



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
OCTOBER 18, 2023 COUNCIL MEETING
VIRTUAL MEETING BY ELECTRONIC PARTICIPATION &
IN-PERSON AT THE MUNICIPAL OFFICE –
7404 WELLINGTON RD 34, PUSLINCH

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AGENDA

DATE: Wednesday October 18, 2023

CLOSED MEETING: 1:00 P.M.

REGULAR MEETING: 10:00 A.M.

≠ Denotes resolution prepared

1. **Call the Meeting to Order**
2. **Roll Call**
3. **Moment of Reflection**
4. **Confirmation of the Agenda ≠**
5. **Disclosure of Pecuniary Interest & the General Nature Thereof**
6. **Consent Agenda ≠**
 - 6.1 Adoption and Receipt of the Minutes of the Previous Council and Committee Meetings:
 - 6.1.1 September 27, 2023 Council Minutes (circulated under separate cover)
 - 6.1.2 May 16, 2023 Recreation Advisory Committee Minutes
 - 6.1.3 September 11, 2023 Youth Advisory Committee Minutes
 - 6.2 Municipality of West Grey Council Resolution Establishing a Guaranteed Livable Income



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- 6.3 Township of Alnwick/Haldimand Council Resolution Establishing a Guaranteed Livable Income
 - 6.4 County of Brant Council Resolution Establishing a Guaranteed Livable Income
 - 6.5 Town of Aurora Council Resolution Gender Based Intimate Partner Violence Epidemic
 - 6.6 City of Cambridge Resolution Gender Based Intimate Partner Violence Epidemic
 - 6.7 Environmental Registry of Ontario Expanding Ontario's Permit-By-Rule Framework legislation
 - 6.8 Grand River Conservation Authority September 22, 2023 Meeting Summary
 - 6.9 Ministry of Natural Resources and Forestry Letter regarding TAPMO
 - 6.10 Township of Alberton Support Resolution Bill 3 Special Powers and Duties of Heads of Council
 - 6.11 Town of Aurora Council Resolution Council Opposition to Strong Mayor Powers
 - 6.12 City of Guelph Notice of Complete Application and Public Meeting 331 Clair Road East
 - 6.13 City of Guelph Notice of Decision of a Draft Plan of Condominium Subdivision 55 Teal Drive
 - 6.14 Municipality of Bluewater letter regarding Childcare Availability in Ontario
 - 6.15 Municipality of Wawa Resolution Chronic Pain Treatment
 - 6.16 Northumberland County Council Resolution Support for Highway Traffic Act Amendments
 - 6.17 Town of Midland Council Resolution Catch and Release Justice
 - 6.18 Town of Whitchurch-Stouffville Council Resolution Illegal Land Use Enforcement
 - 6.19 Township of Montague Council Resolution Request to Review Municipal Freedom of Information and Protection and Privacy Act
 - 6.20 Township of West Lincoln Resolution Challenges Faced by Smaller Developers in Ontario Communities
 - 6.21 Township of Puslinch Recreation Advisory Committee Resolution No. 2023-20 - Puslinch Minor Soccer Delegation Materials
7. **Delegations ≠**
- 7.1 Specific Interest (Items Listed on the Meeting Agenda)
 - 7.1.1 None
 - 7.2 General Interest (Items Not Previously Listed on the Meeting Agenda)
 - 7.2.1 **10:05 AM** Delegation by Kevin Mitchell, Dufferin Aggregates, regarding Aberfoyle Pit 2 request for extension of hauling dates
 - 7.2.2 **10:15 AM** Delegation by Salar Chagpar, Prepr & Bob Minhas, Prepr, regarding Digital Transformation Program for Puslinch Employers in 2023



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8. **Public Meetings**

8.1 None

9. **Reports ≠**

9.1 **Puslinch Fire and Rescue Services**

9.1.1 None

9.2 **Finance Department**

9.2.1 Report FIN-2023-027 – Second Quarter Financial Report – 2023 ≠

9.2.2 Report FIN-2023-029 – Municipal Performance Measurement Program Report for 2022 ≠

9.2.3 Report FIN-2023-030 – 2024 User Fees and Charges By-law ≠

9.3 **Administration Department**

9.3.1 Report ADM-2023-055 – Recreation Advisory Committee 2022-2026 Goals and Objectives ≠

9.3.2 Report ADM-2023-056 – Recreation Advisory Committee Terms of Reference Amendment ≠

9.3.3 Report ADM-2023-057 – Youth Advisory Committee Terms of Reference Amendment ≠

9.3.4 Report ADM-2023-058 – Conservation Authorities Act – Memorandum of Understands/Agreements ≠

9.4 **Planning and Building Department**

9.4.1 None

9.5 **Roads and Parks Department**

9.5.1 None

9.6 **Recreation Department**

9.6.1 None

10. **Correspondence ≠**

10.1 Mini Lakes 2022 Annual Operations and Maintenance Report for the Wastewater Treatment System and Peer Review ≠ **10:30 A.M.**

10.2 County of Wellington – Planning Committee Report regarding New Provincial Housing Fund – Building Faster Fund ≠

10.3 County of Wellington – Planning Committee Report regarding County Official Plan Review – OPA 123 Future Development Lands ≠

10.4 Presentation regarding Fire Marque by Chris Carrier, National Accounts Manager, Fire Marque Inc. ≠ **11:00 A.M.**



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11. **Council reports ≠**
 - 11.1 Mayor' Updates
 - 11.2 Council Member Reports (verbal or written updates from members who sit on boards/committees)

12. **By-laws ≠**
 - 12.1 First, Second and Third Reading
 - 12.1.1 BL2023-042 – User Fees and Charges By-law and to repeal

13. **Announcements**

14. **Closed Session – Pursuant to Section 239 of the Municipal Act, 2001**
 - 14.1 Confidential report regarding the security of the property of the municipality or local board – IT Infrastructure Analysis
 - 14.2 Confidential report regarding advice that is subject to solicitor-client privilege, including communications necessary for that purpose – Ontario Land Tribunal matter
 - 14.3 Confidential report regarding advice that is subject to solicitor-client privilege, including communications necessary for that purpose – *Aggregate Resources Act* proposed amendment
 - 14.4 Confidential report regarding a proposed or pending acquisition or disposition of land by the municipality or local board – Municipal Office Space Needs
 - 14.5 Confidential report regarding personal matters about an identifiable individual, including municipal or local board employees– Human Resource matter
 - 14.6 Confidential report regarding personal matters about an identifiable individual, including municipal or local board employees – Human Resource matter
 - 14.7 Confidential report litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board in accordance with Township Policy 2021-002 By-law Enforcement and Complaint Policy Section 3.14(c) – By-law Enforcement Matter

15. **Business Arising from Closed Session**

16. **Notice of Motion**

17. **New Business**

18. **Confirmatory By-law ≠**
 - 18.1 BL2023-43 Confirm By-law – October 18, 2023 ≠



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19. **Adjournment ≠**



MINUTES

DATE: September 27, 2023

CLOSED MEETING: Directly following section 13
Announcements

COUNCIL MEETING: 10:00 A.M.

The September 27, 2023 Council Meeting was held on the above date and called to order at 10:00 a.m. via electronic participation and in-person at 7404 Wellington Rd 34, Puslinch.

1. **CALL THE MEETING TO ORDER**

2. **ROLL CALL**

ATTENDANCE:

Councillor Sara Bailey
Councillor Russel Hurst
Councillor Jessica Goyda
Councillor John Sepulis
Mayor James Seeley

STAFF IN ATTENDANCE:

1. Glenn Schwendinger, CAO - absent
2. Mike Fowler, Director of Public Works, Parks and Facilities
3. Mary Hasan, Director of Finance/Treasurer
4. Courtenay Hoytfox, Municipal Clerk
5. Justine Brotherston, Deputy Clerk
6. Mirela Oltean, Deputy Treasurer - absent
7. Tom Mulvey, Fire Chief – absent
8. Andrew Hartholt, CBO - absent

3. **MOMENT OF REFLECTION**

4. **CONFIRMATION OF THE AGENDA**

Resolution No. 2023-289:

Moved by Councillor Sepulis and
Seconded by Councillor Goyda

That Council approves the September 27, 2023 Agenda and Addendum as circulated; and

That Council approves the additions to the agenda as follows:

Consent Item 6.1.8 Questions received from Council seeking additional information and the corresponding responses provided by staff regarding the September 27, 2023 Council agenda; and

That Council approve the change to the order of business to advance item 9.3.1 Report ADM-2023-049 - Telecommunication Tower - 7424 Wellington Rd 34 to directly following delegations.

CARRIED

5. **DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF:**

Councillor Sepulis declared a potential conflict of interest related to item 10.2 FIN-Grant Application program Friends of Mill Creek as I live on SR20N and have previously declared that I have a pecuniary interest in a proposed rezoning of a property on SR20N. The study area as currently structured includes all properties on the east side of SR20N from WR34 to Forestell Road further requires me to declare a

pecuniary interest as any development may have an impact on the value of my property. Unless the study area is changed I cannot accordingly participate in any decisions regarding the study.

6. CONSENT AGENDA

6.1 Adoption and Receipt of the Minutes of the Previous Council and Committee Meetings:

- 6.1.1 September 6, 2023 Council Minutes
- 6.1.2 May 30, 2023 Special Council Minutes
- 6.1.3 July 4, 2023 Special Council Minutes
- 6.1.4 August 8, 2023 Committee of Adjustment Minutes
- 6.1.5 August 8, 2023 Planning and Development Advisory Committee Minutes
- 6.1.6 June 5, 2023 Youth Advisory Committee Minutes
- 6.1.7 June 5, 2023 Heritage Advisory Committee Minutes
- 6.1.8 Questions received from Council seeking additional information and the corresponding responses provided by staff regarding the September 27, 2023 Council agenda

6.2 Town of Essex Letter of Support Municipal Freedom of Information and Protection of Privacy Act

6.3 Town of Bracebridge resolution regarding Municipal Freedom of Information and Protection of Privacy Act Review Request

6.4 Township of Killaloe, Hagarty and Richards Letter of Support Municipal Free of Information and Protection of Privacy Act

6.5 Township of Matachewan resolution regarding Support Update to Municipal Codes of Conduct Matachewan

6.6 Town of Plympton-Wyoming Support Resolution regarding Strengthening Municipal Codes of Conduct

6.7 Municipality of Wawa Resolution regarding Health Insurance Plan Coverage for Chronic Pain Treatments

6.8 Municipality of Shuniah Support Resolution regarding for Ontario Health Insurance Plan Coverage for Chronic Pain Treatments

6.9 Municipality of St. Charles Support Resolution regarding Stop Arm Cameras on all School Buses

6.10 Elgin County correspondence regarding Bus Patrol with respect to Support Resolution School Bus Stop Arm Cameras

6.11 City of Hamilton request regarding support of 311 launch

6.12 Ministry of Municipal Affairs and Housing Proposal to return lands in Ajax to the Greenbelt

6.13 Township of Cramahe Support Resolution regarding Highway Traffic Act Amendments

6.14 Town of Grimsby Support Resolution regarding Guaranteed Livable Income

6.15 Township of Puslinch Council Resolution 2023-236 Hanlon Expressway Mid Block Interchange response from MTO

Resolution No. 2023-290:

Moved by Councillor Goyda and
Seconded by Councillor Sepulis

That the Consent Agenda items with the exception of items 6.10, 6.11, 6.14, 6.15 listed for SEPTEMBER 27, 2023 Council meeting be received for information.

CARRIED

Resolution No. 2023-291:

Moved by Councillor Sepulis and
Seconded by Councillor Bailey

That the Consent Agenda item 6.10 listed for SEPTEMBER 27, 2023 Council meeting be received for information; and

Whereas Puslinch Council supports Elgin County correspondence regarding Bus Patrol Safety;

That Council direct staff to forward the information to the Upper Grand District School Board for consideration.

CARRIED

Resolution No. 2023-292:

Moved by Councillor Sepulis and
Seconded by Councillor Goyda



That the Consent Agenda item 6.11 listed for SEPTEMBER 27, 2023 Council meeting be received for information; and

Whereas Puslinch Council supports the City of Hamilton request regarding its launch of 311; that Council direct staff to respond accordingly.

CARRIED

Resolution No. 2023-293: Moved by Councillor Sepulis and
Seconded by Councillor Hurst

That the Consent Agenda item 6.15 listed for SEPTEMBER 27, 2023 Council meeting be received for information; and

That Council direct staff to send correspondence acknowledging the quick response from the MTO relating to Council's questions regarding the Midblock Interchange construction.

CARRIED

Resolution No. 2023-294: Moved by Councillor Bailey and
Seconded by Councillor Hurst

That the Consent Agenda item 6.14 listed for SEPTEMBER 27, 2023 Council meeting be received for information; and

That Council direct staff to forward to County Social Services department for information.

CARRIED

7. **DELEGATIONS:**

(a) Specific Interest (Items Listed on the Meeting Agenda)

7.1.1 **1:00 PM** Delegation by Daniel Gibbons regarding 9.3.1 Report ADM-2023-049 Radio Communications Tower Application – 7424 Wellington Road 34, Puslinch

Resolution No. 2023-295: Moved by Councillor Hurst and
Seconded by Councillor Sepulis

That Council receives the Delegation by Delegation by Daniel Gibbons regarding 9.3.1 Report ADM-2023-049 Radio Communications Tower Application – 7424 Wellington Road 34, Puslinch for information.

CARRIED

7.2 General Interest (Items Not Previously Listed on the Meeting Agenda)

7.2.1 None

Council recessed from 12:16 pm to 1:01 pm

Roll Call

**Councillor Goyda
Councillor Sepulis
Councillor Bailey
Councillor Hurst
Mayor Seeley**

8. **PUBLIC MEETINGS:**

None

9. **REPORTS:**

9.1 Puslinch Fire and Rescue Services



9.1.1 None

9.2 Finance Department

9.2.1 None

9.3 Administration Department

9.3.1 Report ADM-2023-049 - Radiocommunications Tower Application – 7424
Wellington Road 34, Puslinch

Resolution No. 2023-296: Moved by Councillor Goyda and
Seconded by Councillor Hurst

**That Report ADM-2023-049 entitled Radiocommunications Tower Application – 7424
Wellington Road 34, Puslinch be received; and**

**Whereas the Township is not satisfied that its agent, CRINS, has completed the consultation in accordance
with the applicable protocols;**

That Council defer its decision on providing concurrence or non-concurrence for the application; and

**That Council direct staff to advise the proponent that a re-submission of the application is required, to be
submitted directly to the Township with no additional fees being collected, in order to ensure that the
consultation is completed in accordance with the default ISED protocols; and**

**Further, that Council direct staff to process the application in accordance with the timeline outlined in this
report.**

CARRIED

Resolution No. 2023-297: Moved by Councillor Sepulis and
Seconded by Councillor Bailey

**That Council direct staff to notify CRINS that the Township is no longer retaining their services effectively
immediately; and**

That any fees not submitted to the Township be provide to the Township immediately; and

**That ISED be notified that the Township is no longer retaining CRINS for processing applications on its behalf
going forward; and**

**That Council direct staff to develop a local protocol to be used for future Radiocommunications applications
and report back to Council.**

CARRIED

9.3.2 Report ADM-2023-050 - Township Group Benefits

Resolution No. 2023-298: Moved by Councillor Hurst and
Seconded by Councillor Sepulis

That Report ADM-2023-050 entitled Township Group Benefits be received; and

**That Council provide approval for the proposed changes to the Township Group Benefits Program
amounting to approximately \$3,711 in order for the changes to be implemented as soon as possible; and**

**Further, that staff review the Township Group Benefits Program concurrently with the Township
Compensation and Benefits Review (every 4 years) on a go-forward basis to ensure equitable coverage is
maintained.**

CARRIED

9.3.3 Report ADM-2023-051 - Travelled Road Pedestrian Puslinch Lake Access

Resolution No. 2023-299:

Moved by Councillor Goyda and
Seconded by Councillor Sepulis

That Report ADM-2023-051 entitled Travelled Road Pedestrian Puslinch Lake Access be received; and

That Council direct staff to proceed with the construction of the pedestrian lake access as outlined in this report with the addition of a bicycle rack subject to budget considerations and availability; and

That Council direct staff to send a notice to the adjacent landowners alerting of the upcoming construction.

CARRIED

9.3.4 Report ADM-2023-052 - Ontario Heritage Act Alternative Notice Policy

Resolution No. 2023-300:

Moved by Councillor Sepulis and
Seconded by Councillor Hurst

That Report ADM-2023-052 entitled Ontario Heritage Act Alternative Notice Policy be received; and

That Council approve the Ontario Heritage Act Alternative Notice Policy as presented; and

That the Funds of \$10,800 approved in the 2023 budget for advertising related to Ontario Heritage Act designations be transferred to a newly developed Heritage discretionary reserve to fund future heritage financial incentive programs and that \$200 of the funding be utilized in 2023 for a one time advertisement in the Wellington Advertiser.

CARRIED

9.3.5 Report ADM-2023-054 - ERO Posting 019-7595 Dufferin Aggregates Aberfoyle Pit 2

Resolution No. 2023-301:

Moved by Councillor Bailey and
Seconded by Councillor Hurst

That Report ADM-2023-054 entitled ERO Posting 019-7595 Dufferin Aggregates Aberfoyle Pit 2 Tonnage Increase; and

That Council direct staff to submit the letter of objection attached to this report as Schedule "A" to the Province through ERO positing 019-7595 including Council's initial concern as noted below; and

That Council's initial concerns are, but not limited to:

- Hours of operation (i.e. no operations on weekends and statutory holidays);
- Climate change impacting the condition of the road (freeze/thaw);
- A technical review of the road infrastructure to determine if ditches are required in order to facilitate road maintenance and/or road upgrades;
- Review of current site plans to ensure compliance prior to any amendments;

That Council direct staff to circulate the proposal to the Township's professional consultants for review in order to identify any concerns and report back to Council; and

That Council directed staff to send correspondence to TAPMO regarding the delay with the MNRF posting the proposed amendment to the ERO and that MPP Rae and MPP Arnott be copied on this correspondence.

CARRIED

9.4 Planning and Building Department

9.4.1 None

9.5 Emergency Management

9.5.1 None

9.6 Roads and Parks Department

9.6.1 None

9.7 Recreation Department

9.7.1 Report REC-2023-004- Service Levels - Parks and Recreation

Resolution No. 2023-302:

Moved by Councillor Hurst and
Seconded by Councillor Bailey

THAT Report REC-2023-004 entitled Service Levels – Parks and Recreation be received; and

THAT Council authorize additional funds of \$42,000 for the senior soccer field topsoil and re-sodding to be funded by the Cash in Lieu of Parkland Restricted Reserve as soon as possible in the Fall of 2023; and

That Council direct staff to review the contract relating to the seeding of the senior soccer field to identify if there is an opportunity to recoup costs from the design firm; and

THAT Schedule J of the 2024 User Fees and Charges By-law be updated to clarify that Personnel Costs are applicable for any additional staffing requirements for events at the discretion of the Director of Public Works, Parks and Facilities subject to operational demands and staff availability; and

That Council direct staff to report back to Council on the proposed facility operator position at an upcoming meeting and that the report include an analysis of the facility revenue and expenditures, the anticipated loss of revenue if the hall capacity is reduced to 100 people, and the option to only rent to residents and community groups; and the addition of a facility operator versus status quo with the current staffing resources; and

THAT Council defer the decision regarding the intercorporate transfer of the Public Works Pickup truck – ¾ ton – Crew Cab Asset No. 7009 acquired in 2017 to Parks to the Capital budget deliberations; and

THAT Council defer the decision regarding pre-budget approval of a new Public Works Pickup truck – ½ ton – Crew Cab amounting to \$55,000 to the Capital budget deliberations; and

That the Township remove the free Family Skate scheduled from 12:00 p.m. to 4:00 p.m. on Saturday's in order to facilitate the rental of the ice during this prime time for one-time bookings on a first come first serve basis; and

That Council refer the calendar to the Youth Committee for comments prior to approval and specifically requesting that the Youth Committee comment on removing the Friday night family skate and replace it with a Youth skating program; and

That Council direct staff to implement in 2024 the promotion of recreational programming offered by third party organizations/renters who utilize the Township's facilities on the Township's Recreation and Leisure Calendar and Community Groups Page on Puslinch.ca after all permissions and waivers are obtained by the third party organization/renter as detailed in Report REC-2023-004.

CARRIED

10. CORRESPONDENCE:



10.1 Council Resolution 2023-236 - Hanlon Expressway Midblock Interchange Presentation by Salvini Consulting and MTO

Resolution No. 2023-303:

Moved by Councillor Hurst and
Seconded by Councillor Sepulis

That Correspondence item 10.1 regarding the Hanlon Expressway Midblock Interchange Presentation by Salvini Consulting and MTO be received for information; and

That Council direct staff to submit comments prepared by Salvini Consulting as amended, to the MTO attached as Schedule "A" to the Council meeting minutes.

CARRIED

10.2 Presentation by Sarah Wilhelm, Manager of Policy Planning, County of Wellington regarding the Regionally Significant Economic Development Study Area

Resolution No. 2023-304:

Moved by Councillor Goyda and
Seconded by Councillor Hurst

That Correspondence item 10.2 regarding the Presentation by Sarah Wilhelm, Manager of Policy Planning, County of Wellington regarding the Regionally Significant Economic Development Study Area be received for information.

CARRIED

Councillor Sepulis declared a potential conflict of interest related to item 10.2 FIN-Grant Application program Friends of Mill Creek as I live on SR20N and have previously declared that I have a pecuniary interest in a proposed rezoning of a property on SR20N. The study area as currently structured includes all properties on the east side of SR20N from WR34 to Forestell Road further requires me to declare a pecuniary interest as any development may have an impact on the value of my property. Unless the study area is changed I cannot accordingly participate in any decisions regarding the study. As such, Councillor Sepulis refrained from discussion and voting on the item.

Resolution No. 2023-305:

Moved by Councillor Hurst and
Seconded by Councillor Bailey

Whereas Council has prioritized the Regionally Significant Economic Development Study Area work to commence in 2024;

Therefore, that Council direct staff to report back on the funding breakdown of the project as part of the 2024 budget deliberations; and

That Council direct staff to work with the County of Wellington on preparing scope of work to be presented to Council prior to issuing a Request for Proposal (RFP) for the associated work; and

That the RFP be issued in 2023, if possible, in order to commence the study work in early 2024 subject to budget considerations.

CARRIED

10.3 Blue Triton Brands – Aberfoyle Site – 2022 Annual Monitoring Report and Peer Review by Harden Environmental

Resolution No. 2023-306:

Moved by Councillor Sepulis and
Seconded by Councillor Hurst

That Correspondence item 10.3 regarding the Blue Triton Brands – Aberfoyle Site – 2022 Annual Monitoring Report and Peer Review by Harden Environmental be received for information; and

That Council direct staff to forward Harden’s report to Blue Triton for comment and request for a meeting to discuss next steps relating to the recommendations outlined in the report; and

That Council direct staff to work with Harden Environmental and Source Water Protection and report back to Council regarding a process on implementing the recommendations outlined in the report including costing, detailed scope of work, and identifying other key stakeholders (i.e. significant water takers in the area, the County of Wellington and Township of Guelph Eramosa):

- 1) Request that Blue Triton provide responses to Comments 8, 10 and 11.**
- 2) Request that Blue Triton participate in a regional analysis of the cumulative impact of water taking from the Lower Aquifer and impact assessment on baseflow to Mill Creek relative to non-pumping conditions.**
- 3) Request that Blue Triton assist in the development of a plan to identify multiple aquifer penetrating wells within the TW3-80 area of influence, evaluate the movement of water through the wells and develop a mitigation plan. Greater efforts should be made to minimize the contamination of the lower aquifer given the observed salt contamination increase in this area.**
- 4) The Township of Puslinch should consider a Bylaw prohibiting the construction of multiple aquifer penetrating wells in the areas of influence of the Region of Waterloo municipal wells, the City of Guelph municipal wells and the industrial wells in the Aberfoyle area. All existing multiple aquifer penetrating wells should be identified, evaluated, and retrofitted with liners if found to allow groundwater movement from the upper bedrock aquifers to the lower bedrock aquifers.**

CARRIED

10.4 Hamilton Conservation Authority – Resolution regarding Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System

Resolution No. 2023-307:

Moved by Councillor Sepulis and
Seconded by Councillor Bailey

That Correspondence item 10.4 regarding the Hamilton Conservation Authority – Resolution regarding Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System be received for information; and

Whereas the Township of Puslinch Council supports the resolution passed by the Hamilton Conservation Authority regarding the Reversing Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System;

That Council direct staff to forward a support resolution accordingly.

CARRIED

11. COUNCIL REPORTS:

11.1 Mayor’ Updates

11.1.1 Mayor Seeley provided an update on challenges in urban Centres and being able to accommodate the projected growth with electricity and his advocacy work for more affordable electricity rates for rural areas.

11.1.2 Mayor Seeley provided an update on the Fall Fair and mentioned that Township staff worked hard to have the PCC ready for the event.

11.2 Council Member Reports

11.2.1 Councillor Bailey gave an update on Crime Stoppers attending the Youth Advisory Committee meeting and provided an update on the Youth Committee Sports Day.



11.2.1 Councillor Bailey gave an update on Crime Stoppers attending Safe Communities and the upcoming Cyber Safety event by Crime Stoppers and the OPP taking place at Aberfoyle PS on September 16, 2023 at 6:30 pm.

Resolution No. 2023-308:

Moved by Councillor Hurst and
Seconded by Councillor Bailey

That Council receive the Mayors and Council member updates for information.

CARRIED

12. BY-LAWS:

None

13. CLOSED SESSION:

Council was in closed session from 1:30 p.m. to 4:46 p.m.

The Clerk stopped the recording and removed all public attendees from the webinar. The webinar was then 'locked' so no new participants are able to join.

Resolution No. 2023-309:

Moved by Councillor Hurst and
Seconded by Councillor Sepulis

That Council shall go into closed session under Section 239 of the Municipal Act for the purpose of:

14.1 Confidential written report regarding personal matters about an identifiable individual, including municipal or local board employees– Human Resource matter; and

14.2 Confidential verbal report regarding personal matters about an identifiable individual, including municipal or local board employees – Human Resource matter; and

14.3 Confidential written report regarding a proposed or pending acquisition or disposition of land by the municipality or local board – Township owned ROW; and

14.4 Adoption and receipt of the previous closed minutes:

14.4.1 May 30, 2023

14.4.2 July 4, 2023

14.4.3 August 16, 2023

CARRIED

Resolution No. 2023-310:

Moved by Councillor Sepulis and
Seconded by Councillor Hurst

THAT Council moves into open session at 4:46 pm

CARRIED

Council resumed into open session at 4:46 p.m.

Resolution No. 2023-311:

Moved by Councillor Hurst and
Seconded by Councillor Bailey

That Council receives the:

14.1 Confidential written report regarding personal matters about an identifiable individual, including municipal or local board employees– Human Resource matter; and

14.2 Confidential verbal report regarding personal matters about an identifiable individual, including municipal or local board employees – Human Resource matter; and

14.3 Confidential written report regarding a proposed or pending acquisition or disposition of



land by the municipality or local board – Township owned ROW; and

14.4 Adoption and receipt of the previous closed minutes:

14.4.1 May 30, 2023

14.4.2 July 4, 2023

14.4.3 August 16, 2023; and

That the following By-laws be taken as read three times and finally passed in open Council:

By-law 2023-039 Being a By-law to appoint Justine Brotherston as Interim Municipal Clerk for the Township of Puslinch; and

By-law 2023-040 Being a By-law to appoint Sarah Huether as Interim Deputy Clerk for the Township of Puslinch; and

That staff proceed as directed.

CARRIED

14. BUSINESS ARISING FROM CLOSED SESSION:

None

15. NOTICE OF MOTION:

None

16. NEW BUSINESS:

None

17. ANNOUNCEMENTS:

None

18. CONFIRMATORY BY-LAW:

(a) By-Law to confirm the proceedings of Council for the Corporation of the Township of Puslinch

Resolution No. 2023-312:

Moved by Councillor Sepulis and
Seconded by Councillor Goyda

That the following By-law be taken as read three times and finally passed in open Council:

By-Law 2023-041 being a by-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch at its meeting held on the 27 day of September 2023.

CARRIED

19. ADJOURNMENT:

Resolution No. 2023-313:

Moved by Councillor Hurst and
Seconded by Councillor Bailey

That Council hereby adjourns at 4:48 p.m.

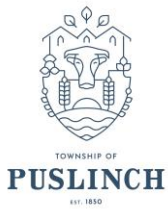
CARRIED

James Seeley, Mayor



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
SEPTEMBER 27, 2023 COUNCIL MEETING
VIRTUAL MEETING BY ELECTRONIC PARTICIPATION
& IN-PERSON AT 7404 WELLINGTON RD 34, PUSLINCH

Courtenay Hoytfox, Clerk



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
MAY 16, 2023 RECREATION ADVISORY COMMITTEE MEETING
IN-PERSON AND VIRTUAL MEETING BY ELECTRONIC PARTICIPATION

MINUTES

DATE: May 16, 2023

MEETING: 7:00 P.M.

The May 16, 2023 Recreation Advisory Committee was held on the above date and called to order at 7:04 p.m. via in person participation at the Puslinch Community Centre at 23 Brock Rd S., and via electronic participation.

1. CALL THE MEETING TO ORDER

2. ROLL CALL

Attendance:

Councillor Jessica Goyda
Mary Christidis
Joanna Jefferson
Vince Klimkosz
Stephanie McCrone

Staff in Attendance:

Justine Brotherston, Deputy Clerk
Lisa Madden, Communications and Committee Coordinator
Mary Hasan, Director of Finance and Taxation
Sarah Huether, Taxation and Customer Service Supervisor
Mike Fowler, Director of Public Works, Parks and Facilities

3. MOMENT OF REFLECTION

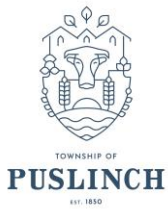
4. CONFIRMATION OF THE AGENDA

Resolution No. 2023-010:

Moved by Vince Klimkosz and
Seconded by Joanna Jefferson

That the Recreation Advisory Committee approves the May 16, 2023 Agenda as circulated.

CARRIED.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
MAY 16, 2023 RECREATION ADVISORY COMMITTEE MEETING
IN-PERSON AND VIRTUAL MEETING BY ELECTRONIC PARTICIPATION

5. DISCLOSURE OF CONFLICT OF INTEREST

None

6. DELEGATIONS

6.1. Delegation by Chelsey MacPherson regarding Report REC-2023-008

6.2. Delegation by Talia Wineberg and Xander Wineberg regarding Report REC-2023-008

Resolution No. 2023-011:

Moved by Stephanie McCrone and
Seconded by Vince Klimkosz

That the individual delegations from Chelsey Macpherson and Talia Wineberg be received for information.

CARRIED.

7. CONSENT AGENDA

7.1 September 20, 2022 Recreation Advisory Committee Minutes

7.2 Facility Revenues and previous year comparators for February 1, 2023 to April 30, 2023

Resolution No. 2023-012:

Moved by Mary Christidis and
Seconded by Joanna Jefferson

That Consent Agenda items 7.1-7.2 listed for the May 16, 2023 Recreation Advisory Committee Meeting be received for information.

CARRIED.

8. COMMITTEE AND STAFF REPORTS

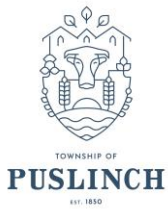
8.1 Report – REC-2023-007 – Budget and Finance Training

Resolution No. 2023-013:

Moved by Joanna Jefferson and
Seconded by Stephanie McCrone

That staff report REC-2023-007 entitled Finance and Budget Training be received for information.

CARRIED.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
MAY 16, 2023 RECREATION ADVISORY COMMITTEE MEETING
IN-PERSON AND VIRTUAL MEETING BY ELECTRONIC PARTICIPATION

8.2 Report – REC-2023-008 – Youth Advisory Committee Delegations

Resolution No. 2023-014:

Moved by Joanna Jefferson and
Seconded by Mary Christidis

That staff report REC-2023-008 entitled ‘Youth Advisory Committee Delegations’ be received for information, and further;

That the Recreation Advisory Committee approve a budget redirection of \$150.00 for advertising the Youth Advisory subcommittee projects.

CARRIED.

8.3 Report – REC-2023-009 – 2022-2026 Committee Goals and Objectives

Resolution No. 2023-015:

Moved by Joanna Jefferson and
Seconded by Stephanie McCrone

That staff report REC-2023-009 entitled 2022-2026 Recreation Committee Goals and Objectives be received for information; and,

That the Committee approves the 2022-2026 Recreation Advisory Committee Goals/Objectives as presented for Council’s endorsement at a future Council meeting; and,

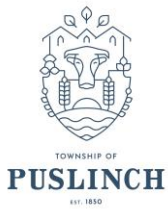
That the following Committee Members be appointed to the Recreation Facilities Promotion Sub-Committee:

- i. Joanna Jefferson
- ii. Stephanie McCrone; and,

That the following Committee Members be appointed to the Fundraising Opportunities for the Parks Revitalization Projects Sub-Committee:

- i. Vince Klimkosz and,
- ii. Mary Christidis

That the following Committee Members be appointed to the Fundraising opportunities for Puslinch Community Centre Electronic Sign Replacement Sub-Committee:



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
MAY 16, 2023 RECREATION ADVISORY COMMITTEE MEETING
IN-PERSON AND VIRTUAL MEETING BY ELECTRONIC PARTICIPATION

- i. Vince Klimkosz and,
- ii. Mary Christidis

That the following Committee Members be appointed to the Engagement Opportunities Sub-Committee

- i. Councillor Goyda; and,
- ii. Joanna Jefferson

CARRIED.

8.4 Verbal update regarding attendance at the PRO Education Forum Conference

Resolution No. 2023-016:

Moved by Stephanie McCrone and
Seconded by Vince Klimkosz

That the verbal update from Mary Christidis regarding attendance at the PRO Education Forum Conference be received for information; and,

That the presentation by Mary Christidis be forwarded to the Youth Advisory Committee for information.

CARRIED.

8.5 Verbal update – Parks Master Plan Update – Director of Public Works, Parks and Facilities

Resolution No. 2023-017:

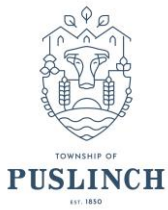
Moved by Joanna Jefferson and
Seconded by Vince Klimkosz

That the verbal update from Mike Fowler, Director of Public Works, Parks and Facilities be received for information.

CARRIED.

9. CORRESPONDENCE

None



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
MAY 16, 2023 RECREATION ADVISORY COMMITTEE MEETING
IN-PERSON AND VIRTUAL MEETING BY ELECTRONIC PARTICIPATION

10. ANNOUCEMENTS

Councillor Goyda announced that there is a Bike Rodeo being held on June 3, 2023 at 7404 Wellington Road 34 (Puslinch Township Office). She provided a reminder that pre-registration must be completed by May 28, 2023.

11. NOTICE OF MOTION

None

12. NEW BUSINESS

None

13. ADJOURNMENT

Resolution No. 2023-018:

Moved by Joanna Jefferson and
Seconded by Stephanie McCrone

That the Recreation Advisory Committee hereby adjourns at 8:48 p.m.

CARRIED.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
SEPTEMBER 11, 2023 YOUTH ADVISORY COMMITTEE MEETING
IN-PERSON MEETING AT 7404 WELLINGTON RD 34, PUSLINCH

MINUTES

DATE: September 11, 2023

MEETING: 6:00 P.M.

The September 11, 2023 Youth Advisory Committee was held on the above date and called to order at 6:12 p.m. via in person participation at the Municipal Office at 7404 Wellington Road 34, Puslinch.

1. CALL THE MEETING TO ORDER

2. ROLL CALL

Attendance:

Councillor Sara Bailey
Ayla Panylo
Carter Devries
Chelsey MacPherson
Katey Whaling
Kenzo Szatori
Laz Holford
Oliver Van Gerwen
Talia Wineberg
Xander Wineberg

Absent

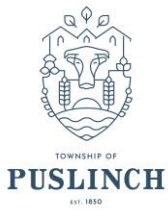
Aaron Dochstader
Carter O'Driscoll

Staff in Attendance:

Courtenay Hoytfox, Municipal Clerk
Laura Emery, Communication and Committee Coordinator

3. MOMENT OF REFLECTION

4. CONFIRMATION OF THE AGENDA



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
SEPTEMBER 11, 2023 YOUTH ADVISORY COMMITTEE MEETING
IN-PERSON MEETING AT 7404 WELLINGTON RD 34, PUSLINCH

Resolution No. 2023-048:

Moved by Chelsey MacPherson and
Seconded by Carter O'Driscoll

That the Youth Advisory Committee approves the September 11, 2023 Agenda as circulated.

CARRIED.

5. DISCLOSURE OF CONFLICT OF INTEREST

None

6. DELEGATIONS

6.1 Delegation by Sarah Bowers-Peter Crime Stoppers Guelph Wellington (CSGW) regarding Crime Stoppers 101

Resolution No. 2023-050:

Moved by Talia Wineberg and
Seconded by Kenzo Szatori

That the Youth Advisory Committee received the Delegation by Sarah Bowers-Peter, Crime Stoppers Guelph Wellington (CSGW) regarding Crime Stoppers 101.

CARRIED.

7. CONSENT AGENDA

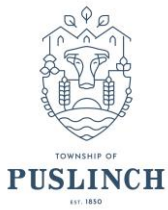
7.1 June 5, 2023 Youth Advisory Committee Minutes

Resolution No. 2023-049:

Moved by Xander Wineberg and
Seconded by Laz Holford

That Consent Agenda items 7.1 listed for the September 11, 2023 Youth Advisory Committee Meeting be received for information; and

Whereas the Committee members often participate in community events where it is important that they are identified as Township representatives;



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
SEPTEMBER 11, 2023 YOUTH ADVISORY COMMITTEE MEETING
IN-PERSON MEETING AT 7404 WELLINGTON RD 34, PUSLINCH

That Committee direct staff to request that Council consider adding a base budget increase to fund Committee apparel such as sweaters or t-shirt during the 2024 budget process.

CARRIED.

8. COMMITTEE AND STAFF REPORTS

8.1. Report – YOU-2023-015 – Local Government Week Volunteers

Resolution No. 2023-051:

Moved by Talia Wineberg and
Seconded by Ayla Panylo

That report YOU-2023-015 entitled Local Government Week Volunteers be received for information; and,

That the following members form a Local Government Week Sub-committee to make a presentation on the importance Local Government Week to be presented at Aberfoyle Public School:

Kenzo Szatori and,

Aaron Dochstader and,

Carter O’Driscoll and,

Talia Wineberg and,

Oliver Van Gerwen and;

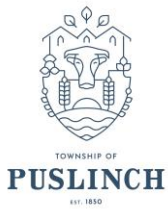
Katey Whaling.

CARRIED.

8.2 Report – YOU-2023-016 – Committee Recommendation(s) Update

Resolution No. 2023-052:

Moved by Chelsea MacPherson and
Seconded by Carter Devries



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
SEPTEMBER 11, 2023 YOUTH ADVISORY COMMITTEE MEETING
IN-PERSON MEETING AT 7404 WELLINGTON RD 34, PUSLINCH

That report YOU-2023-016 entitled Committee Recommendation(s) Update be received for information.

CARRIED.

8.3 Report – YOU-2023-017 – Committee Goals and Objectives Update & Working on our Projects

Resolution No. 2023-053:

Moved by Kenzo and
Seconded by Katey

That report YOU-2023-017 entitled Committee Goals and Objectives & Working on our Projects be received; and,

That the verbal updates provided by the Sports Day Sub-committee, Hobbies Day Sub-Committee and Fall Fair Sub-Committee be received.

CARRIED.

9. CORRESPONDENCE

None

10. ANNOUCEMENTS

Councillor Bailey noted the Badenoch Community Barbeque is happening on Saturday September 16.

Courtenay Hoytfox, Municipal Clerk, noted a ribbon cutting ceremony in partnership with the Trillium Foundation for the completion of Boreham Park. A date is yet to be chosen. When the date is confirmed, it will be circulated with the Youth Committee.

11. NOTICE OF MOTION

None

12. NEW BUSINESS

Youth Advisory Committee members can bring out their phones 15 minutes prior to the meeting ending, to text a guardian about the pick-up time for the evening.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
SEPTEMBER 11, 2023 YOUTH ADVISORY COMMITTEE MEETING
IN-PERSON MEETING AT 7404 WELLINGTON RD 34, PUSLINCH

13. ADJOURNMENT

Resolution No. 2023-054:

Moved by Carter Devries and
Seconded by Kenzo Szatori

That the Youth Advisory Committee hereby adjourns at 7:55 p.m.

CARRIED.



**Corporation of the
Municipality of West Grey**

402813 Grey Road 4, RR 2 Durham, ON N0G 1R0
519 369 2200

September 22, 2023


RE: Establishing a Guaranteed Livable Income

To whom it may concern,

Please be advised that at its meeting held on September 19, 2023, the council of the Municipality of West Grey considered the above-noted matter and passed Resolution No. R-230919-005 as follows:

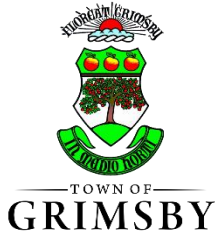
"THAT in consideration of correspondence received September 8, 2023 from the Town of Grimsby respecting establishing a guaranteed livable income, council directs staff to send a letter of support for the resolution passed by the Town of Grimsby to the Premier of Ontario, the MP and MPP for Bruce-Grey-Owen Sound, and all Ontario municipalities."

If you have any questions or concerns, please do not hesitate to contact me.


(m)
Director of Legislative Services/Clerk
Municipality of West Grey

Attachment: Town of Grimsby – Establishing a Guaranteed Livable Income

Cc. Hon. Doug Ford, Premier of Ontario
Alex Ruff, MP Bruce-Grey-Owen Sound
Rick Byers, MPP Bruce-Grey-Owen Sound
All Ontario Municipalities



**The Corporation of the Town of Grimsby
Administration**

Office of the Town Clerk

160 Livingston Avenue, Grimsby, ON L3M 0J5

Phone: 905-945-9634 Ext. 2171 | **Fax:** 905-945-5010

Email: bdunk@grimsby.ca

September 8, 2023

SENT VIA E-MAIL

Office of the Prime Minister
80 Wellington St.
Ottawa, ON, K1A

Attention: The Right Honourable Justin Trudeau

RE: Establishing a Guaranteed Livable Income

Please be advised that the Council of the Corporation of the Town of Grimsby at its meeting held on September 5, 2023 passed the following resolution:

Moved by: Councillor Korstanje

Seconded by: Councillor Freake

Whereas the Canadian livable wage for Niagara Region, two years ago was determined to be \$19.80. This was \$6000 below the annual income of a minimum wage employee; and

Whereas our residents on programs such as Ontario Works, receive targeted fixed monthly incomes of \$733, and ODSP recipients receive \$1376; and

Whereas at the current Ontario minimum wage rate, a person working 37.5 hours per week will earn approximately \$2,500 monthly (before tax); and

Whereas the median rent for one bedroom in Grimsby as of August 2023 is now \$2000 a month; and

Whereas rent is considered affordable, when it is less than 30% of income. In Niagara west, rent is approximately 272% of Ontario Works, 145% of Ontario Disability Support Services, 75% of minimum wage full-time, and 150% of minimum wage part time; and

Whereas an annual 2.5% allowable rent increase can be combined with an additional 3-6.5% capital investment increase, raising the cost of rental housing another minimum of \$110 monthly; and

Whereas there are no housing units under Niagara Regional Housing for single adults or families with dependents, including 2,3,4 or five bedrooms in our community; and

Whereas the Grimsby Benevolent Fund reported that in 2022:

- 70+ households received monthly rental supplement totaling \$237,744
- \$79,500 was invested into one time emergency housing support as of June 7, 2023
- 78 households are receiving monthly financial benefits to make rental housing more affordable; and

Whereas food inflation was 8.3% and groceries rose by 9.1%; and

Whereas the Grimsby Food Bank numbers from June 2023 reported:

- 19 new households
- 447 served households
- 1055 served individuals
- 7 emergency visits; and

Whereas the Grimsby Economic Strategic Plan identified the general high cost of living and housing affordability as primary obstacles in our workforce attraction.

Therefore be it resolved that The Corporation of the Town of Grimsby circulate correspondence to Ontario municipalities encouraging them not only to collect data of their housing and poverty statistics, but also to examine their pending economic vulnerability as a result.

Be it further resolved that The Corporation of the Town of Grimsby encourage these same municipalities to join us in advocating on behalf of our communities with this data, and by writing a letter to the Prime Minister, Premier, and local politicians calling for a united effort in establishing a Guaranteed Livable Income program.

Be it further resolved the Town of Grimsby Clerks Department circulates this resolution to Niagara West MP Dean Allison and Niagara West MPP Sam Oosterhoff, requesting a response on this matter within 30 days of receipt.

Be it further resolved that The Corporation of the Town of Grimsby, through its Finance and Human Resources departments, undertake a comprehensive assessment to explore the feasibility and implementation of a living wage policy for all Town of Grimsby employees, with the aim of ensuring that all municipal workers receive fair compensation that aligns with the principles of a living wage and that staff be directed to explore becoming a living wage employer.

If you require any additional information, please let me know.

Regards,



Bonnie Nistico-Dunk
Town Clerk

cc. Hon. Doug Ford, Premier of Ontario
Ontario Municipalities
Dean Allison, MP Niagara West
Sam Oosterhoff, MPP Niagara West



The Township of Alwick/Haldimand

COUNCIL RESOLUTION

Council Meeting Date: **September 19, 2023**
Council Resolution Number: _____
Agenda Item Number: 10.1
Agenda Item Title: Communications "Establishing a Guaranteed Livable Income"

"Whereas the Council of the Township of Alwick/Haldimand reviewed the resolution supported by the Town of Grimsby re: 'establishing a guaranteed livable income';

Therefore be it resolved that Council directs staff to review the current salary grids for Township jobs and make recommendations during the 2024 Budget Process as to how an Eastern Ontario living wage could be established for any jobs that are below the living wage hourly salary, and the financial impact that would result; and

Further be it resolved that Council directs staff to circulate this resolution to: MPP David Piccini, MP Philip Lawrence, the Association of Municipalities of Ontario (AMO), and all municipalities in Ontario."

- Carried
- Defeated
- Deferred
- Recorded Vote

Mayor John Logel

September 27, 2023

to Whom it May Concern

Re: Support for Motion RE: Guaranteed Livable Income

At the meeting of September 26, 2023, the Council of the County of Brant adopted the following resolution in support of the September 5th resolution passed by the Town of Grimsby on Guaranteed Livable Income :

“Whereas the Canadian livable wage for the Brant—Niagara—Haldimand—Norfolk Region, two years ago was determined to be \$19.80. This was \$6000 above the annual income of a minimum wage employee; and

Whereas County of Brant residents on programs such as Ontario Works, receive targeted fixed monthly incomes of \$733, and ODSP recipients receive \$1376; and

Whereas at the current Ontario minimum wage rate, a person working 37.5 hours per week will earn approximately \$2,500 monthly (before tax); and

Whereas the median rent for one bedroom in the County of Brant as of 2022 was \$1143.90 a month, and the County of Brant does not have current AMR for September 2023; and

Whereas rent is considered affordable, when it is less than 30% of income. In the County of Brant, rent is approximately 156% of Ontario Works, 83.13% of Ontario Disability Support Services, 45% of minimum wage full-time (before tax), and 90% of minimum wage part time; and

Whereas an annual 2.5% allowable rent increase can be combined with an additional 3-6.5% capital investment increase, raising the cost of rental housing another minimum of \$110 monthly; and

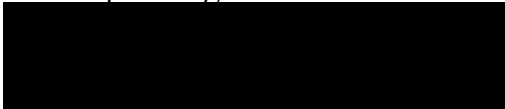
Whereas the recent report by the County of Brant Policy Planning and Corporate Strategy departments determined that the County of Brant has serious shortfalls in both affordable and attainable housing supply;

Therefore be it resolved the County of Brant supports the resolution shared by the Town of Grimsby; and

Be it further resolved that The County of Brant circulate correspondence to Ontario municipalities encouraging them not only to collect data of their housing and poverty statistics, but also to examine their pending economic vulnerability as a result; and

Be it further resolved that The County of Brant encourage these same municipalities to join the County of Brant in advocating on behalf of our communities with this data, and by writing a letter to the Prime Minister, Premier, and local politicians calling for a united effort in establishing a Guaranteed Livable Income program.”

Respectfully,



Alysha Dyjach
Director of Council Services, Clerk
County of Brant



Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

September 28, 2023

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Delivered by email
premier@ontario.ca

Dear Premier:

**Re: Town of Aurora Council Resolution of September 26, 2023
Motion 10.2 - Mayor Mrakas; Re: Gender-Based and Intimate Partner Violence
Epidemic**

Please be advised that this matter was considered by Council at its meeting held on September 26, 2023, and in this regard, Council adopted the following resolution:

Whereas 42 municipalities and regions including OBCM (Ontario Big City Mayors) and MARCO (Mayors and Regional Chairs of Ontario) members Ajax, Brampton, Burlington, Clarington, Hamilton, London, Oakville, Ottawa, Pickering, Whitby, Toronto, and Windsor, along with Peel, Durham and Halton Regions as well as Lanark County, Essex County and Renfrew County across Ontario have declared a gender-based violence and/or intimate partner violence epidemic (as of August 18, 2023); and

Whereas on August 16, 2023, Justice Minister Arif Virani described gender-based violence as "an epidemic" in the federal government's formal response to a coroner's inquest, also stating that his government is committed to ending the gender-based violence epidemic "in all its forms, and is working to address any gaps in the Criminal Code to ensure a robust justice system response"; and

Whereas by declaring gender-based violence and intimate partner violence an epidemic, the Town of Aurora can join the growing number of municipalities and regions in demanding action from all levels of government to address this growing epidemic; and

Whereas the incidences of gender-based violence and intimate partner violence increased exponentially throughout the COVID-19 pandemic and has not decreased, while funding to provide the growing demand of services and support

for victims and survivors of intimate partner and gender-based violence has not kept pace;

- 1. Now Therefore Be It Hereby Resolved That the Town of Aurora declare gender-based violence and intimate partner violence an epidemic; and**
- 2. Be It Further Resolved That the Town of Aurora recommend that gender-based violence and intimate partner violence be declared an epidemic in the Province of Ontario; and**
- 3. Be It Further Resolved That the Town of Aurora Requests That the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO), and all municipalities and regions in Ontario declare a gender-based and intimate partner violence epidemic across the country; and**
- 4. Be It Further Resolved That the Town of Aurora Requests That the provincial and federal governments enact the additional 85 recommendations from the inquest into the 2015 murders of Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam in Renfrew County, Ontario, which provide a roadmap to preventing intimate partner violence from escalating to femicide; and**
- 5. Be It Further Resolved That the Town of Aurora Requests That the federal government starts this enactment by adding the word Femicide as a term to the Criminal Code of Canada; and**
- 6. Be It Further Resolved That the Town of Aurora Requests That the provincial and federal governments provide the necessary support to municipalities, regions, and their emergency and social services to meaningfully address the gender-based violence and intimate partner violence epidemic.**

The above is for your consideration and any attention deemed necessary.

Yours sincerely,



Michael de Rond
Town Clerk
The Corporation of the Town of Aurora

MdR/lb

Attachment (Council meeting extract)

Copy: Rt. Hon. Justin Trudeau, Prime Minister of Canada
Leah Taylor Roy, MP Aurora—Oak Ridges—Richmond Hill
Tony Van Bynen, MP Newmarket—Aurora
Hon. Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill
Dawn Gallagher Murphy, MPP Newmarket—Aurora
Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities



10. Motions

10.2 Mayor Mrakas; Re: Gender-Based and Intimate Partner Violence Epidemic

Moved by Councillor Gilliland

Seconded by Councillor Gallo

Whereas 42 municipalities and regions including OBCM (Ontario Big City Mayors) and MARCO (Mayors and Regional Chairs of Ontario) members Ajax, Brampton, Burlington, Clarington, Hamilton, London, Oakville, Ottawa, Pickering, Whitby, Toronto, and Windsor, along with Peel, Durham and Halton Regions as well as Lanark County, Essex County and Renfrew County across Ontario have declared a gender-based violence and/or intimate partner violence epidemic (as of August 18, 2023); and

Whereas on August 16, 2023, Justice Minister Arif Virani described gender-based violence as “an epidemic” in the federal government’s formal response to a coroner’s inquest, also stating that his government is committed to ending the gender-based violence epidemic “in all its forms, and is working to address any gaps in the Criminal Code to ensure a robust justice system response”; and

Whereas by declaring gender-based violence and intimate partner violence an epidemic, the Town of Aurora can join the growing number of municipalities and regions in demanding action from all levels of government to address this growing epidemic; and

Whereas the incidences of gender-based violence and intimate partner violence increased exponentially throughout the COVID-19 pandemic and has not decreased, while funding to provide the growing demand of services and support for victims and survivors of intimate partner and gender-based violence has not kept pace;

1. Now Therefore Be It Hereby Resolved That the Town of Aurora declare gender-based violence and intimate partner violence an epidemic; and
2. Be It Further Resolved That the Town of Aurora recommend that gender-based violence and intimate partner violence be declared an epidemic in the Province of Ontario; and

3. Be It Further Resolved That the Town of Aurora Requests That the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO), and all municipalities and regions in Ontario declare a gender-based and intimate partner violence epidemic across the country; and
4. Be It Further Resolved That the Town of Aurora Requests That the provincial and federal governments enact the additional 85 recommendations from the inquest into the 2015 murders of Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam in Renfrew County, Ontario, which provide a roadmap to preventing intimate partner violence from escalating to femicide; and
5. Be It Further Resolved That the Town of Aurora Requests That the federal government starts this enactment by adding the word Femicide as a term to the Criminal Code of Canada; and
6. Be It Further Resolved That the Town of Aurora Requests That the provincial and federal governments provide the necessary support to municipalities, regions, and their emergency and social services to meaningfully address the gender-based violence and intimate partner violence epidemic.

Yeas (7): Mayor Mrakas, Councillor Weese, Councillor Gilliland, Councillor Gaertner, Councillor Thompson, Councillor Gallo, and Councillor Kim

Carried (7 to 0)

**The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
Tel: (519) 740-4680 ext. 4585
mantond@cambridge.ca**

September 20, 2023

Re: Declaring Intimate Partner Violence (IPV) an Epidemic

At its Council Meeting of September 12, 2023, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS the safety of our community and its members is of extreme importance to every single Cambridge resident, as well as to Cambridge Council;

WHEREAS intimate partner violence, often referred to as domestic violence, means any use of physical or sexual force, actual or threatened in an intimate relationship, including emotional and/or psychological abuse or harassing behaviour, and persons of any gender or sex can be victims of intimate partner violence;

WHEREAS Waterloo Region is experiencing a rise in intimate partner violence (IPV) and domestic violence during and after the COVID-19 pandemic, and the Waterloo Region Police Service (WRPS) experiences an average of 17 calls related to IPV per day, with a total of 6,158 calls in 2022 and 66,000 calls for service in total, despite the fact that 70% of IPV incidents go unreported due to feelings of shame, fear, and secrecy;

WHEREAS the WRPS has laid more than 35,000 charges related to IPV, or an average of 3,500 per year;

WHEREAS in 2022, five out of six homicides in Waterloo Region stemmed from IPV and domestic violence, with over 3,800 criminal charges issued by WRPS in relation to IPV;

WHEREAS between 2012 and 2022, the WRPS received a total of 20,870 calls related to IPV in Cambridge, and laid a total of 11,020 charges related to IPV in Cambridge;

WHEREAS Indigenous women are approximately 3.5 times more likely to experience some form of intimate partner violence than non-Indigenous women, and the homicide rate for Indigenous women and girls is approximately 6 times higher than for non-Indigenous women and girls, and Indigenous women are 12 times more likely to be murdered or missing than any other women in Canada, and 16 times more likely than white women;

WHEREAS violence against women costs the national justice system, health care systems, social services agencies and municipalities billions of dollars per year, and municipalities are on the front line in addressing gender-based violence;

BE IT RESOLVED THAT the City of Cambridge joins over 30 other Ontario municipalities in supporting the Recommendation #1 from the Culleton, Kuzyk and Warmerdam Inquest (C.K.W. Inquest) in formally declaring intimate partner violence (IPV) as an epidemic;

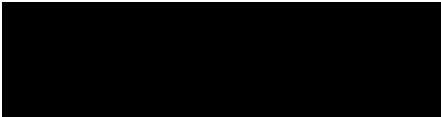
AND THAT the Province of Ontario be requested to declare that intimate partner violence and violence against women is an epidemic, in accordance with Recommendation #1 of the C.K.W. Inquest;

AND THAT Cambridge recommends that Waterloo Regional Council integrates intimate partner violence in the Region's Community Safety and Wellbeing Plan, in accordance with Recommendation #10 of the C.K.W. Inquest, and set out gender-based violence/intimate partner violence as a separate priority within the plan;

AND FURTHER THAT the City Clerk be directed to send a copy of this motion to the Region of Waterloo, Province of Ontario, The Right Honourable Prime Minister, Members of Parliament, Provincial Members of Parliament, United Nations, and all Ontario Municipalities.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Danielle Manton
City Clerk

Cc: (via email)
Hon. Prime Minister Justin Trudeau
Members of Parliament
Provincial Members of Parliament
United Nations
Province of Ontario
Region of Waterloo
All Ontario Municipalities

Exploring changes to streamline the permit-by-rule framework

ERO (Environmental Registry of Ontario) number	019-6951
Notice type	Policy
Act	Environmental Protection Act, R.S.O. 1990
Posted by	Ministry of the Environment, Conservation and Parks
Notice stage	Proposal
Proposal posted	August 31, 2023
Comment period	August 31, 2023 - October 30, 2023 (60 days) Open
Last updated	August 31, 2023

This consultation closes at 11:59 p.m.
on:

October 30, 2023

Proposal summary

We are exploring opportunities to expand and improve Ontario's permit-by-rule framework. This will help us propose improvements to Ontario's environmental permissions.

Proposal details

Advancing provincial priorities

Ontario is continuing to modernize its environmental permissions to be more efficient for critical infrastructure projects.

The ministry is seeking input on how to expand the use of its permit-by-rule framework to reduce delays on projects that matter most to Ontario communities, such as new housing and job-creating businesses.

To support the expansion of the permit-by-rule framework, the ministry is also seeking input on how to improve the framework to ensure environmental protections remain in place.

Expanding Ontario's Permit-By-Rule Framework

Ontario's current permit-by-rule framework allows proponents to self-register activities on the ministry's online Environmental Activity and Sector Registry (EASR) and start work immediately instead of waiting up to a year for a ministry review.

The permit-by-rule framework includes two main types of EASRs (Environmental Activity and Sector Registries): assessed EASRs (Environmental Activity and Sector Registries) and rules based EASRs (Environmental Activity and Sector Registries).

- Assessed EASRs (Environmental Activity and Sector Registries) set out eligibility criteria and allow an eligible activity to register. The eligible activities are required to have a qualified person prepare technical assessments that have to be assessed against established environmental outcomes, for example, an air standard. Once registered, they are required to comply with prescribed rules set out in regulation.
- Rules based EASRs (Environmental Activity and Sector Registries) also set out eligibility criteria and allow an eligible activity to register but do not require a qualified person to assess against established outcomes. Once registered, they are required to comply with prescribed rules set out in regulation.

Ontario is seeking input on where we can expand the use of these approaches to allow more activities to get their permission through a permit-by-rule approach.

1. Enable more activities to register for a permission when they demonstrate they meet established environmental outcomes (assessed EASR (Environmental Activity and Sector Registry))

To move more activities to a permit-by-rule framework faster, Ontario is exploring allowing a wider range of activities to register where proponents demonstrate, through a technical assessment, that activities can meet established environmental outcomes, such as air emission or

water discharge standards. A technical assessment conducted by a qualified person such as a professional engineer or a professional geoscientist and technical studies may be required to show how activities would meet specific outcomes. A current example of this approach is Ontario's water taking EASR (Environmental Activity and Sector Registry) regulation (*O. Reg. (Ontario Regulation) 63/16* (<https://www.ontario.ca/laws/regulation/160063>)), which requires the registered activity to meet a certain turbidity discharge limit but does not prescribe how the limit must be met.

For certain activities the ministry is considering whether the assessment should be subject to a peer review (e.g. (example), by a third-party consultant). This would help to ensure environmental oversight for these activities.

Developing more assessed EASRs (Environmental Activity and Sector Registries) would allow more activities to move to a permit-by-rule approach faster since the ministry would not have to develop sector-specific rules for each activity, which can be a lengthy process.

Today, the ministry has a robust set of environmental outcomes for activities that emit contaminants into the air, such as air standards, but lacks similar environmental outcomes for many activities requiring environmental permissions. The ministry uses a site-specific approach for most types of activities and sectors where sites are governed by terms and conditions in environmental compliance approvals (permissions that require ministry review) which means companies have to work with the ministry to establish criteria, which can take months to complete.

We would like to establish robust environmental outcomes for more sectors and establish more assessed EASRs (Environmental Activity and Sector Registries) that:

- require proponents to meet established discharge criteria
- allow them to select the technology needed to achieve this as confirmed by qualified persons.

