday, April 23, 9 am,
Primrose
Community Services/Dufferin Oaks
Committee - Thursday, April 24, 1
pm Shelburne
General Government Services –
Monday, April 28, 4:45 pm,
Orangeville
Joint Council Workshop on Official
Plan - Thursday, May 1, 6:00 p.m. -
Orangeville Ag. Centre

For more information on times and
location, visit our website
<http://www.dufferincounty.ca/calendar/>

COUNTY FOREST ANNUAL REPORT

The Dufferin County Forest is a

Orangeville (tentative)
May 26th – Technical Committee
Meeting
May 27th – Steering Committee
Meeting

Dufferin County Forest Management Plan

During 2014, the County of Dufferin is developing a new twenty-year management plan for the 2,600 acre Dufferin County Forest. The County Forest is made up of thirteen tracts located throughout Dufferin County, the largest of which is the 1,492 acre Main Tract located north of the hamlet of Mansfield.

Open houses to give the public the opportunity to view and discuss the draft management plan will be on May 9 in Orangeville and May 10 in Mulmur.

[More detailed information is available by clicking on this link.](#)

1,054 hectare (2,606 acre)
forested area owned and
managed by the County of
Dufferin. The Annual Report will
be available to the public at all
local municipal offices in
Dufferin County; the Orangeville,
Shelburne, and Grand Valley
public libraries and the Dufferin
County Museum & Archives. It
will also be posted on
www.dufferinmuseum.com/forest

FORMER STANTON HOTEL TO BE MOVED

The former Stanton Hotel
located at the Airport
Road and 5th Sideroad,
Mulmur will be relocated
on the existing property
so that
intersection improvements
can be carried out.



Facebook



Twitter



Website



Email

Did you know you can receive other information
from Dufferin County directly to your email inbox?

For timely information and reminders about garbage, recycling,
and our other waste collection programs, bit.ly/duffinfo

For weather watches and information on emergency
preparedness, bit.ly/duffinfo



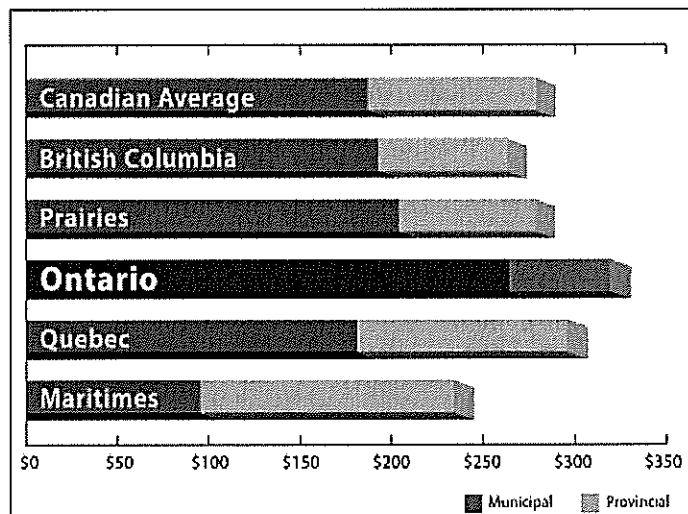
April 10, 2014

New AMO Task Force on Police Modernization Advice from AMO OPP Billing Steering Committee

The AMO OPP Billing Steering Committee has recommended that a new AMO Task Force be formed to do its own work on the modernization of policing. The AMO Board, at its March 2014 meeting, accepted this advice unanimously and directed that this task force be set up immediately. This new task force will be particularly helpful in providing strategic advice to the AMO representative on the Province's Future of Policing Advisory Committee (FPAC).

This task force is to include municipal government and police service board representation from those with own forces and OPP policing. Terms of Reference and composition of the Task Force will evolve over the coming weeks.

The OPP Billing Steering Committee firmly believes that long term cost control must be a top priority. Why? Policing per capita spending in Ontario is the highest of any other provincial jurisdiction. In fact, the Ontario municipal police bill alone is larger than the total policing costs in other provinces. The report reinforces advice previously provided to the Province, such as the need for coordinated bargaining and interest arbitration changes. But there are other matters that drive costs and there is a need to look at ways to deliver non-core policing activities differently.



Annual Per Capita Spending - Policing (2011)

Later today the AMO OPP Billing Steering Committee's final report will be provided to the Minister of Community Safety and Corrections Services as well as to all 324 OPP serviced communities. This fulfills the Steering Committee's commitment to provide its report and advice to the government by early April. It will be posted on the [AMO website](http://amo.on.ca) along with other related policing information.

Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.



Township of Wainfleet

"Wainfleet - find your country side!"

April 14, 2014

Natasha Devos, Acting Regional Clerk
Office of the Regional Clerk
Niagara Region
2201 St. David's Road, P.O. Box 1042
Thorold ON L2V 4T7

RE: Motion for Support - Long Term Energy Plan

Dear Ms. Devos,

Thank you for your recent correspondence, received by our office on March 26th, 2014 regarding the resolution adopted by Regional Council on January 16th, 2014 calling on Premier Wynne and the Province of Ontario to take immediate action to prevent the increasing hydro rates in Ontario. Please be advised that Council for the Township of Wainfleet, at its meeting held on April 8th, 2014, passed the following resolution:

"THAT correspondence item no. 089 from the Office of the Regional Clerk, Niagara Region, regarding a resolution adopted by its Council on January 16th, 2014 calling on Premier Wynne and the Province of Ontario to take immediate action to prevent the proposed hydro rate and any other rate increases from being implemented, and requesting the support of all Ontario municipalities, be received;

AND THAT Council for the Township of Wainfleet does hereby support and endorse the resolution."

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Stacey Duncan
Deputy Clerk

cc: The Honourable Kathleen Wynne, Premier of Ontario
Local MPPs
All Ontario Municipalities (via email)

The following resolution was adopted by Council of The Regional Municipality of Niagara at their regular meeting held on January 16, 2014:

Moved by Councillor Jeffs

Seconded by Councillor Eke

WHEREAS the province's recently released Long Term Energy Plan anticipates that consumers will face hydro rates that will rise by 42% over the next five (5) years;

WHEREAS the Minister of Energy recently announced that past FIT prices are driving electricity prices higher and that changes to domestic content requirements for construction of future renewable energy projects are necessary to lower future electricity rates;

WHEREAS the recent auditor-general's report advised of extreme amounts of waste in the energy sector, particularly at Ontario Power Generation and Hydro One, due to high labour costs and generous public sector pension plans;

WHEREAS decisions including but not limited to the cancellation of gas plants in Ontario could cost taxpayers close to \$1.1 billion;

WHEREAS it is essential for the residents and businesses of Niagara to have access to affordable hydro to thrive and prosper;

THEREFORE BE IT RESOLVED:

That the Regional Municipality of Niagara **CALL ON** Premier Wynne and the Province of Ontario to take immediate action to prevent these and any other rate increases from being implemented; and

That this motion **BE CIRCULATED** to all Ontario municipalities for support.

CARRIED.

Cc: The Association of Municipalities of Ontario
All Municipalities in Ontario



THE CORPORATION OF THE TOWN OF PETROLIA
411 Greenfield Street
P.O. Box 1270
PETROLIA, Ontario
Canada N0N 1R0

Telephone: 519-882-2350 FAX: 519-
882-3373

www.town.petrolia.on.ca

"Celebrating our Heritage. Investing in our Future"

April 8, 2014

Hon. Kathleen Wynne
Premier of the Province of Ontario
Via email: premier@ontario.ca

Dear Premier Wynne,

During our regular session of Council on April 7, 2014, the below noted resolution was brought forward for the attention of your office;

MOVED: Mary-Pat Gleeson

SECONDED: Tim Brown

WHEREAS the province of Ontario's recently released Long Term Energy Plan anticipates that consumers will face hydro rate that will rise by 42% over the next five (5) years;

WHEREAS the Minister of Energy recently announced that past FIT prices are driving electricity prices higher and that changes to domestic content requirements for construction or future renewable energy projects are necessary to lower future electricity rates;

WHEREAS the recent Auditor-General's report advised of extreme amount of waste in the energy sector, particularly at Ontario Power Generation and Hydro One, due to high labour costs and a generous public sector pension plan;

WHEREAS decisions including but not limited to the cancellation of Gas Plants in Ontario could cost taxpayers close to \$ 1.1 billion;

WHEREAS recent increases announced by Union Gas and Enbridge, will cause great financial burden to the residents and businesses of the Town of Petrolia;

WHEREAS it is essential for the residents and businesses of the Town of Petrolia to have access to affordable Hydro & Natural Gas to thrive and prosper;



THE CORPORATION OF THE TOWN OF PETROLIA
411 Greenfield Street
P.O. Box 1270
PETROLIA, Ontario
Canada N0N 1R0

Telephone: 519-882-2350 FAX: 519-
882-3373

www.town.petrolia.on.ca

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NOW THEREFORE BE IT RESOLVED:

THAT the Town of Petrolia Call on Premier Wynne and the Province of Ontario to take immediate action to prevent these and any other rate increases from being implemented;

AND THAT this motion be circulated to all Ontario Municipalities for support.

Carried
C - 03 - 04/7/2014

Thank you for receiving our correspondence, we look forward to hearing from your office regarding this item of concern effecting our residents and business owners.

Yours truly,

Mandi Pearson
Deputy Clerk/Operations Clerk

CC: Ontario Municipalities via email



Working for Municipalities

Heads UP



keeping members informed.

April 14, 2014

Premier Wynne Announces Transit & Infrastructure Funding

Today, Premier Kathleen Wynne announced \$29 billion in spending on transit and transportation infrastructure. Of this total, \$15 billion will be dedicated for transit in the Greater Toronto and Hamilton Area, while the remainder will be set aside for funding critical infrastructure in the rest of the province.

Premier Wynne's proposal outlined part of the Ontario government's plan to fund these initiatives. This proposal includes a blend of new revenue measures, repurposed revenues, and debt financing. More specifically, these proposed funding tools include:

- Repurposing the existing Harmonized Sales Tax (HST) that is currently charged on provincial taxes on gasoline and road diesel;
- Redirecting 7.5 cents of the existing gas tax to municipalities to fund transit infrastructure (~\$130 million);
- The value resulting from the sale of government assets; and
- Proceeds from the previously announced Green Bonds program.

OGRA President Tom Bateman states that "OGRA is pleased with today's proposal, particularly with the repurposing of the HST. In 2011, OGRA and the Canadian Automobile Association of Ontario (CAA Ontario) put forth a resolution asking the Government of Ontario to consider dedicating a portion of the new revenue collected from the provincial portion of the HST charged on gasoline and diesel sales to a new predictable funding mechanism directed to Ontario's municipalities for transportation infrastructure investment" he said. President Bateman added "that more than 175 municipalities representing more than half of Ontario's population endorsed this resolution."

"With a transportation infrastructure investment gap between the Government of Ontario and Ontario's municipalities of approximately \$3.8 billion, it is clear that greater funding support is needed for Ontario's municipalities to build the transportation infrastructure needed to support local economies and to sustain the quality of life that Ontarians have come to expect" said OGRA Executive Director Joe Tiernay.

OGRA believes that the model put forth by Premier Wynne will deliver a stable source of funding which will allow municipalities to better plan their long-term transportation infrastructure investments.

Ontario Good Roads Association

1525 Cornwall Road, Unit 22 Oakville, ON L6J 0B2

(T): 289-291-OGRA (6472) (F): 289-291-6477

www.ogra.org

From: AMO Communications <communicate@amo.on.ca>
Sent: April-14-14 4:56 PM
To: dholmes@melancthontownship.ca
Subject: AMO Breaking News - Premier Announces \$29 Billion for Transit and Transportation Infrastructure

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

April 14, 2014

Premier Announces \$29 Billion for Transit and Transportation Infrastructure

Today, the Premier of Ontario, the Honourable Kathleen Wynne, announced \$29 billion over ten years for transit in the Greater Toronto and Hamilton Area (GTHA) and transportation infrastructure across Ontario.

The Province will create two funds - \$15 billion for GTHA transit and \$14 billion for transportation in the rest of Ontario - to support investments in priority infrastructure projects across the province such as public transit, roads, bridges, and highways.

AMO supports better transit and raised questions early on regarding equity for communities outside the GTHA and the impact of potential revenue tools on residents and community competitiveness. The Government appears to have heard these concerns and reacted by seeking to ensure transparent revenue allocation for GTHA transit and transportation infrastructure outside of the region. We look forward to seeing how this transparency takes shape.

In announcing the initiative, the Premier said that funding will come from such sources as:

- "Repurposing the existing Harmonized Sales Tax (HST) that is charged on the current provincial taxes on gasoline and road diesel.
- Redirecting 7.5 cents of the existing gas tax. This would be over and above the permanent two cents that goes directly to municipalities to fund transit infrastructure.
- The value resulting from a review of key government assets would go to the proposed Trillium Trust and be directed towards this plan, as would;
- Proceeds from the previously announced Green Bonds program".

Today's announcement is significant. We will await further details to be announced in the Ontario Budget. The announcement can be viewed here for more information: <http://news.ontario.ca/opo/en/2014/04/moving-ontario-forward-with-large-new-investment.html>.

AMO will update members when further details are available post May 1 Budget Day.

AMO Contact: Craig Reid, Senior Advisor, E-mail creid@amo.on.ca, 416.971.9856 ext. 334.

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

Total Control Panel

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To: dholmes@melancthontownship.ca [Remove](#) this sender from my allow list

From: communicate@amo.on.ca

You received this message because the sender is on your allow list.



Memorandum

April 11, 2014

To: Terry Horner, CAO/Clerk, Township of Mulmur
Keith McNenly, CAO/Clerk, Town of Mono
Denise Holmes, CAO/Clerk-Treasurer, Township of Melancthon
Jane Wilson, CAO/Clerk-Treasurer, Town of Grand Valley
Susan Stone, CAO/Clerk-Treasurer, Township of East Garafraxa & Township of Amaranth
Rick Schwarzer, CAO, Town of Orangeville
John Telfer, CAO/Clerk, Town of Shelburne

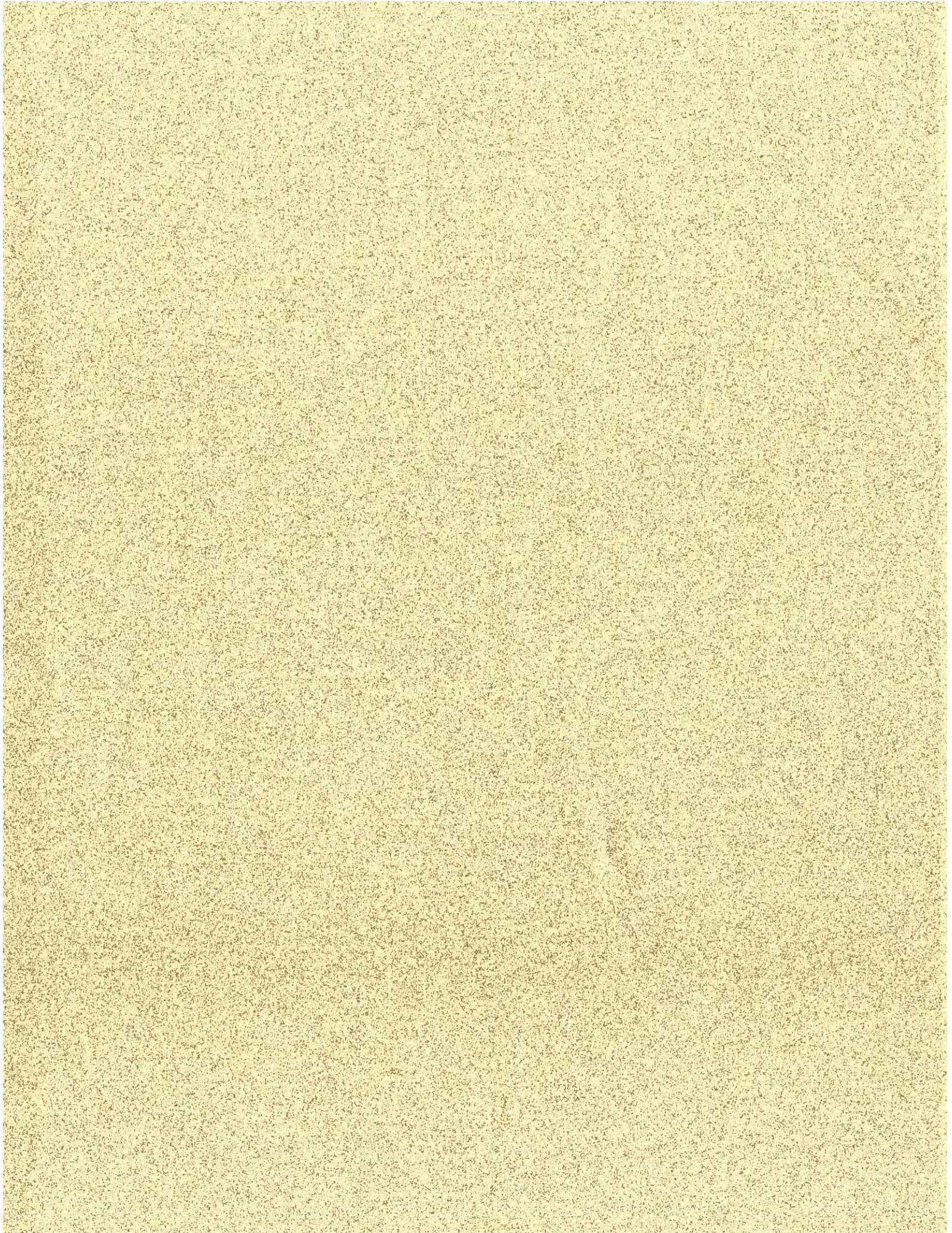
From: Caroline Mach, County Forest Manager

Re: Annual Report for the Dufferin County Forest

Enclosed you will find a copy of the most recent annual report for the Dufferin County Forest to be produced by the County. The report covers the period from January 1, 2013 to December 31, 2013. A work schedule for 2014 is also included.

Please make this report available to any members of the public who may wish to read it.

If you have any questions, don't hesitate to contact me by phone at 705-435-1881 or 877-941-7787 or by e-mail at forestmanager@dufferinmuseum.com.





**Annual Report
January 1, 2013 - December 31, 2013**



**Annual Work Schedule
January 1, 2014 - December 31, 2014**



**Caroline Mach, R.P.F.
County Forest Manager**

705-435-1881 or 877-941-7787
forestmanager@dufferinmuseum.com

January 25, 2014

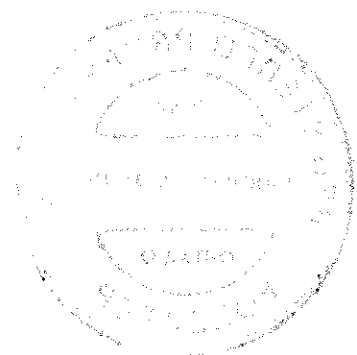


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Table 2: Larger-Scale Recreational Events in the Dufferin County Forest 20139

Table 3: Environmental and Resource Management Activities for the Dufferin County Forest 2009-201310

Table 4: Tendered Timber Sales for the Dufferin County Forest 201312

Table 5: Areas Planned to be Marked in the Dufferin County Forest 201415

EXECUTIVE SUMMARY

The Dufferin County Forest is a 1,054 hectare (2,606 acre) forested area owned and managed by the County of Dufferin. The Forest has many important functions, including erosion and water control, natural heritage protection, biodiversity, wildlife habitat, recreational opportunities, and support of the rural economy through timber production.

From the first purchase of land in 1930 until 1991 the Forest was managed by the Ministry of Natural Resources (MNR) through agreements made under the *Forestry Act*. In 1995, the County completed a long-term, comprehensive management plan for the Forest properties, the first County in Ontario to do so. Following completion of the plan, a County Forest Manager was hired to implement it.

On March 13, 1997, the County signed a Memorandum of Understanding with the Ministry of Natural Resources (MNR). This Memorandum, which expired in 2002, outlined the County's and the Ministry's responsibilities in the management of the Dufferin County Forest. Since the expiration of that agreement, the County has been responsible for all aspects of the management of the Dufferin County Forest.

The following are some highlights from the past year within each of the objective streams outlined in the management and operating plans: Public Use and Relations, Environmental and Resource Management, and Administration.

Public Use and Relations

- i. ongoing repair and replacement of gates and signs in the Forest;
- ii. ten larger-scale recreational events;
- iii. two forest walks (wildflower identification and tree identification);
- iv. enforcement of the County Forest by-law (2003-50) by off-duty OPP officers from September to December in the Main Tract and;
- v. continued cooperation on programs and events with the Dufferin County Museum & Archives and the Dufferin Simcoe Land Stewardship Network

Environmental and Resource Management

- i. two public tenders of red pine generating a total revenue of over \$200,000 and;
- ii. marking of 32 hectares of conifer plantations.

Administration

- i. no property was acquired or disposed of in 2013.

Next year, 2014, will see the continuation of various activities. There will be signs posted, forest walks, tendered timber sales, monitoring of harvesting operations, enforcement of the County Forest by-law (2003-50), several larger-scale recreational events, and a land use agreement with the Mansfield Outdoor Centre. In addition, a new twenty-year management plan for the Dufferin County Forest will be completed in 2014.

1.0 INTRODUCTION

The Dufferin County Forest is a 1,054 hectare (2,606 acre) forested area owned and managed by the County of Dufferin. The Forest has many important functions including erosion and water control, natural heritage protection, biodiversity, wildlife habitat, recreational opportunities, and support of the rural economy through timber production.

From the first purchase of property in 1930 until 1991, the Forest was managed on behalf of the County by the Ministry of Natural Resources (MNR). This relationship was governed by twenty-year agreements made under the *Forestry Act*. In 1991, the most recent of these agreements expired. This fact, combined with changes to the MNR's private land forestry policy, resulted in the development of a new management plan for the Forest in which the County took the lead role, assisted by MNR. Dufferin was the first County in Ontario to take the lead in developing a management plan for its forest properties. The process to develop the plan started in earnest in July, 1994 with the hiring of a Forest Management Plan Author. Less than one year later, on June 8, 1995, Dufferin County Council approved the final draft of the plan. Throughout the process, there was participation from the MNR, a Forest Advisory Team, and the general public, all of whom provided valuable input and comments.

In 1995, the County took over the control and co-ordination of all activities having to do with the Dufferin County Forest. In order to fulfill this new role, Dufferin hired a County Forest Manager, the first County in Ontario to do so.

On March 13, 1997, the County signed a Memorandum of Understanding with the Ministry of Natural Resources (MNR). This Memorandum, which expired in 2002, outlined the County's and the Ministry's responsibilities in the management of the Dufferin County Forest. A new Memorandum will not be signed, thus terminating the formal relationship between the MNR and the County in the management of the Dufferin County Forest.

In 2005, the Dufferin County Forest celebrated its 75th anniversary.

In 2009, County Council approved a new five-year operating plan (2010-2015) for the Forest.

This annual report is divided into sections that correspond with those in *Our Forest, Our Future: Dufferin County Forest Management Plan 1995-2015* and the operating plan (2010-2015) and coincides with the County's fiscal year, January 1 to December 31.

2.0 PUBLIC USE AND RELATIONS

In 2013, public use and relations continued to be an important part of the management of the Dufferin County Forest. A number of the public relations activities were conducted in co-operation with the Dufferin County Museum & Archives and/or the Dufferin Simcoe Land Stewardship Network.

2.1 Partnerships

An important element in the County's taking over the management of the Dufferin County Forest was the creation of partnerships that would enable the County to achieve the goal and objectives of the long-term forest management plan (1995-2015), which were reiterated in the operating plan for 2010-2015. The potential relationships were outlined in section 8.0 (pgs. 34-36) of the management plan. In accordance with

the general intent of that section, the County Forest has developed two very important partnerships; with the Dufferin County Museum & Archives and with the Dufferin Simcoe Land Stewardship Network. These partnerships have enabled the County to achieve some of the objectives of the management plan that do not necessarily involve work on the ground in the Forest.

In the long-term forest management plan and in the new operating plan, the County made a significant commitment to inform and educate the public about the Dufferin County Forest and forests and forestry in general. The specific objectives can be found on pgs. 43 and 44 of the management plan and pgs. 15 to 19 of the operating plan. They include all ages and sectors of the population. The activities that the County partners on with the Museum and the Land Stewardship Network are chosen to achieve these public use and relations objectives. Generally speaking, they include regular contributions to the Museum's *Museletter*, forest walks, and participation in various workshops, displays, and events for the general public.

The County Forest Manager has been a member of the Dufferin Simcoe Land Stewardship Network since its formation in 1995; the Dufferin County Museum & Archives hosts some of the meetings of the Land Stewardship Network.

By partnering with the Dufferin County Museum & Archives and the Land Stewardship Network in seeking to achieve its public use and relations objectives for the County Forest, the County is able to make more efficient use of its resources in this area.

2.2 Signs

In the past year, fewer than ten metal "No motorized vehicles" signs had to be replaced due to vandalism/theft. "No motorized vehicle" signs are used to supplement the County Forest by-law signs at several locations where there are ongoing issues with entry by motorized vehicles.

The local Ontario Federation of Snowmobile Clubs (OFSC) member clubs (Dufferin, Orangeville, and Alliston & District) posted signs indicating the location of the OFSC trails through the Main, Randwick, Simmons, Riverview, and Mono Tracts of the Dufferin County Forest.

Temporary signs were posted at a number of the tracts showing the dates of the spring wild turkey hunt, the fall wild turkey hunt and the two five-day periods of the fall deer shotgun hunt. This was done to inform users that there would be a concentration of hunters in the Forest during those periods. Additional signs urging hunters to "Exercise Extreme Caution" were posted around the southern section of the Randwick Tract prior to the spring wild turkey hunt, the fall wild turkey hunt and the two five-day periods of the deer shotgun hunt. The "No hunting" signs that were posted along the boundary between the southern section of the Randwick Tract and the private land to the west in 1999 were monitored and new signs were posted where necessary.

Signs were posted at the Main Tract showing the dates of the ten larger-scale recreational events. As with the signs indicating the primary hunting seasons, this was done to alert the users of the Forest.

2.3 Advertising and Promotion

In order to make non-hunting users of the Dufferin County Forest aware of the hunting seasons, a series of three notices was placed in the Orangeville, Shelburne, Creemore, and Alliston newspapers in conjunction with the fall deer hunt. Notices were placed prior to the beginning of the bow hunt, prior to the first five-day period of the shotgun hunt, and prior to the second five-day period of the shotgun hunt. These choices were made

based on the fact that the two five-day periods of shotgun hunt (as opposed to the bow hunt) draw more hunters in a shorter period of time. Similar notices were also placed prior to the start of the spring wild turkey hunt and the fall wild turkey hunt.

The "Hunting in the Dufferin County Forest" information package was distributed to the 70 hunters who purchased forest use permits, as well as on a request basis. Email inquiries were first directed to the website for information.

