

Brenda Law

From: Arnott, Ted <ted.arnott@pc.ola.org>
Sent: February-21-13 2:25 PM
To: dennisl@wellington.ca; Brenda Law; william knetsch <williamknetsch1@gmail.com>
(williamknetsch1@gmail.com)
Subject: Highway 6 Morriston bypass project
Attachments: Private Member's Motions.pdf

Hi Dennis, Brenda, and Bill:

I just wanted to let you know that I have again tabled a resolution in the Legislature to ask the Government to put our project on the Ministry of Transportation's 5 year plan. Attached is the text of the resolution. As you can see, I tabled it on the very first day that the Legislature resumed sitting, February 19. I also wanted it to be the very first resolution on the Ontario Legislature's order paper so that it stands out all the more.

It is uncertain and unclear as to when we will be able to debate the motion. However, my objective is to draw attention to the issue before the Ministry develops its next 5 year plan. Normally a new 5 year plan is released annually, after the provincial budget takes place.

Next week, I hope to bring the resolution to the attention of the new Minister of Transportation, the Hon. Glen Murray, and speak to him directly about it.

Thanks again for all your hard work on this issue.

Sincerely,

Ted Arnott, MPP
Wellington-Halton Hills
Phone: 416-325-3880
Fax: 416-325-6649

NOTICES**AVIS****PRIVATE MEMBERS' NOTICES
OF MOTION****AVIS DE MOTIONS ÉMANANT
DES DÉPUTÉS**

1. Mr. Arnott – That, in the opinion of this House, the Minister of Transportation should prioritize the Highway 6 Morriston Bypass project by placing it on the Southern Highways Program, the Ministry's five-year investment plan in highway construction for Southern Ontario; and in the short term, support immediate measures to calm highway traffic through Morriston in the Township of Puslinch. Filed on February 19, 2013.
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6a CC Don

Brenda Law

From: Marcos Kroker <MKroker@regionofwaterloo.ca>
Sent: February-22-13 9:28 AM
To: Brenda Law
Cc: Aldo Salis
Subject: East Boundary Road
Attachments: DOCS_ADMIN-#1362083-v1-7299
_EAST_BOUNDARY_ROAD_LETTER_TO_TOWNSHIP_OF_PUSLINCH.DOC;
DOCS_ADMIN-#1362074-v1-7299
_EAST_BOUNDARY_ROAD_NOTICE_OF_COMMENCEMENT.DOC

Hello Ms. Law, as per correspondence from Don Creed of your office, please find enclosed a letter in regards to the Region of Waterloo's East Boundary Road project. You should receive the original by post in the next several days.. Advertisements for "The Notice of Study Commencement" (also attached) will appear next week in various newspapers and will appear in the Wellington Advertiser on Friday Mar 1, 2013. If you have any comments , please don't hesitate to contact me.

Thanks

Marcos Kroker, P.Eng.
Senior Project Manager
Design & Construction Division
Region of Waterloo
519-575-4750
MKroker@regionofwaterloo.ca

Refer To:
Marcos Kroker
519-575-4750

File No:
7299

Date:
February 20, 2013

Township of Puslinch
Attn: Brenda Law, Chief Administrative Officer
7404 Wellington Road 34
Guelph, ON N1H 6H9

Dear Ms. Law,

Re: East Boundary Road Class Environmental Assessment, Region of Waterloo.

Further to a meeting between Region of Waterloo staff, Don Creed of the Township of Puslinch, Gord Ough of Wellington County and Aldo Salis of Wellington County, the Region of Waterloo wishes to advise the Township of Puslinch of a proposed Schedule 'C' Class Environmental Assessment (EA) Study they will be undertaking for a proposed East Boundary Road. The study area is illustrated on the attached Notice of Study Commencement. You will note that the study area encompasses the south east area of Cambridge, as well as adjacent portions of the Township of North Dumfries and the Township of Puslinch. This study is anticipated to start in March 2013.

The need for a future "East Boundary" road has been documented in several previous transportation studies dating back to the 1960's. As a result of these previous studies a future "East Boundary" roadway has been identified in several Region of Waterloo planning documents. In addition, Schedule A7 from the Township of Puslinch Official Plan also identifies a "Proposed Major Roadway" in the southwest corner of the Township.

The purpose of this Class EA study is to re-confirm the need for an East Boundary transportation facility and identify a specific corridor for a potential road. It is anticipated that a number of potential routes will be examined; both within and outside the Township of Puslinch.

The Region will be setting up a formal Project Team to direct this study. These Project Teams are typically made up of staff from the Region and local municipalities and if appropriate, from some of the approval agencies. The Project Team meets regularly throughout the study to be kept up to date on the various individual technical and environmental studies, and to provide direction on various decisions that have to be made. We will contact you separately regarding Township of Puslinch representation on the East Boundary Road Project Team.

Enclosed is the proposed Notice of Study Commencement which will be advertised in the various local newspapers. We look forward to working with the Township on this project. If you have any questions, please contact the undersigned.

Yours truly,

Marcos Kroker, P. Eng.
Senior Project Manager
Tel: 519-575-4750
Email: MKroker@regionofwaterloo.ca

MK/jm

Cc: Mike Murray, Region of Waterloo
Aldo Salis, Wellington County

Attachment

DACS #1362083



Region of Waterloo

NOTICE OF STUDY COMMENCEMENT

SCHEDULE 'C' CLASS ENVIRONMENTAL ASSESSMENT

EAST BOUNDARY ROAD CORRIDOR STUDY – CITY OF CAMBRIDGE, TOWNSHIP OF NORTH DUMFRIES AND TOWNSHIP OF PUSLINCH

The Regional Municipality of Waterloo is undertaking a study to address a potential new transportation network facility in the southeast area of the City of Cambridge, Township of North Dumfries and a portion in the Township of Puslinch. The proposed study area is illustrated below. This notice is being provided pursuant to the Environmental Assessment Act, the Municipal Engineers Association's Class Environmental Assessment dated October 2000 (as amended in 2007) and the direction of the Ministry of the Environment. This study is being carried out under Schedule 'C' of the Class Environmental Assessment process and will look at various alternatives for transportation facilities including potential new roadway route alignments.

The need for a future "East Boundary" road has been documented in several previous transportation studies dating back to the 1960's. As a result of continuing growth and development within and outside the study area, this study is being initiated to address existing and future traffic demands within the study area.

Public input and comments are invited for incorporation into the planning and design of this project. Public Consultation Centres (PCC's) will also be held to present alternative solutions to the public. Further notice will be provided when the dates of the PCC's are established.

If you have any initial comments or concerns regarding this study, or would like to ensure you are on the mailing list to receive future notices, please contact the following:

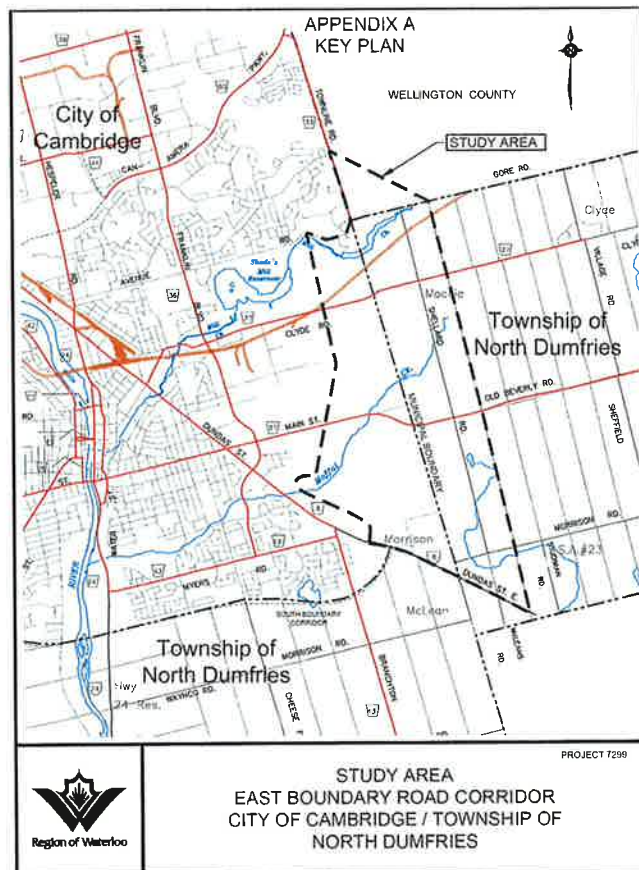
Mr. Marcos Kroker, P. Eng.
Senior Project Manager
Regional Municipality of Waterloo
Transportation and Environmental Services
150 Frederick Street, 6th Floor
Kitchener, Ontario N2G 4J3
Telephone: 519-575-4750
Facsimile: 519-575-4430
Email: mkroker@regionofwaterloo.ca

or

Mr. Dave Hallman, P.Eng
Vice President
MTE Consultants Inc.
520 Bingham Centre Drive
Kitchener, Ontario N2B 3X9
Phone: 519-743-6500
Facsimile: 519-743-6513
Email: DHallman@mte85.com

This notice dated February 26th, 2013.

All comments and information received from individuals, stakeholder groups and agencies regarding this project are being collected under the authority of the *Municipal Act* to assist the Region of Waterloo in making a decision. Under the *Municipal Act*, personal information such as name, address, telephone number, and property location that may be included in a submission becomes part of the public record. Questions regarding the collection of this information should be referred to the Region's Project Manager.



Brenda Law

From: Michelle Cassar on behalf of Heather Krousiek
Sent: February-22-13 9:51 PM
To: Michelle Cassar; Brenda Law
Subject: FW: MIII - AMP Agreement
Attachments: MIII-AMP-341 Puslinch.pdf

Brenda, I will print this Monday morning for you to look at.



From: Municipal Infrastructure Investment Initiative (OMAFRA) [<mailto:miii@ontario.ca>]
Sent: February-22-13 4:21 PM
To: Heather Krousiek
Subject: MIII - AMP Agreement

This email is to finalize your participation and funding in the Municipal Infrastructure Investment Initiative (MIII) Asset Management Program. As you are aware, you are to be funded for this work and attached is your Contribution Agreement. In this you will see that the Schedules are the most relevant pieces for your consideration.