For example, aggregate operations may be well-suited to an assessed EASR (Environmental Activity and Sector Registry) given that the technology to achieve required outcomes (such as ensuring water quality is protected) can vary from site to site.

Having clear, established outcomes for industries and sectors:

- helps to move more activities to a permit-by-rule approach
- improves consistency and transparency

The ministry is also exploring other possible eligibility criteria that could be used for different activities and sectors, including making activities eligible to register if they follow:

- recognized industry technical and design standards
- standard operational procedures
- best practices

These could be incorporated into both the assessed and rules based EASRs (Environmental Activity and Sector Registries).

Discussion Questions

In addition to the types of outcomes mentioned above, can you please provide suggestions of other types of outcomes that the ministry could establish to facilitate moving more activities that are currently required to obtain a ministry-reviewed permission to an assessed EASR (Environmental Activity and Sector Registry)?

Do you think that aggregate operations, including stormwater and aggregate wash water, would be good candidates for an assessed EASR (Environmental Activity and Sector Registry)?

Do you have any suggestions for the types of outcomes that could be established for aggregate operations?

Can you suggest other activities that would be better suited to an assessed EASR (Environmental Activity and Sector Registry) rather than following a prescribed set of sector-specific rules?

2. Move more activities to permit-by-rule that must follow prescribed rules once registered (rules based EASR

(Environmental Activity and Sector Registry))

Ontario recognizes that assessed EASRs (Environmental Activity and Sector Registries), which require technical assessments by qualified persons (QPs), may be too costly for some sectors.

Therefore, we are also considering more candidates for rules based EASRs (Environmental Activity and Sector Registries), which do not require QP (qualified person) assessments or technical studies and instead, requires they meet certain criteria. If criteria are met, the activity would have to be registered, and the registrant would have to follow the prescribed rules applicable to the activity. This approach is similar to existing EASR (Environmental Activity and Sector Registry) regulations for end-of-life vehicles and automotive refinishing, which prescribe specific operational rules for these sectors that must be followed after registration.

We will also continue to consider new candidates for exemptions that would not require any type of environmental permission (either ministry-reviewed or permit-by-rule) for low-risk activities with minimal environmental impact. Exemptions will continue to be subject to ministry inspections and compliance activities.

Discussion Question

Can you please provide feedback on which sectors would be better suited to a rules based EASR (Environmental Activity and Sector Registry) rather than an assessed EASR (Environmental Activity and Sector Registry)?

Exploring improvements to Ontario's permit-by-rule framework

As Ontario considers expanding what is eligible under the permit-by-rule approach, Ontario is exploring how best to improve its permit-by-rule framework to:

- streamline permit-by-rule requirements to make them easier to understand
- develop an online registration system that is easier to use, efficient and effective

- ensure the improved permit-by-rule framework is protective of the environment

We are exploring the following three changes to improve Ontario's permit by rule framework, and we are seeking your feedback on this pre-consultation:

1. Develop a single permit-by-rule regulation
2. Move prescribed rules governing activities into "codes of practice" outside of regulation
3. Allow a single registration for a facility

Additional information about each of the improvement options, and discussion questions for your consideration, are outlined in the next section of this notice.

We will use the feedback on the proposed concept for changes to the permit-by-rule framework to inform a more detailed plan for improvements.

Once a detailed plan is developed, we will consult again with stakeholders and Indigenous communities on a more detailed proposal with the goal of continuing to modernize our permissions programs.

Potential improvement options and questions for discussion

1. Develop a single permit-by-rule regulation

Ontario is exploring developing a single permit-by-rule regulation to replace existing sector-specific Environmental Activity and Sector Registry (EASR) regulations. This single regulation could be more generic and include minimum requirements that must be met by all permit-by-rule activities.

A single regulation for permit-by-rule instead of multiple sector-specific EASR (Environmental Activity and Sector Registry) regulations would:

- reduce duplication and inconsistency in general requirements such as reporting, complaints response and record keeping
- streamline and simplify the permit by rule framework making it easier for proponents to understand and follow requirements instead of having to read several different regulations.

Discussion Question

Do you think that a single regulation for permit-by-rule would help improve transparency and support better compliance?

2. **Move sector-specific rules outside of regulation into “codes of practice”**

To further improve the current framework, we are exploring moving prescribed rules outside of regulation into “codes of practice”.

This would allow the ministry to develop and update rules much faster than we are able to today where a new regulation is created for each new set of rules. Codes of practice would be adopted by reference in the new single regulation and the rules contained in codes of practice would be legally binding requirements.

Existing EASR (Environmental Activity and Sector Registry) regulations would transition into these “codes of practice” and the current regulations would be revoked.

Discussion Questions

Do you have any concerns with prescribed rules for permit-by-rule activities, including those in existing EASR (Environmental Activity and Sector Registry) regulations, moving to codes of practice outside of regulation?

Are there existing codes of practice for your industry that could be used as prescribed rules for permit-by-rule?

3. **Allow a single registration for a facility**

Currently proponents must register each activity separately for a given facility.

To eliminate the need to register multiple times for each activity at the same facility, we are exploring allowing a single registration for all activities at a facility.

We are also exploring listing all registered activities and proponent obligations on the registration document. These improvements would:

- make it easier for proponents to register and track their activities and facilities

- make it easier for proponents to understand and follow permit by rule requirements
- allow the ministry to take effective compliance action when needed

Discussion Question

Do you think that a single registration record showing requirements for all registered activities subject to permit-by-rule is an effective tool to help proponents comply with rules and regulatory requirements?

What should Ontario include in the single registration to support sectors in understanding their obligations and to support compliance actions to ensure the environment is protected?

Background

Ontario's risk-based approach to environmental permissions includes a permit-by-rule framework that allows proponents to self-register certain activities online on the Environmental Activity and Sector Registry (EASR) instead of applying for an environmental approval which can take up to a year for the ministry to review.

Today, proponents can self-register for several sectors such as:

- automotive refinishing
- commercial printing
- waste transportation
- solar facilities
- end of life vehicle processing
- construction related water taking
- certain activities with air emissions

The EASR (Environmental Activity and Sector Registry) self-registration program has saved Ontario businesses significant time and money in getting their projects started, while maintaining environmental protection. Registered activities are required to follow a standard set of environmentally protective requirements.

The ministry also maintains the authority to:

- inspect facilities
- ensure compliance with regulatory requirements

- review records and monitoring reports related to the registered activity

Regulatory impact statement

The ministry is currently conducting an analysis of the regulatory impact of this proposal and will provide a fulsome analysis once a more detailed proposal on changes to the permit-by-rule framework is submitted for consultation.

Related Postings

In addition, we are also proposing new self-registration rules or exemptions for activities such as certain stormwater management systems, water takings, and waste transportation systems (see Related Postings section below).

Supporting materials

Related links

[Environmental permissions](https://www.ontario.ca/page/environmental-permissions)

(<https://www.ontario.ca/page/environmental-permissions>)

[Environmental registration](https://www.ontario.ca/page/environmental-registration)

(<https://www.ontario.ca/page/environmental-registration>)

[Environmental Compliance Approval](https://www.ontario.ca/page/environmental-compliance-approval)

(<https://www.ontario.ca/page/environmental-compliance-approval>)

[Permits to take water](https://www.ontario.ca/page/permits-take-water) (<https://www.ontario.ca/page/permits-take-water>)

Related ERO (Environmental Registry of Ontario) notices

[Streamlining environmental permissions for waste management systems under the Environmental Activity and Sector Registry](/notice/019-6963) (/notice/019-6963)

[Streamlining environmental permissions for stormwater management under the Environmental Activity and Sector Registry](/notice/019-6928) (/notice/019-6928)

[Streamlining permissions for water takings for construction site dewatering activities and foundation drains \(/notice/019-6853\)](#)

View materials in person

Some supporting materials may not be available online. If this is the case, you can request to view the materials in person.

Get in touch with the office listed below to find out if materials are available.

Client Services and Permissions Branch (Policy and Program Development Section)

135 St. Clair Avenue West

Floor 1

Toronto, ON

M4V 1P5

Canada

Comment

Let us know what you think of our proposal.

Have questions? Get in touch with the contact person below. Please include the ERO (Environmental Registry of Ontario) number for this notice in your email or letter to the contact.

[Read our commenting and privacy policies. \(/page/commenting-privacy\)](#)

Submit by mail

Permissions Modernization
Team

Client Services and Permissions
Branch

135 St. Clair Avenue West

Floor 1

Toronto, ON

M4V 1P5

Canada

Connect with
us

Contact

Permissions Modernization
Team



permissions.modernization@ontario.ca



Grand River Conservation Authority

Summary of the General Membership Meeting – September 22, 2023

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-09-23-68 - Progress Report #6 - Ontario Regulation 687/21
- GM-09-23-67 - Banking and Investment Policy
- GM-09-23-70 - Financial Summary
- GM-09-23-65 - Water Control Structures Asset Management Plan Consulting Contract

Information Items

The Board received the following reports as information:

- GM-09-23-66 - Update on Regulatory Deliverables - Ontario Regulation 686/21
- GM-09-23-69 - Cash and Investment Status
- GM-09-23-62 - Elora Quarry and Grand River Conservation Area Membership Pass Update
- GM-09-23-63 - ERO No. 019-4706: Technical Bulletin – Flooding Hazards: Data Survey and Mapping Specifications
- GM-09-23-71 - Current Watershed Conditions
- GM-09-23-64 - Niska Land Holdings 2023 Draft Management Plan

Correspondence

The Board received the following correspondence:

- Hamilton Conservation Authority re: Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System

Delegations

There were two registered delegations:

- Dr. Hugh Whitely – Niska Land Holdings 2023 Draft Management Plan
- Laura Murr – Niska Land Holdings 2023 Draft Management Plan

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board.

Action Items

The SPA Board approved the resolutions in the following reports as presented in the agenda:

- SPA-09-23-01 - Source Protection Committee Rules of Procedure
- SPA-09-23-02 - Source Protection Committee Member Appointments

For full information, please refer to the September 22 [General Membership](#) and [Source Protection Authority](#) agenda packages. Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar once they have been approved.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

Ministry of Natural
Resources and Forestry

Office of the Minister

99 Wellesley Street West
Room 6630, Whitney Block
Toronto ON M7A 1W3
Tel: 416-314-2301

Ministère des Richesses
naturelles et des Forêts

Bureau du ministre

99, rue Wellesley Ouest
Bureau 6630, Édifice Whitney
Toronto ON M7A 1W3
Tél.: 416 314-2301



354-2023-1256

September 27, 2023

His Worship James Seeley
Mayor, Town of Puslinch
Chair, Top Aggregate Producing Municipalities of Ontario
jseeley@puslinch.ca

Dear Mayor Seeley:

A handwritten signature in black ink that reads "James".

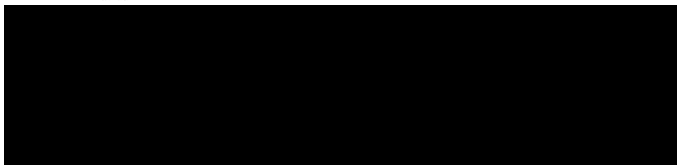
Thank you for meeting with the Ministry of Natural Resources and Forestry at this year's Association of Municipalities of Ontario Conference.

My ministry understands the importance of the aggregate industry in Ontario and how essential a consistent supply of aggregate is to building and maintaining critical infrastructure like homes, schools, hospitals, and roads. While we remain committed to continuous improvement and enhancing program delivery to support the industry, we also understand the concerns of municipalities and will continue to work closely to find mutually beneficial solutions.

I look forward to continuing our work together.

Thank you again for meeting.

Sincerely,



The Honourable Graydon Smith
Minister of Natural Resources and Forestry



CORPORATION OF THE TOWNSHIP OF ALBERTON

Session Date: September 21, 2023

Resolution No.: 2023 - 227

Moved By [REDACTED]

Seconded By: [REDACTED]

BE IT RESOLVED THAT:

Council for the Township of Alberton supports the Municipality of Shuniah's June 20, 2023 Resolution # 232-23 regarding Bill 3 - which is "an Act to amend various statutes with respect to special powers and duties of heads of Council" with copy attached herewith.

FURTHER BE IT RESOLVED THAT Council direct staff to support and circulate a copy of the resolution and forward to the individuals listed below for consideration and support:

Association of Municipalities Ontario (AMO), and the Municipality of Shuniah.

Pecuniary Interest	Recorded Vote	Council Member	Nay	Yea
		FORD, Mike		
		DENNIS, Tyson		
		GLOWASKY, Diane		
		SPENCE, Shawn		
		SPUZAK, Peter		

[REDACTED]
MAYOR

CARRIED:

DEFEATED:



Hon. Ted Arnott, MPP
181 St. Andrew St. East
2nd Floor, Fergus
ON N1M 1P9

VIA EMAIL:

ted.arnottco@pc.ola.org

Hon. Matthew Rae, MPP

55 Lorne Ave. E

Stratford,

ON N5A 6S4

VIA EMAIL:

Matthew.Rae@pc.ola.org

Hon. Steve Clark
777 Bay St
17th Floor, Toronto

ON M5G 2E5

VIA EMAIL:

steve.clark@pc.ola.org

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0

www.puslinch.ca

August 8, 2023

RE: 9.4.5 County of Wellington Planning Report - Comments on the Government's Proposal to Grow the Greenbelt

Please be advised that Township of Puslinch Council, at its meeting held on July 12, 2023 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2021-090:

Moved by Councillor Goyda and
Seconded by Councillor Bailey

That the Consent Agenda item 6.34 listed for JULY 12, 2023 Council meeting be received; and

Whereas Council supports the resolution from Municipality of Shuniah regarding Bill 3 - Special Powers and Duties of Heads of Council; and

That Council direct staff to support and circulate in accordance with the resolution.

Therefore, the Township of Puslinch, passes this resolution to petition the Government of Ontario that:



1. These changes to the Municipal Act, 2001, are unnecessary and will negatively impact the Municipality of Puslinch;
2. That if the Ontario Government deems these changes necessary in large single-tier municipalities such as Toronto and Ottawa, that such changes should not be implemented in smaller municipalities;
3. That the Ontario Government should listen to concerns raised by Associations such as AMO and AMCTO;
4. That if the stated goal of this legislation is to construct more housing in Ontario that this can be accomplished through other means including amendment of the Planning Act and funding of more affordable housing.

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,
Courtenay Hoytfox
Municipal Clerk

CC:
Association of Municipalities of Ontario (AMO) amo@amo.on.ca
All Ontario Municipalities



MUNICIPALITY OF
SHUNIAH

COUNCIL RESOLUTION

Date: Jun 20, 2023

Resolution No.: 232-23

Moved By: _____

Seconded By: _____

WHEREAS the Government of Ontario, through the Minister of Municipal Affairs and Housing, has introduced Bill 3 which is described as "An Act to amend various statutes with respect to special powers and duties of heads of council";

AND WHEREAS this Bill, if enacted, will give Mayors additional authority and powers, and correspondingly take away authority and powers from Councils and professional staff, and will include giving the Mayor the authority to propose and adopt the Municipal budget and to veto some decisions of Council;

AND WHEREAS this Bill, if enacted, will give authority over professional staff to the Mayor, including that of the Chief Administrative Officer;

AND WHEREAS these changes will result in a reduction of independence for professional staff including the CAO, who currently provide objective information to the Council and public and will now take direction from the Mayor alone when the Mayor so directs;

AND WHEREAS the Government of Ontario is proposing to expand the list of municipalities where the Head of Council has strong mayor powers and duties;

THEREFORE, this Municipality of Shuniah, passes this resolution to petition the Government of Ontario that:

1. These changes to the Municipal Act, 2001, are unnecessary and will negatively affect the Municipality of Shuniah;
2. That if the Ontario Government deems these changes necessary in large single-tier municipalities such as Toronto and Ottawa, that such changes should not be implemented in smaller municipalities;
3. That the Ontario Government should listen to concerns raised by Associations such as AMO and AMCTO;
4. That if the stated goal of this legislation is to construct more housing in Ontario that this can be accomplished through other means including amendment of the Planning Act and funding of more affordable housing.

Council further directs the Clerk to ensure that a copy of this resolution be provided to the Premier of Ontario, the Minister of Municipal Affairs and Housing, Thunder Bay MPP's, the Association of Municipalities of Ontario, and other Municipalities in Ontario."

Carried

Defeated

Amended

Deferred

Signature



Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

September 28, 2023

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Delivered by email
premier@ontario.ca

Dear Premier:

**Re: Town of Aurora Council Resolution of September 26, 2023
Motion 10.4 - Councillor Weese; Re: Aurora Council Opposition to Strong Mayor
Powers in Aurora**

Please be advised that this matter was considered by Council at its meeting held on September 26, 2023, and in this regard, Council adopted the following resolution:

Whereas the Head of Council is required to confirm in writing his commitment to meet a municipal housing target by October 15, 2023, in order to receive Strong Mayor Powers; and

Whereas the municipality is required to submit a formal housing pledge which will outline how the municipality plans to meet the housing target by December 15, 2023; and

Whereas Strong Mayor Powers will result in the Head of Council being granted powers such as:

- **Choosing to appoint the municipality's chief administrative officer;**
- **Hiring certain municipal department heads and establishing and re-organizing departments;**
- **Creating committees of council, assigning their functions, and appointing the chairs and vice-chairs of committees of council;**
- **Proposing the municipal budget, which would be subject to council amendments and a separate head of council veto and council override process;**
- **Vetoing certain by-laws if the head of council is of the opinion that all or part of the by-law could potentially interfere with a provincial priority;**

- **Bringing forward matters for council consideration if the head of council is of the opinion that considering the matter could potentially advance a provincial priority; and**

Whereas these Strong Mayor Powers undermine democratic processes executed through municipal elections; and

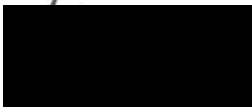
Whereas Strong Mayor Powers may also violate by-laws established in Aurora that provides accepted and legal procedures for governance; and

Whereas Aurora Town Council recognizes the important role each Councillor provides the residents in their Ward and the community-at-large;

- 1. Now Therefore Be it Hereby Resolved That the Aurora Town Council opposes Strong Mayor Powers provided to the Head of Council; and**
- 2. Be It Further Resolved That this approved Motion is to be sent to the Premier of Ontario, the Honourable Doug Ford; the Minister of Municipal Affairs and Housing, the Honourable Paul Calandra; the Regional Municipality of York; and each of the Municipalities in Ontario.**

The above is for your consideration and any attention deemed necessary.

Yours sincerely,



Michael de Rond
Town Clerk
The Corporation of the Town of Aurora

MdR/lb

Attachment (Council meeting extract)

Copy: Hon. Paul Calandra, Minister of Municipal Affairs and Housing
Christopher Raynor, Regional Clerk, The Regional Municipality of York
All Ontario Municipalities



10. Motions

10.4 Councillor Weese; Re: Aurora Council Opposition to Strong Mayor Powers in Aurora

Moved by Councillor Weese

Seconded by Councillor Gaertner

Whereas the Head of Council is required to confirm in writing his commitment to meet a municipal housing target by October 15, 2023, in order to receive Strong Mayor Powers; and

Whereas the municipality is required to submit a formal housing pledge which will outline how the municipality plans to meet the housing target by December 15, 2023; and

Whereas Strong Mayor Powers will result in the Head of Council being granted powers such as:

- Choosing to appoint the municipality's chief administrative officer;
- Hiring certain municipal department heads and establishing and re-organizing departments;
- Creating committees of council, assigning their functions, and appointing the chairs and vice-chairs of committees of council;
- Proposing the municipal budget, which would be subject to council amendments and a separate head of council veto and council override process;
- Vetoing certain by-laws if the head of council is of the opinion that all or part of the by-law could potentially interfere with a provincial priority;
- Bringing forward matters for council consideration if the head of council is of the opinion that considering the matter could potentially advance a provincial priority; and

Whereas these Strong Mayor Powers undermine democratic processes executed through municipal elections; and

Whereas Strong Mayor Powers may also violate by-laws established in Aurora that provides accepted and legal procedures for governance; and

Whereas Aurora Town Council recognizes the important role each Councillor provides the residents in their Ward and the community-at-large;

1. Now Therefore Be it Hereby Resolved That the Aurora Town Council opposes Strong Mayor Powers provided to the Head of Council; and
2. Be It Further Resolved That this approved Motion is to be sent to the Premier of Ontario, the Honourable Doug Ford; the Minister of Municipal Affairs and Housing, the Honourable Paul Calandra; the Regional Municipality of York; and each of the Municipalities in Ontario.

Yeas (4): Councillor Weese, Councillor Gilliland, Councillor Gaertner, and Councillor Gallo

Nays (3): Mayor Mrakas, Councillor Thompson, and Councillor Kim

Carried (4 to 3)

NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING

Subject Lands:

331 Clair Road East

Legal Description:

Concession 8 Rear Part Lot 11,
formerly Township of Puslinch, City
of Guelph

File No.: OZS23-007

Public Meeting:

Tuesday October 17, 2023

Note Earlier Time 6:00 p.m.

This is a hybrid City Council meeting that can be watched online at guelph.ca/live or in-person in the Council Chambers at Guelph City

Hall, 1 Carden Street, Guelph,
Ontario.

Application Details:

An application for a Zoning By-law Amendment has been received for the lands municipally known as 331 Clair Road East from MHBC Planning on behalf of the owner 2488995 Ontario Ltd. (Reid's Heritage Homes partnership), to rezone the subject lands from "Agricultural" (A-2) under the Township of Puslinch Zoning By-law 19/85 to "Specialized Residential Townhouse" (R.3A-XX) under City of Guelph Zoning By-law (1995)-14864 as amended, and from "Urban Reserve 1" (UR.1) to "Specialized Medium Density Residential 6" (RM.6-XX) under City of Guelph Zoning By-law (2023)-20790, to permit the development of 8 stacked townhouse blocks comprising of 136 units.

Further details of the requested Zoning By-law Amendment can be found in the supporting documents submitted with this application.

The proposed conceptual site plan is shown in Schedule 1.

Additional Information

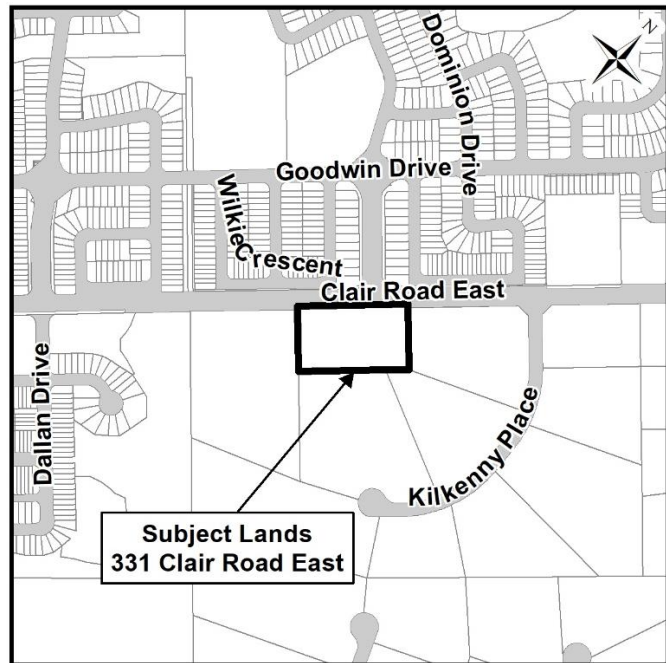
Documents relating to this planning application are available online at guelph.ca/development. Alternate document formats are available upon request.

The Staff Report will be available **Friday October 6, 2023**, after 12:00 p.m. online at guelph.ca/development.

For additional information please contact the planner managing the file:

Kelley McCormick, Senior Development Planner
Planning and Building Services
Phone: 519-822-1260, ext. 2359
TTY: 519-826-9771

Key Map:



Email: kelley.mccormick@guelph.ca

How to Get Involved:

The purpose of a Public Meeting is to share information and to hear and consider public comments regarding development applications which can be reviewed by Staff and applicants prior to Council consideration of applications. The public is invited to watch the remote meeting on guelph.ca/live and participate by submitting written comments and/or speaking to the application.

To submit written comments:

You can submit written comments any time via email to clerks@guelph.ca and kelley.mccormick@guelph.ca or by mail to Guelph City Clerk, 1 Carden Street, Guelph ON N1H 3A1 or place them in the mail slot beside the main entrance to City Hall.

If you submit comments by 10:00 a.m. on **Friday, October 13, 2023**, your comments will be included in the City Council Agenda (attachments must not exceed 20 MB).

To speak to the application:

If you wish to speak to the application, please contact the Clerk's Department no later than 10:00 a.m. on **Friday, October 13, 2023**, by any of the following ways:

- Register online at guelph.ca/delegation
- By phone at 519-837-5603 or TTY 519-826-9771
- By email to clerks@guelph.ca

When we receive your registration, we will send you a confirmation message and instructions for participating in the hybrid public meeting will be provided. Instructions will also be provided during the meeting to ensure that those watching online and attending in-person will be given the opportunity to speak.

How to Stay Informed:

If you wish to be notified of the Council decision on this application you must make a written request to the City Clerk by way of email, or regular mail as listed above. Please note Council will not make a decision at the Public Meeting.

Appeals Information:

If a person or public body would otherwise have an ability to appeal the decision of the Council of the City of Guelph to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of Guelph before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Guelph before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Requirement for Owners of Multi-tenant Buildings

Upon receiving this Notice, owners of multi-tenant buildings with seven (7) or more residential units are asked to post this Notice of Complete Application and Public Meeting

September 19, 2023

in a location that is clearly visible to all tenants (i.e. building or community notice board).

Notice of Collection of Personal Information:

Personal information is being collected in order to gather feedback and communicate with interested parties regarding this development proposal. Information provided or presented at a public meeting is considered a public record and may be posted on the City’s website or made public upon request.

This information is collected under the authority of the Planning Act, R.S.O. 1990, cP.13. Questions about this collection should be directed to the Information and Access Coordinator at 519-822-1260 extension 2349 or privacy@guelph.ca.

Accessibility:

Alternative accessible formats are available by contacting planning@guelph.ca or TTY 519-826-9771.

Schedule 1 – Proposed Conceptual Site Plan



**Notice of Complete Application and Public Meeting
File: OZS23-007**



To: Agencies and Departments

The City of Guelph is currently reviewing an application for a Zoning By-law Amendment for the lands municipally known as 331 Clair Road East from MHBC Planning on behalf of the owner, 2488995 Ontario Ltd. (Reid's Heritage Homes partnership).

Please submit your comments by **November 7, 2023**. If you have any questions or require further information, please email Kelley McCormick at kelley.mccormick@guelph.ca.

If you have no comments or concerns regarding this File OZS23-007, please sign and submit this form to:

Kelley McCormick, Senior Development Planner
Planning Services
Infrastructure, Development and Enterprise
City of Guelph
1 Carden Street
Guelph, ON N1H 3A1
Email: kelley.mccormick@guelph.ca

Agency:

Representative (Please Print):

Representative (Signature):

Date:

September 19, 2023



**Notice of Decision
of a Draft Plan of Condominium Subdivision
by The Corporation of the City of Guelph**

The General Manager of Planning and Building Services of The Corporation of the City of Guelph gave approval for a Draft Plan of Condominium Subdivision on September 26, 2023, under subsection 51 (31) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, in respect to (23CDM23503), municipally known as 55 Teal Drive, in the City of Guelph, County of Wellington.

A copy of the decision, including the conditions, is attached. For more information regarding the proposed plan of condominium subdivision, contact Planning Services at 519-837-5616, email at planning@guelph.ca or in person at City Hall, Planning and Building Services department. (8:30 a.m. to 4:00 p.m., Monday to Friday)

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of condominium subdivision if you made a written request to be notified of the changes to the conditions of approval of the draft plan of condominium subdivision.

An appeal of the decision to approve the draft plan of condominium subdivision or any of the conditions, can be made to the Ontario Land Tribunal (OLT). The appeal must be filed with the Clerk of The Corporation of the City of Guelph not later than **October 18, 2023, by 4:00 p.m.** It must set out the reasons for the appeal and be accompanied by the **fee of \$1,100.00, paid by certified cheque or money order** made payable to the Minister of Finance. Only the applicant, the Minister of Municipal Affairs and Housing, The City of Guelph, any person, or any public body that before the City of Guelph made its decision, made an oral submission at a public meeting or sent a written submission before the approval of the final plan of condominium subdivision or conditions, can file an appeal.

Only individuals, corporations or public bodies may appeal decisions in respect of a proposed plan of condominium subdivision or the conditions to the OLT. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf. Appeal forms are available from the OLT's website at www.olt.gov.on.ca, or from ServiceGuelph, City Hall.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the City of Guelph, including the lapsing provision or the conditions, or any changes to the conditions of approval, unless the person or public body before the decision of the City of Guelph, made oral submissions at a public meeting or written submission to the council, or made a written request to be notified of changes to the conditions or in the OLT's opinion, there are reasonable grounds to add the person or public body as a party.

Any and all written submissions relating to this application that were made to City Council before its decision and any and all oral submissions related to this application that were made at a public meeting, held under the *Planning Act*, have been, on balance, taken into consideration by City Council as part of its deliberations and final decision on this matter.

DATED at the City of Guelph on September 29, 2023

Stephen O'Brien,
City Clerk
Guelph City Hall
1 Carden
Guelph, Ontario N1H 3A1

clerks@guelph.ca
519-837-5603

September 26, 2023

Carson Reid,
Edgeview Developments
195 Hanlon Creek Blvd, Unit 101
Guelph, ON N1H 8J1

Dear Mr. Reid,

**RE: 55 Teal Drive: Draft Plan of Condominium
Condominium File No.: 23CDM-23503**

As City Council's delegated approval authority for most condominium applications in the City of Guelph, I would like to confirm that your condominium application for draft plan approval has been reviewed by the City of Guelph Planning and Building Services. As of the date of this letter, I have approved the condominium plan for 55 Teal Dr (File No. 23CDM-23503) under Section 51 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, subject to the conditions attached.

By copy of this letter, I am requesting the City Clerk to initiate the Notice of Decision circulation which will be mailed in accordance with Section 51(37) of the *Planning Act*. This Notice of Decision of the approval of the draft plan including conditions will be circulated for a 20 day time period during which any person or public body may file a notice of appeal of the decision. Should no appeals be filed, the approval of the condominium plan of subdivision shall be deemed to have been made on the day after the last day for appealing the decision.

Once your condominium plan has received draft plan approval, when you wish to register your plan, please contact Planning and Building Services and advise in writing how you have satisfied all of the conditions of draft plan approval. Please comprehensively include all necessary clearance documentation with this request.

If you have any questions on this file, please contact Eric Rempel, Development Planner at (519) 822-1260 ext 2617.

Yours truly,



Krista Walkey
General Manager
Planning and Building Services

Attach.

c: Nancy Shoemaker, JD Barnes (email only)
City Clerk (email only)
Terry Gayman, City Engineer, Engineering Services (email only)
Christopher Cooper, City Solicitor (email only)
Chris DeVriendt, Manager of Development Planning (email only)
Michael Witmer, Senior Development Planner (email only)

City Hall
1 Carden St
Guelph, ON
Canada
N1H 3A1

T 519-822-1260
TTY 519-826-9771

guelph.ca

<p style="text-align: center;">55 Teal Dr – Proposed Standard Phased Condominium Draft Plan Conditions (23CDM-23503)</p>

Preamble: Draft Plan Approval will lapse and expire after five years (5) from date of issuance of approval from the General Manager of Planning and Building Services.

Condominium Draft Plan Details

1. That this approval applies to a Draft Plan of Standard Phased Condominium, known as '23CDM-23503', prepared by Kerry F Hillis of J.D. Barnes, on behalf of Edgeview Developments Inc., as indicated on Attachment 3 to Report Number 'CONDO-23-04' for the lands municipally known as 55 Teal Dr, illustrating a total of sixty-eight (68) units, including forty-eight (48) dwelling units and twenty (20) unitized parking spaces. Furthermore, common elements are comprised of, but not limited to, all roads and drive aisles, outdoor common amenity areas and associated landscaping, and exterior visitor and accessible parking spaces [Ten (10) common-element visitor parking spaces of which three (3) are barrier free stalls].

Building Code and Site Plan Compliance

2. The Owner and/or Applicant shall develop the subject lands in strict accordance with the Ontario Building Code as set out in Section 6 of Ontario Regulation 48/01, as amended from time to time, and the site plan drawings and reports from the approved site plans (File Nos. SP21-027), including but not limited to the fully detailed site plan, landscaping plan, site grading and drainage plan, erosion and sediment control plan, site servicing plan, building elevations and building drawings and mechanical drawings approved by the City in accordance with Section 41 of the Planning Act, to the satisfaction of the City, prior to the registration of the Plan of Condominium.

Site Inspection

3. The Owner and/or Applicant acknowledge and agree that the City can and shall make detailed site inspection(s) at 55 Teal Dr to ensure the site is completed and developed according to the plans approved by the City, and further, shall arrange for such inspection(s), prior to the registration of the Plan of Condominium.

Debts to City

4. The Owner and/or Applicant shall pay any outstanding debts owed to the City (if any), prior to the registration of the Plan of Condominium.

Engineering Conditions

5. That a Professional Engineer and/or Ontario Land Surveyor identifies all the sanitary sewers, building drains, building sewers, building storm drains, storm sewers, stormwater management system, watermains and water distribution

system, serving the site and also identifies the locations where easements are required prior to registration of the condominium.

6. That prior to registration of the condominium, an independent lawyer shall certify that the proposed condominium has easements for all the sanitary sewers, building drains, building sewers, building storm drains, storm sewers, stormwater management system, watermains and water distribution system serving the condominium, which are located on private lands other than the lands being registered.

Post-Construction Monitoring and Maintenance

7. The Owner and/or Condominium Corporation, its assigns or successors, and Purchasers and/or Tenants are obligated to implement and maintain at its sole expense the City-approved Private Salt Management Plan, prepared by K.J. Behm & Associates Inc., (dated May, 2020) for approved Site Plan No. SP21-027 related to winter snow and ice clearing.
8. The Owner and/or Condominium Corporation, its assigns or successors, and Purchasers and/or Tenants are obligated to implement and maintain at its sole expense the City-approved Stormwater Management Report, prepared by K.J. Behm & Associates Inc., (dated May, 2022) for approved Site Plan No. SP21-027 related to Stormwater Management.

Access Easements

9. An Ontario Land Surveyor (OLS) shall identify all the rights-of-way required within the boundaries of the draft plan of condominium and/or over the adjacent privately owned lands to the south in order to provide sufficient permanent and/or temporary access for vehicles and pedestrians, prior to the registration of the Plan of Condominium.

Advisory and Warning Clauses

10. Prior to the registration of the Plan of Condominium, an independent lawyer shall provide the City with a copy of the executed proposed condominium declaration that will be registered. The said executed declaration shall contain the following advisory and/or warning clauses:
 - a. "In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained rights-of-way to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."
 - b. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that abutting City owned lands will be fenced in accordance with the current standards and specifications of the City. This demarcation will consist of black vinyl chain link fence."
 - c. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into the City owned lands legally described as PT3 61R9655 and PT4 61R9655 (BLOCK 18, RP 61M-54 and BLOCK 19 RP 61M-169)."

- d. "Purchasers and/or tenants of all lots or units are advised that a public trail exists abutting the development and that public access to this trail will occur at current access point on Teal Drive to the West of the property."
- e. "Purchasers and/or tenants of all lots are advised that the City owned NHS land has been retained in its natural condition. Be advised that the City will not carry out regular maintenance such as grass cutting. Periodic maintenance may occur from time to time to support the open space and NHS function and public trail system."
- f. "Fire Access Routes that are required to be constructed under the Ontario Building Code, the Ontario Fire Code or are required by Municipal By-law are specifically provided to facilitate access for firefighting operations and shall not be obstructed by gates, fences, building materials, waste or recycling receptacles, vehicles or any other form of obstruction. The construction of a gate or fence within a fire route is not permitted and is a direct contravention of Division B, Sentence 2.5.1.2(1) of the Ontario Fire Code, as amended."
- g. "Private sidewalks, driveways and parking areas are to be maintained in a snow free condition and void of any obstructions twelve (12) months of the year."
- h. "Adequate exterior lighting and sidewalks will be provided to allow children to walk safely to school or to a designated bus pick-up point."
- i. "The owner shall notify future owners and tenants of the Lands that trucks entering/leaving the Lands shall use only the Hanlon Expressway and/or Downey Road South of Hanlon Creek Boulevard [formerly known as Road A]."
- j. "When completed, realigned Laird Road will be used as a Permissive Truck Route which includes the haulage of mineral aggregate from licensed pit operations located in the Township of Puslinch to Highway 6 (Hanlon Expressway). In addition, a mineral aggregate resource area as identified in the County of Wellington Official Plan to the west of the Hanlon Creek Business Park located in the Township of Puslinch."

School Board

11. The Owner and/or Applicant shall consult with the Upper Grand District School Board on supplying and installing a sign advising prospective residents of schools in the area, and further, shall provide written confirmation to the City from the Upper Grand District School Board that an agreement has been reached on such signage, prior to the registration of the Plan of Condominium.

Solicitor's Undertaking

12. Prior to the registration of the Plan of Condominium, a lawyer representing the Owner shall:
 - a. Provide the City with a copy of the executed proposed condominium declaration and description that will be registered as the case may be and make reference to the same to the satisfaction of the City in the lawyer's certifications referred to in these conditions;
 - b. Provide the City with the Owner's unqualified undertaking to register the said declaration in the form as provided to the City by the said lawyer;

- c. Provide the City with the said lawyer's unqualified undertaking not to register the said declaration other than in the form provided to the City by the said lawyer; and
- d. Notwithstanding the above, notify the City in writing if they are no longer retained or instructed by the Owner in this matter.

Canada Post

13. The Owner and/or Applicant shall consult with Canada Post on the location(s) for any mailboxes, rooms, and delivery equipment and further, shall provide written confirmation to the City from Canada Post that all mail delivery requirements for the development have been satisfied, prior to the registration of the Plan of Condominium.

Site Plan Completion and Securities

14. That further to the requirements outlined in Conditions 2 and 3, any works not completed as per the approved site plan(s) shall be completed prior to the registration of the Plan of Condominium or any part thereof, or the Owner and/or Applicant shall pay to the City a financial security* amount representing up to 100 per cent (100%) of the value of the outstanding items therein as agreed to by the Manager of Development Planning, prior to the Registration of the Plan of Condominium or any part thereof. The foregoing security provision may be accepted by the said Manager in lieu of one hundred per cent (100%) completion in the discretion of the said Manager as it is recognized that certain physical features of the development may not be completed at the time of registration as the case may be, and that the site works for the proposed condominium plan may not be completed at the time of registration thereof on account of seasonal or weather conditions.

Digital Plan Submission

15. The Owner and/or Applicant agrees to provide the City's Planning and Building Services staff with a digital file of the final Condominium Plan or Final Condominium Description Plan(s) in an AutoCAD compatible format (i.e. '.dwg') prior to the registration of the Plan of Condominium.

Clearance of Draft Plan Conditions – Comprehensive Notification to City

16. Prior to the City's final approval of the Plan of Condominium Description, the City shall be comprehensively advised in writing by the Owner and/or Applicant, including providing any relevant supporting third party documentation, how conditions 1 through 15 have been satisfied or acknowledged, whatever the case may be.

Notes:

- i. The "Owner" shall refer to Edgeview Developments Inc.
- ii. Draft Plan of Condominium approval will expire and lapse five (5) years from the date draft plan approval is issued.
- iii. The condominium plan for registration must be in conformity with Ontario Regulation 43/96 as amended, under the Registry Act.
- iv. Any financial securities provided to the City in the form of a letter of credit must be done in accordance with the City's Letter of Credit Policy, as per By-law (2011)-19263. A template for letters of credit to be submitted to the City is available upon request through Planning staff.
- v. Digital drawing submissions to the City are to be emailed directly to planning@guelph.ca and/or the Planner on file or sent through a secure digital file hosting service (i.e. Dropbox).
- vi. The Owner/Applicant is responsible for contacting respective telecommunications providers (Bell Canada, Rogers Cable, etc.) and making necessary arrangements to ensure that adequate wire-line communication/telecommunication infrastructure is sufficiently available to service the development.
- vii. If the final plan of condominium subdivision is/are approved by the City pursuant to Subsection 51(58) of the Planning Act (i.e. City signs Certificate of Approval on description plans), it must be registered with the local Land Registry Office within 30 days of the date of the City's final approval and release or the City may withdraw its final approval and release pursuant to Subsection 51(59) of the Planning Act.
- viii. All documents with respect to satisfying the draft plan conditions are to clearly reference the file number (i.e. 23CDM-) and parent municipal address. Further, clearance documents are to be comprehensively assembled and provided in a single submission/document to Planning staff when available.

Municipality of *Bluewater*

October 2, 2023

The Honourable Lisa M. Thompson
Member of Provincial Parliament (MPP)
408 Queen Street, P.O. Box 426
Blyth, ON N0M 1H0

Re: Childcare availability in Ontario

Dear Minister Thompson:

The Municipality of Bluewater is concerned about the critical issue of childcare availability in our province and how it is linked to educational requirements and low wages within the childcare sector. We believe that addressing these issues is crucial for the well-being of our families and the future prosperity of Bluewater and Ontario.

Childcare availability in Ontario has become an increasingly pressing problem for parents and guardians. Access to affordable, high-quality childcare is essential for families to balance work and family responsibilities, and it plays a vital role in supporting the early development and education of our children. However, the lack of available childcare spaces is a significant barrier for many parents, limiting their ability to participate fully in the workforce and achieve financial stability.

We suspect that one of the key factors contributing to the shortage of childcare spaces is the educational requirements imposed on childcare workers. While it is important to ensure the safety and well-being of children in childcare settings, the current educational requirements may be overly restrictive. These requirements often result in a shortage of qualified childcare providers, making it challenging to expand the availability of childcare services.

This year in the Municipality of Bluewater, we have childcare facilities and before and after school programs that have closed or have reduced capacity due to lack of qualified staffing. These recent closures and capacity issues have imposed a significant amount of stress on families in our community.

Additionally, low wages within the childcare sector are a significant concern. Many qualified and passionate individuals are discouraged from pursuing a career in childcare

due to the low wages and limited opportunities for professional growth. This low-wage structure not only makes it difficult to attract and retain skilled childcare educators but also effects the quality of care children receive. Investing in the professional development and fair compensation of early childcare educators is essential to ensure that our children receive the best care possible and the best start in life.

To address these issues and improve childcare availability in Ontario, the Municipality urges you to consider the following actions:

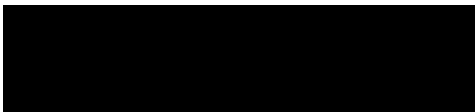
1. Review and Reform Educational Requirements: Work with relevant stakeholders to review and potentially revise the training methods of early childcare educators, striking a balance between safety and accessibility by increasing the praxis model to learning.
2. Invest in Professional Development: Advocate for increased investment in professional development opportunities for childcare workers to enhance their skills and qualifications.
3. Increase Wages: Support initiatives to increase the wages of childcare workers, ensuring that they are paid a fair and competitive salary for the vital work they do.
4. Expand Funding: Work to secure additional funding for the expansion of childcare services and facilities, especially in underserved and rural communities.
5. Promote Public Awareness: Raise public awareness about the importance of accessible and high-quality childcare services and the need for policy changes.

This is an urgent matter that is expected to worsen and your timely response to these concerns is needed.

By addressing these issues, we can make significant strides toward improving childcare availability in Bluewater and Ontario and ensuring that families have the support they need to thrive. We kindly request your timely support and advocacy on these matters and would be grateful for any updates or initiatives related to childcare reform in our province.

Thank you for your attention to this critical issue. We look forward to your continued dedication to the well-being of Ontario's families and children.

Sincerely,



Mayor Paul Klopp for the
Council of the Municipality of Bluewater

cc: Premier Doug Ford
Ben Lobb, Huron-Bruce MP
Hon. Michael Parsa, Minister of Children, Community and Social Services
All Ontario Municipalities

P.O. Box 490
7 Creswell Drive
Trenton, Ontario K8V 5R6
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841
Toll Free: 1-866-485-2841
josh.machesney@quintewest.ca

Josh Machesney, City Clerk

September 25, 2023

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park, Toronto, ON M7A 1A1

RE: Support for Municipality of Wawa Resolution re: Chronic Pain Treatments

Dear Premier Ford:


This letter will serve to advise that at a meeting of City of Quinte West Council held on September 20, 2023 Council supported the attached resolution from the Municipality of Wawa regarding maintaining OHIP coverage for chronic pain treatments by passing the following resolution:

“And further that Staff be directed to prepare a letter of support for Item 12.1 (e) Resolution from the Municipality of Shuniah in relation to Support for the Municipality of Wawa regarding Chronic Pain Treatments.” **Carried**

We trust that you will give favourable consideration to this request.

Yours Truly,

CITY OF QUINTE WEST


Josh Machesney,
City Clerk

CC: Municipalities of Ontario
Ryan Williams, MP, Bay of Quinte
Hon. Todd Smith, MPP, Bay of Quinte
Hon. Sylvia Jones, Minister of Health
Hon. Michael A. Tibollo, Associate Minister of Mental Health and Addictions
Association of Municipalities Ontario (AMO)



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, June 20, 2023

Moved by:	Seconded by:
[REDACTED]	[REDACTED]

WHEREAS the Ontario College of Physicians and Surgeons has made a decision that will lead more people who suffer from chronic pain to turn to opioids to alleviate their pain and;

WHEREAS the College is targeting community pain clinics by requiring the use of ultrasound technology in the administration of nerve block injections by licensed physicians. This requirement will increase the time it takes to administer the nerve block and, therefore, reduce the number of patients a physician can see in a day and;

WHEREAS the Ontario Health Insurance Plan (OHIP) is proposing to reduce coverage for several vital healthcare services, including a drastic reduction in the number and frequency of nerve block injections a patient can receive and;

WHEREAS these changes have been proposed without any consultation with pain management medical professionals or with their patients and;

WHEREAS this cut will force chronic pain clinics to shut down, putting a greater strain on family physicians and emergency rooms and;

WHEREAS with the reduction in the number of nerve blocks being administered, many patients, looking for pain relief, will turn to overcrowded emergency rooms, opioid prescriptions from doctors or opioid street drugs;

NOW THEREFORE BE IT RESOVLED THAT the Council of the Corporation of the Municipality of Wawa is requesting that the Government of Ontario maintain OHIP coverage for chronic pain treatments and continue to provide much-needed care for the people of Ontario;

p.2....



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND FURTHERMORE THAT a copy of the resolution be forwarded to all Municipalities of Ontario, local MPs and MPPs, Premier Doug Ford, the Minister of Health, Associate Minister of Mental Health and Addictions and the Association of Municipalities of Ontario.

RESOLUTION RESULT	RECORDED VOTE	
	MAYOR AND COUNCIL	YES NO
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL
[REDACTED]	[REDACTED]



Northumberland County Council Resolution

SENT VIA EMAIL

September 25, 2023

Hon. Paul Calandra, Minister of Municipal Affairs and Housing
Hon. Prabmeet Sarkaria, Minister of Transportation
Hon. David Piccini, Minister of Labour, Immigration, Training and Skills Development &
MPP for Northumberland - Peterborough South
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

Re: Northumberland County Resolution – ‘Highway Traffic Act Amendments’

At a meeting held on September 20, 2023 Northumberland County Council approved the following Council Resolution # 2023-09-20-647 adopting the below recommendation from the September 7, 2023 Public Works Committee meeting.

Moved by: Councillor Olena Hankivsky

Seconded by: Councillor John Logel

"**That** the Public Works Committee, having considered the correspondence from the Municipality of St. Charles regarding 'Highway Traffic Act Amendments', recommend that County Council support the correspondence, and direct staff to send a copy of this resolution to key stakeholders."

Council Resolution # 2023-09-20-647

Carried

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at matherm@northumberland.ca or by telephone at 905-372-3329 ext. 2238.

Sincerely,
Maddison Mather



Manager of Legislative Services / Clerk
Northumberland County

Council Resolution

Moved By O. Hankivsky
 Seconded By J. Logel

Agenda Item 10 Resolution Number
 2023-09-20 647

Council Date: September 20, 2023

"That Council adopt all recommendations from the five Standing Committees, as contained within the Committee Minutes (meetings held September 5, 6, and 7, 2023), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

Committee Name	Item #	Description	Held By
/			

~~And Further That the items listed above and held for separate discussion each require a separate resolution."~~

Recorded Vote Requested by _____
 Councillor's Name

Deferred _____
 Warden's Signature

Carried _____
 Warden's Signature

Defeated _____
 Warden's Signature

Public Works Committee Resolution

Committee Meeting Date: September 7, 2023

Agenda Item: 7.a



Resolution Number: 2023-09-07-629

Moved by: J. Logel

Seconded by: H. Martin

Council Meeting Date: September 20, 2023

"That the Public Works Committee, having considered the correspondence from the Municipality of St. Charles regarding 'Highway Traffic Act Amendments', recommend that County Council support the correspondence, and direct staff to send a copy of this resolution to key stakeholders."



Carried _____
Committee Chair's Signature

Defeated _____
Committee Chair's Signature

Deferred _____
Committee Chair's Signature

The Corporation of the Municipality of St. Charles
RESOLUTION PAGE



Regular Meeting of Council

Agenda Number: 10.4.

Resolution Number 2023-152

Title: Resolution Stemming from May 17, 2023 Regular Meeting of Council (Item 9.1 - Correspondence #16) and the June 21, 2023 Regular Meeting of Council (Item 9.1 - Correspondence #10)

Date: July 19, 2023

Moved by: Councillor Pothier

Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St. Charles hereby supports the Resolution passed by the City of Cambridge, on May 9, 2023, regarding Highway Traffic Act Amendments;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be forwarded to the Ministry of Transportation (MTO); the Ministry of Municipal Affairs and Housing (MMAH); the Association of Municipalities of Ontario (AMO); the local Member of Provincial Parliament (MPP) and all Ontario Municipalities.

CARRIED

MAYOR

**The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 740-4680 ext. 4585
mantond@cambridge.ca**

May 10, 2023

Re: Highway Traffic Act Amendments

Dear Ms. Mulronev,

At the Council Meeting of May 9, 2023, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS speeding on our roads is a major concern in our community,

AND WHEREAS speeding can occur in all areas of our community,

AND WHEREAS barriers and delays to enforcement pose a danger to our community,

AND WHEREAS our municipality has limited resources to implement speed mitigation road design and re-design,

AND WHEREAS our local police service has limited resources to undertake speed enforcement,

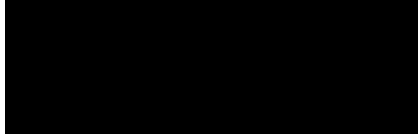
AND WHEREAS s.205.1 of the Highway Traffic Act (HTA) provides that Automated Speed Enforcement systems (ASE) may only be placed in designated community safety zones and school safety zones,

THEREFORE BE IT RESOLVED THAT, the City of Cambridge request that the Ontario Government amend s.205.1 of the HTA to permit municipalities to locate an ASE system permanently or temporarily on any roadway under the jurisdiction of municipalities and as determined by municipalities and not be restricted to only community safety zones and school safety zones;

AND THAT a copy of this resolution be forwarded to the Ontario Minister of Transportation, the Ontario Minister of Municipal Affairs and Housing, local area MPPs, the Association of Municipalities of Ontario (AMO) and all Ontario Municipalities.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Danielle Manton
City Clerk

Cc: (via email)
Steve Clark, Ontario Minister of Municipal Affairs and Housing
Local Area MPPs
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

THE CORPORATION OF THE
TOWN OF MIDLAND

575 Dominion Avenue
Midland, ON L4R 1R2
Phone: 705-526-4275
Fax: 705-526-9971
info@midland.ca



September 8, 2023

The Senate of Canada
Ottawa, ON
K1A 0A4

Via Email: sencom@sen.parl.gc.ca

Premier Doug Ford
Legislative Building
Queen's Park
Toronto ON
M7A 1A1

Via Email: premier@ontario.ca

Dear Premier Ford:

Re: "Catch and Release" Justice is Ontario

At its September 6, 2023, Regular Council Meeting with Closed Session the Council for the Town of Midland passed the following Resolution:


That the Town of Midland send a letter to the Federal and Provincial Governments requesting meaningful improvements to the current state of "catch and release" justice in the Ontario legal system. Police Services across Ontario are exhausting precious time and resources having to manage the repeated arrests of the same offenders, which in turn, is impacting their morale, and ultimately law-abiding citizens who are paying the often significant financial and emotional toll of this broken system; and

That this resolution be sent to other Municipalities throughout Ontario for their endorsement consideration.

Thank you.

Yours very
truly,

THE CORPORATION OF THE TOWN OF MIDLAND


Sherri Edgar, AMCT
Municipal Clerk
Ext. 2210

October 3, 2023

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Delivered by email
premier@ontario.ca

Dear Premier:

Re: Town of Whitchurch-Stouffville Council Resolution of September 27, 2023, Re: Correspondence from Township of Puslinch and Town of Caledon, re: Illegal Land Use Enforcement

Please be advised that this matter was considered by Council at its meeting held on September 27, 2023, and in this regard, Council passed the following resolution:

WHEREAS the Town of Whitchurch-Stouffville Council supports the resolution from the Town of Caledon regarding illegal land use enforcement; and

WHEREAS the Town of Whitchurch-Stouffville recognizes that combatting illegal land use enforcement effectively is challenging, and an issue of municipal importance; and

WHEREAS the Town of Whitchurch-Stouffville recognizes that illegal land use has a negative impact on local residents and the surrounding area; and

WHEREAS the Town of Whitchurch-Stouffville believes that the tools currently available to municipalities under the Municipal Act are insufficient to combat illegal land uses; and

THAT Council direct Staff to send a support resolution accordingly.

THEREFORE, the Town of Whitchurch-Stouffville passes this resolution regarding Illegal Land Use Enforcement:

THAT the Province be requested to strengthen municipal enforcement powers by:

- Amending the Municipal Act to enable municipalities to physically bar entry to properties where illegal land uses that have significant detrimental impacts on adjacent residential properties, the environment or create unsafe situations; and
- Increasing the maximum penalty amounts in the Planning Act to \$50,000 for an individual upon conviction and on a subsequent conviction, not more than \$25,000 for each day in which the contravention has continued after the day in which the person was initially convicted; and

- Including provisions to ensure a corporation is liable to fines of not more \$100,000 upon first conviction and not more than \$50,000 for each day in which the contravention has continued after the day in which the corporation was initially convicted.

THAT a copy of this report be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Paul Calanda, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, MPP, Dufferin-Caledon; the Honourable Doug Downey, Attorney General of Ontario; and

THAT a copy of this report be provided to the municipalities within the Greater Golden Horseshoe area seeking support in the request for strengthened enforcement powers to combat significant illegal land uses negatively impacting communities across Ontario and to the Association of Municipalities of Ontario (AMO) and Rural Ontario Municipal Association (ROMA).

The above is for your consideration and any attention deemed necessary.

Kind regards,



Monica Beattie
Senior Clerk's Coordinator

Attachment

Copy: Hon. Paul Calanda, Minister of Municipal Affairs and Housing
Hon. Sylvia Jones, MPP, Dufferin-Caledon
Hon. Doug Downey, Attorney General of Ontario
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities
Rural Ontario Municipal Association (ROMA)

Staff Report 2023-0327

Meeting Date: June 6, 2023

Subject: Illegal Land Use Enforcement Update

Submitted By: Mark Srage, Director, Building Services and Municipal Law Enforcement

RECOMMENDATION

That the Illegal Land Use Enforcement Taskforce's mandate be expanded to include other types of illegal land uses and not solely on illegal trucking land uses; and

That the Province be requested to strengthen municipal enforcement powers by:

- Amending the *Municipal Act* to enable municipalities to physically bar entry to properties where illegal land uses that have significant detrimental impacts on adjacent residential properties, the environment or create unsafe situations;
- Increasing the maximum penalty amounts in the *Planning Act* to \$50,000 for an individual upon conviction and on a subsequent conviction, not more than \$25,000 for each day in which the contravention has continued after the day in which the person was initially convicted; and
- Including provisions to ensure a corporation is liable to fines of not more than \$100,000 upon first conviction and not more than \$50,000 for each day in which the contravention has continued after the day in which the corporation was initially convicted.

That a copy of this report be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, MPP, Dufferin-Caledon; and

That a copy of this report be provided to the municipalities within the Greater Golden Horseshoe area seeking support in the request for strengthened enforcement powers to combat significant illegal land uses negatively impacting communities across Ontario and to the Association of Municipalities of Ontario (AMO) and Rural Ontario Municipal Association (ROMA).

REPORT HIGHLIGHTS

- Constant and undeterred enforcement efforts by both the Municipal Law Enforcement Division and the Legal Services Division is achieving the results that were envisioned when Council approved the creation of this dedicated enforcement effort.

- The Town has been successful in pursuing injunctions through the courts and will continue utilizing this enforcement mechanism for property owners that do not come into compliance to the Town's By-laws through normal enforcement actions.
- Land use permissions and performance standards should be developed and enacted through the Town's Zoning By-law to permit and regulate the creation of legal truck storage facilities.
- Advocacy with the Ministry of Municipal Affairs and Housing is necessary to secure additional enforcement powers that are needed to provide more effective and cost-efficient enforcement of municipal land use B-law with respect to illegal land use.
- That the Illegal Land Use Enforcement Taskforce (Trucking) expand its mandate to include other types of illegal land uses including but not limited to event centres, institutional uses and places of worship.

DISCUSSION

Background

In 2019, staff were approved by Council to implement an Illegal Land Use Enforcement Taskforce with the objective of addressing the growing illegal land use issues related to the parking and storage of tractor trailers and commercial vehicles. This includes all property types in the Town, both those of a smaller scale (e.g., one or two trucks parked on rural properties), as well as those properties with a larger commercial operation. To effectively address the scope and scale of the issue, it was determined that staff would take a proactive approach to identify properties where the parking and storage of tractor trailers and commercial vehicles exist rather than relying solely on a complaint-based method and engage in education and enforcement. The dedicated resources allocated for this initiative included the following staff compliment; two (2) Municipal Law Enforcement Officers, one (1) assistant Town Solicitor and one (1) coordinator. Due to the Covid-19 Pandemic, implementation of this dedicated staff group was delayed until July 2021. Since that time, they have been actively involved in undertaking proactive educational and enforcement efforts.

Education and Communication Strategy

As part of the initiative to address the illegal land use issue, staff engaged with an external consultant to develop a public education and strategic communications strategy in consultation with our Communications staff. The objective of the strategy is to effectively educate external stakeholders and property owners on the Town's land use policies and Zoning By-law; the types of properties on which the parking and storage of tractor trailers and commercial vehicles are permitted; the processes that must be followed to be in compliance with the applicable regulations; and updated enforcement efforts undertaken by enforcement staff assigned to this initiative. The result of this effort was the creation of a guide that provides an easy-to-understand explanation of the Zoning By-laws as it

relates to truck parking and storage along with the actions being taken by the Town with respect to enforcing these rules.

Along with the production of this guide, staff continue to utilize a variety of communication tactics to help inform residents and operators of illegal truck storage facilities of the rules and consequences for violating the Town's By-laws. These efforts include:

- a month-long radio campaign on Parvasi radio,
- resident focused social media campaign,
- numerous media releases highlighting successful outcomes through the courts
- media interviews and responses

Enforcement Efforts

As previously referenced the commencement of proactive enforcement efforts began in July 2021 with the Officers conducting inspections on properties that had been previously identified by residents or Town staff as possibly having illegally stored trucks. Since then, Officers have investigated over 310 properties for potential illegal truck storage violations occurring (see Figure 1 for illustration of location of properties investigated).

Figure 1: Location of properties investigated



Over 137 enforcement actions have been commenced because of these investigations. Depending on the severity of the By-law contraventions different enforcement actions were employed to seek compliance with the Town's By-laws. These enforcement actions

include the issuance of letters notifying the property owner of the By-law contravention(s), issuance of tickets, laying of charges or seeking court injunctions. While voluntary compliance has been achieved for some of the properties there are 36 properties where the matters are still before the courts.

While the overall enforcement objective is to achieve compliance with the Town's By-laws, the Town seeks meaningful financial penalties for those property owners who willfully ignore the Town's By-laws or do not voluntarily come into compliance. Through the combined efforts of the Officers (who are employing additional investigative techniques to provide stronger evidence) and Legal staff (who can educate and demonstrate in Court of the severity of these offences) the Courts are now imposing very significant fine amounts when a defendant is found guilty of a violation related to an illegal trucking operation. The Courts have the sole discretion in determining the fine amounts and staff have been successful in achieving fine amounts between \$35,000 - \$50,000 dollars which is the maximum amount prescribed in the *Planning Act*. To date the total amount of fines levied by the courts has been over \$350,000.00. Along with these significant fine amounts the Courts are also starting to issue Prohibition Orders. Prohibition Orders are a Court directive for the convicted party to cease using the property in noncompliance with the Order effective the date the Order is issued. Should the prohibition use continue then the Enforcement Team may lay charges for failing to comply with an Order, which would result in fines that could be imposed daily. This can result in significant consequences for the owner/operator as these daily fines can become financially onerous depending on how long the property remains noncompliant.

In addition to these court charges the Town has been successful in obtaining Superior Court issued injunctions against some of the most egregious illegal trucking operations and to date there have been 3 successful court injunctions issued for the following properties:

- 6086 Mayfield Road
- 6186 Mayfield Road
- 6230 Mayfield Road (all illegally stored vehicles have been removed from this property – see Schedule A).