Numerous phone and e-mail requests for information on the Dufferin County Forest and forests and forestry in general were answered. The information that was distributed consisted mostly of Dufferin County Forest pamphlets, maps of the Main Tract, executive summaries of the operating plan, and information on various insects and diseases that affect trees.

A news release was produced and distributed in conjunction with the release of the annual report for 2012.

The County Forest website (www.dufferinmuseum.com/forest) was updated throughout the year to provide forest users and other interested members of the public with timely information about events and activities.

The County Forest was part of the County of Dufferin's displays at both the spring and fall home shows held at the Orangeville Fairgrounds.

2.4 Forest Walks

The County held two guided forest walks in the Little Tract in co-operation with the Dufferin Simcoe Land Stewardship Network. On May 25, a wildflower identification walk was held with 8 registrants; on June 1 a tree identification walk was held with 8 registrants.

2.5 Demonstration Area

To assist in public education, a conifer plantation thinning demonstration area was established adjacent to the Main Tract parking lot in 1997. The area (2.5 hectares) was planted with red pine and some spruce in 1967. It has been divided into four sections that were thinned in 1998 as follows: 50% removal, 25% removal, 33% removal, and 0% removal. This will enable the public to observe the impact of various thinning regimes on the growth of the trees and on the development of regeneration and understorey plants. The second thinning in half of each of the original four sections took place in 2009; this will further demonstrate the effect of one as opposed to two thinnings. Disks were collected from the trees at the time of both thinnings so that comparisons in annual ring growth can be made. The demonstration area is a valuable tool in the education of landowners and the general public on the effects of conifer plantation thinning.

2.6 Hunting

Table 1 shows the number of Forest Use Permits (Hunting) that have been issued over the past five years. In 2013, these permits generated revenue of \$2,100 for the County. Monitoring of hunting will continue, particularly during the fall deer shotgun hunts, which are traditionally of most concern because they attract a large number of hunters in a short space of time.

Table 1: Forest Use Permits (Hunting) Issued for the Dufferin County Forest 2009-2013

Year	2013	2012	2011	2010	2009
Number of Permits	70	93	119	161	161

2.7 Recreational Events

Table 2 gives details of the ten larger-scale recreational events that took place in the Main Tract of the County Forest in 2013. In total, the events generated revenue over \$2,000 for the County. The events progressed without problems.

Table 2: Larger-Scale Recreational Events in the Dufferin County Forest 2013

Date of Event	Type of Event	Number of Participants
April 20	Substance Projects Mountain Bike Event	36
April 21	Toronto Orienteering Club	47
April 28	OCTRA Horseback Ride	101
May 5	Substance Projects Mountain Bike Event	116
June 22	OCTRA Horseback Ride	70
July 20	Debra Moore Horseback Ride for Breast Cancer	146
August 17	Chesley Saddle Club Horseback Ride	54
August 24	Substance Projects Mountain Bike Event	53
October 6	OCTRA Horseback Ride	86
November 2	Cadets Orienteering Event	172

2.8 Mansfield Outdoor Centre

In 2013, the Mansfield Outdoor Centre once again leased cross-country ski trails in the south portion of the Main Tract, generating revenue of \$700 for the County.

2.9 Access Maintenance

The Mansfield Outdoor Centre placed, at its own expense, orange plastic snow fencing at several strategic locations in the Main Tract. This was done to prevent snowmobiles from accessing the cross-country ski trails leased by the Mansfield Outdoor Centre.

In 2013, it was not necessary to replace any gates. The main road through the Main Tract was graded in 2013.

2.10 Garbage Removal

The amount of garbage in most areas of the Forest has not reached a critical state, but it is important to be proactive so that members of the public do not begin to feel that the Forest is a free landfill. Litter is collected by the County Forest Manager, as time permits. Large pieces of garbage, such as appliances and tires, are

removed by staff from the County Operations Centre.

2.11 Research

Red Oak Management

The area in the Main Tract (Compartment 27, 25 ha) that was established as a red oak research project in 1994 will not be continued as a formal research project. However, management activities will continue in such a way as to promote the establishment and growth of red oak on the site.

In the spring of 2009 the area underwent a prescribed burn to control vegetation that was competing with the small red oak seedlings on the site. Unfortunately, due largely to a change in the predicted weather, the burn did not control as much of the competing vegetation as was hoped. A detailed plan on how to proceed with management of this site is being developed.

Biodiversity Plots

In 2000, the County established its first research plot, the Beaton Plot. This plot was established in Compartment 25 of the Main Tract on part of the former site of Camp Dufferin. The protocol used to establish the plot was developed through the Smithsonian Institute and is recognized and used around the world. This will allow for data comparisons (e.g. number of plant species present) between the Beaton Plot and other local, national, and international plots. The purpose of the Beaton Plot is to study the natural succession on the site. In 2001, a sign was placed at the site to inform forest users about the history and purpose of the plot.

A second plot, using the same international protocol, was established at the Mono Tract. This plot is a "twin" to a plot that was established at the Mono Cliffs Outdoor Education Centre. While the plot at the outdoor education centre is accessible to students and the general public, the plot at the Mono Tract will be accessible to scientists only. This will allow for future assessments of how the activity of measuring impacts on the plot.

3.0 ENVIRONMENTAL AND RESOURCE MANAGEMENT

In accordance with the long-term forest management plan and the new operating plan, the County manages the biological components of the Forest using an ecosystem management approach. Table 3 shows a summary of resource management activities undertaken in the Dufferin County Forest over the last five years.

Table 3: Environmental and Resource Management Activities for the Dufferin County Forest 2009-2013

Activity	2013	2012	2011	2010	2009
Site preparation (hectares)	0	0	0	0	0
Reforestation (hectares)	0	0	0	0	0
Marking (hectares)	32	33	20	36	58
Non-commercial tending (hectares)	0	0	0	0	0
Commercial harvesting (hectares)	32	33	20	36	58
Commercial harvesting (m ³)	3,170	1,322	1,237	1,308	2,436

Activity	2013	2012	2011	2010	2009
Borax application (hectares)	0	0	0	0	0

3.1 Site Preparation

Site preparation is a mechanical, fire, chemical, or hand treatment that modifies a site to provide favourable conditions for natural or artificial regeneration. There was no site preparation necessary in 2013.

3.2 Reforestation

Reforestation refers to the establishment of a forest through artificial means, usually by planting or direct seeding. There was no reforestation necessary in 2013.

3.3 Marking

Marking is the operation that designates the trees within a stand that are to be commercially harvested. The marking follows a silvicultural prescription written specifically for the stand. The prescription and the marking that follows it are the most important functions in determining the future structure and composition of any forest stand. The number, size, and species of trees that are removed has a significant impact on the growth and development of the remaining trees. Since all harvesting in the Dufferin County Forest is done by some variation of the selection cutting system, all stands must be marked prior to harvesting. The marking is done by a crew hired on contract.

The stands that were tendered in 2013 were marked on contract at a cost of just over \$2,600. This modest investment ensured the healthy growth and development of the forest stands that were thinned and generated timber sale revenue of over \$200,000.

3.4 Non-Commercial Tending

In order to achieve forest management objectives, it is sometimes necessary to conduct non-commercial tending operations such as pruning, thinning (removal of trees in an immature stand to accelerate diameter growth and improve form of remaining trees), improvement cutting (removal of less desirable trees to improve the composition and quality of a stand), or cleaning (removal of less desirable species of the same age to free the favoured trees in a stand not past the sapling stage). As the name implies, this type of tending does not produce revenue; it is done at some cost to the County. In general, non-commercial tending operations are associated with young plantations or with stands that are of low commercial quality. Currently, the Dufferin County Forest does not have many of either of these types of stands. There was no non-commercial tending necessary in 2013.

3.5 Commercial Harvesting

Annually, wood is harvested on a sustainable basis from the Dufferin County Forest. The majority of the wood is sold by open public tender. Occasionally, a small amount of wood is sold to the public for personal use or as

a negotiated sale. Table 4 summarizes the tendered timber sales for 2013 for the Dufferin County Forest.

Table 4: Tendered Timber Sales for the Dufferin County Forest 2013

Tender Number	Tract and Compartments	Volume (m ³)	Number of Trees	Species	Area (ha)	Value
DCF 13-08-001	Randwick (2a)	537	750	red pine	11.0	\$40,395.00
DCF 13-08-002	Main (12a)	2633	2847	red pine	21.0	\$169,085.00
Total		3,170	3,597		32.0	\$209,480.00

In 2013, both tenders were awarded to Penguin Pole Inc. of Wallenstein, Ontario. Tenders may not be awarded to the highest bidder in situations where the highest bidder's reputation is poor or unknown.

3.6 Pests and Diseases

Outbreaks of insects and diseases in the Dufferin County Forest are managed using an integrated pest management approach. If levels of pests and/or diseases reach intolerable levels, integrated pest management techniques may include the use of natural predators and parasites, genetically resistant hosts, environmental modifications and, when necessary and appropriate, chemical pesticides and herbicides.

Information on insect and disease populations is provided by the Canadian Forest Service, the Ministry of Natural Resources, the Canadian Food Inspection Agency, and other partners.

Although there has been much in the media about the Asian longhorned beetle, it is not an immediate threat to the Dufferin County Forest.

In 2013, the presence of emerald ash borer was confirmed in one location in Dufferin County, at the south end of Orangeville. Public education regarding this pest is ongoing through public events, information at the County Forest office and on the website, and responses to public inquiries. In 2012, a report describing how the borer will be dealt with in the context of the County Forest was presented to, and approved by, County Council. Since there is relatively little ash in the County Forest¹, it is anticipated that the impact of the emerald ash borer will not be significant in the County Forest itself. Dead or dying ash that are considered to be hazard trees due to their proximity to trails will be removed as soon as possible after they are identified. Stands with an ash component will be managed in accordance with the strategies outlined in *Managing Ash in Farm Woodlots; Some Suggested Prescriptions* (Williams & Schwan, 2011)².

Although the impact of emerald ash borer on the County Forest is not expected to be significant, individual landowners and municipalities that have larger proportions of ash in their tree cover will see a greater impact, both economically and ecologically.

¹ Black ash makes up 80% of the basal area in one 2 ha (5 acre) stand; white ash makes up 20% of the basal area in three stands that make up a total area of 23 ha (57 acres); and white ash makes up 10% of the basal area in eleven stands that make up a total area of 125 ha (309 acres). The total area of the Dufferin County Forest is 1,054 ha (2,606 acres). The only areas where issues with the number of dead ash would be expected to arise are in the black ash stand and in the northeast part of the Main Tract where there are several stands with a 10 or 20% ash component adjacent to each other.

² This publication is available from the County Forest Manager's office or online at:
www.ontariowoodlot.com/pages_pdf_new/EAB%20Prescriptions%20for%20Managing%20Ash%20in%20Farm%20Woodlots.pdf

3.7 Forest Fire Management

Forest fire management involves the maintenance of fire roads, trimming of brush to provide access for fire suppression, and the actual suppression of forest fires. The County is responsible for the maintenance of fire roads and the trimming of brush, while fire suppression is conducted by the local fire departments. In co-operation with Emergency Management Services and Public Works, a forest fire management plan for the County Forest is being developed.

4.0 ADMINISTRATION

4.1 Budget Summary - 2013

Besides staff, the majority of expenses in 2013 included contract enforcement, advertising and promotion, tree marking, and signs. The majority of revenues were generated from timber sales. These were supplemented by land use, forest use, and special event permits. In 2013, timber sales were over \$200,000. There are many factors that affect the value of the timber sold from the Dufferin County Forest, some of which are difficult to predict from year to year. These factors include the price of wood locally and regionally, the location, size and species of trees offered for sale, and the supply of wood of various species and sizes in a given year. For details of the budget, please refer to the County of Dufferin's Budget 2013.

4.2 Grants Under the *Forestry Act*

In the past, the provincial government provided grants for the purchase of Dufferin County Forest properties. Since the Memorandum of Understanding signed between the County and the Ministry of Natural Resources has expired, the re-payment of the grants is governed by the following excerpts from the *Forestry Act*:

"forestry purposes" includes the production of wood and wood products, provision of proper environmental conditions for wild life, protection against floods and erosion, recreation, and protection and production of water supplies; ("fins forestières")

2. (1) The Minister may enter into agreements with owners of land suitable for forestry purposes that provide for the management or improvement of the land for these purposes upon such conditions as the Minister considers proper. 1998, c. 18, Sched. I, s. 20.

Grants

(2) The Minister may make grants of the sums provided for in the agreement, on such conditions as the Minister considers appropriate, out of the money appropriated by the Legislature to any conservation authority or municipality for the purpose of assisting it in the acquisition of land that is suitable for forestry purposes and that is to be managed under an agreement. 1998, c. 18, Sched. I, s. 20.

Forestry purposes only

(3) A conservation authority or municipality that has entered into an agreement under subsection (1) or a predecessor provision shall not, without the approval of the Minister, use any land in respect of which grants have been made under subsection (2) or a predecessor provision for any purpose that is inconsistent with forestry purposes at any time during or after the term of the agreement. 1998, c. 18, Sched. I, s. 20.

Repayment

(4) A conservation authority or municipality that uses land covered by an agreement authorized under subsection (1) or a predecessor provision for a purpose that is inconsistent with forestry purposes shall repay to the Province of Ontario all grants that it received under the agreement to acquire the land unless the Minister provides that the grants need not be repaid. 1998, c. 18, Sched. I, s. 20.

Sale of land

(5) Land in respect of which grants have been made under subsection (2) or a predecessor provision shall not, without the approval of the Minister, be sold, leased or otherwise disposed of during or after the term of the agreement. 1998, c. 18, Sched. I, s. 20.

Proceeds shared

(6) The proceeds from any sale, lease or other disposition of land in respect of which grants have been made under subsection (2) or a predecessor provision shall be divided as the Minister directs between the conservation authority or municipality, as the case may be, and the Province of Ontario, with the conservation authority or municipality receiving not less than 50 per cent of the proceeds. 2000, c. 26, Sched. L, s. 4 (2).

Exception

(7) Subsection (6) does not apply to a sale, lease or other disposition for the use of the Province of Ontario. 1998, c. 18, Sched. I, s. 20.

These provisions are not substantially different from those under previous *Forestry Act* agreements or the Memorandum of Understanding.

The following Dufferin County Forest properties were bought partially with grants from the province (the amount of the grant is shown in brackets):

- i. compartments 15, 16, 17, and 18 of the Main Tract (\$4,603.67); purchased in 1963
- ii. the south half of compartment 25 of the Main Tract (\$468.80); purchased in 1961
- iii. compartment 46 of the Mono Tract (\$327.25); purchased in 1960
- iv. Simmons Tract (\$3,884.83); purchased in 1967
- v. Little Tract (\$19,012.65); purchased in 1971

Due to the size and location of these properties, it is unlikely that the County will be disposing of any of them or using them for other than "forestry purposes".

4.3 Property Acquisition and Disposal

There was no property acquisition or disposal during 2013.

5.0 MONITORING

In 2013 the primary monitoring activities were cut inspections conducted during commercial harvesting operations, monitoring of hunting activity (particularly during the two five-day deer shotgun hunt periods), and enforcement of the County Forest by-law (2003-50). To improve enforcement of the County Forest by-law, off-duty OPP officers were hired to patrol the Main Tract from September to December.

Cut inspections were done to ensure that the loggers complied with the terms and conditions of the Agreement for the Sale of Timber. There were no significant violations of timber sale agreements in 2013.

Other monitoring activities included:

- i. general observation of, and communication with, users of the Forest and;
- ii. surveying signs and gates at the forest properties and arranging for replacement when and where necessary.

6.0 MANAGEMENT PLAN

While the management plan (*Our Forest, Our Future*; Dufferin County Forest Management Plan 1995-2015) continues to provide the overall goal and objectives for the management of the County Forest, the operating plan (2010-2015) provides more details on current management activities.

7.0 STAFF

The Forest is included in the activities of the Dufferin County Museum & Archives and Heritage Lands Department headed by Director/Curator Wayne Townsend. The day-to-day activities involving the Forest are conducted and co-ordinated by the County Forest Manager, Caroline Mach, and supervised by Darrell Keenie,

Assistant Director/General Manager. Activities and issues dealing with the Forest are presented to the Dufferin County Museum & Archives and Heritage Lands Board, and subsequently to Dufferin County Council.

County Operations Supervisor Scott Martin and his staff must also be acknowledged for their work in posting signs, cutting hazard trees, and cleaning up garbage.

8.0 ANNUAL WORK SCHEDULE - 2014

The annual work schedule for the Dufferin County Forest will follow the outline in the new operating plan (2010-2015). The specific activities for 2014 are described in the following sections.

8.1 Public Use and Relations

Although no new signs are planned, sign replacement will continue to be a part of public use and relations in 2014.

In 2014, it is anticipated that the Mansfield Outdoor Centre will lease cross-country ski trails in the Main Tract as they have done in the past.

It is expected that the Main Tract will host three Ontario Competitive Trail Riding Association horseback rides and four Substance Projects mountain bike rides in 2014.

Public relations activities will continue to be conducted in partnership with the Dufferin County Museum & Archives and the Dufferin Simcoe Land Stewardship Network. These will include two educational walks (tree identification and wildflower identification).

The County Forest will participate in the County of Dufferin's displays at the spring and fall home shows at the Orangeville Fairgrounds.

8.2 Environmental and Resource Management

It is anticipated that there will be 39 hectares of conifer plantations and tolerant hardwood stands marked to be tendered for sale in 2014. The breakdown of the areas is shown in Table 5.

Table 5: Areas Planned to be Marked in the Dufferin County Forest 2014

Tract (Compartment)	Species	Area (hectares)
Main (10a)	red pine	12
Main (16a & 17a)	red pine	9
Main (26b)	tolerant hardwoods	18
Total Area		39

As in the past, the number of trees and the volume to be harvested will be known once the tree marking is completed. The stands will be publicly tendered in the fall of 2014.

Information about the emerald ash borer and how to manage trees and woodlots in its presence will continue

to be distributed to the general public.

8.3 Administration

For details of the budget, refer to the County of Dufferin's Budget 2014.

8.4 Monitoring

In 2014, the monitoring program will continue to focus on three broad areas:

- i. conducting regular cut inspections of ongoing logging operations;
- ii. enforcing the County Forest by-law (2003-50) through the hiring of off-duty OPP officers and;
- iii. monitoring of hunting activity, particularly during the two five-day deer shotgun hunts.

8.5 Management Plan

In 2014, a new twenty-year management plan will be developed for the Dufferin County Forest. This ongoing process will include meetings of the Forest Plan Advisory Team, public open houses, and a public comment period, prior to the presentation of the plan for County Council approval in the fall of 2014.

Denise Holmes

From: BILL HILL <bill_hill@sympatico.ca>
Sent: April-21-14 7:02 PM
To: Denise Holmes
Subject: Tweet from Monte McNaughton (@MonteMcNaughton)

@MonteMcNaughton: @Kathleen_Wynne Liberals continue to divide communities like Dalton McGuinty. 92 more wind turbines approved: <http://t.co/h6s2vMeTV3> #lkm

<https://twitter.com/MonteMcNaughton/status/458366133880373248>

Please add this as an information item for next agenda

Bill Hill

Mayor Township of Melancthon

Warden County of

Dufferin

519-925-1161 home

519-216-0514 cell

Total Control Panel

[Login](#)

To: dholmes@melancthontownship.ca [Remove](#) this sender from my allow list

From: bill_hill@sympatico.ca

You received this message because the sender is on your allow list.



NEWS LOCAL

ENERGY:

OPP make arrests, looking for suspects in vandalism in Grand Bend

By Lynda Hillman-Rapley, QMI Agency
Monday, April 21, 2014 5:27:31 EDT PM



Wind turbines.

The recent green light given the Jericho Wind Project has some demonstrators seeing red.

What had been peaceful demonstrations has now turned to anger, vandalism and criminal charges since energy company Nextera received its approval last week to build a 92-turbine industrial wind farm in Lambton and Middlesex counties.

That OK may have prompted the graffiti splashed on Grand Bend Highway 21 businesses and the municipal sign Friday morning.

The entry sign north to the Caldwell Banking sign "Stop wind power" was clearly written in red paint. At the Ausable Inn one car was splashed in red paint and the tires slashed.

When asked if she was aware of the damage in Grand Bend and if her group of protesters had any knowledge of who did the spray painting, Lambton Shores resident Laureen Maurizio replied the act was deplorable and destructive and there would be "hell to pay" if she found out it was one of their protesters.

"We are here to educate not aggravate," she said.

Fellow protester Bob Lewis said while they have always displayed peaceful demonstrations, he could see that changing and become aggressive or violent as people become more frustrated.

The OPP charged two protestors recently with assault and uttering threats following a March 18 meeting at South Huron council.

"This whole Green Energy Act is unconstitutional! It was done in a manner that prevented public input and impeded the democratic oath taken by government officials," said Maurizio.

She has called on council to request the Ontario Ombudsman to launch a criminal investigation into the Ontario Ministry of Energy, Ontario Energy Board, Ontario Power Generation, Hydro One and the Ministry of Environment, as it relates to the Green Energy Act.

Bill Weber, mayor of the Municipality of Lambton Shores, told the QMI Agency that, "it's disappointing that it would come to this in Lambton Shores."

Even more frustrating for Weber is that the municipality - which includes Grand Bend - is one of nearly 100 unwilling host communities in Ontario.

The municipality has been fighting to keep turbines out of the community and stands largely on the same side as those in the anti-wind movement.

"Everyone understands the frustration that the anti-wind people have, that's the frustration that the municipality has with the Green Energy Act," Weber said, adding he does not believe this destruction helps to further the protester's cause.

Provincial approval to build 92 new wind turbines near Grand Bend was just handed down last week and although Grand Bend is not directly involved in the wind debate, yet, the businesses may have been targeted because they are close to homes and apartments being rented by wind company employees.

"The OPP understands this is a very sensitive issue in our communities. Bottom line is, it's mischief, it's against the law and we're not going to tolerate this," said OPP Const. Chrystal Jones.

Weighing in on social media one poster said, "Shameful! This is not about wind power being a good or bad thing - this is about morons out vandalizing neighbourhoods!"

Another agreed stating, "Did they think this was going to change anything? What a bunch of fools!"

Ontario's Ministry of the Environment issued a Renewable Energy Approval (REA) last week for the company's proposal to build a 150-megawatt wind farm spanning Lambton Shores, Warwick Township and North Middlesex.

Some final details still need to be worked out, but construction of the Jericho Wind Energy Centre is expected to begin as soon as possible, said Ben Greenhouse, director of development with Nextera Energy Canada.

The project has been in the works since 2008, he said, and was submitted for ministry approval 14 months ago.

"We're excited," he said, noting a laydown yard — headquarters for construction — will soon be built on Thomson Line, north of Jericho Road and south of Northville Road.

But not everyone is enthused about the approval.

Lambton Shores resident Marcelle Brooks, with the Middlesex-Lambton Wind Action Group, has been a vocal opponent of the project.

"It was just devastating that our voices simply aren't being heard."

Members of the Lakeshore Coalition met with the Middlesex-Lambton Wind Action Group to discuss what actions can be taken to appeal the decision.

"The fight isn't over yet," Brooks said. "The ministry's working against us, we have industry working against us, but we're fighting for our homes, for our communities."

Royal Palisade Stratford
retirementlifecommunities.com
5 Star Retirement Senior Lifestyle.
Affordable, Smart & Flexible Plans



Denise Holmes

From: Bluewater Geoscience <blemieux@rogers.com>
Sent: April-22-14 9:23 AM
To: 'Denise Holmes'
Subject: Review of Strada Aggregates 2012-2013 groundwater Monitoring Reports
Attachments: BG-431-letter-Strada-Shelburne Pit 2012-2013.pdf

Denise: Further to the request of the Council of Melancthon Township, I have completed the review of the submitted Strada Aggregates 2012-2013 Compliance Groundwater Monitoring Report prepared by Whitewater Hydrogeology. The review letter is attached.

The additional monitoring wells agreed upon during meetings in 2010 and 2012 have now been installed and there are now an adequate number of downgradient monitors available for sampling to ensure proper assessment of groundwater conditions,

If there are any questions regarding the review, please feel free to contact me,

I have not distributed the letter to Strada or Whitewater, although I have discussed it with Tecia White of Whitewater.

Regards,

Bret

Total Control Panel

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To: dholmes@melancthontownship.ca [Remove](#) this sender from my allow list
From: blemieux@rogers.com

You received this message because the sender is on your allow list.

BLUEWATER GEOSCIENCE CONSULTANTS INC.

42 Shadyridge Place
Kitchener, Ontario
N2N 3J1

Tel: (519) 744-4123
Fax: (519) 744-1863
E-mail: blemieux@rogers.com

April 17, 2014

The Corporation of The Township of Melancthon
R.R. #6
Shelburne, Ontario
L0N 1S9

Attn.: Ms. Denise Holmes, A.M.C.T., Clerk-Treasurer

**Re: Review of 2012-2013 Strada Aggregates Shelburne Pit (North) Groundwater
Compliance Monitoring Report**

Denise:

Bluewater Geoscience Consultants Inc. (Bluewater) was retained by the Corporation of the Township of Melancthon (Township) to review the 2012-2013 Groundwater Compliance Monitoring Report prepared by Whitewater Hydrogeology Ltd. (Whitewater) on behalf of Strada Aggregates Inc. (Strada) for their Shelburne (North) pit located in Melancthon Township, Ontario.

During 2010 and 2012 Bluewater met with Strada and Whitewater to address the groundwater monitoring and sampling that was being completed for the pit operations. During these meetings it was agreed that Strada would add four additional groundwater monitoring wells at three downgradient locations around the pit boundaries to allow monitoring and sampling of groundwater. Based on the information contained within the current report submitted to the Township, these agreed upon additional wells (MW's 8, 9A, 9B and 10) have now been installed and have been incorporated into the annual monitoring program. Sampling and lab analysis was completed for all available wells during 2012 and 2013. The obtained groundwater samples were analyzed for General Chemistry (including Metals), volatile organic compounds (VOC) and Petroleum Hydrocarbon (PHC) parameters. No issues of concern were identified during the 2012 or 2013 monitoring events. The laboratory Certificates of Analysis for the 2013 PHC analyses were not included in the supplied report, however upon request from Bluewater these were supplied by Whitewater. The completed chemical analyses of groundwater indicate conditions typical for Melancthon Township. No elevated VOC or PHC parameters were determined to exist at any sample locations with the exception of a concentration of chloromethane of 14 ug/L determined at MW-8 during the October 2012 sampling event. This finding was not repeated during the 2013 monitoring and does not likely represent a significant impairment of groundwater quality but should be tracked during future sampling events.

The report further states that the washing operations at the north pit have now been terminated and the Permit To Take Water (PTTW) for PW-1 has been surrendered by Strada. The PTTW Notice of Cancellation (#7627-8USGFR) issued by MOE was included in the report.