Please return the signed hard copies to the ministry as per the instructions below as soon as possible but no later than **March 7, 2013**. This is to allow time to have your funding processed prior to our fiscal year end. If you can't make the March 7th deadline, please contact me.

To finalize your part of the agreement please do the following:

1. Review the entire agreement and ask for clarifications if required from the ministry.
2. Please ensure that the legal name of your municipality/LSB is correct on the first page and the signature page. If there are errors, please contact me so I can send you a revised copy.
3. Make two hard copies of the agreement in full.
4. Sign and date* both copies on the signature page – these may be signed by any one individual that has the authority to bind your organization and to enter into a contract with the provincial government. You may choose to have two signatures or if not, please leave the second signature portion blank.
5. For municipalities, please seal both copies on the signature page by the signatures.
6. Return both copies to the ministry via post at:

Ontario Ministry of Agriculture, Food and Rural Affairs

Rural Programs Branch, 4th floor

MIII - AMP Agreement

1 Stone Rd. W

Guelph, ON

N1G 4Y2

*Please note that the dates on the first page of the agreement (top) will be completed by the ministry when we counter sign the document. That will be the effective date of the agreement however as described in the schedules, eligible costs may have been incurred since August 16, 2012.

You will further note that the ministry is to provide a Final Report Format. This will be forthcoming in April or May. This will also be sent to you via email.

Should you have any questions, please contact me directly.

Thank you.

Lynn Pardoe

Project Analyst

Rural Programs Branch

(519) 537-8422

Lynn.pardoe@ontario.ca

THE AGREEMENT effective as of the ____ day of _____, 2013.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs**

("OMAFRA")

**- and -
CORPORATION OF THE
TOWNSHIP OF PUSLINCH**

(the "Recipient")

Background:

The MOI funds projects similar to the Project described in Schedule "A".

The Recipient has proposed to carry out the Project and MOI wishes to provide funding.

MOI has asked OMAFRA to administer the funds on MOI's behalf. OMAFRA has agreed to manage the funds on behalf of MOI.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

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

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"Agreement" means this agreement entered into between OMAFRA and the Recipient and includes all of the schedules listed in section 27.1.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "B".

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, and any other day which the Ministry has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 25.

"Funding Year" means:

- a) the period commencing on the Effective Date and ending on the following March 31; and
- b) if there are Funding Years subsequent to the Funding Year in (a), the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money provided by OMAFRA to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

"Maximum Funds" means \$22,762.84.

“MOI” means the Ministry of Infrastructure.

"Notice" means a communication required to be given pursuant to the Agreement.

"Parties" means OMAFRA and the Recipient.

"Party" means either OMAFRA or the Recipient.

"Project" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "C".

“Requirements of Law” means all applicable requirements of law, as may be set out in statutes, regulations, by-laws, codes, rules, ordinances, official plans, approvals, permits, licences, authorizations, decrees, injunctions, orders and declarations or any other similar requirement of law that could be imposed upon a Recipient, by authorities that now or at any time hereafter during the term of Program may have jurisdiction over the Recipient.

"Timelines" means the Project schedule set out in Schedule "A".

“Wind Down Costs” means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1. **General.** The Recipient represents, warrants and covenants that:

- a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- c) any information the Recipient provided to OMAFRA in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect.

2.2. **Execution of Agreement.** The Recipient represents and warrants that:

- a) it has the full power and authority to enter into the Agreement; and
- b) it has taken all necessary actions to authorize the execution of the Agreement (including if necessary passing a Local Services Board resolution or a municipal by-law or resolution authorizing the Recipient to enter into the Agreement with OMAFRA).

2.3. **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b) procedures to ensure the ongoing effective functioning of the Recipient;
- c) decision-making mechanisms;
- d) procedures to provide for the prudent and effective management of the Funds;
- e) procedures to enable the successful completion of the Project;
- f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4. **Supporting Documentation.** Upon request, the Recipient shall provide OMAFRA with proof of the matters referred to in Article 2.

ARTICLE 3. TERM OF THE AGREEMENT

3.1. **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2015 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4. FUNDS AND CARRYING OUT THE PROJECT

4.1. **Funds Provided.** OMAFRA shall:

- a) provide up to the Maximum Funds to the Recipient for the purpose of carrying out the Project;
- b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "D";
- c) deposit the Funds into an account designated by the Recipient provided that the account:
 - i) resides at a Canadian financial institution; and
 - ii) is in the name of the Recipient.

4.2. **Limitation on Payment of Funds.** Despite section 4.1, OMAFRA:

- a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project, if applicable; and
- c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon OMAFRA's assessment of the information provided by the Recipient in the Reports, if applicable; and
- d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario) as amended, OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA is not obligated to make the payment and OMAFRA may, pursuant to section 13.1, terminate the Agreement or may reduce the amount of the Funds and, in consultation with the Recipient, change the Project.

4.3. **Use of Funding and Project.** The Recipient shall:

- a) carry out the Project;
 - i) in accordance with the terms of the Agreement; and
 - ii) in compliance with all Requirements of Law related to any aspect of the Project;
- b) use the Funds only for the purpose of carrying out the Project; and
- c) spend the Funds only in accordance with the Budget.

4.4. **No Changes.** The Recipient shall:

- a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of OMAFRA; and
- b) abide by the terms and conditions OMAFRA may require pursuant to any consent.

4.5. **Interest Bearing Account.** If OMAFRA provides Funds to the Recipient prior to the Recipient's immediate need for the Funds the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

- 4.6. **Interest.** If the Recipient earns any interest on the Funds:
- a) OMAFRA may deduct an amount equal to the interest from any further instalments of Funds; or
 - b) the Recipient shall pay an amount equal to the interest to OMAFRA as directed by OMAFRA.
- 4.7. **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8. **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs including taxes for which it has received, will receive, or is eligible to receive a rebate, credit or refund.

ARTICLE 5. ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1. **Acquisition.** Subject to section 32, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for the money.
- 5.2. **Disposal.** The Recipient shall not, without OMAFRA's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funds, or for which Funds were provided.

ARTICLE 6. CONFLICT OF INTEREST

- 6.1. **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2. **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a) the Recipient; or
 - b) any person who has the capacity to influence the Recipient's decisions;
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3. **Disclosure to OMAFRA.** The Recipient shall:
- a) disclose to OMAFRA without delay any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - b) comply with any terms and conditions that OMAFRA may prescribe as a result of the disclosure.

ARTICLE 7. REPORTING, ACCOUNTING AND REVIEW

- 7.1. **Preparation and Submission.** The Recipient shall:
- a) submit to OMAFRA at the address provided in Section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "C", or in a form as specified by OMAFRA from time to time;

- b) submit to OMAFRA at the address provided in Section 18.1, any other reports requested by OMAFRA in accordance with timeline and content requirements specified by OMAFRA;
 - c) ensure that all Reports and other reports are completed to the satisfaction of OMAFRA; and
 - d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2. **Record Maintenance.** The Recipient shall keep and maintain:
- a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3. **Inspection.** OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, may:
- a) inspect and copy the records and documents referred to in section 7.2; and
 - b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 7.4. **Disclosure.** To assist in respect of the rights set out in Section 7.3, the Recipient shall disclose any information reasonably requested by OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, and shall do so in a form reasonably requested by OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, as the case may be.
- 7.5. **No Control Over Unrelated Information.** No provision of the Agreement shall be construed so as to give OMAFRA any control whatsoever over the Recipient's documentation or information that is not related to the Project or to the expenditure of Funds.
- 7.6. **Auditor General.** For greater certainty, OMAFRA's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9(1) of the *Auditor General Act* (Ontario).

ARTICLE 8. CREDIT

- 8.1. **Acknowledge Support.** Unless otherwise directed by OMAFRA, the Recipient shall, in a form approved by OMAFRA, acknowledge the support of Ontario in any publication of any kind, written or oral, relating to the Project.
- 8.2. **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of OMAFRA.

ARTICLE 9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1. **FIPPA.** The Recipient acknowledges that OMAFRA is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to OMAFRA in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 10. INDEMNITY

- 10.1. **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of OMAFRA.

ARTICLE 11. INSURANCE

- 11.1. **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including the following:
- a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
 - i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - ii) a cross-liability clause;
 - iii) contractual liability coverage; and
 - iv) thirty (30) day written notice of cancellation, termination or material change.
- 11.2. **Proof of Insurance.** The Recipient shall provide OMAFRA with certificates of insurance, or other proof as may be requested by OMAFRA, that confirms the insurance coverage as provided for in section 11.1. Upon the request of OMAFRA, the Recipient shall make available to OMAFRA a copy of each insurance policy.

ARTICLE 12. TERMINATION ON NOTICE

- 12.1. **Termination on Notice.** OMAFRA may terminate the Agreement at any time upon giving at least thirty (30) days' Notice to the Recipient.
- 12.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 12.1, OMAFRA may:

- a) cancel all further instalments of Funds;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c) determine the Wind Down Costs, and:
 - i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to subsection 12.2(b); and/or
 - ii) subject to section 4.7, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13. TERMINATION WHERE NO APPROPRIATION

13.1. **Termination Where No Appropriation.** If, as provided for in section 4.2(d), OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA may terminate the Agreement immediately by giving Notice to the Recipient.

13.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 13.1, OMAFRA may:

- a) cancel all further instalments of Funds, if applicable;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- c) determine the Wind Down Costs; and
 - permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to subsection 13.2(b).

13.3. **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, OMAFRA shall not provide additional Funds to the Recipient.

ARTICLE 14. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1. **Events of Default.** Each of the following events shall constitute an "Event of Default":

- a) in the opinion of OMAFRA the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with OMAFRA;
- b) in the opinion of OMAFRA the Recipient breaches any representation, warranty, covenant or material requirement of the Agreement, including failing to do any of the following in accordance with the terms of the Agreement:
 - i) carry out the Project;
 - ii) use or spend Funds; and/or
 - iii) provide Reports or such reports as may have been requested;
- c) the nature of the Recipient's operations, its corporate status or its organizational structure changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which OMAFRA provides the Funds;

- d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- e) the Recipient ceases to operate; and
- f) an event of Force Majeure continues for a period of sixty (60) days or more.