While these injunctions are a very powerful enforcement tool, they are very costly for the Town to instigate and carry through the Court systems and can in some instances be a slow process, taking up to a year or beyond to achieve a Superior Court decision and Order. Along with these Zoning related enforcement actions staff have also undertaken actions to achieve compliance with the Town's other By-laws, such as the Traffic By-law and the Fill By-law, where possible and warranted. This includes actions such as placing concrete barriers on the Town's right-of-way when illegal entrances have been created

(see Figure 2) with intent of preventing the continued unpermitted use of the Town's right-of-way or the removal of illegally placed fill.

Figure 2: Example of physical enforcement action



Along with physical actions being taken such as the placement of barriers or removal of illegally placed fill, another action undertaken to help reduce the cost advantage of operating illegally has been to inform the Municipal Property Assessment Corporation (MPAC) through Finance staff of changes in use of the property and have the property reassessed. Often, illegal operators are surreptitiously converting farm properties to commercial properties and by informing MPAC of the actual use of the property appropriate taxes can be levied, ensuring equal treatment for legal and illegal operators. To date there have been 25 properties reassessed and this has resulted in more than a \$384,000 increase in the tax levy for these properties; another 24 properties are still waiting to be reassessed. Staff also regularly inform our contacts at the Canadian Revenue Agency (CRA) of these operations as we have found that there is a significant amount of cash transactions between the vehicle operators storing their vehicles on the property and the operators of these yards. Staff also regularly communicate with other enforcement agencies such as the Toronto and Region and Conservation Authority (TRCA), Ontario Ministry of Transportation (MTO), Ministry of Environment, Conservation and Parks (MECP), and the Electrical Safety Authority (ESA) on these illegal operations and coordinate our enforcement efforts with them as much as possible.

Current Challenges and Solutions

Illegal land uses are not just restricted to illegal trucking operations/storage facilities but other uses such as event centres, institutional uses or places of worship are becoming more common in Caledon. These illegal uses all have significant impacts on adjacent property owners due to the disturbances created and non-compatibility with adjacent

residential properties or road safety. Therefore, it is recommended that this taskforce's enforcement mandate be expanded to include these other types of illegal land uses and not just focused solely on the illegal trucking land uses. While this change to the mandate will not have an immediate impact on the staff compliment it will re-enforce the work the team is doing and enable them to utilize their enforcement/legal skills on these complex files. The investigative and enforcement tools used for the illegal trucking uses are identical to the ones used for these other types of illegal uses and they are all regulated by the same provincial legislation and municipal regulations (ie. *Planning Act* and *Zoning By-law*) as well as the same enforcement challenges while pursuing compliance amongst non-compliant property owners.

Prosecution matters can typically take months and sometimes years to resolve and while the matter is being dealt with through the Courts, the illegal operation continues to make money for the operator. Also, while the fine amounts being ordered by the Courts are increasingly significant, for some of the larger illegal operations these fines are just considered the "cost of doing business". More robust and efficient enforcement measures are needed if the Town is to be successful in combatting these illegal operations. These suggested new enforcement measure need to include more significant financial penalties prescribed in the *Planning Act* including special fines provisions. Currently, the maximum fine amounts are as follows:

- An individual is liable to a fine of not more than \$25,000 upon first conviction and on a subsequent conviction, not more than \$10,000 for each day in which the contravention has continued after the day in which the person was initially convicted.
- A corporation is liable to fines of not more \$50,000 upon first conviction and not more than \$25,000 for each day in which the contravention has continued after the day in which the corporation was initially convicted.

It should be noted that directors or officers of corporations can also be charged and if found guilty of the charges they would be subject to the same penalty provisions as an individual.

In view of the revenues being generated from some of these large illegal operations the maximum fine amounts should be doubled, and special fine provisions like those found in the *Municipal Act* should also be introduced in the legislation. A special fine amount would enable a Court to levy a fine higher than the maximum amount prescribed in the legislation in circumstances where there has been an economic advantage or gain by violating the *Zoning By-law*. An example of this is in the Town's *Business Licensing By-law* which has a special fine provision that states, "a special fine equal to the amount of the economic gain may be imposed".

In addition to these increased fines the Town needs further enhanced enforcement powers including the authority for the municipality to bar entry to the property in circumstances where the illegal land use is occurring and it is having significant detrimental impacts on adjacent properties/occupants, the environment or creating unsafe situations such as traffic safety. These enhanced enforcement powers should be like the ones that currently exist in the provincial *Cannabis Control Act* in terms of that authority to issue a closure order along with the authority to physically block or restrict access to the property. Recognizing that this type of enforcement authority is very significant it is necessary to also have an appeal mechanism which property owners or tenants can avail themselves of when such orders and actions are taken, or the property owner has removed the illegal use. This appeal process should be through the Superior Court of Justice so that a hearing by a Judge can be held and the Judge should have the authority to confirm, modify or rescind a closure order. Implementation of such powers would be extremely effective and efficient in addressing illegal land uses such as the ones that are currently occurring in Caledon.

It needs to also be understood that even if the province was to implement these additional enforcement provisions there is a clear need for proper truck parking/storage facilities within the Town. Currently the Town's Zoning By-law does not permit such a use and considering the number of logistic facilities that have been constructed in the Town and the volume of new ones that are slated to be built both within and within proximity to the Town then this need will only continue to grow. Having clear land use designations in the most appropriate locations in the Town along with the necessary performance standards to mitigate the impacts these uses may have will help reduce the volume of illegal operations especially when combined with a very robust enforcement program regarding the illegal operations.

Recommended Advocacy to Combat Illegal Land Use Issues

Staff are recommending that the Town advocate to the Province to support municipalities in efforts to combat illegal land use issues through the following means:

- Amend the *Municipal Act* to enable municipalities to physically bar entry to properties where illegal land uses that have significant detrimental impacts on adjacent residential properties, the environment or create unsafe situations.
- Increase the maximum penalty amounts in the *Planning Act* to \$50,000 for an individual upon conviction and on a subsequent conviction, not more than \$25,000 for each day in which the contravention has continued after the day in which the person was initially convicted.
- Include provisions to ensure a corporation is liable to fines of not more \$100,000 upon first conviction and not more than \$50,000 for each day in which the

contravention has continued after the day in which the corporation was initially convicted.

Summary

Constant and undeterred enforcement efforts by both the Municipal Law Enforcement division and the Legal division is achieving the results that were envisioned when Council approved the creation of this dedicated Enforcement initiative. This success can be directly attributed to the professionalism and commitment of the staff and the leadership who have been assigned to this endeavour. Even though it will take time to achieve compliance with some of the more flagrant contraveners, staff will utilize all the enforcement tools provided for in the *Planning Act* along with other legal remedies as we work towards achieving compliance amongst these non-compliant property owners.

FINANCIAL IMPLICATIONS

Financial implications are contained throughout this report.

COUNCIL WORK PLAN

Subject matter is not relevant to the Council Workplan.

ATTACHMENTS

Schedule A: Illustration showing the successful enforcement action at 6230 Mayfield Road

Schedule A to Staff Report 2023-0327





Regular Meeting of Council

MOVED BY: Councillor Abbass

RESOLUTION:201-2023

SECONDED BY: Councillor Crabtree

DATE: September 19, 2023

“WHEREAS the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (MFIPPA) came into force and effect on January 1, 1991;

AND WHEREAS municipalities, including the Town of Bracebridge, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the MFIPPA fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number, or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information to launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

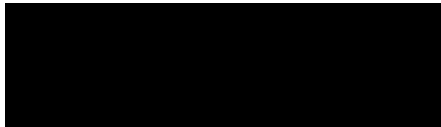
NOW THEREFORE BE IT RESOLVED THAT the Ministry of Public and Business Service Delivery be requested to review MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or their designate to be the Head under the Act;

2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in the Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under MFIPPA, including those of the Information and Privacy Commissioner (IPC), be reviewed and modernized;
8. That the integrity of MFIPPA be maintained to protect personal privacy and transparent governments; and
9. And that this resolution be sent to the Premier of Ontario; Minister of Municipal Affairs and Housing; Minister of Public and Business Service Delivery; and Member of Provincial Parliament for Lanark, Frontenac, Kingston; and all Ontario Municipalities."

CARRIED

DEFEATED



~~DEPUTY REEVE~~

Oct 5, 2023

Association of Municipalities of Ontario (AMO)
200 University Ave #801
Toronto, ON
M5H 3C6

Dear AMO Members:

Re: Challenges Faced by Smaller Developers in Ontario Communities

This is to confirm that at the Sept 25, 2023 Council Meeting the following resolution was adopted with respect to the above noted matter:

That, a letter be drafted for signature by the Mayor and that the letter be forwarded to the Minister of Municipal of Affairs, Association of Municipalities of Ontario (AMO) and its member municipalities, outlining the issues and constraints brought to the Township Council's attention with respect to holding back development applications of new homes within the community.

The Township of West Lincoln is writing to bring to your attention a significant matter that has recently come to our attention at the Township of West Lincoln. This issue pertains to the challenges faced by small developers in communities like ours, across the province of Ontario. These challenges are currently making it difficult for communities like West Lincoln to meet the housing goals of the province.

We recently received a request from a developer regarding their development project in Smithville, Ontario which was first draft approved approximately in 2015. The developer has presented a compelling case for an extension to the draft plan of condo approval, citing several noteworthy factors that have emerged since their initial application and which are delaying the start of development. Initially Council wanted to refuse extension approval to force the development but it was clear that would not be possible. The challenges are a symptom of broader issues felt by the Municipality on numerous planning issues, and some of these challenges as outlined to us by the developer, are noted below.

A significant challenge is the current state of the market, characterized by severe material supply chain constraints. These constraints have made it exceedingly difficult for the developer to secure pricing for essential construction materials, introducing financial uncertainty. An extension is deemed necessary to ensure the viability of the project, which aligns with our community's need for diverse housing options.

Furthermore, the recent and unexpected increase in interest rates by the Bank of

Canada has created volatility in the marketplace for pre-sale condo townhomes. These rate hikes have affected both the developer's financing costs and potential buyer's ability to secure financing. An extension would provide the developer with the opportunity to adapt their financial strategies in response to this rapidly changing environment.

Additionally, the challenging market conditions in the Niagara Region, as indicated by the Niagara Association of Realtors, have led to declining home values and shifting market dynamics. These changes necessitate a reassessment of the project timelines, for dwelling types and sizes, to ensure its long-term viability and success. Granting an extension will allow the developer to adapt to these current market dynamics and make informed decisions.

Importantly, extending the draft plan of condo approval would help conserve our Township's valuable resources. Re-submitting the entire approval package and undergoing the approval process again would be resource-intensive for both the developer and our local government. We believe that an extension at this time is a pragmatic solution that aligns with efficient resource utilization.


In light of these challenges, our commitment to supporting responsible and sustainable development in our community, and a desire to help address the identified housing shortfall, we kindly request that AMO and the Provincial government consider the current issues faced by developers in communities across Ontario. The challenges outlined by this developer reflect a broader trend that warrants attention and will severely hamper the ability to achieve increased housing starts if not addressed.

We recommend that the decision-making process for future planning applications be allowed to be guided by a balanced approach that takes into account market conditions, historical precedence, and resource conservation. This approach should ultimately contribute to provide much-needed housing supply to communities like West Lincoln, albeit at slower rates than first contemplated.

We appreciate your attention to this matter and believe that addressing these challenges will help promote equitable development opportunities across the province. Please do not hesitate to reach out if you require any additional information or clarification on this issue.

We look forward to collaborating with AMO and the Provincial government to find solutions that support the growth and vitality of our community and others like it.

Sincerely,



Mayor Cheryl Ganann
cc.. Minister Paul Calandra
All AMO member municipalities



Courtenay Hoytfoz
Municipal Clerk
Township of Puslinch
7404 Wellington Rd 34
Puslinch, ON N0B 2J0
VIA EMAIL:
choytf@puslinch.ca

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
www.puslinch.ca

October 5, 2023

RE: Delegation Item 6.1 Delegation by Bruce Joy regarding Puslinch Minor Soccer

Please be advised that Township of Puslinch Recreation Advisory Committee, at its meeting held on October 3, 2023 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2023-020: Moved by Joanna Jefferson and
Seconded by Mary Christidis

That the delegation provided by Bruce Joy regarding Puslinch Minor Soccer be received for information and;

That the Recreation Advisory Committee forwards the delegation presentation material provided by Bruce Joy to Council for consideration for the October 18th, 2023 meeting.

CARRIED.

As per the above resolution, please accept a copy of this correspondence and the delegation material for your information and consideration.

Sincerely,

Laura Emery,
Communications and Committee Coordinator

P.M.S.C

Puslinch Rec Committee Meeting

Tuesday October 3, 2023

PREPUBOTS
P.M.S.C

AGENDA

- **Introduction**
- **Master Plan
Recommendations**
- **Current Field Status**
- **Proposal**

40 + years in existence

Non-Profit Organization

**Largest Minor Sports
Organization in Puslinch**

**Licensed by Canada Soccer as a
Quality Soccer Provider**

Over 500 members

Donated \$20,000 in 2020

**Lost Approximately \$ 15,000 in
2023**

**predators
p.m.s.c**





predators
P.M.S.C.

Master Plan (2014)

One Field per every 80 participants

**Long term need for 7.5 soccer
fields**

**Two additional fields be developed
at the PCC**

**Be prepared to explore alternative
options for providing soccer fields**

predators
P.M.S.C

Current Field Status

**One Full Sized Field at
Badenoch**



predators
p.m.s.c



Fields under Construction

- Intermediate Field at PCC
- Full sized Field at PCC (with lights)

*Proposal In lieu of
Reduced Fields*

**Township renews Field
Maintenance Contract at
Calvary Baptist Church**

**Township waives User
Fees in 2024/2025**

**Township takes over
painting lines**



predators
P.M.S.C

What are the
Future Plans for
Soccer Fields in the
Township of
Puslinch ?



predators
P.M.S.C

Thank you for
your time





Township of Puslinch
7404 Wellington Road 34
Puslinch, ON, N0B 2J0
T: (519) 763 – 1226
F: (519) 763 – 5846
www.puslinch.ca

Delegate Request

Meeting Date: October 18, 2023 10:00 am

Applicant Information

Applicant Name: Dufferin Aggregates / Kevin Mitchell

Mailing Address: [REDACTED]

Email Address: [REDACTED]

Telephone Number: [REDACTED]

Purpose of delegation (state position taken on issue, if applicable):

Presentation (verbal) to request Council
extend the timeframe for hauling from
Dufferin Aggregates Pit 2 on Victoria Road
to Aberfoyle Pit 1 on Brock Road from
November 15th to December 15th, 2023

I am submitting a formal presentation to accompany my delegation:

Yes:

No:

I will require the following audio-visual equipment:

PowerPoint:

Note: delegations are permitted to speak for 10 minutes. Your form or letter must be received 24 hours before the preparation of the Council agenda. This usually means at least one week prior to the Council meeting.

Personal Information collected on this form is collected under the authority of the Municipal Act and will be used only for the purposes of sending correspondence relating to matters before Council and for creating a record that is available to the general public in a hard copy format and on the internet in an electronic format in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Questions regarding the collection of this information may be directed to the Township Clerk's office.

The Township of Puslinch is committed to providing accessible formats and communication supports for people with a disability. If another format would work better for you, please contact the Township Clerk's office for assistance.

From: [Township of Puslinch](#)
To: [Justine Brotherston](#)
Subject: New Entry: Delegate Request
Date: Wednesday, September 27, 2023 7:16:53 PM

Type of Meeting

Council

Meeting Date

October 18, 2023

How many delegates are requesting to make this presentation?

Two (2)

Type of Delegation

This is a request to delegate on a general topic

Type of Presentation

This request is to present a verbal delegation

Type of Attendance

Via Zoom

Name of Delegate

Salar Chagpar

Mailing Address of Delegate

[REDACTED]

Phone Number of Delegate

[REDACTED]

Email Address of Delegate

[REDACTED]

Name of Second Delegate

Bob Minhas

Mailing Address of Second Delegate

[REDACTED]

Phone Number of Second Delegate

[REDACTED]

Email Address of Second Delegate

[REDACTED]

Purpose of delegation (state position taken on issue, if applicable)

To share details about the upcoming Digital Transformation Program to be delivered to Puslinch Employers in 2023 and 2024.

A formal presentation is being submitted to accompany the delegation

Yes

File Upload

[Town-of-Puslinch-DTP.pptx](#)

The delegation will require the use of audio-visual

equipment (power point presentation)

Yes

Acknowledgement

I (we) have read, understand and acknowledge the Rules and Procedures relating to Delegations as prescribed by the Procedural By-law 2022-046.

Sent from [Township of Puslinch](#)



Virtual Technology Training for Remote Communities (VTT-RC) in Puslinch **co-LEARN.co-LAB.co-SOLVE.**[®]

Prepared for:
Economic Development Team
County of Wellington

-
-
-
- **Today's Agenda**
-
-
-

- Introductions
- About Prepr
- About Virtual Technology Training for Remote Communities (VTT-RC) also known as the Digital Transformation Program (D.T.P.)



Connecting Ecosystems, One Virtual Lab at a time.

Collaboratively working with key organizations whose mission and vision aligns with ours to support public and private sector partnerships to close the gap between the skills and innovation ecosystem and support economic growth and development in Canada & beyond.



MADE IN
CANADA
FABRIQUÉ
AU CANADA



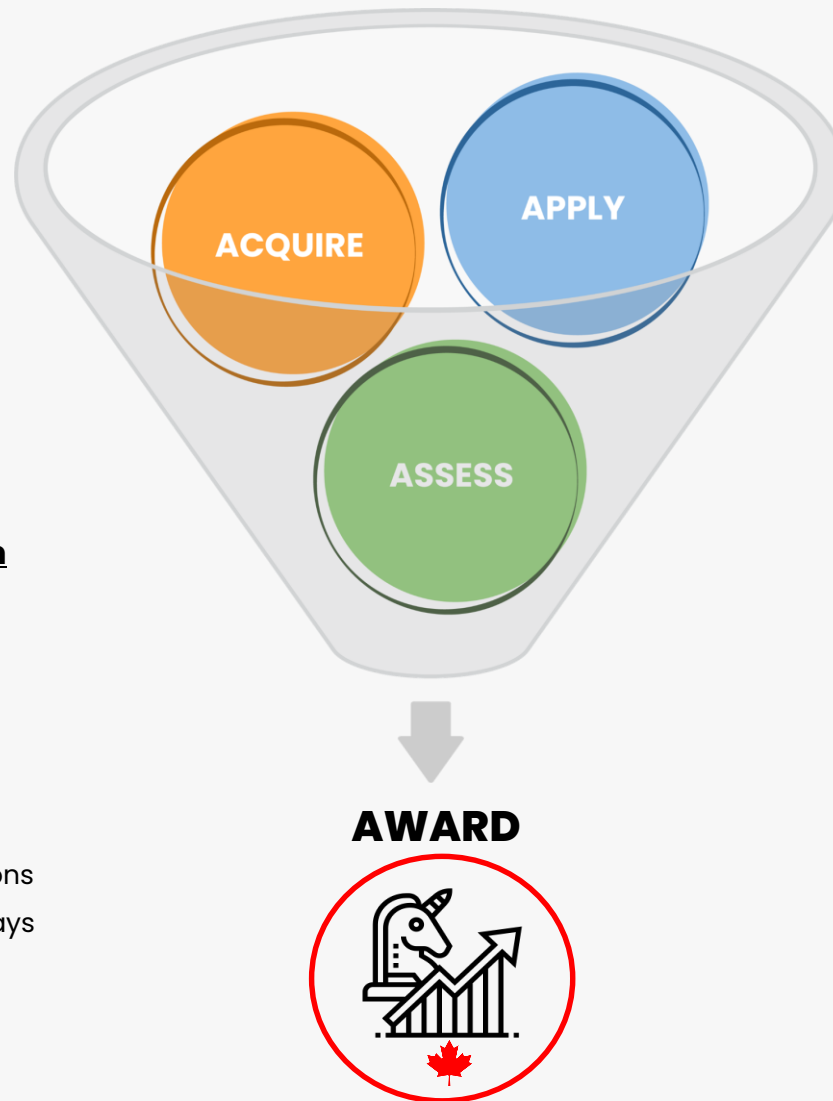
Prepr Use Cases

ACQUIRE skills thru hands-on training via:

- PSE institutions
- Entrepreneur bootcamps
- Workplaces
- Unions
- IT training providers
- Self-directed learning

AWARD and recognize proven skills based on:

- Acquisition of defined competencies
- Project outputs based on job requirements
- Microcredentials
- Professional standards and certifications
- Continuing Education Learning Pathways



APPLY skills to real-world challenges:

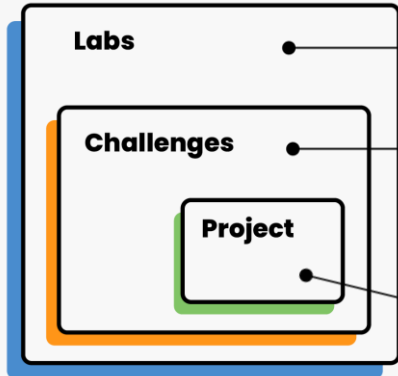
- Interdisciplinary project teams
- Cross-organizational partnerships
- Work-integrated learning (WIL)
- Start-ups
- Case studies

ASSESS skills in a competitive real world environment :

- Candidate screening, hiring and promotion
- PLAR
- WIL, intern, apprentice matching
- Onboarding
- Team building



Prepr's Learn Lab Platform: Skills & Innovation Hub



Labs: Within each Lab are a number of related Challenges.

Challenges: provide the opportunity to learn by doing and showcase learners' skills.

Projects are created based on the Challenge.

Learners either choose or are assigned a Lab that has a specific theme and purpose.

Once they join a Lab they will be able to see the related Challenges, along with associated Resources and a discussion space. Think of it as a virtual collaboration space.

Learners read the Challenge description and start a Project.

Quick Dashboard

Challenges

Skills Challenge

Start Challenge

My WIL Project

Learners see all the Projects submitted to each Challenge.

Learners start a challenge by creating a project. They invite other learners to their project team

Project

My Business Project

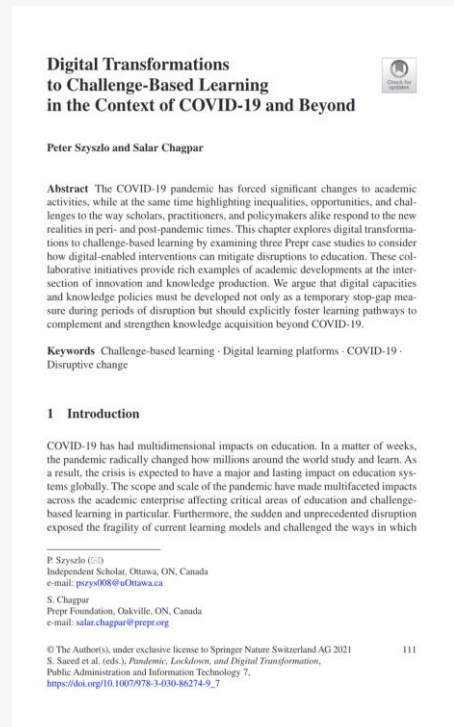
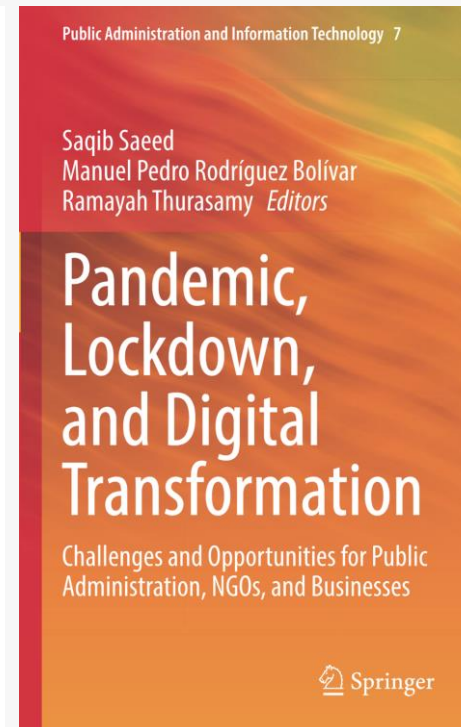
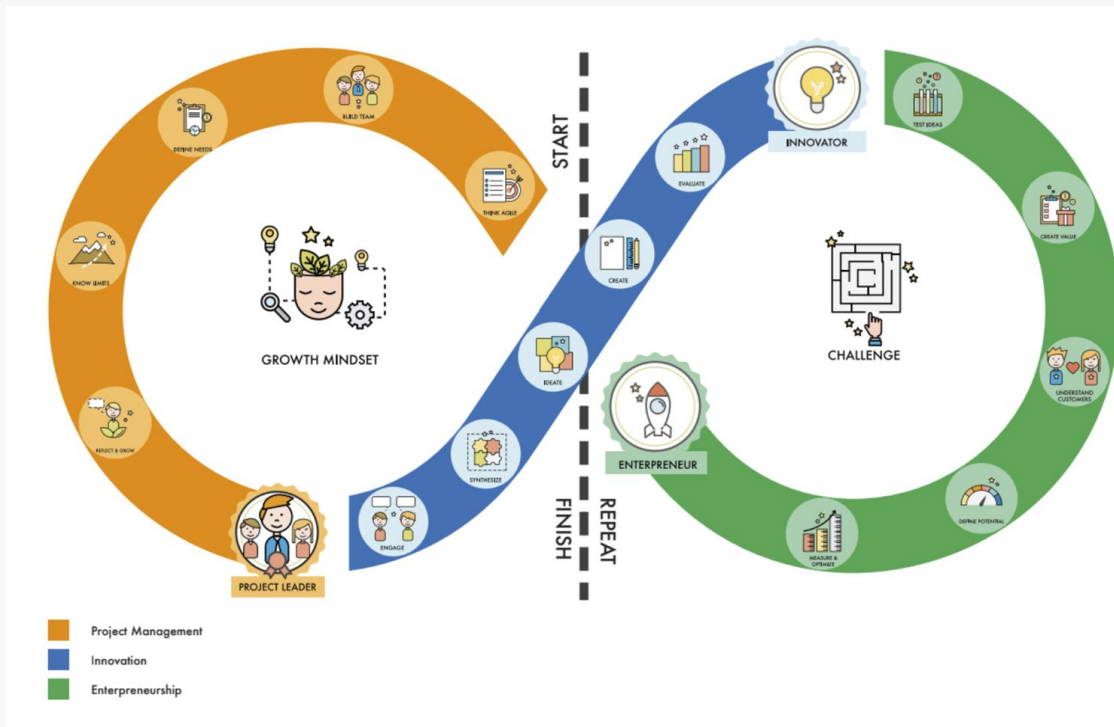
Submit

Learners' project pitch template and task list will guide them through the steps to prepare it for submission

Once they submit their Project to a Challenge, they can receive feedback and have their project assessed. Once this is done, they will receive a micro-credential to verify the skills learned, and to showcase their project on their resume and LinkedIn profile!



P.I.E.[®] (Project Leadership, Innovation, Entrepreneurship) = Entrepreneurial WIL – 8 Years Tested, Researched, Published.



Proven Results

- MTLSD Skills Catalyst –Flexible Upskilling Network (F.U.N.) Program Results
 - 79% Gained employment
 - 45.6% Women
 - 73.8% identified as racialized
 - 180+ trained
 - 47 employers added to Employer Network
 - 95% satisfied or very satisfied with the program
- CEWIL iHUB - University of Alberta KinCase Competition – Project Results
 - 110 iWIL experiences delivered
 - 22 team projects created
 - 12 indigenous organizations & members engaged



Prepr Partners



Youth Employment Skills Strategy (YESS) - 2021-2024
Skills for Success 2023-2024
Community Workforce Development Program 2023-2025



Innovative Work-Integrated Learning – iHUB - 2021



Skills Catalyst Fund (SCF) - 2020-2021



Virtual Technology Training for Remote Communities (VTT-RC)

Prepr's VTT-RC project is designed to help businesses in Puslinch build capacity and resilience through:

- Support **SME employers with technology adoption** through hands-on training for current employees, particularly related to email marketing, customer relationship management, social media management tools, data and analytics tools, and proposal management tools.
 - Providing a 1 hour introductory session by a digital transformation expert and provided hands-on challenge to help them plan their technology adoption plan
- Offering **digital skills training focused** on developing capabilities in the areas of **digital marketing, social media management, customer success and sales fundamentals**.
 - This training will be offered to **existing employees** to help them upskill
 - It will also be offered to **job seekers in Puslinch and area** so they will be ready to be matched with a local employer upon graduation



Project Targets

- A minimum of 20 participating employers in Puslinch, targeting small and mid-sized businesses that will benefit from digital transformation work in the areas of marketing, sales and customer service
- 50 participants will be served (25 employees, 25 job seekers), with a minimum 75% from one or more under-represented groups including
 - 60% Women
 - 10% People of Colour
 - 5.5% Newcomers (With PR or Refugee Status)
- 20 job seekers (80%) will become employed/self-employed as a direct result of this project
- 16 of workers (72%) will either receive greater job responsibilities, earn a more senior position or be identified by their employer as being ready to transition to a more senior role in the near future.



Key Activities

Community Workforce Planning in collaboration with community-based organization partners and employers in the region. This aspect of the project activities will be undertaken within the first two quarters to ensure that this information can be used to further refine the training design and supports provided to the local community.

- SMEs will be recruited through partners and direct outreach campaigns (phone calls and emails). Subsequently, employer assessments will be conducted to capture the labour needs related to vacancies and upskilling and re-skilling
- Data will be gathered and analyzed to further understand the areas of economic growth in the community; and
- A community workforce profile including details on demographic groups will be developed



Key Activities

Training & tools implementation to support learning. As a virtual training program we will deploy our Learn Lab Innovation & Skills Platform to maximize impact and allow employers to offer the training in the workplace minimizing disruption to operations. The training for employees and job seekers will leverage and extend Prepr's existing programming. As part of this activity Prepr will:

- Deploy our Learn Lab platform and enhance it over the first two quarters through integration with other program delivery tools such as Airmeet and Google Apps.
- Hold focus groups with partners and employers to understand the needs of employers in the community and tailoring programming to be highly relevant and impactful
- Tailor Prepr's training to meet the needs of local employers while leveraging our PIE framework (Project Leadership, Innovation & Entrepreneurship), our Digital Capability Labs, and the work Prepr is doing related to Skills for Success (SFS)



Key Activities

- **Employer & Participant Recruitment.** Employers will be recruited through our partners and via direct outreach. Hold focus groups with partners and employers to understand the needs of employers in the community and tailoring programming to be highly relevant and impactful
 - One on one calls will be conducted to introduce employers to the program, capture their current needs and pain points and share how the training program and technology adoption can benefit them. As part of employer on-boarding, employers will be asked to complete an application form providing general information about the business size, age, location, and industry.
 - Workers will be nominated by employers who have been accepted into the program and complete a screening process. Employees from underrepresented groups such as women, visible minorities and newcomers who have the potential to be promoted will be given priority.
 - For the 45 job-seekers, recruitment will happen both locally through community-based organizations as well as digitally through geo-targeted ads and through Prepr's reach leveraging job networks. Individuals from equity-deserving groups including women, individuals from Black and racialized communities and newcomers who have been in Canada less than 5 years.



Key Activities

- **Training & Job Matching** for both employees and job-seekers in the areas of digital and soft skills. Training will be delivered virtually to maximize the ease of action for participants and employers. Two training modalities will be used:
 - For workers: A hybrid delivery model will include instructor-led discussions, office hours, self-paced training and hands-on learning challenges. This will be delivered over an 8 week period and require 80 hours of effort.
 - For job-seekers: Training will consist of 2 weeks of intensive instructor-led training followed by a hybrid training approach to support participants as they transition into the workplace. This will require 120+ hours of effort.

Program graduates will be matched with participating employers who will benefit from their skills to support their digital transformation efforts. A wage subsidy will be offered.



Key Activities

Knowledge Mobilization through our industry partnerships within the sector, we will actively structure in-person events and webinars and communication to keep the community aware of the evolution of the program.

- This will start with disseminating the Community Workforce Plan developed as part of milestone 4. It will also involve events to help employers better understand how they can leverage technology to support their marketing, sales and service functions to drive growth.
- Three of Prepr's senior team members have collectively supported over 350 SMEs with growth activities including technology adoption. This deep industry expertise is invaluable to ensure the employers success with this initiative.



How can Partners in the Community support VTT-RC?

- Supporting with employer engagement and recruitment in Puslinch through various means such as:
 - Dissemination through email and social media
 - Joining in on 4 live events and 1 virtual to let employers in the area know about the program and to participate in focus groups
 - Identifying employers in the community and making direct introductions

This includes engagement across multiple phases of the project:

- Community workforce planning & focus groups
- Enrollment of businesses to support with digital transformation and employee training
- Supporting job placement with local employers for job-seekers who graduate from training



Questions?



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AU CANADA



10
YEARS OF



Bob Minhas

Project Manager - DTP
bob@prepr.org

Salar Chagpar

Chief Visioneer
salar.chagpar@prepr.org





REPORT FIN-2023-027

TO: Mayor and Members of Council

PREPARED BY: Mirela Oltean, Deputy Treasurer

PRESENTED BY: Mary Hasan, Director of Finance/Treasurer

MEETING DATE: October 18, 2023

SUBJECT: Second Quarter Financial Report – 2023
File: F05 – BUD

RECOMMENDATIONS

THAT Report FIN-2023-027 entitled Second Quarter Financial Report – 2023 be received.

DISCUSSION

Purpose

The purpose of this report is to provide Council a summary of the Township finances for the Second Quarter of 2023 (April, May, June).

Background

Council receives a summary of the Township finances on a quarterly basis as required by the Township's annual audit. This report is prepared in consultation with department heads.

Financial Implications

Discussed throughout the Report and within the Schedules attached to the Report.

Applicable Legislation and Requirements

None

Engagement Opportunities

N/A

Attachments

Schedule A – Departmental Detail

Schedule B – Expense and Revenue Summary

Schedule C – Other Financial Data

Respectfully submitted:

Mary Hasan

Director of Finance/Treasurer

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Building					
Building Expenditures					
Building Maintenance					
Municipal Office Costs Recovered from Building	\$0	\$0	\$20,387	20,387	100%
Contract Services/Professional Fees					
Contract Services	\$20,608	\$36,571	\$35,932	72,503	50%
Professional Fees - Audit	\$5,043	\$5,043	\$1,557	6,600	24%
Professional Fees - Engineering & Environmental	\$0	\$0	\$40,000	40,000	100%
Professional Fees - Legal	\$113	\$225	\$19,775	20,000	99%
Materials and Supplies					
Advertising	\$37	\$37	\$1,678	1,715	98%
Clothing, Safety Allowance	\$158	\$158	\$562	720	78%
Office Equipment and Supplies					
Computer Software & Hardware	\$73	\$73	\$227	300	76%
Office Supplies & Equipment	\$398	\$633	\$867	1,500	58%
Professional Development					
Professional Development	\$1,784	\$2,422	\$10,887	13,309	82%
Travel - Meals	\$0	\$0	\$250	250	100%
Travel - Accommodations & Parking	\$0	\$0	\$2,000	2,000	100%
Membership & Subscription Fees	\$2,057	\$4,067	\$645	4,711	14%
Salaries, Wages and Benefits					
FT Wages	\$87,729	\$156,224	\$168,720	324,944	52%
Group Benefits	\$8,609	\$14,092	\$22,713	36,805	62%
OT Wages	\$0	\$0	\$500	500	100%
PT Wages	\$0	\$0	\$0	0	N/A
WSIB	\$2,555	\$4,327	\$5,809	10,136	57%
FT Wage Related Expenses	\$17,465	\$30,792	\$28,664	59,457	48%
PT Wage Related Expenses	\$0	\$0	\$0	0	N/A

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Utilities					
Emergency Management	\$88	\$177	\$353	530	67%
Fuel	\$0	\$0	\$2,016	2,016	100%
Insurance	\$0	\$13,031	\$516	13,547	4%
Postage	\$0	\$540	\$460	1,000	46%
Communication (phone,fax,internet)	\$756	\$1,212	\$1,983	3,196	62%
Bank Service Charges	\$1,472	\$2,459	\$2,941	5,400	54%
Vehicles and Equipment					
Mileage	\$298	\$298	\$202	500	40%
Vehicle Maintenance	\$61	\$1,425	-\$425	1,000	-42%
Vehicle Plates	\$0	\$0	\$125	125	100%
Expenditures Total	\$149,304	\$273,805	\$369,345	643,150	57%
Revenues					
Recoveries					
Other Recoveries	-\$3,078	-\$3,078	\$2,578	-500	-516%
User Fees, Licenses and Fines					
Alternative Solution Application	\$0	\$0	-\$569	-569	100%
Demolition Permits	-\$704	-\$880	-\$620	-1,500	41%
Designated Structures Permit	-\$473	-\$473	-\$1,527	-2,000	76%
Farm Building Permits	\$0	\$0	-\$24,000	-24,000	100%
Institutional, Commercial & Industrial Building Permits	\$0	-\$227	-\$30,853	-31,080	99%
Occupancy Permits	-\$704	-\$1,220	-\$4,480	-5,700	79%
Online Service Fee	-\$475	-\$558	-\$3,742	-4,300	87%
Re-inspection fees	\$0	\$0	-\$352	-352	100%
Residential Building Permits	-\$69,604	-\$138,289	-\$281,711	-420,000	67%
Revision to a Permit	-\$1,062	-\$1,416	-\$3,284	-4,700	70%
Septic System Permit - Alter	-\$1,064	-\$1,596	-\$3,344	-4,940	68%
Septic System Permit - New	-\$2,836	-\$5,395	-\$28,605	-34,000	84%
Sign Permits	-\$295	-\$295	-\$955	-1,250	76%
Tent or Marquee Fee	-\$948	-\$948	-\$2,552	-3,500	73%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Transfer of Permit	-\$176	-\$176	-\$324	-500	65%
Reproduction of Digital Drawings Fees	\$0	\$0	-\$350	-350	100%
Revenues Total	-\$81,419	-\$154,551	-\$384,690	-539,241	71%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
By-law					
By-law					
Expenditures					
Contract Services/Professional Fees					
Contract Services	\$4,983	\$7,131	\$10,796	17,928	60%
Livestock Loss	\$0	\$0	\$353	353	100%
Professional Fees - Engineering & Environmental	\$6,044	\$9,959	\$8,041	18,000	45%
Professional Fees - Legal	\$26,214	\$38,648	-\$8,648	30,000	-29%
Materials and Supplies					
Advertising	\$0	\$0	\$1,500	1,500	100%
Clothing, Safety Allowance	\$47	\$47	\$213	260	82%
Signage	\$40	\$100	\$1,700	1,800	94%
Office Equipment and Supplies					
Office Supplies & Equipment	\$114	\$114	\$36	150	24%
Professional Development					
Professional Development	\$0	\$1,550	\$350	1,900	18%
Travel - Meals	\$0	\$0	\$50	50	100%
Travel - Accommodations & Parking	\$0	\$0	\$250	250	100%
Membership & Subscription Fees	\$129	\$363	-\$123	240	-51%
Salaries, Wages and Benefits					
FT Wages	\$16,370	\$29,016	\$34,227	63,243	54%
Group Benefits	\$1,258	\$2,512	\$2,627	5,139	51%
OT Wages	\$0	\$330	\$170	500	34%
PT Wages	\$0	\$0	\$700	700	100%
WSIB	\$455	\$765	\$1,319	2,084	63%
FT Wage Related Expenses	\$3,080	\$5,424	\$6,379	11,803	54%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Utilities					
Fuel	\$0	\$0	\$2,016	2,016	100%
Insurance	\$0	\$10,586	\$67	10,653	1%
Communication (phone,fax,internet)	\$222	\$282	\$470	752	62%
Vehicles and Equipment					
Mileage	\$0	\$0	\$500	500	100%
Vehicle Maintenance	\$0	\$0	\$500	500	100%
Vehicle Plates	\$0	\$0	\$125	125	100%
Expenditures Total	\$58,955	\$106,829	\$63,617	170,446	37%
Revenues					
Recoveries					
Engineering, Environmental, and Legal Fees Recovered	-\$4,182	-\$8,243	-\$4,757	-13,000	37%
Ontario Wildlife Damage Compensation	\$0	\$0	-\$353	-353	100%
Other Recoveries	-\$100	-\$100	-\$157	-257	61%
User Fees, Licenses and Fines					
Dog Tags and Kennel Licences	-\$3,269	-\$8,963	-\$4,913	-13,876	35%
Fence Viewer's Application	\$0	\$0	\$0	0	N/A
Filming Permit Fee	\$0	\$0	-\$570	-570	100%
Inspection Permit - LCBO	\$0	\$0	-\$177	-177	100%
Lottery Licences	\$0	\$0	-\$100	-100	100%
Municipal addressing signs	-\$92	-\$176	-\$2,004	-2,180	92%
Pool Enclosure Permit	-\$244	-\$244	-\$7,933	-8,177	97%
Property Standards Appeal Fee	\$0	\$0	-\$290	-290	100%
Septic Compliance Letter	-\$257	-\$342	-\$775	-1,117	69%
Sign Permits	\$0	\$0	-\$113	-113	100%
Site Alteration Agreement	\$0	-\$200	-\$3,800	-4,000	95%
Special Events Permit	-\$599	-\$856	-\$856	-1,711	50%
Reinspection Fee	\$0	\$0	-\$375	-375	100%
Publicized Display Fees	\$0	\$0	-\$300	-300	100%
Revenues Total	-\$8,744	-\$19,124	-\$27,471	-46,596	59%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Fire and Rescue					
Fire and Rescue					
Expenditures					
Contract Services/Professional Fees					
Contract Services	\$86,277	\$132,895	\$66,839	199,734	33%
Materials and Supplies					
Advertising	\$0	\$0	\$1,000	1,000	100%
Clothing, Safety Allowance	\$1,707	\$4,077	\$17,175	21,252	81%
Oxygen & Medical Supplies	\$1,068	\$1,424	\$1,676	3,100	54%
Public Education	\$515	\$515	\$2,485	3,000	83%
Office Equipment and Supplies					
Office Supplies & Equipment	\$153	\$287	\$1,213	1,500	81%
Professional Development					
Professional Development	\$2,154	\$9,026	\$9,344	18,370	51%
Travel - Meals	\$0	\$109	\$891	1,000	89%
Travel - Accommodations & Parking	\$0	\$153	\$2,347	2,500	94%
Membership & Subscription Fees	\$405	\$960	\$2,625	3,585	73%
Salaries, Wages and Benefits					
Group Benefits	\$2,315	\$12,437	\$6,466	18,903	34%
WSIB	\$3,507	\$5,845	\$6,586	12,431	53%
Remuneration	\$136,622	\$226,829	\$153,322	380,151	40%
Remuneration Related Expenses	\$11,589	\$17,015	\$16,942	33,958	50%
Utilities					
Fuel	\$0	\$0	\$19,350	19,350	100%
Insurance	\$0	\$52,930	\$334	53,264	1%
Communication (phone,fax,internet)	\$1,203	\$1,680	\$4,436	6,117	73%
Vehicles and Equipment					

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Equipment Maintenance & Supplies	\$1,423	\$5,251	\$19,749	25,000	79%
Mileage	\$423	\$605	\$1,395	2,000	70%
Permits	\$0	\$541	-\$34	507	-7%
Vehicle Maintenance	\$24,985	\$36,940	\$3,060	40,000	8%
Vehicle Plates	\$0	\$0	\$265	265	100%
Expenditures Total	\$274,345	\$509,521	\$337,467	846,988	40%
Revenues					
Grants					
Office of Fire Marshal Grants	\$0	\$0	\$0	0	N/A
Recoveries					
Other Recoveries	-\$117	-\$117	-\$9,320	-9,437	99%
User Fees, Licenses and Fines					
Boarding up or Barricading	\$0	\$0	\$0	0	N/A
Burning Permit Violations	\$0	\$0	-\$1,086	-1,086	100%
Carbon Monoxide Alarms and Smoke Alarms	\$0	\$0	\$0	0	N/A
Fire Alarm False Alarm Calls	\$0	\$0	\$0	0	N/A
Fire Extinguisher Training	\$0	\$0	-\$563	-563	100%
Fire Safety Plan Review	\$0	-\$133	-\$140	-273	51%
Fireworks Permits	\$0	\$0	-\$113	-113	100%
Information/Fire Reports	-\$257	-\$342	-\$171	-513	33%
Inspections	\$0	\$0	\$0	0	N/A
Key Boxes	\$0	\$0	-\$505	-505	100%
Motor Vehicle Emergency Responses	-\$34,818	-\$34,818	-\$58,543	-93,361	63%
Occupancy Load	\$0	\$0	\$0	0	N/A
Open Burning Permit and Inspection	-\$7,491	-\$12,763	-\$2,237	-15,000	15%
Post Fire Watch	\$0	\$0	\$0	0	N/A
Water Tank Locks	\$0	\$0	-\$20	-20	100%
Revenues Total	-\$42,682	-\$48,172	-\$72,699	-120,871	60%

Report FIN-2023-027 - Second Quarter Financial Report - 2023

Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
General Government					
Administration					
Expenditures					
Contract Services/Professional Fees					
Contract Services	\$32,479	\$34,036	\$23,754	57,790	41%
Professional Fees - Engineering & Environmental	\$9,453	\$9,820	\$34,603	44,423	78%
Professional Fees - Legal	\$44,333	\$47,120	-\$18,620	28,500	-65%
Professional Fees - Township-wide Groundwater Monitoring	\$573	\$573	\$3,427	4,000	86%
Materials and Supplies					
Advertising	\$454	\$2,545	\$10,965	13,510	81%
Clothing, Safety Allowance	\$0	\$0	\$500	500	100%
Events and Other	\$754	\$1,037	\$10,561	11,598	91%
Office Equipment and Supplies					
Office Supplies & Equipment	\$248	\$494	\$806	1,300	62%
Professional Development					
Professional Development	\$4,541	\$9,233	\$3,067	12,300	25%
Travel - Air Fare	\$0	\$0	\$500	500	100%
Travel - Meals	\$0	\$0	\$100	100	100%
Travel - Accommodations & Parking	\$0	\$0	\$500	500	100%
Membership & Subscription Fees	\$9,633	\$16,571	\$455	17,025	3%
Salaries, Wages and Benefits					
FT Wages	\$100,856	\$179,476	\$257,135	436,610	59%
Group Benefits	\$8,133	\$17,016	\$23,686	40,701	58%
OT Wages	\$0	\$979	-\$479	500	-96%
PT Wages	\$2,280	\$4,015	\$4,425	8,440	52%
WSIB	\$2,634	\$4,603	\$8,395	12,998	65%
FT Wage Related Expenses	\$18,750	\$34,785	\$43,873	78,658	56%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
PT Wage Related Expenses	\$181	\$308	\$1,311	1,619	81%
Utilities					
Insurance	\$5,000	\$42,463	\$6,248	48,711	13%
Communication (phone,fax,internet)	\$153	\$256	\$498	754	66%
Vehicles and Equipment					
Mileage	\$33	\$33	\$167	200	83%
Expenditures Total	\$240,490	\$405,362	\$415,875	821,237	51%
Revenues					
Grants					
Ontario Cannabis Legalization Implementation Fund	\$0	\$0	\$0	0	N/A
Recoveries					
Engineering, Environmental, and Legal Fees Recovered	-\$2,125	-\$2,125	-\$7,875	-10,000	79%
Nestle Agreement	\$0	\$0	-\$500	-500	100%
Other Recoveries	\$0	\$0	-\$500	-500	100%
Recoveries from Staff Events	\$0	\$0	-\$1,300	-1,300	100%
User Fees, Licenses and Fines					
Signature of Commissioner and FOI Requests	-\$740	-\$1,245	-\$911	-2,156	42%
Revenues Total	-\$2,865	-\$3,370	-\$11,086	-14,456	77%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Corporate					
Expenditures					
Contract Services/Professional Fees					
Conservation Authorities Levy Payment	\$73,610	\$116,621	\$67,673	184,294	37%
Writeoffs					
Taxes written off (Twp share only)	\$24,751	\$29,730	\$2,270	32,000	7%
Tax write off Accrual	\$0	\$0	\$0	0	N/A
Expenditures Total	\$98,362	\$146,351	\$69,943	216,294	32%
Revenues					
Grants					
Operating Donations	\$0	\$0	\$0	0	N/A
Provincial OMPF Operating Grant	-\$105,775	-\$211,550	-\$211,550	-423,100	50%
Payments-in-Lieu of Taxes and Other Levies					
PIL Mun Tax Assistance	-\$19,891	-\$19,891	-\$8,835	-28,726	31%
PIL Transportation Ministry	-\$34,078	-\$34,078	\$0	-34,078	0%
PIL Hydro One	-\$11,950	-\$11,950	-\$197	-12,147	2%
PIL Greater Toronto Transit Authority	-\$12,118	-\$12,118	\$0	-12,118	0%
IH Municipal Retained Portion	\$0	\$0	-\$6,310	-6,310	100%
PIL Guelph Junction Railway	-\$718	-\$718	-\$105	-824	13%
PIL County of Wellington Landfill	-\$8,651	-\$8,651	\$0	-8,651	0%
PIL City of Guelph	-\$37,334	-\$37,334	\$0	-37,334	0%
PIL University of Guelph	-\$778	-\$778	\$0	-778	0%
PIL Canadian National Railway	-\$311	-\$311	-\$46	-356	13%
PIL Canadian Pacific Railway	-\$1,052	-\$1,052	-\$154	-1,206	13%
Penalties and Interest					
Interest - Tax Arrears	-\$51,417	-\$96,027	-\$23,973	-120,000	20%
Interest on Cash and Equivalents	-\$75,230	-\$164,649	\$67,649	-97,000	-70%
Penalties - Property Taxes	-\$11,568	-\$23,626	-\$66,374	-90,000	74%
Property Taxes					
Supplemental Billings	-\$2,477	-\$2,477	-\$134,523	-137,000	98%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
User Fees, Licenses and Fines					
Other Revenues	\$0	\$0	\$0	0	N/A
Revenues Total	-\$373,347	-\$625,209	-\$384,418	-1,009,627	38%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Council					
Expenditures					
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$30	\$170	200	85%
Professional Development					
Professional Development	\$534	\$534	\$2,666	3,200	83%
Travel - Air Fare	\$0	\$0	\$500	500	100%
Travel - Meals	\$0	\$46	\$154	200	77%
Travel - Accommodations & Parking	\$0	\$508	\$2,992	3,500	85%
Membership & Subscription Fees	\$0	\$0	\$0	0	N/A
Salaries, Wages and Benefits					
Group Benefits	\$4,800	\$9,122	\$15,537	24,659	63%
Remuneration	\$29,464	\$52,575	\$56,865	109,440	52%
Remuneration Related Expenses	\$1,702	\$2,977	\$5,669	8,646	66%
Vehicles and Equipment					
Mileage	\$33	\$113	\$687	800	86%
Expenditures Total	\$36,534	\$65,905	\$85,240	151,145	56%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Elections					
Expenditures					
Contract Services/Professional Fees					
Professional Fees - Audit	\$47	\$47	\$1,503	1,550	97%
Contract Services	\$0	\$0	\$1,476	1,476	100%
Materials and Supplies					
Advertising	\$0	\$0	\$0	0	N/A
Signage	\$0	\$0	\$0	0	N/A
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$0	0	N/A
Professional Development					
Professional Development	\$0	\$0	\$0	0	N/A
Salaries, Wages and Benefits					
Per Diems	\$0	\$0	\$0	0	N/A
Utilities					
Postage	\$0	\$0	\$0	0	N/A
Expenditures Total	\$47	\$47	\$2,979	3,026	98%
Revenues					
Recoveries					
Election - Other Recoveries	\$0	\$0	\$0	0	N/A
Nomination Fees	\$700	\$0	\$0	0	N/A
Revenues Total	\$700	\$0	\$0	0	N/A

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Finance					
Expenditures					
Community Grants					
Community Grants	-\$133	\$11,982	\$133	12,115	1%
Contract Services/Professional Fees					
Contract Services	\$27,411	\$35,967	\$28,701	64,667	44%
Environmental Service - Garbage Bags	\$0	\$1,519	\$2,481	4,000	62%
Professional Fees - Audit	\$11,768	\$11,768	\$3,632	15,400	24%
Debt - Penalties and Interest					
Debt Interest Repayment	\$0	\$0	\$0	0	N/A
Principal Repayment	\$0	\$0	\$0	0	N/A
Materials and Supplies					
Advertising and Tax Sale Expenses	\$10,226	\$10,389	\$2,605	12,994	20%
COVID-19 Incremental Expenses	\$0	\$0	\$0	0	N/A
Office Equipment and Supplies					
Computer Software & Hardware	\$271	\$1,135	-\$135	1,000	-14%
Office Supplies & Equipment	\$950	\$2,778	\$2,222	5,000	44%
Professional Development					
Travel - Meals	\$0	\$0	\$100	100	100%
Travel - Accommodations & Parking	\$0	\$0	\$1,000	1,000	100%
Membership & Subscription Fees	\$89	\$1,172	\$1,942	3,114	62%
Professional Development	\$2,814	\$2,814	\$1,745	4,559	38%
Salaries, Wages and Benefits					
FT Wages	\$94,248	\$167,164	\$238,069	405,233	59%
OT Wages	\$0	\$0	\$500	500	100%
Group Benefits	\$11,925	\$22,361	\$25,775	48,136	54%
WSIB	\$3,051	\$4,995	\$7,627	12,622	60%
PT Wages	\$14,759	\$26,144	-\$26,144	0	N/A
FT Wage Related Expenses	\$19,187	\$33,581	\$40,406	73,987	55%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
PT Wage Related Expenses	\$1,406	\$2,443	-\$2,443	0	N/A
Utilities					
Communication (phone,fax,internet)	\$1,170	\$2,003	\$3,515	5,518	64%
Postage	\$840	\$7,329	\$4,871	12,200	40%
Emergency Management	\$309	\$515	\$721	1,236	58%
Bank Service Charges	\$3,435	\$5,738	\$5,262	11,000	48%
Vehicles and Equipment					
Mileage	\$0	\$0	\$200	200	100%
Writeoffs					
Other Write-offs	\$0	\$10,138	-\$10,138	0	N/A
Expenditures Total	\$203,725	\$361,935	\$332,646	694,582	48%
Revenues					
Grants					
Safe Restart COVID-19 Funding	\$0	\$0	\$0	0	N/A
Recoveries					
Advertising, Legal, and Realtax Fees Recovered	\$0	-\$10,018	-\$3,982	-14,000	28%
Garbage bags	-\$1,305	-\$2,390	-\$1,610	-4,000	40%
Other Recoveries	-\$81	-\$81	-\$1,419	-1,500	95%
User Fees, Licenses and Fines					
NSF Fees	-\$216	-\$474	-\$129	-604	21%
Tax Certificates	-\$2,911	-\$5,099	-\$3,841	-8,940	43%
Online Service Fee	-\$631	-\$1,273	-\$727	-2,000	36%
Revenues Total	-\$5,144	-\$19,336	-\$11,708	-31,044	38%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Heritage Committee					
Expenditures					
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$1,833	1,833	100%
Professional Development					
Professional Development	\$417	\$417	\$1,073	1,490	72%
Travel - Meals	\$0	\$0	\$150	150	100%
Travel - Accommodations & Parking	\$0	\$0	\$2,260	2,260	100%
Membership & Subscription Fees	\$0	\$177	\$0	177	0%
Salaries, Wages and Benefits					
Group Benefits	\$0	\$0	\$38	38	100%
WSIB	\$0	\$0	\$219	219	100%
PT Wage Related Expenses	\$129	\$129	\$1,154	1,283	90%
Per Diems and PT Wages	\$1,760	\$1,760	\$8,006	9,766	82%
Vehicles and Equipment					
Mileage	\$0	\$0	\$760	760	100%
Expenditures Total	\$2,306	\$2,484	\$15,493	17,977	86%
Revenues					
Grants					
Federal Young Canada Works Operating Grant	\$0	\$0	-\$5,700	-5,700	100%
Recoveries					
Doors of Puslinch Posters	\$0	\$0	-\$4,248	-4,248	100%
Revenues Total	\$0	\$0	-\$9,948	-9,948	100%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Municipal Office					
Expenditures					
Building Maintenance					
Cleaning, Maintenance & Supplies - Interior	\$5,070	\$7,329	\$18,617	25,946	72%
Outdoor Maintenance	\$0	\$70	\$1,230	1,300	95%
Contract Services/Professional Fees					
Contract Services	\$238	\$2,077	\$3,924	6,000	65%
Water Protection	\$1,494	\$1,526	-\$526	1,000	-53%
Office Equipment and Supplies					
Kitchen Supplies & Equipment	\$2,829	\$4,092	\$408	4,500	9%
Utilities					
Heat	\$5,034	\$10,383	\$1,117	11,500	10%
Hydro	\$4,949	\$8,732	\$6,268	15,000	42%
Waste Removal	\$874	\$1,454	\$1,258	2,712	46%
Expenditures Total	\$20,488	\$35,663	\$32,295	67,958	48%
Revenues					
Recoveries					
Municipal Office Costs Recovered from Building Department	\$0	\$0	-\$20,387	-20,387	100%
Revenues Total	\$0	\$0	-\$20,387	-20,387	100%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
PDAC					
Expenditures					
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$100	100	100%
Professional Development					
Professional Development	\$0	\$0	\$500	500	100%
Travel - Meals	\$0	\$0	\$50	50	100%
Travel - Accommodations & Parking	\$0	\$0	\$500	500	100%
Salaries, Wages and Benefits					
Per Diems	\$0	\$0	\$4,923	4,923	100%
Vehicles and Equipment					
Mileage	\$0	\$0	\$150	150	100%
Expenditures Total	\$0	\$0	\$6,223	6,223	100%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Recreation Committee					
Expenditures					
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$100	100	100%
Professional Development					
Professional Development	\$0	\$521	-\$21	500	-4%
Travel - Meals	\$0	\$0	\$50	50	100%
Travel - Accommodations & Parking	\$0	\$0	\$500	500	100%
Salaries, Wages and Benefits					
Per Diems	\$0	\$0	\$1,641	1,641	100%
Vehicles and Equipment					
Mileage	\$0	\$0	\$150	150	100%
Expenditures Total	\$0	\$521	\$2,420	2,941	82%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Youth Committee					
Expenditures					
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$500	500	100%
Expenditures Total	\$0	\$0	\$500	500	100%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Parks and Recreation					
Library					
Expenditures					
Utilities					
Water Protection	\$998	\$1,284	\$966	2,250	43%
Library Historical Society Rent	\$1,883	\$3,014	\$2,426	5,440	45%
Expenditures Total	\$2,881	\$4,298	\$3,392	7,690	44%
Revenues					
Recoveries					
Costs Recovered from County	\$0	\$0	-\$3,300	-3,300	100%
Revenues Total	\$0	\$0	-\$3,300	-3,300	100%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Parks					
Expenditures					
Contract Services/Professional Fees					
Contract Services	\$0	\$0	\$2,294	2,294	100%
Water Protection	\$0	\$0	\$500	500	100%
Materials and Supplies					
Advertising	\$0	\$0	\$2,100	2,100	100%
Outdoor Maintenance	\$2,010	\$2,010	\$10,990	13,000	85%
Salaries, Wages and Benefits					
FT Wages	\$41,557	\$41,557	\$68,966	110,523	62%
Group Benefits	\$4,963	\$4,963	\$10,254	15,218	67%
OT Wages	\$2,198	\$2,198	-\$1,198	1,000	-120%
PT Wages	\$0	\$0	\$0	0	N/A
WSIB	\$793	\$793	\$2,854	3,647	78%
FT Wage Related Expenses	\$7,576	\$7,576	\$13,548	21,124	64%
PT Wage Related Expenses	\$0	\$0	\$0	0	N/A
Utilities					
Fuel	\$0	\$0	\$3,534	3,534	100%
Hydro	\$602	\$893	\$1,807	2,700	67%
Insurance	\$0	\$10,586	\$67	10,653	1%
Vehicles and Equipment					
Equipment Maintenance & Supplies	\$1,762	\$3,204	-\$1,404	1,800	-78%
Mileage	\$0	\$0	\$0	0	N/A
Vehicle Maintenance	\$32	\$32	-\$32	0	N/A
Expenditures Total	\$61,493	\$73,812	\$114,280	188,092	61%
Revenues					
Recoveries					
Other Recoveries	-\$800	-\$800	\$800	0	N/A
User Fees, Licenses and Fines					
Aberfoyle/Morrison Ball Park/ Morrison Meadows	-\$1,746	-\$1,746	-\$6,729	-8,475	79%
Horse Paddock Rental	-\$80	-\$80	\$23	-57	-40%
Picnic Shelter	\$0	\$0	-\$1,159	-1,159	100%
Soccer Field Rentals	-\$979	-\$979	-\$3,444	-4,423	78%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Tennis Court Rentals	\$0	\$0	-\$800	-800	100%
Revenues Total	-\$3,605	-\$3,605	-\$11,309	-14,914	76%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Optimist Recreation Center					
Expenditures					
Building Maintenance					
Cleaning, Maintenance & Supplies - Interior	\$2,075	\$5,240	\$560	5,800	10%
Outdoor Maintenance	\$2,456	\$4,105	\$3,895	8,000	49%
Contract Services/Professional Fees					
Contract Services	\$0	\$341	\$1,274	1,615	79%
Water Protection	\$572	\$819	\$181	1,000	18%
Materials and Supplies					
Advertising	\$189	\$189	\$1,911	2,100	91%
Clothing, Safety Allowance	\$385	\$589	\$11	600	2%
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$150	150	100%
Professional Development					
Professional Development	\$0	\$0	\$1,000	1,000	100%
Travel - Meals	\$0	\$0	\$50	50	100%
Membership & Subscription Fees	\$0	\$0	\$150	150	100%
Salaries, Wages and Benefits					
FT Wages	\$13,507	\$25,627	\$33,278	58,906	56%
Group Benefits	\$855	\$2,130	\$3,220	5,350	60%
OT Wages	\$489	\$2,271	\$1,729	4,000	43%
WSIB	\$827	\$1,515	\$1,630	3,145	52%
PT Wages	\$8,099	\$23,397	\$9,875	33,272	30%
FT Wage Related Expenses	\$2,661	\$4,980	\$6,727	11,707	57%
PT Wage Related Expenses	\$1,083	\$2,500	\$3,883	6,382	61%
Utilities					
Heat	\$2,156	\$4,300	\$1,700	6,000	28%
Hydro	\$16,620	\$26,660	-\$1,660	25,000	-7%
Insurance	\$0	\$10,586	\$67	10,653	1%
Waste Removal	\$688	\$1,144	\$991	2,135	46%
Communication (phone,fax,internet)	\$878	\$1,323	\$1,293	2,616	49%
Vehicles and Equipment					