BLUEWATER GEOSCIENCE

Based on the information contained in the reviewed report, it appears that an adequate number of monitoring points are now in place along the downgradient boundaries of the pit property to effectively monitor groundwater quality. On-going monitoring and sampling should include all available wells at the property.

If the Township has any questions regarding the information provided in this letter, we would be pleased to address them.

Sincerely,

BLUEWATER GEOSCIENCE CONSULTANTS INC.

A handwritten signature in cursive script, appearing to read "B. Lemieux".

Breton J. Lemieux, M.Sc., P.Geo., QP
President, Senior Geoscientist

Date: April 17, 2014

From: AMO Communications <communicate@amo.on.ca>
Sent: April-22-14 12:30 PM
To: dholmes@melancthontownship.ca
Subject: AMO OPP Billing Update and Additional Webinar

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

April 22, 2014

OPP Billing Update and Additional Webinar

As you are aware, on April 10, 2014 the OPP Billing Steering Committee provided its Report to the Minister of Community Safety and Correctional Services and the OPP. Since that time, three webinars have been provided for OPP policed communities to explain the Report's findings. An additional webinar will be offered on Thursday, April 24, 2014 from 9:00 a.m. to 10:00 a.m. If you would like to participate, please email Evelyn Armogan at earmogan@amo.on.ca to be included in it. We ask you to email her by noon on April 23rd.

As a result of the feedback received so far, we have added some additional Questions and Answers. Those questions and answers can be found [here](#).

One of those questions concerns the work of the Future of Policing Advisory Committee (FPAC) and how it lines up with OPP Billing Reform. These initiatives do not align. The OPP Billing Steering Committee's report expresses disappointment with the pace of the future of policing work. This message has been reiterated by AMO to the Ministry on several occasions and AMO's representative continues to push for a broader consideration of sustainability issues. The Future of Policing Advisory Committee work is still a work in progress. It includes a broad group of stakeholders from the policing community and the Committee's discussions are considered confidential. Its recommendations to the Minister are expected in the fall of 2014.

For your interest, attached are general information updates and highlights on the Future of Policing Advisory Committee's work from the [Ontario Association of Police Service Boards](#) and a [video](#) from the President of the Ontario Association of Chiefs of Police.

AMO Contact: Matthew Wilson at mwilson@amo.on.ca, 416.971.9856 Ext. 323.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

From: communicate@amo.on.ca

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AMO's OPP Billing Report - Questions and Answers

April 10, 2014 (with updates below)

1. What's the status of the AMO OPP Billing Steering Committee Report?

It is the Committee's best effort at providing its advice to the Province on OPP billing reform. The province created this problem, the province must fix it.

2. Doesn't the current billing model work?

The provincial government and the OPP have determined they want to change the model. Both cite the Auditor General's report and the extreme variability of the current billing model as reasons for reform. This variability has been compounded by the OPP wage deal, OMPF decreases, no clear efforts to improve OPP efficiency, and a longstanding lack of cost accountability and transparency.

3. What does the report do?

- It firmly illustrates the need for phased-in implementation and mitigation.
- It tables a blended household and weighted assessment option which captures all property types and is a measure of a community's fiscal capacity as an option that has merit.
- It strengthens municipal arguments that the province needs to get on with the business of modernising police services, balancing interest arbitration and other actions to ensure future sustainability.

4. I haven't seen the impacts of any option for my municipality.

The Committee's work was focused on the impacts for the sector as a whole and it did not see municipality by municipality impacts of any of the models. This 'blind' approach helped keep the analysis and discussion unbiased. Each model had impacts and all pointed to the need for phase-in and mitigation. Whether or not one model or the other is supported, the need for policing efficiencies and alternatives to delivering non-core policing are long overdue.

5. What does the report mean for my municipality?

We know any billing model will affect different municipalities in different ways – that happens with any formula. There is no magic bullet in such circumstances. It will be up to the province to consider the advice of the Committee as well as others. No matter what it decides, a comprehensive implementation plan that works for all communities must be developed and shared along with its decision on a model.

6. What has the Steering Committee achieved by doing this work?

The Committee's work should give municipalities confidence that other billing options were given serious consideration. It looked at four more than the OPP shared in its public consultations. Detailed, sector wide analysis of the impacts of various scenarios was completed and now has been provided for all to review and consider.

7. What does the report say about Provincial Service Usage credits?

The report states that these dollars should continue to flow to municipalities with the introduction of any new billing model.

8. When did the OPP's proposal change from 73/27 to 60/40?

Mid-way through the Committee's deliberations the OPP presented a new cost split that is closer to 60% Base Costs and 40% Calls for Service due to its further analysis of overhead and other costs and in response to comments last fall about 73/27.

9. What's the key difference between pure household and blended 50% households and 50% weighted assessment?

Weighted assessment measures the size of the municipality's tax base. It refers to the total assessment for a municipality weighted by the tax ratio for each class of property. (Ontario Ministry of Finance) Therefore it includes commercial, industrial, and residential. It also includes payments in lieu of property taxes (from provincial or federal facilities). It is a key measure of municipal fiscal circumstance and the ability of a community to raise revenue.

Additional Questions and Answers arising from Webinar Discussions (added April 16, 2014)

10. Why can't I get the info that the models are built on?

The province provided data that was necessary for the Committee to build models, analyse impacts and make projections. The Ministry/OPP did not authorize the Committee or AMO to share the data provided to it.

11. How can I figure out the impacts of each option that was modelled?

We appreciate that municipalities are anxious to know how these proposals will affect them specifically. Municipalities are directed to the five models on page 29 of the report. It provides information that demonstrates how each model relates to the current bill and the OPP's fall proposal of per household 73:27 base and call for service ratio so municipalities can get a sense of how the models change the distribution and range of impacts.

12. What do you expect the Province will do with the report and its advice?

We expect the Ministry and OPP will read the report and consider the advice. We would encourage the province to also undertake the fiscal impacts of any model and have Ministry of Finance do a property tax impact analysis for each municipality. The province must understand the impacts of its actions on this particular municipal budget line, while recognizing that municipal governments will most likely have other service costs pressures. This work is absolutely necessary to quantify a mitigation and phase-in plan.

13. Why couldn't the Committee figure out the nature of mitigation funding?

As noted in the Report, each option modelled had variable impacts, but it was clear that whatever the Province decides to do, that there must be mitigation funding. The Committee did not have the resources, including the data, to do this in detail. The Province created the problem and now the province needs to demonstrate to the 324 OPP policed communities how it is going to solve the problem.

14. Why did the Committee work within such a constrained timeline?

The Province had announced a hard date of January 2015 for implementation of a new billing model. As such, the Committee felt it needed to provide its best advice to the province in a timely manner. It covered a great deal of information, as is evident in its Report. The Committee feels that the province must figure out property tax impacts of any billing model it

will implement. This is a really important analysis that has not yet been done and needs to be done in order for the province to fund a mitigation plan.

15. How does the Future of Policing Advisory Committee (FPAC) work line up with the OPP Billing Reform?

It doesn't. FPAC is a multi-stakeholder group. Its terms of reference set out a 2 year process for reporting to the Minister. AMO has growing doubt that anything of substance could be done for quite some time. The OPP Billing Steering Committee's report expresses great disappointment that alternatives to how elements of policing could be done differently have not seen the light of day, notwithstanding some momentum coming out of the Police Summit of 2012. AMO's Board of Directors has decided to set up a Modernizing Police Task Force that will examine ways in which the standards of policing could be refashioned in light of changing demographics, and socio-economic factors, among other matters.

16. How can my Council endorse one of the models if we don't know the impacts?

The Committee's work clearly concluded that any change brings financial consequences – the scope and scale may change with each, but mitigation and phase-in is going to be required no matter what. Municipalities should be making this a key message to the province. The Committee is not looking for Councils to endorse either model per se – its work was to help inform the province and to see how the comments from municipal governments on the OPP's fall consultation might be addressed.

Denise Holmes

From: Corcoran, James (MTO) <James.Corcoran@ontario.ca>
Sent: April-15-14 4:40 PM
To: Denise Holmes
Cc: Meertens, Ron (MTO); Rocha, Bianca (MTO); Mentley, Ryan (MTO)
Subject: RE: Highway 10 Rehabilitation

Dear Ms. Holmes,

Thank you for your inquiry regarding entrance removal locations and for providing the information on drainage crossings on this Highway 10 rehabilitation project.

Entrance removals and locations:

The number and location of private entrances has a direct impact on the operation and efficiency of the highway. Under the provisions of the Public Transportation and Highway Improvement Act, RSO, 1990, c.P.50, MTO has the authority to regulate entrances onto the highway. As part of this project, we are reviewing all private entrances on the highway corridor to determine if modification, relocation or removal is appropriate based on the intent to preserve the safety and efficiency of the provincial highway.

Drainage:

Since the Notice of Study Commencement was sent out to agencies and the public, the scope of this project has been changed to no longer include any minor drainage improvements including ditch cleanouts and culvert replacements.

Please let us know if you require any further information or details of this project.

Sincerely

James Corcoran RPF | Environmental Planner
Ministry of Transportation | Planning & Design Office |
659 Exeter Road London ON N6E 1L3 | 519-873-4741

From: Denise Holmes [<mailto:dholmes@melancthontownship.ca>]
Sent: March 25, 2014 11:16 AM
To: Meertens, Ron (MTO); Corcoran, James (MTO)
Subject: Highway 10 Rehabilitation

Good morning,

The Township of Melancthon is in receipt of the attached correspondence which was reviewed at last week's Council meeting. Council raised concerns regarding the third bullet point (modification or removal of entrances onto Highway 10 in accordance with MTO best practices) and would like to know how many entrances will be removed and where they are located.

Should you have any questions regarding the above request, please don't hesitate to contact me.


Thank you.

Regards,

Denise Holmes



Denise B. Holmes, AMCT | CAO/Clerk | Township of Melancthon | dholmes@melancthontownship.ca | PH: 519-925-5525
ext 101 | FX: 519-925-1110 | www.melancthontownship.ca |

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April 14, 2014

TO: Veterinarians and Animal Shelters in Wellington, Dufferin and Guelph

RE: Wellington-Dufferin-Guelph Public Health's Response to CFIA Rabies Program Changes – effective April 1, 2014

Dear Stakeholders:

The Canadian Food Inspection Agency (CFIA) has communicated to provinces and territories that **effective April 1, 2014 it will no longer collect, process or ship any animal specimens for rabies testing.** This includes animals who were involved in a biting incident with a human.

At this time the Ministry of Health & Long-Term Care (MOHLTC) is working on an Ontario-specific solution by developing a rabies specimen collection and delivery program. Until the new system is in place, effective April 1, 2014, health units will **recommend post-exposure prophylaxis (PEP) to victims of an animal exposure incident based upon an appropriate risk assessment in all cases where rabies in an animal cannot be ruled out.** Stakeholders will be notified once the new provincial animal specimen collection system is established.

We have been asked by the MOHLTC to advise all local veterinarians and animal shelters that euthanasia of animals prior to the end of the 10 day observation period, following a biting incident, should be limited to those cases where there is a clear and significant animal welfare concerns in keeping the animals alive, for the required period. In the absence of a rabies specimen collection system in the province at this time, the only means of ensuring that the risk of rabies transmission in a human is appropriately managed is to have the animal involved in the incident observed for the 10 day observation period, following the exposure date. If the animal is not available for the 10 day observation period, and rabies cannot be ruled out, WDGPB will recommend PEP for the victim(s) involved in the incident with the animal.

Until further notice the following process should be followed by veterinarians and/or animal shelters when reporting or referring a suspect rabid animal incident.

1. For incidents that involve **HUMAN CONTACT with a suspect rabid animal** please call the Wellington-Dufferin-Guelph Public Health at 1-800-265-7293 ext. 2673.
2. For incidents that involve **DOMESTIC ANIMAL (pets & livestock) CONTACT with a suspect rabid animal** please call the Ontario Ministry of Agriculture and Food's (OMAF) Agricultural Information Contact Centre at 1-877-424-1300.

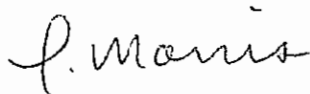
3. For incidents that involve suspect rabid **WILDLIFE with no known contact with a human or domestic animal** please call the Ministry of Natural Resources – Rabies Hot Line at 1-888-574-6656.

As a reminder, in accordance with the ***Health Protection and Promotion Act Regulation 557 Communicable Diseases – General – Rabies Sect 2. (1)*** *A physician, registered nurse in the extended class, veterinarian, police officer or any person who has information concerning any animal bite or other animal contact that may result in rabies in persons shall as soon as possible notify the medical officer of health and provide the medical officer of health with the information.*

To report an animal bite, please complete the **Rabies Exposure Report**, as posted on www.wdgpúblicahealth.ca, and fax to 519-846-3307 .

Please contact our office at 1-800-265-7293 ext. 2673 if you have any questions or concerns.

Yours truly,



Jessica Morris, MSc, CPHI (C)
Manager, Health Protection



BURNSIDE

[THE DIFFERENCE IS OUR PEOPLE]



April 10, 2014

Mrs. Denise Holmes, A.M.C.T.
CAO / Clerk
Township of Melancthon
157101 Highway No. 10
Melancthon, ON L9V 2E6

Dear Denise,

Re: Drainage Superintendent Services
File No.: D-ME-SUP

As we are into the second quarter of the business year, we would appreciate updating our account for Professional Services. The enclosed invoice covers the time period from January 1, 2014 through March 31, 2014.

The work undertaken during this period includes the following:

January 2014

- Completed the Application for Grant on Costs of Employing a Drainage Superintendent for the 2013 year. Forward to Clerk for submission to Ontario Ministry of Agriculture and Food.

February 2014

- Complete the Grant Allocation Request Form – Fiscal Year 2014/15 for Ontario Ministry of Agriculture and Food and forward to Clerk for submission.
- Email from Township staff regarding owner's request on Westcott Drain about proposed drain crossing and removal of beaver dam. Review drain file and general discussion with owner's representatives, E. Sherk, regarding the above concerns. Further discussions with Township staff regarding addressing the above concerns. Complete letter to Mr. Sherk regarding required pipe size and construction procedure for the proposed Westcott Drain crossing. Also included is the procedure for the removal of the beaver dam. Copy Township staff and Conservation Authority.
- Update ownerships on the Mather Drain and on the Molter Drain regarding the drain cleanouts. Assist Township staff with preparation of assessment schedule and by-law for levying of maintenance costs for cleanout of Mather Drain.

March 2014

- Complete Application for Maintenance Grant for work completed in 2013 year on Mather Drain and on Molter Drain and include all pertinent material required for the application. Forward all to Clerk for submission to Ontario Ministry of Agriculture and Food.
- Update drain maps with current ownerships for proposed maintenance work on McCue Drain, on Bradley French Drain and on Ferguson Drain.
- Request from OMAF representative regarding missed information on submitted maintenance application. Forward information to them.
- Discussion with Nelson Martin, owner of Pt. Lot 11 Con. 5 NE regarding the need for a branch drain to the Stinson Drainage Works to provide an outlet for tile drainage in the northeast part of the property.
- Delivered petition signed by Nelson Martin and discussed it with CAO/Clerk regarding further procedure.
- Review of letter from MTO regarding the rehabilitation of Highway No. 10 north of Dufferin Road No. 17.

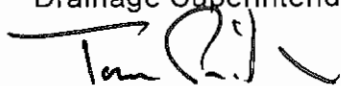
As you are aware, the cost of employing a Drainage Superintendent is eligible for a 50% grant. The Ministry has requested that the grant application be submitted yearly. As such the application will be completed for you at year's end.

Should you have any questions, please call.

Yours truly,

R. J. Burnside & Associates Limited

Drainage Superintendent

A handwritten signature in black ink, appearing to read 'T. M. Pridham', with a stylized flourish at the end.

T. M. Pridham, P.Eng.

Encl.

Denise Holmes

From: Cornerstone Standards Council <comments@cornerstonestandards.ca>
Sent: April-24-14 9:52 AM
To: undisclosed-recipients:
Subject: CSC lays the foundation for responsible aggregates – over 2,000 comments received
Attachments: 140423_CSC_Comments Received Announcement.pdf

As an individual or organization that submitted comments during Cornerstone Standards Council's (CSC) consultation period we want to share with you a short announcement regarding the comments we've received and the road ahead. The announcement has been posted on our website at http://www.cornerstonestandards.ca/?page_id=726 and is attached for your convenience.

If you haven't yet done so we suggest you sign up for CSC's mailing list, the best way to stay up to date on new developments and announcements. You can easily sign up for our mailing list at the homepage of our website - www.cornerstonestandards.ca.

Thank you kindly for your submissions and your continued interest in our work.

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CSC lays the foundation for responsible aggregates – over 2,000 comments received

April 23, 2014, Toronto, ON

With the close of its first public consultation, the Cornerstone Standards Council (CSC) enters the final stretch of developing and launching its voluntary standard for responsible aggregate extraction – a first for Ontario, and indeed globally.

Following two years of multi-stakeholder negotiations, CSC released its draft Standard for public comment from January 6th to March 21st, 2014. More than 150 individuals participated in 27 meetings and workshops, and CSC received 100+ submissions with 2,000+ comments from organizations and individuals. The number, range and depth of input received speaks to the importance and attention being paid to the establishment and management of aggregate operations in Ontario. Over the coming months, CSC's Standard Development Panel will review and consider the comments received, and prepare a second draft of the Standard for public consultation in late summer.

The work ahead for CSC is demanding, and will require collaboration and innovation to find real solutions that integrate environmental, social and economic values. CSC's Board of Directors remains committed to developing a world-class certification program that establishes a leadership Standard for the responsible siting and operation of all pits and quarries in Ontario.

Thank you to those who have contributed to our greater understanding of the issues; we look forward to finding sustainable solutions that will lay the foundation for a responsible aggregate Standard.

About Cornerstone Standards Council

Cornerstone Standards Council (CSC) is a not-for-profit organization that aims to create, administer and promote widespread support for certification of responsibly sourced aggregate materials. Its initial focus is on establishing a voluntary certification system to promote responsibly sourced aggregate materials in Ontario, offering operators an innovative way to demonstrate their efforts to meet the social and environmental expectations of the community.

Board of Directors of the Cornerstone Standards Council

Nick Caccavella	Senior Vice President, Holcim Canada
Bob Cartmel	President and CEO Eastern Canada, Lafarge Canada
Ryan Essex	Vice President, Miller Group
Dick Hibma	Chair, Conservation Ontario
Peter Kendall	Executive Director, Schad Foundation (Chair)
Ken Lucyshyn	Vice President, Walker Industries
Moreen Miller	President, Ontario Stone, Sand & Gravel Association
Thomas Mueller	President and CEO, Canada Green Building Council
Ron Reid	Carden Program Coordinator, Couchiching Conservancy
Caroline Schultz	Executive Director, Ontario Nature
Eric Stevenson	Director, Environmental Defence



Andrew Stewart
Krista-Bay West
Rodney Wilts

Director, McLean Foundation
Regional Manager, Rainforest Alliance
Partner, Windmill Development Group

Denise Holmes

From: BILL HILL <bill_hill@sympatico.ca>
Sent: April-15-14 12:32 PM
To: Denise Holmes
Subject: Fw: Municipal Request for Ombudsman Reviews of REA Process
Attachments: Ombudsman Resolution - Word 97 Version.doc

Bill Hill
Mayor Township of Melancthon
Warden County of
Dufferin
519-925-1161 home
519-216-0514 cell

From: Howardwarr@aol.com
Sent: Tuesday, April 15, 2014 12:11 PM
To: howardwarr@aol.com
Subject: Municipal Request for Ombudsman Reviews of REA Process

The provincial government has expressed concerns that municipalities are not operating in an open and transparent manner while at the same time removing Renewable Energy Projects from assessments under the Planning Act and transferring them to a process that operates behind closed doors in Toronto.

Last week, Wind Concerns Ontario sent a letter to the Ombudsman requesting an investigation of the REA process. The WCO letter documented many examples of problems from across Ontario with the REA process and can be viewed at the link below:

<http://www.windconcernsontario.ca/wp-content/uploads/2014/04/April-2014-ombudsmanFINAL.pdf>

It is clear that this is not just a citizen issue but also a municipal issue as the closed nature and the other process gaps in the REA process are causing problems for municipalities across the province. The Multi-Municipal Wind Turbine Working Group agreed last week to share a draft resolution requesting an Ombudsman investigation to their member municipalities. By way of this note, I am sharing the resolution with the contacts on my list of Unwilling Host communities.

The resolution is designed to be customized for the situation in your municipality by adding specific examples where the absence of openness and transparency is evident in the REA process in your municipality or by editing the 'whereas' statements in the preamble. I am sure that the WCO letter will give you a starting point to identify local issues. It is important that the Ombudsman hear from many municipalities with the resolutions supported by specific examples from their area.

E-mail addresses are provided at the end of the resolution for the provincial level contacts that should receive copies and you can add your local MPP so that they are aware of it as well.

I am providing the resolution in an older version of Word. I can provide a pdf copy if you are having trouble using this version.

If you have questions on this initiative please contact me at 519-291-6950.

Municipalities are continuing to give their support to the Coalition to develop a generic Noise Nuisance by-law but we still need more support before we can move forward with this initiative. Let me know as well if you need more information on this initiative.

Warren

Draft Municipal Resolution

Request Ombudsman Investigation of Renewable Energy Approval Process

Whereas the Provincial government is proposing to create new municipal accountability and transparency measures by giving the Ontario Ombudsman a role in investigating specific actions of municipalities and to conduct broader investigations if a broader systemic issue is identified; and,

Whereas the Green Energy and Green Economy Act 2009 removed decisions related to renewable energy projects from an open, accessible, timely and efficient municipal planning process governed by the Planning Act and replaced them with the Renewable Energy Approval process operated by the Ministry of the Environment; and,

Whereas the current Provincial Renewable Energy Approval reviews are conducted in private using a process; which compared to the planning processes that they replaced, have very limited public transparency to the local communities affected by their decisions; and,

Whereas local review of applications submitted by proponents of wind projects after they are deemed complete by the Ministry of the Environment indicate that the required assessments of the impact of the project on a community are missing significant information, inaccurate or completely absent; and,

Whereas the government set out a commitment in the February 2013 Throne Speech to place renewable energy projects in 'Willing Host' communities but continues to ignore resolutions of 82 municipalities indicating that they are not willing to host wind turbine projects by issuing new approvals of turbine projects in these municipalities; and,

Whereas municipalities are now receiving proposals from wind companies that contain substantial financial inducements to become 'Willing Hosts' and support projects in their community even though similar inducements would be considered an inappropriate transaction in the context of other planning proposals; and,

Whereas the legal procedures of the Environmental Review Tribunal that hears appeals of Ministry of the Environment decisions make it very difficult for local citizens to register local concerns as well as to follow the proceedings of tribunals that are largely conducted in Toronto offices according to a schedule that is not publicly available and constantly changing at the last minute.

In particular, the [insert municipal name] would like to draw the attention of the Ombudsman to the following specific examples of how the lack of openness and transparency in the Renewable Energy Approval process relates to this municipality:

- 1.
- 2.

Therefore, be it resolved that the Council of [insert municipal name] :

1. Requests that the Ontario Ombudsman undertake a broad review of systemic issues related to the current operation of the Renewable Energy Approval process; and,
2. Recommend guidelines and standards for the process going forward to ensure that it operates with an appropriate level of integrity, openness and transparency appropriate for a high profile provincial government initiative.

Send to:

Andre Marin, Ombudsman Ontario, - info@ombudsman.on.ca

cc: Jim Bradley, Minister of the Environment - minister.moe@ontario.ca

cc: Bob Chiarelli, Minister of Energy - bob.chiarelli@ontario.ca

cc: Local MPP

Denise Holmes

From: Vicki McCoy <vickim@funeralboard.com>
Sent: April-17-14 9:04 AM
To: Vicki McCoy
Subject: Funeral Professionals Week - May 4-11, 2014
Attachments: 100 Year Celebration - Proclamation Letter.pdf; 100 Year Celebration - Proclamations.docx

On May 6, 2014 funeral service in Ontario will celebrate 100 years as a licensed profession!

To mark this memorable occasion, we are inviting communities across the province to help us pay tribute by proclaiming May 4 – 11, 2014 , as “Funeral Professionals Week”. We hope that you will consider reaching out to funeral professionals within your community with a request to engage in events or initiatives aimed at raising consumer awareness about the value of funeral service.

On behalf of Ontario funeral professionals, we thank you for your continued support and commitment.

Sincerely,

Mac Bain, Councillor, City of North Bay
Wayne Smith, Chair, 100 Year Celebration Committee, Board of Funeral Services
Yves Berthiaume, Chair, Board of Funeral Services

Board of Funeral Services
777 Bay Street, Suite 2810, Box 117
Toronto, ON M5G 2C8
Tel. (416) 979.5450 / (800) 387.4458 ext. 225
Fax. (416) 979.0384
www.funeralboard.com
100@funeralboard.com

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**Board of Funeral Services
Conseil des services funéraires**

777 rue Bay Street, Suite/bureau 2810, Box/C.P. 117
Toronto ON M5G 2C8

Office of the Registrar
Bureau du registrateur

April 16, 2014

Celebrating 100 Years!

On May 6, 2014, funeral service in Ontario will celebrate 100 years as a licensed profession!

As one of the oldest self-regulating professions, we are honoured to have served bereaved families with care, dignity, and respect during difficult times. For this reason we hold our heads high and are so very proud of our history of compassion, professionalism, and exemplary service.

In recognition of a century of service and success, we are grateful to the Globe and Mail and Toronto Sun for their commitment to acknowledging the efforts of funeral professionals in daily publications on May 6, 2014.

To further mark this memorable occasion, we are also inviting communities across the province to help us pay tribute by proclaiming May 4 – 11, 2014, as “Funeral Professionals Week”. To support your valued contribution, please find attached a proclamation template that speaks to the initiatives, accomplishments, and contributions of licensed funeral professionals throughout the years.

We also hope that you will consider reaching out to funeral professionals within your community with a request to engage in events or initiatives aimed at raising consumer awareness about the value of funeral service.

On behalf of Ontario funeral professionals, we thank you for your continued support and commitment.