14.2. **Corrective Action.** If an Event of Default occurs OMAFRA may, at any time, take one or more of the following actions:

- a) initiate any action OMAFRA considers necessary in order to facilitate the successful continuation or completion of the Project;
- b) suspend the payment of Funds for such period as OMAFRA determines appropriate;
- c) reduce the amount of the Funds;
- d) cancel all further payment of Funds;
- e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by OMAFRA;
- g) demand the repayment of an amount equal to any Funds OMAFRA provided to the Recipient; and/or
- h) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3. **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, OMAFRA may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- a) of the particulars of the Event of Default; and
- b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4. **Recipient not Remediating.** If OMAFRA has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- b) it becomes apparent to OMAFRA that the Recipient cannot completely remedy the Event of Default within the time specified in the Notice or such further period of time as OMAFRA considers reasonable; or
- c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to OMAFRA.

OMAFRA may initiate any one or more of the actions provided for in subsections 14.2 (a), (b), (c), (d), (e), (f), (g), and (h).

14.5. **Effective Date of Termination.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15. FUNDS AT THE END OF A FUNDING YEAR

- 15.1. **Funds at the End of a Funding Year.** Without limiting any rights of OMAFRA under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, OMAFRA may:
- a) demand the return to OMAFRA of the unspent Funds; or
 - b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16. FUNDS UPON EXPIRY

- 16.1. **Funds Upon Expiry.** Without limiting any rights of OMAFRA under Article 14, the Recipient shall, upon expiry of the Agreement, return to OMAFRA any Funds remaining in its possession or under its control.

ARTICLE 17. REPAYMENT

- 17.1. **Debt Due.** If OMAFRA demands the payment of any monies, including any Funds from the Recipient or if the Recipient owes any monies, including any Funds, to OMAFRA, whether or not their return or repayment has been demanded by OMAFRA, such monies shall be deemed to be a debt due and owing to OMAFRA by the Recipient, and the Recipient shall pay or return the amount to OMAFRA immediately unless OMAFRA directs otherwise.
- 17.2. **Interest Rate.** OMAFRA may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3. **Cheque Payable To.** The Recipient shall pay any monies owing to OMAFRA by cheque payable to the "Ontario Minister of Finance" and mailed to OMAFRA at the address provided in section 18.1.

ARTICLE 18. NOTICE

- 18.1. **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail or personal delivery, and shall be addressed to, OMAFRA and the Recipient respectively, as set out below:

To OMAFRA:
Ministry of Agriculture, Food and
Rural Affairs
4th Floor
1 Stone Road West
Guelph ON, N1G 4Y2

Attention: Manager
Programs Operations Unit
Rural Programs Branch

To the Recipient:
Township of Puslinch
7404 Wellington Road 34
Guelph, ON N1H 6H9

Attention: Brenda Law,
CAO/Clerk/Treasurer/Lottery
Licensing Officer

- 18.2. **Notice Given.** Notice shall be deemed to have been received:
- a) in the case of postage-prepaid mail, five (5) Business Days after such Notice is mailed; or
 - b) in the case of personal delivery, one (1) Business Day after such Notice is received by the other Party.
- 18.3. **Postal Disruption.** Despite subsection 18.2(a), in the event of a postal disruption,
- a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - b) the Party giving Notice shall provide Notice by personal delivery.

ARTICLE 19. SEVERABILITY OF PROVISIONS

- 19.1. **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20. WAIVER

- 20.1. **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21. INDEPENDENT PARTIES

- 21.1. **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of OMAFRA and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22. ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1. **No Assignment.** The Recipient shall not assign any part of the Agreement or any Funds without the prior written consent of OMAFRA which OMAFRA may, in its sole discretion, provide or withhold.
- 22.2. **Agreement to Extend.** The rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23. GOVERNING LAW

- 23.1. **Agreement Governed By.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24. FURTHER ASSURANCES

- 24.1. **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms of the Agreement to its full extent.

ARTICLE 25. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 25.1. **Force Majeure Means.** For the purposes of the Agreement, "Force Majeure" means an event that is:

- a) beyond the reasonable control of a Party; and
- b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.

- 25.2. **Force Majeure Includes.** Force Majeure includes:

- a) infectious diseases, war, riots and civil disorder;
- b) storm, flood, earthquake or other severely adverse weather conditions;
- c) confiscation or other similar action by government agencies;
- d) lawful act by a public authority; and
- e) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.

- 25.3. **Force Majeure Shall Not Include.** Force Majeure shall not include:

- a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;
- b) any event that a diligent Party could reasonably have been expected to:
 - i) take into account at the time of the execution of the Agreement; and
 - ii) avoid or overcome in the carrying out of its obligations under the Agreement.

- 25.4. **Failure to Fulfil Obligations.** Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 26. SURVIVAL

- 26.1. **Survival.** The provisions in Article 1, sections 4.6(b), 4.8, 5.2, 7.1 (to the extent that the Recipient has not provided the Reports/reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2 (c), (d), (e), (f) and (g), 14.4, Articles 16, 17, 18, 19, 23, 27, 28 and 30, 31, 35 and all applicable definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement.

ARTICLE 27. SCHEDULES

- 27.1. **Schedules.** The Agreement includes the following schedules:
- a) Schedule A - Project (Background, Scope and Timelines);
 - b) Schedule B - Budget;
 - c) Schedule C – Financial and Performance Reports; and
 - d) Schedule D - Payment Schedule.

ARTICLE 28. ENTIRE AGREEMENT

- 28.1. **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 28.2. **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 29. COUNTERPARTS

- 29.1. **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30. JOINT AND SEVERAL LIABILITY

- 30.1. **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to OMAFRA for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31. RIGHTS AND REMEDIES CUMULATIVE

- 31.1. **Rights and Remedies Cumulative.** The rights and remedies of OMAFRA under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 32. BPSAA

- 32.1. **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33. FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 33.1. **Other Agreements.** If the Recipient:
- a) has failed to comply (a 'Failure') with any term, condition or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or a Crown agency;

- b) has been provided with notice of such Failure in accordance with the requirements of such other agreement; and
- c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement,

OMAFRA may suspend the payment of any amount of Funds for such period as OMAFRA determines appropriate.

ARTICLE 34. CONSENT

34.1. **Consent.** OMAFRA may impose any terms and/or conditions on any consent OMAFRA may grant pursuant to the Agreement.

ARTICLE 35. JOINT AUTHORSHIP OF AGREEMENT

35.1 **Joint Authorship of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Part by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
 as represented by the Minister of Agriculture and Food
 Minister of Rural Affairs

by:

 Name: Martin Bohl
 Title: Director, Rural Programs Branch

 Date

**CORPORATION OF THE
 TOWNSHIP OF PUSLINCH**

by:

 Name: Dennis Lever
 Title: Mayor

mar 6/13
 Date

 Name: Karen Landry
 Title: CAO/Clerk

mar 6/13
 Date

I/we have authority to bind the Recipients.

SCHEDULE “A”

PROJECT

1.	<p>Background:</p> <p>The Government of Ontario recognizes that municipalities, as defined under the <i>Municipal Act, 2001</i>, S.O. 2001, c. 25, as amended, and local services boards (LSBs), as established under the <i>Northern Services Boards Act</i>, R.S.O. 1990, c. L. 28, as amended, deliver many of the services that are critical to Ontarians and these services rely on well-planned, well-built and well-maintained infrastructure. In order to be sustainable, there is a need to have universally implemented comprehensive asset management plans that clearly guide investment decisions. Within these plans, the maintenance of roads, bridges, water, wastewater and social housing should be a top priority along with movement toward optimal use of a full range of infrastructure financing tools.</p> <p>Such plans need to prioritize needs to maintain critical infrastructure over wants. Plans will help ensure that investments are made at the right time to minimize future repair and rehabilitation costs and maintain municipal assets.</p> <p>The Government of Ontario requires such comprehensive plans to form the base of requests for provincial infrastructure funding and as such municipalities are required to demonstrate that a full range of available financing and revenue generation tools have been explored.</p> <p>The Government of Ontario recognizes that small municipalities of less than 20,000 may have limited financial capacity to undertake asset management planning. In response, in 2012-13, the Government of Ontario is making up to \$8.25 million in funding available to small municipalities and LSBs responsible for managing water/wastewater systems in Northern Ontario through the Municipal Infrastructure Investment Initiative – Asset Management Program. The funding will help Recipients in need of support to achieve a best practice in asset management. Best practices in asset management will allow small municipalities and LSB to identify and prioritize the long-term needs of their infrastructure.</p>
2.	<p>Project Scope:</p> <p>Creation or improvement of existing proponent asset management plans in accordance with the <i>Building Together: Guide for Municipal Asset Management Plans</i>. Plans are to be based on the expected life-cycle of the assets, be comprehensive to include all assets but at a minimum any assets owned by the proponent related to Roads, Bridges, Water and/or Wastewater assets. Plans will include comprehensive financial planning making optimal use of the full range of budgeting and infrastructure financing tools and will fully integrate financial planning and budgeting in the plan.</p>
3.	<p>Timelines:</p> <p>Work on plans and any associate Project costs will be complete by December 31, 2013.</p>

SCHEDULE "B"

BUDGET

Items or Eligible Expenditure	AMOUNT (\$)
<ul style="list-style-type: none"> a) Cost incurred for professionals, technical personnel, consultants and contractors for work related to asset management planning (e.g. conducting building condition audits or assessments, creating tools to identify long-term capital needs). b) Staff costs for any staff members newly hired specifically for work related to asset management planning. (In order for the cost of a staff member to be eligible, the staff member must spend 100% of their time fully engaged in work related to asset management planning in addition to being newly hired). c) Purchasing software and/or other IT products required by the Recipient to undertake the asset management planning work required. d) Staff training costs, including training registration fees, some travel expenses (i.e. in-province transportation costs that are reasonable) and any materials that may be required to be purchased in advance of attending a training session such as books and/or training manuals specifically requested by the training seminar organizer. e) Any other asset management planning cost as is pre-approved in writing by OMAFRA. 	<p align="center">\$22,762.84</p>

All costs set out in the immediately-above table shall be reasonable in nature. OMAFRA may find that a cost is ineligible if it is not reasonable in nature.