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Equipment Maintenance & Supplies	\$2,662	\$11,837	-\$4,967	6,870	-72%
Mileage	\$0	\$0	\$100	100	100%
Expenditures Total	\$56,201	\$129,553	\$67,047	196,600	34%
Revenues					
Recoveries					
Other Recoveries	\$0	-\$353	-\$47	-400	12%
User Fees, Licenses and Fines					
Arena Summer Rentals	-\$961	-\$820	-\$12,180	-13,000	94%
Gymnasium Rental	-\$6,362	-\$14,506	-\$10,494	-25,000	42%
Ice Rental - Non-Prime	\$0	\$0	-\$628	-628	100%
Ice Rental - Prime	-\$184	-\$23,542	-\$15,266	-38,808	39%
Rink Board and Ball Diamond Advertising	\$0	-\$798	-\$819	-1,617	51%
Revenues Total	-\$7,507	-\$40,019	-\$39,434	-79,453	50%

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	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Puslinch Community Center					
Expenditures					
Building Maintenance					
Cleaning, Maintenance & Supplies - Interior	\$780	\$1,067	\$8,933	10,000	89%
Outdoor Maintenance	\$7,236	\$8,325	-\$4,325	4,000	-108%
Contract Services/Professional Fees					
Contract Services	\$223	\$1,448	\$3,054	4,502	68%
Water Protection	\$1,637	\$2,160	\$2,340	4,500	52%
Materials and Supplies					
Advertising	\$0	\$0	\$2,100	2,100	100%
Clothing, Safety Allowance	\$228	\$262	-\$2	260	-1%
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$150	150	100%
Kitchen Supplies & Equipment	\$0	\$31	\$1,469	1,500	98%
Professional Development					
Professional Development	\$0	\$0	\$0	0	N/A
Travel - Meals	\$0	\$0	\$0	0	N/A
Travel - Accommodations & Parking	\$0	\$0	\$0	0	N/A
Membership & Subscription Fees	\$0	\$0	\$500	500	100%
Salaries, Wages and Benefits					
FT Wages	\$18,962	\$33,835	\$36,593	70,429	52%
Group Benefits	\$2,346	\$4,689	\$4,720	9,409	50%
OT Wages	\$593	\$1,676	-\$1,176	500	-235%
WSIB	\$652	\$1,036	\$2,318	3,354	69%
PT Wages	\$4,105	\$4,475	\$27,161	31,637	86%
FT Wage Related Expenses	\$3,688	\$6,639	\$6,496	13,135	49%
PT Wage Related Expenses	\$146	\$162	\$5,907	6,069	97%
Utilities					
Heat	\$2,066	\$3,958	\$342	4,300	8%
Hydro	\$3,063	\$6,494	\$5,506	12,000	46%
Insurance	\$0	\$10,586	\$67	10,653	1%
Waste Removal	\$2,752	\$4,577	\$3,965	8,541	46%

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Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Communication (phone,fax,internet)	\$799	\$1,234	\$1,382	2,616	53%
Vehicles and Equipment					
Mileage	\$0	\$0	\$0	0	N/A
Expenditures Total	\$49,276	\$92,654	\$107,500	200,154	54%
Revenues					
Grants					
Small Water Works Funding	\$0	\$0	-\$5,167	-5,167	100%
Recoveries					
Other Recoveries	-\$2,448	-\$2,693	-\$2,307	-5,000	46%
User Fees, Licenses and Fines					
Alf Hales Room	-\$2,902	-\$5,215	-\$8,212	-13,427	61%
Archie MacRobbie Hall - Non-Prime	-\$7,160	-\$9,337	-\$10,632	-19,969	53%
Archie MacRobbie Hall - Prime	-\$5,404	-\$7,250	-\$22,115	-29,365	75%
Commercial Rentals	\$0	\$0	-\$1,547	-1,547	100%
Kitchen Facilities	-\$467	-\$1,283	-\$1,860	-3,143	59%
Licensed Events Using Patio	\$0	\$0	-\$285	-285	100%
Revenues Total	-\$18,381	-\$25,779	-\$52,124	-77,903	67%

Report FIN-2023-027 - Second Quarter Financial Report - 2023

Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Planning					
Planning					
Expenditures					
Community Grants					
Community Improvement Plan Grants	\$0	\$0	\$0	0	N/A
Contract Services/Professional Fees					
Contract Services	\$4,735	\$8,130	\$41,860	49,990	84%
Professional Fees - Engineering & Environmental	\$88,774	\$106,030	-\$35,481	70,549	-50%
Professional Fees - Legal	\$53,593	\$76,402	-\$59,402	17,000	-349%
Professional Fees - Mini Lakes Water Monitoring	\$0	\$1,669	\$831	2,500	33%
Materials and Supplies					
Advertising	\$2,031	\$3,134	\$2,366	5,500	43%
Office Equipment and Supplies					
Office Supplies & Equipment	\$0	\$0	\$200	200	100%
Professional Development					
Professional Development	\$0	\$0	\$800	800	100%
Travel - Meals	\$0	\$0	\$50	50	100%
Travel - Accommodations & Parking	\$0	\$0	\$250	250	100%
Membership & Subscription Fees	\$0	\$789	-\$484	305	-159%
Salaries, Wages and Benefits					
FT Wages	\$21,286	\$37,981	\$41,080	79,061	52%
Group Benefits	\$1,491	\$2,979	\$3,134	6,112	51%
OT Wages	\$0	\$0	\$500	500	100%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
WSIB	\$603	\$1,003	\$1,599	2,602	61%
Group Benefits PT	\$0	\$0	\$0	0	N/A
FT Wage Related Expenses	\$4,212	\$7,400	\$7,164	14,564	49%
Utilities					
Communication (phone,fax,internet)	\$21	\$21	\$79	100	79%
Vehicles and Equipment					
Mileage	\$0	\$0	\$100	100	100%
Expenditures Total	\$176,746	\$245,536	\$4,647	250,183	2%
Revenues					
Recoveries					
Engineering, Environmental, and Legal Fees Recovered	-\$24,438	-\$26,659	-\$88,341	-115,000	77%
User Fees, Licenses and Fines					
Agreements	-\$1,116	-\$1,116	\$244	-872	-28%
Consent Review and Clearance	-\$925	-\$1,939	-\$1,994	-3,933	51%
Garden Suites and Renewals (Zoning)	\$0	\$0	\$0	0	N/A
Lifting of Holding Designation Fee (Zoning)	\$0	\$0	-\$668	-668	100%
Minor Variance Application	-\$3,536	-\$12,779	-\$1,794	-14,573	12%
Ownership List Confirmation	-\$231	-\$539	-\$924	-1,463	63%
Part Lot Control Exemption By-law	\$0	\$0	\$0	0	N/A
Pre-Consultation	-\$6,174	-\$10,314	-\$662	-10,976	6%
Site Plan Control	\$9,616	\$15,745	-\$26,245	-10,500	250%
Telecommunication Tower Proposals	\$0	\$0	-\$903	-903	100%
Zoning By-law Amendment	\$0	-\$7,500	\$0	-7,500	0%
Zoning By-law Amendment - Aggregate	\$0	\$0	-\$17,111	-17,111	100%
Compliance Letter	-\$808	-\$1,397	-\$1,625	-3,022	54%
Revenues Total	-\$27,612	-\$46,498	-\$140,023	-186,521	75%

Report FIN-2023-027 - Second Quarter Financial Report - 2023

Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Public Works					
Public Works					
Expenditures					
Contract Services/Professional Fees					
Contract Services	\$4,922	\$8,854	\$40,953	49,807	82%
Professional Fees - Engineering & Environmental	\$0	\$0	\$2,000	2,000	100%
Materials and Supplies					
Advertising	\$2	\$22	\$1,978	2,000	99%
Clothing, Safety Allowance	\$315	\$913	\$1,887	2,800	67%
Signage	\$7,671	\$7,671	\$6,829	14,500	47%
Office Equipment and Supplies					
Office Supplies & Equipment	\$98	\$98	\$2	100	2%
Professional Development					
Professional Development	\$0	\$0	\$1,420	1,420	100%
Travel - Meals	\$0	\$0	\$50	50	100%
Membership & Subscription Fees	\$0	\$219	\$490	709	69%
Roads and Related Costs					
Calcium	\$0	\$0	\$72,000	72,000	100%
Maintenance Gravel	\$63,707	\$63,707	\$16,293	80,000	20%
Pavement Markings	\$36,283	\$36,283	-\$783	35,500	-2%
Permits	\$0	\$9	\$91	100	91%
Road Maintenance Supplies	\$11,198	\$11,198	\$24,203	35,400	68%
Shop Overhead	\$1,911	\$2,921	\$4,479	7,400	61%
Sidewalk Repairs	\$0	\$0	\$5,000	5,000	100%
Speed Monitor	\$0	\$0	\$0	0	N/A
Tree Maintenance Program	\$10,380	\$10,383	\$11,617	22,000	53%
Winter Maintenance	\$83,032	\$218,088	\$16,912	235,000	7%
Railway Maintenance and Upgrades	\$0	\$0	\$5,000	5,000	100%
Street Lights: Repairs and Hydro Expenses	\$4,935	\$7,266	\$7,584	14,850	51%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Municipal Street Naming	\$0	\$0	\$1,000	1,000	100%
Salaries, Wages and Benefits					
FT Wages	\$123,949	\$249,334	\$253,348	502,682	50%
Group Benefits	\$12,023	\$28,559	\$29,682	58,241	51%
OT Wages	\$5,007	\$29,815	-\$2,020	27,795	-7%
Seasonal Wages	\$3,533	\$24,573	-\$5,316	19,258	-28%
WSIB	\$4,853	\$8,800	\$8,661	17,460	50%
FT Wage Related Expenses	\$25,898	\$51,805	\$43,200	95,004	45%
Seasonal Wage Related Benefits	\$615	\$3,196	\$498	3,694	13%
Utilities					
Fuel	\$28,269	\$79,523	\$14,539	94,063	15%
Hydro	\$226	\$401	\$349	750	47%
Insurance	\$0	\$74,102	\$468	74,570	1%
Waste Removal	\$0	\$0	\$1,300	1,300	100%
Communication (phone,fax,internet)	\$610	\$942	\$1,098	2,040	54%
Vehicles and Equipment					
Equipment Maintenance & Supplies	\$164	\$164	\$1,886	2,050	92%
Mileage	\$0	\$0	\$100	100	100%
Vehicle Maintenance	\$7,202	\$12,081	\$34,419	46,500	74%
Vehicle Plates	\$0	\$0	\$6,595	6,595	100%
Expenditures Total	\$436,801	\$930,926	\$607,811	1,538,737	40%
Revenues					
Payments-in-Lieu of Taxes and Other Levies					

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Provincial Aggregate Levy	\$0	-\$2,561	-\$489,439	-492,000	99%
Recoveries					
Other Recoveries	\$0	\$0	-\$26,704	-26,704	100%
Third Party Cost Recovery	\$0	-\$100	\$100	0	N/A
User Fees, Licenses and Fines					
Entrance Permit	-\$777	-\$1,018	-\$3,727	-4,745	79%
Oversize-Overweight Load Permits	\$0	-\$113	-\$340	-453	75%
Municipal Street Naming	\$0	\$0	-\$1,000	-1,000	100%
Revenues Total	-\$777	-\$3,792	-\$521,110	-524,902	99%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule A - Departmental Detail

	Current Quarter		\$ Budget		%
	Actuals	YTD Actuals	Remaining	2023 Budget	Remaining
Source Water Protection					
Source Water Protection					
Expenditures					
Contract Services/Professional Fees					
Contract Services	\$2,173	\$2,173	\$7,509	9,682	78%
Salaries, Wages and Benefits					
FT Wages	\$0	\$0	\$0	0	N/A
Expenditures Total	\$2,173	\$2,173	\$7,509	9,682	78%
Revenues					
Recoveries					
Other Recoveries	-\$32,278	-\$32,278	\$12,693	-19,585	-65%
Revenues Total	-\$32,278	-\$32,278	\$12,693	-19,585	-65%
Grand Total	\$1,266,466	\$2,365,642	\$969,214	3,334,856	29%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule B - Expense and Revenue Summary

	Current	\$ Budget			2022 -	
	Quarter				Second	Quarter %
	Actuals	YTD Actuals	Remaining	2023 Budget	% Remaining	Remaining
Expenditures						
Administration	\$240,490	\$405,362	\$415,875	821,237	51%	51%
Building	\$149,304	\$273,805	\$369,345	643,150	57%	60%
By-law	\$58,955	\$106,829	\$63,617	170,446	37%	80%
Corporate	\$98,362	\$146,351	\$69,943	216,294	32%	50%
Council	\$36,534	\$65,905	\$85,240	151,145	56%	54%
Elections	\$47	\$47	\$2,979	3,026	98%	74%
Finance	\$203,725	\$361,935	\$332,646	694,582	48%	48%
Fire and Rescue	\$274,345	\$509,521	\$337,467	846,988	40%	41%
Heritage Committee	\$2,306	\$2,484	\$15,493	17,977	86%	31%
Library	\$2,881	\$4,298	\$3,392	7,690	44%	49%
Municipal Office	\$20,488	\$35,663	\$32,295	67,958	48%	46%
Parks	\$61,493	\$73,812	\$114,280	188,092	61%	51%
PDAC	\$0	\$0	\$6,223	6,223	100%	100%
Planning	\$176,746	\$245,536	\$4,647	250,183	2%	61%
Public Works	\$436,801	\$930,926	\$607,811	1,538,737	40%	38%
Recreation Committee	\$0	\$521	\$2,420	2,941	82%	100%
Source Water Protection	\$2,173	\$2,173	\$7,509	9,682	78%	78%
Optimist Recreation Center	\$56,201	\$129,553	\$67,047	196,600	34%	49%
Puslinch Community Center	\$49,276	\$92,654	\$107,500	200,154	54%	60%
Youth Committee	\$0	\$0	\$500	500	100%	N/A
Expenditures Total	\$1,870,127	\$3,387,375	\$2,646,229	6,033,604	44%	49%

Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule B - Expense and Revenue Summary

	Current	\$ Budget			2022 -	
	Quarter				Second	Quarter %
	Actuals	YTD Actuals	Remaining	2023 Budget	% Remaining	Remaining
Revenues						
Administration	-\$2,865	-\$3,370	-\$11,086	-14,456	77%	69%
Building	-\$81,419	-\$154,551	-\$384,690	-539,241	71%	15%
By-law	-\$8,744	-\$19,124	-\$27,471	-46,596	59%	63%
Corporate	-\$373,347	-\$625,209	-\$384,418	-1,009,627	38%	57%
Elections	\$700	\$0	\$0	0	N/A	N/A
Finance	-\$5,144	-\$19,336	-\$11,708	-31,044	38%	62%
Fire and Rescue	-\$42,682	-\$48,172	-\$72,699	-120,871	60%	65%
Heritage Committee	\$0	\$0	-\$9,948	-9,948	100%	N/A
Library	\$0	\$0	-\$3,300	-3,300	100%	100%
Municipal Office	\$0	\$0	-\$20,387	-20,387	100%	100%
Parks	-\$3,605	-\$3,605	-\$11,309	-14,914	76%	49%
Planning	-\$27,612	-\$46,498	-\$140,023	-186,521	75%	59%
Public Works	-\$777	-\$3,792	-\$521,110	-524,902	99%	98%
Source Water Protection	-\$32,278	-\$32,278	\$12,693	-19,585	-65%	N/A
Optimist Recreation Center	-\$7,507	-\$40,019	-\$39,434	-79,453	50%	21%
Puslinch Community Center	-\$18,381	-\$25,779	-\$52,124	-77,903	67%	90%
Revenues Total	-\$603,660	-\$1,021,733	-\$1,677,015	-2,698,748	62%	58%
Grand Total	\$1,266,466	\$2,365,642	\$969,214	3,334,856	29%	41%

**Report FIN-2023-027 - Second Quarter Financial Report - 2023
Schedule C - Other Financial Data**

	31/Jan/23	31/Jan/22	28/Feb/23	28/Feb/22	31/Mar/23	31/Mar/22	30/Apr/23	30/Apr/22	31/May/23	31/May/22	30/Jun/23	30/Jun/22
Total Taxes Billed	\$0	\$0	\$7,031,923	\$6,658,853	\$7,031,923	\$6,658,853	\$14,062,189	\$13,316,082	\$14,062,189	\$13,316,082	\$14,062,189	\$13,316,082
In-year Township Tax Adjustments												
<i>Taxes Written Off</i>	-\$1,930	\$7,530	-\$2,038	-\$4,333	-\$4,979	-\$6,202	-\$4,992	-\$9,193	-\$4,992	-\$9,193	-\$29,730	-\$18,664
<i>Supplemental Billings</i>	\$0	\$0	\$0	\$0	\$0	\$1,337	\$0	\$1,337	\$0	\$1,337	\$2,477	\$65,496
Net Taxes Billed	-\$1,930	\$7,530	\$7,029,885	\$6,654,520	\$7,026,944	\$6,653,988	\$14,057,197	\$13,308,226	\$14,057,197	\$13,308,226	\$14,034,936	\$13,362,914
Total Outstanding Taxes & Interest	\$880,926	\$669,657	\$1,875,310	\$1,876,558	\$559,188	\$143,705	\$2,806,170	\$2,420,378	\$1,723,444	\$1,246,001	\$989,804	\$855,446
Cash, Temporary Investments, and Interest Income												
Unrestricted Cash	\$3,298,222	\$4,061,472	\$9,846,914	\$9,824,810	\$4,975,075	\$5,580,368	\$9,283,299	\$9,543,292	\$9,848,674	\$10,463,107	\$3,325,279	\$4,499,103
Unrestricted Temporary Investments	\$2,138,112	\$2,096,964	\$2,138,112	\$2,096,964	\$2,138,112	\$2,096,964	\$2,138,112	\$2,096,964	\$2,108,743	\$2,096,964	\$2,108,743	\$2,096,964
Unrestricted Interest Income	-\$25,060	-\$3,272	-\$39,163	-\$5,157	-\$89,420	-\$11,762	-\$131,036	-\$18,642	-\$125,424	-\$24,270	-\$164,649	-\$35,448
Restricted Cash	\$2,378,611	\$2,966,637	\$1,558,666	\$2,792,084	\$1,586,750	\$2,864,501	\$1,593,135	\$2,943,216	\$1,599,413	\$1,945,813	\$1,659,901	\$1,974,600
Restricted Temporary Investments	\$1,377,168	\$351,889	\$1,377,168	\$351,889	\$1,377,168	\$351,889	\$1,377,168	\$351,889	\$1,377,168	\$1,351,889	\$1,377,168	\$1,351,889
Restricted Interest Income	-\$8,887	-\$1,349	-\$18,174	-\$2,706	-\$25,658	-\$3,913	-\$32,043	-\$5,777	-\$38,321	-\$8,373	-\$44,841	-\$11,376



REPORT FIN-2023-029

TO: Mayor and Members of Council

PREPARED BY: Mirela Oltean, Deputy Treasurer

PRESENTED BY: Mary Hasan, Director of Finance/Treasurer

MEETING DATE: October 18, 2023

SUBJECT: Municipal Performance Measurement Program Report for 2022
File No. F00 MUN

RECOMMENDATIONS

THAT Report FIN-2023-029 entitled Municipal Performance Measurement Program Report for 2022 be received.

Purpose

The purpose of this report is to provide Council with information regarding the Municipal Performance Measurement Program Report (MPMP) for 2022.

Background

Section 299 of the Municipal Act, 2001 specifies that a municipality must provide the Ministry of Municipal Affairs and Housing (MMAH) with information measuring the efficiency and effectiveness of a municipality's operations and that this information shall be published in a manner and form determined by the municipality.

The reporting is commonly referred to as the MPMP report and is based on the Financial Information Return (FIR) that municipalities must also prepare annually.

The MMAH provides extensive FIR schedules for municipalities to complete each year. MMAH generally updates the schedules annually to streamline the data collection process or to reflect changes in Provincial information gathering requirements, trends, and other factors to help the Province better understand and obtain an overview of the finances of all Ontario municipalities.

The Township's financial statements are based on the FIR. The MPMP is based on statistical information collected on specific schedules in the FIR.

Schedule A attached to this report includes the statistical measures reported for 2020 to 2022 and is based on the Provincial data requirements for the FIR as part of Schedule 80D of the FIR. These measures form the MPMP, a performance measurement and reporting system that promotes local government transparency and accountability.

The information for the 2022 fiscal year has also been sent to the MMAH as part of the annual FIR submission.

Financial Implications

Discussed throughout this Report.

Applicable Legislation and Requirements

Section 299 of the Municipal Act, 2001

Engagement Opportunities

The MPMP report is posted on the Township's Financial Reporting Page on [Puslinch.ca](https://puslinch.ca).

Attachments

Schedule A: 2020 to 2022 MPMP Reporting

Respectfully submitted:

Mary Hasan
Director of Finance/Treasurer

FIR2022: Puslinch Tp

Asmt Code: 2301

MAH Code: 75612

Schedule 80
STATISTICAL INFORMATION
for the year ended December 31, 2022

9. Building Permit Information (Performance Measures)

1300 What method does your municipality use to determine total construction value?

1302 If "Other Method" is selected in line 1300, please describe the method used to determine total construction value

Column 1	Column 2	Column 3	Description 4
#	#	#	LIST
			Applicant's Declared Value

Total Value of Construction Activity

1304 Total Value of Construction Activity for 2022 based on permits issued.

1
\$
74,991,469

Review of Complete Building Permit Applications: Median number of working days to review a complete building permit application and issue a permit or not issue a permit, and provide all reasons for refusal (by Category):

Median Number of Working Days
1
#
11

1306 **Category 1: Houses (houses not exceeding 3 storeys/600 square metres)**

Reference : provincial standard is 10 working days

1308 **Category 2: Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)**

Reference : provincial standard is 15 working days

1310 **Category 3: Large Buildings (large residential/commercial/industrial/institutional)**

Reference : provincial standard is 20 working days

1312 **Category 4: Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications**

Note : If no complete applications were submitted and accepted for a Category on lines 1306 to 1312, please leave the cell blank and do not enter zero.

13

20

--

Number Of Building Permit Applications

1314 **Category 1: Houses (houses not exceeding 3 storeys/600 square metres)**

Number of Complete Applications	Number of Incomplete Applications	Total Number of Complete and Incomplete Applications
1	2	3
#	#	#
243	34	277

1316 **Category 2: Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)**

13	0	13
----	---	----

1318 **Category 3: Large Buildings (large residential/ commercial/ industrial/ institutional)**

13	2	15
----	---	----

1320 **Category 4: Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications**

		0
--	--	---

1322 **Subtotal**

269	36	305
-----	----	-----

Note: Zero should be entered on lines 1314 to 1320 in column 1 if no complete applications were submitted and accepted for a category. Zero should be entered in column 2 if no incomplete applications were submitted and accepted for a category.

10. Planning and Development

Land Use Planning (using building permit information)

1350 Number of residential units in new detached houses

1352 Number of residential units in new semi-detached houses

1354 Number of residential units in new row houses

1356 Number of residential units in new apartments/condo apartments

1358 **Subtotal**

Residential Units within Settlement Areas	Total Residential Units	Total Secondary Units
1	2	3
#	#	#
4	34	
4	34	0

Land Designated for Agricultural Purposes

1370 Hectares of land designated for agricultural purposes in the Official Plan as of December 31, 2022.

Hectares
1
#
20,607

11. Transportation Services

1710 Roads : Total Paved Lane Km

1
#
263

1720 Condition of Roads : Number of paved lane kilometres where the condition is rated as good to very good.

101

1722 Has the entire municipal road system been rated?

1725 Indicate the rating system used and the year the rating was conducted

Column 1	Column 2	Column 3	Description 4
#	#	#	LIST
			Y
			2016 Pavement Condition Index

1730 Roads : Total UnPaved Lane Km

122

FIR2022: Puslinch Tp

Asmt Code: 2301

MAH Code: 75612

Schedule 80
STATISTICAL INFORMATION
 for the year ended December 31, 2022

1740	Winter Control : Total Lane Km maintained in winter	385
1750	Transit : Total Number of Regular Service Passenger Trips on Conventional Transit in Service Area	
1755	Transit : Population of Service Area	
1760	Bridges and Culverts : Total Square Metres of Surface Area on Bridges and Culverts	1,227

Number of structures where the condition of primary components is rated as good to very good, requiring only repair	Total Number
1	2
#	#
3	7
11	16
Subtotal	23

Rating Of Bridges And Culverts

1765	Bridges	3	7
1766	Culverts	11	16
1767	Subtotal	14	23

Column 1	Column 2	Column 3	Description
#	#	#	LIST
1768	Have all bridges and culverts in the municipal system been rated?		
1769	Indicate the rating system used and the year the rating was conducted.		
			2021 - detailed bridge and culvert

12. Environmental Services

	1
	#
1810	Wastewater Main Backups : Total number of backed up wastewater mains
1815	Wastewater Collection/Conveyance : Total KM of Wastewater Mains
1820	Wastewater Treatment and Disposal : Total Megalitres of Wastewater Treated
1825	Wastewater Bypasses Treatment : Estimated megalitres of untreated wastewater
1835	Urban Storm Water Management : Total KM of Urban Drainage System plus (0.005 KM times No. of Catch basins)
1840	Rural Storm Water Management : Total KM of Rural Drainage System plus (0.005 KM times No. of Catch basins)
	10
1845	Water Treatment : Total Megalitres of Drinking Water Treated
1850	Water Main Breaks : Number of water main breaks in a year
1855	Water Distribution/Transmission : Total kilometres of Water Distribution / Transmission Pipe

1860	Solid Waste Collection : Total tonnes collected from all property classes
1865	Solid Waste Disposal : Total tonnes disposed of from all property classes
1870	Waste Diversion : Total tonnes diverted from all property classes

13. Recreation Services

	1
	#
1910	Trails : Total kilometres of trails (owned by municipality and third parties)
	34
1920	Indoor recreation facility space : Square metres of indoor recreation facilities (municipally owned)
	1,442
1930	Outdoor recreation facility space : Square metres of outdoor recreation facility space (municipally owned)
	1,706

14. Other Revenue (Used for the calculation of Operating Cost)

	1
	\$
2310	Fire Services: Other revenue
2320	Paved Roads : Other revenue
2330	Solid Waste Disposal : Other revenue
2340	Waste Diversion : Other Revenue
2370	Assessment on Exempt Properties (Enter data from returned roll)
	132,583,700

FIR2021: Puslinch Tp

Asmt Code: 2301

MAH Code: 75612

Schedule 80
STATISTICAL INFORMATION
for the year ended December 31, 2021

9. Building Permit Information (Performance Measures)

1300 What method does your municipality use to determine total construction value?

1302 If "Other Method" is selected in line 1300, please describe the method used to determine total construction value

Column 1	Column 2	Column 3	Description 4
#	#	#	LIST
			Applicant's Declared Value

Total Value of Construction Activity

1304 Total Value of Construction Activity for 2021 based on permits issued

1	
\$	
	87,006,078

Review of Complete Building Permit Applications: Median number of working days to review a complete building permit application and issue a permit or not issue a permit, and provide all reasons for refusal (by Category):

1306 **Category 1 : Houses (houses not exceeding 3 storeys/600 square metres)**

Reference : provincial standard is 10 working days

Median Number of Working Days	#
1	
	10

1308 **Category 2 : Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)**

Reference : provincial standard is 15 working days

	14
--	----

1310 **Category 3 : Large Buildings (large residential/commercial/industrial/institutional)**

Reference : provincial standard is 20 working days

	14
--	----

1312 **Category 4 : Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications**

--	--

Note : If no complete applications were submitted and accepted for a Category on lines 1306 to 1312, please leave the cell blank and do not enter zero.

Number Of Building Permit Applications

1314 **Category 1 : Houses (houses not exceeding 3 storeys/600 square metres)**

Number of Complete Applications	Number of Incomplete Applications	Total Number of Complete and Incomplete Applications
1	2	3
#	#	#
307	4	311

1316 **Category 2 : Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)**

28	1	29
----	---	----

1318 **Category 3 : Large Buildings (large residential/ commercial/ industrial/ institutional)**

21	0	21
----	---	----

1320 **Category 4 : Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications**

		0
--	--	---

1322 **Subtotal**

356	5	361
-----	---	-----

Note: Zero should be entered on lines 1314 to 1320 in column 1 if no complete applications were submitted and accepted for a category. Zero should be entered in column 2 if no incomplete applications were submitted and accepted for a category.

10. Planning and Development

Land Use Planning (using building permit information)

1350 Number of residential units in new detached houses

1352 Number of residential units in new semi-detached houses

1354 Number of residential units in new row houses

1356 Number of residential units in new apartments/condo apartments

1358 **Subtotal**

Residential Units within Settlement Areas	Total Residential Units	Total Secondary Units
1	2	3
#	#	#
8	58	
8	58	0

Land Designated for Agricultural Purposes

1370 Hectares of land designated for agricultural purposes in the Official Plan as of December 31, 2021

Hectares
1
#
20,607

11. Transportation Services

1710 Roads : Total Paved Lane Km

1
#
260

1720 Condition of Roads : Number of paved lane kilometres where the condition is rated as good to very good

101

1722 Has the entire municipal road system been rated?

Column 1	Column 2	Column 3	Description 4
#	#	#	LIST
			Y
			2016 Pavement Condition Index

1725 Indicate the rating system used and the year the rating was conducted

1730 Roads : Total UnPaved Lane Km

125

1740 Winter Control : Total Lane Km maintained in winter

385

1750 Transit : Total Number of Regular Service Passenger Trips on Conventional Transit in Service Area

--

1755 Transit : Population of Service Area

--

1760 Bridges and Culverts : Total Square Metres of Surface Area on Bridges and Culverts

1,227

Rating Of Bridges And Culverts

1765 Bridges

Number of structures where the condition of primary components is rated as good to very good, requiring only repair	Total Number
1	2
#	#
2	7
10	16

1766 Culverts

12	23
----	----

1767 **Subtotal**

Column 1	Column 2	Column 3	Description 4
----------	----------	----------	---------------

201 (9/01)

FIR2021: Puslinch Tp

Asmt Code: 2301

MAH Code: 75612

Schedule 80
STATISTICAL INFORMATION
 for the year ended December 31, 2021

	#	#	#	LIST
1768	Have all bridges and culverts in the municipal system been rated?			
1769	Indicate the rating system used and the year the rating was conducted.			2021 - detailed bridge and culvert
12. Environmental Services				
	1			
	#			
1810	Wastewater Main Backups : Total number of backed up wastewater mains			
1815	Wastewater Collection/Conveyance : Total KM of Wastewater Mains			
1820	Wastewater Treatment and Disposal : Total Megalitres of Wastewater Treated.			
1825	Wastewater Bypasses Treatment : Estimated megalitres of untreated wastewater.			
1835	Urban Storm Water Management : Total KM of Urban Drainage System plus (0.005 KM times No. of Catch basins)			
1840	Rural Storm Water Management : Total KM of Rural Drainage System plus (0.005 KM times No. of Catch basins).			10
1845	Water Treatment : Total Megalitres of Drinking Water Treated.			
1850	Water Main Breaks : Number of water main breaks in a year.			
1855	Water Distribution/Transmission : Total kilometres of Water Distribution / Transmission Pipe.			
1860	Solid Waste Collection : Total tonnes collected from all property classes			
1865	Solid Waste Disposal : Total tonnes disposed of from all property classes.			
1870	Waste Diversion : Total tonnes diverted from all property classes.			
13. Recreation Services				
	1			
	#			
1910	Trails : Total kilometres of trails (owned by municipality and third parties).			34
1920	Indoor recreation facility space : Square metres of indoor recreation facilities (municipally owned).			1,442
1930	Outdoor recreation facility space : Square metres of outdoor recreation facility space (municipally owned).			1,706
14. Other Revenue (Used for the calculation of Operating Cost)				
	1			
	\$			
2310	Fire Services: Other revenue.			
2320	Paved Roads : Other revenue.			
2330	Solid Waste Disposal : Other revenue.			
2340	Waste Diversion : Other Revenue.			
2370	Assessment on Exempt Properties (Enter data from returned roll)			134,598,400

FIR2020: Puslinch Tp

Asmt Code: 2301

MAH Code: 75612

Schedule 80

STATISTICAL INFORMATION

for the year ended December 31, 2020

9. Building Permit Information (Performance Measures)

1300 What method does your municipality use to determine total construction value?

1302 If "Other Method" is selected in line 1300, please describe the method used to determine total construction value.

Column 1 #	Column 2 #	Column 3 #	Description 4 LIST
			Applicant's Declared Value

Total Value of Construction Activity

1304 Total Value of Construction Activity for 2020 based on permits issued.

1 \$
42,777,100

Review of Complete Building Permit Applications: Median number of working days to review a complete building permit application and issue a permit or not issue a permit, and provide all reasons for refusal (by Category):

1306 **Category 1 : Houses (houses not exceeding 3 storeys/600 square metres)**

Reference : provincial standard is 10 working days

Median Number of Working Days 1 #	10
--	----

1308 **Category 2 : Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)**

Reference : provincial standard is 15 working days

10

1310 **Category 3 : Large Buildings (large residential/commercial/industrial/institutional)**

Reference : provincial standard is 20 working days

13

1312 **Category 4 : Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications.**

Note : If no complete applications were submitted and accepted for a Category on lines 1306 to 1312, please leave the cell blank and do not enter zero.

--

Number Of Building Permit Applications

1314 **Category 1 : Houses (houses not exceeding 3 storeys/600 square metres)**

1316 **Category 2 : Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)**

1318 **Category 3 : Large Buildings (large residential/ commercial/ industrial/ institutional)**

1320 **Category 4 : Complex Buildings (post disaster buildings, including hospitals, power/water, fire/police/EMS), communications.**

1322 **Subtotal**

Number of Complete Applications 1 #	Number of Incomplete Applications 2 #	Total Number of Complete and Incomplete Applications 3 #
225	1	226
19	1	20
9		9
		0
253	2	255

Note: Zero should be entered on lines 1314 to 1320 in column 1 if no complete applications were submitted and accepted for a category. Zero should be entered in column 2 if no incomplete applications were submitted and accepted for a category.

10. Planning and Development

Land Use Planning (using building permit information)

1350 Number of residential units in new detached houses

1352 Number of residential units in new semi-detached houses

1354 Number of residential units in new row houses

1356 Number of residential units in new apartments/condo apartments

1358 **Subtotal**

Residential Units within Settlement Areas 1 #	Total Residential Units 2 #	Total Secondary Units 3 #
3	31	
2	2	
5	33	0

Land Designated for Agricultural Purposes

1370 Hectares of land designated for agricultural purposes in the Official Plan as of December 31, 2020.

Hectares 1 #	20,606
--------------------	--------

11. Transportation Services

1710 Roads : Total Paved Lane Km

1720 Condition of Roads : Number of paved lane kilometres where the condition is rated as good to very good.

1 #	260
101	

1722 Has the entire municipal road system been rated?

Column 1 #	Column 2 #	Column 3 #	Description 4 LIST
			Y

FIR2020: Puslinch Tp

Asmt Code: 2301

MAH Code: 75612

Schedule 80
STATISTICAL INFORMATION
for the year ended December 31, 2020

1725	Indicate the rating system used and the year the rating was conducted				2016 Pavement Condition Index													
1730	Roads : Total UnPaved Lane Km	125																
1740	Winter Control : Total Lane Km maintained in winter	385																
1750	Transit : Total Number of Regular Service Passenger Trips on Conventional Transit in Service Area.																	
1755	Transit : Population of Service Area.																	
1760	Bridges and Culverts : Total Square Metres of Surface Area on Bridges and Culverts	1,227																
		<table border="1"> <tr> <td rowspan="5">Number of structures where the condition of primary components is rated as good to very good, requiring only repair</td> <td>Total Number</td> </tr> <tr> <td>1</td> <td>2</td> </tr> <tr> <td>#</td> <td>#</td> </tr> <tr> <td>4</td> <td>7</td> </tr> <tr> <td>8</td> <td>16</td> </tr> <tr> <td>Subtotal</td> <td>12</td> <td>23</td> </tr> </table>		Number of structures where the condition of primary components is rated as good to very good, requiring only repair	Total Number	1	2	#	#	4	7	8	16	Subtotal	12	23		
Number of structures where the condition of primary components is rated as good to very good, requiring only repair	Total Number																	
	1	2																
	#	#																
	4	7																
	8	16																
Subtotal	12	23																
	Rating Of Bridges And Culverts																	
1765	Bridges																	
1766	Culverts																	
1767																		
		<table border="1"> <tr> <td>Column 1</td> <td>Column 2</td> <td>Column 3</td> <td>Description</td> </tr> <tr> <td>#</td> <td>#</td> <td>#</td> <td>LIST</td> </tr> <tr> <td></td> <td></td> <td></td> <td>2019 - detailed bridge and culvert</td> </tr> </table>		Column 1	Column 2	Column 3	Description	#	#	#	LIST				2019 - detailed bridge and culvert			
Column 1	Column 2	Column 3	Description															
#	#	#	LIST															
			2019 - detailed bridge and culvert															
1768	Have all bridges and culverts in the municipal system been rated?																	
1769	Indicate the rating system used and the year the rating was conducted.																	
	12. Environmental Services	1																
		#																
1810	Wastewater Main Backups : Total number of backed up wastewater mains																	
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1820	Wastewater Treatment and Disposal : Total Megalitres of Wastewater Treated.																	
1825	Wastewater Bypasses Treatment : Estimated megalitres of untreated wastewater.																	
1835	Urban Storm Water Management : Total KM of Urban Drainage System plus (0.005 KM times No. of Catch basins)																	
1840	Rural Storm Water Management : Total KM of Rural Drainage System plus (0.005 KM times No. of Catch basins).	10																
1845	Water Treatment : Total Megalitres of Drinking Water Treated.																	
1850	Water Main Breaks : Number of water main breaks in a year.																	
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1860	Solid Waste Collection : Total tonnes collected from all property classes.																	
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1870	Waste Diversion : Total tonnes diverted from all property classes.																	
	13. Recreation Services	1																
		#																
1910	Trails : Total kilometres of trails (owned by municipality and third parties).	34																
1920	Indoor recreation facility space : Square metres of indoor recreation facilities (municipally owned).	1,442																
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	14. Other Revenue (Used for the calculation of Operating Cost)	1																
		\$																
2310	Fire Services: Other revenue.																	
2320	Paved Roads : Other revenue.																	
2330	Solid Waste Disposal : Other revenue.																	
2340	Waste Diversion : Other Revenue.																	
2370	Assessment on Exempt Properties (Enter data from returned roll)	124,626,100																



REPORT FIN-2023-030

TO: Mayor and Members of Council

PREPARED BY: Mary Hasan, Director of Finance/Treasurer

PRESENTED BY: Mary Hasan, Director of Finance/Treasurer

MEETING DATE: October 18, 2023

SUBJECT: 2024 User Fees and Charges By-law
File No. F05 BUD

RECOMMENDATIONS

THAT Report FIN-2023-030 entitled 2024 User Fees and Charges By-law be received; and

That Council give 3 readings to By-law No. 2023-042 being a by-law to adopt the User Fees and Charges By-law.

Purpose

The purpose of this report is to:

- 1.) Report on the results of the Public Meeting held on September 27, 2023 as it relates to the 2024 Proposed User Fees and Charges.
- 2.) Provide Council with the results of the community engagement survey issued through the Township's Online Engagement Platform, [EngagePuslinch.ca](https://engagepuslinch.ca).
- 3.) Provide updates to the User Fees and Charges By-law based on Council's direction at the August 16, 2023 Council Meeting.
- 4.) Seek approval from Council to enact the 2024 User Fees and Charges By-law.

Background

Public Meeting

A Public Meeting was held in person and via electronic participation on September 27, 2023 at 7:00 pm to obtain public input on the proposed 2024 User Fees and Charges By-law.

There were no comments raised at the Public Meeting regarding suggested updates to the proposed 2024 User Fees and Charges By-law.

Community Engagement Survey – Engage Puslinch

Attached as Schedule A to this report are the results of the community engagement survey issued through the Township's Online Engagement Platform, [EngagePuslinch.ca](https://engagepuslinch.ca) for Council's information. The survey was open from August 21, 2023 to October 6, 2023 at 12:00 p.m. There were a total of 39 completed surveys and 91 visits to [EngagePuslinch.ca](https://engagepuslinch.ca) as part of 2024 user fees and charges engagement. There were a total of 24 completed surveys and 78 visits to [EngagePuslinch.ca](https://engagepuslinch.ca) as part of 2023 user fees and charges engagement. The Township has seen an increase in 2024 user fees and charges engagement.

Benchmarking Analysis – Summarized from the September 27, 2023 Public Meeting Presentation

Council at its meeting held on August 16, 2023 directed staff to select approximately 10 high frequency user fees and perform a benchmarking analysis to assess whether the Township's fees are comparable to similar municipalities.

Township staff chose 10 high frequency user fees (one from each Township department as outlined in Schedules A to J of the 2024 User Fees and Charges By-law).

These 10 high frequency user fees were compared to the following comparator and boundary municipalities:

- Cambridge
- Centre Wellington
- Erin
- Guelph
- Guelph Eramosa
- Hamilton
- Mapleton
- Milton
- Minto

- Wellington North

The results of the benchmarking analysis are further outlined in the table below:

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX) Report FIN-2023-025	2023 Average	2023 Median	2024 RATE (NO TAX) By-law No. 2023-042
Routine Disclosure	Per Request	\$5.00	\$5.00	\$28.94	\$25.00	\$5.00
Tax Certificate	Per Certificate	\$64.68	\$66.00	\$56.21	\$62.00	\$66.00
Entrance Permit – Reside.	Flat Fee	\$268.00	\$276.00	\$246.06	\$205.00	\$276.00
Open Air Burning Permit	Per Permit	\$22.77	\$23.48	\$38.82	\$27.13	\$27.00
Min. Building Permit Fee	Minimum Fee	\$176.00	\$181.00	\$200.80	\$212.50	\$181.00
Compliance Letter - Type 1	Flat Fee	\$85.00	\$87.00	\$137.75	\$128.00	\$87.00
Dog Tags	Per Tag	\$32.99	\$34.00	\$37.38	\$37.50	\$34.00
Ball Diamonds – Lights	Per Hour	\$35.63	\$36.74	\$46.56	\$45.82	\$36.74
Ice – Prime	Per Hour	\$184.18	\$189.89	\$233.80	\$237.00	\$234.00
Hall - Prime - Non Resident Rental or Commercial Rental	Full Day Rental	\$711.01	\$733.06	\$928.50	\$818.32	\$818.00

As outlined in the table above, there are fees where the average or median benchmarking fee is higher or lower than the Township’s fee. In these examples, an adjustment is not recommended to the Township’s fee as the Township’s fee structure is different from the comparator and boundary municipalities. This is the case for Routine Disclosures, Entrance Permit – Residential, Compliance Letter – Type 1, and Dog Tags.

As outlined in the table above, there are fees where the average or median benchmarking fee is higher than the Township’s fee. In these examples, an increase is not recommended to the Township’s fee as the Township’s immediate neighbors (ie. Milton, Cambridge and/or Guelph) are in line with the Township’s fee. This is the case for the Minimum Building Permit fee and the Ball Diamonds – Lights fee.

It is recommended that the following fees be increased from what was originally proposed in Report FIN-2023-025 based on the benchmarking completed in order to be in line with comparator and boundary municipalities and for the cost recovery associated with the service:

- Open Air Burning Permit - \$23.48 (as outlined in Report FIN-2023-025) to \$27.00 (as recommended at the September 27, 2023 Public Meeting Presentation).
- Ice – Prime - \$189.89 (as outlined in Report FIN-2023-025) to \$234.00 (as recommended at the September 27, 2023 Public Meeting Presentation).

- The facility operates as an ice rink for a limited period of time. Therefore, collecting this higher fee which is in line with comparator and boundary municipalities is important in order to recover the increased operating expenditures associated with operating an ice rink. During the non-ice period, the arena is underutilized, generating very little revenue while the facility is open and incurring operating costs. The Township has incurred additional costs for operating the facility (ie. repairs, maintenance, etc.). As costs have increased, the rental revenues must compensate for these operating increases.
- Hall - Prime - Non Resident Rental or Commercial Rental -\$733.06 (as outlined in Report FIN-2023-025) to \$818.00 (as recommended at the September 27, 2023 Public Meeting Presentation).
 - The Township has incurred additional costs for operating the facility. As costs have increased, the rental revenues must compensate for these operating increases.

Aberfoyle Agricultural Society – Photocopy Fees for the Fall Fair

Council at its meeting held on August 16, 2023 passed Council Resolution No. 2023-274 as follows:

Whereas the Agricultural Society has expressed a need for Township support relating to its advertising for the Fall Fair and has specifically requested the Township assist with printing the Fall Fair pamphlets as this costs the organization approximately \$1,100 each year;

That Council direct staff to assist the Agricultural Society by printing the pamphlets utilizing the Township printer and paper supplies on an annual basis.

As a result of this Council direction, Paragraph 25 of the User Fees and Charges By-law has been amended to include the underlined sentence as outlined below:

*The Optimist Club of Puslinch is exempt from the photocopy fees imposed by this By-law for **Township** Clean-up and Remembrance Day. The Aberfoyle Agricultural Society is exempt from the photocopy fees imposed by this By-law for the Fall Fair.*

REPORT REC-2023-004 - Service Levels – Parks and Recreation

As recommended in Report REC-2023-004, Schedule J of the 2024 User Fees and Charges By-law has been updated to clarify that Personnel Costs are applicable for any additional staffing requirements for events at the discretion of the Director of Public Works, Parks and Facilities subject to operational demands and staff availability.

Recreation Committee Recommendations

The Recreation Committee received Report FIN-2023-025 – 2024 Proposed User Fees and Charges for information at its meeting held on October 3, 2023. There were no comments raised regarding suggested updates to the proposed 2024 User Fees and Charges By-law.

Financial Implications

The fees approved as part of the User Fees and Charges By-law will be incorporated in the 2024 Operating Budget.

Applicable Legislation and Requirements

Section 391(1) of the Municipal Act

Section 7(1) of the Building Code Act

Section 69 of the Planning Act

Engagement Opportunities

The Township has incorporated a number of engagement opportunities associated with the 2024 Proposed User Fees and Charges process as outlined below:

- Recreation Advisory Committee Input
- Social Media Posts and/or Advertisements at [Facebook.ca/TownshipofPuslinch](https://www.facebook.com/TownshipofPuslinch) and [Twitter.com/TwpPuslinchON](https://twitter.com/TwpPuslinchON)
- Community Engagement Survey at [EngagePuslinch.ca](https://engagepuslinch.ca) from August 21, 2023 to October 6, 2023 at 12:00 p.m.
- Township Website Banner and Budget Page at puslinch.ca/government/budget/
- Wellington Advertiser Advertisement
- Public Information Meeting
- Media releases related to [EngagePuslinch.ca](https://engagepuslinch.ca) survey.

Attachments

Schedule A - Engage Puslinch Community Engagement Survey Results

Respectfully submitted:

Mary Hasan
Director of Finance/Treasurer

2024 Proposed User Fees and Charges Survey

SURVEY RESPONSE REPORT

21 August 2023 - 06 October 2023

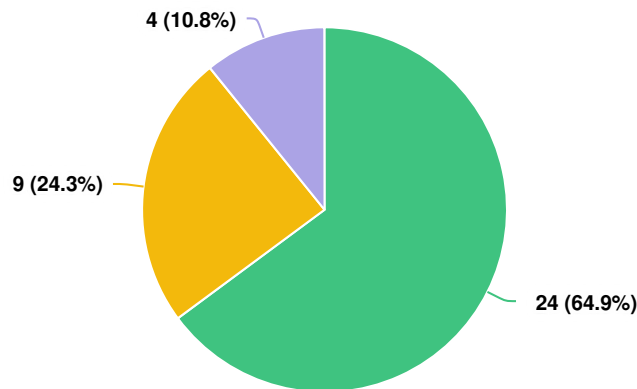
PROJECT NAME:

2024 Proposed User Fees and Charges



SURVEY QUESTIONS

Q1 | Should the Township need to increase the amount of revenue it collects from citizens for Township provided services, how would you most prefer the Township fund this?



Question options

- By increasing existing user fees (e.g. dog licencing, facility rentals, etc.)
- By introducing new types of service fees, where legislated
- By increasing property taxes

Optional question (37 response(s), 2 skipped)

Question type: Radio Button Question

Questions Options	Number of Responses
By increasing existing user fees (e.g. dog licencing, facility rentals, etc.)	24
By introducing new types of service fees, where legislated	9
By increasing property taxes	4

Q2 | Do you have any comments or feedback that you would like Council to consider on the proposed User Fees and Charges?

Anonymous

8/25/2023 08:41 AM

Stop increasing fees just to increase fees or taxes. If there's no change to the level of service it's not right and we should perhaps consider a reduction in service or staffing. I already feel I pay a lot in taxes to both the county and township considering the level/quality of service I receive. I also feel Puslinch as a whole pays an outsized amount of taxes to the county relative to the services we receive from the county.

Anonymous

8/25/2023 08:51 AM

Property taxes are already high enough. I pay almost double what some of my neighbours with the same sized house and property. User fees can and should be used to pay for things like the updated pickle ball/tennis court. Businesses in the township need to pay their fair share, including those that are running secondary businesses from their parking lot and their home.

Anonymous

8/25/2023 09:49 AM

Seniors who have owned their farms & property for 50 years have them assessed by way of how much somebody paid for a neighbouring property.. Their income has not increased but their taxes do & it's unfair. People who have income and require services should be the ones that pay

Anonymous

8/25/2023 08:14 PM

We already pay a very high property tax rate for services provided

Anonymous

8/25/2023 10:27 PM

Reduce your costs rather than increase fees. There are many places where you could significantly reduce costs thereby avoiding increases, or even dare I say, reduce fees!

Anonymous

8/26/2023 11:38 AM

I think we should bill the province's highways for the number of times they reroute cars/trucks on to Puslinch roads

Anonymous

8/26/2023 03:18 PM

Answer to above is NOT my choice. But I was forced to make a selection in order to submit feedback!! Option of Other should have been provided to invite creative & innovative ideas from the community instead of the same old "raise the cost of XYZ". Another consideration instead of increasing revenue is to reduce expenses namely in the area of office administration. For the size of our

2024 Proposed User Fees and Charges Survey : Survey Report for **21 August 2023** to **06 October 2023**

township and the number of residents served it seems like there are a large number of high priced administrative roles adding to the expenses of our township.

Anonymous

8/26/2023 03:54 PM

Puslinch residents should not pay the same pay-per-use fee for Pickleball as those who come from Guelph. I think the Guelph People should pay more to use Puslinch facilities.

Anonymous

8/27/2023 10:10 AM

Do not increase fees for recreational

Anonymous

8/29/2023 02:00 PM

short term rentals

Anonymous

9/03/2023 07:23 PM

We are already paying high taxes and user fees for garbage pick up. Any other fee increases should be charged for additional things members of the community want to do, not added to everyone's taxes.

Anonymous

9/07/2023 09:14 AM

Many user fees are regressive and discourage participation.

Anonymous

9/10/2023 07:50 AM

Please do not increase taxes, people are struggling to buy groceries right now.

Anonymous

9/21/2023 08:11 AM

eliminate mayor job

Anonymous

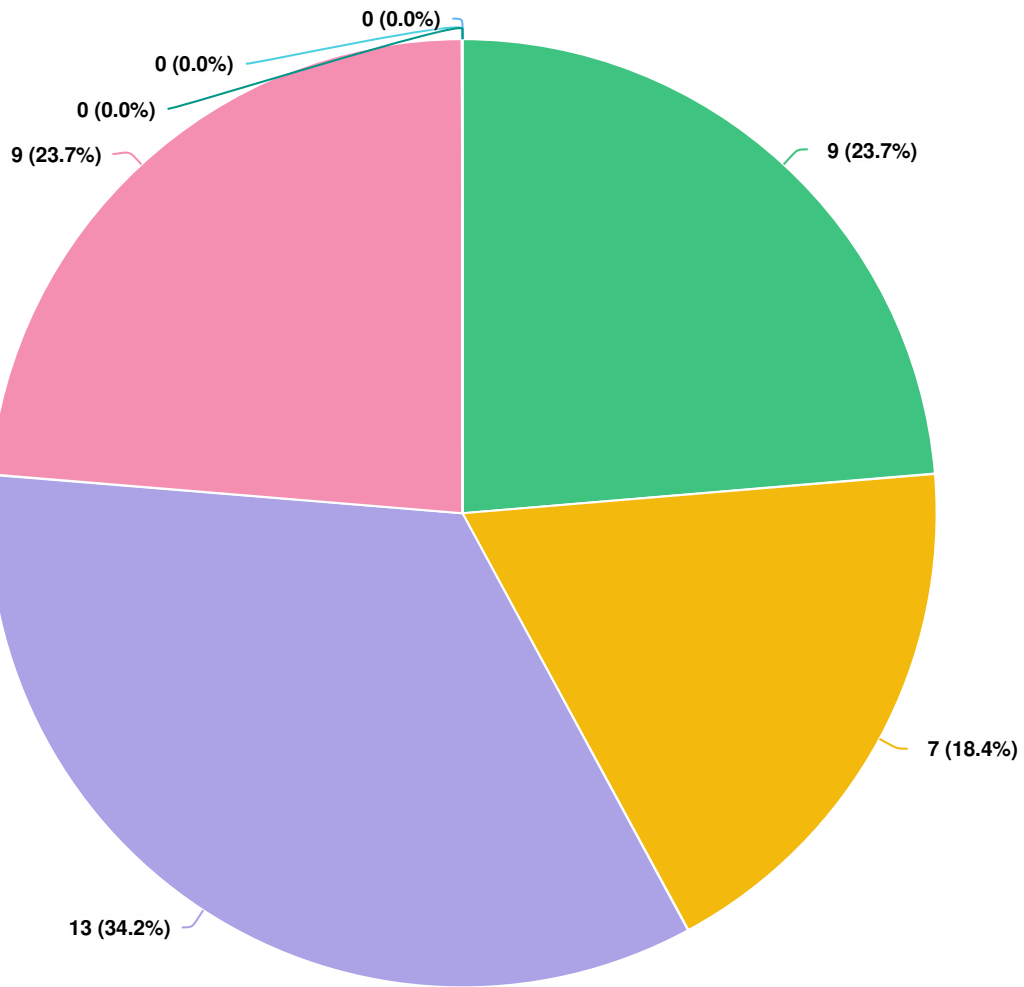
9/27/2023 07:05 PM

I feel this needs to be a topic of discussion for another time. By increasing taxes to an already overtaxed population. It will have a negative affect

Optional question (15 response(s), 24 skipped)

Question type: Essay Question

Q3 What is your age?



Question options

- 35-44
- 45-54
- 55-64
- 65+
- Under 18
- 18-24
- 25-34

Optional question (38 response(s), 1 skipped)
 Question type: Radio Button Question

Question Options	Number of Responses
Under 18	0
18-24	0
25-34	0
35-44	9
45-54	7
55-64	13
65+	9



REPORT ADM-2023-055

TO: Mayor and Members of Council

PREPARED BY: Laura Emery, Communications and Committee Coordinator

PRESENTED BY: Justine Brotherston, Deputy Clerk (Interim Municipal Clerk)
Laura Emery, Communications and Committee Coordinator

MEETING DATE: October 18, 2023

SUBJECT: 2022-2026 Recreation Advisory Committee Goals and Objectives

RECOMMENDATION

That Report ADM-2023-055 entitled 2022-2026 Recreation Advisory Committee Goals and Objectives be received; and,

That Council approve the 2022-2026 Recreation Advisory Committee Goals and Objectives as [presented/amended].

Purpose

The purpose of this report is to provide Council with the Recreation Advisory Committee's proposed 2022-2026 Goals and Objectives for Council's approval and endorsement.

Background

At the beginning of each term of Council, the Township's Advisory Committees develop a list of Goals and Objectives for Council's approval and endorsement. The Committee's Goals and Objectives are reviewed at each Committee meeting and additional Goals and Objective's may be added throughout the term through either Council's referral or the Committee completing a Goals/Objectives Proposal for Council's approval and endorsement. The purpose of the Goals and Objectives is to provide a structured timeline for the completion of the Recreation Advisory Committee's initiatives.

Comments

Below is a list of the Committee's Goals and Objectives for the 2022-2026 Term to date, as well as status updates regarding each Goal/Objective.

Goal/Objective	Sub-Committee	Budget	Person(s) Responsible	2022-2026 Status/Timeline Update
Regular Reporting to Council	N	N	Secretary of the Committee	Provide two annual reports to Council each year. 1) Approval of Committee Goals and Objectives 2) Progress reports of Committee Goals and Objectives
Recreation Facilities Promotion	Y	Y	Sub-Committee	Sub-Committee has been established to identify and assist in execution of promotion of Township Recreation Facilities.
Engagement Opportunities	Y	N	Sub-Committee	Sub-committee has been established to execute engagement opportunities for recreation and Township recreation facilities.
Fundraising Sub-committee	Y	Y	Sub-committee	Sub-committee has been established to plan the following fundraising projects: <ul style="list-style-type: none"> - Fundraising Opportunities for the Parks Revitalization Projects - Fundraising opportunities for Puslinch Community Centre Electronic Sign Replacement - Development of Goals and Objectives for Wayne Stokley Trail Bench

Financial Implications

None

Applicable Legislation and Requirements

Recreation Committee Terms of Reference (TOR)

Engagement Opportunities

None

Attachments

None

Respectfully submitted,

Reviewed by:

**Laura Emery,
Communications and Committee
Coordinator**

**Justine Brotherston
Deputy Clerk (Interim Municipal Clerk)**



REPORT ADM-2023-056

TO: Mayor and Members of Council

PREPARED BY: Justine Brotherston, Deputy Clerk (Interim Municipal Clerk)

PRESENTED BY: Justine Brotherston, Deputy Clerk (Interim Municipal Clerk)

MEETING DATE: October 18, 2023

SUBJECT: Recreation Advisory Committee Terms of Reference Amendment

RECOMMENDATION

That Report ADM-2023-056 entitled Recreation Advisory Committee Terms of Reference Amendment be received; and,

That Council approve the following amendments to the Recreation Advisory Committee Terms of Reference:

- 1. The number of Committee Meetings be increased to eight (8) meetings per year including two (2) joint meetings with the Youth Advisory Committee; and,**
- 2. The Committee Meeting dates be changed from the third Tuesday of the month to the third Thursday of the month; and,**

That Council approve an increase of \$1,640.96 to the per diems for the Recreation Advisory Committee as an ongoing base budget operating increase request.

Purpose

The purpose of this report is to seek Council's approval of the proposed amendments to the Recreation Advisory Committee's Terms of Reference attached as Schedule "A".

Background

Council, at its meeting held on September 6, 2023 considered Report ADM-2023-046 – Budget Process and Service Level Review. As a result, staff were directed to seek endorsement from the Recreation Advisory Committee to increase the meeting frequency from four (4) meetings annually to six (6) or eight (8) annual meetings including one to two joint committee meetings with the Youth Advisory Committee.

Comments

The Recreation Advisory Committee at its October 3, 2023 Committee meeting considered the proposed increase in the number of annual committee meetings and resolved as follows:

Resolution No. 2023-023:

Moved by Mary Christidis and
Seconded by Joanna Jefferson

That staff report REC-2023-10 regarding the Proposed Amendment to Recreation Advisory Committee Terms of Reference be received for information; and,

That the Recreation Advisory Committee endorse the proposed amendment to the Committee’s Terms of Reference to increase the number of Committee meeting per year to eight (8) including two (2) joint committee meetings with the Youth Advisory Committee to be considered by Council at a future meeting; and,

That the Recreation Advisory Committee propose that the Terms of Reference be further amended to have meeting dates moved to the third Thursday of each month.