Sincerely,

Wayne Smith

Wayne Smith
Chair, 100 Year Celebration Committee
Board of Funeral Services

Yves Berthiaume

Yves Berthiaume, CFSP, PRF
Chair,
Board of Funeral Services

Mac Bain

Mac Bain
Councillor
City of North Bay

(INSERT NAME OF OFFICE)

(INSERT CITY / MUNICIPALITY), ONTARIO

PROCLAMATION

FUNERAL PROFESSIONALS WEEK

May 4 – 11, 2014

WHEREAS Funeral professionals are celebrating a century of service and success; and

WHEREAS Funeral service, one of the oldest self-regulated professions, funeral professionals are honoured to have served consumers in Ontario with care, dignity, and respect; and

WHEREAS For the past 100 years, the collective efforts of funeral professionals throughout the province have been exemplary; and

WHEREAS “Funeral Professionals Week” is a volunteer event designed to heighten public awareness and advise that consumer protections are available as another significant chapter begins

NOW, THEREFORE, I *(insert name of Mayor or MP)*, do hereby proclaim
May 4 - 11, 2014 as

“FUNERAL PROFESSIONALS WEEK”

**In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed**

(insert name of Mayor or MP)

Dated this (insert date) of May, 2014



400 Clyde Road, P.O. Box 729, Cambridge, ON N1R 5W6
Phone: 519-621-2761 Toll free: 866-900-4722 www.grandriver.ca

April 11, 2014



Denise Holmes, CAO/Clerk-Treasurer
Township of Melancthon
RR 6
Shelburne ON L0N 1S9

Dear Ms. Holmes and members of Council,

I'm writing on behalf of the partners of the Grand River Watershed Water Management Plan to present the Draft Plan to you and to ask your council to endorse it.

The goals of the Water Management Plan are to improve water quality, secure water supplies, reduce flood damage potential, address the effects of climate change and reduce the Grand River's impact on Lake Erie.

The Plan is the product of a voluntary partnership of municipalities, provincial and federal agencies and First Nations. Their representatives sat on a Project Team and a Steering Committee to oversee the development of the plan during the past four years.

The Plan has been developed in a collaborative process focused on finding the "best value solutions" – the most effective and efficient ways to address the goals. The Plan aligns the existing projects and programs of the partners so they can work together to improve the management of water issues.

There are no legal or financial obligations for any partner to the Plan. Because it is a voluntary Plan, a spirit of co-operation and shared responsibility is critical to its success.

The Plan includes Recommendations and Action Items brought forward by the members of the Project Team on behalf of their organizations.

Most of the Action Items are things the Plan partners are already doing, or plan to do, that will implement the recommendations. Other Action Items are best practices which partners can implement voluntarily to address water issues.

Enclosed, please find copies of the eight-page Executive Summary, which provides an overview of the Plan and its recommendations. (The complete document can be seen at www.grandriver.ca)

The Plan includes this Action Item of interest to your municipality:

- "Headwater municipalities, including the Township of Melancthon, will continue to work with their drainage superintendents and drainage engineers to pursue best practices for drain design and maintenance." (Action Item for Recommendation D9)

Please distribute these documents to the members of council and senior staff.

We also ask that your council approve a motion:

- endorsing, in principle, the Grand River Watershed Water Management Plan
- agreeing to continue to collaborate with other Plan partners to develop and voluntarily implement the best value solutions to water management issues in the Grand River watershed.

Our goal is to have municipal and First Nation endorsements by June 2014. We expect that the Plan will then be endorsed by the provincial and federal agencies soon after.

We would be happy to appear before council to provide additional information and to answer questions. To make arrangements please contact Ellen Fanning, Water Management Plan Assistant, at efanning@grandriver.ca or 519-621-2763, Ext. 2318.

Yours truly



Joe Farwell, P.Eng.
Chief Administrative Officer
Grand River Conservation Authority
On behalf of the Water Management Plan Steering Committee

Water Management Plan

Executive Summary– March 2014

A Water Management Plan for the Grand River Watershed

The Grand River lies at the heart of one of the richest, fastest growing regions in Ontario. The vitality of the Grand River watershed has been linked to the river and the natural environment.

Much has been done in the past 100 years to protect and improve the natural environment. Many of those improvements came about through the implementation of water management plans developed through partnerships involving the Grand River Conservation Authority, municipalities, the Province of Ontario and the Government of Canada.

The Grand River watershed faces new challenges brought on by high population growth, extensive agriculture and climate change.

This Water Management Plan addresses those issues. It is built on the foundation of earlier plans, especially the 1982 Grand River Basin Water Management Study.

This plan looks ahead 20 to 30 years and will guide future actions to maintain and improve the

The goals of the plan

The plan is an integrated water management plan with goals to:

- Ensure sustainable water supplies for communities, economies and ecosystems;
- Improve water quality to improve river health and reduce the river's impact on Lake Erie;
- Reduce flood damage potential; and
- Increase resiliency to deal with climate change.

environment of the Grand River watershed to ensure the environment remains healthy and sustainable as the population grows.

It is a joint plan by municipalities, First Nations, the GRCA, provincial ministries and federal departments to align their efforts and identify practical actions that will make the biggest difference.

It is a voluntary plan, not a legal requirement, so a spirit of cooperation and shared responsibility is critical to its success.

The Issues

Population growth

The Grand River watershed has a population of about 985,000 which is expected to reach 1.53 million by 2051.

The cities of Kitchener, Waterloo, Cambridge, Guelph and Brantford are among the fastest growing in the province.

Municipal drinking water comes

from more than 100 municipal wells and four river intakes. That same river also receives the treated effluent from 30 sewage treatment plants. More people means more demand on water resources for drinking water, stormwater management and sewage treatment.

Climate change

Warmer air and water temperatures, bigger rainstorms,



longer periods of drought — the possible consequences of climate change could pose new challenges in managing floods, improving water quality and securing water supplies for municipalities, farmers, industry and the natural environment.

Extensive agriculture

The Grand River watershed is one of the richest agricultural regions in Canada. About 70 per cent of the land is actively farmed and there are hundreds of thousands of hogs and cattle.

Fertilizers, farm chemicals and animal waste must be properly stored, handled and used to minimize impact on rivers, streams and groundwater. Erosion needs to be addressed to protect farmland and water quality.



The Partnership

The Plan is a voluntary, collaborative process that brings various agencies together as partners.

The focus of the Plan is to promote the adoption of best practices and the implementation of projects and programs that provide the greatest benefits relative to the investment.

By working together, these agencies have set out a strategy, based on agreed-upon local objectives and targets, to meet the needs of the ecosystem and watershed communities. The strategy will assist each partner to fulfill their role and to support each other throughout the process.

Many groups and organizations

have provided input to the plan through a variety of communication and engagement opportunities. That includes members of municipal councils, the agricultural community, aggregate producers, urban development organizations, environmental non-government organizations, other groups and the interested public.

Water Management Plan Partners

These agencies took part in the plan development and had members on the Project Team and/or Steering Committee.

Municipalities represented by:

- Regional Municipality of Waterloo
- County of Brant
- County of Haldimand

- City of Guelph
- City of Brantford
- City of Kitchener
- City of Waterloo
- City of Cambridge
- Township of Centre Wellington

Six Nations of the Grand River
Ontario Ministry of the Environment
Ontario Ministry of Natural Resources

Ontario Ministry of Agriculture and Food / Ministry of Rural Affairs
Environment Canada
Grand River Conservation Authority



Water Management Plan

The Integrated Action Plan

Introduction

The Water Management Plan consists of two sections:

- The first part is an overview of issues and the latest scientific information on those issues
- The second part is the Integrated Action Plan.

The Integrated Action Plan is a compilation of Recommendations and Action Items brought forward by the members of the Project Team on behalf of their organizations.

- The Recommendations identify the steps to be taken to reach the goals of the Plan.
- The Action Items are the tasks the partner agencies are already taking or plan to take to implement the Recommendation.

This document is a summary of the Recommendations in the Integrated Action Plan.

For the complete text of the Recommendations and the Action Items, please consult the Water Management Plan available at www.grandriver.ca

A Maintain a process of reporting, updating and continuous improvement

The success of the Water Management Plan will depend on:

- clear, regular communication,
- a commitment by each partner to implement the actions,
- a collective understanding of the gaps and barriers to implementation, and
- celebration of the collective successes of the actions.

Through this adaptive approach, the goals of the Water Management Plan will be achieved.

Recommendations

A1 Senior officials from the partner agencies will form an Implementation Committee to meet at least once a

year to review progress on the plan.

A second group, called the Water Managers Working Group, will be made up of representatives of the plan partners who are responsible for water management issues within their municipalities and organizations. The water managers will meet regularly to develop solutions to water issues, oversee work plans, implement actions, report on implementation and evaluate the effectiveness of actions.

A2 Regular communication and reporting are important for accountability, showing progress, celebrating success, identifying set-backs and achieving the results of the Plan.

Annual progress reports will be issued starting in 2015. A more detailed technical report on the progress toward achieving improvements in the watershed will be issued every five years.

A3. The Water Management Plan should be reviewed and updated regularly, particularly if changes are contemplated for some of the major assumptions in the Plan, such as:

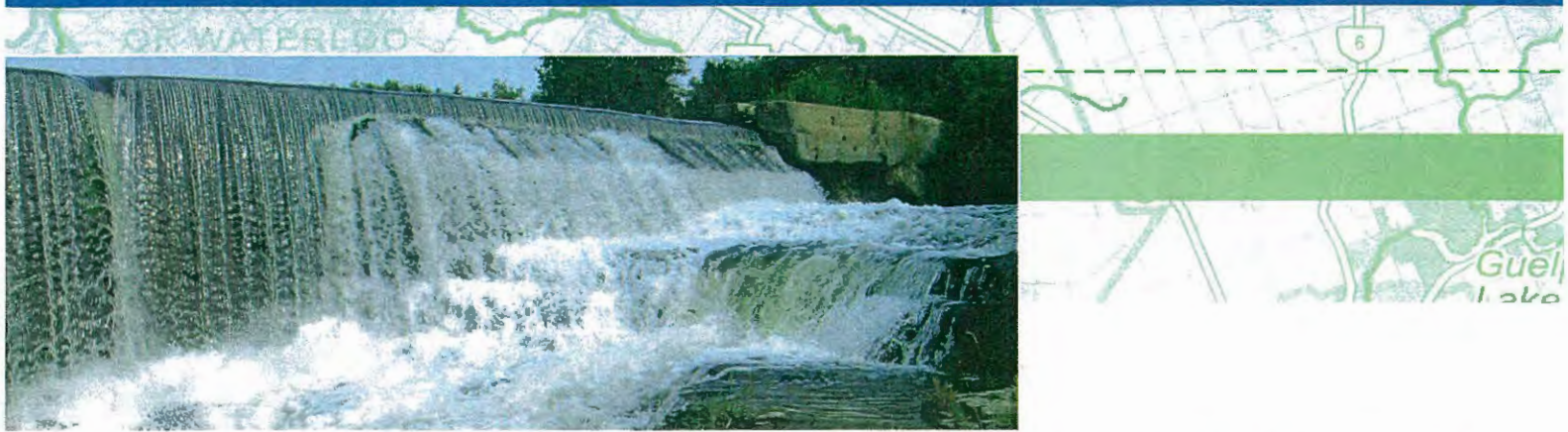
- if there is a plan by a municipality to expand its urban boundary,
- if there is renewed consideration of a Great Lakes pipeline as a water supply source, or
- if plans arise to develop a new municipal wastewater treatment plant

B Maintain a framework for water management

The best natural geographical unit for managing water resources is the watershed. It is also important to keep in mind the links between the land, water and related resources.

Recommendations

B1 To ensure sustainable water supplies, improve water quality and reduce flood damages, key hydrologic processes such as groundwater recharge, groundwater discharge and surface runoff must continue to be maintained or managed.



It is important to protect important features that provide these functions.

It is also important to recognize these features in municipal planning documents and subwatershed plans.

B2 A set of Broad Water Objectives for the Grand River Watershed was developed as part of the Water Management Plan.

These objectives express the uses, needs and values for water. The objectives were used to develop a series of indicators and targets used to measure changes in water conditions and evaluate the effectiveness of the Plan. Work should continue to expand and refine the suite of indicators and targets.

Ensure sustainable water supplies for communities, economies and ecosystems

There is enough water in the Grand River watershed to reliably meet future water supply needs of communities, economies and ecosystems.

However, as water use increases, the resiliency of the watershed to deal with increasing population growth, shifts in agricultural production, climate variability (i.e. floods and droughts) and climate change is reduced.

Efficiency in water use is strongly encouraged across all sectors including municipal supply, crop irrigation and other commercial, industrial and domestic uses.

The following Recommendations are intended to ensure sustainable water supplies by improving security, reliability and resiliency to deal with variability and change.

Recommendations

C1 Municipalities, particularly those with growth centres, should maintain long-term Water Supply Master Plans to identify future needs and sources.

C2 Municipalities should consider steps they can take to manage the demand for water. They should establish objectives for reducing demand and promote water conservation.

C3 It is important that municipalities, provincial agencies and the GRCA continue to share information and maintain strong working relationships to reduce regulatory uncertainty and ensure the security of water sources. The Water Managers Working Group will provide a forum for this.

C4 Agricultural irrigation is important in the area around several creeks: Whitemans, Mount Pleasant and McKenzie.

To maintain the sustainability of water supplies, particularly in a time of climate change:

- Irrigation water should be sourced from storage ponds and/or groundwater to avoid direct withdrawal from streams during low flow periods
- Advice on water use efficiency should continue to be provided to farmers to minimize evaporation, overspray and other water loss. Soil moisture should be assessed prior to irrigating, and ponds should be big enough to satisfy summer irrigation needs.
- Information should be kept current on water use to observe trends across the watershed.

C5 The GRCA operates seven reservoirs that supply water to augment river flows during the summer and fall. Water is released to meet the requirements for wastewater treatment plants and municipal water supplies at key locations in the river system. The current target flows should be maintained

C6 Climate change studies indicate there will be a shift in the timing and type of precipitation in the future, particularly during the winter. Therefore, the GRCA should consider a more flexible operating policy for reservoirs during the spring.

C7 Water from the reservoirs also assists with the assimilation of effluent from wastewater treatment plants. Studies have identified specific river flows (called 7Q20) that can be used for designing upgrades or expansions of wastewater treatment plants in the Grand, Conestogo and Speed rivers downstream of reservoirs.

C8 New Permits to Take Water from the Grand, Conestogo and Speed rivers in areas downstream of the reservoirs should contain requirements that the permit holder

Water Management Plan

reduce the rate of taking when flows in the river drop below the operational low flow targets.

C9 Aquatic life need certain river flows to remain healthy. A set of low-flow thresholds have been identified in the Plan to protect aquatic life. These need to be field verified. They may be used to help manage reservoir operations and drought management planning.

C10 Groundwater is an important source of municipal water. Groundwater that discharges to streams helps support aquatic life. More work needs to be done, particularly in the central Grand area, to understand the links between recharge areas, water supply sources and important groundwater discharge areas.

C11 To ensure future groundwater supplies, municipalities with urban areas should protect important groundwater recharge areas and take these areas into account when developing growth strategies.

C12 Local water management plans can help resolve potential conflicts among water users. These plans are recommended for Whitemans, Mount Pleasant and McKenzie creek subwatersheds, in the Norfolk Sand Plan area of Oxford and Brant counties.

C13 Droughts may become more common as a result of climate change. Proactive drought contingency plans should be developed among water users to deal with low water conditions.

D Improve water quality to improve river health and reduce the river's impact on Lake Erie

Surface and ground water quality issues vary across the watershed and are influenced by human activities and natural processes.

Water quality issues include nutrients, sediment, chloride and pathogens. Generally speaking, pollutants come from two types of sources:

- point sources are fixed locations, such as sewage treatment plants
- non-point sources include surface runoff from areas such as rural and urban land.

It is important that actions are implemented to manage both point and non-point sources.

Recommendations: Point Sources

D1 River water quality will improve greatly as wastewater treatment plants are upgraded over the next 10 years in Centre Wellington, Region of Waterloo, Guelph and Brant. These municipalities should continue with their plans.

D2 The managers and operators of wastewater treatment plants can improve the performance of their plants by adopting the Composite Correction Program. Municipalities that undertake the program are encouraged to adopt voluntary targets for effluent quality improvement.

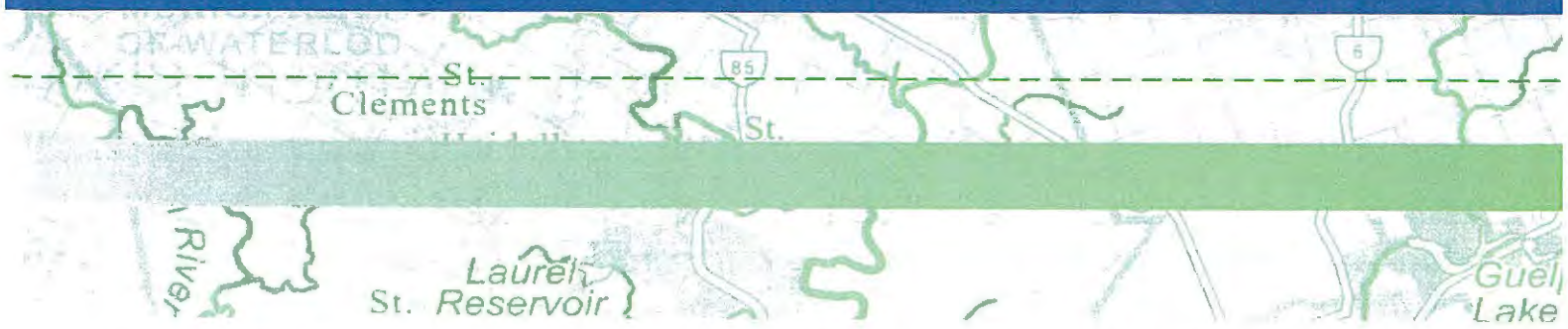
D3 It is important that wastewater treatment plant operators have a good understanding of the materials coming into their plants. Municipalities should have and enforce sewer use bylaws.

D4 To reduce the frequency and severity of sewage spills and bypasses from municipal wastewater treatment plants, it is recommended that municipalities, the GRCA and the Ministry of the Environment continue to implement the actions identified in the report: "Best Practices: Municipal Wastewater Treatment Plant Bypass and Spill Preventions and Reporting in the Grand River Watershed."

D5 The Grand River Simulation Model (GRSM) is an effective tool to evaluate the cumulative impacts of the 10 wastewater treatment plants in the central Grand River and lower Speed River. The GRCA should continue to maintain this decisions support tool for future municipal wastewater planning.

D6. Best value solutions for wastewater treatment options for smaller municipalities may be identified through broader subwatershed studies. It is





recommended that studies be completed or updated for the upper Grand, upper Conestogo, and upper Nith rivers, as well as Fairchild and Canagagigue creeks.

Recommendations: Rural Non-Point Sources

D7 The Rural Water Quality Program provides farmers with knowledge and financial incentives to reduce the amount of nutrients and sediment entering watercourses. The program should be enhanced to:

- a) expand the range of best management practices eligible for grants in some areas to provide a well-rounded watershed-wide program
- b) promote the adoption of conservation practices in addition to the current grants for capital projects;
- c) enhance assistance in priority areas or subwatersheds;
- d) extend the program to rural non-farm properties;
- e) include funding for well decommissioning across the watershed to protect aquifers; and
- f) include a monitoring program to measure the effectiveness of implementation.

D8 River nitrate levels tend to be high during winter and are expected to increase. Most nitrates come from non-point sources. To reduce nitrate concentrations, it is recommended that nitrogen application to land in areas of high groundwater recharge be optimized to maintain productivity while minimizing environmental losses in priority subwatersheds including the central Grand River, lower Nith River and Whitemans Creek.

D9 Municipal drains remove excess water from the land to facilitate farming. To facilitate management of sediment loads, soil erosion and flooding, municipalities should pursue best practices for municipal drain design and maintenance.

Recommendations: Urban Non-Point Sources

D10 Urban stormwater contributes significantly to phosphorous and sediment levels in the Central Grand River. It is recommended that municipalities implement practices that focus on sustainable funding of stormwater programs; development of stormwater management master plans; improvements to sediment and erosion control; enhanced communication and education; opportunities to retrofit existing uncontrolled areas, and maintenance and operation of facilities.

D11 Chloride levels are increasing, particularly in urban areas and areas of groundwater recharge. Municipalities should continue to manage chloride use by following Environment Canada's Code of Practice, participating in programs such as Smart About Salt, and promoting salt- and water-efficient water softeners.

D12 Pathogens (e.g. bacteria) are a concern to communities that get their drinking water from rivers. Studies should be carried out to understand the conditions when pathogens are of greatest concern so appropriate actions can be identified to mitigate these conditions.

Recommendations: In-River Improvements

D13 Water quality in the southern Grand River is poor, in part because of the cumulative impact from areas upstream, but also because of the lake-like conditions created by the Dunnville Dam. Studies should be done of possible ways to modify the dam or its operation to reduce its impact on water quality.

D14 Small dams and other in-river structures can alter the natural flow of the river, which causes sediment and phosphorous to accumulate behind them. Studies should be done to evaluate the likelihood that modifications or removal of these structures will improve water quality.

Recommendation: Data Collection & Monitoring

D15 It is important that water management decisions be based on adequate and reliable data. Gaps in existing data collection networks need to be addressed. More water quality data is needed to evaluate current conditions, monitor trends and report on progress



Water Management Plan

toward achieving water quality targets. The GRCA will continue to implement web-based tools for sharing data

E Reduce flood damage potential

The flood risk reduction program is relatively mature and the combination of structural and non- structural methods is effective.

It is estimated that structural measures implemented to this date have reduced average annual flood damages by 80 per cent.

Floodplain regulation has avoided creation of new flood damage potential and is helping to reduce future flood damage potential and risk to life.

Potential for large floods still exist. Climate change may increase the frequency and time of year that floods occur. The following recommendations are intended to enhance flood preparedness, adapt to a changing climate and continue to reduce the flood damage potential over time.

Recommendations

- E1** The seven multipurpose dams and reservoirs, and the extensive dike systems, are significant infrastructure assets that require ongoing investment, maintenance and operation. The GRCA will complete or update dam and dike safety studies.
- E2** An increase in the frequency and magnitude of severe storms will put stress on urban stormwater systems. Municipalities should assess their major stormwater systems to reduce their vulnerability. Consideration should be made for climate change.
- E3** Accurate floodplain maps help to prepare for emergencies, carry out flood damage assessment and manage development in flood-prone areas. The GRCA will complete digital floodplain mapping in flood damage centres, along the large rivers and on urban watercourses.
- E4** Maps showing potential flood depth levels and a database of vulnerable structures will help municipalities prepare for floods and carry out emergency plans. The GRCA will continue to create the



maps and work with municipalities to develop the database and develop flood warning lists.

- E5** The GRCA will maintain a watershed wide voice radio system so communication can be maintained even during severe weather when other communications systems may not be working.
- E6** The GRCA will continue to improve flood forecasting and its decision support tools (such as its computerized watershed models) as new data and technologies become available.
- E7** The GRCA will continue to refine the delivery of flood warning messages and work with other agencies to improve flood warning.
- E8** Additional ways to reduce flood damages in several flood-prone communities should be investigated: Drayton, Grand Valley, Paris, New Hamburg, Ayr, Caledonia, Cayuga and Dunnville.
- E9** Ice jams have the potential to cause significant flooding, especially in areas prone to jams such as Grand Valley, West Montrose, Paris, Brantford, Cayuga and Dunnville. The technical report, "Ice Jams in the Grand River Basin," will be updated and site-specific ice jam investigations will be carried out.

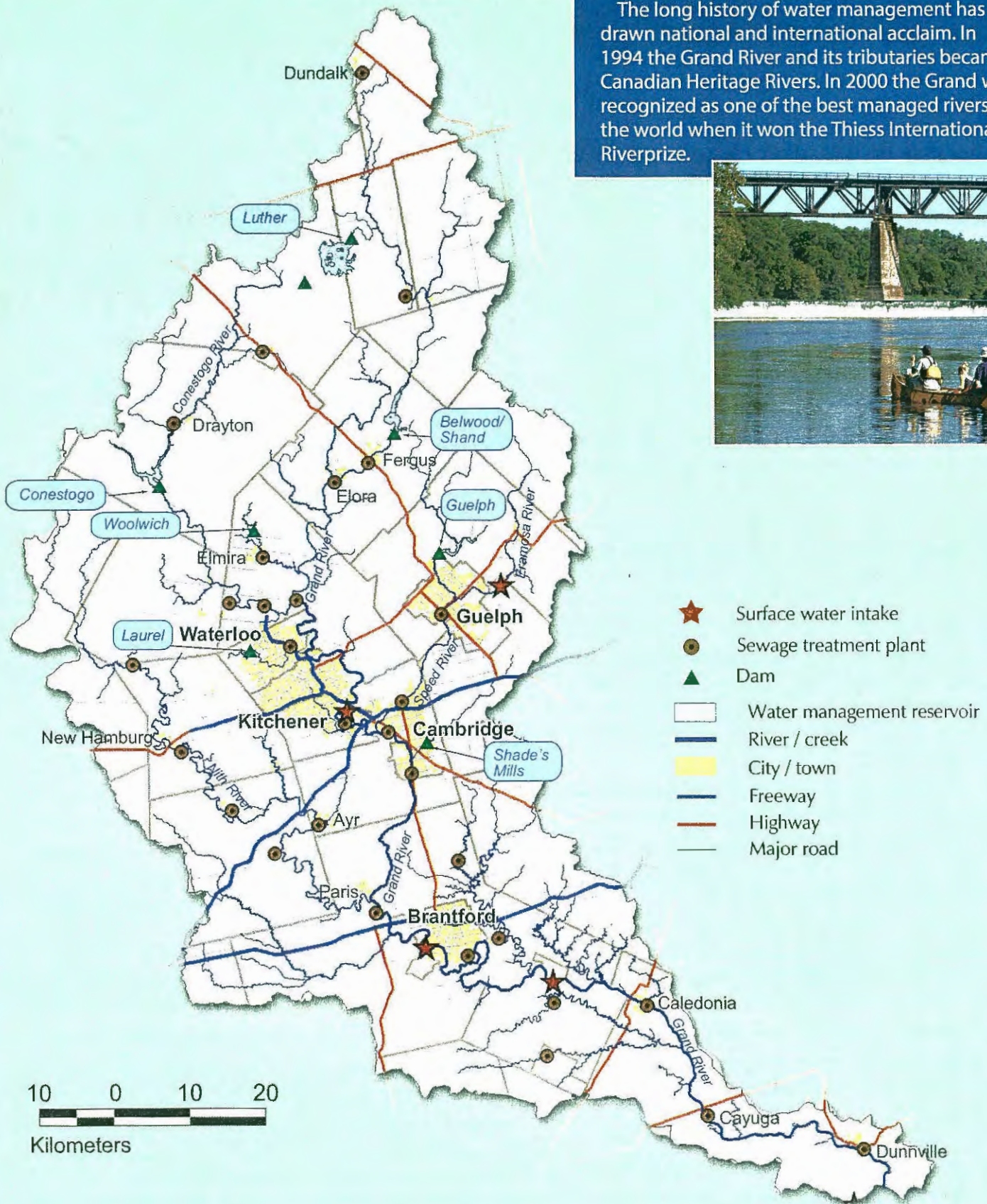
F Next steps

For innovative, best value solutions to manage water beyond 2030 Water Managers must keep local, regional and watershed-scale water planning a priority in their work plans. Steps need to be taken now to update and improve decision-support tools with adequate information and data. Furthermore, water managers should continue to consider for new ideas and push for innovative approaches to managing water and wastewater. Policies and best practices will need to be developed for these new approaches.