The following costs shall be considered ineligible under this Agreement:

- a) Costs incurred prior to August 16, 2012.
- b) Costs incurred after December 31, 2013.
- c) Salaries and other employment benefits of any employees of the Recipient that are not spending 100% of their time working on asset management activities.
- d) Overhead costs (e.g., supervision) for eligible staff members.
- e) Hospitality, incidental or food expenses of consultants.
- f) Taxes for which the Recipient or a third party is eligible for a tax rebate and all other costs eligible for rebates.
- g) Costs of repairs, rehabilitation, renewal, or operation of assets.
- h) Financing charges and interest costs.
- i) Costs of capital leasing of equipment by the Recipient.
- j) Legal fees.

SCHEDULE "C"

REPORTS

The following Reports are to be provided in a form and with such content that are satisfactory to OMAFRA.

	Name of Reports and Details required	Position of Accountable Person who must Approve the Report	Due Date
1.	Final Report (see details below)	Chief Administrative Officer or Equivalent (Note: Tailor for LSBs to show senior-most position)	March 15, 2014.
2.	Reports specified from time to time	Chief Administrative Officer or Equivalent (Note: Tailor for LSBs to show senior-most position)	On a date specified by OMAFRA

Report Details

1. **Other Reports:** OMAFRA will specify the timing and content of any other Reports as may be necessary.

2. **The Final Report shall include, but is not be limited to, the following and be required in a format as provided by OMAFRA:**
 - (i) Discuss progress against the submitted Expression of Interest, confirming that Project has met the Project Scope as outlined in Schedule "A" of this Agreement, or if not, barriers to this. The Final Report shall set out any lessons learned and outline any risks to implementing or maintaining the plan including any mitigation strategies to be employed.

 - (ii) Include an attestation that all Project expenditures were expended in accordance with Schedule "B" of this Agreement and has been used for the purposes identified in the Expression of Interest. Said attestation will be signed by the Chief Financial Officer, the Board chair or equivalent if applicable, or as otherwise agreed to by OMAFRA in writing.

 - (iv) Include a statement signed by the authorized official at the Recipient confirming the Recipient's compliance with the terms and conditions of the Agreement.

 - (v) Any additional information OMAFRA may request.

SCHEDULE "D"

PAYMENT SCHEDULE

PROJECT REPORT AND DATE	AMOUNT (\$)
Subject to subsection 4.2(c) Upon execution of this Agreement by the Parties	\$22,762.84

8a
CC Amanda
Butler
Michelle
Dow

Brenda Law

From: Ken DeHart <kend@wellington.ca>
Sent: February-20-13 11:38 AM
To: Brenda Law; Gord Duff; Linda Cheyne; Mike Givens; Sharon Marshall; Teresa Armstrong; Wes Snarr
Cc: Susan Aram; Cathy Butcher
Subject: Asset Management Policy and Report
Attachments: Asset Management Policy and Programme.pdf

Hello everyone,

Yesterday the County brought forward a report to our Administration, Finance and Personnel Committee on our Asset Management Policy and Programme to have in place by the end of the year.

The report and policy are attached.

The County has hired a student from the University of Guelph who starts with us in the beginning of May. Prior to her start with us we will be developing a detailed work plan with rough timelines for completion. Once she starts we will have her collecting the data from our departments and inputting it into the system in anticipation of having a detailed asset registry in our financial system which we can use to pull information out of to put together the detailed asset management plan as expected of us by the Province.

We will continue to share any information (work plans, templates, etc) as we complete them. Please feel free to use anything we can provide as an assistance to put your plans in place.

We can discuss progress, plans, etc in putting the Asset Management Plan together at future Treasurer's meetings and I will email out anything I can to assist.

Thanks and take care!

Ken

Ken DeHart, CGA
County Treasurer
County of Wellington
T 519.837.2600 x 2920
F 519.837.1909
E kend@wellington.ca

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COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Administration, Finance and Personnel Committee
From: Ken DeHart, County Treasurer
Date: Tuesday, February 19, 2013
Subject: Corporate Asset Management Policy and Programme

Background:

What is Corporate Asset Management?

Corporate Asset Management is an integrated approach to effectively manage the County of Wellington's assets in order to provide services to the community at Council approved levels in a sustainable manner. A Corporate Asset Management perspective will promote the development of asset management plans using life cycle best practice principles and allow for long term financial planning to reduce risk and achieve the best value from corporate asset investment.

In August of 2012 the province announced a new Municipal Infrastructure Strategy that requires any municipality seeking provincial capital funding to prepare detailed asset management plans for all corporate assets. The province has provided direction on what an asset management plan should include.

Elements of an Asset Management Plan:

- Executive Summary – an overview of the plan
- Introduction – statement of what assets are included in the plan and how they will be managed to support goals of the corporation
- State of Local Infrastructure – summary of asset type, quantity, location, historical and replacement cost valuation, useful life and condition
- Expected Levels of Service – documentation of defined service levels through performance measures with targets and timeframes to achieve those targets
- Asset Management Strategy – set of planned actions to manage the asset through its lifecycle including maintenance, renewal and replacement activities.
- Financing Strategy – a forecast of annual expenditures for the strategy and identification of any funding shortfalls

The attached Corporate Asset Management Policy and implementation plan will guide County staff in creating the County's Corporate Asset Management Programme. The first stage of the plan will satisfy the minimum provincial requirements (roads and bridges, social housing) while demonstrating a commitment from Council to support a corporate approach to asset management that maximizes benefits, reduces risk and provides safe and sustainable levels of service to the community. Once the minimum requirements are met, County staff will expand the plan to incorporate all of the County's asset classes.

A co-op student was included in the County's 2013 budget in the Financial Services Division to assist with the workload and development of the County's Corporate Asset Management Plan. The student is expected to start in the beginning of May and will work with County staff in anticipation of completion of the plan by the end of 2013.

Recommendation:

That the Corporate Asset Management Policy and Programme be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ken DeHart', with a long horizontal flourish extending to the right.

Ken DeHart, CGA
County Treasurer



COUNTY OF WELLINGTON

Policy and Procedure Manual

DEPARTMENT	TREASURY	POLICY NUMBER
SECTION	FINANCIAL SERVICES	EFFECTIVE DATE February 28, 2013
SUBJECT	Corporate Asset Management Policy and Programme	
AUTHORITY		

PURPOSE:

The purpose of this policy is to promote a corporate approach to the management of assets using recognized asset management best practices to support the delivery of services to the community. The policy is intended to guide staff in the management of corporate assets including maintenance, renewal and replacement.

POLICY STATEMENTS:

Corporate asset management is an integrated business approach involving planning, finance, engineering, maintenance and operations. The approach is geared towards effectively managing existing and new infrastructure to maximize benefits, reduce risk and provide safe and sustainable levels of service to the community in alignment with the County of Wellington Official Plan and Economic Development Strategic Plan.

To guide the organization, the following policy statements have been developed:

The County of Wellington will:

- Develop asset management plans for all categories of corporate assets to maintain and manage assets at defined service levels ensuring that all legislative requirements and regulatory standards are met.
- Use a staged approach to the development of asset management plans with initial focus on roads/bridges and social housing units.
- Rely on work already done and information already available through road and bridge inspections, housing condition assessments, tangible capital asset registry and multi-year operating and capital budget forecasting.
- Support the development and improvement of decision making tools in order to make informed resource allocation decisions based on documented economic analysis using data available in the asset management system.
- Establish organizational accountability and responsibility for corporate asset management .
- Continually monitor service levels and measure performance to ensure that assets are supporting the community according to Council goals and objectives.
- Establish asset replacement strategies through the use of full life cycle costing principles
- Plan financially for the appropriate level of maintenance of assets to deliver service levels and extend the useful life of assets.

- Plan for and provide stable long term funding to replace, renew and/or decommission assets.
- Consider and incorporate asset management in its other corporate plans where appropriate.
- Consult with stakeholders where appropriate.
- Report to citizens regularly on the status and performance of its asset management programme.

CORPORATE ASSET MANAGEMENT PROGRAMME:

This policy, together with individual Asset Management Plans and associated working procedures and practices will form a Corporate Asset Management Programme. This programme will assist the County to sustain, improve and rationalize the services that it provides today and ensure that future generations enjoy the same if not improved service.

Components – the corporate asset management programme will include a corporate asset registry, corporate work management systems, decision support models and asset management plans.

Asset registry – The asset registry will maintain an inventory of the County’s tangible capital assets including a description of the asset and location, condition, age and estimated remaining useful life, historical and replacement value, performance characteristics and maintenance history.

Corporate business processes and systems – The systems will track workflow from service request to task completion and integrate existing major information systems to track asset acquisition, asset maintenance, asset disposition and asset performance over time and improve operational effectiveness and quality and reliability of data in the asset registry.

Decision support models– are a system of analysis tools used to inform decision making including trade-off analysis, cost benefit analysis, payback period or net present value.

Asset management plans – will be developed within departments for groups of assets specific to those departments. The plans will leverage the data in the registry and known best practices to identify and implement improvements in business processes in order to balance a level of service that meets customer expectations with the costs and risks associated with providing the service.

SCOPE AND APPLICATION:

This policy applies to the creation, acquisition, operation, maintenance, rehabilitation and disposal of all County assets as outlined below.