CARRIED.

Financial Implications

The 2023 per diem per meeting \$102.56. Only citizen members of Advisory Committee are paid the per diem. The total amount for the Recreation Advisory Committee for 4 members and 4 additional meetings per year is and increases of \$1,640.96.

Applicable Legislation and Requirements

Recreation Committee Terms of Reference (TOR)

Engagement Opportunities

None

Attachments

Schedule “A” – Draft Recreation Advisory Committee Terms of Reference

Respectfully submitted,

Reviewed by:

**Justine Brotherston, Deputy Clerk
(Interim Municipal Clerk)**

**Courtenay Hoytfox,
Municipal Clerk (Interim CAO)**



Township of Puslinch Council Recreation Advisory Committee Terms of Reference

TERM: 2022-2026
ADOPTED: December 7, 2022
REVISED: **October 18, 2023**

1. ENABLING LEGISLATION

The Township's Procedural By-law provides that Council may at any time as is deemed necessary establish a Committee for matters within its jurisdiction.

The Recreation Committee was established through the adoption of By-law Number 2015-10.

2. ROLE

To serve in an advisory capacity to Township of Puslinch Council on matters, issues and policies that relate to recreation within the Township of Puslinch with a focus on maximizing the Township's recreation resources.

3. MANDATE

The primary function of the Recreation Advisory Committee is to advise Council and make recommendations on issues that affect recreation facilities, parks, playing fields, playgrounds, programs and community centre. In addition, the Recreation Advisory Committee is responsible to provide a forum for the exchange of information and engagement with the community.

4. PURPOSE

The Committee will accomplish its mandate by:

1. Advising Council where applicable;
2. Act as an advocate for recreation within the Township;
3. Receiving the Township proposed user Fees and Charges By-law and capital and operating quarterly reports;



4. Reviewing practices and policies identified by staff and Council and making recommendations to improve the delivery of services to the public.
5. Encouraging and assisting, where necessary, programs of recreation to meet the needs and interests of the community;
8. Actively engage the Community on matters relating to recreation by promoting public awareness of Township recreational services;
9. Discussing concerns raised by the public and staff.

5. TYPE OF COMMITTEE

Council Advisory Committee

6. MEMBERSHIP AND ROLES AND RESPONSIBILITIES

a. Composition

- i. The Recreation Committee is composed of the following Members:
- ii. One (1) Council Member as appointed for the term by Council; four (4) members of the public as appointed by Council; and one (1) Township staff member being the Committee Coordinator (non-voting member).
- iii. A Member's term on the committee shall be concurrent with the Term of Council or until a successor is appointed.

b. Roles and Responsibilities

- i. The Chair shall be the Councillor appointed to the Recreation Advisory Committee and shall be appointed at the first meeting of the Committee and shall serve in this capacity for 4 (four) years being the term of Council.
- ii. When the Chair is absent from a meeting, the Acting Chair may exercise all the rights, powers and authorities of the Chair. The Acting Chair will be identified based on a scheduled prepared for the full 4 (four) year term.



iii. The Chair's main role is to facilitate meetings.

c. Subcommittees

i. Subcommittees may be formed to complete specific tasks related to the Recreation Committee mandate and purpose but must report through the Recreation Committee. The maximum membership on any subcommittee is no more than two (2).

d. Qualifications

a. Citizen Appointee with the following qualifications:

- i. Interest in recreation;
- ii. Demonstrated commitment and interest in the municipality;
- iii. Knowledge of Township programs, clubs, sports organizations, etc. is considered an asset in addition to the following:
 - 1. Marketing / Communications
 - 2. Fundraising
 - 3. Financial
- iv. Flexibility to attend evening meetings is required including Special meetings with notice given in accordance with the Township Procedural By-law;
- v. Resident of the Township of Puslinch for the duration of the term;
- vi. At least 18 years of age;
- vii. Shall apply and be appointed by Council at the commencement of each new term

7. MEETING SCHEDULE

The Committee meets six (6) times annually on the third Thursday of the month at 7:00 p.m., or another time mutually agreed upon by the Committee, and as many additional times as the Committee deems necessary. Additionally, the Committee shall meet two (2) times per year, jointly with the Youth Advisory Committee.

During a municipal election year, meetings shall be cancelled where possible in the last quarter.



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8. PROCEDURES AND PROTOCOLS

The Township Recreation Advisory Committee shall adhere to the Township's Procedural By-law.

DRAFT



REPORT ADM-2023-057

TO: Mayor and Members of Council

PREPARED BY: Justine Brotherston, Deputy Clerk (Interim Municipal Clerk)

PRESENTED BY: Justine Brotherston, Deputy Clerk (Interim Municipal Clerk)

MEETING DATE: October 18, 2023

SUBJECT: Youth Advisory Committee Terms of Reference Amendment

RECOMMENDATION

That Report ADM-2023-057 entitled Youth Advisory Committee Terms of Reference Amendment be received; and,

That Council approve the following amendment to the Youth Advisory Committee Terms of Reference:

- 1. That two (2) of the Youth Advisory Committee meetings be joint committee meetings with the Recreation Advisory Committee.**

Purpose

The purpose of this report is to seek Council's approval of the proposed amendment to the Youth Advisory Committee's Terms of Reference attached as Schedule "A".

Background

Council at its meeting held on September 6, 2023 considered Report ADM-2023-046 – Budget Process and Service Level Review. As a result, staff were directed to seek endorsement from the Youth Advisory Committee to amend its terms of reference to include two joint committee meetings with the Recreation Advisory Committee.

Comments

The Youth Advisory Committee at its October 2, 2023 Committee meeting considered the proposed amendment to have two (2) of its Committee meetings become joint committee meetings with the Recreation Advisory Committee and resolved as follows:

Resolution No. 2023-061:

Moved by Chelsea MacPherson and
Seconded by Oliver Van Gerwen

That staff report YOU-2023-018 regarding the Proposed Terms of Reference Amendment and update to 2024 Youth Advisory Committee Meeting Schedule be received for information; and,

That the Youth Advisory Committee endorse the proposed amendment to the Committee's Terms of Reference to include two (2) joint committee meetings annually with the Recreation Advisory Committee to be considered by Council at a future meeting; and further,

That the Youth Advisory Committee approve the amendments to the 2024 Youth Advisory Committee Meeting Schedule.

CARRIED.

Financial Implications

None

Applicable Legislation and Requirements

Youth Committee Terms of Reference (TOR)

Engagement Opportunities

None

Attachments

Schedule "A" – Draft Youth Advisory Committee Terms of Reference

Respectfully submitted,

Reviewed by:

**Justine Brotherston, Deputy Clerk
(Interim Municipal Clerk)**

**Courtenay Hoytfox,
Municipal Clerk (Interim CAO)**



Township of Puslinch Council Youth Advisory Committee Terms of Reference

TERM: 2022-2026
ADOPTED: December 7, 2022
REVISED: **October 18, 2023**

1. ENABLING LEGISLATION

The Township's Procedural By-law provides that Council may at any time as is deemed necessary establish a Committee for matters within its jurisdiction.

The Youth Advisory Committee was established through the adoption of By-law Number 2023-008.

2. ROLE

To serve in an advisory capacity to Township of Puslinch Council and provide a meaningful and constructive voice for the youth of Puslinch.

3. MANDATE

The primary function of the Youth Advisory Committee is to provide an effective and meaningful communication link between the youth of Puslinch and Council and to encourage the development of opportunities, programs and public service that will enhance the quality of life, health and wellbeing of the youth in our community.

The Youth Advisory Committee will provide youth with a better understanding of municipal structure and decision making. The Youth Advisory Committee will focus on developing and strengthening the leadership and communication skills of its Members in order to effectively engage with in their local government and community.

In addition, the Youth Advisory Committee is responsible to provide a forum for the exchange of information and engagement with the community.

4. PURPOSE

The Committee will accomplish its mandate by:

1. Advising Council and/or Committees where applicable;
2. Act as an advocate for youth within the Township;
3. Actively seek input from youth on important matters affecting them;
4. Actively support events and activities that relate to the Committee's mandate;
5. Strengthen and develop communication and leadership skills.

5. TYPE OF COMMITTEE

Council Advisory Committee

6. MEMBERSHIP AND ROLES AND RESPONSIBILITIES

a. Composition

- i. The Youth Advisory Committee is composed of the following Members:
- ii. One (1) Council Member as appointed for the term by Council (non-voting member); minimum of three (3) members to a maximum of eleven (11) members of the public as appointed by Council; and one (1) Township staff member being the Municipal Clerk or Designate (non-voting member).
- iii. A Member's term on the committee shall be concurrent with the Term of Council so long as the Qualifications are maintained.

b. Roles and Responsibilities

- i. The Chair shall be the Councillor appointed to the Youth Advisory Committee and shall be appointed at the first meeting of the Committee and shall serve in this capacity for 4 (four) years being the term of Council.

- ii. When the Chair is absent from a meeting, the Acting Chair may exercise all the rights, powers and authorities of the Chair. The Acting Chair will be identified based on a schedule prepared for the full 4 (four) year term.
- iii. The Chair's main role is to facilitate meetings.

c. Subcommittees

- i. Subcommittees may be formed to complete specific tasks related to the Youth Advisory Committee mandate and purpose but must report through the Youth Advisory Committee. The maximum membership on any subcommittee is one less than the number required to meet quorum.

d. Qualifications

- a. Citizen Appointee with the following qualifications:
 - i. Demonstrated commitment and interest in the municipality;
 - ii. Flexibility to attend evening meetings is required including Special meetings with notice given in accordance with the Township Procedural By-law;
 - iii. Resident of the Township of Puslinch for the duration of the term;
 - iv. Between 12-18 years of age;
 - v. For members under the age of 18, consent by a legal guardian;
 - vi. Shall apply and be appointed by Council when required based on current membership.

7. MEETING SCHEDULE

The Committee meets monthly on the first Monday of the month at 6:00 p.m., or another time mutually agreed upon by the Committee, and as many additional times as the Committee deems necessary. Further, the Committee shall meet jointly with the Recreation Advisory Committee two (2) times per year during its regularly scheduled meetings.



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PUSLINCH
est. 1850

During a municipal election year, meetings shall be cancelled where possible in the last quarter.

Meetings shall not be scheduled during the months of July and August.

8. PROCEDURES AND PROTOCOLS

The Township Youth Advisory Committee shall adhere to the Township's Procedural By-law.

DRAFT



REPORT ADM-2023-058

TO: Mayor and Members of Council

PREPARED BY: Kyle Davis, Risk Management Official

PRESENTED BY: Kyle Davis, Risk Management Official

MEETING DATE: October 18, 2023

SUBJECT: Conservation Authorities Act – Memorandum of Understandings /
Agreements
File No: L04 GRA, L04 HAL, L04 HAM

RECOMMENDATION

That Report ADM-2023-058 entitled Conservation Authorities Act – Memorandum of Understandings / Agreements be received; and

That Council authorize the Mayor and Clerk to execute the required documents to enter into the Memorandum of Understanding as [presented/amended] with the Grand River Conservation Authority attached as Schedule B to Report ADM-2023-058; and

That Council authorize the Mayor and Clerk to execute the required documents to enter into the Agreement for Services as [presented/amended] with the Hamilton Region Conservation Authority attached as Schedule C to Report ADM-2023-058; and

That Council authorize the Mayor and Clerk to execute the required documents to enter into the Memorandum of Understanding as [presented/amended] with the Halton Region Conservation Authority attached as Schedule D to Report ADM-2023-058.

Purpose

In December 2020, the Province made changes to the Conservation Authorities Act, which require Conservation Authorities (CAs) to focus on and deliver their core mandates of protecting people and property from flooding and other natural hazards and conserving natural resources.

Under O. Regulation 687/21 CAs must:

By December 31, 2021 provide a transition plan to municipalities that outline the steps and timelines that CAs must follow to prepare and inventory of existing programs and services and how they intend to

work with municipalities to establish agreements to fund any non-mandatory programs and services that are locally important where they are levy supported.

By February 28, 2022 provide an inventory of existing programs and services to municipalities to identify program costs and which programs may require a funding agreement. All programming and services are categorized as part of the regulation.

By January 1, 2024 ensure all required funding agreements are in place with member municipalities.

Update

The Township of Puslinch receives services and programming from the Grand River Conservation Authority (GRCA), the Hamilton Region Conservation Authority (HRCA), and Conservation Halton (CH). A map showing watershed boundaries is attached as Schedule A to this Report.

Transition plans and an inventory of programs and services have been received from all the three CAs operating within the Township. The next step is entering into funding agreements independently with each CA.

Under O.Reg 687/21, to continue a Category 2 or 3 non-mandatory program or service beyond January 1st, 2024, a CA must enter into a cost apportioning and/or agreement for any Category 2 or 3 program or service that is not funded through self-generated revenue by the Authority. Category 1 programs and services are deemed mandatory by the regulation, do not require an MOU or cost-apportioning agreement and are covered through municipal levy and/or provincial funding.

Category 1 - Mandatory programs and services Conservation Authorities provide that centre around natural hazard protection and the management of CA owned lands, include:

- Preparedness and natural hazards (flood and erosion risk)
- Monitoring (data acquisition for river levels, snowpack, precipitation, flood forecasting)
- Flood and erosion control infrastructure
- Response (warnings, emergency management)
- Review of specific proposals under other legislation
- Management & development of authority lands (lands, infrastructure, water control structures, forest management)
- Drinking Water Source Protection Authority duties and requirements
- Land acquisition (donations, leasing, agreements)
- All administration related to the delivery of these programs/services (governance, communications, fleet management and maintenance, program implementation, technical support, financial management)

Category 2- Non-mandatory delivered on behalf of the municipalities can include:

- Sub-watershed services (studies, review, monitoring, inspection, maintenance, best practices)
- Conservation services (partnerships related to private land stewardship actions and tree planning, education)
- Water quality programs (wastewater optimization, technical support and support of EAs, master plans, surface water quality monitoring and modelling)

- Watershed sciences (watershed and landscape scale science, cross- disciplinary watershed planning, resource management, government relations).
- Watershed stewardship programs (delivery of rural water quality programs)

Category 3 - Non-mandatory services offered by the Conservation Authority that future the conservation, restoration, development, and management of natural resources:

- User fee services (such as rentals, parks, campgrounds)
- Watershed stewardship extension, forestry and monitoring
- Restoration of natural areas
- Soil and water conservation
- Watershed stewardship programs (delivery of rural water quality programs)
- Watershed health monitoring and reporting

Analysis

Staff have received the draft MOUs/agreements and have consulted with the Conservation Authorities, other local municipalities, and Wellington Source Water Protection staff. Clarification on the various schedules have been received, and while each MOU/agreement is somewhat different in terms of the approach taken, staff are comfortable that the general objectives of the agreements to provide clarity around services and associated costs, have been achieved. Please see Schedule B, Schedule C and Schedule D regarding the Draft MOUs/agreements.

Staff feel that a continued partnership with each of the Conservation Authorities represents a responsible approach to environmental resource management and protection. No one agency is capable of this on its own and the Township benefits from the contributions that each of the Conservation Authorities provide through their various programs and services.

The following are some highlights from each agreement.

Grand River Conservation Authority:

- 5 year MOU commencing on the date the agreement is made
- Covers Category 2 services and programs
- No Category 3 services requiring municipal contribution (those provided are either self sustaining or will be transitioned to self sustaining)
- Members will be charged a levy for Category 2 services as part of the regular budget process
- Category 2 services of particular importance to Township include support for wastewater optimization, watershed sciences and planning and services as they relate to the County of Wellington's Rural Water Quality Programme

Hamilton Region Conservation Authority:

- 5 year Cost Apportioning Agreement commencing on January 1, 2024
- Covers Category 2 services and programs
- No Category 3 services requiring municipal contribution (those provided are either self sustaining or will be transitioned to self sustaining)
- Members will be charged a levy for Category 2 services as part of regular budget process and will continue to support services for the duration of the agreement

- Category 2 services benefiting Township include, watershed stewardship services for landowners, aquatic monitoring, watershed monitoring program, climate change assessment, sub-watershed planning and well decommissioning

Conservation Halton:

- 5-year MOU commencing on January 1, 2024
- Covers the Category 2 services and programs
- No Category 3 services requiring municipal contribution (those provided are either self sustaining or will be transitioned to self sustaining)
- Members will be charged a levy for Category 2 services as part of regular budget process and will continue to support services for the duration of the agreement
- The Category 2 services benefitting the Township include watershed and subwatershed planning, watershed monitoring, climate change assessment, environmental education, landowner engagement and stewardship and ecological restoration of lands.

Next Steps

With Council's approval, staff recommends that the Memorandum of Understandings and / or Cost Apportioning Agreements with GRCA, HRCA and Conservation Halton be signed and that Council direct staff to provide each CA with a resolution of Council.

Financial Implications

All three Conservation Authorities have indicated that the Category 1 and Category 2 amounts will equal the previous Township levies with appropriate cost of living adjustments. GRCA has indicated that the proposed 2024 Township levy is \$133,792 (both Category 1 and 2) compared to the 2023 levy of \$129,029. HRCA has indicated that the proposed 2024 Township levy is \$32,316 (both Category 1 and 2) compared to the 2023 levy of \$30,600. Conservation Halton has indicated that the proposed 2024 Township levy is \$26,162 (both Category 1 and 2) compared to the 2023 levy of \$24,665. The majority of these amounts are Category 1 and are not subject to the Memorandum of Understandings and / or Agreements. Category 1 are mandatory programs that the Conservation Authorities can levy municipalities directly for.

The Category 2 allocations are the amounts subject to the attached Memorandum of Understandings and / or Agreements. For 2024, the Township's Category 2 allocation for all three Conservation Authorities is a total of \$15,521 with \$10,235 for GRCA, \$4,239 for HRCA and \$1,047 for Conservation Halton.

In future years, all three Conservation Authorities will continue to provide proposed Township Category 1 levy and Category 2 allocation to the Township in advance of or during the annual budget process.

Applicable Legislation and Requirements

Conservation Authorities Act

Engagement Opportunities

The MOUs/agreements includes a provision that the MOU/agreement shall be made available to the public and published on the CA's website.

Attachments

Schedule A - Map of Watershed Boundaries

Schedule B - GRCA Memorandum of Understanding

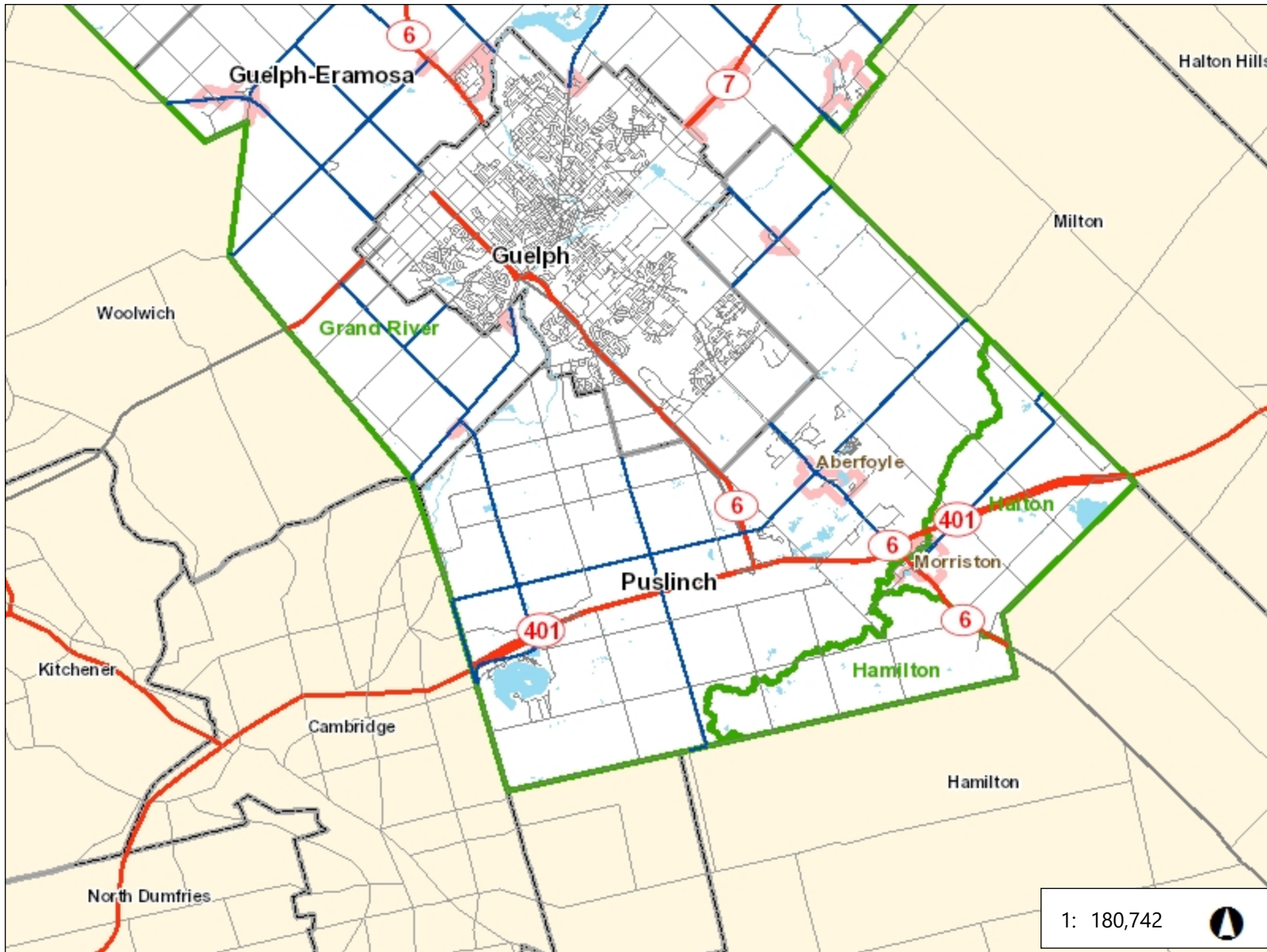
Schedule C - HRCA Cost Apportioning Agreement

Schedule D - Conservation Halton Memorandum of Understanding






Respectfully submitted:


Kyle Davis

Risk Management Official



Legend

- Roads - Small Scale
 - Local Road
 - County Road
 - Highway
-  Conservation Authority Boundary
-  Waterbodies
-  Urban Centres and Hamlets
-  Municipalities
- Ontario - Roads
 - Ontario Highway
 - Major Road
 - Local Road
-  Ontario - Municipalities RoadsLookup

1: 180,742 

9.2 0 4.59 9.2 Kilometers



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

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THIS IS NOT SURVEY DATA. Parcels - Teranet 2002, Wellington County 2022

Notes

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made the day of, 20 .

B E T W E E N:

TOWNSHIP OF PUSLINCH

("the Municipality")

OF THE FIRST PART

- and -

GRAND RIVER CONSERVATION AUTHORITY

("the GRCA")

OF THE SECOND PART

WHEREAS the GRCA is a conservation authority established under the Conservation Authorities Act R.S.O 1990, c.C27 ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS a participating municipality is located wholly or in part within the area under the jurisdiction of the GRCA as shown in Schedule "A";

AND WHEREAS the Act permits the GRCA to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with the Municipality;

AND WHEREAS a Municipality is requesting the GRCA to deliver programs and services within the GRCA's areas of expertise and jurisdiction as identified in Schedule "B";

AND WHEREAS the Municipality is authorized to enter into this Memorandum of Understanding with the GRCA for the delivery of programs and services;

AND WHEREAS the Municipality and the GRCA wish to enter into this Memorandum of Understanding to document the terms and conditions for the programs and services to be performed by the GRCA on behalf of the Municipality;

AND WHEREAS it is mutually desirable to further specify the details of programs or services if applicable, such details shall be set out in one or more separate Letter Agreements to be signed by authorized staff of each Party, from time to time, in the form as attached hereto as Schedule "C";

NOW THEREFORE the Parties hereto agree and covenant with one another as follows:

PART I – INTERPRETATION

Definitions

1. For the purposes of this Memorandum of Understanding including the preceding recitals:
 - a) "**Letter Agreement**" means a separate agreement made pursuant to this Memorandum of Understanding to be entered into by the GRCA and the Municipality in relation to certain Programs and Services setting out further details and specific requirements, including roles and responsibilities, workplans, payment amounts and terms, and timelines for deliverables;
 - b) "**Programs and Services**" means work to be provided by the GRCA on behalf of the Municipality,

and “**Program**” and “**Service**” has a corresponding meaning;

c) “**Responsible Municipal Official**” means the Municipality’s Senior Manager or Manager responsible for a particular Program and Service and includes his or her designate or successor;

2. (1) In this Memorandum of Understanding:

a) grammatical variations of any terms defined herein have similar meanings to such defined terms;

b) words in the singular include the plural and vice-versa; and every use of the words “including” or “includes” in this Memorandum of Understanding is to be construed as including, “without limitations”: or includes “without limitations”

c) the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Memorandum of Understanding or be used to explain or clarify the sections, clauses or paragraphs below which they appear.

3. The attached Schedules form part of this Memorandum of Understanding.

4. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Memorandum of Understanding and any Letter Agreement or Schedules, the inconsistency will be resolved by reference to the following descending order of priority: (i) Memorandum of Understanding; (ii) the Schedule(s) to this Memorandum of Understanding; and (iii) unless otherwise expressly agreed upon in a Letter of Agreement, the applicable Letter of Agreement

PART II – GENERAL TERMS

Entire Agreement

5. This Memorandum of Understanding, including any Letter Agreements made pursuant hereto from time to time, embodies and constitutes the sole and entire agreement between the Parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding.

Scope and Use

6. (1) The parties hereto agree that all Programs and Services identified in Schedule “B” are to be delivered by the GRCA to the Municipality pursuant to and in accordance with this Memorandum of Understanding and any and all Letter Agreements.

(2) Notwithstanding the foregoing, the Municipality acknowledges and agrees that all Programs and Services identified in Schedule “B” shall also be included in a Watershed-based Resource Management Strategy that the GRCA is required to develop and implement under the *Conservation Authorities Act*.

Term of Agreement

7. (1) The term of this Memorandum of Understanding shall be for a period of five (5) years commencing on the date the agreement is made (“**Initial Term**”), unless terminated earlier pursuant to the terms and conditions of this Memorandum of Understanding.

(2) Unless this Memorandum of Understanding has been terminated early in accordance with the terms or conditions of this Memorandum of Understanding, the Memorandum of Understanding shall be automatically renewed for a further five (5) year terms (“**Extension Term**”), on the same terms and

conditions contained herein.

(3) Notwithstanding the foregoing, in the event that one or more Letter Agreements is ongoing at the time of termination or expiration, then the rights, obligations, liabilities and remedies of the Parties with respect to such Letter Agreement shall continue to be governed by the terms and conditions of this Memorandum of Understanding until the date of expiration of the Letter Agreement.

Review of Memorandum of Understanding at Regular Intervals

8. (1) This Memorandum of Understanding and Letter Agreement shall be reviewed by the Parties on an annual basis.

(2) It shall be the GRCA's responsibility to initiate the annual review with the Municipality.

Memorandum of Understanding Available to the Public

9. This Memorandum of Understanding shall be published on the GRCA's website as required under *Ontario Regulation 400/22*.

Communications Protocol

10. As applicable, the Parties shall establish a communications protocol in respect of the Programs and Services governed by this Memorandum of Understanding.

Service Delivery Standards

11. Each Letter Agreement will set out service delivery standards that the GRCA is required to meet.

Municipality Responsibility to Consult on Budget Changes

12. The Municipality shall consult with the GRCA 180 days, or as soon as reasonably possible, in advance of a proposed change to approved budgets related to this Memorandum of Understanding.

GRCA to Notify Municipality on Terminations

13. The GRCA shall notify the Municipality within 30 days, or as soon as reasonably possible, in the event of the expiry or earlier termination of this same Memorandum of Understanding with any other municipality or municipalities.

Records

14. (1) The GRCA shall prepare and maintain, in accordance with accepted accounting practices, proper and accurate books, records, and documents respecting Programs and Services provided under this Memorandum of Understanding and any Letter Agreement.

(2) The GRCA shall make such books, records, and documents available for inspection by the Municipality at all reasonable times.

Fees and Payment

15. (1) The amount of total annual fees effective January 1, 2024, is as set out in the Letter Agreement.

(2) An increase will be applied to the total fees effective January 1 each calendar year and will be the same percentage as the GRCA's overall combined Category 1 and General operating expenses and capital costs increase, net of any applicable funding reductions.

(3) The fees apportioned to the Municipality will be calculated annually using the Modified Current Value Assessment (MCVA) apportionment method, which shall be based on the ratio that the Municipality's MCVA bears to the total MCVA for all municipalities which have also entered into Letters of Understanding for programs and services listed in Schedule "B". MCVA information is provided to the GRCA annually by the provincial ministry that administers the Conservation Authorities Act. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the General Membership meeting at which the apportionment is approved in accordance with *O.Reg.402/22 Budget and Apportionment*.

(4) In addition to the foregoing cost structure for Programs and Services provided in the Letter Agreement, the GRCA may charge a user fee to third parties in the delivery of any Programs and Services listed, as appropriate and upon prior notification to the Municipality.

(5) The GRCA will seek additional funding opportunities, where feasible and applicable, to reduce the total annual fees for Programs and Services, which may reduce the amount apportioned to participating municipalities.

Insurance

16. (1) The GRCA shall obtain, maintain, and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the term of this Memorandum of Understanding, unless otherwise set out in the Letter Agreement:

(a) Commercial General Liability Insurance as follows:

- (i) is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
- (ii) adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the GRCA in the provision of Programs and Services under this Memorandum of Understanding;
- (iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Memorandum of Understanding.

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- (a) each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- (b) the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the GRCA;
- (c) before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

Notice

17. Any notice in respect of this Memorandum of Understanding or any Letter Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

(1) in the case of the Municipality, to:

Township of Puslinch
7404 Wellington Road 34
Puslinch ON N0B 2J0

Attention:
Email:

(2) in the case of the GRCA, to:

Grand River Conservation Authority
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6

Attention: Samantha Lawson, Chief Administrative Officer
Email. slawson@grandriver.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered if the notice is delivered personally or by prepaid registered mail or email; or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Force Majeure

18. Neither party shall be in default with respect to the performance or nonperformance of the terms of the Letter Agreement or this Memorandum of Understanding resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

Governing Law

19. This Memorandum of Understanding and any Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

Approvals in Writing

20. Any approval or consent required of the Municipality under a Letter Agreement may be given by the Responsible Municipal Official or any person specifically authorized by them in writing to do so.

No Agency

21. Nothing herein contained shall make, or be construed to make the Municipality or the GRCA a partner of one another nor shall this Memorandum of Understanding or a Letter Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the GRCA or between the Municipality, the GRCA and a third party. Nothing in this Memorandum of Understanding or any Letter Agreement is to be construed as authorizing one of the GRCA or the Municipality to contract for or to incur any obligation on

behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

22. If any provision of this Memorandum of Understanding, or any Letter Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Memorandum of Understanding and all other provisions of this Memorandum of Understanding shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Dispute Resolution

23. In the event of any dispute that arises in respect of the implementation of this Memorandum of Understanding or any Letter Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

Further Assurances

24. The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Memorandum of Understanding.

Amendments

25. This Memorandum of Understanding cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Early Termination

26. This Memorandum of Understanding shall terminate automatically upon either party providing the other party with prior written notice of their intention to terminate this Memorandum of Understanding given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of any calendar year during the Initial Term or Extension Term. Upon such written notice of intention to terminate this Memorandum of Understanding being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Memorandum of Understanding is terminated, any operating expenses and costs incurred by the GRCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

Enurement

27. This Memorandum of Understanding shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

Execution

28. This Memorandum of Understanding may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

29. **IN WITNESS WHEREOF** the Municipality and the GRCA have signed this Memorandum of Understanding.

MUNICIPALITY:

Name
Position

Name
Position

I / We have authority to bind the Municipality.

GRAND RIVER CONSERVATION AUTHORITY

Samantha Lawson
Chief Administrative Officer

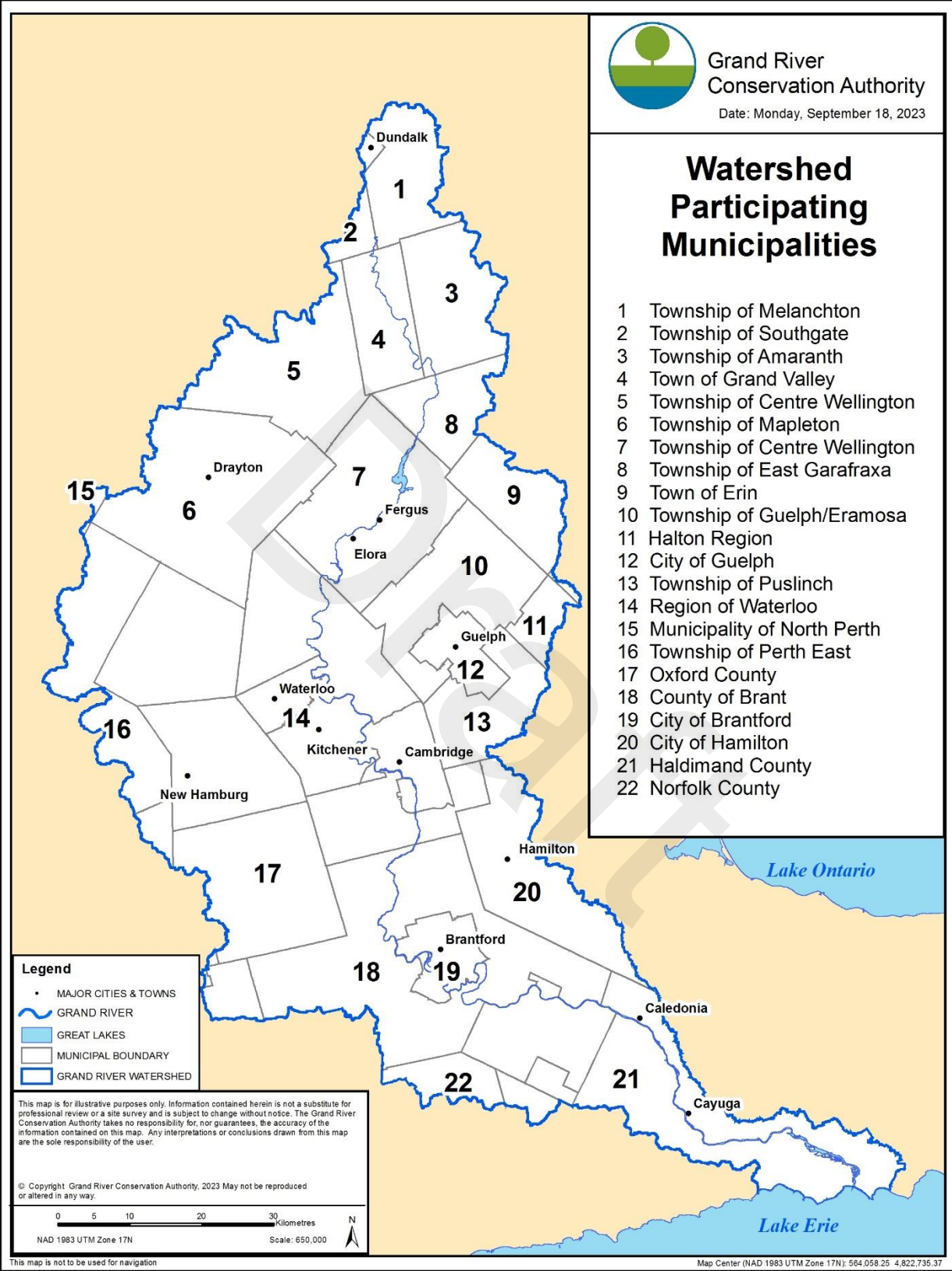
I have authority to bind the GRCA.

LIST OF SCHEDULES

Schedule "A": Map of GRCA jurisdiction
Schedule "B": Program and Service Areas
Schedule "C"- Letter Agreement(s)

Draft

Schedule "A": Map of GRCA jurisdiction



Schedule “B”: GRCA Programs and Services

The following provides a high-level summary for each of the Category 2 Programs and Services. Category 2 Program and Services are defined as non-mandatory programs and services under the *Conservation Authorities Act* that are provided at the request of the participating municipalities within the jurisdiction and expertise of the GRCA.

1. Sub-watershed Services

- Identify and recommend where subwatershed or watershed studies are needed
- Review and provide input to subwatershed studies or other regional-scale technical studies
- Undertake subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- Networking with conservation and environmental management agencies and organizations, and advocating on a watershed basis

2. Conservation Services

- Deliver municipal and partnership cost-share programs to support private land stewardship action
- Facilitate private land, municipal and community partner tree planting
- Coordinate education and outreach activities to promote actions to improve water quality and watershed health

3. Water Quality Programs

- Wastewater optimization
 - Support optimization of wastewater treatment plant operations through:
 - Knowledge sharing workshops
 - Hands-on training
 - Technical advice
 - Delivering a recognition program
 - Provide technical support for municipal assimilative capacity studies, EAs, master plans for water and wastewater services
 - Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie
- Surface water quality monitoring, modelling, analysis and reporting
 - Operate and maintain continuous water quality stations
 - Maintain a water quality database
 - Develop and maintain a water quality model
 - Report on water quality and river health
 - Analyze and report on groundwater quality

4. Watershed Sciences & Collaborative Planning

- Watershed and landscape scale science and reporting:
 - Surface water and groundwater quality
 - Water use and supply
 - Natural heritage (terrestrial & aquatic), hydrologic functions
- Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning
- Foster cross-municipal resource management
 - Grand River Water Management Plan
 - Water Managers Working Group
- Liaise with provincial, federal agencies, NGOs

Schedule "C" Letter Agreements

LETTER AGREEMENT



Administration Centre: 400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 1-866-900-4722 Fax: 519-621-4844 www.grandriver.ca

September 29, 2023

Township of Puslinch
7404 Wellington Road 34
Puslinch ON N0B 2J0

BY EMAIL: Municipal Clerk, CAO/General Manager
admin@puslinch.ca; choytfox@puslinch.ca

RE: PROGRAMS AND SERVICES UNDER THE MEMORANDUM OF UNDERSTANDING DATED
THE _____ DAY OF _____, 2023

WHEREAS the Municipality and the GRCA entered into a memorandum of understanding on the ____ day of _____, 2023 (the "**Memorandum of Understanding**"), in regard to the provision of non-mandatory Programs and Services by the GRCA to the Municipality within the GRCA jurisdiction described in such Memorandum of Understanding;

AND WHEREAS the Memorandum of Understanding contemplates that a separate "Letter Agreement" or Letter Agreements are to be entered into by the Municipality and the GRCA under the Memorandum of Understanding in relation to certain Programs and Services as defined in the Memorandum of Understanding, setting out further details and specific requirements thereof;

NOW THEREFORE this letter sets out further details and specific requirements of certain Programs and Services to be provided under the Memorandum of Understanding by the GRCA to the Municipality, and shall be determined to be a "Letter Agreement" under the Memorandum of Understanding.

Programs and Services Terms and Provisions:

1.0 Term

The term of this Letter Agreement shall be for a period commencing on January 1, 2024, and terminating on the last day of the calendar year in which the Memorandum of Understanding expires or is otherwise terminated, unless otherwise agreed upon in writing by the GRCA and the Municipality.

2.0 Communication

2.1 The GRCA shall assign the Chief Administrative Officer as the primary contact for this agreement and they will have overall responsibility for the administration of the Memorandum of Understanding and Letter Agreement.

2.2 The GRCA shall assign the Manager of Water Resources as the contact for programs and services under this Agreement related to Conservation Services, Water Quality, and Watershed Sciences and Collaborating Planning, and the Manager of Engineering and Planning Services as the contact for programs and services under this Agreement related to Sub-watershed Services. The Managers shall be responsible for all day-to-day contacts; reporting, deliverables, and metrics; and to respond to any requests or inquiries about the GRCA's delivery of the programs and services under this Agreement.

3.0 Payment Amount and Terms

3.1 The fee apportioned to, and to be paid by the Municipality to the GRCA, for the calendar year 2024, in Canadian funds, is the sum of \$10,235.00. This amount is conditional on all participating municipalities in the GRCA watershed entering into a Memorandum of Understanding with the GRCA for the delivery of non-mandatory programs and services.

3.2 The fee to be apportioned to and paid by the Municipality for future calendar years may be increased in accordance with the Fees and Payment section of the Memorandum of Understanding. Such increase shall be subject to approval by the General Membership of the GRCA, and the apportionment shall be determined in part on the continued participation in future calendar years of municipalities in the GRCA watershed under a Memorandum of Understanding with the GRCA for the delivery of such non-mandatory programs and services..

3.3 An annual notice to pay shall be sent to the Municipalities following the GRCA's budget approval, and payment for the annual fees shall be made in three equal installments, due March 31, June 30, and September 30 of each calendar year.

3.4 The Category 2 Programs and Services Cost schedule based on the draft 2024 budget is as follows:

Programs & Services	Cost	Offsetting Funding	NET COST	Description of Funding
Sub-watershed Services	\$364,000	\$(130,000)	\$234,000	Municipal Funding
Conservation Services	\$1,348,000	\$(800,000)	\$548,000	Municipal Funding
Water Quality	\$157,000	\$(10,000)	\$147,000	Summer Student Grants
Water Quality - Wastewater Optimization Program	\$210,500	\$(130,000)	\$80,500	Provincial Grant
Water Quality - Groundwater Resources	\$8,500	\$-	\$8,500	
Watershed Sciences & Collaborative Planning*				
TOTAL	\$ 2,088,000	\$ (1,070,000)	\$ 1,018,000	

* Costs related to this activity integrated in the above listed programs and services.

4.0 Reporting, Deliverables, and Metrics

4.1 A schedule of metrics and deliverables for the programs and services is attached as Appendix 1 to this Letter Agreement. Beginning in 2025, where applicable, by March 15 of each year of this agreement, the GRCA shall contact the Municipality to set a meeting to conduct the annual review of the Memorandum of Understanding, this Letter Agreement, and to provide an annual report to the Municipality outlining the metrics for the previous calendar year. Where the metrics are available upon request, the GRCA will respond to the request for metrics within 30 days of the request.

General Provisions:

5.0 The provisions of the Memorandum of Understanding from Sections 14 (Records) to and including 23 (Dispute Resolution), as well as those set out in Schedule "B" thereto, shall apply, *mutatis mutandis*, to this Letter Agreement, and this Letter Agreement shall be read together with such provisions of the Memorandum of Understanding.

6.0 Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Memorandum of Understanding.

7.0 This Letter Agreement cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

8.0 This Letter Agreement and the Memorandum of Understanding, together with any other Letter Agreements made pursuant to the Memorandum of Agreement from time to time, together embody and constitute the sole and entire agreement between the parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding

9.0 This Letter Agreement shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

10.0 This Letter Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

GRAND RIVER CONSERVATION AUTHORITY

Per: _____
Samantha Lawson
Chief Administrative Officer

I have authority to bind the corporation.

IN WITNESS WHEREOF the Municipality consents and agrees to the foregoing.

AGREED AND ACKNOWLEDGED THIS _____ DAY OF _____, 20_____.

[NAME AND ADDRESS OF MUNICIPALITY]

Per: _____
Name:
Position:

Per: _____
Name:
Position:

I/We have authority to bind the corporation.

APPENDIX 1 – Category 2 Programs and Services Deliverables and Metrics

Programs and Services Description	Deliverables	Metrics
Sub-watershed Services – Deliver a subwatershed planning program and provide technical support for municipal stream monitoring and (sub)watershed planning*	Identify and recommend (sub)watershed or other regional-scale technical study priorities	Provide a table of recommendations annually
	Upon request and in watershed priority sequences, provide technical advice on terms of reference, scoping, methods for (sub)watershed studies.	Identify studies where support has been provided within the watershed annually
	Seek additional partner funding to undertake subwatershed/regional studies	Identify the number of applications, specifics, success and financial information annually.
	Review and provide input to watershed, regional and local scale subwatershed studies. <ul style="list-style-type: none"> • Participate on steering committees, working groups • Scope of technical review in compliance with O.Reg 596/22 - Prescribed Acts 	Number of requests and reviews undertaken
	Provide technical support and advice on municipal stream monitoring.	Number of plans reviewed and location within watershed.
	Serve as digital custodian for previously completed subwatershed studies (listed on GRCA website) Respond to requests for digital copies of previously completed subwatershed studies from consultants and the public.	Upon request
* Undertake subwatershed monitoring for watershed and regional scale subwatershed studies where services are cost-shared between the municipalities and the GRCA under separate agreements. May undertake monitoring for local scale subwatershed studies where 100% funding provided by municipality under separate agreement.		
Conservation Services - Deliver municipal and partnership cost-share programs to support private land stewardship action to improve and protect water quality and watershed health	Provide information and resources to landowners related to stewardship action including agricultural best practices, private water well maintenance, tree planting and naturalization projects.	Number of program participants, number of landowner inquiries
	Engage watershed residents in stewardship action through promotion of cost-share opportunities	Number of residents engaged through program promotion

Programs and Services Description	Deliverables	Metrics
	Conduct site visits to assist landowners with planning stewardship projects and submitting applications to GRCA delivered cost-share programs	Number of site visits
	Administer and deliver municipally funded rural water quality programs (RWQP) as requested by watershed municipalities	Projects completed (number, type) Project investment by funding source Total grant, kg Phosphorus retained - reported by program and by municipality
	<p>Seek additional partner funding to enhance cost share programs GRCA offers to watershed landowners (ie. offering funds in municipalities without a RWQP or enhancing cost-share funding opportunities in areas where municipal RWQPs exist).</p> <p>Examples of non-municipal grant funds delivered in 2023 to support private land stewardship in all watershed municipalities:</p> <ul style="list-style-type: none"> • Habitat Stewardship Program for Aquatic SAR • ECCC Nature Smart Climate Solutions • OMAFRA profit mapping • Forests Ontario 50 Million Tree Program 	Projects completed (number, type) project investment by funding source, total grant, kg Phosphorus retained.
Conservation Services – Facilitate private land, municipal and community partner tree planting	Conduct field surveys and site assessments to develop tree planting plans for rural landowners and community groups (for projects that meet minimum property and project size requirements)	Number of landowners engaged, number of planting plans developed, number of projects completed, number of trees planted, planting area, km of windbreak, km of riparian buffer
	Provide technical assistance to tree planting clients to ensure successful completion of projects.	Number of landowners, projects and trees planted by landowners (plant your own projects) with Forestry Specialist support
	Support rural landowners to develop suitable applications to cost share programs	Summary of project investment by funding source

Programs and Services Description	Deliverables	Metrics
	Secure tree stock and manage contracted planting services for landowners	Number of trees, projects, grant and investment in projects planted through GRCA planting program
	Serve as technical resource to landowners and community tree planting organizations	Number of community partner organizations supported; hours contributed
	Support community partner and municipality hosted outreach events as capacity permits	Number of community partners, number of residents engaged/event participants, number of events, number of trees planted, total area planted, volunteer hours contributed
Conservation Services – Coordinate education and outreach activities to promote actions to improve water quality and watershed health	Engage watershed residents through development and delivery of outreach events (tours, workshops, webinars) and participation in partner, community, and municipal events and meetings; as capacity and opportunities exist	Number of partners, events, event participants.
	Develop promotional materials (print, website, social media) to promote stewardship action and recruit participants to GRCA Conservation Services Programs.	
Water Quality – Deliver the Watershed-wide Wastewater Optimization Program (WWOP) to support municipal wastewater management and improve and protect water quality and watershed health <ul style="list-style-type: none"> • Support optimization of wastewater treatment plant (WWTP) operations through: knowledge sharing workshops, hands-on training, technical advice, and a recognition program • Provide technical support for municipal assimilative capacity studies and master plans for water and wastewater services 	Collect data from municipalities, analyze, and produce an annual report on WWTP performance across the watershed.	# of municipalities participating in annual reporting Annual report posted online
	Host annual workshop for information sharing and networking among municipal wastewater practitioners	# of participants Workshop summary
	Provide technical support and training workshops for operators, supervisors, and managers to implement optimization techniques at individual WWTPs	# of training, technical support events # of participants
	Deliver annual recognition program to acknowledge WWTPs that participate in WWOP activities and produce a very high-quality effluent	Awards presented
	Support municipal assimilative capacity studies and master plans for water and wastewater	Studies are carried out by each municipality, as needed and GRCA staff

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie 	<ul style="list-style-type: none"> Upon request, facilitate initial scoping, act as liaison with MECP, provide technical/methodological advice, provide stream data, provide watershed context, participation in steering committees (but not provide comments on EAs) 	participate at the request of the municipality
Water Quality – Surface water quality monitoring, modelling, analysis, and reporting <ul style="list-style-type: none"> Operate and maintain continuous water quality stations Maintain a water quality database Develop and maintain a water quality model Report on water quality and river health 	Operate and maintain 9 continuous water quality monitoring stations	Continued operation of 9 stations
	Maintain a water quality database for continuous water quality data and grab sample data from GRCA, municipal and provincial water quality sampling programs within the watershed	Continued maintenance of the database
	Develop and maintain the Grand River Simulation Model (GRSM) for use in municipal assimilative capacity studies or for broader watershed planning purposes	GRSM is available for any municipal studies, upon request and GRCA staff will provide support for model application in assimilative capacity studies
	Analyze and report on surface water quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Water Quality – Groundwater analysis and reporting	Analyze and report on groundwater quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Watershed Sciences and Collaborative Planning - Undertake watershed, regional, and landscape scale science and reporting: <ul style="list-style-type: none"> Inter-disciplinary analysis and reporting on watershed health (surface water, groundwater, forests, wetlands) 	Analysis and reporting on watershed conditions	Periodic reporting via Watershed Report Cards (e.g., 2023), Water Management Plan (e.g., State of Water Resources, 2020), technical reports, and reports to Authority board

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> • Collaborative work on the hydrologic functions of natural features • Other watershed-scale science (e.g., fisheries) 	Engagement of municipal, provincial, federal, non-governmental, academic and other stakeholders	As below for Water Managers Working Group and via other committees and meetings
<p>Watershed Sciences and Collaborative Planning - Facilitating cross-municipal and inter-agency water resource management:</p> <ul style="list-style-type: none"> • Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning • Liaise with First Nations, municipal, and provincial and federal agencies 	Advance implementation of the collaborative, voluntary Grand River Watershed Water Management Plan. The Plan's objectives are to: <ul style="list-style-type: none"> • Ensure sustainable water supplies for communities, economies and ecosystems • Improve water quality to improve river health and reduce the river's impact on Lake Erie • Reduce flood damage potential • Build resilience to deal with climate change 	Implementation tracking/reporting (scope TBD)
	Update the Water Management Plan and Integrated Action Plan as needed	Scope/timing TBD
	Chair the Water Managers Working Group with representation from watershed municipalities, First Nations, and provincial and federal agencies	Terms of Reference 2-4 meetings/workshops per year
	Provide input to municipal watershed planning – local, regional, and watershed conditions and issues identification	Upon request

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES dated this day of , 2023.

BETWEEN:

THE HAMILTON REGION CONSERVATION AUTHORITY
(hereinafter called the "HRCA")

OF THE FIRST PART

– and –

THE TOWNSHIP OF PUSLINCH,
(hereinafter called the "Participating Municipality")

OF THE SECOND PART

WHEREAS the HRCA is a Conservation Authority established under the *Conservation Authorities Act* ("Act") and is governed by its members appointed by participating municipalities in accordance with the *Act*;

AND WHEREAS the Participating Municipality is located wholly or in part within the area under the jurisdiction of the HRCA;

AND WHEREAS, pursuant to the *Act*, Conservation Authorities are permitted to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with a participating municipality;

AND WHEREAS the Participating Municipality is requesting the HRCA to deliver non-mandatory programs and services within the HRCA's area of expertise and jurisdiction, that fall within the Service Areas described in the attached Schedule "A";

AND WHEREAS the HRCA proposes and is prepared to provide certain non-mandatory services to the Participating Municipality, as described in the attached Schedule "A";

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement for Services with the HRCA for the delivery of programs and services;

AND WHEREAS under the *Act*, certain programs and services may be provided at the request of participating municipalities, outside of the budget and apportionment process, through individual procurement agreements, which agreements are not affected or precluded by means of this Agreement for Services;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement for Services, including the exchange of promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Scope and Use

1. The HRCA agrees to provide to the Participating Municipality the non-mandatory services as described in the attached Schedule "A".
2. Notwithstanding the foregoing, the Participating Municipality acknowledges and agrees that all programs and services identified in Schedule "A" under the Core Watershed-based Resource Strategy heading shall also be included in a watershed-based resource management strategy that the HRCA is required to develop and implement under the *Act*.

Term of Agreement for Services

3. The term of this Agreement for Services shall be for a period of five (5) years commencing on January 1, 2024, and running until December 31, 2028 (the "**Initial Term**"),
4. This Agreement for Services shall be reviewed by the parties within six months of the end-date of the Initial Term for the purpose of determining whether or not this Agreement for Services is to be renewed by the parties, and discussing the terms of any renewal, including, but not limited to, whether any changes will be made to the non-mandatory programs and services described in the attached Schedule "A". It shall be the HRCA's responsibility to initiate the review with the Participating Municipality.
5. The HRCA and the Participating Municipality may renew this Agreement for Services for an unlimited number of additional five (5) year terms (the "**Renewal Term(s)**"), provided that any renewed Agreement for Services must also be reviewed by the parties six months prior to the end-date of any such Renewal Term(s), as set out in paragraph 4, above.
6. This Agreement for Services may be terminated by either party prior to the end of the Initial Term or any Renewal Term(s), upon delivery of a written "Notice of Early Termination" as per the Early Termination clause 30, below.
7. The Participating Municipality and HRCA will strive to facilitate open and timely communication at all levels. The resolution of disputes that may arise between the parties to this Agreement for Services during the Initial Term and/or any Renewal Term(s) shall be subject to alternative dispute resolution for the settling of disputes outside the Court system, which shall include, first, a mediation to be conducted

by a mutually agreed-upon mediator at such time as may be mutually agreed upon by the HRCA and the Participating Municipality, and, second, should mediation be unsuccessful, an arbitration to be conducted by a mutually agreed-upon arbitrator at such time and pursuant to such procedural rules as may be mutually agreed upon by the HRCA and the Participating Municipality. The cost of any mediation and/or arbitration shall be borne in equal shares by the HRCA and Participating Municipality.

8. The HRCA will not add to or delete from the services or programs funded through the levy without first consulting with the Participating Municipality and entering into a written amendment to this Agreement for Services with the Participating Municipality.
9. The Participating Municipality acknowledges and agrees that by executing this Agreement for Services, it is confirmed that the terms of this Agreement for Services have been reviewed and approved by a resolution of the Council of the Participating Municipality.
10. This Agreement for Services does not preclude the parties identifying or entering into agreements with respect to opportunities for further collaboration to the benefit of both parties, and is intended to ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives and projects involving third parties.
11. The resolution of the HRCA Board of Directors to execute this Agreement for Services shall be attached hereto as Schedule "B".
12. The resolution of Council of the Participating Municipality to execute this Agreement for Services shall be attached hereto as Schedule "C".

Agreement for Services Available to the Public

13. As required by the *Act* and/or its regulations, this Agreement for Services shall be made available to the public, including on the HRCA website.

Fees and Payment

14. The costs associated with non-mandatory programs and services falling within Category 2 and/or 3 under the *Act* and/or its regulations shall, subject to this Agreement for Services, be reviewed by the parties on an annual basis as part of the HRCA annual budget (operating/capital) approval process, in line with budget guidelines.

15. HRCA's final approved budget, which shall be in compliance with the budget requirements of O.Reg 402/22 "Budget and Apportionment", shall be appended annually hereto as Schedule "D".
16. The fees apportioned to the Participating Municipality shall be calculated annually using the Modified Current Value Apportionment (MVCA) method in the watershed.
17. HRCA may charge a user fee in the delivery of any programs and services listed in Schedule "A", as appropriate, to assist with costs of HRCA programs or services provided under this Agreement for Services. Such user fees are not charged to the Participating Municipality; they are charged directly to the users of relevant HRCA programs and services. HRCA confirms that user fees do not presently apply to any programs or services set out in Schedule "A", but they may be in future. If such user fees are imposed, they shall only be imposed in accordance with HRCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the *Act*, or otherwise in accordance with provisions set out in an agreement between HRCA and the Participating Municipality.
18. An "Annual Notice to Pay" shall be sent to the Participating Municipality following annual HRCA budget approval, and payment for annual fees for total levy amount shall be made by the Participating Municipality by the end of the first fiscal quarter each calendar year.

Insurance and Indemnification

19. The HRCA shall supply to the Participating Municipality a summary of insurance coverage presently maintained by the HRCA, including but not limited to Professional Liability Insurance, Comprehensive General Liability and Automobile Insurance, in the amount of Two (2) Million Dollars. Such summary shall include the name of the Insurance Company, type of insurance and amount of such coverage and include the Participating Municipality as an additional insured. If the Participating Municipality requests that the amount of coverage of the HRCA's insurance coverage be increased, or special insurance be obtained, then the HRCA shall cooperate with the Participating Municipality to seek to obtain such increased or special insurance coverage. Payment of the increased cost of any requested increased or special insurance will be negotiated in good faith. The furnishing of this insurance shall not limit any of the indemnification obligations, or other obligations or liabilities, expressed elsewhere in this Agreement for Services. It is understood and agreed, that the insurance coverage provided by any insurance policy maintained by the HRCA will not be cancelled by the HRCA until thirty (30) days after written notice of such cancellation has been delivered by the HRCA to the Participating Municipality.

20. Except for negligence or willful misconduct on the part of the HRCA or the Participating Municipality and to the extent permitted by law, HRCA and the Participating Municipality agree to indemnify, defend and hold harmless each other, and each other's elected officials, directors, employees and contractors, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees actually incurred) resulting from claims by third parties arising out of the provision of service contemplated herein by the HRCA or resulting from any claims that the HRCA may have related to, arising from or in any way connected with a breach of this Agreement for Services by the other party or anyone for whom the other party is responsible for at law or the negligence of the other party or anyone for whom the other is responsible for at law.
21. Workplace Safety and Insurance coverage is applicable and required where HRCA engages in any form of services on the Participating Municipality's premises. A Workplace Safety and Insurance Board (WSIB) certificate showing HRCA's coverage shall be provided to the Participating Municipality upon execution of this Agreement for Services.

Notice

22. Any notice in respect of this Agreement for Services shall be considered sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the attention of the person(s) and at the address(es) set out in Schedule "E" hereto, or sent by registered mail or by email addressed to such person(s) as set out in Schedule "E" hereto. Any notice so made or given shall be deemed to have been duly and properly sent and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing. Either the HRCA or the Participating Municipality may validly change the address(es) or person(s) set out in Schedule "E" from time to time, by delivering an amended version of Schedule "E" to the other party, such written amendments to be delivered by the method(s) set out in this clause to the person(s) at the address(es) as set out in then-current version of Schedule "E". For avoidance of doubt, such amendment(s) to Schedule "E" shall not require the parties to re-execute this Agreement for Services or otherwise affect the rights and obligations of the parties under this Agreement for Services.

Force Majeure

23. Neither party shall be in default with respect to the performance or non-performance of the terms of this Agreement for Services resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without

limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, or other cause, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision does not relieve the Participating Municipality of its obligation to pay fees and costs when due.

Governing Law

24. This Agreement for Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and Ontario shall be treated in all respects as the locus of contract.

Approvals in Writing

25. Any approval or consent required of the Participating Municipality may be given by the Chief Administrative Officer or any person specifically authorized by them in writing to do so.

No Agency

26. Nothing herein contained shall make, or be construed to make the Participating Municipality or the HRCA a partner of one another nor shall this Agreement for Services be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Participating Municipality or the HRCA, or between the Participating Municipality, the HRCA and a third party. Nothing in this Agreement for Services is to be construed as authorizing one of the HRCA or the Participating Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein to the Participating Municipality shall be interpreted to include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

27. If any provision of this Agreement for Services is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement for Services and all other provisions shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Further Assurances

28. The parties hereto agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement for Services.

Amendments

29. This Agreement for Services cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Early Termination

30. Either party may provide the other party with written notice of their intention to terminate this Agreement for Services, with such "Notice of Intention to Terminate" to be given by the terminating party in the manner provided herein, no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of a calendar year. Upon such written notice of intention to terminate this Agreement for Services being given in any calendar year during the Initial Term or any Renewal Term(s), the date that is the last date of such calendar year, or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Agreement for Services is terminated, any operating expenses and costs incurred by the HRCA for providing services to the Participating Municipality shall be paid by the Participating Municipality up to and including the Termination Date.

Binding Agreement for Services

31. This Agreement for Services shall ensure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

Execution

32. This Agreement for Services may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the Participating Municipality and the HRCA have signed this Agreement for Services on the following page.