Grand River Watershed

A well managed river

The long history of water management has drawn national and international acclaim. In 1994 the Grand River and its tributaries became Canadian Heritage Rivers. In 2000 the Grand was recognized as one of the best managed rivers in the world when it won the Thiess International Riverprize.



Grand River Conservation Authority, 400 Clyde Road, Cambridge, N1R 5W6

519-621-2761 | www.grandriver.ca

This project was undertaken with the financial support of the Government of Canada through the Federal Department of the Environment. This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material.

Ministry of Energy

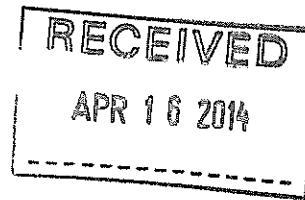
Office of the Minister

4th Floor, Hearst Block
900 Bay Street
Toronto ON M7A 2E1
Tel.: 416-327-6758
Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4^e étage, édifice Hearst
900, rue Bay
Toronto ON M7A 2E1
Tél. : 416 327-6758
Télec. : 416 327-6754



MC-2014-876

APR 14 2014

His Worship Bill Hill
Mayor
Township of Melancthon
RR 6
Shelburne ON L0N 1S0

Dear Mayor Hill:

The collective success of Ontario's municipalities is critical to the success of the province of Ontario. However, such successes can only be realized when communities and governments are pulling in the same direction.

I thought it would be beneficial to provide you with an update on the initiatives Ontario's government is undertaking today to give municipalities more information and control so they can increase their effectiveness – and take advantage of new opportunities – around local energy planning.

Large Renewable Procurement Process

Clean energy is one such opportunity. Building clean, reliable and affordable energy in a way that respects communities is our top priority. Since launching the Feed-in Tariff (FIT) program in 2009, Ontario has firmly established itself as a North American leader in renewable energy. This is remarkable progress and Ontario is proud of the role renewable energy is playing in the supply mix. As a result, on June 12, 2013, I directed the Ontario Power Authority (OPA) to end the procurement of large renewable energy projects through the FIT program and to develop a new competitive procurement process to allow for the consideration of future contract awards for cost-efficient and well-supported projects. I asked the OPA to engage with municipalities to help inform the identification of appropriate locations and siting requirements for future renewable energy projects.

Building on what we've learned through the success of the FIT program, the new Large Renewable Procurement (LRP) process will provide municipalities with a stronger voice going forward and additional opportunities to participate in the development of renewable energy projects. It will include an initial Request for Qualifications (RFQ) process to qualify applicants, followed by a Request for Proposals (RFP) process to evaluate projects, which can only be proposed by qualified applicants. The RFQ process will include robust qualification criteria that contain a requirement to demonstrate previous community engagement experience. After developers are qualified at the RFQ stage they will be required to work directly with municipalities and Aboriginal communities to satisfy a high bar of community engagement and local support before a contract is awarded.

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Two procurements are proposed, commencing in 2014, with the possibility of a third procurement in 2016, should any procurement capacity remain. The procurement targets include up to 300 megawatts (MW) of wind, 140 MW of solar, 50 MW of bioenergy and 50 MW of hydroelectric capacity in 2014. In 2015, the targets would include up to 300 MW of wind, 140 MW of solar, 50 MW of bioenergy and 45 MW of hydroelectricity. Each procurement is expected to take between 12 and 16 months to complete.

As part of the OPA's extensive outreach activities to inform the development of the LRP, the OPA developed preliminary sets of RFQ stage evaluation criteria and possible RFP stage components. These and other related materials were discussed with a wide variety of stakeholders and communities between December 2013 and February 2014. As part of these events, the OPA held four regional community meetings – in Chatham-Kent, Sudbury, Orillia and Napanee – for municipalities, local distribution companies (LDCs) and the general public. More than 850 groups and individuals participated in these activities and more than 65 made written submissions. The OPA and ministry staff also met with representatives from the Association of Municipalities of Ontario (AMO) task forces (Planning, Energy and Economic Development). I and some of my senior officials also met directly with AMO's MOU table.

After considering the feedback received, and building on previous energy procurement experience, the OPA submitted the Final Recommendations Report for the Development of a New Large Renewable Procurement Process on February 28, 2014, which is available online at www.powerauthority.on.ca/sites/default/files/page/LRP-Final-Recommendations-Report-20140228.pdf.

The OPA posted the draft RFQ on April 8 for public comment until May 2. The RFQ is anticipated to run from June to September. The OPA will continue to develop draft RFP rated criteria in consultation with the Ministry of Energy, municipalities and stakeholders with the intention to post the draft RFP later this year. In preparation for the RFP, the OPA plans to post an LRP-specific transmission availability table to identify specific circuits and transmission stations in the province where capacity for potential LRP projects may be available.

I encourage you to provide feedback and/or questions on the LRP at any time to LRP@powerauthority.on.ca.

Regional Planning Process Update

Regional electricity planning and siting is another matter I wish to bring to your attention. On October 8, 2013, Premier Wynne accepted the 18 recommendations made by the OPA and the Independent Electricity System Operator (IESO) to enhance the current processes for planning and siting moving forward.

The cornerstone of regional electricity planning is an open exchange of information and engagement with municipalities, Aboriginal communities, stakeholders and members of the general public. In Ontario, this will include better community outreach, early and often, while providing local governments and communities a greater voice in the planning and siting of energy infrastructure.

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To make sure their voices are heard, municipalities will need to actively participate in electricity planning and siting activities. The OPA has started the regional planning process in eight of the province's 21 regions, and will begin work in the remaining regions in the near future.

This is your opportunity to work directly with the OPA, key electricity stakeholders and the public to contribute to planning and identify the right solutions for your communities.

I encourage you to visit the OPA website at www.powerauthority.on.ca/power-planning/regional-planning to learn more about current and upcoming regional planning processes.

Municipal Energy Plans

When it comes to planning, some municipalities may appreciate having more tools at their disposal. Community energy planning supports the sustainability and long-term economic prosperity of Ontario's municipalities.

The 2014 Provincial Policy Statement (PPS) includes enhanced policies for promoting energy conservation and efficiency and providing opportunities for the development of renewable energy and alternative energy systems, including district energy. It promotes land-use and development patterns, which maximizes energy efficiency and encourages the long-term consideration of electricity generation facilities and transmission systems. It also promotes healthy liveable communities, wise use of land, compact development, transit and active transportation, economic development and investment readiness, all of which are supported by comprehensive energy planning.

I would like to encourage all municipalities to apply to the province's Municipal Energy Plan (MEP) Program, which provides up to \$90,000 to help Ontario municipalities understand their energy use through a community energy planning process.

A MEP aligns energy, the built environment and land use planning. It identifies community-wide energy efficiency and green energy options and supports economic development opportunities. A MEP also supports local conservation, renewable energy, regional energy planning and Ontario's Conservation First policy, Long-Term Energy Plan (LTEP) and PPS. As well, a MEP will help identify future local generation and/or distribution issues.

The ministry will be receiving new applications for the MEP program starting in early May and intake and review will be ongoing. Applications and more information will be available in early May at www.energy.gov.on.ca/en/municipal-energy.

These new processes and initiatives – large renewable procurement, regional electricity planning and the Municipal Energy Plan program – are all part of the government's efforts to change and improve how we work together with municipalities on energy issues.

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Significant progress is being made and I fully expect that as we continue with implementation of the LTEP, municipalities will play a crucial role in energy planning and siting. This is the time to step forward in partnership to make sure local voices are heard so we can all work together on building a clean, reliable and affordable energy system.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Chiarelli". The signature is fluid and cursive, with the first name "Bob" and last name "Chiarelli" clearly distinguishable.

Bob Chiarelli
Minister

BEN RYZEBOL, Director of Public Works
PUBLIC WORKS - TELEPHONE: (519) 941-1065
FAX: (519) 941-1802
email: bryzebol@amaranth-eastgary.ca



374028 6TH LINE, AMARANTH, ONTARIO
L9W 0M6

SUSAN M. STONE, C.A.O./Clerk-Treasurer
TELEPHONE: (519) 941-1007
FAX: (519) 941-1802
email: suestone@amaranth-eastgary.ca

April 17, 2014

Clean Farms Inc.
627-21 Four Seasons Place
Etobicoke, Ontario
M9B 6J8

Dear Sir/Madam:

Re: Disposal/Recycling of Feed Bags/Fertilizer Bags/Seed Bags

At the regular meeting of Amaranth Council held April 16, 2014, the following resolution was set forth.

Resolution

Moved by W. Kolodziejchuk - Seconded by H. Foster

Resolved that Whereas the Township of Amaranth is predominately a rural agricultural municipality situated in the County of Dufferin;
And Whereas the County of Dufferin is comprised of eight municipalities with six municipalities predominately rural agricultural;
And Whereas the disposal and recycling of animal feed bags, fertilizer bags and seed grain bags is not readily environmentally available in the County;
And Whereas Clean Farms Inc, 627-31 Four Seasons Place, Etobicoke, Ontario M9B 6J8 has pilot projects dealing with the environmentally friendly disposal of these and other agricultural products in other parts of Ontario and may be planning to expand collection into the County of Dufferin;
Therefore be it resolved that the Council of the Township of Amaranth encourages Clean Farms Inc, to expand their collection of the aforementioned products into the County of Dufferin and that a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Minister of Agriculture, the Ontario Minister of the Environment, the local MP and MPP, and the County of Dufferin for support and encouragement. Carried.

Yours truly,

Susan M. Stone, A.M.C.T.
CAO/Clerk-Treasurer
Township of Amaranth

SMS:cd

cc: Hon. Kathleen Wynne-Minister of Agriculture,
Minister of the Environment, David Tilson - MP
Sylvia Jones - MPP, County of Dufferin &
Dufferin Area Municipalities

5

MAY - 1 2014

ADMINISTRATIVE AGREEMENT ON THE FEDERAL GAS TAX FUND

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada")

AND: **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as represented by the Minister of Municipal Affairs and Housing ("Ontario"),

AND: **ASSOCIATION OF MUNICIPALITIES OF ONTARIO**, legally incorporated under the *Corporations Act*, in the Province of Ontario ("AMO"),

AND: **CITY OF TORONTO**, continued as a municipal corporation pursuant to the *City of Toronto Act, 2006* ("Toronto").

1. PURPOSE

This Administrative Agreement sets out the roles and responsibilities of Canada, Ontario, AMO and Toronto for the administration of the GTF. The roles and responsibilities of Ontario, AMO and Toronto set out in this Administrative Agreement are several and not joint.

2. CONTEXT

With this Administrative Agreement, Canada, Ontario, AMO and Toronto wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities, building on:

- The success of the First Agreement;
- Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in 2014-2015;
- *Economic Action Plan 2013*, through which the Government of Canada announced a renewed GTF which included the indexation of the gas tax funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33);
- *Economic Action Plan 2013*, which encouraged provinces, territories, cities and communities to support the use of apprentices in infrastructure projects receiving federal funding. Canada recognizes that Ontario has developed and implemented its own initiatives with regards to the use of apprentices in infrastructure projects;
- *Economic Action Plan 2013*, through which the Government of Canada announced an expanded list of GTF eligible project categories and encouragement for asset management planning.

3. PRINCIPLES

Canada, Ontario, AMO and Toronto acknowledge that this Administrative Agreement is based on the following principles:

- a. **Principle 1 – Respect for jurisdiction:** The GTF was designed to leverage the strengths of each government and is based on the principle that each has areas of jurisdiction and is accountable to its population. Canada respects the jurisdiction of provinces and territories over municipal institutions.
- b. **Principle 2 – A flexible approach:** In recognition of the diversity of Canadian provinces, territories, regions and communities, the GTF recognizes the need for a flexible approach to program delivery. Wherever possible, the GTF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.

- c. **Principle 3 – Equity between jurisdictions:** The GTF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.
- d. **Principle 4 – Long-term solutions:** The GTF provides predictable, long-term funding for communities, where communities choose projects locally and prioritize them according to their needs, while respecting the principle of incrementality and not displacing current infrastructure investments.
- e. **Principle 5 – Transparency:** The GTF is administered via an open and transparent governance process which recognizes and communicates Canada's contribution to communities' infrastructure priorities and includes regular program evaluations and progress reporting to Canadians.

4. ANNEXES AND SCHEDULES

The following annexes and schedules are attached to and form part of this Administrative Agreement:

- Annex A: Definitions
- Annex B: Terms and conditions, including:
 - Schedule A: Ultimate Recipient Requirements
 - Schedule B: Eligible Project Categories
 - Schedule C: Eligible and Ineligible Expenditures
 - Schedule D: Reporting
 - Schedule E: Communications Protocol
 - Schedule F: Unincorporated Areas

5. DEFINITIONS

Unless defined elsewhere in this Administrative Agreement, capitalized words used throughout this Administrative Agreement are defined in Annex A (Definitions).

6. FEDERAL GAS TAX FUND

- 6.1 Any GTF funding that may be transferred by Canada to Ontario, AMO or Toronto, when transferred, will be administered by each of Ontario, AMO and Toronto in accordance with this Administrative Agreement, including the terms and conditions set out in Annex B (Terms and Conditions).
- 6.2 Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Administrative Agreement and will no longer be governed by the terms and conditions of the First Agreement.

7. OVERSIGHT COMMITTEE

- 7.1 An Oversight Committee established by Canada, consisting of two representatives from Canada, two representatives from Ontario, two representatives from AMO and two representatives from Toronto, will monitor the overall implementation of this Administrative Agreement, and will serve as the principal forum to address and resolve issues arising from the implementation of this Administrative Agreement.
- 7.2 Canada, Ontario, AMO and Toronto will each appoint a representative that will be designated as Executive Lead. The details of appointments, roles and responsibilities will be set out in the Oversight Committee's terms of reference.
- 7.3 The Oversight Committee will be co-chaired by Canada's Executive Lead and, on a rotational basis to be set out in the Oversight Committee's terms of reference, the Ontario, AMO or Toronto Executive Lead.
- 7.4 Issues may be discussed between Executive Leads on a bilateral basis, or at the Oversight Committee. The Oversight Committee's terms of reference will establish guidelines with respect to which subject matters are to be addressed bilaterally or by the Oversight Committee.
- 7.5 Canada, Ontario, AMO and Toronto will share information in response to reasonable inquiries made by representatives of the Oversight Committee regarding the implementation and administration of this Administrative Agreement.

- 7.6 Canada, Ontario, AMO and Toronto agree that, in addition to the requirements set out in Section 2.3 of Schedule E (Communications Protocol), any communications working group or subcommittee established by the Executive Leads, will report on plans and achievements throughout the year to the Oversight Committee.

8. DISPUTE RESOLUTION

- 8.1 Canada and Ontario, AMO and Toronto will work together as appropriate to resolve any issues which may arise in relation to this Administrative Agreement. The Oversight Committee's terms of reference will establish guidelines on subject matter that should be addressed either bilaterally or at the Oversight Committee.
- 8.2 It is understood that failure to meet the following requirements are of particular interest and will be addressed as a priority:
- a) compliance by Ultimate Recipients with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures) of Annex B (Terms and Conditions) in the case of AMO and Toronto, and compliance by Ontario with Sections 1, 2 and 3 of Schedule F (Unincorporated Areas);
 - b) submission of an Annual Report to Canada by September 30th of each year and an Outcomes Report, as outlined in Schedule D (Reporting) of Annex B (Terms and Conditions) in the case of AMO and Toronto, and Section 6 of Schedule F (Unincorporated Areas) in the case of Ontario;
 - c) conducting communications activities in accordance with the requirements outlined in Schedule E (Communications Protocol) of Annex B (Terms and Conditions).
- 8.3 An escalating dispute resolution approach would begin with an Oversight Committee discussion followed by senior official-level discussions and ultimately Ministerial-level discussions for resolution, within a reasonable timeframe, to the satisfaction of Canada.
- 8.4 In the event of any unresolved issue, it is understood that the final decision with respect to such issue will rest solely with Canada.

9. AUDITS AND EVALUATION

- 9.1 Canada may, at its expense, carry out any audit in relation to this Administrative Agreement. Ontario, AMO and Toronto will provide Canada and its designated representatives with reasonable and timely access to all documentation, records and accounts that are held by Ontario, AMO or Toronto, as appropriate, Ultimate Recipients, their respective agents or Third Parties and those that are related to this Administrative Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit and evaluation. Canada will share a copy of the audit with Ontario, AMO or Toronto as appropriate and discuss any concerns raised in the audit with Ontario, AMO or Toronto as appropriate.
- 9.2 Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. Ontario, AMO and Toronto will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available. Within a reasonable time period prior to the evaluation results being made publicly available, Canada will share a copy of the evaluation with Ontario, AMO or Toronto, as appropriate, and discuss any concerns raised in the evaluation with Ontario, AMO or Toronto as appropriate.
- 9.3 Ontario, AMO and Toronto will each keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and will, upon reasonable notice, make them available to Canada.
- 9.4 Sections 9.1 to 9.3 will remain in effect for seven (7) years beyond the expiration or termination of this Administrative Agreement.

10. DURATION, TERMINATION, REVIEW AND AMENDMENT

- 10.1 This Administrative Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless Canada, Ontario, AMO and Toronto agree to renew it. In the event where this Administrative Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by Ontario, AMO, Toronto or an Ultimate Recipient, that have not been expended on Eligible Projects as of March 31, 2024 will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and Ontario, AMO or Toronto, as appropriate.
- 10.2 This Administrative Agreement will be reviewed by Canada, Ontario, AMO and Toronto by March 31, 2018.
- 10.3 This Administrative Agreement may be amended at any time in writing as agreed to by Canada, Ontario, AMO and Toronto.
- 10.4 If Canada concludes an agreement with respect to the GTF for similar purposes with any other province or territory of Canada, and that agreement taken as a whole is materially different from this Administrative Agreement, Ontario, AMO or Toronto may ask Canada to agree to amend this Administrative Agreement so that, taken as a whole, it affords similar treatment to Ontario and its Municipalities as the other agreement affords to the other province or territory and its municipalities. In the event of any such request, Canada, Ontario, AMO and Toronto agree to discuss the request and any agreement reached between them to amend this Administrative Agreement will be effected in accordance with Section 10.3 (Duration, Termination, Review and Amendment).
- 10.5 This Administrative Agreement may be terminated at any time and for any reason by Canada, Ontario, AMO or Toronto on two (2) years written notice to each of the other parties. In the event where this Administrative Agreement is so terminated, any GTF funding and Unspent Funds, and any interest earned thereon held by Ontario, AMO, Toronto, or an Ultimate Recipient, that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and Ontario, AMO or Toronto, as appropriate.

11. COUNTERPART SIGNATURE

This Administrative Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

12. SEVERABILITY

If for any reason a provision of this Administrative Agreement that is not a fundamental term, is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Administrative Agreement, but all the other terms and conditions of this Administrative Agreement will continue to be valid and enforceable.

13. WAIVER

Canada, Ontario, AMO and Toronto may waive any right in this Administrative Agreement only in writing, and any tolerance or indulgence demonstrated by Canada, Ontario, AMO or Toronto will not constitute waiver of such right. Unless a waiver is executed in writing, Canada, Ontario, AMO and Toronto will be entitled to seek any remedy that it may have under this Administrative Agreement or under the law.

14. CORRESPONDENCE

Any correspondence under this Administrative Agreement may be delivered in person, sent by electronic mail, sent by facsimile, or sent by mail addressed to:

Canada:

Assistant Deputy Minister
Program Operations
Infrastructure Canada
1100-180 Kent Street
Ottawa, Ontario K1P 0B6
Facsimile (613) 960-9423

or to such other address or facsimile number or electronic address or addressed to such other person as Canada may, from time to time, designate in writing to Ontario, AMO and Toronto;

Ontario:

Assistant Deputy Minister, Local Government and Planning Policy Division
Ministry of Municipal Affairs and Housing
777 Bay Street, 13th Floor
Toronto ON M5G 2E5

or such other address or facsimile number or electronic address or addressed to such other person as Ontario may, from time to time, designate in writing to Canada, AMO and Toronto;

AMO:

Executive Director
Association of Municipalities of Ontario
200 University Ave, Suite 801
Toronto, Ontario M5H 3C6
Facsimile (416) 971-6191

or such other address or facsimile number or electronic address or addressed to such other person as AMO may, from time to time, designate in writing to Canada, Ontario and Toronto; and

Toronto:

City Manager
City of Toronto 11th Floor East Tower
100 Queen Street West
Toronto, Ontario M5H 2N2
Facsimile: (416) 696-3645

or such other address or facsimile number or electronic address or addressed to such other person as Toronto may, from time to time, designate in writing to Canada, Ontario and AMO.

12. SIGNATURES

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO

The Honourable Denis Lebel
Minister of Infrastructure, Communities and
Intergovernmental Affairs

The Honourable Linda Jeffrey
Minister of Municipal Affairs and Housing

Date

Date

ASSOCIATION OF
MUNICIPALITIES OF ONTARIO

CITY OF TORONTO

President

Mayor

Date

Date

ANNEX A DEFINITIONS

“Administrative Agreement” means this Canada – Ontario – AMO – Toronto administrative agreement on The Federal Gas Tax Fund.

“Annual Report” means the duly completed annual report to be prepared and delivered by each Ontario, AMO and Toronto to Canada, as described in Schedule D (Reporting) for AMO and Toronto, and in Section 6 of Schedule F (Unincorporated Areas) for Ontario.

“Asset Management Plan” means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario’s Building Together: Guide for Municipal Asset Management Plans.

“Base Amount” means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000, and December 31, 2004, less monies raised under the *Development Charges Act, 1997*, S.O. 1997, c.27 and monies received by Municipalities under federal and provincial infrastructure programs against which GTF investments will be measured to ensure that GTF investments are incremental.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures) for AMO and Toronto and Section 2 of Schedule F (Unincorporated Areas) for Ontario.

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories) for AMO and Toronto and Section 1 of Schedule F (Unincorporated Areas) for Ontario.

“Executive Lead” means a designated representative who sits on the Oversight Committee and whose roles and responsibilities are outlined in this Administrative Agreement and in the Oversight Committee terms of reference. Canada, Ontario, AMO and Toronto will each appoint an Executive Lead.

“First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on June 17, 2005 by the Government of Canada, Ontario, AMO and Toronto, with an expiry date of March 31, 2015, as amended on September 3, 2008.

“GTF” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures) for AMO and Toronto and Section 3 of Schedule F (Unincorporated Areas) for Ontario.

“Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Canada.

“Local Roads Board” means a board as defined under the *Local Roads Boards Act*, RSO 1990, c.L27.

“Lower-tier Municipality” means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001, c.25.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25 and the *City of Toronto Act, 2006*, S.O. 2006, c.11.

“Outcomes Report” means the report to be delivered by each Ontario, AMO, and Toronto by March 31, 2018 and again by March 31, 2023 to Canada which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting) for AMO and Toronto, and Section 6 of Schedule F (Unincorporated Areas) for Ontario.

“Oversight Committee” means the committee established to monitor the overall implementation of this Administrative Agreement as outlined in section 7 (Oversight Committee) of this Administrative Agreement.

“Third Party” means any person or legal entity, other than Canada, Ontario, AMO, Toronto or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- a) a Municipality (including Toronto) or its agent (including its wholly owned corporation); and
- b) a non-municipal entity, including for profit, non-governmental and not-for-profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal resolution of its (their) council(s);

“Unincorporated Areas” means territory within Ontario without municipal organization.

“Unspent Funds” means the amount reported as unspent by Ontario, AMO, Toronto and Eligible Recipients (as defined under the First Agreement) in the 2013-14 Annual Expenditure Report (as defined under the First Agreement).

“Upper Tier Municipality” means a Municipality of which two or more Lower-tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001, c.25.

ANNEX B TERMS AND CONDITIONS

1. ALLOCATION FORMULA

- 1.1 Any GTF funding that may be transferred to Ontario, AMO and Toronto, in aggregate, will be divided between them on a per capita basis, where AMO will receive any such GTF funding representing the per capita amount for Municipalities, excluding Toronto, Toronto will receive any such GTF funding representing the per capita amount for Toronto, and Ontario will receive any such GTF funding representing the per capita amount for the benefit of Unincorporated Areas.
- 1.2 Any Unspent Funds held by Ontario and AMO and any GTF funding that may be received by Ontario and AMO from Canada, as well as any interest earned thereon, will be distributed in accordance with the following formula:
 - a) The formula for allocation to Municipalities, excluding Toronto, via AMO, will be on a per capita basis with allocations made on a 50:50 basis to Upper and Lower tier Municipalities, where they exist.
 - b) The formula for allocation for the benefit of Unincorporated Areas which will be provided to Ontario is on the basis of kilometres of public roads that are managed by each Local Roads Board.
- 1.3 AMO agrees to provide to Canada, upon request, a table detailing the Ultimate Recipient allocations, and promptly provide to Canada updates to the table upon any revision to the allocations.

2. DELIVERY MECHANISM

- 2.1 AMO: Any GTF funding that Canada may make available for Municipalities, excluding Toronto, will be transferred directly to AMO for delivery to Municipalities. AMO will transfer the GTF funding directly to Municipalities, excluding Toronto, in accordance with the allocation formula outlined in 1.2 a) of Annex B (Terms and Conditions) provided an agreement between AMO and the Municipality on the use of the GTF funding is in place.
- 2.2 Toronto: Any GTF funding that Canada may make available for Toronto will be transferred directly to Toronto.
- 2.3 Ontario:
 - a) Any GTF funding that Canada may make available for the benefit of Unincorporated Areas will be transferred to Ontario. Ontario will then transfer the GTF funding via Ontario's Consolidated Revenue Fund Special Purposes Account for Unincorporated Roads for investment in Eligible Projects of Local Roads Boards.
 - b) In co-operation with the Local Roads Boards, Ontario will administer any GTF funding allocated to the Unincorporated Areas pursuant to Schedule F. Schedules A through D do not apply to Ontario.
 - c) Ontario will consult with Local Roads Boards to determine which Eligible Projects will be undertaken, and Ontario will engage contractors to fulfil the project work.

3 USE AND RECORDING OF FUNDS

- 3.1 Ontario, AMO and Toronto will use any GTF funding that may be transferred by Canada, Unspent Funds, and any interest earned thereon solely in accordance with the terms and conditions set out in this Administrative Agreement.
- 3.2 AMO will require that any GTF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon, that AMO then transfers to Ultimate Recipients, will be used in accordance with this Administrative Agreement and specifically in accordance with Schedule A (Ultimate Recipient Requirements).
- 3.3 Ontario, AMO and Toronto will each record into a separate and distinct account any GTF funding it may receive from Canada and any interest earned thereon.
- 3.4 Any GTF funding that may be transferred by Canada to Ontario, AMO and Toronto, will be treated as federal funds for the purpose of other federal infrastructure programs.