Asset Groups - The County’s owned physical assets, which will benefit from the Asset Management Programme fall into one of the following groups:

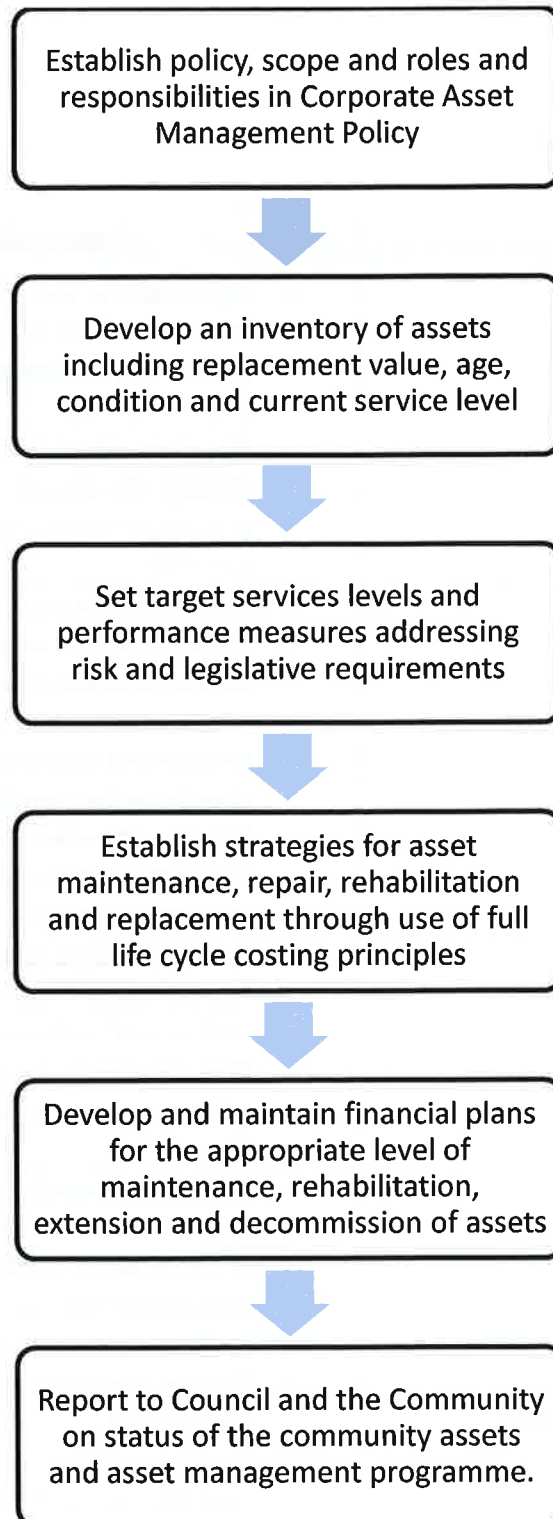
- Roads, Bridges and Culverts
- Social Housing Units
- Buildings and Properties

- Technology & Communication (software, hardware, radio equipment)
- Equipment (Vehicles and Machinery)
- Furniture & Fixtures
- Library Books

ROLES AND RESPONSIBILITIES

Role	Responsibility
County Council	<ul style="list-style-type: none"> • Approves the asset management policy that establishes Council's expectations around the management of the County's physical assets. • Approves asset funding allocation through the annual corporate budget process to set agreed levels of service and risk.
Staff Advisory Committee	<ul style="list-style-type: none"> • Demonstrates a commitment by senior management to achieving the Council approved asset management policy. • Provides corporate oversight to the programme to ensure that the goals and directions are maintained. • Provides direction, sets priorities, approves work programmes and allocates resources.
Treasurer	<ul style="list-style-type: none"> • Is the Executive Sponsor of the Asset Management Programme providing overall leadership and communication between the Staff Advisory Committee and Asset Management Working Groups.
Asset Management Working Groups	<ul style="list-style-type: none"> • Provide complete asset registries and continuously improve and update information as available. • Document service levels and develop performance measures. • Review and improve business processes as required. • Develop and use economic decision making tools and document process. • Develop asset management plans that include work programmes, project timelines, resource allocation and budget forecasts.

IMPLEMENTATION:



DEFINITIONS:

Asset Maintenance – refers to all actions necessary for retaining an asset as near as practicable to its original condition in order for it to achieve its expected useful life, but excluding rehabilitation or renewal. This includes all types of maintenance – corrective and preventative maintenance.

Asset Management - is a combination of management, financial, economic, engineering and other practices applied to physical assets with the objective of providing the required level of services in the most cost-effective manner at an acceptable level of risk. It involves decision-making and actions through the lifecycle of the physical assets.

Asset Management Plan – asset specific plans which are regularly updated to develop strategies and implement actions in order to achieve objectives and targets. Asset Management Plans will provide an understanding of:

- The extent of the County's asset inventory and replacement valuation
- Condition of each asset in the inventory
- Existing and desired service levels
- Financial commitments needed to operate, maintain, renew and replace assets
- Policies and programmes needed to be sustainable
- Public and business risk of asset failure

Asset Renewal – is restoration of the service potential of the asset. Asset renewal is required to sustain service provision from infrastructure beyond the initial or original life of the asset.

Asset Replacement – is the complete replacement of an asset that has reached the end of its useful life so as to provide a similar or agreed alternative level of service.

Corporate Asset Management – the application of asset management practices on a corporate level to maximize consistency among the diverse asset groups. Corporate asset management creates efficiency by harmonizing service levels and business processes wherever possible.

Level of Service – the quality, quantity, functionality and reliability of the County's assets.

Lifecycle – the cycle of activities that an asset goes through while it retains an identity as an asset.

Lifecycle Cost – the total cost of an asset throughout its life including planning, design, construction, acquisition, operation, maintenance, rehabilitation, renewal and disposal costs.

Useful Life – the period of time over which an asset is expected to be used by the municipality.

Brenda Law

From: Dennis Lever
Sent: February-15-13 2:21 PM
To: Brenda Law; Michelle Cassar; Betty Coburn
Subject: Tuesday AF&P meeting
Attachments: Gravel Pit refunds.PDF; Farmland Assessment changes.PDF

Hi,

Attached are the two reports for Tuesday's meeting. Please let me know if you have any questions you would like me to ask.

Thanks,

Dennis

Dennis Lever
Mayor
Township of Puslinch
226-971-2067
www.puslinch.ca



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Administration, Finance and Personnel Committee
From: Ken DeHart, County Treasurer
Date: Tuesday, February 19, 2013
Subject: Gravel Pit Appeal Refunds

Background:

The Municipal Property Assessment Corporation (MPAC) is responsible for determining the current value assessment (CVA) of all properties in the province of Ontario. For the previous reassessment, CVA base year January 1, 2008, MPAC revised their method of valuing gravel pit properties. Buildable industrial land values were applied along with several distinct categories of land use together with guidelines for valuation and tax classification. These values became effective for the tax years 2009 to 2012 and phased in over the 4 year period.

In response to extreme CVA increases, particularly in the industrial tax class, the Ontario Stone, Sand and Gravel Association (OSSGA) approached members to launch province-wide appeals with the Assessment Review Board (ARB). The current round of appeals mirror similar action that was taken by OSSGA and property tax agents in 1998. Gravel pits are complex properties to value and given the number of appeals before the ARB at that time, many settlements had not been reached until 2008 when municipalities had to refund property taxes retroactive several years.

As of this date, the Town of Erin has received one set of Minutes of Settlement (MOS) and five additional settlements are proposed for Dufferin Aggregates in both Erin and Puslinch. Staff will confirm settlements pending a conference call with the ARB scheduled on February 15, 2013 and will present a verbal update to the Committee. The following table summarizes total estimated tax refunds for these six properties:

DUFFERIN AGGREGATES MOS - 2013

SUMMARY - 2009 to 2012 TAX YEARS

			ERIN	PUSLINCH
COUNTY	-\$	888,048	-\$ 206,444	-\$ 681,604
MUNICIPAL	-\$	252,760	-\$ 71,034	-\$ 181,726
EDUCATION	-\$	638,782	-\$ 199,846	-\$ 438,936
Amount of Refund	-\$	1,779,590	-\$ 477,323	-\$ 1,302,267

In addition, there remain nine appeals in Puslinch, four in Erin, and one each in Guelph/Eramosa, Centre Wellington and Minto.

Currently there are two hearing streams before the ARB on these matters. Legal Counsels for MPAC and the OSSGA have agreed that the best course of action is to choose ten properties as test case appeals, three of which are located in Puslinch Township. We expect the appeals will not be heard until mid 2014. Once a determination has been made by the ARB, those decisions will then be applied to all other gravel pit properties under appeal. By that time, potential settlement refunds would apply for taxation years 2009 through to 2014 and present a significant financial impact on local, County and Education Board budgets.

This year is the first of another reassessment updating CVA to a January 1, 2012 base year and will apply for taxation years 2013 to 2016. Typically we expect to see higher than average write offs due to appeals and request for reconsideration filed by property owners. In this regard County staff have increased write off estimates during the 2013 budget process. However, those estimates did not take into account gravel pit appeal settlements recently received and reflected in the above table. In addition, given the uncertainty of the outcome of future ARB decisions and settlements, potential tax refunds may impact significantly on the 2014 budget. Local treasurers may choose to consider the impact of gravel pit appeal settlements when preparing their 2013 and 2014 budgets.

Staff will update the Committee later this year regarding the progress of gravel pit appeals and potential tax impact prior to preparing Wellington County's 2014 budget.

Recommendation:

That the Gravel Pit Appeal Refunds Report be received for information.

Respectfully submitted,



Ken DeHart, CGA
County Treasurer



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Administration, Finance and Personnel Committee
From: Ken DeHart, County Treasurer
Date: Tuesday, February 19, 2013
Subject: Farmland Assessment Increase

Background:

The Municipal Property Assessment Corporation (MPAC) is responsible for valuing all properties in the Province of Ontario including actively farmed lands. Based on actual sales and market activity, they have observed significant increases in the sale price of bonafide farmer-to-farmer sales throughout the province. Upon updating the current value assessment (CVA) to the January 1, 2012 base year, MPAC reports the average farmland increase province-wide to be 45.88% and residential CVA increase of 18.77%. By comparison, Wellington County CVA has increased by 52.17% and 12.95% respectively. In order to offset higher valuation increases Wellington County and many other municipal Councils are being approached by local Agricultural Federations to lower the farmland tax ratio from the maximum 25% in order to maintain their existing distribution of tax burden.

Impact of Reassessment to Farmland CVA:

Staff have been informed that farmland value increases in Mapleton (69%) and Wellington North (75%) are higher given that farm acreage rate tables had not been updated in time for the previous reassessment base year 2008. Farmers in those communities have benefitted by lower values and property tax for several years compared to farmers in our other municipalities (see typical residential and typical farmer occupied tax increase by Municipality shown on Schedule A).

As with all other properties, farmland valuation increases are phased in over a four-year period (decreases are experienced immediately). Farmland is also discounted from property tax liability by 75%. Based on preliminary tax impact reports from the Province's On Line Property Tax Analysis Tool (OPTA) the tables below show the average farmland tax increase in Wellington County for 2013 is \$108, while the average residential tax increase is \$91.