[signature page follows]

SIGNED, SEALED AND DELIVERED THIS DAY OF , 2023.
THE HAMILTON REGION CONSERVATION AUTHORITY

Per: _____
Chair –

Per: _____
Chief Administrative Officer –

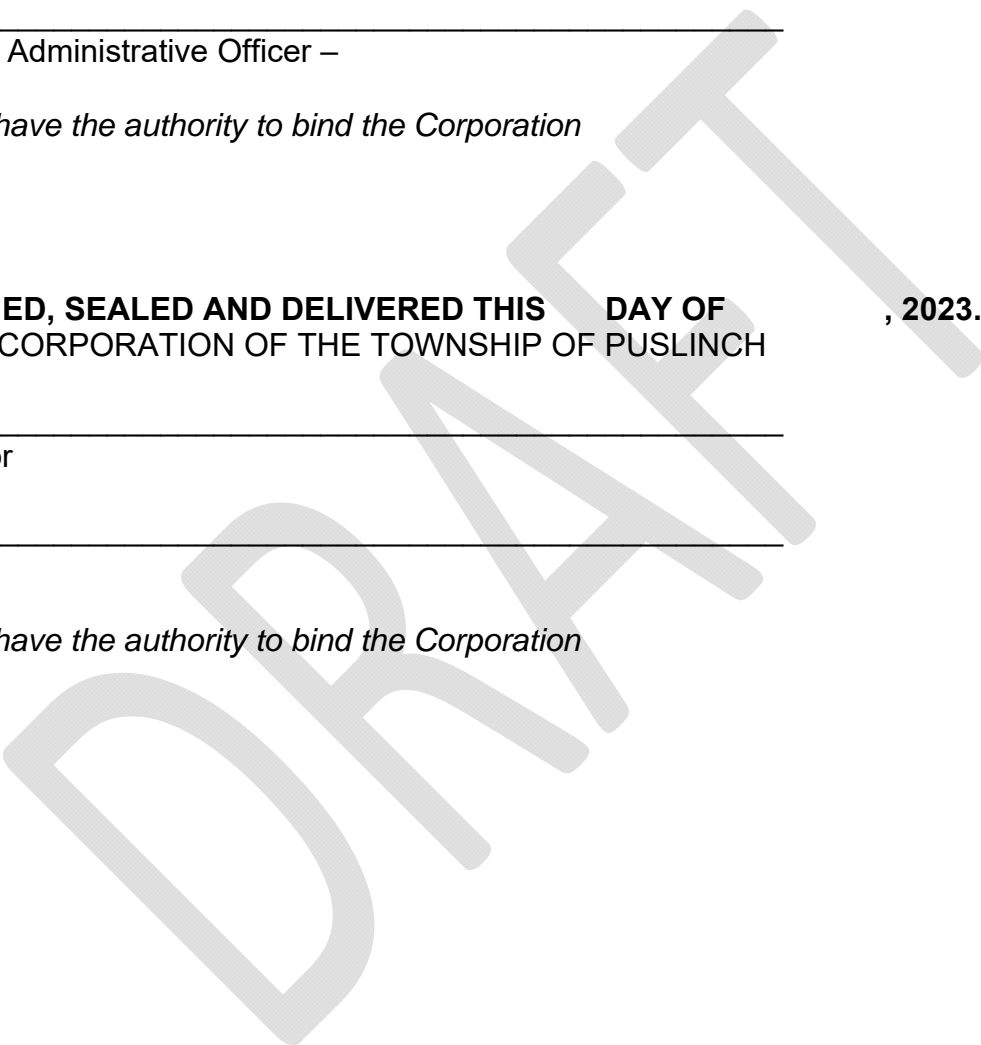
I/we have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED THIS DAY OF , 2023.
THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

Per: _____
Mayor

Per: _____
Clerk

I/we have the authority to bind the Corporation



Schedule A – HRCA Non-Mandatory Category 2 Programs and Services Requiring Municipal Financial Support through Cost Apportioning

Service Areas

The following service areas are core components of integrated watershed management or conservation lands and have been provided for many years. They are in the HRCA Strategic Plan 2019 – 2023 (which the Board of Directors has approved to be extended to 2024) and are valued by the community and have been endorsed by the HRCA Board of directors.

Core Watershed-based Resource Management Strategy

CW2 – Sub-watershed planning

- Partner developed plan which identifies streams, wetlands, forests, groundwater recharge areas, and other natural areas
- Includes an inventory of plants, animals, birds and other species
- Information on stream flows, water quality, groundwater movement and other natural features is also included
- Plan contains policies and implementation actions to protect, enhance and improve the health of the area

CW3 – Watershed Monitoring Program

- Planning and undertaking an ecological monitoring program on a watershed basis to support the objectives of both HCA and our two municipal partners.
- Used to inform policy and planning applications, source protection planning policies and technical requirements, watershed planning and management initiatives
- Used to inform on water and environmental conditions and trends and for reporting such as Watershed Report Cards
- This includes the collection, storage, assessment and distribution of ecological data and information regarding watershed conditions and health and participation on any working groups
- Used to understand natural heritage conditions, restoration and land acquisition opportunities
- Data is also used by consultants and municipalities for technical reports and studies (Development proposals, environmental assessments.)

CW4 – Watershed Stewardship and Restoration (Urban, rural and agriculture)

- Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners
- Implementation of watershed plan stewardship recommendations

CW5 – Climate change impact assessment / Planning and policies –

- HCA as part of our watershed monitoring programs collects data and identify trends for overall watershed health and climate change as they relate to natural resources, natural hazard issues such as flooding and erosion
- Identification of vulnerability or risk, and the development of mitigation and adaption policies and plans

Water Quality & Quantity Monitoring

WQ3 – Aquatic Monitoring Program – non-HCA lands

HCA's Aquatic Resource Monitoring Program (ARMP) has been in place since the mid-90's, and in its current form since 2012. The program has evolved since its inception as protocols have been developed to better monitor the watershed and its health, and to add new components to the program. The monitoring programs main goals are to improve our knowledge/understanding of the health and composition of fish and wildlife as well as their habitat across our watershed. This will improve our ability to quantify changes and help facilitate conservation and restoration of HCA owned lands and assist with the Stewardship Program. Data collected through the monitoring program is helpful in HCA staff's review of development applications occurring in or adjacent to natural habitat as well as identifying restoration opportunities as well as gauging trends and overall watershed health.

Drinking Water Source Protection – Category 2 – Direct to Participating Municipality

DW2 – Stewardship - well decommissioning

- Stewardship staff time to implement well decommissioning for private land owners through funding through the Wellington Rural Water Quality Programme or City of Hamilton.
 - Staff time is dependent on number of projects undertaken annually

Schedule B – Resolution of the HRCA Board of Directors to execute this Agreement for Services

DRAFT

Schedule C – Resolution of Council from the Participating Municipality to execute this Agreement for Services

DRAFT

Schedule D – HRCA's Final Approved Budget

DRAFT

Schedule E – Persons to Receive Notices (Pursuant to Clause 22)

- (1) in the case of the Participating Municipality, to:
Corporation of the Township of Puslinch
7404 Wellington Road 34
Puslinch, Ontario N0B 2J0

Attention: Courtenay Hoytfox,
Municipal Clerk for the Township of Puslinch

Email: choytfox@puslinch.ca

- (2) in the case of the HRCA, to:

Hamilton Conservation Authority
838 Mineral Springs Road, PO Box 81067
Ancaster ON L9G 4X1

Attention: Lisa Burnside
Chief Administrative Officer, HRCA

Email: Lisa.burnside@conservationhamilton.ca

This Memorandum of Understanding (“MOU”) for Conservation Halton’s Watershed Programs and Services made this 1st day of January 2024 (the “Effective Date”).

BETWEEN:

THE HALTON REGION CONSERVATION AUTHORITY

hereinafter referred to as "Conservation Halton"

- and -

THE TOWNSHIP OF PUSLINCH

hereinafter referred to as the "Township"

DRAFT

WHEREAS Conservation Halton and the Township (the “**Parties**”) have a shared interest in providing complementary, value-added, and customer-focused environmental and **watershed services** within the Township of Puslinch;

AND WHEREAS the **Parties** agree that there is a shared need to eliminate unnecessary duplication and streamline environmental and **watershed services** to optimize the use of existing resources and technical expertise and, where possible, coordinate efforts;

AND WHEREAS Conservation Halton is a conservation authority, established under the *Conservation Authorities Act* (the “**Act**”), with the object to provide, in the area over which it has jurisdiction, programs and services that further the conservation, restoration, development and management of natural resource in its watersheds;

AND WHEREAS under the Act, Conservation Halton is required to provide **Category 1 programs and services**;

AND WHEREAS under the Act, Category 1 programs and services, including operating expenses and capital costs, are funded through the budget and apportionment process in accordance with the applicable regulations and without a memorandum of understanding or agreement with the Township;

AND WHEREAS under the Act, Conservation Halton may also provide **Category 2 and/or 3 programs and services** where there is a memorandum of understanding, or such other agreement, with the Township in respect of the programs and services;

AND WHEREAS under the Act, **reduced operating expenses and capital costs** for **Category 2 and/or Category 3 programs and services** may be funded through the budget and apportionment process and provided with a memorandum of understanding or other agreement with the Township;

AND WHEREAS under the Act, **Category 2 and/or Category 3 programs and services** may also be provided where there is a memorandum of understanding, or such other agreement, with the Township in respect of the programs and services, outside of the budget and apportionment process, through individual procurement agreements;

AND WHEREAS this memorandum of understanding (the “**MOU**”) sets out the principles, terms and conditions governing the delivery of **Category 2 and/or Category 3 programs and services** that may be funded by the Township through the budget and apportionment process, or otherwise requested by the Township outside of the budget and apportionment process;

NOW THEREFORE the **Parties** hereby agree to enter into this MOU in relation to the provision of **Category 2 and/or Category 3 programs and services** in the Township of Puslinch within Conservation Halton’s jurisdiction, in accordance with specific terms and conditions outlined herein.

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Schedule A – “Description of Category 2 Programs & Services (Watershed Services) that Conservation Halton Delivers that are Partially Funded by the Township of Puslinch through the Annual Budget & Apportionment Process”

Schedule B – “Conservation Halton (CH) 2024 Budget & Business Plan” (as approved by the CH Board on October 19, 2023)

1. DEFINITIONS

“Category 1 Program or Service” – means mandatory programs and services described in O. Reg. 686/21 (e.g., natural hazard management, regulatory, management of CH-owned lands, source protection, watershed-based resource management strategy). Category 1 programs and services are funded through the budget and apportionment process in accordance with the applicable regulations and may be municipally funded and/or through user fees, and/or grants.

“Category 2 Program or Service” – means programs and services that are at the request of a municipality as described in S.21.1.1 of the *Conservation Authorities Act*, including watershed services. Category 2 programs and services may be municipally funded and/or through user fees and/or grants, but a MOU/service agreement is required if municipally funded.

“Category 3 Program or Service” – means programs and services that a Conservation Authority considers advisable to further the purposes of the *Conservation Authorities Act* as described in S.21.1.2 of the Act, including watershed services. The programs and services may be municipally funded and/or through user fees and/or grants, but a MOU/service agreement is required if municipally funded.

“Watershed Services” – means areas wherein Conservation Halton has professional expertise, including but not limited to natural hazard and natural resources management, watershed data collection, monitoring, analysis and reporting, watershed planning and management, environmental education and outreach, environmental restoration, landowner outreach and stewardship, and climate change assessment.

“MCVA apportionment method” – means a method of apportioning a conservation authority’s operating expenses and capital costs that is based on the modified current value assessment of the properties within the authority’s area of jurisdiction and further described in *Conservation Authority Act* regulations.

“Parties” – means the Parties to this agreement, including Conservation Halton and the Township of Puslinch.

“Reduced operating expenses and capital costs” – means the capital and operating costs of an authority for a given year, as reduced following *Conservation Authority Act* regulations.

2. PURPOSE

2.1. The purpose of this MOU is to:

- a) satisfy provincial requirements under the *Conservation Authorities Act* (the “Act”);
- b) outline the **Category 2 and/or 3 programs and services** delivered by Conservation Halton and which are funded, in part or whole, by the Township; and
- c) detail the agreed-upon terms for the delivery of **Category 2 and/or Category 3 programs and services** by Conservation Halton.

2.1. This MOU is not intended to conflict with or preclude any other agreement between Conservation Halton and other municipalities, agencies, partners, or entities.

3. OBJECTIVES

3.1. The objectives of this MOU are to:

- a) ensure that environmental and watershed-related programs and services in the Township of Puslinch are effective, complementary, value-added, and customer-focused;
- b) eliminate unnecessary duplication and streamline environmental and watershed-related programs and services to optimize the use of existing resources and technical expertise and, where possible, coordinate efforts;
- c) continuously improve working relationships and enhance service performance of all **Parties**;
- d) ensure natural resources in the Township of Puslinch are protected, managed and/or restored using a watershed or systems-based approach and cost-effective solutions;
- e) support the development of a collaborative watershed-based resource management strategy that addresses natural resource issues of interest and concern to the Parties; and
- f) ensure relevant watershed resource data is collected using sound science and robust analytical tools and technologies, is shared among the **Parties** to support decision making and evaluation, and that related outcomes and progress are reported among the **Parties**.

4. AGREEMENT

4.1. Conservation Halton will deliver **Category 2 and/or Category 3 programs and services** in accordance with any standards and requirements, and any terms and conditions, that may be prescribed pursuant to subsection 21.1.1(4) of the Act.

4.2. Conservation Halton agrees to deliver **Category 2 and/or Category 3 programs and services** specifically described in the attached Schedule(s).

4.3. The **Parties** agree to meet on an annual basis to ensure that the objectives and terms of this MOU and its associated Schedule(s) are achieved. It shall be the responsibility of Conservation Halton to initiate the annual review with the Township.

5. TERM

5.1. This MOU shall be executed by the **Parties** and come into effect on January 1, 2024. The term of this MOU will be for a period of five (5) years, running until December 31, 2028 (“Initial Term”).

- 5.2. This MOU shall be endorsed by the Conservation Halton Board and Township Council. Signatories to the MOU must warrant sufficient authority to bind the Party.
- 5.3. This MOU shall be reviewed every five (5) years, or as necessary to reflect any legislative changes or provincial directions, and shall commence within six (6) months of the end date of the Initial Term of this MOU. Conservation Halton shall lead the review of the MOU with any final recommended changes subject to full agreement by all **Parties**.
- 5.4. Schedules may be added to, amended, or removed from this MOU without Board and Township Council endorsement. No changes shall be made without first consulting with Township staff.
- 5.5. A Schedule to this MOU does not require Conservation Halton Board and Township Council endorsement but signatories to the Schedule must warrant sufficient authority to bind the Party.
- 5.6. This MOU shall terminate automatically upon either party providing the other party with prior written notice of their intention to terminate this MOU given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year. Upon such written notice of intention to terminate this MOU being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this MOU is terminated, any operating expenses and costs incurred by Conservation Halton for providing services to the Township shall be paid by the Township up to and including the Termination Date.
- 5.7. The Parties may renew this MOU for an unlimited number of additional five (5) year terms (the "Renewal Term(s)"), provided that any renewed MOU must also be reviewed by the parties six months prior to the end-date of any such Renewal Term(s), as set out in paragraph 5.3.

6. FUNDING

- 6.1. Conservation Halton shall follow the prescribed budgetary process and shall comply with the prescribed methods of apportionment or, where permitted, by agreement in accordance with the Act and applicable regulations.
- 6.2. Conservation Halton shall identify what proportion of **Category 2 and/or Category 3 programs and services** identified in the annual budget are funded by the Township through the **MCVA apportionment method** and shall apportion the associated **reduced operating expenses and capital costs** to the Township. **Category 2 and/or Category 3 programs and services** are described in Schedule A of this Agreement.
- 6.3. The amount of total annual fees is shown in Schedule B of this Agreement. The costs will be reviewed by the parties on an annual basis as part of Conservation Halton annual budget (operating/capital) approval process, in line with budget guidelines. Conservation Halton's final approved budget, which shall comply with all applicable regulations.
- 6.4. Where **Category 2 and/or Category 3 programs and services** are requested by the Township and it involves municipal funding other than the **MCVA apportionment method**. Conservation Halton shall attribute the associated operating expenses and capital costs to the Township.

- 6.5. An 'Annual Notice to Pay' shall be sent to the Township following Conservation Halton's annual budget approval, and payment for annual fees for total levy amount shall be made by the Township at the end of the first fiscal quarter of each calendar year.
- 6.6. Where the Township procures **Category 2 and/or Category 3 programs and services** outside of the budget process, Conservation Halton will be considered when procuring services related to Conservation Halton's areas of expertise and in accordance with applicable procurement and purchasing policies.

7. DISPUTE RESOLUTION

- 7.1. In the event of any dispute between the **Parties** in carrying out the terms of this MOU and associated Schedules that cannot be resolved between staff members, the issue(s) under dispute are to be escalated to the **Parties'** Chief Administrative Officers for resolution. The parties understand that no dispute will be referred to any court, tribunal, arbiter, or any other binding forum or process.
- 7.2. Any notice, election, demand, request, consent or objection required or contemplated to be given or made by any provisions of this MOU shall be given or made in writing and either delivered personally, electronically or sent by registered mail, postage prepaid to the **Parties**.

8. INSURANCE

- 8.1. Conservation Halton agrees that it shall, at its own expense during the performance of the **Category 2 and/or Category 3 Programs and Services**, shall maintain the following insurance:
- i. Comprehensive General Liability Insurance – such coverage shall include personal injury coverage, bodily injury and public liability and property damage coverage against loss or damage resulting from bodily injury to or death to one or more persons and loss of or damage to property of the Township or any other public or private property resulting from or arising out of any negligent act or omission on the part of the Conservation Halton. Such insurance shall include: 1) a \$5,000,000.00 limit of coverage per occurrence; and 2) a cross liability/severability of interest clause.
 - ii. Comprehensive Automobile Liability Insurance: – Conservation Halton agrees to carry a comprehensive automobile liability policy providing bodily injury liability and property damage liability insurance. The policy shall protect the **Parties** against all liability arising out of the use of owned or leased automobiles, both passenger and commercial. The limits of the liability under this insurance policy shall not be less than \$2,000,000.00 per occurrence.
 - iii. Professional Liability: such coverage shall include coverage for an amount not less than \$1,000,000.00 dollars with respect to all of the responsibilities relating to this Agreement. Professional Liability insurance, also known as Errors and Omissions (E&O) provides coverage against claims that professional advice or services provided caused financial harm due to actual or alleged mistakes or a failure to perform a professional service.
- 8.2. Conservation Halton further agrees that the coverage provided by the policies specified in this Section will not be changed, amended, or cancelled until sixty (60) days after written notice of such intended change, amendment or cancellation has been delivered to the

Parties.

- 8.3. Conservation Halton shall provide a summary of insurance which shall include name of the Insurance Company, type of insurance, and amount of such coverage and include the Township as an additional insured. If the Township requests that the amount of coverage of the Conservation Halton's insurance coverage be increased, or special insurance be obtained, Conservation Halton shall cooperate with the Township to seek to obtain such increased or special insurance coverage, as necessary. Payment of the increased cost of any requested increased or special insurance will be negotiated in good faith. The furnishing of this insurance shall not limit any of the indemnification obligations, or other obligations or liabilities, expressed elsewhere in this MOU.

9. WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

- 9.1. Workplace Safety and Insurance coverage is applicable and required where Conservation Halton engages in any form of services on the Township's premises. Workplace Safety and Insurance Board (WSIB) certificate showing Conservation Halton's coverage shall be provided to the Township upon execution of this Agreement.

10. INDEMNIFICATION

- 10.1. Conservation Halton covenants and agrees to indemnify and save the Township, its Councillors, officers, employees and agents harmless from any liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of its obligations under this Agreement, including without limitation any negligent act or omission by any employee, agent or sub-consultant or anyone else from whom it is in the law responsible, save and except where the liability, action, claim loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, arises out of the negligence of the Township, its Councillors, officers, employees or agents.
- 10.2. The Township covenants and agrees to indemnify and save Conservation Halton, its Board Members, officers, employees and agents harmless from any liability, action, claim, loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of its obligations under this Agreement, including without limitation any negligent act or omission by any employee, agent or sub-consultant or anyone else from whom it is in the law responsible, save and except where the liability, action, claim loss, injury, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, arises out of the negligence of Conservation Halton, its Board Members, officers, employees or agents.

11. GENERAL

- 11.1. The Parties acknowledge that there are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming part of or in any way affecting or relating to this MOU other than as set out in this MOU which constitutes the entire agreement between the **Parties** and which may be modified only by further written agreement.

- 11.2. This MOU and the covenants and agreements herein contained extend to and ensure to the benefit of and are binding upon the **Parties** and their respective successors and assigns, according to the purport and intent of their respective covenants and agreements.
- 11.3. Should any provision or provisions of this MOU be illegal or unenforceable, it or they shall be considered separate and severable from this MOU, and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
- 11.4. The **Parties** agree that each of them shall and will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this Agreement, and the terms and conditions contained herein.
- 11.5. This MOU may be executed in any number of counterparts and may be delivered by means of electronic transmission.
- 11.6. The headings contained in this MOU are for reference only.

12. PUBLIC AVAILABILITY

- 12.1. This MOU shall be accessible to the public on Conservation Halton's website in accordance with the Act and any applicable regulations.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the Effective Date.

**THE HALTON REGION
CONSERVATION AUTHORITY**

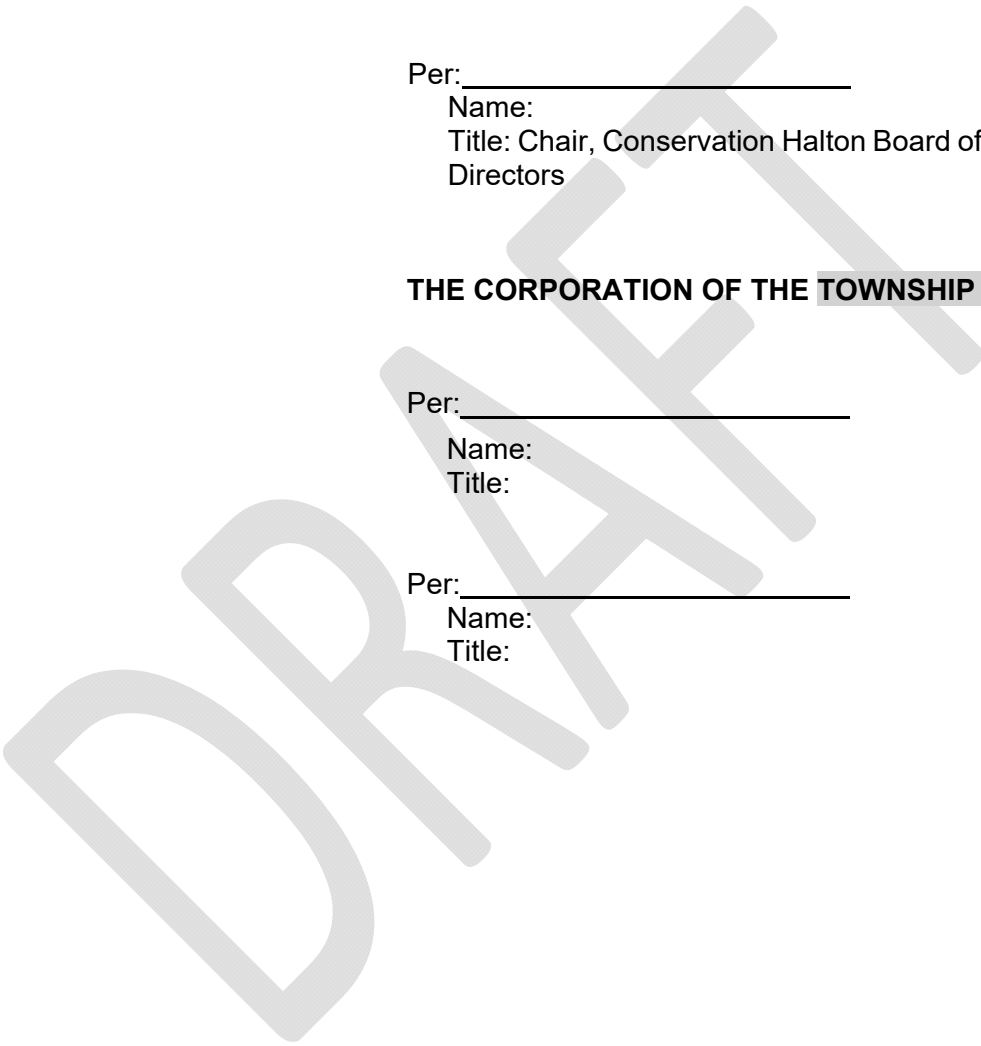
Per: _____
Name:
Title: President and Chief Executive
Officer

Per: _____
Name:
Title: Chair, Conservation Halton Board of
Directors

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

Per: _____
Name:
Title:

Per: _____
Name:
Title:



“Schedule A”**DESCRIPTION OF CATEGORY 2 PROGRAMS & SERVICES (WATERSHED SERVICES) THAT CONSERVATION HALTON (CH) DELIVERS THAT ARE PARTIALLY FUNDED BY THE TOWNSHIP OF PUSLINCH THROUGH THE ANNUAL BUDGET & APPORTIONMENT PROCESS**

Program/Service Name	Description/Rationale
Watershed and Subwatershed Planning	CH develops plans to characterize the land use, stressors, water resource and natural systems within a watershed or subwatersheds. These plans provide analysis based on stressor and mitigation scenarios, as well as recommend implementation actions to meet study goals and objectives. Plans may also include the identification, prioritization and quantification of risks and cost-benefit analysis of a range of management options, with management recommendations based on this analysis.
Watershed Monitoring and Reporting	CH collects and analyzes a suite of data on water quality and water quantity, rainfall and climate, natural assets, and biodiversity. CH's data is used to: 1) inform comments on municipal policy and planning applications, source protection policies and technical requirements, watershed planning and management initiatives, 2) assess and report on water and environmental conditions, trends, drivers and risks within a watershed or subwatersheds (e.g., Watershed Report Cards, interactive story maps, etc.); 3) provide flood warnings and forecasting and support emergency planning; 4) identify and prioritize natural areas for protection, restoration, and enhancement; 5) carry out natural asset condition and risk assessments; and 6) undertake performance monitoring. CH data is also used by consultants/municipalities to support technical reports and studies (e.g., Subwatershed Studies, Environmental Assessments, Environment Implementation Studies) and inform municipal water management.
Climate Change Vulnerability Assessment and Resiliency Planning	CH assesses trends and impacts of climate change as they relate to natural resources, including flood mitigation and stormwater management, natural heritage, biodiversity, and environmental health. CH develops risk assessment/management methodologies, to identify priority short- and long-term vulnerabilities and risks to natural and built infrastructure/properties, undertakes cost-benefit analysis, identifies prioritized response actions at the watershed level and develops mitigation and adaptation policies and plans.
Environmental Education and Outreach	CH delivers programs and services to engage, educate, and coordinate environmental and climate change awareness and learning programs. Includes implementation of curriculum-based outdoor education programs, adult workshops, public awareness events, Water Festival, Forest Festival, and other community events, etc.
Landowner Engagement and Stewardship	CH engages with urban, rural, and agricultural landowners to promote private land stewardship and provide project advice, design and implementation assistance to property owners and delivery of CH's existing landowner assistance programs.
Restoration on Public and Private Lands	CH undertakes projects to manage natural hazards and improve the environment for landowners and municipalities and undertakes environmental restoration and enhancement projects on behalf of the private sector (e.g., developers, private companies). Program is partially funded through provincial and/or federal programs or other grantors/partners. Includes, but is not limited to, delivery of wildlife habitat improvement projects, water quality projects, forestry services, wetland restoration projects, on-line dam removal, and riparian restoration.

“Schedule B”

**CONSERVATION HALTON (CH) 2024 BUDGET & BUSINESS PLAN
(AS APPROVED BY THE CH BOARD ON OCTOBER 19, 2023)**

DRAFT



July 21, 2023
Our File: 199024

Township of Puslinch
RR3, 7404 Wellington Road 34
Guelph, ON N1H 6H9

Attention: Ms. Courtenay Hoytfox
Municipal Clerk

Re: Wellington Common Elements
Condominium Corporation No.
214 (CECC #214), Annual
Operations and Maintenance
Report for the Wastewater
Treatment System - 2022

Dear Ms. Hoytfox,

As requested, GM BluePlan Engineering Limited (GMBP) has reviewed the '2022 Annual Operations and Maintenance Report for the Wastewater Treatment System' prepared for the Wellington Common Elements Condominium Corporation #214 (WCECC #214) by the Ontario Clean Water Agency (OCWA) dated March 17, 2023 (hereafter referred to as the annual report). The annual report is required as per the 2014 Operations and Maintenance agreement between CECC #214 and the Township of Puslinch (the Township).

WCECC #214, formerly known as the Mini Lakes Mobile Home Community, is located on Wellington County Road 34 in the Township of Puslinch and is serviced with a communal collection and Wastewater Treatment System (WWTS) with subsurface disposal beds. The Wastewater Treatment System (WWTS) serves approximately 292 residential units and common amenities and has a rated capacity of 158 m³/day average daily flow. The collection system consists of five sewage pumping stations discharging into a wastewater treatment plant. The treatment process is a dual train aerobic system each consisting of a primary settlement tank, rotating biological contactors (RBCs), alum injection system, intermediate clarifier, denitrification tank with carbon dosing, and final clarifier. An effluent pump station discharges treated effluent to the subsurface disposal system.

In October 2017, OCWA was retained as the Operating Authority for the WWTS, which was previously operated by American Water Canada Corporation until the end of September 2017. The WWTS is operated under Ministry of the Environment, Conservation and Parks (MECP) Amended Environmental Compliance Approval (ECA) # 8154-AR4J2T dated September 18, 2017. The current ECA replaced the previously issued Amended ECA No. 2391-9KCJUS dated June 1, 2016.

1.0 EFFLUENT QUALITY

The treated sewage effluent is monitored twice a month prior to discharge to the leaching bed as required by the ECA. Treated effluent samples are collected from the effluent pump chamber prior to discharge to the leaching bed. A total of 26 effluent quality samples were reported to be collected during 2022.

Table 1 summarizes the average effluent quality for the year 2022, presented as year to date (YTD) average concentrations (Column 2), previous YTD average (2021) (Column 3) and ECA Compliance Limit (Column 4). It is noted that the effluent limits in the ECA are based on annual average concentrations for any calendar year. As per the ECA, a non-compliance, with respect to effluent quality, occurs when the annual average

concentration of any of the treated effluent parameters, based on all grab samples collected in accordance with the ECA requirements, during any calendar year, exceeds its effluent compliance limit concentration.

Table 1. Effluent Limits, ECA No. 8154-AR4J2T

1	2	3	4
Parameters (mg/L)	YTD Avg., (Jan. 1, 2022 to Dec. 31, 2022) ^a (mg/L)	Previous YTD Avg., (Jan. 1, 2021 to Dec. 31, 2021) ^a (mg/L)	Amended ECA Compliance Limit (mg/L)
CBOD ₅ ^b	10.69	20.04	20
TSS ^c	31.31	33.85	20
TP ^d	0.75	0.58	1
NO ₃ ^e (Nitrate-Nitrogen)	9.66	7.18	8

- a. Year to date (YTD), or annual average concentration, as reported by OCWA.
- b. CBOD₅ = 5 day Carbonaceous Biological Oxygen Demand
- c. TSS = Total Suspended Solids
- d. TP = Total Phosphorous
- e. NO₃ = Nitrate

Based on reported concentrations, the YTD or average annual concentrations of TSS and NO₃, exceed the ECA compliance limits for these parameters. The YTD average annual concentrations of CBOD₅ and TP are within the ECA compliance limits for the 2022 monitoring period for these parameters. Additional details are discussed below.

Total Phosphorus (TP)

Effluent TP concentrations were reported below the effluent limit for this parameter during the effluent quality sampling events in 2022, with the exception of one exceedance in Q2 in June (2.40 mg/L), two exceedances in Q4 in November (1.08 mg/L) and December (1.25 mg/L). The average reported annual TP concentration was 0.75 mg/L, which is below the effluent limit of 1.0 mg/L. Although there were less exceedances than the 2021 TP concentrations, the annual average was increased. In the Mini Lakes WWTP monthly performance report (For the period of January 1 to May 31, 2023), TP was reported to be higher than 1 mg/L for annual average to date of sampling. As noted in 2022, TP levels appear to be rising year over year since 2017. It is recommended that TP continues to be closely monitored and potentially further investigated if levels are seen to increase further in 2023.

Carbonaceous Biological Oxygen Demand (CBOD₅)

Effluent CBOD₅ concentrations were reported below the effluent limit for this parameter during the effluent quality sampling events in 2022. With the exception of one exceedance in Q1 in March (26.00 mg/L) and one exceedance in Q2 in June (27.00 mg/L). The overall average annual CBOD₅ concentration was 10.69 mg/L, which is below the effluent compliance limit for this parameter. CBOD₅ levels appear to be rising year over year since 2018 and during the period of COVID-19 in both 2020 and 2021, effluent CBOD₅ concentrations exceeded the ECA required compliance. However, it seems that as COVID-19 restrictions change and people return to work in person resulting in reduced water consumption, the current treatment systems was able to achieve the desired CBOD₅ concentration levels in 2022.

Nitrate (NO₃)

The NO₃ concentrations were above the limit during fourteen of the 26 effluent quality sampling events in 2022. The annual average effluent NO₃ concentration was reported at 9.66 mg/L, above the ECA compliance limit of 8.0 mg/L for this parameter and above the 2021 average of 7.18 mg/L. In Q1 and Q4,

every sample except two exceeded the compliance limit, with exceedances ranging from 8.25 mg/L to 19.20 mg/L. During Q2 and Q3, as the temperature increased, the exceedance of NO₃ concentrations reduced. However, there were still three instances of exceedance during these quarters.

According to the annual report, while there has been some progress in reducing effluent nitrate levels in 2020 and 2021, the treatment system still encountered challenges in 2022 as indicated in the sampling results. The nitrate concentration levels in the effluent remain above the compliance limit (8.0 mg/L), highlighting the need for further improvement.

Total Suspended Solids (TSS)

The annual average effluent TSS concentration was reported at 31.31 mg/L, which is above the effluent compliance limit of 20 mg/L. In 21 out of the 26 bi-monthly grab samples of the treated effluent, the TSS concentrations were reported at above 20 mg/L (exceedances ranging from 22 to 110 mg/L). These recent exceedances are well above the TSS annual average concentrations reported during 2012 to 2017, but slightly lower than the annual average TSS concentration in 2021 (33.85 mg/L). The upwards trend in effluent TSS concentrations appears to have started in the second quarter of 2018 and continued throughout 2019, 2020, 2021 and 2022. During the first and second quarters of 2022, the average results were lower compared to those of 2021. However, in the third and fourth quarters, the TSS concentrations were higher than the corresponding periods of 2021. Based on the current annual sampling data (as of April 2023), it is highly likely that effluent TSS results will once again be found to be out of compliance.

The annual report identifies significant challenges with the sludge management systems resulting in carry over of solids and debris through the treatment process as a contributor to solids removal performance. Steps have been taken to improve the system and maintenance/optimization should be continued on an ongoing basis as per the annual report, however sludge management should be addressed more comprehensively in the proposed future upgrades.

TSS exceedances have the potential to affect the long-term performance of leaching beds and therefore it is important that this issue be addressed, especially given the reported concerns with the sewage disposal beds as discussed further below.

2.0 SUBSURFACE DISPOSAL SYSTEM

It appears that during 2021 concerns related to the presence of standing water and sludge breakthrough in the vicinity of the five (5) sewage disposal beds, first identified in 2018, continued to be an issue. An inspection was completed in June 2021, including some excavation. The inspection found that the tile beds are plugged and not level, and pooling is occurring due to soil saturation. The annual report states that OCWA has hired a Consulting Engineer to replace the Subsurface Disposal System. The project was granted to Associated Engineering, and they initiated the Geotechnical Investigation during the Design Phase.

3.0 SEWAGE FLOWS

Maximum daily flows exceeded the rated capacity of 158 m³/day on some days in Q1 2022, the highest of which was in January at about 240 m³/day. It is probable that the significant increase in flows during Q1 is a result of the thawing of snow that accumulated in January and early February due to the sudden rise in temperature. From Q2 to Q3, only three flow exceedances were observed with the highest exceedance of effluent flow in August of 239 m³/day. The exceedances are attributed to weather events (increased precipitation and temperatures).

The WWTS is rated for an “Average Daily Flow” rate of 158 m³/day. “Average Daily Flow” as defined in the ECA as the *cumulative total sewage flow to the sewage works during a calendar year divided by the number of days during which sewage was flowing to the sewage works that year*. The Average Daily Flow for 2022 to the plant was 116.75 m³/day which represents approximately 74% of the current rated plant capacity.

The plant is considered in compliance with the ECA with respect to effluent flows. The recorded flows for this year (2022: 116.75 m³/sec) have decreased compared to previous years (2020: 122.57 m³/sec and 2021: 138.98 m³/sec), most likely attributable to lower domestic water consumption due to changes in COVID-19 restrictions.

Although there is evidence that some infiltration and inflow is occurring, the “Average Daily Flow” to the plant is well within the compliance limits of the ECA and appears to be within the maximum hydraulic capacity of the plant (237 m³/day, based on a 1.5 peaking factor). It is recommended that the peak flows to the plant are closely monitored moving forward. Practices which reduce inflow may also be proactively considered, such as installation of inflow dishes on low lying maintenance hole lids.

It is noted that high groundwater elevations are known to occur in many areas of the site and are likely a significant contributor to sewer system infiltration.

4.0 GROUNDWATER LEVEL

In accordance with the ECA, groundwater level and groundwater quality monitoring are completed at the site in nine (9) existing groundwater monitoring wells and two additional monitoring wells. As reported, groundwater level fluctuations were observed in 2022, which is expected based on climatic conditions and seasonal variations in weather, such as the amount and type (e.g., snow vs. rainfall) of precipitation as well as regional fluctuations in groundwater levels.

5.0 GROUNDWATER QUALITY MONITORING

With respect to sewage indicator parameters, based on the results of the quarterly groundwater quality monitoring, there is no recorded exceedances in nitrate concentration in 2022.

Elevated nitrate concentrations in MW-2 and MW-4 which are near the sewage subsurface disposal beds are observed. However, these concentrations are below the Ontario Drinking Water Quality Standards (ODWQS) of 10 mg/L for nitrate.

Total phosphorus concentrations in the groundwater were within levels expected for shallow groundwater, although slightly higher concentrations were found in monitoring wells MW#1 and MW#9. These wells measure incoming flows into Mini Lakes from the northeast so the higher concentrations could be due to agricultural run-off or nearby ponds. However, the present levels of phosphorus do not appear to be a concern.

E. coli levels were elevated at all monitoring wells for all quarters except Q1 during 2022. Elevated levels were all 2 cfu/100 ml or less, with the exception of Q2 for MW-12, which were at 8 cfu/100 mL. E. coli levels below 100 cfu/100 mL are generally considered to be a result of surface water influences, rather than attributed to a sewage collection system leak or from the subsurface disposal system.

High concentrations of Dissolved Organic Carbon (DOC) were found at MW#1, MW#8, MW#9 and MW#11 during 2022. This is consistent with previous years. The DOC can be attributed to the local presence of water with high levels of organic material. The ponds throughout the community and the high elevation of groundwater levels could explain these results.

6.0 SURFACE WATER QUALITY MONITORING

Quarterly surface water quality samples were collected in 2022 at five (5) locations, as required by the ECA. Generally, the analytical results of water quality with respect to key indicator parameters for surface water including nitrates, total phosphorus and ammonia are comparable for the upstream, throughout the property and downstream monitoring locations.

One instance of a very large E. coli spike was reported at SW-1, SW-3, AND SW-6 with the highest concentration of 2,220.00 CFU/100ml. The WWTP annual report stated that the surface water sampling points (SW-1, SW-3, and SW-6) are situated in close proximity to the existing water bodies (ponds) in Mini Lake. And therefore, this suggests that the high levels of E.coli might be caused by potential sources of pollution originating from these nearby ponds. More explanation of this spike should be provided. It appears that a sentence of the report in this section is incomplete. E. coli levels at all other surface monitoring locations except SW-1 and SW-3 was below the 100 cfu/100 mL limit.

All surface water phosphorus concentration results for 2022 were below 0.03 mg/L, which exceeded the 0.02 mg/L limit. In the annual report, this result was considered as low concentrations.

All surface water nitrate concentrations were below 0.42 mg/L, which is well below the 13 mg/L limit.

7.0 OPERATIONAL ISSUES AND SYSTEM MAINTENANCE

System maintenance activities and operational issues are summarized in the 2022 annual report. For the most part, the undertaken maintenance activities comprise general housekeeping items typically needed in the operation of a wastewater treatment plant and sewage collection system as well as upgrades to equipment identified to cause operational issues. The 2022 activities included monitoring of sludge levels and removal as needed, repair, maintenance and/or replacement of various system components including pumps, Rotating Biological Contactors (RBCs), flow and level monitoring equipment, valves, and injectors. Sludge was regularly hauled from the primary clarifiers and on occasion floating solids were removed from the intermediate clarifiers.

8.0 CONDITION ASSESSMENTS AND INVESTIGATIONS

A Process Optimization and Technical Services (POTS) Site Visit was conducted in September 2021 to determine if operational changes could be made to improve the RBC process system until upgrades can be implemented. The site visit and subsequent reporting found that the nitrate exceedances are related to the high DO (dissolved oxygen) in the RBC process as a result of lower flows and carbonaceous biological oxygen demand (cBOD) loading in the RBC trains than the design had intended for. This is resulting in poor performance of the anoxic process. In addition, unbalanced biofilm weight across the RBC shaft is leading to mechanical issues. Recommendations were made for operational changes that could improve the RBC process. The Process Optimization also made several other recommendations for overall plant upgrades, including updates to buildings, electrical power, SCADA integration, and odour control.

It appears that as per the 2022 annual report, some changes for the recommendations from the POTS are still in effect but most of the recommendations are unfeasible.

The 2022 annual operations and maintenance report stated that the proposed upgrades which include an upgrade for Primary Clarifier, Denitrification Chamber, Effluent Chamber, and Chemical Storage Building for Amended ECA number 8154-AR4J2T (September 19, 2017) are unfeasible. As a result, the report concluded that the aim of Mini Lakes community is to tackle the issues including SCADA system as part of the overall facility upgrade currently in progress.

A Sewage Treatment System Trade-Off Study was completed by OCWA in 2018. The study concluded that the likelihood of failure and consequence of failure scores are sufficiently high enough that a system upgrade is warranted. Mini Lakes community decided to upgrade their current treatment system to a new one that utilizes SBR technology.

A Standby Power Study completed in 2018 presented five options to provide emergency power for all sewage pumping stations (SPS), of which the board selected a preferred option. However, the project was cancelled when proposed upgrades were voted against by residents after a public presentation in September 2019.

The 2022 annual report stated that according to the communication received from Hydro One in February 2022, there will be no need for an electrical upgrade in relation to any WWTP upgrade. Per their confirmation, Hydro One is comfortable providing a three-phase tie-in at the Wellington Road 34. Currently, the Mini Lakes board is collaborating with Hydro One to identify the appropriate pathway for the right of way.

Associated Engineering (AE) was retained in September 2020 to conduct design services for the proposed upgrades. In January 2021, AE presented a memorandum regarding the "Mini Lakes WWTP Upgrades-Options Review" followed by the submission of the Preliminary Design Report in September 2021. AE also submitted a technical memorandum in 2022 providing a review of four options, ultimately concluding that the Membrane Aerated Bioreactor Reactor (MABR) - Option 4 - is the most practical solution. Mini Lakes board has scheduled a presentation in early 2023 to review and approve the recommendations outlined in this memo.

A preliminary inspection of the subsurface disposal system (tile beds) was completed in June 2021 by Howden Edgar. The inspection resulted in the identification of necessary remedial work to ensure the proper functioning of the tile bed. Mini Lakes has duly reviewed and authorized this work. In 2022, a geotechnical investigation has been completed and the design to repair the tile beds is in progress. The upgrade is expected to be tendered for construction in the early summer of 2023.

9.0 REQUIRED IMPROVEMENTS

Several recommendations to improve the overall system performance were identified throughout this and previous annual reports. Outstanding items identified that do not appear to have been addressed to date include the following:

- The TSS removal process will need extra attention due to the fact that there have been exceedances almost every month in 2022.
- In addition, the Process Optimization Report states that the building housing the RBCs and the control room housing the MCCs and disconnect switches are leaking, poorly lit and require better ventilation. It is necessary to provide a status update for this issue.
- It would be helpful to include a further status update for an upgrade to three-phase power in future reports.
- It seems that there is a need for upgrades to the SCADA and historian systems in order to enhance accessibility, control, and data recording capabilities. It is essential to include these upgrades as part of the general facility upgrade.
- The Process Optimization Report recommends that odour control be incorporated into any future plant upgrades.
- Based on the 2022 annual engineering report, sewage was still flowing frequently into the RBC tank. This should be discussed further for RBCs best operation.
- The 2022 annual operations and maintenance report stated that the proposed upgrades which include an upgrade for Primary Clarifier, Denitrification Chamber, Effluent Chamber, and Chemical Storage Building for Amended ECA number 8154-AR4J2T (September 19, 2017) are unfeasible. As a result, the report concluded that the aim of Mini Lakes is to tackle the issues including SCADA system as part of the overall facility upgrade currently in progress. Therefore, continuous updates on whether overall facility upgrades are compliant with all standards are required.
- Both the November 2021 Process Optimization Report and 2020 Condition Assessment report make sampling and monitoring recommendations in order to allow for better optimization of chemical dosing at various stages in the treatment system.

- It has previously been reported that characterization of the raw (incoming) sewage commenced in late 2018. Discussion of wastewater characterization has not yet been provided. As recommended previously, it would be helpful to discuss this analysis in future reports.
- Easy to implement practices to reduce sewer inflow should be considered, such as installation of inflow dishes on low lying maintenance hole lids or raising sanitary maintenance hole covers.

The above matters, and issues should be addressed, and any progress or resolutions reported on in future quarterly and annual monitoring reports.

10.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the information provided in the '2022 Annual Operations and Maintenance Report for the Wastewater Treatment System' prepared by OCWA (March 17, 2023), the WCECC #214 wastewater treatment plant effluent did not meet the MECP ECA compliance limits for NO_3 and TSS based on an annual average effluent quality basis during 2022. The effluent did meet the compliance limits for TP and CBOD_5 .

The 2022 average effluent flow was reported at 116.75 m^3/day which represents approximately 74% of the current rated plant capacity of 158 m^3/day and is below the sewage flow compliance limit stipulated in the ECA.

Based on our review of the 2022 Annual Monitoring Report we recommend that:

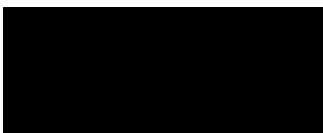
- The design of future system upgrades should be completed as soon as possible, with a goal of construction within the next one to two years. The Owner and Operators should take appropriate action to bring the wastewater treatment plant into compliance with respect to ECA requirements.
- Plant effluent flow rates should be monitored closely moving forward.
- Operators should continue to closely monitor effluent parameters and take corrective action, as required.

We trust this is sufficient for your requirements. If you have any questions, please do not hesitate to contact us.

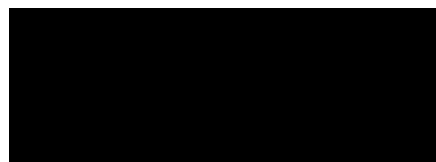
Yours truly,

GM BLUEPLAN ENGINEERING LIMITED

Per:

A solid black rectangular box used to redact the signature of Jangsoo Lee.

Jangsoo Lee, P.Eng.

A solid black rectangular box used to redact the signature of Steve Conway.

Steve Conway, CET, rcsi, PMP

**Wellington Common
Elements Condominium
Corporation #214 (WCECC
#214)**

**2022 Annual Operations
and Maintenance Report
for the Wastewater
Treatment System**

SUBMITTED BY

Ontario Clean Water Agency
2085 Hurontario Street, Suite 500
Mississauga, ON L5A 4G1

Date: March 17, 2023
Project No: WELCOY1417-1816
Rev: 1

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Report prepared by:



Anna Duong
Engineer in Training

Report reviewed by:



Jose Casal, P.Eng., PMP
Senior Specialist / Project Manager

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Appendix B: Groundwater Monitoring Wells & Surface Water Sampling Locations

Appendix C: Laboratory Certificates of Analysis for Wastewater Treatment Plant

Appendix D: O&M Contract

1 Introduction

The Ontario Clean Water Agency (OCWA) was contracted by the Wellington Common Elements Condominium Corporation #214 (CECC #214) to prepare an Annual Operations and Maintenance Report for the Mini Lakes Wastewater Treatment System (WWTS) as required by Section 2.5 of the 2014 Operations and Maintenance agreement between CECC#214 and the Township of Puslinch.

This report includes:

- A summary of the test results from the monitoring program,
- A list of the monitored flows with a summary of average use per unit,
- A list of equipment or components scheduled for replacement,
- A summary of the conditions of the treatment system,
- A list of operating issues/problems encountered during the year and repairs made to the WWTS,
- A copy of the Operations and Maintenance Contract for the following year.

2 Wastewater Treatment System (WWTS)

The Mini Lakes community is located on Wellington County Road #34 directly northeast of Aberfoyle in the Township of Puslinch. At present, there is an Operation and Maintenance Agreement between Mini Lakes and the Township of Puslinch to ensure the general requirements for operation and maintenance, repair and replacement of the WWTS are met.

In October 2017, the Mini Lake Board retained the Ontario Clean Water Agency (OCWA) as the Operating Authority to operate and maintain the WWTS. It should be noted that American Water Canada Corporation (AWC) was the operating authority until the end of September 2017.

At present, the system operates under the Amended Environmental Compliance Approval (ECA) number 8154-AR4J2T issued in September 18; 2017. A copy of the amended ECA is included in Appendix A.

The Mini Lakes WWTS is composed of the following areas:

- Wastewater Collection System
- Wastewater Treatment Plant
- Subsurface Disposal System

2.1 Wastewater Collection System

Domestic sewage from the residences is collected via gravity mains into five Sewage Pumping Stations (SPS). All five SPS discharge directly into the existing Wastewater Treatment Plant (WWTP). A description of the five SPS is provided in Table 2-1.

Table 2-1: Mini Lakes Sewage Pumping Stations

Sewage Pumping Station (SPS)	Description
SPS-1	One 1,200 mm diameter fibreglass package duplex sewage pumping station (located at the intersection of Ash Avenue, Cross Street and Pine Street servicing approximately 77 units), equipped with two submersible pumps, each pump rated at 1.8 L/s at 28.98 m TDH and having a working volume of 0.405 m ³ , and a forcemain, approx. 29 m long, extending from the pump station before discharging into the common 75 mm forcemain from PS-2 and PS-3, where the common forcemain continues approximately 621 m to discharge directly to the WWTP.
SPS-2	One 1,200 mm diameter fibreglass package duplex sewage pumping station (located on Jasper Heights Drive approximately 110 m northeast of Garden Parkway servicing approximately 132 units), equipped with two submersible pumps, each pump rated at 2.225 L/s at 33.82 m TDH and having a working volume of 0.501 m ³ , and a forcemain, approx. 224 m long, extending from the pump station before discharging into the common 75 mm forcemain from PS-3, where the common forcemain continues approximately 215 m to the junction with PS-1 and a further 621 m to discharge directly to the WWTP.
SPS-3	One 1,200 mm diameter fibreglass package duplex sewage pumping station (located on Lot 62 Hemlock, servicing approximately 42 units), equipped with two submersible pumps, each pump rated at 1.075 L/s at 32.2 m TDH and having a working volume of 0.242 m ³ , and a forcemain, approx. 229 m long, extending from the pump station before discharging into the common 75 mm forcemain from PS-3, where the common forcemain continues approximately 215 m to the junction with PS-1 and a further 621 m to discharge directly to the WWTP.
SPS-4	One 1,200 mm diameter fibreglass package duplex sewage pumping station (located adjacent and on the north corner of Lot 227 on Cedarbush Crescent, servicing approximately 53 units and a community centre), equipped with two submersible pumps, each pump rated at 1.35 L/s at 7.27 m TDH and having a working volume of 0.304 m ³ , and a forcemain, approx. 358 m long, extending from the pump station before discharging directly to the WWTP.
SPS-5	One 1,200 mm diameter precast concrete duplex sewage pumping station (located at the intersection of Water Street and Basswood to service Phase 2 and 3 development, and will ultimately service approximately 79 units), equipped with two submersible pumps, each pump rated at 2.55 L/s at 14.75 m TDH and having a working volume of 0.469 m ³ , and a forcemain, approx. 207 m long, discharging into the 75 mm diameter forcemain from PS-4, where the common forcemain continues for approximately 29 m before discharging directly to the WWTP.

2.2 Wastewater Treatment Plant (WWTP)

The Mini Lakes WWTP has a rated capacity of 158 m³/d average daily flow and serves 292 residential units and common elements within the complex. The existing facility features dual RBC trains operating in parallel inside a building which also houses a primary settlement tank, intermediate clarifier, a denitrification tank and final clarifiers and effluent pump chamber. Table 2-2 describes the main process equipment and components currently present at the Mini Lakes WWTP.

Table 2-2: Mini Lakes WWTP

WWTP Process Units	Description
Primary Settlement Tank	A concrete common primary settlement tank with cover, approx. 8.1 m wide x 8.5 m long x 1.73 m liquid depth discharging (via an outlet pipe to each treatment train) to the rotating biological contactors, complete with gear motor and drive mechanism.
Rotating Biological Contactors	Two rotating biological contactors (RBCs) with 2.35 m diameter rotor, each equipped with low profile fixed baffles and establish four zones per rotor, and providing approx. 4,179 m ² of bio-support media area.
Intermediate Clarifiers	Two hopper bottom 3 m x 3.6 m intermediate clarifiers per treatment train, complete with inlet and outlet weir, sludge and scum transfer equipment and pumping systems.
Denitrification Tanks	Two denitrification tanks (approx. 5.06 m x 3.6 m) each consisting with 4,704 m ² of submerged rigid media, complete with an adjustable flow distribution box; one 900 L capacity chemical tank and chemical metering pump capable of feeding a carbon source to the denitrification tanks, complete with spill containment facilities.
Chemical Feed System	Chemical feed system comprising of one 2,300 L capacity polyethylene chemical storage tank and metering pump (with standby pump) capable of feeding approximately 1.5 L/hr of alum into the last stage of the RBC rotor complete with spill containment facilities.
Final Clarifiers	Two hopper bottom final clarifiers (3 m x 3.6 m) per treatment train, complete with inlet and outlet weirs and sludge transfer equipment and pumping systems.
Effluent Pump Chamber	A 50,000 L capacity effluent pump chamber equipped with five submersible pumps (with one additional standby pump), each rated at 2.7 L/s at 11 m TDH (max.), to discharge treated effluent via a splitter valve and five 75 mm diameter forcemains, one forcemain to each absorption cell of the subsurface disposal system.

A simplified process schematic is provided below in Figure 2-1.

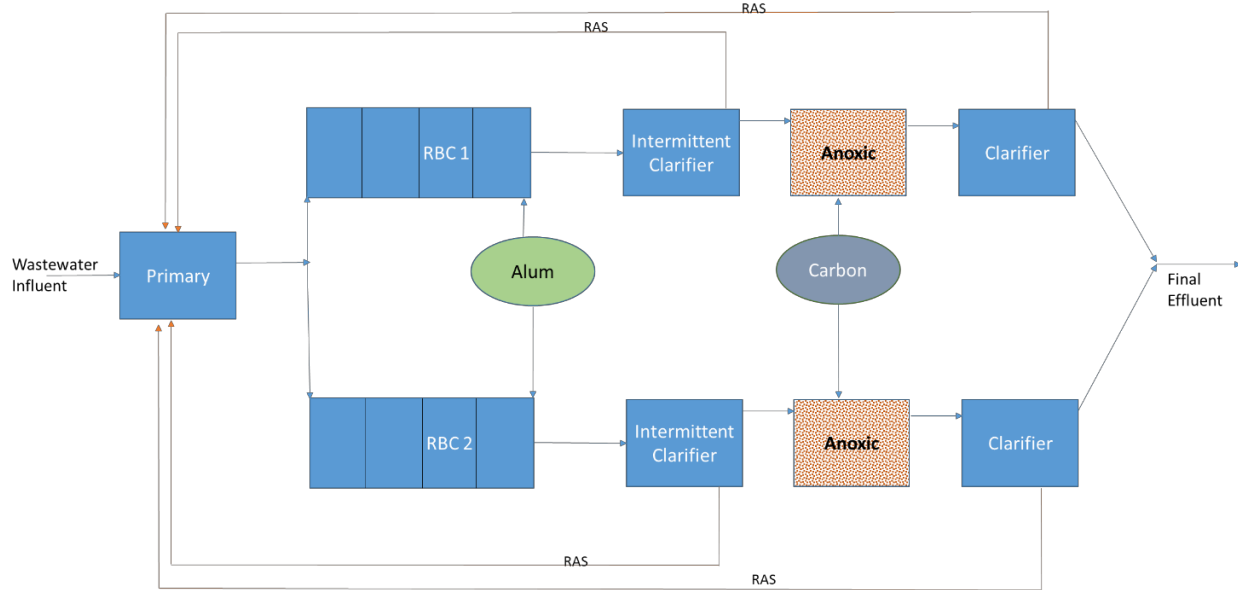


Figure 2-1: Mini Lakes WWTP Simplified Process Schematic.

2.3 Subsurface Disposal System

The Mini Lake Sewage Treatment System also contain a subsurface disposal system comprising of five shallow buried trench absorption cells, with each cell comprising of:

- Six zones with eight laterals and each lateral is located within a trench 18 m long and 0.6 m wide.
- A hollow inverted semi-circular chamber housing a 25 mm PVC pressurized pipe with 3.2 mm holes spaced at 1 m c/c per zone, for a total of approximately 864 m of piping per cell (total of approximately 4,320 m of piping) with distribution valve assembly and manifold.

3 Monitoring Program

The monitoring program currently in place for the Mini Lake WWTS involves a combination of monthly effluent quality sampling and groundwater and surface water quarterly sampling as follows:

3.1 Monthly Effluent Monitoring & Sampling

According to the current ECA, Mini Lakes is required to analyze monthly effluent samples to assess compliance with the effluent quality limits as per the program defined in Table 3-1.

Table 3-1: Mini Lakes WWTS Effluent Sampling Program and Effluent Compliance Limits

Sampling Location	Parameter	Type of sample	Frequency
Effluent Pump Chamber (upstream of subsurface disposal system)	Carbonaceous Biological Oxygen Demand (CBOD ₅)	Grab	Monthly
	Total Suspended Solids (TSS)	Grab	Monthly
	Total Phosphorus (TP)	Grab	Monthly
	Total Ammonia Nitrogen (TAN)	Grab	Monthly
	Nitrate – Nitrogen (NO ₃ -N)	Grab	Monthly
	Nitrite – Nitrogen (NO ₂ -N)	Grab	Monthly
	Total Kjeldahl Nitrogen (TKN)	Grab	Monthly
	<i>E. coli</i>	Grab	Monthly
	Dissolved Oxygen (DO)	Grab	Monthly
	pH	Grab	Monthly

3.2 Quarterly Groundwater Monitoring and Sampling

To assess the risk of possible groundwater contamination, there are nine groundwater monitoring wells and two piezometers located throughout the Mini Lakes community. These wells are required to be sampled quarterly (every 3 months) for the parameters defined in Table 3-2. In addition, groundwater depths for each of the monitoring wells must also be recorded to assess groundwater elevation and flow paths through the site.

Table 3-2: Mini Lakes Groundwater Monitoring Wells and Sampling Program

Well	Parameter	Type of sample	Frequency
MW-1	Located near the eastern gate entrance on Bull Frog Drive, approximately 410 m North-West of the subsurface disposal system. This well is considered a background well, useful for estimating incoming groundwater flow from outside the property boundary.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab Quarterly
MW-2	Located only 30 m northwest of the subsurface disposal system.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab Quarterly
MW-4	Located 25 m southwest of the subsurface disposal systems.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab Quarterly
MW-5	Located 200m southwest of the subsurface disposal systems.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab Quarterly

Well	Parameter	Type of sample	Frequency
MW-6 Located 220m west of MW#5 and 20m southeast of the nearest residence on Ash Avenue.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly
MW-7 Located 515m west of the subsurface disposal systems, northwest of MW#6 and on the south side of the west end of Ash Avenue.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly
MW-8 Located 750 m west of the subsurface disposal systems, located at the far west of the community. It is the most down gradient monitoring well, and is 20m from the nearest pond.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly
MW-9 Located off of Water St., 270 m North-north-west of the subsurface disposal system. This well is considered a background well, useful for estimating the properties of incoming subsurface flow.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly
MW-10 Located 5 m directly north-east of the subsurface disposal system.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly
MW-11 (SP1) Located on the southeastern shore of the central pond. Installed in the fall of 2016, this well intercepts potential contamination from the subsurface disposal system entering the pond.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly
MW-12 (SP2) Located on the northeast shoreline of the central pond. Installed in the summer of 2016, this well is to intercept potential plume contamination from the subsurface disposal system entering the central pond.	CBOD ₅ , TSS, TP, TAN, NO ₃ -N, NO ₂ -N, TKN, <i>E. coli.</i> , DOC	Grab	Quarterly

3.3 Quarterly Surface Water Monitoring and Sampling

In addition to the groundwater monitoring wells, there are five surface water monitoring stations at different locations throughout the Mini Lakes community which are required to be sampled quarterly (every 3 months) for the parameters as defined in Table 3-3.