4 INCREMENTALITY

Any GTF funding that AMO and Toronto may receive from Canada is not intended to replace or displace existing sources of funding for a Municipality's tangible capital expenditures. The total annual expenditures on tangible capital assets of all Municipalities, on average, will not be less than the Base Amount.

5 ADMINISTRATION EXPENSES

Upon the review and acceptance by Canada of a detailed business case, which must be submitted within one (1) year of the date of last signature of the Administrative Agreement, AMO may apply a portion of any GTF funding it may receive from Canada for administration expenses related to program delivery and implementation of this Administrative Agreement, including expenditures associated with communication activities such as public project announcements and signage.

Upon the review and acceptance by Canada of a detailed business case, which must be submitted within one (1) year of the date of last signature of the Administrative Agreement, Ontario and Toronto may each apply a portion of any GTF funding they may receive from Canada for expenditures associated with audit and communication activities such as public project announcements and signage.

6 ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the GTF will continue to include: public transit, local roads and bridges, wastewater, water, solid waste and community energy infrastructure and non-capital investments in capacity building initiatives. As announced in *Economic Action Plan 2013*, new eligible project categories have been added to include highways, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, culture, tourism, sport, and recreation infrastructure. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories. Unincorporated Areas are limited to the local roads and capacity building categories, as detailed in Section 1 of Schedule F (Unincorporated Areas).

7 ELIGIBLE EXPENDITURES

Eligible Expenditures are those associated with: the acquiring, planning, designing, constructing, or renovating a tangible capital asset; the strengthening of the ability of Municipalities and Unincorporated Areas to improve local and regional planning and asset management as well as joint federal communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures for AMO and Toronto. Sections 2 and 3 of Schedule F (Unincorporated Areas) set out specific requirements for eligible and ineligible expenditures for Ontario.

8 REPORTING

Ontario, AMO and Toronto will each provide to Canada an Annual Report reporting on expenditures as well as project-level information. Furthermore, Ontario, AMO and Toronto will each provide to Canada periodic Outcomes Reports indicating progress and results of the GTF in order to demonstrate overall GTF progress toward the national objectives. Schedule D (Reporting) for AMO and Toronto and Schedule F (Unincorporated Areas) for Ontario set out specific reporting requirements.

9 COMMUNICATIONS

This Administrative Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:

- providing upfront project information on an annual basis for communications purposes;
- including the federal government in local project communications; and
- installing federal project signs.

SCHEDULE A - Ultimate Recipient Requirements

Ultimate Recipients will be required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
3. Develop and implement an Asset Management Plan, prior to December 31, 2016.
4. On a date (or dates) agreed upon by the Oversight Committee, provide a report to AMO (excluding Toronto, which will provide a report to Canada), using performance measurement methodology approved by the Oversight Committee, demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how GTF funding is being used to address priority projects.
5. Invest, in a distinct account, GTF funding it receives in advance of it paying Eligible Expenditures. GTF funding may only be retained up to a maximum of five (5) years after the end of the year in which GTF funding was received. GTF funding must be expended on Eligible Expenditures by the end of this timeframe.
6. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
7. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
8. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
9. Keep proper and accurate accounts and records in respect of all Eligible Projects in accordance with the municipal records retention by-law and, upon reasonable notice, make them available to Canada.
10. Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
11. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
12. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies, will derive direct benefit from GTF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
13. Ensure that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee or agent of Canada in the performance of his or her duties.
14. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement will extend for seven (7) years beyond such expiration or termination, with the exception of the requirement set out in 13 above, which will extend beyond the expiration or termination of this Administrative Agreement.
15. Agree that any GTF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – roads, bridges, tunnels and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Highways – highway infrastructure.
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
4. Short-line rail – railway related infrastructure for carriage of passengers or freight.
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System).
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
7. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
11. Community energy systems – infrastructure that generates or increases the efficient usage of energy.
12. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the GTF, and/or;
 - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure – recreational facilities or networks.
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.
18. Capacity building – includes investments related to strengthening the ability of Municipalities to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- b) for the capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. training directly related to asset management planning; and,
 - iii. long-term infrastructure plans.
- c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- c) the arrangement is approved in advance and in writing by Canada and AMO's Executive Leads or Canada and Toronto's Executive Leads, as appropriate.

1.3 Administration expenses of AMO and Toronto related to program delivery and implementation of this Agreement, in accordance with Section 5 (Administration Expenses) of Annex B (Terms and Conditions) are Eligible Expenditures.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;
 - iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- d) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees; and
- g) routine repair and maintenance costs.

SCHEDULE D - Reporting

Reporting requirements under the GTF consist of an Annual Report and an Outcomes Report which will be submitted to Canada for review and acceptance. The reporting year is January 1 to December 31.

1. Annual Report

By September 30th of each year, AMO and Toronto will each provide to Canada an Annual Report in an electronic format deemed acceptable by Canada, and which AMO and Toronto will make available to the public via posting on an Internet website, consisting of the following:

1.1 Financial Report Table:

The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2014 - 20xx
[INSERT AMO OR TORONTO, AS APPROPRIATE] in aggregate		
Opening Balance ¹	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
Ultimate Recipients in aggregate		
Opening Balance ²	\$xxx	
Received from [INSERT AMO OR TORONTO, AS APPROPRIATE]	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Projects	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

1.2 Independent Audit or Audit Based Attestation:

AMO and Toronto will each provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by AMO and Toronto, as appropriate, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that GTF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

1.3 Project List

AMO and Toronto will each maintain, and provide to Canada a project list submitted in accordance with the following template.

¹ For the 2014-2015 Annual Report this means the amount reported as unspent by AMO or Toronto, as appropriate, in the 2013-2014 Annual Expenditure Report (as defined under the First Agreement).

² For the 2014-2015 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013-2014 Annual Expenditure Report (as defined under the First Agreement).

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed
							(Yes/No/Ongoing)
							(Yes/No/Ongoing)
							(Yes/No/Ongoing)
							(Yes/No/Ongoing)

2. Outcomes Report

By March 31, 2018 and March 31, 2023, AMO and Toronto will each provide to Canada and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in Ontario towards achieving the following program benefits:

- a) Beneficial impacts on communities of completed Eligible Projects;
- b) Enhanced impact of GTF as a predictable source of funding including incrementality; and
- c) Progress made on improving Municipalities’ planning and asset management. This includes demonstrating how Asset Management Plans are being used to guide infrastructure planning and investment decisions and how GTF funding is being used to address priority projects.

The Outcomes Report will present performance data and a narrative on how each program benefit is being met. Performance measurement methodology in respect of each program benefit will be approved by the Oversight Committee.

SCHEDULE E- Communications Protocol

1 Purpose

- 1.1. The provisions of this Communications Protocol apply to all communications activities related to any GTF funding, including allocations, and Eligible Projects funded under this Administrative Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2. Through collaboration, Canada, Ontario, AMO and Toronto agree to work to ensure clarity and consistency in the communications activities meant for the public.

2 Joint communications approach

- 2.1. Ontario, AMO and Toronto each agree to work in collaboration with Canada to develop respective joint communications approaches that identify guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. These joint communications approaches will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.
- 2.2. Canada, Ontario, AMO and Toronto agree that the initial annual joint communications approaches will be finalized and approved by Canada's Executive Lead and Ontario, AMO or Toronto's Executive Lead, as appropriate, within 60 working days following the inaugural meeting of the Oversight Committee.
- 2.3. Canada, Ontario, AMO and Toronto agree that achievements under the joint communications approaches will be reported to the Oversight Committee once a year, or more frequently as requested by the Oversight Committee.
- 2.4. Ontario, AMO and Toronto agree to assess, bilaterally with Canada, the effectiveness of the joint communications approaches on an annual basis and, as required, update and propose modifications to the applicable joint communications approach. Any modifications will be brought to Canada's Executive Lead and Ontario, AMO, or Toronto's Executive Lead, as appropriate for approval.

3 Inform Canada on allocation and intended use of GTF funding for communications planning purposes

- 3.1. Ontario, AMO and Toronto agree to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and Ontario, AMO and Toronto will each agree, in their respective joint communications approaches, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; Federal Contribution (Gas Tax); and anticipated start date.

- 3.2 Ontario, AMO and Toronto agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.
- 3.3 Canada and Ontario, AMO and Toronto each agree that their respective joint communications approaches will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4 Project signage

- 4.1 Canada, Ontario, AMO, Toronto and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

- 4.2 At Canada's request, Ontario or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 4.3 Where Ontario, AMO, Toronto or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 4.4 Ontario or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 4.5 Ontario, AMO and Toronto agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

5 Media events and Announcements for Eligible Projects

- 5.1 Canada, Ontario, AMO and Toronto agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
- 5.2 Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 5.3 Canada, Ontario, AMO, Toronto or an Ultimate Recipient may request a media event or an announcement.
- 5.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of Ontario, AMO or Toronto, as appropriate, Canada and the Ultimate Recipient.
- 5.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event. The event will take place at a mutually agreed date and location. AMO or Toronto, as appropriate, Canada, Ontario and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. Each participant will choose its own designated representative.
- 5.6 The conduct of all joint media events, announcements, and products will follow the Table of Precedence for Canada as outlined at <http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>.
- 5.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.
- 5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6 Program communications

- 6.1 Canada, Ontario, AMO, Toronto and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.
- 6.2 The party undertaking these activities will provide the opportunity for the other parties to participate, where appropriate, and will recognize the funding of all contributors.
- 6.3 Canada, Ontario, AMO and Toronto agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the GTF prepared by Canada, Ontario, AMO, Toronto or Ultimate Recipients, or, if web-based, from linking to it.
- 6.4 Notwithstanding Section 5 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7 Operational Communications

7.1 Ontario, AMO, Toronto or the Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

7.2 Ontario, AMO, Toronto and the Ultimate Recipient will share information promptly with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, Ontario, AMO and Toronto will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8 Communicating Success Stories

AMO agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9 Advertising campaigns

Recognizing that advertising can be an effective means of communicating with the public, Canada, Ontario, AMO, Toronto or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

SCHEDULE F – Unincorporated Areas

1. Eligible Project Categories

- 1.1 Eligible Projects for the Unincorporated Areas will be limited to investments in Infrastructure for its construction, renewal or material enhancement in the following categories:
- a) Local roads and bridges – roads, bridges, tunnels and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
 - b) Capacity building - includes investments related to strengthening the ability of Ontario to develop long-term planning practices for Unincorporated Areas.

2. Eligible Expenditures

2.1 Project Expenditures

Eligible Expenditures of Ontario related to Eligible Projects described in Section 1.1 (Eligible Project Categories) of Schedule F (Unincorporated Areas) in the Unincorporated Areas will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- b) for the capacity building category only, the expenditures related to strengthening the ability of Ontario to improve local and regional planning for Unincorporated Areas, including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. training directly related to asset management planning; and,
 - iii. long-term infrastructure plans.
- c) expenditures directly associated with joint federal communication activities and with federal project signage.

2.2 Administrative Expenditures

Administration expenses of Ontario related to program delivery and implementation of this Administrative Agreement, in accordance with Section 5 (Administration Expenses) of Annex B (Terms and Conditions) are Eligible Expenditures.

3. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005, for local roads and bridges projects;
- b) project expenditures incurred before April 1, 2014, for capacity building projects;
- c) the cost of leasing of equipment by Ontario, overhead costs, including salaries and other employment benefits of any employees of Ontario, its direct or indirect operating or administrative costs, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by Ontario, except in accordance with Eligible Expenditures above;
- d) taxes for which Ontario is eligible for a tax rebate and all other costs eligible for rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees; and
- g) routine repair and maintenance costs.

4. Requirements in Unincorporated Areas

- 4.1 Ontario, as administrator for the delivery of any GTF funding that may be provided by Canada for the benefit of Unincorporated Areas, will:
1. Ensure the GTF funds are invested solely in respect of projects related to capital investments in local roads and bridges for the benefit of Unincorporated Areas and only in respect of the Eligible Expenditures described in section 2 (Eligible Expenditures) of Schedule F (Unincorporated Areas).
 2. Develop and implement Asset Management Plans on a regional basis on behalf of the Unincorporated Areas (specifically Local Roads Boards) by December 31, 2016.
 3. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
 4. Be responsible for the completion of each Eligible Project in accordance with Section 1 (Eligible Project Categories), Section 2 (Eligible Expenditures) and Section 3 (Ineligible Expenditures) of Schedule F (Unincorporated Areas).
 5. Invest, in a distinct account, GTF funding it receives in advance of it paying Eligible Expenditures. GTF funding may only be retained up to a maximum of five (5) years after the end of the year in which GTF funding was received. GTF funding must be expended on Eligible Expenditures by the end of this timeframe.
 6. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
 7. Award and manage all contracts for the supply of services and/or material to the project in accordance with Ontario's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
 8. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.
 9. Ensure that its actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and Ontario, or between Canada and a Third Party.
 10. Ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
 11. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies, will derive direct benefit from GTF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
 12. Agree that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that it, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding for the benefit of Unincorporated Areas or an Eligible Project in an Unincorporated Area and that it will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding for the benefit of Unincorporated Areas or an Eligible Project in an Unincorporated Area, except to the extent to which such claims or losses relate to the negligence of an officer, employee or agent of Canada in the performance of his or her duties.

13. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement will extend for seven (7) years beyond such expiration or termination, with the exception of the requirement set out in 12 above, which will extend beyond the expiration or termination of this Administrative Agreement.

5. Communications

- 5.1 Ontario will manage communications and related requirements in accordance with Schedule E (Communications Protocol) with respect to the Unincorporated Areas.
- 5.2 The specific requirements for communications activities in Schedule E (Communications Protocol), including those that will be set out within the joint communications approach outlined in Section 2 of the Communications Protocol for the purpose of establishing appropriate and reasonable requirements for federal visibility, will take into account the financial value and duration of the Eligible Projects, the remoteness of these communities and the capacity to mount joint communications activities, such as events and announcements.
- 5.3 Joint media products will be developed by Canada in collaboration with Ontario. Ontario will be responsible for fact verification of project details and for seeking and approving Ontario or Local Roads Board statements included in such products.

6. Reporting

Reporting requirements under the GTF for the Unincorporated Areas consist of an Annual Report and an Outcomes Report which will be submitted to Canada for review and acceptance. The reporting year is January 1 to December 31.

6.1 Annual Report

Ontario, on behalf of the Unincorporated Areas (specifically Local Roads Boards), will provide to Canada an Annual Report by September 30th of each year in an electronic format deemed acceptable to Canada, and which Ontario will make available to the public via posting on an internet website, consisting of the following:

- a) a financial report table in accordance with the following template:

ANNUAL REPORT FINANCIAL TABLE	ANNUAL	CUMULATIVE
	20xx - 20xx	2014 - 20xx
Ontario		
Opening Balance	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Spent on Eligible Projects	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

- b) an audit opinion or an attestation based on an independent audit and signed by a senior official designated in writing by Ontario as to the accuracy of the information submitted in the financial report table and that GTF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended; and,
- c) a project list, submitted in accordance with a template agreed upon by the Canada and Ontario Executive Leads.

6.2 Outcomes Report

By March 31, 2018 and March 31, 2023, Ontario will provide to Canada and make publicly available an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in Ontario towards achieving the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects;
- b) enhanced impact of GTF as a predictable source of funding; and,
- c) progress made on improving planning and asset management in Unincorporated Areas. This includes demonstrating how Asset Management Plans are being used to guide infrastructure planning and investment decisions and how GTF funding is being used to address priority projects.

The Outcomes Report will present performance data and a narrative on how each program benefit is being met. Performance measurement methodology in respect of each program benefit will be approved by Canada's and Ontario's Executive Leads. Performance methodology for asset management will be proposed to the Oversight Committee by Ontario.

7. Incrementality

Any GTF funding that Ontario may receive from Canada is not intended to replace or displace existing sources of funding for Unincorporated Areas' tangible capital expenditures.

**MUNICIPAL FUNDING AGREEMENT
FOR THE TRANSFER OF FEDERAL GAS TAX FUNDS**

This Agreement made in duplicate as of 1st day of April, 2014.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “AMO”)

AND:

THE TOWNSHIP OF MELANCTHON

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “Recipient”)

WHEREAS the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24;

WHEREAS Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the “Canada-Ontario-AMO-Toronto Agreement”), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

WHEREAS the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

WHEREAS AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings

ascribed to them below unless the subject matter or context is inconsistent therewith:

“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Asset Management Plan” means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario’s Building Together: Guide for Asset Management Plans.

“Association of Municipalities of Ontario (AMO)” means a legally incorporated entity under the *Corporations Act, 1990* R.S.O. 1990, Chapter c.38.

“Base Amount” means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the *Development Charges Act, 1997* S.O. 1997, c.27; and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.

“Canada” means Her Majesty in Right of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means:

- (a) a Municipality or its agent (including its wholly owned corporation); and
- (b) a non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal by-law passed by its (their) council(s)

“Event of Default” has the meaning given to it in Section 12.1 of this Agreement.

“First Agreement” means the Municipal Funding Agreement for the transfer of federal gas tax revenues under the New Deal for Communities entered into by AMO and the TOWNSHIP OF MELANCTHON, with an expiry date of March 31, 2015.

“Funds” mean the Funds made available to the Recipient through the Gas Tax Fund, a program established by the Government of Canada under Section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by Section 233 of the *Economic Action Plan 2013 Act*, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C.

“Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Lower Tier Municipality” means a municipality that forms part of an upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

“One Investment Program” means the co-investment program operated jointly by Local Authority Services, an incorporated subsidiary of AMO and CHUMS Financing Corporation, an incorporated wholly-owned subsidiary of the Municipal Finance Officers’ Association of Ontario.

“Outcomes Report” means the report prepared and delivered to AMO by the Recipient by March 31, 2017 and again by March 31, 2022 which reports on how Funds are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

“Oversight Committee” means the committee established to monitor the overall implementation of the Canada-Ontario-AMO-Toronto Agreement.

“Parties” means AMO and the Recipient.

“Recipient” has the meaning given to it on the first page of this Agreement.

“Third Party” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2013 as submitted in the Recipient’s 2013 Annual Expenditure Report (as defined under the First Agreement).

“Upper Tier Municipality” means a Municipality of which two or more lower-tier municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2024.

2.2 **Review.** This Agreement will be reviewed by AMO by December 31, 2018.

2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 The Parties agree that the First Agreement, including section 15.4 thereof, is hereby terminated. Notwithstanding the termination of the First Agreement, including section 15.4, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the First Agreement as set forth in sections 5, 7, 10.4, 10.5 and 10.6 of the First Agreement shall survive the said termination.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined in Schedule E, including:
- (a) Providing upfront project information on an annual basis for communications purposes;
 - (b) Including Canada in local project communications; and
 - (c) Installing federal project signs.
- 3.2 **Incrementality.** Any Funds that the Recipient may receive from Canada are not intended to replace or displace existing sources of funding for the Recipient's tangible capital assets. The Recipient will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average, will not be less than the Base Amount.
- 3.3 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- (a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Project Categories.** Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in the categories of public transit, local roads and bridges, wastewater, water, solid waste, community energy systems, capacity building, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, cultural, tourism, sport and recreational infrastructure, as more specifically described in Schedule B and Schedule C.
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE EXPENDITURES

- 5.1 **Eligible Expenditures.** Schedule C sets out specific requirements for Eligible and Ineligible Expenditures.
- 5.2 **Discretion of Canada.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Canada.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Canada.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds that Canada may make available for Ontario Municipalities to Recipients on a *per capita* basis with allocations made on a 50:50 basis to upper-tier and lower-tier Municipalities, where they exist.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
 - (a) The allocation and transfer shall be authorized by by-law (a "**Transfer By-law**"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
 - (b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
 - (c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to

assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- (a) The provision of such support shall be authorized by a by-law (a "Non-municipal Transfer By-law"). The Non-municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-municipal Transfer By-law shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
 - (b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer.
 - (c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form satisfactory to AMO.
- 6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.
- 6.5 **Schedule of payout of Funds.** The Recipient agrees that all Funds are to be transferred by AMO to the Recipient as set out in Schedule A. Subject to Section 6.14, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO, and, more specifically on the basis set out in Schedule A.
- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account or invest the Funds through the One Investment Program or any other eligible investment permitted by the Ontario *Municipal Act, 2001* and shall retain the Funds in such reserve fund, account or investment until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- (a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
 - (b) any interest earned on Funds will only be applied to Eligible Expenditures for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Expenditures within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period. AMO reserves the right to declare that Unexpended Funds after five (5) years become a debt to

Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2028.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Federal Funds.** The Recipient agrees that any Funds received will be treated as federal funds for the purpose of other federal infrastructure programs.
- 6.12 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 6.13 **Withholding Payment.** AMO may withhold payment of Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 6.14 **Insufficient funds provided by Canada.** Notwithstanding Section 2.4, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Annual Report.** The Recipient shall report in the form in Schedule D due by March 31st following each Municipal Fiscal Year on:
 - (a) the amounts received from AMO under this Agreement in respect of the previous Municipal Fiscal Year;
 - (b) the amounts received from another Municipality;
 - (c) the amounts transferred to another Municipality;
 - (d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - (e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - (f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- (g) a listing of all Eligible Projects that have been funded, indicating the location, investment category, project description, amount of Funds and total project cost.

7.2 **Outcomes Report.** The Recipient shall account in writing for outcomes achieved as a result of the Funds through an Outcomes Report to be submitted to AMO. Specifically the Outcomes Report shall describe, in a manner to be provided by AMO, the degree to which investments in each Eligible Project are supporting progress towards achieving:

- (a) beneficial impacts on communities of completed Eligible Projects; and
- (b) enhanced impact of Funds as a predictable source of funding.

8. ASSET MANAGEMENT

8.1 **Asset Management Plan.** The Recipient will develop and implement an Asset Management Plan prior to December 31, 2016.

8.2 **Outcomes.** On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

9. RECORDS AND AUDIT

9.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

9.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Canada for inspection or audit.

9.3 **External Auditor.** AMO and/or Canada may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Canada at the same time that the audit report is given to AMO.

10. INSURANCE AND INDEMNITY

- 10.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 10.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 10.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 10.3 **AMO not liable.** In no event shall Canada or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 10.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Canada in the performance of his or her duties.
- 10.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "**Indemnatee**"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

11. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 11.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 11.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered or otherwise disposed of.
- 11.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered or otherwise disposed of, remains primarily for public use or benefit.

12. DEFAULT AND TERMINATION

- 12.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
 - (a) failure by the Recipient to deliver in a timely manner an Annual Report or Outcomes Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Section 6.7.

- 12.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 12.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 12.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.
- 12.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

13. CONFLICT OF INTEREST

- 13.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

14. NOTICE

- 14.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 14.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 14.2 **Representatives.** The individuals identified in Section 14.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 14.3 **Addresses for Notice.** Further to Section 14.1 of this Agreement, notice can be given at the following addresses:

(a) If to AMO:

Executive Director
Federal Gas Tax Fund Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Facsimile: 416-971-6191
Email: gastax@amo.on.ca

(b) If to the Recipient:

Wendy Atkinson
Treasurer/Deputy Clerk
Township of Melancthon
157101 Highway 10,
Shelburne, ON L9V 2E6
Telephone: (519) 925-5525
Facsimile: (519) 925-1110
Email: watkinson@melancthontownship.ca

15. MISCELLANEOUS

- 15.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 15.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 15.4 **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 in Ontario.
- 15.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 10.4, 10.5, 11, 12.4 and 15.8.

- 15.6 **AMO, Canada and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.
- 15.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada or AMO.
- 15.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 15.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

16. SCHEDULES

- 16.1 This Agreement, including:

Schedule A Schedule of Fund Payments

Schedule B Eligible Project Categories

Schedule C Eligible and Ineligible Expenditures

Schedule D Reporting

Schedule E Communications

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

17. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

TOWNSHIP OF MELANCTHON

By:

Name: _____

Date: _____

Title: _____

Affix
Corporate
Seal

Name:
Title:

Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

Affix
Corporate
Seal

By: _____
Title: Executive Director

Date

In the presence of:

Witness:
Title:

Date

SCHEDULE A

SCHEDULE OF FUND PAYMENTS

RECIPIENT'S NAME: TOWNSHIP OF MELANCTHON

The following represents an estimate of the Funds and schedule of payments for the first five (5) years of the Agreement.

Year	Schedule of Fund Payments	
	Payment #1	Payment #2
2014	\$41,102.21	\$41,102.21
2015	\$41,102.21	\$41,102.21
2016	\$43,157.32	\$43,157.32
2017	\$43,157.32	\$43,157.32
2018	\$45,212.43	\$45,212.43

An estimate of the Funds and schedule of payments for the latter five (5) years of the Agreement (2019-2023) will be provided following the review and amendment procedures specified in Section 2.2 and 2.3.

SCHEDULE B

ELIGIBLE PROJECT CATEGORIES

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Public transit – i.e. a shared passenger transport system which is available for public use.
3. Drinking Water – i.e. drinking water conservation, collection, treatment and distribution systems.
4. Wastewater – i.e. wastewater and storm water collection, treatment and management systems.
5. Solid waste – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. Community energy systems – i.e. infrastructure that generates or increases the efficient usage of energy.
7. Capacity building - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. Short-sea shipping – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. Short-line rail – i.e. railway related infrastructure for carriage of passengers or freight.
10. Regional and local airports – i.e. airport-related infrastructure (excludes the National Airport System).
11. Broadband connectivity – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. Brownfield Redevelopment i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
 - (b) the construction of municipal use public parks and publicly-owned social housing.

13. Sport Infrastructure – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure - i.e. recreational facilities or networks.
15. Cultural Infrastructure – i.e. infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C

ELIGIBLE AND INELIGIBLE EXPENDITURES

1. Eligible Expenditures

1.1 Eligible Expenditures of Recipients will be limited to the following:

- (a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- (b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - (i) studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - (ii) training directly related to asset management planning; and,
 - (iii) long-term infrastructure plans.
- (c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- (a) the Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- (b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- (c) the arrangement is approved in advance and in writing by the Oversight Committee.