2013 Frequency Distribution of Tax Impact

FARMLAND - Wellington County

Properties with Increases					Properties with Decreases				
Dollar Increase	Number of Properties	% of Total	Average Change	Total Dollar Increase	Dollar Decrease	Number of Properties	% of Total	Average Change	Total Dollar Decrease
0-100	3129	54.21	\$ 47	\$ 148,203	0-100	63	87.5	\$ 12	\$ 752
100-200	1761	30.51	\$ 143	\$ 251,307	100-200	4	5.56	\$ 162	\$ 648
200-300	724	12.54	\$ 234	\$ 169,640	200-300	2	2.78	\$ 263	\$ 526
300-500	153	2.65	\$ 349	\$ 53,363	300-500	1	1.39	\$ 490	\$ 490
500-700	5	0.09	\$ 566	\$ 2,828	500-700	0	0		\$ -
over 700	0	0		\$ -	over 700	2	2.78	\$ 967	\$ 1,934
Total	5772	100	\$ 108	\$ 625,342	Total	72	100	\$ 60	\$ 4,349

**2013 Frequency Distribution of Tax Impact
RESIDENTIAL - Wellington County**

Properties with Increases					Properties with Decreases				
Dollar Increase	Number of Properties	% of Total	Average Change	Total Dollar Increase	Dollar Decrease	Number of Properties	% of Total	Average Change	Total Dollar Decrease
<u>0-100</u>	11333	69.05	\$ 38	\$ 430,965	<u>0-100</u>	12183	84.91	\$ 34	\$ 409,207
<u>100-200</u>	3245	19.77	\$ 140	\$ 453,371	<u>100-200</u>	1201	8.37	\$ 136	\$ 163,676
<u>200-300</u>	1109	6.76	\$ 240	\$ 266,216	<u>200-300</u>	434	3.02	\$ 246	\$ 106,652
<u>300-500</u>	572	3.49	\$ 376	\$ 215,298	<u>300-500</u>	343	2.39	\$ 373	\$ 127,865
<u>500-700</u>	106	0.65	\$ 577	\$ 61,158	<u>500-700</u>	76	0.53	\$ 578	\$ 43,966
<u>700-1,000</u>	25	0.15	\$ 827	\$ 20,667	<u>700-1,000</u>	51	0.36	\$ 818	\$ 41,711
<u>over 1,000</u>	23	0.14	\$2,082	\$ 47,889	<u>over 1,000</u>	60	0.32	\$ 6,099	\$ 365,932
Total	16413	100	\$ 91	\$1,495,576	Total	14348	100	88	\$1,259,010

Prior to 1998 farm property owners were responsible for paying their full share of property tax on farmland and buildings. Annual applications were then made to the Province for reimbursement. With the advent of property tax reform in 1998, farmers have benefitted under the current farm tax incentive programme (FTIP) by reducing that portion of their property tax burden by 75%. All other property classes, predominantly the residential class which comprises 80% of Wellington County's levy base, have, in essence, been subsidizing the municipal tax revenue reduction by way of increasing the benchmark residential tax rate.

The mandatory farm tax incentive programme has resulted in shifting a large component of the tax burden onto residential property owners. In 2013, the cost of subsidizing the farm tax reduction is approximately \$20 million dollars which converts to \$731 per owner of every type of property in Wellington County. The subsidy cost will vary each year as the Province's farm tax incentive programme is expected to continue into the foreseeable future. Reducing the ratio to 20% would add an additional \$40 to each property in order to subsidize the FTIP. This would shift even more of the tax burden onto residential home owners. The cost per owner also varies by municipality. For example residents in Puslinch, Guelph/Eramosa and Erin would contribute a larger component based on having higher residential CVA values as listed on Schedule A.

COMMENTS RELATING TO LOWERING FARMLAND RATIO:

- Farmers are able to "write-off" farmland property tax as a business expense against their income while residential property owners are not able to write off their own property taxes or the extra cost towards subsidizing the farm tax incentive programme.
- The Province has legislated a number of tax incentive programmes or tax mitigation measures for several of the property classes:
 - Conservation Land – fully exempt from property tax
 - Managed Forest – discounted by 75% of tax - similar to farms
 - Multi-Residential, Commercial and Industrial property classes are subject to tax capping protection
- By comparison, the residential property class has not enjoyed nor benefitted from tax mitigation measures.

- Farmer occupied lands do carry a residential tax component for their home and one acre of land. However, the property valuation methodology is vastly different for farm properties than rural or urban residential dwellings. Schedule A shows typical single family dwelling and farmhouse assessments by municipality. The typical median value of a single family home in Wellington County is \$309,000 while a typical farmer occupied home is assessed 54% lower at \$143,500. Farms are assessed by MPAC based on a replacement cost less depreciation method which produces a lower than fair market value than would otherwise be applied to single family dwellings which are assessed using the sales comparison approach. In addition, the one acre that sits with the farmhouse is included in the residential tax class however the value attributed is that of a farm acre not a residential building lot value.
- The residential assessment base in Wellington County for **2013** is 9,349,416,610 which is 79.79% of the total weighted levy requirement. The farmland CVA of 2,197,101,612, once weighted, converts to 4.69% of total levy requirement. Reducing the farmland discount further from 25% to 20% would raise the residential tax component to 80.54% of total levy. While the farm levy portion would be reduced to 3.79% which is even lower than the 2012 farm tax component of 4.23%. This is illustrated on the following table which shows the assessment and weighted assessment changes.

Wellington County Residential and Farmland CVA

	Farm Ratio 0.25				Farm Ratio 0.20	
	2012 Res	2012 Farm	2013 Res	2013 Farm	2013 Res	2013 Farm
CVA assessment	9,023,560,409	1,926,466,727	9,349,413,610	2,197,101,612	9,349,413,610	2,197,101,612
% of taxable CVA roll	74.99%	16.01%	74.13%	17.42%	74.13%	17.42%
weighted assessment	9,023,560,409	481,616,682	9,349,413,610	549,275,403	9,349,413,610	439,420,322
% of weighted/taxable *	79.34%	4.23%	79.79%	4.69%	80.54%	3.79%
shift onto Res/off farmland	4.35%	-11.78%	5.66%	-12.73%	6.41%	-13.63%

- Some municipalities have lowered the farm ratio from the legislated maximum 25% however most of those are built up areas with little farm activity. For example North Bay's farm ratio is 15% however they have a total of 7 farm properties, as compared to Wellington County which has 5,844 properties with a farm (FT) discount classification.
- Neighbouring Counties report farm tax ratio and weighted taxable levy percentages between the farm and residential classes in 2013 to be:

Taxation 2013 - phase one of reassessment

Tax ratios and assessment/levy percentages of neighbouring municipalities

	2013 Ratio	Taxable portion of levy		Weighted portion of Levy		Increase onto Res	Reduction from Farm
		% Res CVA	% Farm CVA	% Res Wtd	% Farm Wtd		
Wellington	0.25	74.13%	17.42%	79.79%	4.69%	5.66%	-12.73%
Bruce	0.25	78.43%	13.86%	85.60%	3.77%	7.17%	-10.09%
Grey	0.25	79.95%	9.45%	83.53%	2.47%	3.58%	-6.98%
Huron	0.25	57.17%	34.81%	76.97%	11.72%	19.80%	-23.09%
Perth	0.25	45.00%	49.00%	67.00%	18.00%	22.00%	-31.00%
Dufferin	0.25	76.26%	7.97%	82.08%	2.14%	5.82%	-5.83%

It is difficult to perform detailed analysis for each tax year of the assessment phase-in cycle (2013 to 2016). Every year is treated as a reassessment and will produce varied valuations due to a number of factors such as property eligibility into or out of various tax incentive programmes, CVA adjustments resulting from ARB appeals or requests for reconsideration, assessment growth, properties changing tax classification, changes of use and municipal tax write offs, to name a few. In addition, the volatile nature of sales and market activity brings uncertainty to future reassessment updates.

Tax policy and mitigation options are reviewed and decided by Council on an annual basis. In order to inform Council in making sound decisions, staff will prepare additional tax ratio impact studies when presenting Wellington County Tax Policy Reports in April.

Recommendation:

That the Farmland Assessment Increase report be received for information.

Respectfully submitted,



Ken DeHart, CGA
County Treasurer

Brenda Law

From: Emma Reddish <emmar@wellington.ca>
Sent: February-15-13 10:55 AM
To: Brenda Law; sharon.marshall@erin.ca
Cc: Ken DeHart; Susan Aram; Jackie Detta; Michelle Cassar
Subject: outcome TCC gravel pits Feb 15

Hi everyone,

Once again the appeals have been adjourned to another TCC on April 16 @ 2:00.

The 5 Dufferin Aggregate Minutes of Settlement (4 Puslinch and 1 Erin) have been received by the Agents for Duff Aggregates and will be reviewed. If no further issues, they will be signed back to the municipalities.

As an aside, I received a copy of responses to the appellants issues from MTE who are representing the Town of Caledon. There are some excellent counter points in their document. I am hopeful that between what I've seen from MPAC and MTE they will be able to hold a lot of the value and tax class.

Jennifer McConkey has confirmed that MPAC did not change the methodology on this reassessment. If they/we lose, the tax years to be refunded are from 2009 to probably 2014.

Have a lovely long-weekend,

Emma

Emma Reddish AIMA

Property Tax Analyst

Wellington County

74 Woolwich St

Guelph ON N1H 3T9

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E emmar@wellington.ca

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Brenda Law

From: Emma Reddish <emmar@wellington.ca>
Sent: February-14-13 1:34 PM
To: Brenda Law; Betty Coburn; Nuala Larwood; Michelle Cassar; Don Creed
Subject: RE: Response Gravel Pits (test Cases)

Thank you Brenda – this document is good to have and states excellent arguments against what Pit owners/agents are seeking.

I am scheduled to participate in tomorrow's ARB conference call at 10:00.