Table 3-3: Mini Lakes Surface Monitoring Stations and Sampling Program

Station	Location	Parameter	Type of Sample	Frequency
SW-1	Up-gradient background		Grab	Quarterly
SW-3	Within the main pond	TP, TAN, NO ₃ -N, NO ₂ -N,	Grab	Quarterly
SW-4	Outlet from the main pond	TKN, <i>E. coli.</i> , pH, Temperature	Grab	Quarterly
SW-5	Up-gradient tributaries		Grab	Quarterly
SW-6	Outlet from the property		Grab	Quarterly

4 Sewage Effluent Flows

Figure 4-1 shows the monthly average and maximum flows for the Mini Lakes WWTP in 2022, as reported by the operating authority (OCWA).

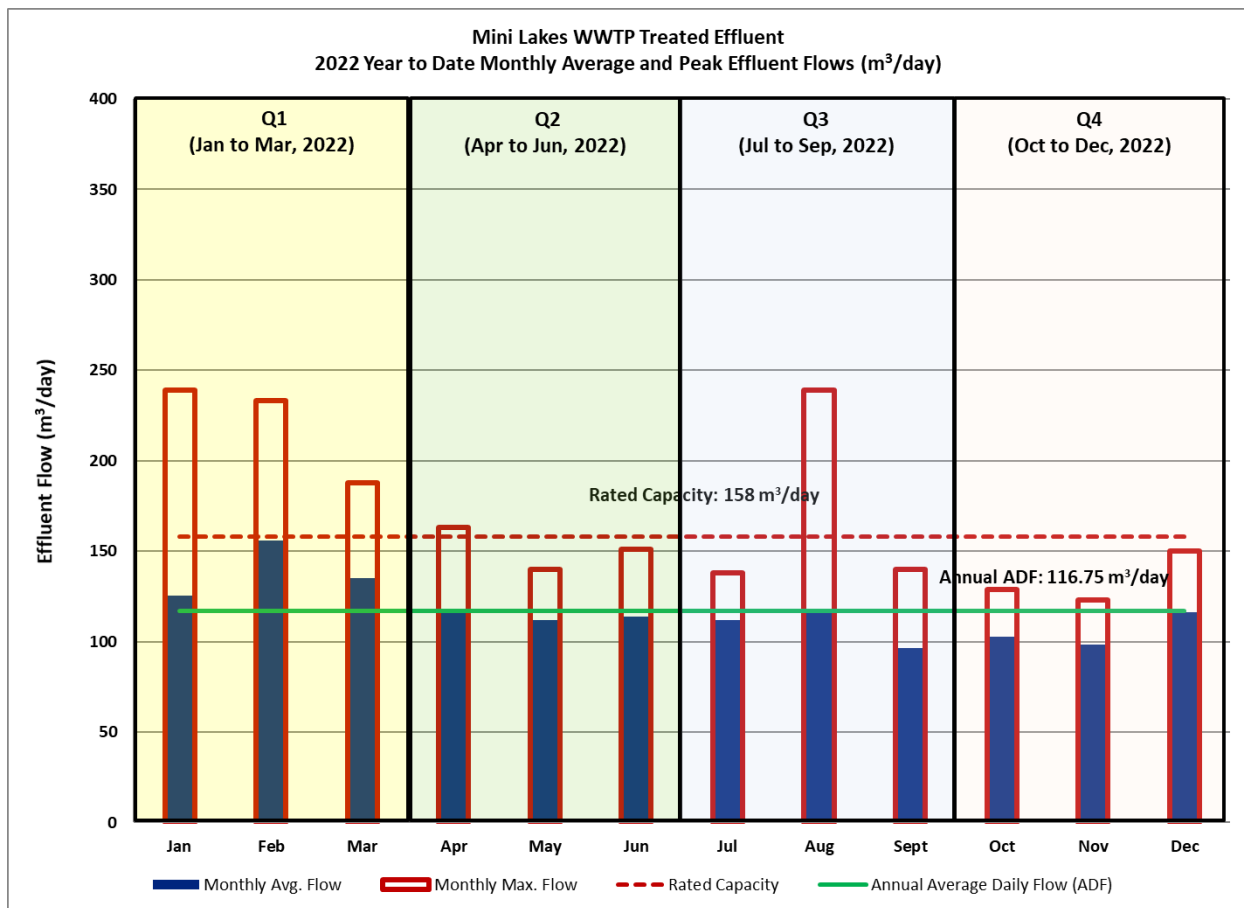


Figure 4-1: Monthly Maximum and Average WWTP Effluent Flow (2022)

Several daily flow exceedances were recorded throughout the year; however, the annual average daily flow (ADF) flow remained below the rated capacity. The highest flows are

observed in the first quarter (January, February, and March) and in August in Q3. The considerable flows in Q1 is most likely due to the thawing of accumulated snow from January and early February by the rapid rise in temperature. According to the meteorological information for the area, Mini Lakes experienced a spike in temperature on February 9th and 16th and stayed warm for a week, which likely have caused spring runoff and contributed to the peak flow observed on February¹.

As shown in Figure 4-1, the months followed by February show an overall decrease in daily flows. Only two flow exceedances were recorded in Q2, with the highest reported in April of 163 m³/day. Despite having only 2 flow exceedances, Q3 noticed a significantly high effluent flow in August of 239 m³/day. This is likely caused by the heavy rain on August 16th based on the weather data². The winter months of Q4 observes the lowest effluent flows with no flow exceedances reported. There was little to no precipitation as well as freezing temperature causing accumulation of snow and ice. Overall, 2022 annual average daily flows remain below the rated capacity (158 m³/day).

In terms of historical trend, Figure 4-2 illustrates the historical average sewage flows from 2012 to 2022.

¹ [Mini Lakes ON, Monthly Calendar, February – Weather Network](#)

² [Mini Lakes ON, Monthly Calendar, August – Weather Network](#)

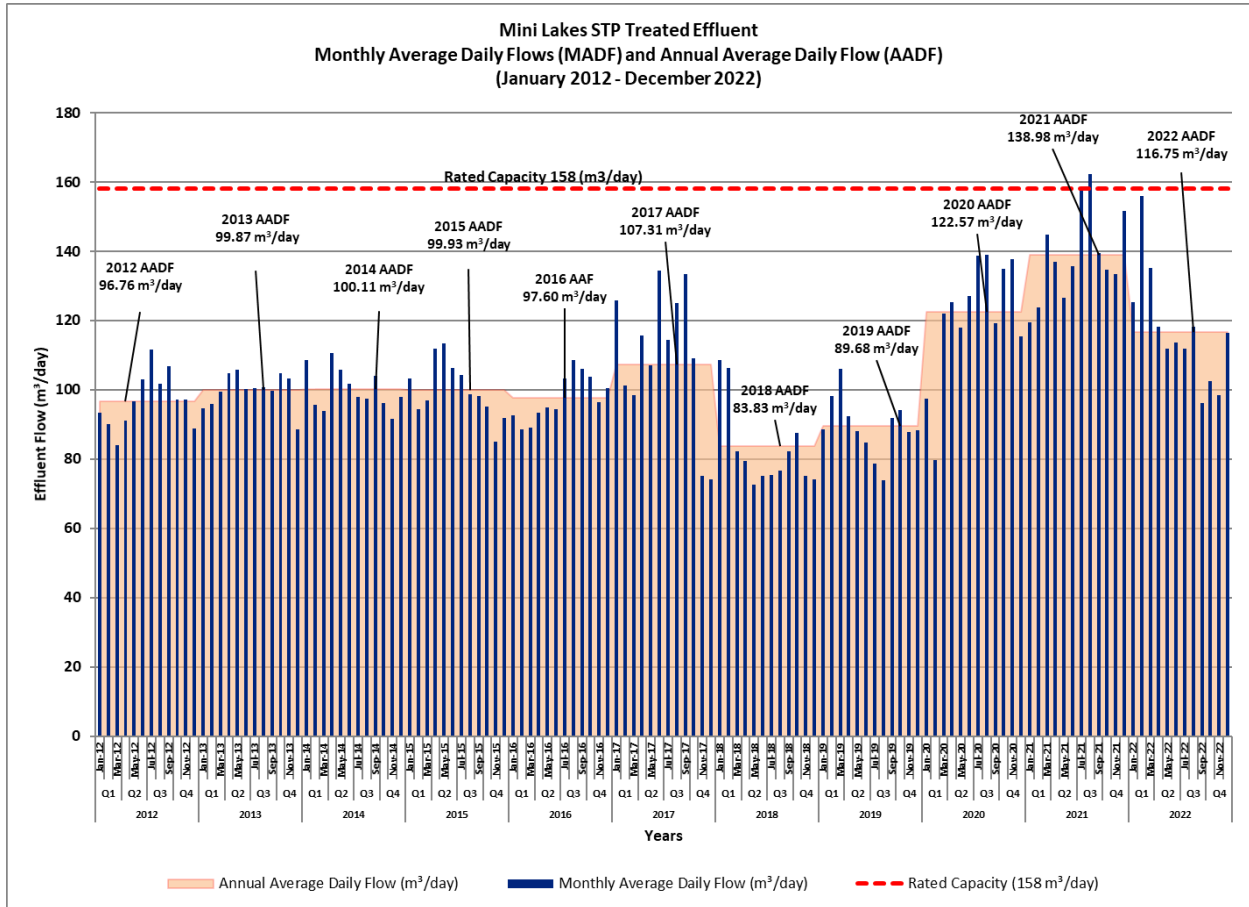


Figure 4-2: Historical Average Effluent Flows (Jan 2012 – Dec 2022)

As shown in the graph, a substantial increase in the sewage flow generation has been noticed since 2020. This increase has been attributed to the conditions (i.e. home quarantine, remote work from home, etc.) imposed during the COVID-19 pandemic (2020-2021) which increased the households water consumption (thus the increase in the sewage generation) due to more stringent sanitation requirements.

Although the increase in the sewage generation flow experienced since 2020 is considered substantial as compared to previous years, the annual average daily flow remained below the facility’s rated capacity throughout the period of reference.

It should also be noted that in 2022, the annual average daily flow (116.75 m³/day) decreased as compared to 2020 (122.57 m³/day) and 2021 (138.98 m³/day); which is indicative of a reduction in the domestic water consumption and/or sewage generation as people return to work in person after the changing COVID-19 restrictions.

5 Effluent Quality

According to the terms and conditions of the ECA currently in place, non-compliance is deemed to have occurred when the **annual average concentration** of each parameter (Total

Phosphorus, Nitrate, CBOD₅ and TSS) during the calendar year exceeds the corresponding compliance limit as shown in Table 5-1.

Table 5-1: Mini Lakes Effluent Compliance Limits

Effluent Parameters	Annual Average Concentration
Carbonaceous Biological Oxygen Demand (CBOD ₅)	20 mg/L
Total Suspended Solids (TSS)	20 mg/L
Nitrate Nitrogen (NO ₃ -N)	8 mg/L
Total Phosphorus (TP)	1 mg/L

Table 5-2 below shows the monthly/quarterly results of the effluent quality monitoring sampling completed in 2022. Highlighted text (**RED**) indicates monthly individual exceedances of the effluent concentration limits (Table 5-1) stated in the ECA currently in place. In terms of performance, 2022 was critical since many exceedances were reported monthly/quarterly for all the compliance parameters.

Table 5-2: Mini Lakes Monthly Effluent Quality Results (2022)

Date	2022	Nitrite (mg/L)	Nitrate (mg/L)	pH	CBOD ₅ (mg/L)	TSS (mg/L)	Ammonia (mg/L)	TKN (mg/L)	TP (mg/L)	DO (mg/L)	E. coli (CFU/100mL)
ECA Limit			8		20	20			1		
01/05/22	Q1	0.66	19.20	7.48	12.00	30.00	1.20	2.60	0.90	9.20	12000
01/19/22		1.14	15.40	7.56	10.00	18.00	1.30	2.50	0.65	9.20	7300
02/02/22		0.69	15.10	7.55	4.00	23.00	2.00	3.40	0.67	9.60	24000
02/16/22		1.00	14.30	7.63	12.00	22.00	2.00	3.00	0.95	8.30	66000
03/02/22		0.58	13.80	7.64	16.00	32.00	1.50	3.20	0.95	8.60	66000
03/16/22		0.79	10.60	7.50	26.00	38.00	2.20	4.00	0.78	7.30	104000
03/30/22		0.46	10.40	7.50	13.00	30.00	2.20	3.10	0.77	7.40	106000
04/13/22	Q2	0.66	9.10	7.99	11.00	18.00	2.10	3.00	0.60	6.10	24000
04/27/22		0.77	6.28	7.56	14.00	23.00	3.10	3.60	0.59	9.10	62000
05/11/22		1.05	6.37	8.17	6.00	13.00	2.20	3.80	0.33	6.10	42000
05/25/22		0.60	3.96	7.71	8.00	11.00	2.60	6.20	0.50	8.70	7300
06/08/22		0.90	0.08	7.46	27.00	110.00	7.10	13.60	2.40	4.80	44000
06/22/22		0.58	5.29	7.64	8.00	42.00	1.80	3.60	0.79	3.90	28000
07/06/22	Q3	0.30	5.90	7.53	7.00	33.00	2.80	2.40	0.40	6.20	8300
07/20/22		2.03	3.92	7.44	5.00	35.00	2.00	5.60	0.76	8.20	2900
08/03/22		1.01	5.89	7.61	4.00	31.00	1.10	4.00	0.86	5.40	6600
08/17/22		0.69	10.70	8.04	7.00	23.00	0.70	2.20	0.50	7.00	52000
08/31/22		1.09	6.36	7.70	7.00	31.00	0.90	3.00	0.54	5.70	74000
09/14/22		1.97	8.62	7.55	8.00	22.00	0.80	2.30	0.35	5.40	4600
09/28/22		1.66	7.48	7.97	4.00	19.00	0.70	3.00	0.36	8.30	6600
10/12/22	Q4	1.27	6.71	8.12	10.00	23.00	0.70	2.30	0.41	6.00	3600
10/26/22		0.41	7.93	7.90	8.00	76.00	1.20	3.20	0.65	7.80	5100
11/10/22		0.70	8.25	7.86	12.00	25.00	1.40	3.40	1.08	7.50	66000
11/24/22		0.67	11.90	7.67	10.00	24.00	1.60	2.40	0.70	7.90	62000
12/08/22		0.82	18.60	7.67	10.00	24.00	1.20	2.80	0.78	8.00	15600
12/22/22		0.61	19.00	7.33	19.00	38.00	0.80	1.80	1.25	9.00	9200
2022 Avg.		0.89	9.66	7.68	10.69	31.31	1.82	3.62	0.75	7.33	34965

As observed in Table 5-2, Nitrate and TSS are the two non-compliant parameters in 2022 as their annual average concentration levels have exceeded the required compliance limit (by 21% and 57% respectively). TSS removal process will require additional attention as there are exceedances nearly every month in 2022.

There is only 1 exceedance in CBOD₅ concentration and 3 other exceedances in TP concentration; however, these two parameters are able to meet the compliance limit as their annual average concentration remain well below the effluent compliance limits.

Other parameters' (Nitrite, pH, Ammonia, TKN, DO, and E.coli) concentrations remain stable as there are few variations throughout the year.

5.1 Total Phosphorus (TP)

A snapshot of the TP concentration in the treated effluent for 2022 is illustrated in Figure 5-1.

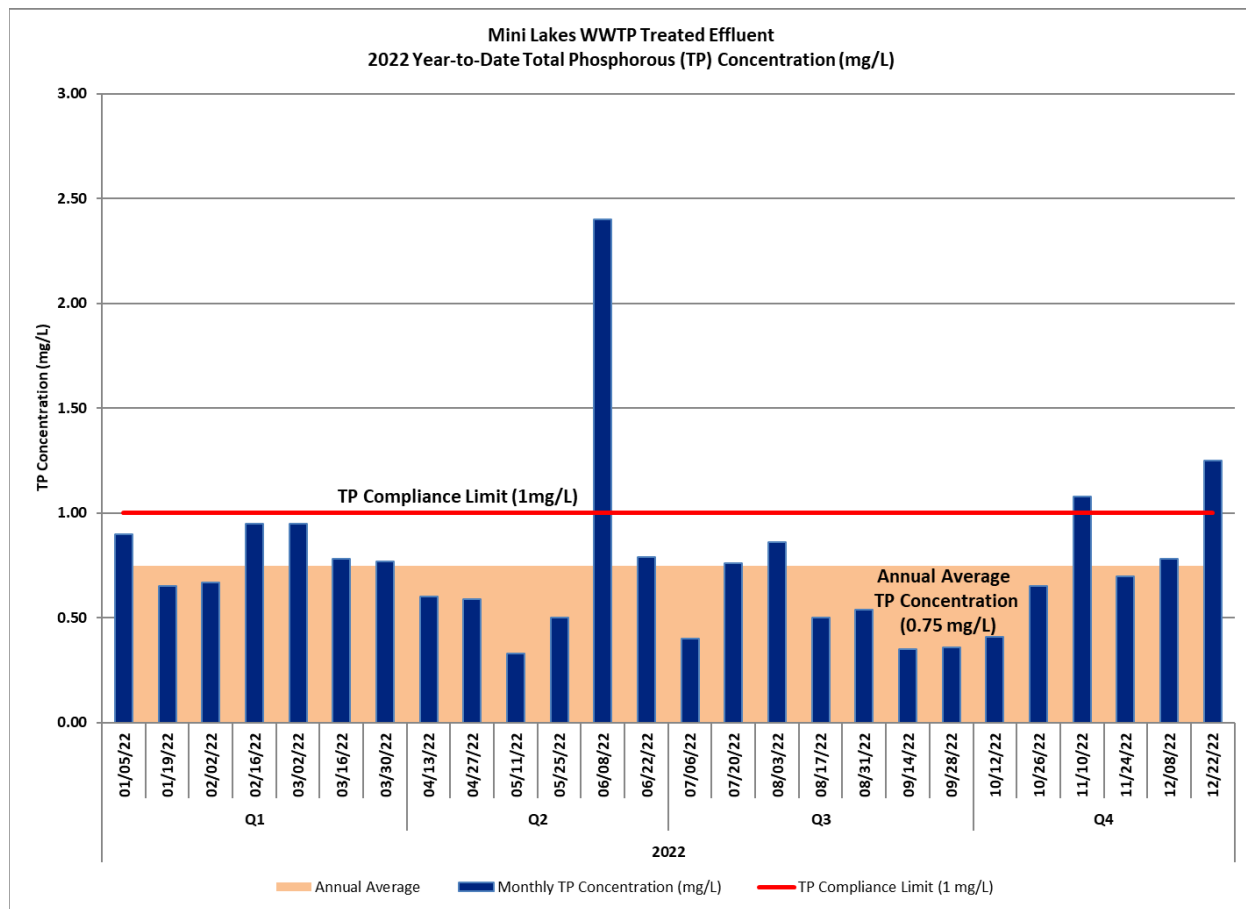


Figure 5-1: Total Phosphorous (TP) Concentration (mg/L) in the Treated Effluent during 2022.

With the exception of some samples in Q2 (June 8th) and Q4 (November 10th and December 22nd respectively), the Total Phosphorus (TP) concentration in the treated effluent remained below the compliance limit (1 mg/L) throughout 2022.

As shown in Table 5-3, the 2022 annual average TP concentration (0.75 mg/L) remains below the compliance limit. However, it is noted that the concentration annual average has increased over the years since 2017.

Table 5-3: Historical TP Concentrations in Effluent

Average TP Concentration (mg/L)												Compliance Limit (mg/L)
2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
Q1	0.48	0.57	0.20	0.08	0.08	0.11	0.32	0.31	0.52	0.59	0.78	1.00
Q2	0.43	0.36	0.21	0.06	0.11	0.09	0.31	0.45	0.80	0.68	0.87	
Q3	0.47	0.29	0.82	0.06	0.07	0.15	0.48	0.31	0.33	0.48	0.54	
Q4	0.32	0.39	0.23	0.12	0.08	0.09	0.20	0.33	0.66	0.31	0.81	
Annual Average	0.42	0.40	0.37	0.08	0.09	0.11	0.33	0.35	0.58	0.58	0.75	

5.2 Carbonaceous Biological Oxygen Demand (CBOD₅)

A snapshot of the monthly CBOD₅ concentration in the treated effluent is illustrated in Figure 5-2.

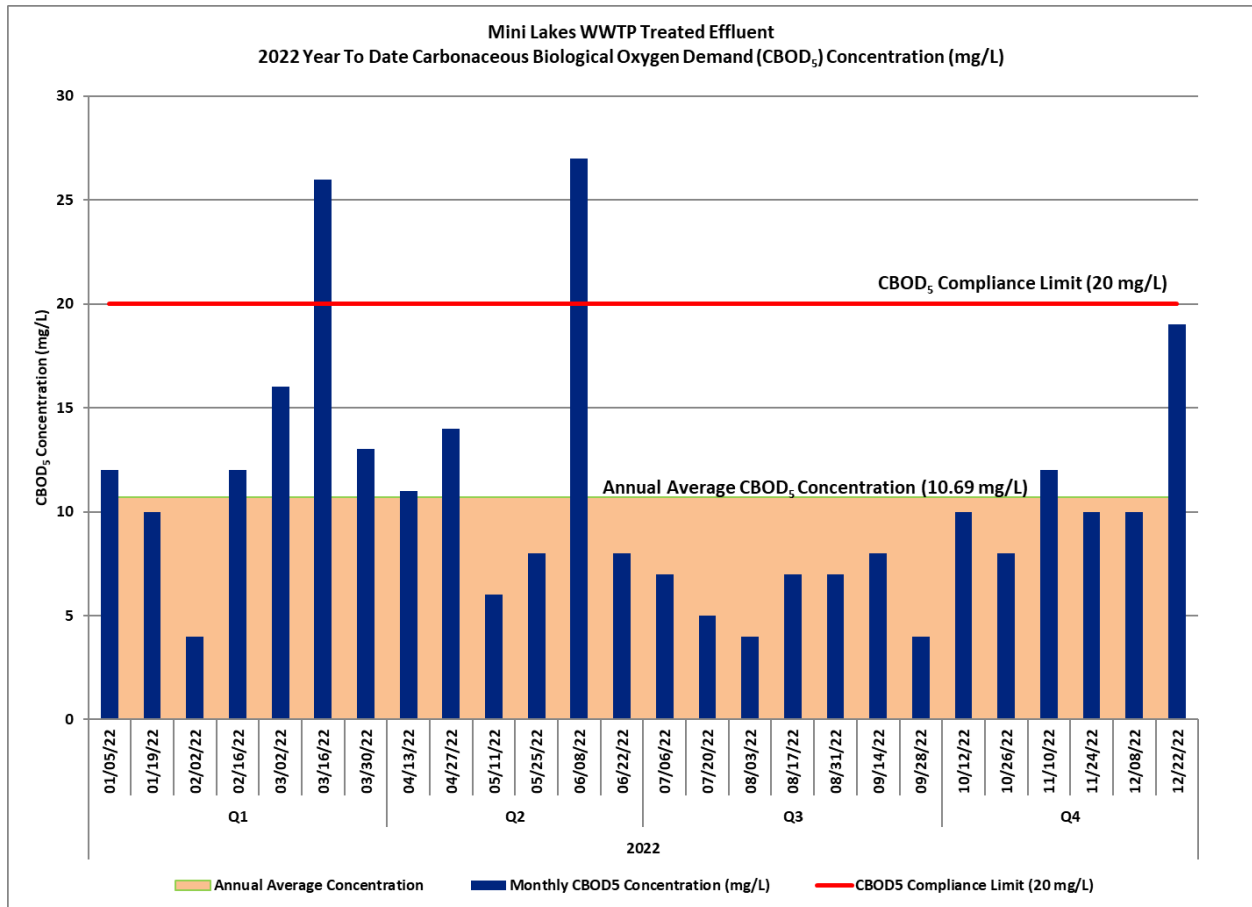


Figure 5-2: CBOD₅ Concentration (mg/L) in the Treated Effluent during 2022.

With the exception of the exceedances recorded in Q1 (March 16th) and Q2 (June 8th), the CBOD₅ concentration in the treated effluent were below the compliance limit in all other samples taken throughout 2022. Despite the above, the 2022 annual average concentration of CBOD₅ (10.69 mg/L) remained below the required compliance limit (20 mg/L).

In terms of historical trends, Table 5-3 illustrates the quarterly and annual average CBOD₅ concentration in the treated effluent for the last 10 years (2012-2022). Highlighted text (**RED**) indicates exceedances of the effluent concentration limits (Table 5-1) stated in the ECA currently in place.

Table 5-3: Historical Effluent CBOD₅ Concentrations

	CBOD ₅ Concentration (mg/L)											Compliance Limit (mg/L)
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
Q1	13.50	8.67	16.50	8.00	6.00	12.00	12.67	17.67	12.00	25.71	13.29	20
Q2	9.33	11.67	18.67	5.00	13.67	19.67	23.00	11.67	21.71	33.00	12.33	
Q3	10.67	14.33	23.50	3.67	12.67	5.33	14.00	7.67	24.80	10.00	6.00	
Q4	13.67	18.00	13.67	7.67	14.00	2.00	22.33	22.33	36.50	12.17	11.50	
Annual Average	11.64	12.73	18.36	6.08	11.58	11.30	18.00	14.83	23.75	20.04	10.69	

Mini Lake wastewater treatment plant struggled with CBOD₅ removal performance in the past and was not able to meet the required compliance in both 2020 and 2021; however some signs of recovery were noted since Q3 2021. Ever since, the existing treatment system has successfully managed to achieve CBOD₅ concentration levels in the treated effluent below the required compliance limit. The performance improvement experienced in 2022 is largely attributed to the implementation of optimization measures and operational adjustments made throughout 2021.

5.3 Nitrate (NO₃-N)

A snapshot of the monthly NO₃-N concentration in the treated effluent is shown in Figure 5-3. In general, the annual average NO₃-N concentration (9.66 mg/L) in the treated effluent exceeded the compliance limit of 8 mg/L.

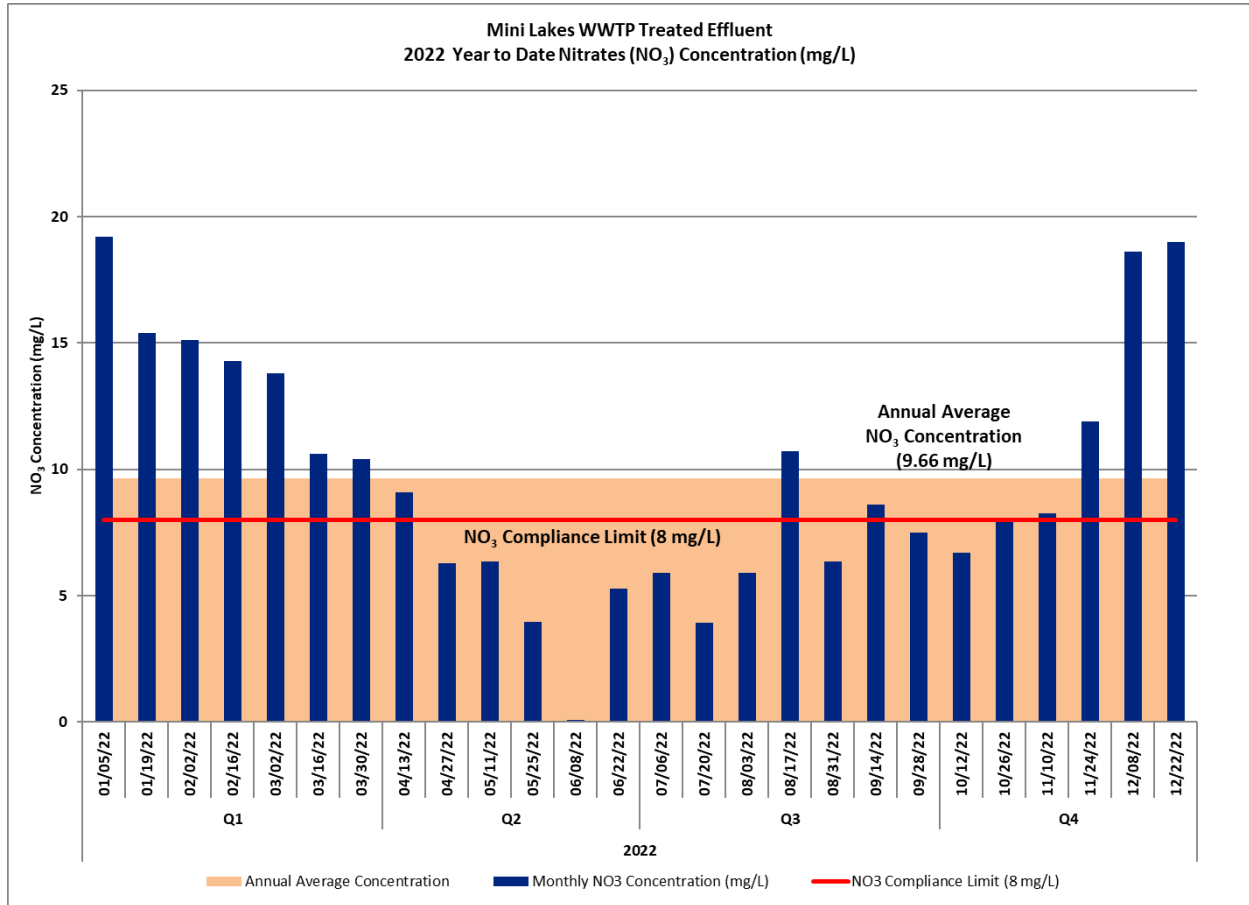


Figure 5-2: 2022 Monthly and Quarterly NO₃-N Concentration (mg/L)

As shown in Figure 5-3, Nitrate concentration are significantly higher with more exceedances in colder months (Q1 and Q4) and improves in warmer weather months (May – August) as the nitrogen removal process is favoured in warmer temperature.

All the samples taken in Q1 of 2022, exceeded the compliance threshold. The overall quarterly average concentration for Q1 was 14.4 mg/L. During Q2, although one sample (April 13th) surpassed the 8 mg/L limit, a slowly recovery in the removal performance was observed. The overall quarterly average concentration of NO₃-N in the treated effluent for Q2 was 5.18 mg/L

During Q3, the NO₃-N concentration in the treated effluent shifted upwards exceeding the compliance limit twice (August 17th and September 14th respectively). Regardless the raising trend, the overall quarterly average concentration of NO₃-N in the treated effluent for Q3 was still below (6.98 mg/L) the compliance limit (8 mg/L). Lastly in Q4, four out of the six samples taken in the treated effluent exceeded the compliance limit which set the overall quarterly average concentration for Q4 at 12.07 mg/L.

Temperature and Dissolved Oxygen (DO) levels are determining factors for nitrogen removal as it directly impact the effectiveness and efficiency of microbiological activity during the nitrification/denitrification processes.

The process Optimization Report prepared by OCWA (POTS) in November 2021 stated the main reason causing the plant unable to consistently meet the effluent nitrate limit is the DO level of the anoxic tanks (1.8 mg/L-4.8 mg/L) which are way above the target operation level (<0.5 mg/L). The recommendations in the report to address this issue with NO₃-N, included adding a crossover between the inlet of the denitrification tank, which will lower the DO level and ultimately increase the nitrate removal performance as well as adjusting the MICROC200™, which will reduce the nitrate by converting nitrate to nitrogen gas with the addition of biodegradable carbon. The status of the operational recommendations are further discussed in Section 6.

Table 5-4 illustrates the quarterly and annual average Nitrate concentration in the treated effluent for the last 10 years (2012-2022). Highlighted text (RED) indicates exceedances of the effluent concentration limits (Table 5-1) stated in the ECA currently in place. Despite the improvements in the nitrates removal performance in recent years (2020, 2021), it is evident that the treatment system continues to struggle to effectively bring the effluent nitrate concentration levels down below the compliance limit (8mg/L).

Table 5-4: Historical Nitrate Concentrations in WWTP Effluent

	Nitrate Concentration (mg/L)											Compliance Limit (mg/L)
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
Q1	9.27	8.93	9.99	8.93	5.80	8.08	8.59	12.50	13.90	9.73	14.11	8
Q2	6.14	7.03	2.95	5.95	5.01	6.07	7.31	8.03	5.82	1.76	5.18	
Q3	2.68	3.43	2.96	2.26	3.22	4.16	9.18	9.19	5.02	4.57	6.98	
Q4	3.71	3.13	4.33	2.91	7.29	7.31	11.39	9.58	5.67	12.67	12.07	
Annual Average	5.45	5.63	5.06	5.01	5.33	6.41	9.12	9.83	7.6	7.18	9.60	

5.4 Total Suspended Solids (TSS)

A snapshot of the monthly TSS concentration in the treated effluent is illustrated in Figure 5-4.

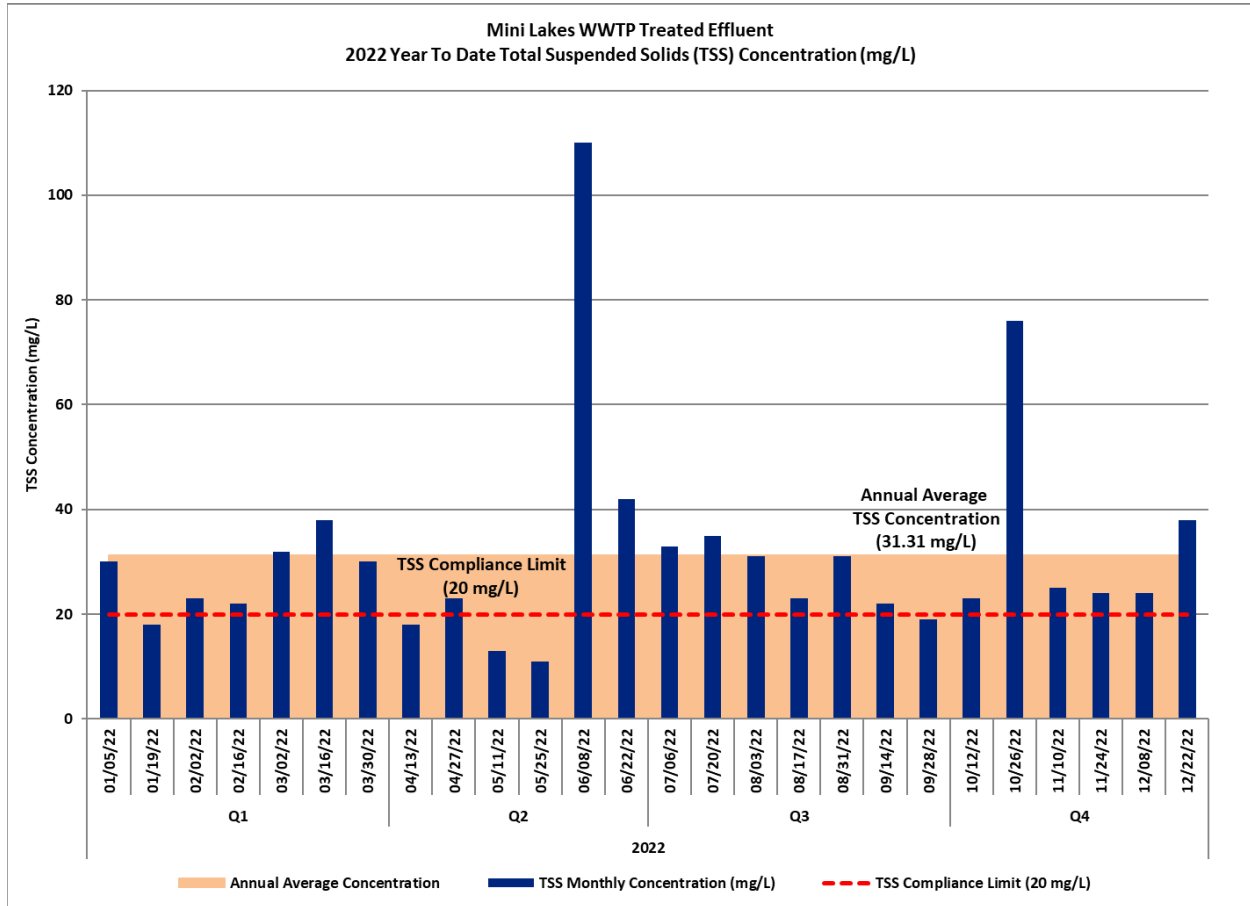


Figure 5-3: 2022 Monthly and Quarterly TSS Concentration (mg/L)

As shown in Figure 5-4, TSS concentration exceeded the compliant limit (20 mg/L) in virtually every month in 2022 with the highest level recorded on June 8th (110 mg/L) and October 26th (76 mg/L). As a result, the 2022 annual average effluent TSS concentration (31.31 mg/L) exceeded the compliance limit of 20 mg/L.

Table 5-5 illustrates the historical average TSS concentration (quarterly and annual) found in the treated effluent for the last 10 years (2012-2022) as compared to the compliance limit stated in the ECA. Highlighted text (RED) indicates exceedances of the effluent concentration limits (Table 5-1) stated in the ECA currently in place.

Historically, Mini Lake wastewater treatment plant struggled with TSS removal performance since Q3 of 2018 till to date with the highest annual average level in 2020 (40.26 mg/L). There is a slight improvement of the TSS annual average concentration in 2022 (31.31 mg/L) since 2020 despite the compliance limit exceedance.

It should be noted that despite increasing the solids hauling frequency, the solids generation/accumulation still remains critical to this facility. In addition, the lack of pre-treatment, does not allow for the coarse/gross solids (i.e. rags and other debris) to be removed and disposed-of prior to the effluent entering the plant, which cause significant process upsets and will accumulate solids overtime. The alarming exceedances rate of TSS concentration will require further operational investigation to improve the performance.

Table 5-5: Historical TSS Concentrations in Effluent

	TSS Concentration (mg/L)											Compliance Limit (mg/L)
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
Q1 Average	21.00	17.33	8.50	3.00	5.33	7.00	13.33	20.33	34.33	32.57	27.57	20
Q2 Average	11.00	10.00	8.00	3.67	4.33	5.33	19.33	21.67	49.86	49.00	36.16	
Q3 Average	22.75	19.67	10.00	3.67	6.67	10.00	24.67	13.33	30.17	26.14	27.71	
Q4 Average	11.50	20.50	13.00	5.33	4.33	5.00	23.67	32.33	46.67	29.17	35.00	
Annual Average	17.18	16.55	9.92	3.92	5.17	7.20	20.25	21.92	40.26	33.85	31.31	

6 Subsurface Disposal System (Tile Beds)

The five tile beds are still fully functional; however sporadic pooling continue to be an issue mainly due to plugging within the subsurface piping, extreme weather conditions leading to soil saturation. This situation has been already reported by both Howden Contractors (EDGAR HOWDEN & SONS LTD.) during the tile bed inspection in 2021 and by the OCWA operation

Mini Lakes has reviewed and approved this work (capital need) to proceed. In September 2022, OCWA has proceeded to procure a Consulting Engineer to complete the replace of the Subsurface Disposal System. Associated Engineering were awarded the project and started the Geotechnical Investigation of the Design Phase. The tile beds upgrades will be designed and constructed following the Geotechnical Investigation.

7 Groundwater Monitoring Results

All nine groundwater monitoring wells and the two additional monitoring wells (to intercept the plume close to the water's edge) are required to be monitored both qualitatively and quantitatively according to the ECA.

7.1 Groundwater Level

Section 5.3 of the ECA states that the groundwater elevation and flow paths through the site must be recorded. Figure 8-1 below displays the groundwater depths reported in 2022. It should be noted that depth is measured from the top of the well; an increase in the depth correspond to lower water level, and vice versa.

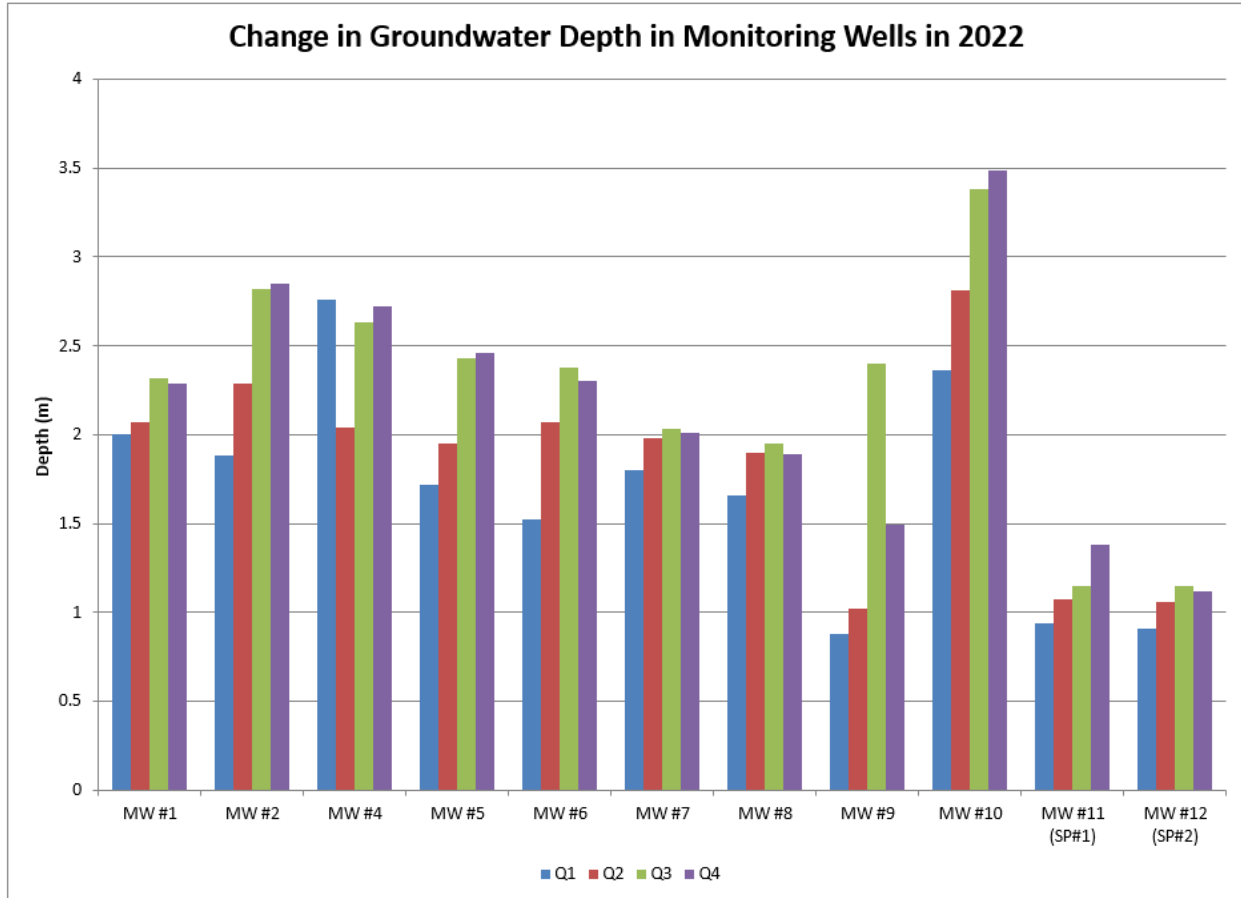


Figure 8-1: Change in Groundwater Depth in Monitoring Wells during 2022

As shown in Figure 8-1, when comparing the results from the first to the fourth quarter of 2022 in terms of well depths across the 11 sampling locations, the overall trend is upward (decrease in groundwater level).

During the first quarter, the water levels increase due to the warmer temperature in February and March causing the snow and ice to melt quickly and infiltrate into the ground. Following the first quarter, Q2 and Q3 experience a drop in groundwater levels due to the increasing temperature in the summer and subsequent increased evaporation rate. During the same period, a significant drop was experienced for MW#9. It should be noted that MW#9 is one of the highest in terms of topographical elevation; it is prone to more drastic drops in water level when the water table drops in the area. During the last quarter of the year, slight increase in water level was observed due to the precipitation occurred in October and November.

These changes are in line with seasonal variations based on the geographic location and elevation of the monitoring wells as attached in Appendix B.

7.2 Groundwater Quality

The quarterly reports include sampling results for the following parameters: nitrite, nitrate, BOD, suspended solids, TAN, TKN, phosphorus, DOC, and E. coli. The quarterly sampling results

are summarized in Table 8-1. Highlighted values (**RED**) indicate exceedances of the limits stated in Ontario Drinking Water Quality Standards (ODWQS).

Table 8-1: Groundwater Monitoring Wells - Sampling Results

Well	Quarter	Nitrite-N (mg/L)	Nitrate-N (mg/L)	CBOD ₅ (mg/L)	TSS (mg/L)	Ammonia-N (mg/L)	TKN (mg/L)	TP (mg/L)	DOC (mg/L)	E. coli (CFU/100mL)
ODWQS		1	10						5	0
MW-1	Q1	< 0.03	< 0.06	< 4	473	2.7	3.2	0.17	19	0
	Q2	< 0.03	< 0.06	< 4	37	2.8	3.3	0.08	15	< 2
	Q3	< 0.03	< 0.06	< 4	89	1.3	1.8	0.09	16	< 2
	Q4	< 0.03	0.42	< 4	70	4.7	5.1	0.11	17	< 2
MW-2	Q1	< 0.03	8.43	< 4	2	< 0.1	< 0.5	< 0.03	2	0
	Q2	< 0.03	4.04	< 4	9	< 0.1	< 0.5	< 0.03	2	< 2
	Q3	< 0.03	2.04	< 4	12	< 0.1	< 0.5	< 0.03	2	0
	Q4	< 0.03	0.6	< 4	5	< 0.1	< 0.5	< 0.03	1	< 2
MW-4	Q1	< 0.03	8.2	< 4	< 2	< 0.1	< 0.5	< 0.03	1	0
	Q2	< 0.03	7.64	< 4	2	< 0.1	< 0.5	< 0.03	< 1	< 2
	Q3	< 0.03	5.28	< 4	7	< 0.1	< 0.5	< 0.03	1	< 2
	Q4	< 0.03	6.63	< 4	7	< 0.1	< 0.5	< 0.03	1	< 2
MW-5	Q1	< 0.03	0.71	< 4	4	< 0.1	< 0.5	< 0.03	1	0
	Q2	< 0.03	0.18	< 4	5	< 0.1	< 0.5	< 0.03	< 1	< 2
	Q3	< 0.03	0.44	< 4	8	0.1	< 0.5	< 0.03	1	< 2
	Q4	< 0.03	0.34	10	37	< 0.1	< 0.5	< 0.03	1	< 2
MW-6	Q1	< 0.03	0.72	< 4	< 2	< 0.1	< 0.5	< 0.03	1	0
	Q2	< 0.03	0.58	< 4	< 2	< 0.1	< 0.5	< 0.03	1	< 2
	Q3	< 0.03	0.77	< 4	2	< 0.1	< 0.5	< 0.03	2	< 2
	Q4	< 0.03	0.74	< 4	< 2	< 0.1	< 0.5	< 0.03	1	< 2
MW-7	Q1	< 0.03	< 0.06	< 4	4	< 0.1	< 0.5	< 0.03	2	0
	Q2	< 0.03	< 0.06	< 4	6	< 0.1	< 0.5	< 0.03	2	< 2
	Q3	< 0.03	< 0.06	< 4	3	< 0.1	< 0.5	< 0.03	2	< 2
	Q4	< 0.03	0.08	< 4	< 2	< 0.1	< 0.5	0.04	2	< 2
MW-8	Q1	< 0.3	< 0.06	< 4	39	1.8	1.6	< 0.03	7	0
	Q2	< 0.3	< 0.06	< 4	26	2.3	2.3	< 0.03	5	< 2
	Q3	< 0.3	< 0.06	< 4	2	1.9	2.1	0.03	6	< 2
	Q4	< 0.03	< 0.06	< 4	3	2.2	2.5	0.04	6	< 2
MW-9	Q1	< 0.03	< 0.06	< 4	15	0.1	< 0.5	0.05	4	0
	Q2	< 0.03	< 0.06	< 4	18	3.2	3.7	0.13	12	2
	Q3	< 0.03	< 0.06	< 4	23	3.2	3.8	0.16	10	< 2
	Q4	< 0.03	1.66	< 4	16	0.4	0.7	0.1	7	< 2
MW-10	Q1	< 0.03	< 0.06	< 4	6	< 0.1	< 0.5	< 0.03	1	0
	Q2	< 0.03	< 0.06	< 4	< 2	< 0.1	< 0.5	< 0.03	1	< 2
	Q3	< 0.03	< 0.06	< 4	< 2	< 0.1	< 0.5	< 0.03	< 1	< 2
	Q4	< 0.03	< 0.06	< 4	2	< 0.1	< 0.5	< 0.03	< 1	< 2
MW-11	Q1	< 0.03	< 0.06	4	29	4.8	4.8	< 0.03	6	0

Well	Quarter	Nitrite-N (mg/L)	Nitrate-N (mg/L)	CBOD ₅ (mg/L)	TSS (mg/L)	Ammonia-N (mg/L)	TKN (mg/L)	TP (mg/L)	DOC (mg/L)	E. coli (CFU/100mL)
MW-12	Q2	< 0.03	< 0.06	< 4	13	4	4.1	< 0.03	4	< 2
	Q3	1.28	< 0.06	< 4	12	2.7	3	< 0.03	5	< 2
	Q4	1.37	< 0.06	< 4	7	1.3	1.7	< 0.03	5	< 2
	Q1	< 0.03	1.52	< 4	9	< 0.1	< 0.5	< 0.03	1	0
	Q2	< 0.03	1.14	< 4	3	< 0.1	< 0.5	< 0.03	< 2	8
	Q3	< 0.03	0.52	< 4	32	< 0.1	< 0.5	< 0.03	1	< 2
	Q4	< 0.03	0.23	< 4	14	< 0.1	< 0.5	< 0.03	1	< 2

Table 8-2 contains a summary of the water quality in each of the monitoring wells.

Table 8-2: Groundwater Monitoring Wells

Monitoring Wells	Water Quality Remarks
MW#1	In 2022, the concentration levels of dissolved organic carbon were elevated, though similar to historical levels. MW#1 was also found to exceed the limit for E.Coli however historical results show that MW#1 had experienced periodic hits of E.Coli over the last 5 years. TSS concentration remains higher (2022 Avg: 199.7 mg/L) compared to the rest of the monitoring wells; however, it has significantly dropped compared to previous year (2021 Avg: 2083.8 mg/L).
MW#2	The monitoring well experienced low levels of phosphorus and E. coli; however notable elevated concentrations of nitrate (2022 Avg: 3.78 mg/L) were recorded, which is similar to previous years recorded concentrations. It appears that the well is impacted by the close proximity to the subsurface disposal systems, but is distant enough for the phosphorus to be absorbed by the soils and the E. coli to die off.
MW#4	In 2022, the monitoring well experienced high concentration levels of nitrates (Avg. 6.94 mg/L) – which is higher than previous year due to insufficient nitrate removal at the treatment plant in 2022. Similar to MW#2, it appears that the well is impacted by the proximity to the subsurface disposal systems, while being at a great enough distance for the phosphorus and E. coli to be reduced. Previous years have also recorded E. coli at very low levels, which may indicate that the monitoring well is at the edge of the E. coli subsurface travel time.
MW#5	In 2022, the monitoring well showed much lower nitrate concentration (Avg. 0.42 mg/L) than 2019 level, but increased a bit compared to 2020 and 2018. Three quarters of E. Coli was reported to exceed the limit. Low level of phosphorus was maintained throughout the year.
MW#6	This monitoring well shows results similar to MW#5 with slightly higher concentrations of nitrate (Avg. 0.70 mg/L). Three quarters of E.Coli was exceeded in the year. Low level of phosphorus was maintained throughout the year.

Monitoring Wells	Water Quality Remarks
MW#7	This monitoring well is not impacted by the subsurface disposal systems, with low nitrate levels and low phosphorus concentration detected likely due to its close proximity to the central Mini Lakes pond. Three quarters' E.Coli was exceeded in the year.
MW#8	MW#8 water quality meets the ODWQS requirement in all criteria except for E.coli and DOC. E.Coli concentration exceeded the ODWQS requirement in the last 3 quarters, however, the concentrations were not high (<2 CFU/100mL). DOC concentration exceeded the requirement in Q1, Q3 and Q4 (Average: 6mg/L).
MW#9	In 2022, MW#9 saw elevated levels of E. coli contamination and high levels of dissolved organic carbon in the last three quarters similar to MW#8 (Average: 8.25 mg/L). Historically, this well has experienced elevated levels of both dissolved organic carbon and E. coli contamination.
MW#10	From the historical data and the samples taken in 2022, the well appears not to be impacted by the subsurface disposal system although it is in proximity to the disposal system. In 2022, all of the criteria meets ODWQS requirement except for slight E.Coli exceedance in Q2 Q3 Q4.
MW#11/SP1	The samples taken in 2022 show low concentrations of nitrate and phosphorus. The results show that the monitoring well is not being impacted by the subsurface disposal systems. However, dissolved organic carbon exceeded in Q1 (2022 Avg: 5.0 mg/L) and E.Coli are still elevated above recommended level and the overall trend of concentration is moving downwards from historic levels.
MW#12/SP2	There are slightly elevated concentrations for nitrate for 2022 with the maximum concentration reaching 1.52 mg/L in Q1 of 2022. Nitrate concentration is not concerning as the average nitrate concentration remains low compared to ODWQS requirement. Three exceedance of E.Coli concentration was reported in 2022 with the highest of 8 CFU/100mL.

7.3 Nitrate

There is no recorded exceedances in nitrate concentration in 2022 across the monitoring wells samples. However, higher concentrations are observed in MW-2 and MW-4 which is likely due to the close proximity to the subsurface disposal system. The poor performance of nitrate removal in the treatment plant recorded from the effluent samples in mainly Q1 and Q4 (Section 5.3) might contribute to the higher nitrate concentrations in the groundwater samples. In spite of this, the 2022 concentrations are consistent with historical data and therefore do not present a concern at present and the concentrations are well below the Maximum Allowable Concentration (MAC) of 10 mg/L. These concentrations will continue to be monitored to ensure no significant trends are detected. The lower nitrate concentration in the monitoring well to the east of the beds indicates an east/west groundwater flow.

7.4 Total Phosphorus

Phosphorus concentration has historically been stable and low in previous years with higher concentrations detected in MW-1 and MW-9 as they are located on the eastern side of the Mini Lakes community. Monitoring wells MW-1 and MW-9 show slightly higher TP concentrations than other wells which could be attributed to agricultural run-off or the nearby ponds as these wells measure incoming flows into Mini Lakes from the North East (outside boundaries). Regardless, the present concentrations show that phosphorus is not a concern.

7.5 Escherichia coli (*E. coli*)

Exceedances of *E. coli* level is recorded in all monitoring wells; however, with low concentration (<2 CFU/100mL) and the highest concentration recorded is 8 CFU/100mL in Q2 in MW-12. The seasonal rainfall and agriculture practices is likely the source of the *E. coli* detection in the groundwater samples.

The presence of *E. coli* in groundwater can be attributed to the influence of surface water, a sewage collection system leak, or from a source of *E. coli* containing water (subsurface disposal systems). Surface water can commonly contain *E. coli* concentrations between 0-100 CFU/100 mL. *E. coli* results below 100 CFU/100 mL found at shallow groundwater depths are likely the result of surface water influences rather than a sewage leak or from local subsurface disposal systems. Raw sewage can have concentrations of *E. coli* in the range of >1,000,000 CFU/100 mL.

Since the monitoring wells are shallow, the presence of *E. coli* in these wells are not indicative of microbial contamination in much deeper production well, but rather an indication of potential sources of *E. coli* contamination at or near the surface. Elevated levels of *E. coli* were observed for MW-1, 8 and 9. Groundwater contamination from *E. coli* has been found over the years in several monitoring wells at the site, especially in MW-9 with historical levels up to 1,000 CFU/100 mL, and hitting as high as 3040 CFU/100 mL in Q2 of 2018 in MW-9.

Given the location of MW-9 (approximately 269 m northwest of the Subsurface Disposal System), it is unlikely that this monitoring well is impacted by the Subsurface Disposal System but instead impacted by the surface water (marshy area) in the vicinity of this well. The MW-1 monitoring location is at the water's edge of the local pond and is under the direct influence of the local surface water. MW-8 is 20m away from the nearest pond which would impact *E. coli* levels.

7.6 Dissolved Organic Carbon (DOC)

There are multiple exceedances of DOC recorded in 2022 with the highest levels in MW-1 (Average: 16.75 mg/L). Other DOC exceedances with lower concentration are recorded in samples of MW-8, MW-9, and MW-11 with an average of 6.4 mg/L. The DOC can be attributed to the local presence of water with high levels of organic material. The ponds throughout the Mini-Lakes community and the high elevation of the ground water table could explain the results seen at these wells.

8 Surface Water Quality Sampling Results

The Mini Lakes site contains several small ponds around which the community was built. These lakes are interconnected and flow from a source on the western side to the ponds on the eastern side and then into the water system of the Mill Creek development.

Sampling from these lakes is important to determine the concentration of contaminants entering and leaving the Mini Lakes community, as well as, the community's surface water quality. The provincial and federal government have guidelines for surface water quality set out in the "Canadian Environmental Quality Guidelines (CEQG)" and the "Provincial Water Quality Objectives (PWQO)". The samples from the five surface water locations are summarized in Table 9-1 with samples that exceeded existing guidelines highlighted in **RED**.

Table 8-1: Surface Water - Sampling Results

Sample ID	Sample Date	Quarter	Nitrite (N) (mg/L)	Nitrate (N) (mg/L)	Ammonia +Ammonium (N) [mg/L]	Total Kjeldahl Nitrogen [as N mg/L]	Total Phosphorus (mg/l)	E. coli (CFU/100ml)
CEGQ/PWQO				13			0.02	100
SW-1 Up-gradient background	03/21/22	Q1	< 0.03	0.17	< 0.1	< 0.5	0.03	3.00
	06/08/22	Q2	0.04	0.14	< 0.1	0.70	< 0.03	16.00
	09/14/22	Q3	< 0.03	0.08	0.10	0.50	< 0.03	800.00
	12/07/22	Q4	< 0.03	< 0.06	0.10	< 0.5	< 0.03	2220.00
	Annual Average			0.04	0.13	0.10	0.60	0.03
SW-3 Within the main pond	03/21/22	Q1	< 0.03	0.07	0.10	< 0.5	< 0.03	0.00
	06/08/22	Q2	< 0.03	0.12	< 0.1	< 0.5	< 0.03	48.00
	09/14/22	Q3	< 0.03	< 0.06	0.10	< 0.5	< 0.03	640.00
	12/07/22	Q4	< 0.03	0.11	0.20	< 0.5	< 0.03	34.00
	Annual Average			< 0.03	0.10	0.13	< 0.5	< 0.03
SW-4 Outlet from the main pond	03/21/22	Q1	< 0.03	0.20	0.20	< 0.5	< 0.03	1.00
	06/08/22	Q2	< 0.03	< 0.06	0.30	0.80	< 0.03	36.00
	09/14/22	Q3	< 0.03	< 0.06	0.10	< 0.5	< 0.03	92.00
	12/07/22	Q4	< 0.03	< 0.06	0.30	0.50	< 0.03	6.00
	Annual Average			< 0.03	0.20	0.23	0.65	< 0.03
SW-5 Up-gradient tributaries	03/21/22	Q1	< 0.03	0.24	< 0.1	< 0.5	< 0.03	0.00
	06/08/22	Q2	< 0.03	0.45	< 0.1	< 0.5	< 0.03	50.00
	09/14/22	Q3	< 0.03	0.57	0.10	< 0.5	< 0.03	76.00
	12/07/22	Q4	< 0.03	< 0.06	0.10	< 0.5	< 0.03	8.00
	Annual Average			< 0.03	0.20	0.23	0.65	< 0.03
SW-6 Outlet from the property	03/21/22	Q1	< 0.03	0.15	0.20	< 0.5	< 0.03	0.00
	06/08/22	Q2	< 0.03	< 0.06	0.10	< 0.5	< 0.03	28.00
	09/14/22	Q3	< 0.03	< 0.06	0.10	< 0.5	< 0.03	104.00
	12/07/22	Q4	< 0.03	0.62	0.10	< 0.5	< 0.03	4.00
	Annual Average			< 0.03	0.42	0.10	< 0.5	< 0.03

As seen in Table 9-1, there are exceedances in only TP and E. coli concentrations; however TP concentrations remain low (Average: <0.03 mg/L). In 2022, E. coli experiences 4 exceedances across in SW-1, SW-3, and SW-6 with the highest concentration of 2220.00 CFU/100mL.

As indicated in the map shown in Appendix B, all these surface water sampling point (SW-1, SW-3, and SW-6) are nearby or from the existing water bodies (ponds) within Mini Lake. Hence, it is indicated that the high E.coli level is caused by potential sources of pollution of the nearby ponds; however, further investigations will be required to confirm this hypothesis. A considerable amount of precipitation right before the sampling dates (09/14/22 and 12/07/22) might also impact the monitoring well resulting in the high E.Coli concentration.

From the surface water samples taken in 2022, it can be concluded that the Mini Lakes water bodies are in good health and there does not appear to be any major issues in term of contamination. The one area of concern is the occasional spike in E. coli concentration in SW-1, SW-3 and SW-6; as a result, the annual average in the two locations SW-1 and SW-3 exceeded the 100 CFU/100 ml limit (759.75 CFU/100mL and 240.67 CFU/100mL respectively).