1.3 AMO as Agreement Administrator: Up to 0.5% of the total funds will be used by AMO to undertake the administrative responsibilities to implement the Agreement and to undertake related capacity building and program delivery including expenditures associated with communication activities such as public project announcements and signage. Canada will review and accept AMO's detailed business case submitted in accordance with the Canada-Ontario-AMO-Toronto Agreement prior to undertaking the administrative and related activities.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- (a) project expenditures incurred before April 1, 2005;
- (b) project expenditures incurred before April 1, 2014 for the following Eligible Project categories:
 - (i) regional and local airports;
 - (ii) short-line rail;
 - (iii) short-sea shipping;
 - (iv) disaster mitigation;
 - (v) broadband connectivity;
 - (vi) brownfield redevelopment;
 - (vii) cultural infrastructure;
 - (viii) tourism infrastructure;
 - (ix) sport infrastructure; and
 - (x) recreational infrastructure.
- (c) the cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- (d) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (e) purchase of land or any interest therein, and related costs;
- (f) legal fees; and
- (g) routine repair and maintenance costs.

SCHEDULE D

REPORTING

1. Annual Report

By March 31st of each year, the Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- (a) Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2014 - 20xx
Opening Balance ¹	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from a Municipality	\$xxx	\$xxx
Transferred to a Municipality	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

- (b) Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project category	Total Project Cost	Funds (GTF) Spent	Completed
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)

¹For the 2014 *Annual Report* this means the amount reported as unspent by the *Recipient* at December 31, 2013 as reported in the 2013 *Annual Expenditure Report* (as defined under the First Agreement).

2. Project Outcomes.

The Outcomes Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving:

- (a) Beneficial impacts on communities of completed Eligible Projects; and
- (b) Enhanced impact of Funds as a predictable source of funding.

3. Asset Management Outcomes.

On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

SCHEDULE E

COMMUNICATIONS PROTOCOL

1. **Purpose.** The provisions of this Communications Protocol apply to all communications activities related to any Funds and Eligible Projects. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.
2. **Information Sharing.** The Recipient agrees to provide AMO with upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, in an electronic format deemed acceptable by AMO, by March 31. Information will include, at a minimum: Eligible Project name, Eligible Category, Eligible Project description, total budgeted federal contribution (gas tax) and anticipated start date.
3. **Project Signage**
 - 3.1 The Recipient may have a sign recognizing its contribution to Eligible Projects.
 - 3.2 At Canada's request, the Recipient will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content and installation guidelines will be provided by Canada.
 - 3.3 Where the Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project and be approved by Canada.
 - 3.4 The Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
 - 3.5 The Recipient agrees to inform AMO of signage installations, in a manner determined by AMO.
4. **Media Events and Announcements for Eligible Projects**
 - 4.1 The Recipient agrees to have regular announcements of Eligible Projects that are benefitting from the Funds that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
 - 4.2 Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
 - 4.3 Canada, AMO or the Recipient, may request a media event or announcement.
 - 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of AMO, Canada and the Recipient. AMO as administrator will ensure prior knowledge and agreement of other signatories to the Canada-Ontario-AMO-Toronto Agreement.

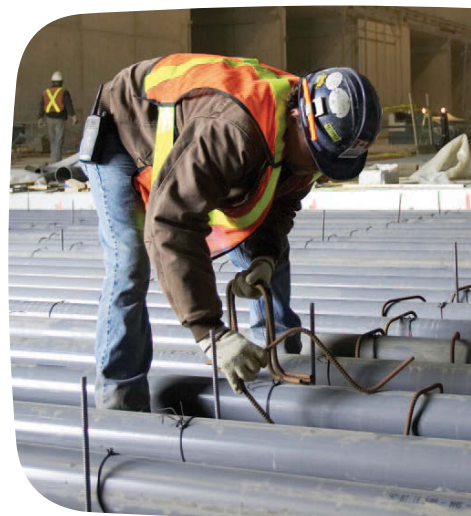
- 4.5 Canada, AMO or the Recipient in requesting a media event or an announcement will provide at least 21 working days' notice to the Parties of their intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada. The AMO, Canada and the Recipient will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.
- 4.6 The conduct of all joint media events, announcements and products will follow the Table of Precedence for Canada as outlined at the current Government of Canada website.
- 4.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.
- 5. **Program Communications**
 - 5.1 The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
 - 5.2 When undertaking such activities, the Recipient will provide the opportunity for AMO and Canada to participate and will recognize the funding of all contributors.
 - 5.3 Canada and AMO agree that they will not unreasonably restrict the Recipient from: (i) using, for its own purposes, public communications products related to the Funds prepared by Canada or AMO ("**Communication Products**") or, (ii) linking to web-based Communication Products.
 - 5.4 Notwithstanding Section 4 of Schedule E, Canada retains the right to meet its obligations to communicate information to Canadians about the use of Funds through communications products and activities.
- 6. **Operational Communications**
 - 6.1 The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
 - 6.2 The Recipient will share information promptly with Canada and AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise Recipients, when appropriate, about media inquiries received by it concerning an Eligible Project and, when appropriate, other signatories to the Canada-Ontario-AMO-Toronto Agreement will advise the Recipient about media inquiries, concerning an Eligible Project.
- 7. **Communicating Success Stories.** The Recipient agrees to communicate with Canada and AMO for the purposes of collaborating on communications activities and produces

including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. **Advertising Campaigns.** Recognizing that advertising can be an effective means of communication with the public, the Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or the Eligible Projects. However such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the Recipient agrees to inform Canada and AMO of its intention, and to inform them no less than 21 working days prior to the campaign launch.

Guide to the Municipal Funding Agreement for the transfer of Federal Gas Tax Funds

April 2014



Administered by:

Association of Municipalities of Ontario

200 University Avenue, Suite 801

Toronto ON M5H 3C6

Phone: 416-971-9856

Toll Free: 1-877-426-6527

Fax: 416-971-6191

Email: gastax@amo.on.ca

www.gastaxatwork.ca

www.amo.on.ca



@GasTaxInOntario

Note: Please read both the Municipal Funding Agreement and this Guide.

Please have the appropriate signing officers execute the Agreement and submit electronically to AMO at gastax@amo.on.ca.

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Introduction

The federal Gas Tax Fund (GTF) is the only permanent, stable and predictable source of funding for municipal infrastructure. Canada, Ontario, the Association of Municipalities of Ontario (AMO) and Toronto extended the GTF to 2023 by signing the Administrative Agreement for the transfer of the federal Gas Tax Fund which took effect on April 1, 2014.

The new Agreement will provide \$3.8 billion to Ontario's municipalities between 2014 and 2018. AMO is pleased to be able to continue administering the GTF on behalf of the Government of Canada.

The GTF provides Ontario's municipalities with a per-capita allocation each and every year, without the need for an application or matching funding. It empowers municipalities to make investment decisions within the program's parameters.

How is this new Agreement different than the one we have now?

Canada has introduced changes in the Agreement that will benefit municipalities. A chart comparing the old and new Agreements is in Appendix A.

At a high level, changes include:

- **Permanency:** The GTF is now permanent in federal legislation. The Municipal Funding Agreement (MFA) is now 10 years.
- **New categories of infrastructure:** Municipalities can now invest in 17 eligible categories.
- **More flexibility:** Category restrictions have been removed. Municipalities can "bank" or carry over funding for up to five years. Outcomes are now focused on community benefits and not just environmental outputs.
- **Allocations:** Allocations for 2014-2018 are based on population data from the 2011 Census. Allocations for 2019-2023 will be based on the 2016 Census.
- **Partial indexation:** Municipal allocations will increase in 2016 and in 2018. This is because the GTF will grow nationally at 2% per year in \$100 million increments.
- **Streamlined administration:** The GTF model has proven to be transparent and accountable. Municipalities now have less reporting and audit requirements.
- **Communications:** More emphasis has been placed on communications. For planning purposes, municipalities will have to load new/planned projects into the online system ahead of time.
- **Ineligible expenses:** Municipal administration costs are ineligible. Health care infrastructure such as public health facilities and long-term care homes are also ineligible. Leasing of equipment (including for construction) is an 'own source' expense and will need prior approval.

What types of infrastructure are eligible?

As of April 1, 2014, municipal infrastructure projects may fall within the following 17 categories: local roads and bridges (including active transportation), short-sea shipping, short-line rail, regional and local airports, broadband connectivity, public transit, drinking water, wastewater, solid waste, community energy systems, brownfield redevelopment, sport, recreation, culture, tourism, disaster mitigation and capacity building.

For costs incurred before April 1, 2014, municipalities are restricted to seven eligible categories: local roads and bridges, public transit, water, wastewater, solid waste, community energy systems and capacity building.

Note that Schedule B of the Municipal Funding Agreement only provides examples of eligible projects.

Municipalities must clearly demonstrate that projects are prioritized based on an Asset Management framework, and that total Gas Tax funding is incremental.

What is incrementality?

As we all know there is a significant need for infrastructure investments in Ontario's municipalities. As a result, municipalities are agreeing not to displace their own capital investments or use the Gas Tax to reduce municipal taxes. Gas Tax must result in increased investment in municipal infrastructure equal to the amount received.

AMO will demonstrate incrementality on an aggregate basis for all municipalities in Ontario. Using the Financial Information Returns, AMO will calculate the base amount, (i.e., the total municipally funded capital spending on municipal infrastructure) for the January 1, 2000 to December 31, 2004 period, and ensure that the base amount is maintained over the life of the new GTF Agreement (2014-2023).

In order for AMO to meet this goal, each municipality will also have to make sure their investments meet their own base amount. In other words, municipalities will have to make sure that infrastructure investments from 2014-2023 are greater, on average, than in 2000-2004 (inclusive). This can be calculated on an average basis each year to ensure compliance.

How do allocations and payments work?

Allocations for 2014-2018 are based on population data from the 2011 Census. Allocations for 2019-2023 will be based on the 2016 Census.

Municipalities receive two equal payments a year, depending on when the federal government transfers funds to AMO. Typically, this occurs in July and November however it can change from year to year.

To receive payment, municipalities must be in compliance with the agreement and must complete reporting in a timely manner.

You can receive Gas Tax Funds via Electronic Funds Transfer (EFT), Cheque, or AMO can invest them on your behalf in the One Investment Program.

What is the One Investment Program and why should I invest Gas Tax Funds?

The One Investment Program is a co-investment program jointly operated by LAS and CHUMS (subsidiaries of AMO and the Municipal Finance Officers Association of Ontario, respectively). The Program is designed specifically to maximize investment returns for municipalities while meeting the regulations outlined in the *Municipal Act, 2001*.

Under the new Agreement, Gas Tax Funds can be carried over for up to five years. Using the expertise of the One Investment Program, AMO has developed a set of five investment options (1-5 years) that provide municipalities the opportunity to earn interest and grow investments so that there is more money to allocate to infrastructure projects in the future.

When it's time for a Gas Tax payment, you can decide to receive the money as usual or automatically invest it in the One Investment Program for a one, two, three, four or five year term.

Investments will be locked-in to guarantee an optimal mix of investments that will create competitive returns and mitigate risk.

Taking advantage of the One Investment Program provides access to professional portfolio management and municipal oversight.

For more information visit: www.amo.on.ca/invest.



How do I sign up to automatically invest my Gas Tax Funds in the One Investment Program?

Step 1: When you execute your new Gas Tax Municipal Funding Agreement, include the One Investment Program clauses in your by-law. A template is provided in Appendix B.

Step 2: Add the One Investment Program to your municipality's investment policy to allow for investment in fixed income and bond instruments.

Step 3: Submit a Treasurer's Authorization form to enable AMO to act as the municipality's delegate for this investment. A template is provided in Appendix C.

By completing these three steps, your municipality will have the opportunity to invest Gas Tax Funds directly into the One Investment Program with AMO acting as your investment delegate. The three step process does not bind or force you to invest – it simply provides the option to easily invest any Gas Tax payments if you wish to do so.

Once you have opted-in, your municipality will be able to automatically invest Gas Tax Funds into the One Investment Program at the time of a Gas Tax payment (usually in July and November). You choose the investment horizon and the amount of time that your money is locked in. Upon investment maturity, you can re-invest these funds or you can ask AMO to transfer funds to you (much like a Gas Tax payment).

Need a sample investment policy? Visit www.amo.on.ca/invest

How has reporting and administration been streamlined?

The two big changes are:

- **No Schedule Cs:** Municipalities no longer have to submit Schedule Cs when investing in local roads and bridges.
- **No annual audits or Treasurer's Certificates:** Municipalities no longer have to complete an annual audit or submit a Treasurer's Certificate. Instead, AMO will increase its random audits of municipalities.

Both of these will reduce staff time and direct costs of administering the Agreement.

How will the new audit framework work?

Municipalities will not have to complete audits. Instead the program has moved to a risk based approach that recognizes municipalities as a mature and accountable order of government. As a result, municipalities will save more money that can be invested in infrastructure.

Under this approach, municipalities will see three changes:

- 1) Municipalities will have to fill out a risk assessment survey during their 2014 reporting. This one-time requirement will help AMO determine the policies and procedures in place within municipalities to ensure compliance.
The information will help AMO develop a risk management framework that will guide our random audits.
- 2) To mitigate risk, the Gas Tax Contact designation (the person that we communicate within the municipality about the Gas Tax Fund) will default to the Treasurer, no exceptions.
- 3) More municipalities will be randomly audited by AMO. Approximately 10% of municipalities will be audited by AMO's auditors each year.

AMO will work with municipalities to develop the risk based approach in 2014, and details will be provided as they become available.

What is required of municipalities?

There are a number of requirements both now and over the life of the Agreement. This includes annual reporting, outcomes reporting, a new communications protocol, and demonstrating progress on Asset Management. A checklist is provided at the end of this Guide for ease of reference.

The first requirement is a signed Municipal Funding Agreement (MFA) with AMO. Please have the appropriate signing officers sign a copy of the MFA. Submit this with the by-law authorizing the corporation to enter into the MFA, electronically to AMO at gastax@amo.on.ca. See Appendix B for a sample by-law.

Appendix D cross-references the MFA with the Canada-Ontario-AMO-Toronto Agreement.

Why is Asset Management a part of this Agreement?

Canada has stated that municipalities will have to show progress and outcomes of Asset Management planning over the life of the new Agreement. This requirement was harmonized with the work already underway in Ontario's municipalities.

This ensures that municipalities can build on the work to date and that they are not overburdened with new requirements.

Effective Asset Management ensures that councils have the best available information to make infrastructure and financing decisions.

Do I still have to report on outcomes?

Yes, however the program has been broadened to focus on community benefits and not just environmental outcomes.

On a project level, environmental indicators are no longer applicable. Instead, municipalities will now report on:

- a) Beneficial impacts on communities of completed Eligible Projects, and
- b) Enhanced impact of the GTF as a predictable source of funding, including incrementality.

On a broader note, municipalities will also have to demonstrate that Asset Management Plans are being used to guide infrastructure planning and investment decisions, and how GTF is being used to address priority projects.

More details are in Schedule D of the MFA.

In 2014, AMO will work with key municipal staff associations and the Oversight Committee to develop outcome and output indicators to fulfill these objectives.

AMO will also be collecting information on Asset Management to demonstrate that municipalities have met the Fund's requirements.



What does the new Communications Protocol mean for me?

There is an increased focus on communications. Municipalities need to share more stories on how the Fund is helping to improve their communities.

To help this occur, there are two big changes:

- **Advanced project notification:** Municipalities now have to notify AMO and Canada about new/planned GTF projects ahead of time.
- **Construction Signage:** Municipalities have to report on construction signage installations.

New/planned projects have to be loaded into the online reporting system by March 31st of each year. This allows municipalities to input new projects into the system at the same time as they report on last year's projects and spending.

Construction signage reporting is required in an ongoing manner. Permanent signage is no longer a requirement.

The information will help improve communications planning and increase visibility of the Fund. More details are in Schedule E of the MFA .

What types of expenditures are eligible?

Eligible Expenditures

Eligible Expenditures of Municipalities will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- b) for the capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. training directly related to asset management planning; and,
 - iii. long-term infrastructure plans.
- c) the expenditures directly associated with joint federal communication activities and with federal project signage.

Employee and Equipment Costs: The incremental costs of the Municipality's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Municipality is able to demonstrate that it is not economically feasible to tender a contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- c) the arrangement is approved in advance and in writing by the Oversight Committee.

Ineligible Expenditures

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. regional and local airports;
 - ii. short-line rail;
 - iii. short-sea shipping;
 - iv. disaster mitigation;
 - v. broadband connectivity;
 - vi. brownfield redevelopment;
 - vii. cultural infrastructure;
 - viii. tourism infrastructure;
 - ix. sport infrastructure; and
 - x. recreational infrastructure.
- c) the cost of leasing of equipment by the Municipality, any Municipal overhead costs, including salaries and other employment benefits of any employees, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- d) taxes for which the Municipality is eligible for a tax rebate and all other costs eligible for rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees; and
- g) routine repair and maintenance costs.

When does the money have to be spent?

Municipalities now have up to five years after the year the money was received to spend the funds on an eligible municipal infrastructure project.

During this time, municipalities can invest Funds so that they have more for infrastructure later. Learn more at www.amo.on.ca/invest.

What about the municipal share of a project that will receive funding from other federal grant programs?

Municipalities can continue to fund 100% of total project costs with GTF dollars. The GTF is considered federal funds when it comes to other funding programs. In other words, if other federal infrastructure programs have restrictions on the use of federal funds, they must be adhered to.

If you are using multiple sources of federal funding, the project also has to be eligible under the terms and conditions of these multiple programs.

What if our municipality wants to partner with another entity on a project?

The GTF Agreement encourages collaboration, building of partnerships and strategic alliances when working on eligible projects.

If a municipality is transferring funds to another municipality, it must be done via by-law. The municipality transferring funds is responsible for reporting on the transfer in annual reporting. The municipality receiving Gas Tax Funds is responsible for reporting that the Funds were received and is responsible for all other reporting requirements, including project details and spending.

If a municipality is transferring funds to a non-municipal entity, such as a not-for-profit, council will have to endorse the project via by-law. Under this situation, municipalities are still responsible for meeting all the requirements of the Agreement related to the use of the transferred Gas Tax Funds, including all reporting.

Can we sell the asset?

Assets purchased or constructed using Gas Tax Funds must be for public use and benefit. If a municipality wishes to dispose of the asset within five years the funds will have to be reinvested in another eligible infrastructure project. This must be reported to AMO.

What is the Oversight Committee?

This is the committee of representatives from Canada, Ontario, AMO and Toronto tasked with administering the terms and conditions of the GTF Agreement.

Contact Us

Association of Municipalities of Ontario

200 University Ave, Suite 801, Toronto ON M5H 3C6

Phone: 416-971-9856

Toll Free: 1-877-426-6527

Fax: 416-971-6191

Email: gastax@amo.on.ca

www.gastaxatwork.ca

www.amo.on.ca

 [@GasTaxInOntario](https://twitter.com/GasTaxInOntario)



Municipal Checklist

Immediate Action	When
Pass Municipal By-Law authorizing MFA	As soon as possible
Sign MFA and electronically submit to AMO (gastax@amo.on.ca) along with: <ul style="list-style-type: none"> • Authorizing By-law • Treasurer's Authorization (if applicable, see below) 	As soon as possible
Sign and return Treasurer's Authorization	As soon as possible if opting in to the One Investment Program initiative
Update Investment Policy	As soon as possible if opting in to the One Investment Program initiative
Longer Term Action	When
Advanced project notification for communications purposes	March 31st of every year
Annual Report & Project Outcomes Reports	March 31st of every year
Construction signage reporting	Ongoing
Submit banking confirmation form (outlines how funds will be transferred or invested)	Typically May & September
Receipt/automatic investment of federal Gas Tax Fund Payments	Typically July & November
Complete Asset Management Plans	December 31, 2016
Asset Management Outcomes Reports (The Oversight Committee will be providing guidance on aspects of this activity in 2014)	TBD

Appendix A

Changes to the Municipal Funding Agreement (MFA)

	Old MFA	New MFA
Eligible Categories	7 Categories	17 Categories Health infrastructure, such as long-term care homes, are not eligible (including energy retrofits to these facilities).
Allocation	2006 Census	2011 Census Partial indexation means allocations will grow in 2016 and then again in 2018.
Banking Limit	3 years	5 years
Eligible Costs	Municipal employees and equipment only eligible with prior approval of oversight committee. A municipality must have been "remote."	Municipal employees and equipment only eligible with prior approval of Oversight Committee. "Remote" is no longer a condition. Cost of leasing equipment is now an 'own source' expense and will need prior approval. Municipal administration costs, such as staff time to file annual reporting, are no longer eligible.
Gas Tax Contact	Any designated member of staff in a municipality	Must be the Treasurer
Reporting	Schedule C Annual Report Outcomes Reports	Annual Report Outcomes Report Advanced notification of projects for communications purposes.
Audit	Audit or Treasurer's Certificate required on an annual basis.	No municipal audit or Treasurer's Certificate required.
Communications	Construction Signage Permanent Signage Events & News Releases	Construction Signage Events & News Releases Advanced project notification

Appendix B

Sample Municipal By-Law

WHEREAS the Municipality wishes to enter into an Agreement in order to participate in the federal Gas Tax Fund;

AND WHEREAS the Municipality acknowledges that Funds received through the Agreement may be invested in an interest bearing reserve account for a maximum of five (5) years;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* authorizes a municipality to delegate its powers and duties under the *Municipal Act, 2001*, including those related to investments;

AND WHEREAS the One Investment Program provides Ontario municipalities an opportunity for competitive investment returns and diversification of investments,

AND WHEREAS the Association of Municipalities of Ontario has worked with the One Investment Program to develop specific investment options for a municipality's Gas Tax Funds,

AND WHEREAS the Treasurer confirms that the One Investment Program complies with the Corporation's investment policies and goals;

Now THEREFORE, the Council of the [MUNICIPAL NAME], a municipal corporation pursuant to the *Municipal Act, 2001*.

ENACTS AS FOLLOWS

The Mayor/Reeve/Regional Chair/Warden and [SIGNING AUTHORITY, i.e. Clerk] are hereby authorized to execute this Municipal Funding Agreement for the transfer of federal Gas Tax Funds between the Association of Municipalities of Ontario and [MUNICIPAL NAME] as in Schedule A attached hereto.

And that the Corporation authorizes the appointment of the Association of Municipalities of Ontario, as the Municipality's delegate for the investment of the municipality's Gas Tax Funds in the specific Gas Tax investment options offered through the One Investment Program.

Schedule A shall form part of this by-law.

Appendix C

Treasurer's Authorization Template for the One Investment Program

To: The One Investment Program
c/o Local Authority Services and Chums Financing Corp.

I, _____, Treasurer of _____,
a corporation pursuant to the *Municipal Act, 2001* ("the Municipality")

CERTIFIES THAT:

- 1) Council has passed By-law Number _____ (the "By-law"), dated _____, 20____, related to the execution of the Municipal Funding Agreement for the transfer of federal Gas Tax Funds ("the Agreement"). No application has been made, or action brought to quash, set aside or revoke the By-law, or to have the By-law declared invalid, nor has the By-law been in any way repealed, altered or amended. The By-law is now enforceable and is in full force and effect.
- 2) The By-law authorizes the Association of Municipalities of Ontario ("AMO") to act as the Municipality's delegate for the investment of Gas Tax Funds ("Funds") pursuant to the Agreement.
- 3) I am authorized to provide instructions to AMO related to the investment of Funds into the specific Gas Tax investment options available to the Municipality through the One Investment Program.
- 4) AMO is authorized to execute an Agency Agreement with LAS and CHUMS as operators of the One Investment Program, as the municipality's delegate, and to set up investment account(s) for the investment of the Municipality's Funds.
- 5) AMO may deliver instructions in respect of day-to-day matters related to the Municipality's investment account(s) related to the Funds.
- 6) I confirm that the One Investment Program complies with the Corporation's investment policies and goals
- 7) This authorization shall remain in force and be binding upon the Municipality until a letter repealing or replacing this certificate has been received by the One Investment Program.