Thanks,
Emma

Emma Reddish
Wellington County
T 519.837.2600 x 2940
F 519.837.1850

From: Brenda Law [<mailto:BrendaL@puslinch.ca>]
Sent: Thursday, February 14, 2013 12:46 PM
To: Betty Coburn; Nuala Larwood; Michelle Cassar; Don Creed; Emma Reddish
Subject: FW: Response Gravel Pits (test Cases)
Importance: High

From: Connie Marshall [<mailto:conniem@mte.ca>]
Sent: February-14-13 11:26 AM
To: maura.kehoe@property-tax.ca; glenn.lucas@property-tax.ca; schulze@schulzedouglas.com;
karen.landry@caledon.ca; Hillary.bryers@caledon.ca
Cc: ghislain.lamarche@ottawa.ca; keith.mcnenly@townofmono.com; dirwin@oro-medonte.ca; Brenda Law;
rmordue@northdumfries.ca
Subject: Response Gravel Pits (test Cases)
Importance: High

Good Morning All,

Please find attached Gravel Pit Response for the Test case (s).

Regards,

Constance (Connie) Marshall
Licensed Paralegal
MTE Paralegal Professional Corporation
12005 Steeles Avenue
Georgetown, ON L7G 4S6
email - conniem@mte.ca
T- 905-878-7978
F- 905-878-9092

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ASSESSMENT REVIEW BOARD

IN THE MATTER OF Section 40 of the *Assessment Act*, R.S.O., 1990, c. A.31, as amended;

AND IN THE MATTER OF "appeals" by various gravel pit and quarry property owners in respect to properties located in the Province of Ontario for the 2009, 2010, 2011 and 2012 taxation years.

B E T W E E N:

**APPELLANTS FOR THE TEST CASES OF THE PROVINCIAL CENTRAL ISSUE
RE: VALUATION OF GRAVEL PITS AND QUARRIES:**

**CORNWALL GRAVEL COMPANY LTD. AND CBM AGGREGATE (ST MARY'S
CEMENT), REPRESENTED BY PTRS PROPERTY TAX REVIEW SERVICES**

**CAPITAL PAVING INC., REPRESENTED PTRS PROPERTY TAX REVIEW
SERVICES ON CONSENT FROM ALTUS GROUP**

**LAFARGE CANADA INC. & LAFARGE NORTH AMERICA, REPRESENTED BY
PTRS PROPERTY TAX REVIEW SERVICES ON CONSENT FROM
THOMPSON MUNICIPAL TAX CONSULTANTS**

**JAMES DICK, REPRESENTED BY PTRS PROPERTY TAX REVIEW SERVICES ON
CONSENT FROM KINGMONT CONSULTING PROFESSIONAL CORPORATION**
Appellants

- and -

**MUNICIPAL PROPERTY ASSESSMENT CORPORATION ("M.P.A.C.") and
VARIOUS MUNICIPALITIES IN THE PROVINCE OF ONTARIO**
Respondents

STATEMENT OF RESPONSE

PREPARED BY:

**MTE PARALEGAL PROFESSIONAL CORPORATION
FOR THE TOWN OF CALEDON**

BACKGROUND:

This is a response to a Statement of Issues of the Complainant, PTRS Property Tax Review Services received on December 4th, 2012. At the present time, MTE Paralegal Professional Corporation represents only the Town of Caledon as a respondent in these proceedings. Should we be retained on other properties, we will advise.

The Town of Caledon reserves the right to change its position and amend this response following receipt of the assessment data, inspections if required, productions and discoveries or the receipt of any evidence that may warrant said change.

INTRODUCTION:

There are a large number of gravel pit and quarry property assessments under appeal throughout the Province of Ontario. We understand that the main issue that is common to these properties is their valuation. Lesser issues may be argued following a decision from the Assessment Review Board (ARB) on the valuation issue.

Since valuation is the main issue to the Complainants appeals, a request was made to the ARB to classify their appeals as a central issue. The ARB agreed and MPAC and the Complainant selected 10 properties to be test cases. The ARB further issued a case management plan on September 27th, 2012.

At the first pre-hearing, MTE Paralegal requested that a newly licensed property or one in the process of being licensed be added to the test cases. Our reason for that request was that the selected properties by the appellant and MPAC, were older properties. The ARB granted our request and we are reviewing a number of property locations and will advise of our decision shortly.

The following comments regarding the statement of issues is presented under similar headings used by the Complainant.

POSITION OF THE TOWN OF CALEDON:

1. This is the Response Statement of the Town of Caledon, (hereinafter referred to as the "Town", by their agent, MTE Paralegal Professional Corporation.

Since the issue being raised is common to all gravel pits and quarries our response is therefore common to them all including the two test case properties in the Town of Caledon.

CENTRAL ISSUE ADMINISTRATION:

2. The Town does not agree with the respondent's paragraph number 4 that a model should be developed in order to assess gravel pits and quarries. The valuation process used by MPAC to assess such properties has been in place for a number of years. While all properties may have some common elements, we do not subscribe to the fact that a one type model would produce an appropriate current value for these properties.

INDUSTRIAL LAND TABLES:

3. The Town disagrees with paragraphs number 8 through 10 suggesting that industrial land tables used by MPAC should not be used for gravel pits and quarries assessments. The Assessment Act mandates that these are industrial properties and should be assessed as industrial lands. When considering the time and costs involved in licensing a new aggregate property, the land values may well exceed the industrial land tables currently being used by MPAC.
4. In the appellants paragraph number 11 they are asking MPAC to produce a new land table that represents the current value of gravel pits and quarries. It is our position that the land tables currently being utilized by MPAC are appropriate and if not, then it would be up to the appellant to produce and prove an alternative that would be fair and equitable.

ZONING AND LIMITED USE:

5. In statement number 13, the Town disagrees with the appellants. Receiving the necessary authority to finally begin extraction of gravel pits and quarries is a very time consuming and costly process. Once the property is licensed, the costs associated with getting the property to that stage is the current value of that property for tax purposes. The aggregate in the ground is not assessable but the costs for site preparations including the market value of the land are commonly valued for assessment and municipal tax purposes as the land value.

We further disagree with the complainants issue in paragraph number 14 in that the property is limited to development while being used as a gravel pit or quarry. Since the owners spent considerable time and money to get the property licensed for extraction we fail to understand the complainant's position as to why they would want to re-develop the property or use it for another purpose.

DUTY TO REHABILITATE:

6. We do not understand the appellants issue with rehabilitation and the requirements imposed by the municipality and the Ministry of Natural Resources. At the onset of acquiring the rights to extract, the owners are well aware of their obligations concerning the costs to rehabilitate. Those costs are set aside from the profitable extraction of the aggregate.

RESTRICTIONS ON REHABILITATION:

7. We fail to understand the position being taken by the appellants with this issue. All requirements of the MNR are well understood before a property is licensed. Owners understand what is required if they proceed to acquire the rights to extract. Rehabilitation is known from the onset and owners set aside monies to pay for them.

We do not agree with the appellant's statement in paragraph number 25 stating; "There may be no residual value once rehabilitation is complete and site conditions are met". That is not true for a large number of former gravel pit properties that have found new uses such as golf courses etc.

EXEMPTION:

8. The Town does not agree with statements number 26 through to 32. All buildings and structures located on aggregate lands should be assessed as they are with any industrial property. To our knowledge, there are no buildings, structures etc. assessed under aggregate lands.

In paragraph number 30 the appellants seem to suggest that aggregate sales should not be used. It was our understanding that MPAC did not utilize sales of aggregate properties in their land tables therefore no additional value has been added due to the aggregate in the ground.

PROPOSED VALUATIONS:

9. In paragraph number 33, the appellants show a graph that illustrates how to accurately assess pits and quarries (emphasis added). There is very few if any licensed aggregate land sales so that would be problematic from the beginning without utilizing other industrial land sales in the area. The other suggested steps in the process are also problematic and we are of the opinion that the resultant number would not produce an appropriate current value of the property.

10. The Town disagrees with the appellant's paragraph number 35 suggesting that utilizing only two land values would produce a properties current value that is equitable in relation to other industrial properties. We look forward to receiving the appellant's analysis and documentation that shows that this method is appropriate for valuing aggregate properties.

DOCUMENTS REQUIRED:

11. The Respondent Town requires copies of all productions made by MPAC and the complainant in these proceedings.
12. The Respondent will require all valuation supporting data and analysis for the comparable properties being relied upon by MPAC and the Complainant.
13. The vicinity being relied upon for the Town of Caledon test case properties is the Town of Caledon.

PRODUCTIONS:

The Town of Caledon hereby requests productions of the following documents/information:

- All sales information that will be relied upon in these proceedings from both MPAC and the appellants;
- Copy of the plans supplied to the Ministry of Natural Resources (MNR) for each site including the rehabilitation plans;
- A copy of each license from the MNR;
- All correspondence between the site owners and the MNR dealing with compliance and reserves from year to year;
- A copy of any photographs of the subject properties;
- A copy of any appraisals or written opinions of value, received for the subject properties during the period of 2005 to 2012;
- A copy of any other documentation relevant to the issues canvassed in these proceedings arising from inspections and discoveries.

DOCUMENTS TO BE RELIED UPON BY THE TOWN OF CALEDON:

The Town of Caledon may rely on but not be limited to:

- Its file for the subject property and any other properties referred to as "similar lands" during these proceedings;
- All relevant valuation policies and procedures used by the Municipal Property Assessment Corporation;
- Any information it acquires in relation to the test case properties and including data collected for the new site yet to be identified;
- Any other relevant information obtained prior to the hearing through the production, inspection and discovery process;
- The respondent's and complainant's files;
- The Assessment Act;
- Copies of zoning bylaws;
- Data collected from the Ministry of Natural Resources.

Dated at Halton Hills this 13th day of February 2013.