Dated this _____ day of _____, 20____

Signature of Treasurer



Appendix D

Cross-Reference Table Between Municipal Funding Agreement and Canada-Ontario-AMO-Toronto Administrative Agreement

Municipal Funding Agreement (MFA) Provision		Canada-Ontario-AMO-Toronto Administrative Agreement Provision
Section 1 Definitions and Interpretations		
Section 1.1		Section 2 Interpretations
Section 1.2		AMO Provision for MFA
Section 2 Term of Agreement		
Section 2.1	Term	10.1 (Duration, Termination, Review & Amendment)
Section 2.2	Review	10.2 (Duration, Termination, Review & Amendment)
Section 2.3	Amendment	10.3 (Duration, Termination, Review & Amendment)
Section 2.3	Notice	10.5 (Duration, Termination, Review & Amendment)
Section 3 Recipient Requirements		
Section 3.1	Communications	8.2c (Dispute Resolution) / Annex B, Section 9 (Terms and Conditions) / Schedule A, Item 2 (Ultimate Recipient Requirements) / Schedule E (Communications Protocol)
Section 3.2	Incrementality	Annex B, Section 4 (Terms and Conditions)
Section 3.3	Contracts	Schedule A, Item 6 (Ultimate Recipient Requirements)
Section 4 Eligible Projects		
Section 4.1	Eligible Project Categories	Annex B, Section 6 (Terms and Conditions) / Schedule A, Item 1 (Ultimate Recipient Requirements) / Schedule B (Eligible Project Categories)
Section 4.2	Recipient Fully Responsible	Schedule A, Item 1 (Ultimate Recipient Requirements)
Section 5 Eligible Expenditures		
Section 5.1	Eligible Expenditures	Annex B, Section 7 (Terms and Conditions) / Schedule A, Item 1 (Ultimate Recipient Requirements) / Schedule C (Eligible and Ineligible Expenditures)
Section 5.2	Discretion of Canada	8.4 (Dispute Resolution)
Section 5.3	Unspent Funds	6.2 (Federal Gas Tax Fund)
Section 5.4	Reasonable Access	9.1 (Audits & Evaluation) / Schedule A, Items 8 and 9 (Ultimate Recipient Requirements) / Schedule D, Section 1.2 (Reporting)
Section 5.5	Retention of Receipts	Schedule A, Item 9 (Ultimate Recipient Requirements) / Schedule D, Section 1.2 (Reporting)

Municipal Funding Agreement (MFA) Provision		Canada-Ontario-AMO-Toronto Administrative Agreement Provision
Section 6 Funds		
Section 6.1	Allocation of Funds	Annex B, Sections 1.1 and 1.3 (Terms and Conditions)
Section 6.2	Transfer of Funds to another Municipality	Annex A, "Ultimate Recipient" (Definitions)
Section 6.3	Transfer of Funds to a non-municipal entity	Annex A, "Ultimate Recipient" (Definitions)
Section 6.4	Use of Funds	Schedule A, Item 1 (Ultimate Recipient Requirements)
Section 6.5	Schedule of payout of Funds	Annex B, Sections 1.1 and 2.1 (Terms and Conditions)
Section 6.6	Use of Funds	Schedule A, Item 5 (Ultimate Recipient Requirements)
Section 6.7	Funds Advanced	Schedule A, Item 5 (Ultimate Recipient Requirements)
Section 6.8	Expenditure of Funds	Schedule A, Item 5 (Ultimate Recipient Requirements)
Section 6.9	GST & HST	Schedule C, Section 2d (Eligible and Ineligible Expenditures)
Section 6.10	Limit on Canada's Financial Commitments	AMO Provision (provided for clarity since this is related to the next two sections)
Section 6.11	Federal Funds	Schedule A, Item 15 (Ultimate Recipient Requirements)
Section 6.12	Stacking	Schedule A, Item 15 (Ultimate Recipient Requirements)
Section 6.13	Withholding Payment	AMO Provision
Section 6.14	Insufficient funds provided by Canada	AMO Provision
Section 7 – Reporting Requirements		
Section 7.1	Annual Report	Annex B, Section 8 (Terms and Conditions) / Schedule D, Sections 1.1 and 1.3 (Reporting)
Section 7.2	Outcomes Report	Annex B, Section 8 (Terms and Conditions) / Schedule D, Sections 2a and 2b (Reporting)
Section 8 Asset Management		
Section 8.1	Asset Management Plan	Schedule A, Item 3 (Ultimate Recipient Requirements)
Section 8.2	Outcomes	Schedule A, Item 4 (Ultimate Recipient Requirements) / Schedule D, Section 2c (Reporting)
Section 9 Records and Audit		
Section 9.1	Accounting Principles	AMO Provision
Section 9.2	Separate Records	Schedule A, Items 8 and 9 (Ultimate Recipient Requirements) / Schedule D, Section 1.2 (Reporting)
Section 9.3	External Auditor	Schedule A, Item 8 (Ultimate Recipient Requirements) / Schedule D, Section 1.2 (Reporting)
Section 10 Insurance and Indemnity		
Section 10.1	Insurance	AMO Provision
Section 10.2	Certificates of Insurance	AMO Provision
Section 10.3	AMO not liable	AMO Provision
Section 10.4	Recipient to Compensate Canada	Schedule A, Item 13 (Ultimate Recipient Requirements)
Section 10.5	Recipient to Indemnify AMO	Schedule A, Item 13 (Ultimate Recipient Requirements)

Municipal Funding Agreement (MFA) Provision	Canada-Ontario-AMO-Toronto Administrative Agreement Provision
Section 11 Transfer and Operation of Municipal Infrastructure	
Section 11.1 Reinvestment	Schedule A, Item 7 (Ultimate Recipient Requirements)
Section 11.2 Notice	AMO Provision
Section 11.3 Public Use	Annex A, "Infrastructure" (Definitions)
Section 12 Default and Termination	
Section 12.1 Event of Default	Section 8.2 (Dispute Resolution) / Schedule A (Ultimate Recipient Requirements)
Section 12.2 Waiver	Section 8.2 (Dispute Resolution) / Schedule A (Ultimate Recipient Requirements)
Section 12.3 Remedies on Default	AMO Provision
Section 12.4 Repayment of Funds	AMO Provision
Section 13 Conflict of Interest	
Section 13.1 No Conflict of Interest	Schedule A, Item 12 (Ultimate Recipient Requirements)
Section 14 Notice	
Section 14.1 Notice	Section 14 (Correspondence)
Section 14.2 Representatives	Section 14 (Correspondence)
Section 14.3 Addresses for Notice	Section 14 (Correspondence)
Section 15 Miscellaneous	
Section 15.1 Counterpart Signature	Section 11 (Counterpart Signature)
Section 15.2 Severability	Section 12 (Severability)
Section 15.3 Waiver	Section 13 (Waiver)
Section 15.4 Governing Law	Standard Provision
Section 15.5 Survival	9.4 (Audits and Evaluation) / Schedule A, Item 14 (Ultimate Recipient Requirements)
Section 15.6 AMO, Canada and Recipient Independent	Schedule A, Item 10 (Ultimate Recipient Requirements)
Section 15.7 No Authority to Represent	Schedule A, Item 11 (Ultimate Recipient Requirements)
Section 15.8 Debts Due to AMO	AMO Provision
Section 15.9 Priority	Standard Provision
Section 16 Schedules	Standard Provision
Section 17 Signatures	Standard Provision

Municipal Funding Agreement (MFA) Provision	Canada-Ontario-AMO-Toronto Administrative Agreement Provision
Schedule A Schedule of Fund Payments	Annex B, Sections 1.1 and 1.3 (Terms and Conditions)
Schedule B Eligible Project Categories	Annex B, Section 6 (Terms and Conditions) / Schedule A, Item 1 (Ultimate Recipient Requirements) / Schedule B (Eligible Project Categories)
Schedule C Eligible and Ineligible Expenditures	Annex B, Section 7 (Terms and Conditions) / Schedule A, Item 1 (Ultimate Recipient Requirements) / Schedule C (Eligible and Ineligible Expenditures)
Schedule D Reporting	Annex B, Section 8 (Terms and Conditions) / Schedule D (Reporting)
Schedule E Communications	Schedule A, Item 2 (Ultimate Recipient Requirements) / Schedule E (Communications Protocol)



200 University Avenue, Suite 801
 Toronto ON M5H 3C6
 Phone: 416-971-9856
 Toll Free: 1-877-426-6527
 Fax: 416-971-6191
 Email: gastax@amo.on.ca

www.gastaxatwork.ca
www.amo.on.ca

 @GasTaxInOntario

Denise Holmes

From: Marcus Mitchell <mmitchell@bonnefield.com>
Sent: April-14-14 3:37 PM
To: dholmes@melancthontownship.ca
Subject: Irrigation Pipe Crossing 4th line
Attachments: 2014-4-14 Melancthon Irrigation Sketch.pdf; ATT00001.htm

Hi Denise,

Thanks for your call today. We plan to install irrigation pipe on some of our lands located at Concession 4 Lots 16-19, and Concession 3 Lots 17 and 18. To pipe water from our water source over to Concession 3, we plan to use a culvert crossing 4th Line. This crossing was used by Highland during the 2012 crop season and they have indicated it is located north of the Web Storage Shed (I have not been able to identify the precise location to date due to snow cover).

We request permission from the Municipality to run a 8" PVC pipe through the culvert between Concession 3 and Concession 4. Please let me know what additional information you require from our end to evaluate our request. I have attached a rough sketch of the proposed irrigation plan.

Thank you for your time.

Total Control Panel

[Login](#)

To: dholmes@melancthontownship.ca
From: mmitchell@bonnefield.com

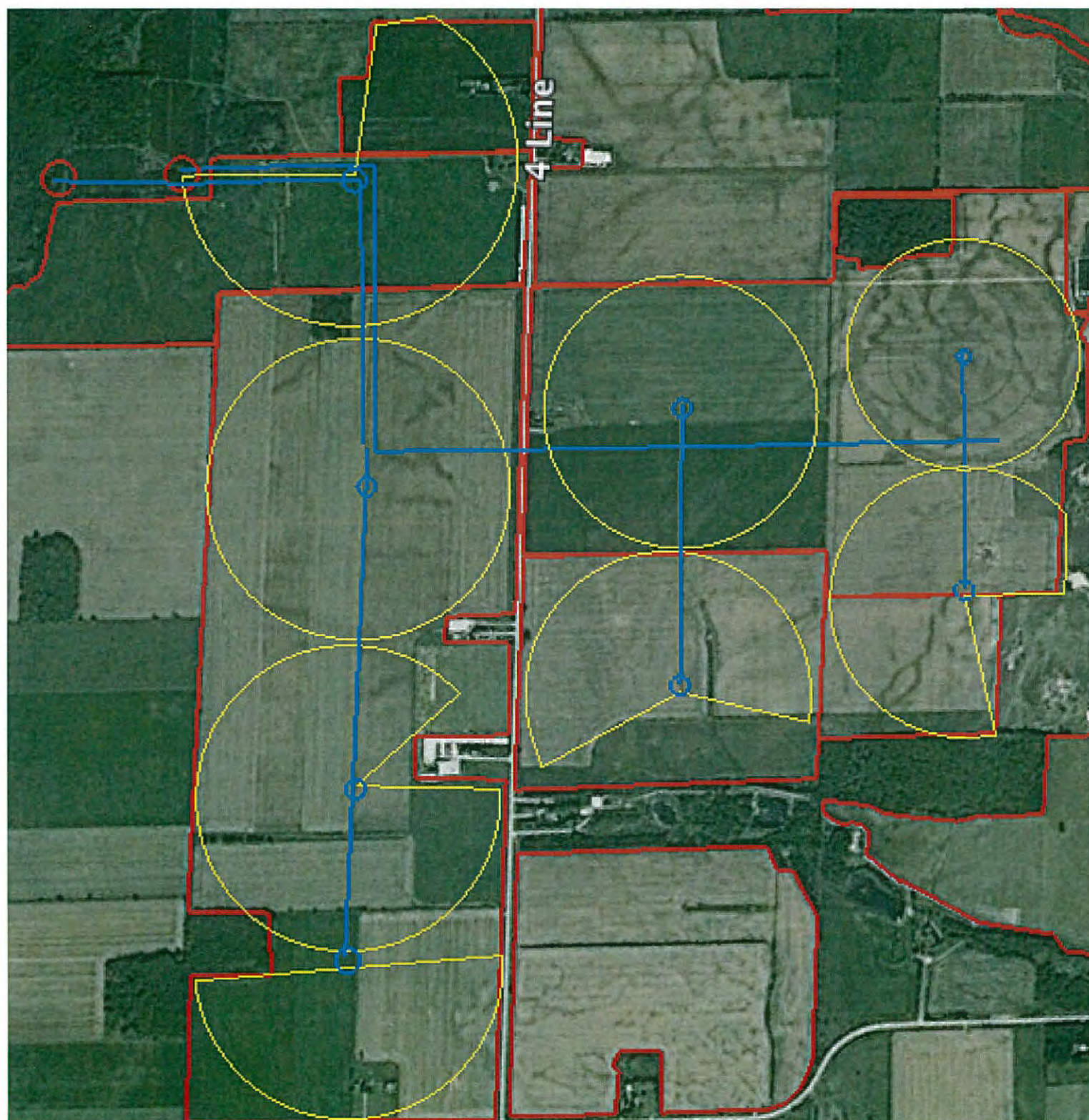
Message Score: 15
My Spam Blocking Level: High

High (60): Pass
Medium (75): Pass
Low (90): Pass

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This message was delivered because the content filter score did not exceed your filter level.

Melancthon Irrigation Sketch - April 2014



Denise Holmes

From: Marcus Mitchell <mmitchell@bonnefield.com>
Sent: April-23-14 10:05 AM
To: dholmes@melancthontownship.ca
Subject: Irrigation pipe road crossing
Attachments: 2014-04-23 Irrigation Sketch.pdf; ATT00001.htm

Hi Denise,

We have had further discussions with some of our tenants who have requested irrigation on lands east of 3rd line. In addition to our request to cross 4th line using a culvert, we would also like to add a request to cross 3rd line using a culvert north of Downey Storage as per the attached sketch.

Please let me know if this can be placed on the Council's agenda for May 1.

Thanks,

Total Control Panel

[Login](#)

To: dholmes@melancthontownship.ca
From: mmitchell@bonnefield.com

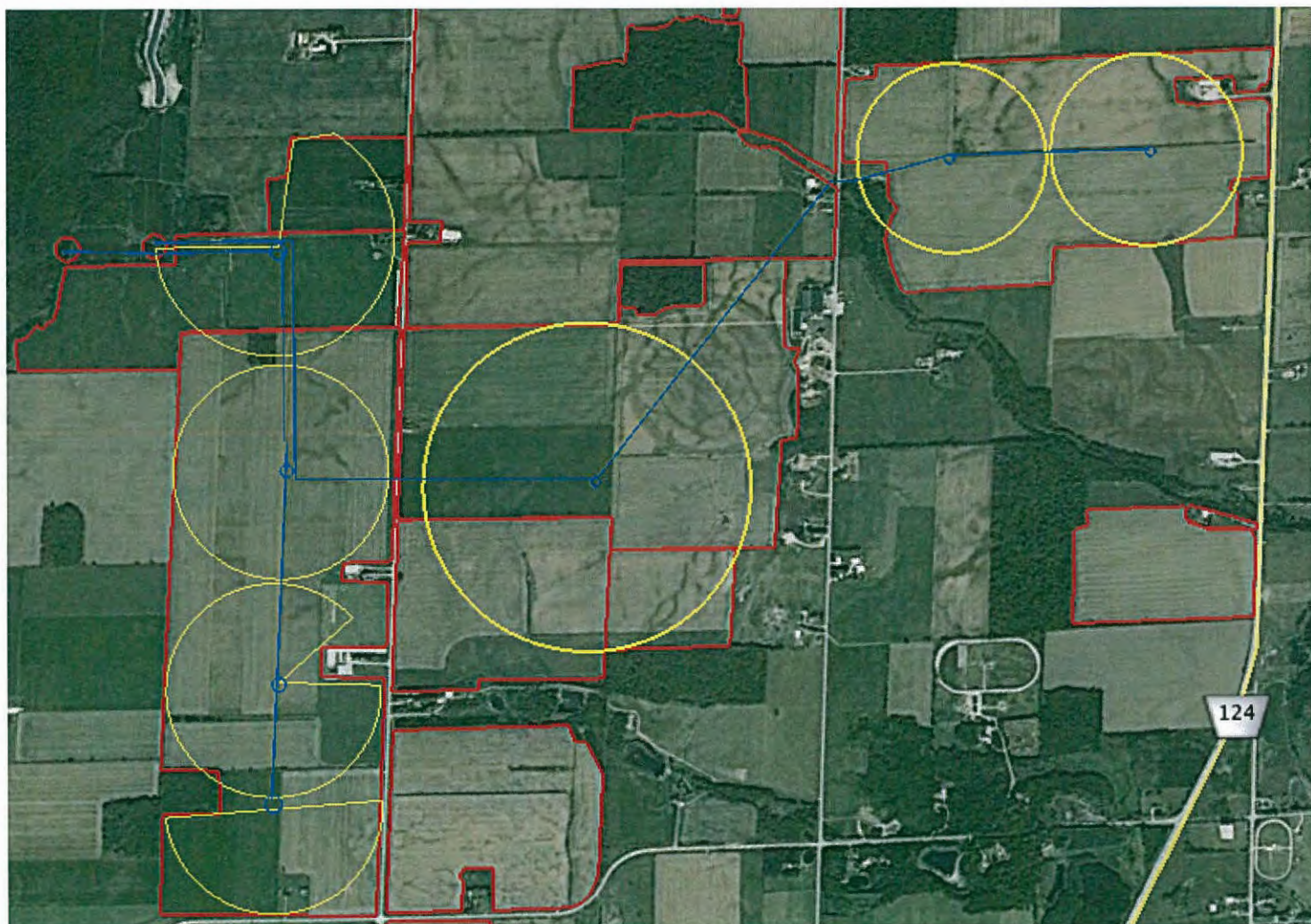
Message Score: 2
My Spam Blocking Level: High

High (60): Pass
Medium (75): Pass
Low (90): Pass

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Dufferin Irrigation Sketch – April 2014



**TOWNSHIP OF MELANCTHON
NOTICE OF RECEIPT OF A COMPLETE APPLICATION
FOR A ZONING BY-LAW AMENDMENT
AND
NOTICE OF A PUBLIC MEETING CONCERNING A RELATED
PROPOSED ZONING BY-LAW AMENDMENT**

TAKE NOTICE that the Council of the Corporation of the Township of Melancthon has received a complete application for a Zoning By-law amendment affecting lands in part of the east half of Lot 18, Concession 3, O.S. and will hold a Public Meeting in the Municipal Council Chambers to consider a proposed Zoning By-law Amendment relating to that application under Section 34 of the Planning Act. That meeting will be held on Thursday, May 1, 2014
at 10:00 a.m.

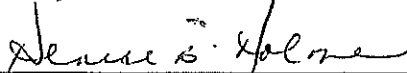
THE PROPOSED Zoning By-law Amendment would rezone property in part of the east half of Lot 18, Concession 3, O.S. The purpose of the proposed by-law is to satisfy a condition of the granting of a consent for land severance imposed by the Committee of Adjustment decision on application B6/13. The severance would create a lot containing an existing agricultural related use in the northeast corner of Lot 18, Concession 3, O.S. The by-law would rezone the proposed lot from the General Agricultural (A1) zone to the General Agricultural Exception (A1-123) zone to recognize its existing use for an agricultural produce packing plant, agricultural produce storage and accessory facilities and to permit those uses to continue. Among the proposed zone provisions are a minimum lot area of 3.8 hectares, a minimum lot frontage of 242 metres, a minimum setback of 15 metres from all lot lines, and a maximum building height of 12 metres. The effect of the proposed rezoning would be to recognize and permit the agricultural related use of the proposed lot to continue.

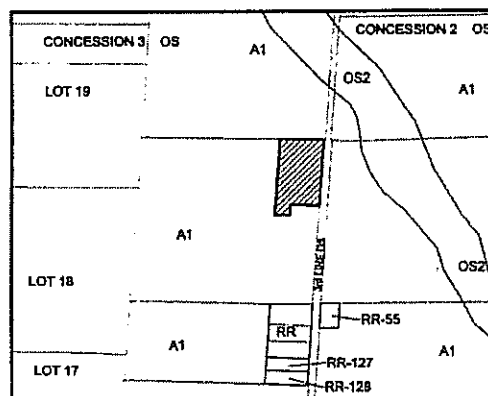
IF a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Melancthon before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of the Township of Melancthon to the Ontario Municipal Board.

IF a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Melancthon before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

ADDITIONAL INFORMATION relating to the proposed Zoning By-law Amendment is available for inspection between 8:30 a.m. and 4:30 p.m. at the Township of Melancthon Municipal Office.

Dated at the Township of Melancthon this 3rd day of April, 2014


Denise B. Holmes, Clerk
Township of Melancthon
157101 Highway 10,
Melancthon, Ont, L9V 2E6
Telephone 1-519-925-5525



 Area of Proposed Rezoning

**TOWNSHIP OF MELANCTHON
NOTICE OF RECEIPT OF A COMPLETE APPLICATION
FOR A ZONING BY-LAW AMENDMENT
AND
NOTICE OF A PUBLIC MEETING CONCERNING A RELATED
PROPOSED ZONING BY-LAW AMENDMENT**

TAKE NOTICE that the Council of the Corporation of the Township of Melancthon has received a complete application for a Zoning By-law amendment affecting lands in part of the west half of Lot 21, Concession 2, O.S. and will hold a Public Meeting in the Municipal Council Chambers to consider a proposed Zoning By-law Amendment relating to that application under Section 34 of the Planning Act. That meeting will be held on Thursday, May 1, 2014

at 10:15 a.m.

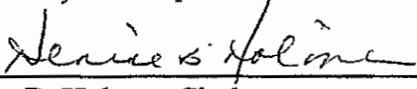
THE PROPOSED Zoning By-law Amendment would rezone property in part of the west half of Lot 21, Concession 2, O.S. The purpose of the proposed by-law is to satisfy a condition of the granting of a consent for land severance imposed by the Committee of Adjustment decision on application B5/13. The severance would create a lot containing an existing agricultural related use in the southwest part of Lot 21, Concession 2, O.S. The by-law would rezone the proposed lot from the General Agricultural (A1) zone to the General Agricultural Exception (A1-124) zone to recognize and permit its existing use for agricultural produce storage facilities, a maintenance shop and accessory facilities including a drive shed and grain bin. Among the proposed zone provisions are a minimum lot area of 4.8 hectares, a minimum lot frontage of 262 metres, a minimum setback of 20 metres from all lot lines, and a maximum building height of 15 metres. The effect of the proposed rezoning would be to recognize and permit the agricultural related use of the proposed lot to continue.

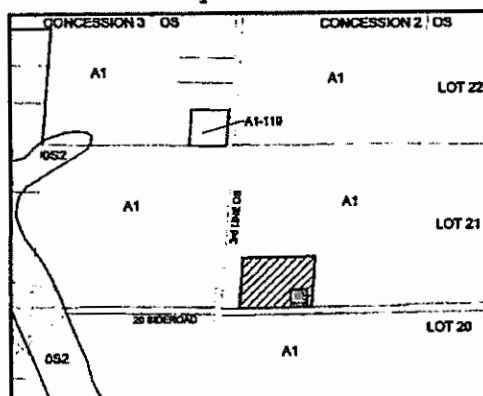
IF a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Melancthon before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of the Township of Melancthon to the Ontario Municipal Board.



IF a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Melancthon before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

ADDITIONAL INFORMATION relating to the proposed Zoning By-law Amendment is available for inspection between 8:30 a.m. and 4:30 p.m. at the Township of Melancthon Municipal Office.

Dated at the Township of Melancthon this 3rd day of April, 2014


Denise B. Holmes, Clerk
Township of Melancthon
157101 Highway 10,
Melancthon, Ont, L9V 2E6
Telephone 1-519-925-5525



  Areas of Proposed Rezoning

CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. -2014

SEASONAL ROAD MAINTENANCE BY-LAW

Being a By-law to establish Seasonal Road Maintenance on Municipal Roadways within the Corporation of the Township of Melancthon

Whereas the Council of the Corporation of the Township of Melancthon deems it expedient to establish a By-law to provide for Seasonal Road Maintenance on Municipal Roadway within the Corporation of the Township of Melancthon.

And Whereas under Section 26 of the Municipal Act, S.O. 2010 requires a municipality that has jurisdiction over a highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge

Now therefore the Council of the Corporation of the Township of Melancthon enacts as follows:

Seasonal Roads

Our open road allowances used on a “courtesy” basis by the Public with the understanding that maintenance is minimal. The Township consider them Class 6 Roads not subject to minimum maintenance standards under Ontario Regulation 239/02.

Maintenance Period

Seasonal roads shall be maintained from the 15th day of May to the 1st day of September in each calendar year.

Minimum Maintenance - Seasonal roads shall be maintained on an “as needed” basis at the discretion of the Township Roads Superintendent. General Maintenance includes gravel surfacing, grading, grass and brush cutting, litter and garbage removal, and beaver control.

Patrolling - At the discretion of the Township Roads Superintendent, as needed, and not less than once in a 30 day period.

Signage - Roads designated as seasonal roads shall be signed as seasonally maintained during the period May 15th to September 1st and use at own risk.

The seasonally maintained roads, subject to this By-law are listed on Schedule “A” attached hereto.

This By-law shall come into full force upon the third and final reading.

By-law read a first and second time this day of , 2014.

By-law read a third time and passed this day of , 2014.

MAYOR

CLERK

DRAFT



**CORPORATION OF THE
TOWNSHIP OF
MELANCTHON**

**SEASONAL ROAD
MAINTENANCE
INFORMATION**

CORPORATION OF THE TOWNSHIP OF MELANCTHON ROAD MAINTENANCE INFORMATION

Half Load Limit

In the Spring of the year, load restrictions are in place when roads are subject to break up. The By-law is in effect from May 1st to May 15, inclusive. For information, please contact the Township Road Superintendent.

Spring Break up of Roads

Unfortunately this is a common occurrence in the Township each year. Everything is done to lesson or eliminate the problem. The Township Roads Superintendent has the discretion to apply load restrictions as necessary and to close a road if it becomes impassible. This is an element of living in a rural area in the spring time. It is temporary and your care and patience is appreciated.

Intersection Sweeping

When winter plowing and sanding is concluded each spring season, the paved intersections are swept clean of sand that has accumulated over the winter.

Maintenance Gravel

Maintenance gravel is applied as soon as the roads are in shape to carry heavy trucks and equipment. Gravel roads are carefully monitored by the Roads Superintendent and gravel surfacing is done every spring as part of the Township's ongoing maintenance program.

Dust Control

Dust control consisting of an approved liquid dust suppressant is applied on gravel roads after the gravel surfacing has been completed.

Roadside Weed Control

Roadside weed control is managed with summer cutting, making intersection visibility safer. Residents are encouraged to report situations where intersection visibility is unsafe and the Township Roads Superintendent will address the problem forthwith.

Winter Control

Routine winter road patrol is completed to identify problem areas and dispatch appropriate resources to address the situation.

Snow clearing on Township roads is often done in the worst of conditions. Your understanding and patience is appreciated. The safety of the public is our primary concern as well as the safety of our drivers and operators. During some significant storm events, the Roads Superintendent has the discretion to call in additional resources and if conditions are too dangerous to operate, services may be temporarily suspended.

The Township operates under minimum road maintenance standards (Ont. Reg. 239/02) and during the period December 1 - March 31, a day shift and evening shift provides maintenance as required.

Driveways

Cleaning of snow from roadways results in some snow being pushed into driveway entrances. It is the responsibility of the occupant of the land to clear the snow safely. Do not plow snow onto the road allowance. This is a breach of the Ontario Highway Traffic Act. Ridges left on the roadway creates a danger to the public.

Parked Vehicles

Vehicles parked on roadways cause problems for snow clearing equipment. Please keep your driveways open to accommodate vehicles safely off the roadway. Vehicles parked interfering with snow removal are subject to being towed at the owners expense.

Mailboxes

The Township will only replace a mailbox if it was physically hit by the snow plow and it was placed properly in accordance with the Township's Mailbox Policy. Information is available through the Municipal Office upon request.

Illegal Dumping

This has become a serious concern in that the expense for the clean up has to be passed on to the taxpayers. It is a very disrespectful and inconsiderate act on the part of some irresponsible people that deposit their unwanted items on the road sides for the Township to clean up. Residents are encouraged to report all illegal dumping to Police.

Brush and Tree Cutting

Ice storms, wind and other weather events sometimes result in blown down trees and branches. This will be addressed as needed by the Township in a timely manner. The Township Roads Superintendent monitors routine tree and brush problems and they are addressed as necessary.

Dead Animals

Dead animals on the roadway are disposed of by the Township Roads Staff. Most of these animals are found while on routine patrol, however if you wish to report a dead animal needing disposal, please call the Municipal Office during regular business hours. Large animals such as deer killed by accident are normally reported by the Police.

Call Before You Dig

Township Roads have buried cables and communication systems that are vital services to the community. They are very expensive to repair and damage caused by carelessness can be disruptive to those who rely on the services. Any work requested on Township road allowances needs the approval of the Roads Superintendent. Locates should be done to

ensure that underground systems are not affected.

Litter from Blue Box Program

We live in a windy area and in spite of the fact that in most cases people try their best to prevent wind blown litter, it does happen. It is the responsibility of the home owner/occupant of the residence to clean up litter generated from their recycling material. This includes newspapers that are left at the end of the driveway that should have been properly recycled.

Pot Holes

The Township maintains over 450 km of roads with a small Staff. Roads are patrolled by Staff and when problems are identified priorities are addressed first. Pot holes most often appear following the spring break up. On gravel roads the pot holes are eliminated by the road grader and on hard surfaced roads a cold mix asphalt is used to fill the hole. Residents are encouraged to report any pot hole situation to the Township Office that they feel is a safety issue. The Roads Superintendent will schedule repairs as appropriate.