**MTE Paralegal Professional Corporation
12005 Steeles Avenue
RR # 3
Georgetown Ontario
L7G 4S6**

**Phone: (905) 878-7978
Fax: (905) 878-9092**

TO:

PTRS PROPERTY TAX REVIEW SERVICES

8A Sweetnam Drive
Ottawa, Ontario K2S 1G2
Phone: 1-613-860-1161
Fax: 1-613-836-2010
Contacts: C. Maura Kehoe, LL.B., MBA
Glenn Lucas, SCV, RPM, CIC
Email:
maura.kehoe@property-tax.ca
glenn.lucas@property-tax.ca
Representative of the Appellants

AND TO:

TO: SCHULZE DOUGLAS LLP

702-24 Queen St. E.,
Brampton, Ontario L6V 1A3
Phone: 905-450-6275
Fax: 905-450-9460
Contact: Mr. Chris Schulze
Email: schulze@schulzedouglas.com
Representative for MPAC

AND TO:

Town of Caledon

Town Hall – 6311 Old Church Road, Caledon Ontario L7C 1J6
Fax: 905-584-4325
Contact: Karen Landry, Town Clerk
Hillary Bryers, Manager of Revenue
Email:
karen.landry@caledon.ca
Hillary.bryers@caledon.ca

AND TO:

The Corporation of the City of Ottawa

110 Laurier Ave. Ottawa, Ontario K1P 1J1
Fax: 613-560-2457
Contact: Ghislain Lamarche
Email: ghislain.lamarche@ottawa.ca

AND TO:

Town of Mono

347209 Mono Centre Road, Mono, Ontario

Fax: 519-941-9490

Contact: Keith McNenly, Town Clerk

Email: keith.mcnenly@townofmono.com

AND TO:

Township of Oro-Medonte

148 Line 7 South, Oro, Ontario L0L 2X0

Fax: 705-487-0133

Contact: Doug Irwin, Town Clerk

Email: dirwin@oro-medonte.ca

AND TO:

Township of Puslinch

7404 Wellington Road 34

Fax: 519-763-5846

Contact: Brenda Law, CAO/Clerk-Treasurer

Email: brendal@puslinch.ca

AND TO:

Township of North Dumfries

1171 Greenfield Road, R.R. #4, Cambridge, Ontario N1R 5S5

Fax: 519-623-7641

Contact: Rodger Mordue, CAO/Clerk

Email: rmordue@northdumfries.ca



Dufferin Aggregates
2300 Steeles Ave W, 4th Floor
Concord, ON L4K 5X6
Canada

cc stan
9d

February 14, 2013

RECEIVED

FEB 15 2013

Township of Puslinch

Al Murray
Guelph Area Team Supervisor
Ministry of Natural Resources
Guelph District
1 Stone Road West
Guelph, Ontario
N1G 4Y2

Attention: Mr. Al Murray

**Re: Monthly Monitoring Report
Mill Creek Pit, License #5738
Township of Puslinch, Wellington County**

Please find enclosed the required monitoring data for the month of January 2013. As indicated, there were no exceedences in this month.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Van Ooteghem".

Ron Van Ooteghem
Site Manager

C.c.

Brenda Law (Township of Puslinch)
Sonja Strynatka (GRCA)
Kevin Mitchell (Dufferin Aggregates)
University of Guelph

Monthly Reporting
Mill Creek Aggregates Pit
January 2013

Date	DP21 (mASL)	Threshold Value (mASL)	Exceedance
3-Jan-13	305.78	305.66	NO
16-Jan-13	305.86	305.66	NO
24-Jan-13	305.85	305.66	NO
31-Jan-13	306.06	305.66	NO

Date	BH13 (mASL)	DP21 (mASL)	Head Difference (m)	Threshold Value (m)	Exceedance
3-Jan-13	305.93	305.78	0.15	0.11	NO
16-Jan-13	306.16	305.86	0.30	0.11	NO
24-Jan-13	306.03	305.85	0.18	0.11	NO
31-Jan-13	306.30	306.06	0.24	0.11	NO

Date	DP17 (mASL)	Threshold Value (mASL)	Exceedance
3-Jan-13	305.28	305.17	NO
16-Jan-13	305.28	305.17	NO
24-Jan-13	305.28	305.17	NO
31-Jan-13	305.45	305.17	NO

Date	BH92-12 (mASL)	DP17 (mASL)	Head Difference (m)	Threshold Value (m)	Exceedance
3-Jan-13	305.41	305.28	0.13	0.07	NO
16-Jan-13	305.48	305.28	0.20	0.07	NO
24-Jan-13	305.35	305.28	0.07	0.07	NO
31-Jan-13	305.59	305.45	0.14	0.07	NO

Date	DP3 (mASL)	Threshold Value (mASL)	Exceedance
3-Jan-13	304.73	304.54	NO
16-Jan-13	304.73	304.54	NO
24-Jan-13	304.73	304.54	NO
31-Jan-13	304.73	304.54	NO

Date	DP6 (mASL)	DP3 (mASL)	Head Difference (m)	Threshold Value (m)	Exceedance
3-Jan-13	305.38	304.73	0.65	0.57	NO
16-Jan-13	305.48	304.73	0.75	0.57	NO
24-Jan-13	305.44	304.73	0.71	0.57	NO
31-Jan-13	305.75	304.73	1.02	0.57	NO

Date	DP2 (mASL)	Threshold Value (mASL)	Exceedance
3-Jan-13	304.16	303.65	NO
16-Jan-13	304.16	303.65	NO
24-Jan-13	304.16	303.65	NO
31-Jan-13	304.16	303.65	NO

Date	BH92-27 (mASL)	DP2 (mASL)	Head Difference (m)	Threshold Value (m)	Exceedance
3-Jan-13	304.83	304.16	0.67	0.43	NO
16-Jan-13	304.94	304.16	0.78	0.43	NO
24-Jan-13	304.88	304.16	0.72	0.43	NO
31-Jan-13	305.04	304.16	0.88	0.43	NO

Date	DP1 (mASL)	Threshold Value (mASL)	Exceedance
3-Jan-13	304.23	303.88	NO
16-Jan-13	304.23	303.88	NO
24-Jan-13	304.23	303.88	NO
31-Jan-13	304.23	303.88	NO

Date	BH92-29 (mASL)	DP1 (mASL)	Head Difference (m)	Threshold Value (m)	Exceedance
3-Jan-13	305.04	304.23	0.81	0.29	NO
16-Jan-13	305.11	304.23	0.88	0.29	NO
24-Jan-13	305.10	304.23	0.87	0.29	NO
31-Jan-13	305.20	304.23	0.97	0.29	NO

Date	DP5C (mASL)	Threshold Value (mASL)	Exceedance
3-Jan-13	303.26	302.88	NO
16-Jan-13	303.26	302.88	NO
24-Jan-13	303.26	302.88	NO
31-Jan-13	303.26	302.88	NO

Date	OW5-84 (mASL)	DP5C (mASL)	Head Difference (m)	Threshold Value (m)	Exceedance
3-Jan-13	303.56	303.26	0.30	0.30	NO
16-Jan-13	303.68	303.26	0.42	0.30	NO
24-Jan-13	303.58	303.26	0.32	0.30	NO
31-Jan-13	303.78	303.26	0.52	0.30	NO

Note: DP5C, DP21, DP17, DP3, DP2 and DP1 are frozen.

Monthly Reporting
 Mill Creek Aggregates Pit
 January 2013

		Max. Allowable as per PTTW- Main Pond										
		(Imperial Gallons)									per minute	(Litres)
		2,500										11,365
		1,800,000									per day	8,183,000
Total Monthly Precipitation (mm):		77.9	Waterloo-Wellington Airport (January Actual)									
Total Monthly Normal Precipitation (mm):		54	Waterloo-Wellington Airport (30-year Normal)									
Date	Below Water Table Extraction (wet tonnes) Phase 2	Below Water Table Extraction (wet tonnes) Phase 3	Water Pumped from Main Pond (gals)	Water Pumped from Active Silt Pond (gals)	Main Pond Level (mASL)	Exceedance Y/N (BELOW 305.5 mASL)	Phase 2 Pond Level (mASL)	Exceedance Y/N (BELOW 305.0 mASL)	Phase 3 Pond Level (mASL)	Exceedance Y/N (BELOW 303.85 mASL)	SP2 Level (mASL)	Exceedance Y/N (ABOVE 305.5 mASL) or (BELOW 304.5 mASL)
1-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
2-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
3-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
4-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
5-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
6-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
7-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
8-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
9-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
10-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
11-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
12-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
13-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
14-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
15-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
16-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
17-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
18-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
19-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
20-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
21-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
22-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
23-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
24-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
25-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
26-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
27-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
28-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
29-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
30-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
31-Jan-13	0	0	0	0	306.40	NO	305.79	NO	304.97	NO	304.95	NO
Total	0	0	-	-	306.40	NO	305.79	NO	304.97	NO	304.95	NO
Avg./ day	0.0	0.00	-	-	306.40	NO	305.79	NO	304.97	NO	304.95	NO

Note: No exceedences to report, ponds frozen, no pumping.

Ministry of
Natural Resources

Ministère des
Richesses naturelles

Guelph District
1 Stone Road West
Guelph, Ontario
N1G 4Y2

Telephone: (519) 826-4955
Facsimile: (519) 826-4929



Ontario

qe cc Stan
Gry
Aldo.

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GUE-2013-009

February 22, 2013

FEB 25 2013

Township of Puslinch

Kevin Mitchell
Dufferin Aggregates
9410 Dublin Line P.O. Box 68
Milton, ON
L9T 2Y3

Subject: Approval to commence extraction in new Phase 4, Mill Creek Operation, Lic. #5738, Part Lots 24 and 21-24, Concession 1&2, Township of Puslinch County of Wellington

Dear Mr. Mitchell,

The Ministry of Natural Resources grants approval for Dufferin Aggregates to move into Phase 4 of the Mill Creek gravel pit operation, Licence #5738, licenced to the University of Guelph.

Please be advised that this Ministry has reviewed your request to begin extraction in Phase 4, as required by licence conditions 19, 20 and 21 of the aggregate licence for this property; which requires the submission of hydrogeology, hydrology, fisheries and wetland update reports for MNR review as part of the approval process to move into a new phase of operations.

Monitoring reports to address hydrology, hydrogeology, fisheries and wetlands have been received and reviewed by MNR staff and they are in compliance with the agreement.

Based on the review of these documents and the requirements of licence conditions 19, 20 and 21, approval to move into a new phase of operations for this facility is delegated to the District Manger of the Ministry of Natural Resources, Guelph District.

Should you require and further information concerning this matter please contact Stephen May at (519) 826-4927.

Yours truly,

A handwritten signature in blue ink that reads "Ian Hagman".

Ian Hagman
District Manager
Ministry of Natural Resources – Guelph District

Cc. Brenda Law, Township of Puslinch

In order for us to serve you better, please call ahead to make an appointment with our staff.