9 Summary of 2022's Operational Activities

9.1 System Optimization/Adjustments

OCWA Operation team continues to optimize/adjust the system in an effort to meet compliance. Table 9-1 show a status update of the recommendations provided in the Site Condition/Site visit report provided by OCWA's POTS group in 2021.

Table 9-1: Operational / Process Recommendations

Operational / Process Recommendations	Status Update
Divert flow from one RBC train to the other (but keep both operating)	OCWA has throttled flow from RBC1 by 50%. There is a possibility that the deterioration of the infrastructure may reduce the effectiveness of controlling flow via the valve but this is being monitored and will be addressed if necessary. Ops staff implemented this recommendation; however it was observed that sewage was still flowing frequently into the RBC tank via holes in the structure (wall) between the primary clarifier and the RBC area.
Increase recirculation by increasing RAS pump rate	OCWA increased pump flow rate from 4 minutes every 3 hours to 4 minutes every 2 hours. OCWA has replaced the old pumps for brand new pumps. Flow adjustments are still done on as needed basis as part of the standard operating procedure.
Add step feeding of wastewater to RBC halfway down tank	Upon completion of investigations, it was determine that this addition is unfeasible. There are very limited space to accommodate this new line as proposed.
Add crossover connection between anoxic tanks	This recommendation was deemed unfeasible with the current system as is. The works not only requires prolonged system interruption but more importantly, creating this interconnection between the anoxic

Operational / Process Recommendations	Status Update
	tanks (large hole would need to be cut into the concrete structure) will most likely compromise the structural integrity of these tanks.
Adjust speed of RBC shaft	Based upon discussion with an electrician (Belwood Electric), the proposed adjustments were not recommended given the age and conditions of the se RBC units. There have been major failures on the RBC units and the entire system has passed the useful life.
Install new peristaltic pumps	These pumps are currently operational and will be replaced if they fail and cannot be repaired.
Adjust chemical dosing for phosphorus and denitrification	OCWA's Operations team has been provided with a new sampling schedule with updates to adjust chemical dosing based on rolling average effluent nitrate level. Chemical dosage adjustments occurs frequently when operators see changes in flow or effluent quality; however the current system has no capabilities to adjust dosage on real time based on incoming raw sewage quantity and/or quality. This makes this operational task very challenging. It is anticipated, that this elements will be addressed in the proposed facility upgrades.
Partition the clarifier	The installation of baffles in the primary clarifier was deemed unfeasible. Limited access into the primary clarifier renders the placement and installation of baffles as very difficult. It is likely that a large hole would need to be cut into the concrete structure which would likely compromise the structure.
Add a chemical storage building	The feasibility of adding a new temporary chemical storage building was assessed. The limited foot print availability together with the need for access (Loading/offloading chemicals) along with the required line connections, rendered this effort unfeasible. Notwithstanding the above, the design of the new WWTP upgrade makes provision for a chemical storage building in compliance with all standards, codes and regulations).

9.2 Major Maintenance and Minor Repair

Table 9-2: Wastewater Treatment System Maintenance

Month	Activity
January	<ul style="list-style-type: none"> • 4th – Weber Septic on site for sludge haulage from the Primary Clarifier • 7th – Belwood Electric onsite to install new RAS pump • 11th – Weber Septic on site for sludge haulage from the Primary Clarifier • 17th – Weber Septic on site for sludge haulage from the Primary Clarifier • 25th – Weber Septic on site for sludge haulage from the Primary Clarifier
February	<ul style="list-style-type: none"> • 1st – Weber Septic on site for sludge haulage from the Primary Clarifier • 8th - Weber Septic on site for sludge haulage from the Primary Clarifier • 11th – Replacement of 6/8 clarifier pumps

Month	Activity
	<ul style="list-style-type: none"> • 15th - Weber Septic on site for sludge haulage from the Primary Clarifier • 22nd - Weber Septic on site for sludge haulage from the Primary Clarifier • 28th – Pumped down Dente 1, hosed down sludge
March	<ul style="list-style-type: none"> • 1st – Weber Septic on site for sludge haulage from the Primary Clarifier • 8th - Weber Septic on site for sludge haulage from the Primary Clarifier • 15th - Weber Septic on site for sludge haulage from the Primary Clarifier • 22nd - Weber Septic on site for sludge haulage from the Primary Clarifier • 29th – Weber Septic on site for sludge haulage from the Primary Clarifier
April	<ul style="list-style-type: none"> • 5th - Weber Septic on site for sludge haulage from the Primary Clarifier • 8th – Pulled pump #1 SPS #1 to inspect pump after overload alarm. Found dish rag stuck in the impeller causing overload and trip. • 13th - Weber Septic on site for sludge haulage from the Primary Clarifier • 19th - Weber Septic on site for sludge haulage from the Primary Clarifier • 26th - Weber Septic on site for sludge haulage from the Primary Clarifier • 29th – Pulled pump #1/#2 in SPS #2 to inspection and change failed gaskets seals, changed seals on both
May	<ul style="list-style-type: none"> • 3rd - Weber Septic on site for sludge haulage from the Primary Clarifier • 10th - Weber Septic on site for sludge haulage from the Primary Clarifier • 24th - Weber Septic on site for sludge haulage from the Primary Clarifier • 27th – Inspection all SPS’s and cleaned dirty floats • 31st – Installed tubing for additional MicroC pumps for both denite tanks • 31st - Weber Septic on site for sludge haulage from the Primary Clarifier
June	<ul style="list-style-type: none"> • 7th - Weber Septic on site for sludge haulage from the Primary Clarifier • 17th - Weber Septic on site for sludge haulage from the Primary Clarifier • 21st - Weber Septic on site for sludge haulage from the Primary Clarifier • 27th - Weber Septic on site for sludge haulage from the Primary Clarifier
July	<ul style="list-style-type: none"> • 5th - Weber Septic on site for sludge haulage from the Primary Clarifier • 12th - Weber Septic on site for sludge haulage from the Primary Clarifier • 19th - Weber Septic on site for sludge haulage from the Primary Clarifier
August	<ul style="list-style-type: none"> • 2nd - Weber Septic on site for sludge haulage from the Primary Clarifier • 9th - Weber Septic on site for sludge haulage from the Primary Clarifier • 16th - Weber Septic on site for sludge haulage from the Primary Clarifier
September	<ul style="list-style-type: none"> • 6th - Weber Septic on site for sludge haulage from the Primary Clarifier • 13th - Weber Septic on site for sludge haulage from the Primary Clarifier • 20th - Weber Septic on site for sludge haulage from the Primary Clarifier • 21st – Belwood Electric onsite, digging trench to run hydro to new office trailer

Month	Activity
	<ul style="list-style-type: none"> 27th - Weber Septic on site for sludge haulage from the Primary Clarifier
October	<ul style="list-style-type: none"> 6th - Weber Septic on site for sludge haulage from the Primary Clarifier 11th - Weber Septic on site for sludge haulage from the Primary Clarifier 18th - Weber Septic on site for sludge haulage from the Primary Clarifier 25th - Weber Septic on site for sludge haulage from the Primary Clarifier 28th – Belwood Electric onsite to troubleshoot SPS#5 power issue with panel and pump #1, main breaker panel requires replacement
November	<ul style="list-style-type: none"> 1st - Weber Septic on site for sludge haulage from the Primary Clarifier 8th - Weber Septic on site for sludge haulage from the Primary Clarifier 15th - Weber Septic on site for sludge haulage from the Primary Clarifier 22th - Weber Septic on site for sludge haulage from the Primary Clarifier 29th - Weber Septic on site for sludge haulage from the Primary Clarifier 28th – Weber Septic and Plumber onsite to unblock sanitary line
December	<ul style="list-style-type: none"> 6th – Weber Septic on site for sludge haulage from the Primary Clarifier 12th – Belwood Electric and associated engineers onsite to complete WWTP electrical inspection 13th – Weber Septic on site for sludge haulage from the Primary Clarifier 20th – Weber Septic on site for sludge haulage from the Primary Clarifier

9.3 Unscheduled Work

Table 9-3: Wastewater Treatment System – Unscheduled Work

Month	Activity
January	<ul style="list-style-type: none"> There were no after-hour call backs for the reported period
February	<ul style="list-style-type: none"> There were no after-hour call backs for the reported period
March	<ul style="list-style-type: none"> 17th – SPS 1 Pump 1 Overload alarm
April	<ul style="list-style-type: none"> 5th – SPS #1 Pump #1 Overload Alarm 16th – WWTP Sewage Computer Alarm
May	<ul style="list-style-type: none"> There were no after-hour call backs for the reported period
June	<ul style="list-style-type: none"> 27th – Intrusion Alarm
July	<ul style="list-style-type: none"> 23rd – High Level Alarm SPS #2 24th – High Level Alarm SPS #2

Month	Activity
August	<ul style="list-style-type: none"> There were no after-hour call backs for the reported period
September	<ul style="list-style-type: none"> There were no after-hour call backs for the reported period
October	<ul style="list-style-type: none"> There were no after-hours call backs for the reported period.
November	<ul style="list-style-type: none"> 25th – 2 Sumac – Report of manhole filling due to sanitary line blockage
December	<ul style="list-style-type: none"> 24th – Sewage Plant Computer Alarm 24th – Flashing Light at SPS#1 – Overheating Issue

9.4 Operational Issues and Identified Deficiencies

There were no reportable event during the period covered by this report.

10 Upgrade works

This section provides an overall status update (up to the end of 2022) of the effort made to upgrade the facility.

10.1 Upgrades Identified in the ECA

Table 11-1 provides a status update of the proposed upgrade work included in the Amended Environmental Compliance Approval (ECA) number 8154-AR4J2T issued in September 18; 2017.

Table 11-1: Status of the upgrade works included in the ECA

Proposed Upgrades	Description	Status
Primary Clarifier	<ul style="list-style-type: none"> Installation of a partition wall separating the chamber in two compartments; an inlet and sludge storage compartment having a working volume of 73 m³ and a primary effluent compartment having a working volume of 23 m³. An influent baffle plate at the tank inlet. An outlet weir box and baffle plate at the tank outlet. Sludge recirculation piping to the inlet chamber and sludge removal piping. 	Unfeasible: Limited access into the primary clarifier renders the placement and installation of baffles as very difficult. It is likely that a large hole would need to be cut into the concrete structure which would likely compromise the structure.
Denitrification Chamber	<ul style="list-style-type: none"> modifications to the inlet of the denitrification tank allow for crossover between trains for 	This upgrade was deemed unfeasible due to the complexity of execution. The crossover connection between

Proposed Upgrades	Description	Status
	redundancy and option to operate on one (1) RBC train and two (2) tertiary treatment trains	the trains requires long term bypass pumping and major structural retrofit. The structural condition of the existing infrastructure is unknown and no structural as-built drawings are available.
Effluent Chamber	<ul style="list-style-type: none"> One (1) new effluent pump and discharge piping to be located in the effluent pump chamber to recirculate treated effluent back to the inlet of the primary clarifier 	The current conditions of the infrastructure, as well as the current layout and configuration of the system makes unfeasible to redirect a line from the effluent chamber to the inlet of the primary clarifier.
Chemical Storage Building	<ul style="list-style-type: none"> A 900 L capacity chemical storage tank to provide a carbon source and three (3) chemical metering pumps (one (1) spare), all located within secondary containment facilities. A 2,300 L capacity bulk chemical storage tank for phosphorus removal and three (3) chemical metering pumps (one (1) spare), all located within secondary containment facilities. An eyewash/shower system. 	The feasibility of adding a new temporary chemical storage building was assessed. The limited foot print availability together with the need for access (loading/offloading chemicals) along with the required connections, rendered this option unfeasible. The design of the new WWTP upgrade makes provision for a new chemical storage building in compliance with all standards, codes and regulations.

Mini Lakes goal is to address these as well as other most needed upgrades (i.e. SCADA system) as part of the overall facility upgrade currently in progress.

10.2 Proposed WPCP Upgrades

The following provides a status update of the planned upgrades to the WPCP.

- In November 2018 the following studies were completed:
 - Sewage Treatment System Trade-Off Study (including a Condition Assessment): The current conditions of the existing treatment system and its ability to meet the regulatory requirements were assessed. The study concluded that based on the existing conditions and the system performance, an upgraded was warranted. Two upgrade options were presented. Mini Lakes opted for upgrading the existing treatment system to a new one featuring SBR technology.
 - Standby Power Study: The Mini Lakes Board was presented with five options (A-E) to choose from in delivering the standby power capabilities for the condominium facilities. The Mini Lakes board reviewed the study and decided the best suited option in their

opinion is Option C (dedicated standby power to be provided at each critical location - 1 generator per critical location (SPS #1, #2, #3, #5, Well Houses #2, #3; Wastewater treatment Plant; Recreational Centre) totaling 8 generators from 10 to 50 kW in ratings). Despite the board's approval, this upgrade was rejected by the residents in a vote after the public presentation in September 2019.

- In 2019, Mini Lakes board and the residents approved the upgrades to the wastewater treatment facility and provisions were made to start the engineering portion of this upgrade in 2020. In the interim, Mini Lakes started some actions to secure funding for this upgrade.
- In early 2020, a state of emergency was declared due to COVID-19 pandemic which temporarily introduced new measurements/requirements (i.e. work for home order, quarantine, etc.) impacting several economy sectors across the province.
- Finally in September 2020 and upon completion of a procurement process, Associated Engineering (AE) was retained to develop and complete the design services for the proposed upgrades.
- In December 2020, AE presented a technical memorandum "Mini Lakes WWTP Upgrades - Options Review". The draft was reviewed by both OCWA and Mini Lakes. Factoring in all the elements/components (i.e. structural, electrical, mechanical, controls, etc.) required for this upgrade, the probable costs of the upgrade increased substantially as compared to the preliminary cost estimate provided in 2018. The final memo was submitted in January 2021.
- In July 2021, AE submitted the draft Preliminary Design Report (PDR). At that stage, factoring in the power requirements, it was identify that a power upgrade from 1-phase to 3-phase was required. This upgrade did add another level of complexity to this upgrade project as well as additional extra costs. OCWA reviewed the memorandum and provided comments as required. Final PDR report was submitted in September 2021.
- Based on the escalating cost of this project, in early 2022 Mini Lake board requested a review of option in an attempt to mitigate the cost increase while still meeting the requirements for this upgrade.
- Based on correspondence from Hydro One (Feb 2022), an electrical upgrade will not be required for any WWTP upgrade. Per their confirmation, Hydro One is comfortable providing a three-phase tie-in at the highway, with Mini Lakes being responsible for a private service line to the WWTP. At present, Mini Lakes board is working with Hydro One to determine the right of way path. Most likely, an easement permission will be required.
- In September 2022, AE submitted a draft technical memorandum (Mini Lakes WWTP Upgrades - Upgrade Options Analysis) providing a technical review of four options as follows:
 - Option 1: Existing Process Optimization
 - Option 2: Nitrifying RBC followed by Denitrifying Filters

- Option 3: Sequencing Batch Reactor (SBR)
- Option 4: Membrane Aerated Bioreactor Reactor (MABR)

OCWA reviewed the memorandum and provided comments as required. In November 2022, AE submitted the final version. The technical memo concluded that the most feasible alternative was option 4. Mini Lakes scheduled a presentation to the board in early 2023 to review and approve the recommendations of this memo.

10.3 Tile Bed Upgrades

The following provides a status update of the planned upgrades to the Subsurface Disposal System (Tile Beds).

- Since OCWA took over the operational contract, OCWA operation teams has consistently reported seasonal pooling of the tile bed area.
- In 2018, a condition assessment conducted by OCWA indicated that the conditions of the tile beds (visual inspection) seems to be acceptable; however a thorough inspection/assessment is recommended to determine the structural conditions of this system. A subsequent visual inspection in 2019 also confirmed pooling in several tile beds.
- In 2021, Howden Contractors (EDGAR HOWDEN & SONS LTD.) completed a tile bed inspection. This inspection generated potential remediation work required to ensure functionality the tile bed. Mini Lakes has reviewed and approved this work (capital need) to proceed.
- In September 2022, OCWA procured the Consulting Engineer to complete the replace of the Subsurface Disposal System. Associated Engineering was awarded the project and started the Geotechnical Investigation of the Design Phase.
- In December 2022, an electrical inspection was conducted by AE to the WWTP facility to check the electrical component of the effluent chamber. Several deficiencies were detected and a number of electrical deficiencies were spotted. These elements will be addressed in the engineering design of the tile beds upgrades.
- At present, the design to repair/rehab the tile beds is in progress. Geotechnical investigation has been completed (pending final report). It is anticipated that this upgrade could be tendered for construction early summer 2023. Construction anticipated by late summer or fall (phased approach may be needed).

APPENDIX A

Environmental Compliance

Approval Number 8156-AR4J2T

AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER 8154-AR4J2T

Issue Date: September 18, 2017

Wellington Common Elements Condominium Corporation No.214 c/o MF Property
Management Limited
28 Bett Court
Guelph, Ontario
N1C 0A5

Site Location: 7541 Wellington County Road 34
Township of Puslinch, County of Wellington
N0B2J0

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19
(Environmental Protection Act) for approval of:

Upgrades to the existing sewage works comprising of a sanitary collection system, pumping stations and forcemains, a sewage treatment and subsurface disposal system re-rated at approx. 158 m³/d average daily flow serving the Mini Lakes Subdivision and Common Elements Condominium comprising of a maximum of 292 units (from the original 400 units) for year round use in the Township of Puslinch as follows:

PROPOSED WORKS

Modifications to the existing wastewater treatment plant as follows:

- upgrades to primary clarifier as follows:
 - installation of a partition wall separating the chamber in two compartments; an inlet and sludge storage compartment having a working volume of 73m³ and a primary effluent compartment having a working volume of 23m³.
 - an influent baffle plate at the tank inlet.
 - an outlet weir box and baffle plate at the tank outlet.
 - sludge recirculation piping to the inlet chamber and sludge removal piping.

- modifications to the inlet of the denitrification tank to allow for crossover between trains for redundancy and option to operate on one (1) RBC train and two (2) tertiary treatment trains.
- one (1) new effluent pump and discharge piping to be located in the effluent pump chamber to recirculate treated effluent back to the inlet of the primary clarifier.
- a 3.5m x 4.12m chemical storage building housing the following:
 - a 900 L capacity chemical storage tank to provide a carbon source and three (3) chemical metering pumps (one (1) spare), all located within secondary containment facilities.
 - a 2,300 L capacity bulk chemical storage tank for phosphorus removal and three (3) chemical metering pumps (one (1) spare), all located within secondary containment facilities.
 - an eyewash/shower system.

all other controls, electrical equipment, instrumentation, pumps, piping, valves and appurtenances essential for the proper operation of the aforementioned sewage works;

all in accordance with the documents listed in Schedule 'B'.

EXISTING WORKS

Sanitary Collection System

All existing and proposed sewage collection system gravity mains, forcemains, and services as generally indicated on Drawing 1 - Site Servicing Plan dated February 25, 2008 as submitted by Stantec Consulting Ltd.

Pumping Stations and Forcemain

1. Sewage Pumping Station PS-1 (UTM NAD83: Zone 17, 569553 mE, 4814393 mN)

One (1) 1,200 mm diameter fibreglass package duplex sewage pumping station (located at the intersection of Ash Avenue, Cross Street and Pine Street servicing approximately 77 units), equipped with two (2) submersible pumps, each pump rated at 1.8 L/s at 28.98 m TDH and having a working volume of 0.405 m³, and a forcemain, approx. 29 m long, extending from the pump station before discharging into the common 75 mm forcemain from PS-2 and PS-3, where the common forcemain continues approximately 621 m to discharge directly to the Wastewater Treatment Plant (WWTP) described below.

2. Sewage Pumping Station PS-2 (UTM NAD83: Zone 17, 569203 mE, 4814540 mN)

One (1) 1,200 mm diameter fibreglass package duplex sewage pumping station (located on Jasper Heights Drive approximately 110 m northeast of Garden Parkway servicing approximately 132 units), equipped with two (2) submersible pumps, each pump rated at 2.225 L/s at 33.82 m TDH and having a working volume of 0.501 m³, and a forcemain, approx. 224 m long, extending from the pump station before discharging into the common 75

mm forcemain from PS-3, where the common forcemain continues approximately 215 m to the junction with PS-1 and a further 621 m to discharge directly to the Wastewater Treatment Plant (WWTP) described below.

3. Sewage Pumping Station PS-3 (UTM NAD83: Zone 17, 569349 mE, 4814559 mN)

One (1) 1,200 mm diameter fibreglass package duplex sewage pumping station (located on Lot 62 Hemlock, servicing approximately 42 units), equipped with two (2) submersible pumps, each pump rated at 1.075 L/s at 32.2 m TDH and having a working volume of 0.242 m³, and a forcemain, approx. 229 m long, extending from the pump station before discharging into the common 75 mm forcemain from PS-3, where the common forcemain continues approximately 215 m to the junction with PS-1 and a further 621 m to discharge directly to the Wastewater Treatment Plant (WWTP) described below.

4. Sewage Pumping Station PS-4 (UTM NAD83: Zone 17, 569491 mE, 4814533 mN)

One (1) 1,200 mm diameter fibreglass package duplex sewage pumping station (located adjacent and on the north corner of Lot 227 on Cedarbush Crescent, servicing approximately 53 units and a community centre), equipped with two (2) submersible pumps, each pump rated at 1.35 L/s at 7.27 m TDH and having a working volume of 0.304 m³, and a forcemain, approx. 358 m long, extending from the pump station before discharging directly to the Wastewater Treatment Plant (WWTP) described below.

5. Sewage Pumping Station PS-5 (UTM NAD83: Zone 17, 569720 mE, 4814755 mN)

One (1) 1,200 mm diameter precast concrete duplex sewage pumping station (located at the intersection of Water Street and Basswood to service Phase 2 and 3 development, and will ultimately service approximately 79 units), equipped with two (2) submersible pumps, each pump rated at 2.55 L/s at 14.75 m TDH and having a working volume of 0.469 m³, and a forcemain, approx. 207 m long, discharging into the 75 mm diameter forcemain from PS-4, where the common forcemain continues for approx 29 m before discharging directly to the Wastewater Treatment Plant (WWTP) described below.

Wastewater Treatment Plant

A sewage treatment plant (with dual trains operating in parallel) to be located within a building housing a primary settlement tank, rotating biological contactors, intermediate clarifier, a denitrification tank and final clarifiers and effluent pump chamber as follows:

- a concrete common primary settlement tank with cover, approx. 8.1m wide x 8.5m long x 1.73m liquid depth discharging (via an outlet pipe to each treatment train) to the rotating biological contactors, complete with gear motor and drive mechanism;
- two (2) rotating biological contactors (RBCs) with 2.35m diameter rotor, each equipped with low profile fixed baffles and establish four (4) zones per rotor, and providing approx. 4,179

m² of bio-support media area;

- two (2) hopper bottom 3m x 3.6m intermediate clarifiers per treatment train, complete with inlet and outlet weir, sludge and scum transfer equipment and pumping systems;
- two (2) denitrification tanks, approx. 5.06m x 3.6m, each consisting with 4,704m² of submerged rigid media, complete with an adjustable flow distribution box;
- one (1) 900 L capacity chemical tank and chemical metering pump capable of feeding a carbon source to the denitrification tanks, complete with spill containment facilities;
- chemical feed system comprising of one (1) 2,300 L capacity polyethylene chemical storage tank and metering pump (with standby pump) capable of feeding approx. 1.5 L/hr of alum into the last stage of the rotating biological contactor rotor, complete with spill containment facilities;
- two (2) hopper bottom 3m x 3.6m final clarifiers per treatment train, complete with inlet and outlet weirs and sludge transfer equipment and pumping systems;
- a 50,000 L capacity effluent pump chamber equipped with five (5) submersible pumps (with one additional standby pump), each rated at 2.7 L/s at 11m TDH (max.), to discharge treated effluent via a splitter valve and five (5) 75mm diameter forcemains, one forcemain to each absorption cell of the subsurface disposal system.

Subsurface Disposal System

A subsurface disposal system comprising of five (5) shallow buried trench absorption cells, each cell comprising of six (6) zones with eight (8) laterals (each lateral located within a trench 18m long and 0.6m wide, with a hollow inverted semi-circular chamber housing a 25mm PVC pressurized pipe with 3.2mm holes spaced at 1m c/c) per zone, for a total of approx. 864m of piping per cell (total of approx. 4,320m of piping), and distribution valve assembly and manifold together with a relocation area (alternate subsurface disposal area) and the use of the existing leaching bed areas as contingencies for a period of three (3) years of operation of the sewage works,

all in accordance with the final plans and specifications prepared by P. J. Hannah Equipment Sales Corp. and Stantec Consulting Ltd., Consulting Engineers.

For the purpose of this environmental compliance approval, the following definitions apply:

1. "Annual Average Concentration" means the arithmetic mean of the Monthly Average Concentrations of a contaminant in the effluent calculated for any particular calendar year;
2. "Approval" means this entire document and any Schedules attached to it, and the application;
3. "Average Daily Flow" means the cumulative total sewage flow to the sewage works during a

calendar year divided by the number of days during which sewage was flowing to the sewage works that year;

4. "BOD5" (also known as TBOD₅) means five day biochemical oxygen demand measured in an unfiltered sample and includes carbonaceous and nitrogenous oxygen demand;
5. "CBOD5" means five day carbonaceous (nitrification inhibited) biochemical oxygen demand measured in an unfiltered sample;
6. "Daily Concentration" means the concentration of a contaminant in the effluent discharged over any single day, as measured by a composite or grab sample, whichever is required;
7. "Director" means a person appointed by the Minister pursuant to section 5 of the EPA for the purposes of Part II.1 of the EPA;
8. "District Manager" means the District Manager of the Guelph District Office;
9. "EPA" means the Environmental Protection Act , R.S.O. 1990, c.E.19, as amended;
10. "Equivalent Equipment" means a substituted equipment or like-for-like equipment that meets the required quality and performance standards of a named equipment;
11. "Limited Operational Flexibility" (LOF) means any modifications that the Owner is permitted to make to the Works under this Approval;
12. "Ministry" means the ministry of the government of Ontario responsible for the EPA and OWRA and includes all officials, employees or other persons acting on its behalf;
13. "Notice of Modifications" means the form entitled "Notice of Modifications to Sewage Works";
14. "Monthly Average Concentration" means the arithmetic mean of all Daily Concentrations of a contaminant in the effluent sampled or measured, or both, during a calendar month;
15. "Owner" means Wellington Common Elements Condominium Corporation No.214 and its successors and assignees;
16. "OWRA" means the Ontario Water Resources Act , R.S.O. 1990, c. O.40, as amended;"Previous Works" means those portions of the sewage works previously constructed and approved under an Approval;
17. "Proposed Works" means the sewage works described in the Owner's application, this Approval, to the extent approved by this Approval;
18. "Previous Works" means those portions of the sewage works previously constructed and approved under an Approval;

19. "Rated Capacity" means the Average Daily Flow for which the Works are approved to handle;
20. "Regional Director" means the Regional Director of the West Central Region of the Ministry;
21. "Substantial Completion" has the same meaning as "substantial performance" in the Construction Lien Act; and
22. "Works" means the sewage works described in the Owner's application, and this Approval, and includes Proposed Works, Previous Works, and modifications made under Limited Operational Flexibility.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1. The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
2. Except as otherwise provided by these conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, and the application for approval of the Works.
3. Where there is a conflict between a provision of any document in the schedule referred to in this Approval and the conditions of this Approval, the Conditions in this Approval shall take precedence, and where there is a conflict between the documents in the schedule, the document bearing the most recent date shall prevail.
4. Where there is a conflict between the documents listed in the Schedule B submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
5. The Conditions of this Approval are severable. If any Condition of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this Approval shall not be affected thereby.

EXPIRY OF APPROVAL

This Approval will cease to apply to those parts of the Proposed Works which have not been constructed within five (5) years of the date of this Approval.

3. CHANGE OF OWNER

1. The Owner shall notify the District Manager and the Director, in writing, of any of the following changes within thirty (30) days of the change occurring:
 - a. change of Owner;
 - b. change of address of the Owner;
 - c. change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act , R.S.O. 1990, c.B17 shall be included in the notification to the District Manager;
 - d. change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act , R.S.O. 1990, c. C39 shall be included in the notification to the District Manager;
2. In the event of any change in ownership of the Works, other than a change to a successor municipality, the Owner shall notify in writing the succeeding owner of the existence of this Approval, and a copy of such notice shall be forwarded to the District Manager and the Director.

4. CONSTRUCTION

1. The Owner shall ensure that the construction of the works is supervised by a licensed installer or a Professional Engineer, as defined in the Professional Engineers Act .
2. Upon construction of the works, the Owner shall prepare a statement, certified by a licensed installer or a Professional Engineer that the Works are constructed in accordance with this Approval, and upon request, shall make the written statement available for inspection by Ministry staff and staff of the local municipality.

5. MONITORING AND RECORDING

The Owner shall, upon commencement of operation of the Works, carry out the following

monitoring program:

1. All samples and measurements taken for the purposes of this Approval are to be taken at a time and in a location characteristic of the quality and quantity of the effluent stream over the time period being monitored.
2. Samples of **treated effluent** (ahead of subsurface disposal system) shall be collected at the effluent pump chamber and analyzed for at least the parameters at the indicated **minimum** frequencies (**Table 1 - Treated Effluent Sampling, Schedule C**).
3. Samples of **groundwater** shall be collected from the nine (9) monitoring wells MW-1, MW-2, MW-4 to MW-10 inclusive, located upgradient of the subsurface disposal beds, immediately downgradient of the subsurface disposal beds and at the property boundary in the downgradient flow path from the subsurface disposal beds, and two (2) additional monitoring wells to intercept the plume close to the water's edge, and analyzed for at least the parameters at the indicated **minimum** frequencies (**Table 2 - Groundwater Sampling, Schedule C**). In addition, groundwater depths for each of the monitoring wells shall also be recorded to assess groundwater elevation and flow paths through the site.
4. Samples of **surface water** shall be collected at the following five (5) locations and analyzed for at least the parameters at the indicated **minimum** frequencies (**Table 3 - Surface Water Sampling, Schedule C**).

Surface water monitoring locations

- upgradient background (SW1)
 - one location within the main pond (SW3)
 - outlet from the main pond (SW4)
 - outlet from the property (SW6)
 - upgradient tributaries (SW5, located at County Road No. 34, approximately 50m upstream of the confluence of Mill Creek with the downstream location of the Mini Lakes outlet).
5. The monitoring outlined pursuant to subsections (3) and (4) shall be undertaken for a period of at least three (3) years following the start up of the Proposed Works.
 6. Prior to the startup of the Works, background groundwater quality must be established by collecting groundwater samples and having them analyzed for the parameters outlined in Table 2.
 7. The Owner shall measure and record the daily volume of effluent being discharged to subsurface disposal system.
 8. The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following:

- a. the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only), as amended from time to time by more recently published editions;
 - b. the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater" (January 1999), ISBN 0-7778-1880-9, as amended from time to time by more recently published editions; and
 - c. the publication "Standard Methods for the Examination of Water and Wastewater" (21st edition), as amended from time to time by more recently published editions.
9. The Owner shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the monitoring activities required by this Approval.
10. Following completion of two (2) full years of operation of the sewage system, if the quality of effluent discharged to the subsurface disposal system satisfies the objectives stipulated in Condition 6 as evidenced by the results of the monitoring program required by this condition, the monitoring requirements may be revised by the Director if he/she is of the opinion that such a reduction is appropriate in the circumstances.

6. EFFLUENT LIMITS

1. The Owner shall operate and maintain the Works such that the concentrations of the materials named as effluent parameters are not exceeded in the effluent from the Works (**Table 4 - Effluent Limits, Schedule D**).
2. For the purposes of determining compliance with and enforcing subsection (1):
 - a. Non-compliance with respect to the effluent parameters is deemed to have occurred when the annual average concentration of any of the effluent parameters (treated effluent discharge to the subsurface disposal system) named in subsection (1) above, based on all grab samples taken in accordance with Condition 5(2) above, supplemented by spot sampling by Ministry staff as necessary, during any calendar year, exceeds its corresponding stipulated effluent concentration indicated in Table 4.
3. Paragraph (a) of subsection shall apply upon the issuance of this Approval.
4. The effluent limit set out in subsection (1) shall apply upon the issuance of this Approval.

5. Only those monitoring results collected during the corresponding time period shall be used in calculating the Annual Average Concentration.

7. OPERATIONS AND MAINTENANCE

1. The Owner shall prepare an operations manual within six (6) months of the introduction of sewage to the Works, that includes, but not necessarily limited to, the following information:
 - a. operating procedures for routine operation of the Works; and
 - b. inspection programs, including frequency of inspection, for the Works and the methods or tests employed to detect when maintenance is necessary.
2. (2) The Owner shall maintain the operations manual current and retain a copy at the location of the Works for the operational life of the Works. Upon request, the Owner shall make the manual available to Ministry staff.
3. (3) The Owner shall prepare and make available for inspection by Ministry staff, a maintenance agreement with the manufacturer for the treatment process/technology and a complete set of "as constructed" drawings within one (1) year of Substantial Completion of the Works. The maintenance agreement and drawings must be retained at the site and kept current.
4. (4) The Owner shall employ for the overall operation of the Works a person who possesses the level of training and experience sufficient to allow safe and environmentally sound operation of the Works.

8. REPORTING

1. One week prior to the start up of the operation of the Works, the Owner shall notify the District Manager (in writing) of the pending start up date of the Proposed Works.
2. The Owner shall prepare, and submit upon request, a performance report, on an annual basis, within ninety (90) days following the end of the period being reported upon. The first such report shall cover the first annual period following the commencement of operation of the Works and subsequent reports shall be submitted to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:
 - a. a summary and interpretation of all monitoring data and a comparison to the effluent limits outlined in Condition 6, including an overview of the success and adequacy of the Works;
 - b. a tabulation of the daily volumes of effluent disposed through the subsurface disposal system during the reporting period;

- c. a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the Works;
- d. a description of any operating problems encountered and corrective actions taken.
- e. a copy of all Notice of Modifications submitted to the District Manager as a result of Schedule A, Section 1, with a status report on the implementation of each modification;
- f. a report summarizing all modifications completed as a result of Schedule A, Section 3;
- g. any other information the District Manager requires from time to time.

9. LIMITED OPERATIONAL FLEXIBILITY

1. The Owner may make modifications to the Works in accordance with the Terms and Conditions of this Approval and subject to the Ministry's "Limited Operational Flexibility Criteria for Modifications to Sewage Works", included under Schedule A of this Approval, as amended.
2. Sewage works under Limited Operational Flexibility shall adhere to the design guidelines contained within the Ministry's publication "Design Guidelines for Sewage Works 2008", as amended.
3. The Owner shall ensure at all times, that the Works, related equipment and appurtenances which are installed or used to achieve compliance are operated in accordance with all Terms and Conditions of this Approval.
4. For greater certainty, the following are **not** permitted as part of Limited Operational Flexibility:
 - a. Modifications to the Works that result in an increase of the approved Rated Capacity of the Works;
 - b. Modifications to the Works that may adversely affect the approved effluent quality criteria or the location of the discharge/outfall;
 - c. Modifications to the treatment process technology of the Works, or modifications that involve construction of new reactors (tanks) or alter the treatment train process design;
 - d. Modifications to the Works approved under s.9 of the EPA, and
 - e. Modifications to the Works pursuant to an order issued by the Ministry.

5. Implementation of Limited Operational Flexibility is not intended to be used for piecemeal measures that result in major alterations or expansions.
6. If the implementation of Limited Operational Flexibility requires changes to be made to the Emergency Response, Spill Reporting and Contingency Plan, the Owner shall, provide a revised copy of this plan to the local fire services authority prior to implementing Limited Operational Flexibility.
7. For greater certainty, any modification made under the Limited Operational Flexibility may only be carried out after other legal obligations have been complied with, including those arising from the *Environmental Protection Act*, *Niagara Escarpment Planning and Development Act*, *Oak Ridges Moraine Conservation Act*, *Lake Simcoe Protection Act* and *Greenbelt Act*.
8. At least thirty (30) days prior to implementing Limited Operational Flexibility, the Owner shall complete a Notice of Modifications describing any proposed modifications to the Works and submit it to the District Manager.
9. The Owner shall not proceed with implementation of Limited Operational Flexibility until the District Manager has provided written acceptance of the Notice of Modifications or a minimum of thirty (30) days have passed since the day the District Manager acknowledged the receipt of the Notice of Modifications.

SCHEDULE 'A'

Limited Operational Flexibility Criteria for Modifications to Industrial Sewage Works

1. The modifications to sewage works approved under an Environmental Compliance Approval (Approval) that are permitted under the Limited Operational Flexibility (LOF), are outlined below and are subject to the LOF conditions in the Approval, and require the submission of the Notice of Modifications. If there is a conflict between the sewage works listed below and the Terms and Conditions in the Approval, the Terms and Conditions in the Approval shall take precedence.

1.1 Sewage Pumping Stations

- a. Alter pumping capacity by adding or replacing equipment where new equipment is located within an existing sewage treatment plant site or an existing sewage pumping station site, provided that the modifications do not result in an increase of the sewage treatment plant Rated Capacity and the existing flow process and/or treatment train are maintained, as applicable.
- b. Forcemain relining and replacement with similar pipe size where the nominal diameter is not greater than 1,200mm.

1.2 Sewage Treatment Process

- a. Installing additional chemical dosage equipment including replacing with alternative chemicals for pH adjustment or coagulants (non-toxic polymers) provided that there are no modifications of treatment processes or other modifications that may alter the intent of operations and may have negative impacts on the effluent quantity and quality.
- b. Expanding the buffer zone between a sanitary sewage lagoon facility or land treatment area and adjacent uses provided that the buffer zone is entirely on the proponent's land.
- c. Optimizing existing sanitary sewage lagoons with the purpose to increase efficiency of treatment operations provided that existing sewage treatment plant rated capacity is not exceeded and where no land acquisition is required.
- d. Optimizing existing sewage treatment plant equipment with the purpose to increase the efficiency of the existing treatment operations, provided that there are no modifications to the works that result in an increase of the approved Rated Capacity, and may have adverse effects to the effluent quality or location of the discharge.
- e. Replacement, refurbishment of previously approved equipment in whole or in part with Equivalent Equipment, like-for-like of different make and model, provided that

the firm capacity, reliability, performance standard, level of quality and redundancy of the group of equipment is kept the same. For clarity purposes, the following equipment can be considered under this provision: pumps, screens, grit separators, blowers, aeration equipment, sludge thickeners, dewatering equipment, UV systems, chlorine contact equipment, bio-disks, and sludge digester systems.

1.3 Sanitary Sewers

- a. Pipe relining and replacement with similar pipe size within the Sewage Treatment Plant site, where the nominal diameter is not greater than 1,200mm.

1.4 Pilot Systems

- a. Installation of pilot systems for new or existing technologies provided that:
 - i. any effluent from the pilot system is discharged to the inlet of the sewage treatment plant or hauled off-site for proper disposal,
 - ii. any effluent from the pilot system discharged to the inlet of the sewage treatment plant or sewage conveyance system does not significantly alter the composition/concentration of the influent sewage to be treated in the downstream process; and that it does not add any inhibiting substances to the downstream process, and
 - iii. the pilot system's duration does not exceed a maximum of two years; and a report with results is submitted to the Director and District Manager three months after completion of the pilot project.
2. Sewage works that are exempt from section 53 of the OWRA by O. Reg. 525/98 continue to be exempt and are not required to follow the notification process under this Limited Operational Flexibility.
3. Normal or emergency operational modifications, such as repairs, reconstructions, or other improvements that are part of maintenance activities, including cleaning, renovations to existing approved sewage works equipment, provided that the modification is made with Equivalent Equipment, are considered pre-approved.
4. The modifications noted in section (3) above are **not** required to follow the notification protocols under Limited Operational Flexibility, provided that the number of pieces and description of the equipment as described in the Approval does not change.



Notice of Modification to Sewage Works

RETAIN COPY OF COMPLETED FORM AS PART OF THE ECA AND SEND A COPY TO THE WATER SUPERVISOR (FOR MUNICIPAL) OR DISTRICT MANAGER (FOR NON-MUNICIPAL SYSTEMS)

Part 1 – Environmental Compliance Approval (ECA) with Limited Operational Flexibility

(Insert the ECA's owner, number and issuance date and notice number, which should start with "01" and consecutive numbers thereafter)

ECA Number	Issuance Date (mm/dd/yy)	Notice number (if applicable)
ECA Owner		Municipality

Part 2: Description of the modifications as part of the Limited Operational Flexibility

(Attach a detailed description of the sewage works)

Description shall include:

1. A detail description of the modifications and/or operations to the sewage works (e.g. sewage work component, location, size, equipment type/model, material, process name, etc.)
2. Confirmation that the anticipated environmental effects are negligible.
3. List of updated versions of, or amendments to, all relevant technical documents that are affected by the modifications as applicable, i.e. submission of documentation is not required, but the listing of updated documents is (design brief, drawings, emergency plan, etc.)

Part 3 – Declaration by Professional Engineer

I hereby declare that I have verified the scope and technical aspects of this modification and confirm that the design:

1. Has been prepared or reviewed by a Professional Engineer who is licensed to practice in the Province of Ontario;
2. Has been designed in accordance with the Limited Operational Flexibility as described in the ECA;
3. Has been designed consistent with Ministry's Design Guidelines, adhering to engineering standards, industry's best management practices, and demonstrating ongoing compliance with s.53 of the Ontario Water Resources Act; and other appropriate regulations.

I hereby declare that to the best of my knowledge, information and belief the information contained in this form is complete and accurate

Name (Print)	PEO License Number
Signature	Date (mm/dd/yy)
Name of Employer	

Part 4 – Declaration by Owner

I hereby declare that:

1. I am authorized by the Owner to complete this Declaration;
2. The Owner consents to the modification; and
3. This modifications to the sewage works are proposed in accordance with the Limited Operational Flexibility as described in the ECA.
4. The Owner has fulfilled all applicable requirements of the Environmental Assessment Act.

I hereby declare that to the best of my knowledge, information and belief the information contained in this form is complete and accurate

Name of Owner Representative (Print)	Owner representative's title (Print)
Owner Representative's Signature	Date (mm/dd/yy)

SCHEDULE 'B'

Environmental Compliance Approval (ECA) supporting documents:

1. Application for Environmental Compliance Approval (ECA) dated June 7, 2012 signed by Tom Boyd, President, Mini Lakes Residents Association, and supporting documents prepared by Stantec Consulting Ltd., Consulting Engineers.

SCHEDULE 'C'

Table 1- Treated Effluent Sampling

Parameter	Type of Sample	Minimum Frequency
CBOD5	grab	monthly
Total Suspended Solids	grab	monthly
Total Phosphorus	grab	monthly
Total Ammonia Nitrogen	grab	monthly
Nitrate Nitrogen	grab	monthly
Nitrite Nitrogen	grab	monthly
Total Kjeldahl Nitrogen	grab	monthly
E. coli	grab	monthly
Dissolved Oxygen	grab	monthly
pH	grab	monthly

Table 2- Groundwater Sampling

Parameter	Type of Sample	Minimum Frequency
CBOD5	grab	quarterly
Total Suspended Solids	grab	quarterly
Total Phosphorus	grab	quarterly
Total Ammonia Nitrogen	grab	quarterly
Nitrate Nitrogen	grab	quarterly
Nitrite Nitrogen	grab	quarterly
Total Kjeldahl Nitrogen	grab	quarterly
E. coli	grab	quarterly
Dissolved Organic Carbon	grab	quarterly

Table 3- Surface Water Sampling

Parameter	Type of Sample	Minimum Frequency
Total Phosphorus	grab	quarterly
Total Ammonia Nitrogen	grab	quarterly
Nitrate Nitrogen	grab	quarterly
Nitrite Nitrogen	grab	quarterly
Total Kjeldahl Nitrogen	grab	quarterly
E. coli	grab	quarterly

SCHEDULE 'D'

Table 4- Effluent Limits

Effluent Parameters	Annual Average Concentration
CBOD5	20 mg/L
Total Suspended Solids	20 mg/L
Nitrate Nitrogen	8 mg/L
Total Phosphorus	1 mg/L

The reasons for the imposition of these terms and conditions are as follows:

1. Condition 1 is imposed to ensure that the Works are built and operated in the manner in which they were described for review and upon which approval was granted. This condition is also included to emphasize the precedence of Conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this Approval the existence of this Approval.
2. Condition 2 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
3. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to the approved works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.
4. Condition 4 is included to ensure that the works are constructed, and may be operated and maintained such that the environment is protected and deterioration, loss, injury or damage to any person or property is prevented.
5. Condition 5 is included to enable the Owner to evaluate and demonstrate the performance of the Works, on a continual basis, so that the Works are properly operated and maintained at a level which is consistent with the design objectives specified in the Approval.
6. Condition 6 is imposed to ensure that the effluent discharged from the Works to the subsurface disposal system meets the Ministry's effluent quality requirements thus minimizing environmental impact.
7. Condition 7 is included to require that the Works be properly operated, maintained, and equipped such that the environment is protected. As well, the inclusion of an operations manual, maintenance agreement with the manufacturer for the treatment process/technology and a complete set of "as constructed" drawings governing all significant areas of operation, maintenance and repair is prepared, implemented and kept up-to-date by the owner and made available to the Ministry. Such a information is an integral part of the operation of the Works. Its compilation and use should assist the Owner in staff training, in proper plant operation and in identifying and planning for contingencies during possible abnormal conditions. The manual will also act as a benchmark for Ministry staff when reviewing the Owner's operation of the work.
8. Condition 8 is included to provide a performance record for future references, to ensure that the Ministry is made aware of problems as they arise, and to provide a compliance record for all the terms and conditions outlined in this Approval, so that the Ministry can work with the Owner in resolving any problems in a timely manner.

Condition 9 is included to ensure that the Works are operated in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider. These Conditions are also included to ensure that a Professional Engineer has reviewed the proposed modifications and attests that the modifications are in line with that of Limited Operational Flexibility, and provide assurance that the proposed modifications comply with the Ministry's requirements stipulated in the Terms and Conditions of this Approval, MOE policies, guidelines, and industry engineering standards and best management practices.

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). 2391-9KCJUS issued on June 1, 2016.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

- a. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- b. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

Pursuant to subsection 139(3) of the Environmental Protection Act, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.

The Notice should also include:

1. The name of the appellant;
2. The address of the appellant;
3. The environmental compliance approval number;
4. The date of the environmental compliance approval;
5. The name of the Director, and;
6. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

AND

The Director appointed for the purposes of Part II, 1 of
the Environmental Protection Act
Ministry of the Environment and Climate Change
135 St. Clair Avenue West, 1st Floor
Toronto, Ontario
M4V 1P5

*** Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 326-5370 or www.ert.gov.on.ca**

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 18th day of September, 2017



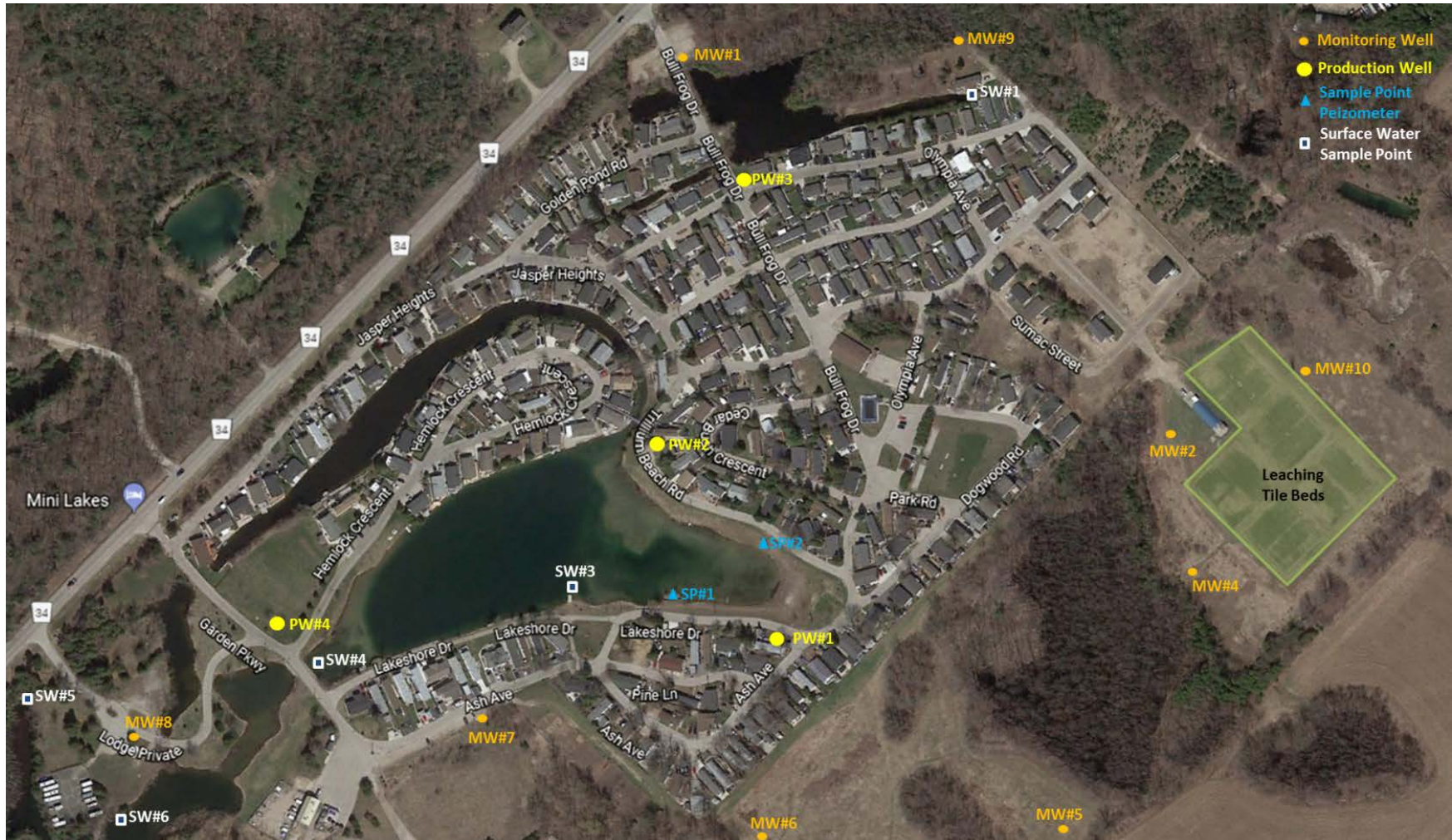
Fariha Pannu, P.Eng.
Director
appointed for the purposes of Part II.1 of the
Environmental Protection Act

JA/

c: District Manager, MOECC Guelph
n/a, Wellington Common Elements Condominium Corporation No.214 c/o MF Property Management
Limited

APPENDIX B

Groundwater Monitoring Wells and Surface Water Sampling Locations



APPENDIX C

Laboratory Certificates of Analysis for Wastewater Treatment Plant



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

08-February-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 03 February 2022

LR Report: CA12149-FEB22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

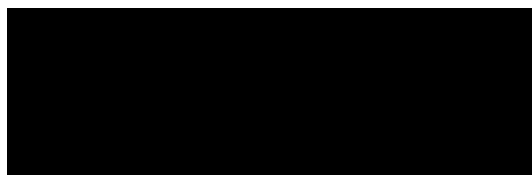
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Clairfier (Grab) Raw Sewage
Sample Date & Time					02-Feb-22 13:45	02-Feb-22 14:00
Temperature Upon Receipt [°C]	---	---	---	---	8.0	8.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	03-Feb-22	17:19	08-Feb-22	14:29	< 4	55
Dissolved Oxygen [mg/L]	03-Feb-22	15:27	07-Feb-22	12:17	9.6	---
Total Suspended Solids [mg/L]	04-Feb-22	14:10	08-Feb-22	09:11	23	66
Alkalinity [mg/L as CaCO3]	04-Feb-22	07:51	04-Feb-22	16:39	---	267
pH [No unit]	04-Feb-22	11:24	04-Feb-22	17:00	7.55	7.53
Phosphorus (total) [mg/L]	03-Feb-22	17:01	04-Feb-22	11:43	0.67	2.04
Total Kjeldahl Nitrogen [as N mg/L]	03-Feb-22	17:15	07-Feb-22	09:29	3.4	20.4
Ammonia+Ammonium (N) [as N mg/L]	03-Feb-22	18:13	04-Feb-22	11:17	2.0	15.0
Nitrite (as N) [mg/L]	05-Feb-22	09:33	07-Feb-22	13:46	0.69	---
Nitrate (as N) [mg/L]	05-Feb-22	09:33	07-Feb-22	13:46	15.1	---
Nitrate + Nitrite (as N) [mg/L]	05-Feb-22	09:33	07-Feb-22	13:46	15.8	---
E. Coli [cfu/100mL]	03-Feb-22	15:54	07-Feb-22	11:11	24000	---



*Hawley Anderson, Hon.B.Sc
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

25-February-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 17 February 2022

LR Report: CA13557-FEB22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

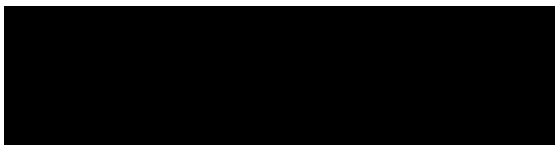
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent (Grab)	Raw Raw-Primary Clairfier Raw Sewage (Grab)
Sample Date & Time					16-Feb-22 11:30	16-Feb-22 11:40
Temperature Upon Receipt [°C]	---	---	---	---	11.0	11.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	18-Feb-22	16:14	23-Feb-22	15:09	12	57
Dissolved Oxygen [mg/L]	17-Feb-22	15:37	18-Feb-22	13:19	8.3	---
Total Suspended Solids [mg/L]	18-Feb-22	11:34	23-Feb-22	10:34	22	110
Alkalinity [mg/L as CaCO3]	18-Feb-22	08:16	22-Feb-22	08:37	---	287
pH [No unit]	18-Feb-22	08:16	22-Feb-22	08:37	7.63	7.46
Phosphorus (total) [mg/L]	17-Feb-22	17:01	23-Feb-22	10:06	0.95	2.40
Total Kjeldahl Nitrogen [as N mg/L]	17-Feb-22	16:59	22-Feb-22	13:45	3.0	16.9
Ammonia+Ammonium (N) [as N mg/L]	17-Feb-22	10:46	18-Feb-22	10:59	2.0	12.6
Nitrite (as N) [mg/L]	19-Feb-22	15:19	25-Feb-22	13:50	1.00	---
Nitrate (as N) [mg/L]	19-Feb-22	15:19	23-Feb-22	17:00	14.3	---
Nitrate + Nitrite (as N) [mg/L]	19-Feb-22	15:19	25-Feb-22	13:50	15.3	---
E. Coli [cfu/100mL]	17-Feb-22	16:55	22-Feb-22	12:29	66000	---



*Hawley Anderson, Hon.B.Sc
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.
 P.O. Box 4300 - 185 Concession St.
 Lakefield - Ontario - KOL 2H0
 Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

13-January-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 06 January 2022
LR Report: CA13188-JAN22

136 Main St., E.
 Shelburne, ON
 L9V 3K5, Canada

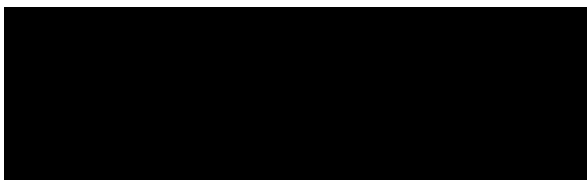
Copy: #1

Phone: 519-925-1938 ext. 225
 Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent (Grab)	Raw Raw-Primary Clairfier (Grab) Raw Sewage
Sample Date & Time					05-Jan-22 12:15	05-Jan-22 12:30
Temperature Upon Receipt [°C]	---	---	---	---	3.0	3.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	06-Jan-22	15:37	12-Jan-22	15:03	12	62
Dissolved Oxygen [mg/L]	06-Jan-22	18:39	07-Jan-22	07:43	9.2	---
Total Suspended Solids [mg/L]	10-Jan-22	08:12	10-Jan-22	16:05	30	86
Alkalinity [mg/L as CaCO3]	07-Jan-22	08:15	07-Jan-22	16:06	---	259
pH [No unit]	07-Jan-22	10:16	07-Jan-22	16:06	7.48	7.50
Phosphorus (total) [mg/L]	07-Jan-22	16:03	11-Jan-22	12:09	0.90	2.60
Total Kjeldahl Nitrogen [as N mg/L]	07-Jan-22	17:43	10-Jan-22	13:54	2.6	16.3
Ammonia+Ammonium (N) [as N mg/L]	06-Jan-22	21:25	07-Jan-22	09:37	1.2	14.3
Nitrite (as N) [mg/L]	07-Jan-22	09:29	13-Jan-22	11:30	0.66	---
Nitrate (as N) [mg/L]	07-Jan-22	09:29	13-Jan-22	11:30	19.2	---
Nitrate + Nitrite (as N) [mg/L]	07-Jan-22	09:29	13-Jan-22	11:30	19.8	---
E. Coli [cfu/100mL]	06-Jan-22	17:35	07-Jan-22	16:02	12000	---



Carrie Greenlaw
 Project Specialist,
 Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

27-January-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 20 January 2022

LR Report: CA13740-JAN22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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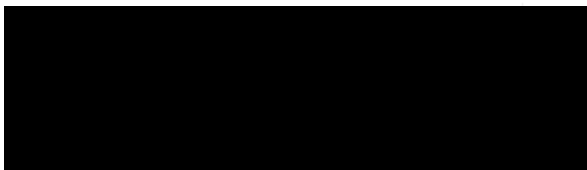
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent	6: Raw Raw-Primary Clairfier (Grab) Raw Sewage
Sample Date & Time					19-Jan-22 12:45	19-Jan-22 13:00
Temperature Upon Receipt [°C]	---	---	---	---	5.0	5.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	21-Jan-22	14:10	26-Jan-22	13:51	10	78
Dissolved Oxygen [mg/L]	20-Jan-22	17:15	24-Jan-22	14:42	9.2	---
Total Suspended Solids [mg/L]	24-Jan-22	11:11	24-Jan-22	16:24	18	67
Alkalinity [mg/L as CaCO3]	21-Jan-22	07:56	25-Jan-22	14:53	---	264
pH [No unit]	21-Jan-22	09:27	25-Jan-22	14:54	7.56	7.53
Phosphorus (total) [mg/L]	20-Jan-22	17:55	21-Jan-22	10:27	0.65	2.46
Total Kjeldahl Nitrogen [as N mg/L]	21-Jan-22	08:19	26-Jan-22	14:40	2.5	17.7
Ammonia+Ammonium (N) [as N mg/L]	24-Jan-22	07:40	25-Jan-22	10:19	1.3	---
Ammonia+Ammonium (N) [as N mg/L]	26-Jan-22	18:14	27-Jan-22	11:34	---	14.6
Nitrite (as N) [mg/L]	24-Jan-22	19:21	25-Jan-22	10:49	1.14	---
Nitrate (as N) [mg/L]	24-Jan-22	19:21	25-Jan-22	10:49	15.4	---
Nitrate + Nitrite (as N) [mg/L]	24-Jan-22	19:21	25-Jan-22	10:49	16.5	---
E. Coli [cfu/100mL]	21-Jan-22	10:02	24-Jan-22	08:55	7300	---



*Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

10-March-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 03 March 2022

LR Report: CA13170-MAR22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

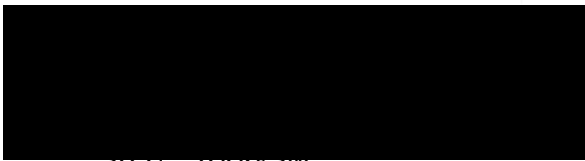
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent (Grab)	Raw Raw-Primary Clairfier Raw Sewage (Grab)
Sample Date & Time					02-Mar-22 12:15	02-Mar-22 12:30
Temperature Upon Receipt [°C]	---	---	---	---	7.0	7.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	03-Mar-22	17:01	09-Mar-22	15:16	16	62
Dissolved Oxygen [mg/L]	03-Mar-22	14:20	04-Mar-22	12:09	8.6	---
Total Suspended Solids [mg/L]	04-Mar-22	13:52	08-Mar-22	12:46	32	138
Alkalinity [mg/L as CaCO3]	03-Mar-22	15:21	04-Mar-22	13:27	---	288
pH [No unit]	03-Mar-22	15:21	04-Mar-22	13:27	7.64	7.60
Phosphorus (total) [mg/L]	04-Mar-22	15:51	07-Mar-22	11:29	0.95	2.45
Total Kjeldahl Nitrogen [as N mg/L]	03-Mar-22	16:53	04-Mar-22	10:38	3.2	18.2
Ammonia+Ammonium (N) [as N mg/L]	03-Mar-22	20:22	04-Mar-22	10:58	1.5	16.1
Nitrite (as N) [mg/L]	04-Mar-22	19:41	07-Mar-22	14:19	0.58	---
Nitrate (as N) [mg/L]	04-Mar-22	19:41	07-Mar-22	14:19	13.8	---
Nitrate + Nitrite (as N) [mg/L]	04-Mar-22	19:41	07-Mar-22	14:19	14.4	---
E. Coli [cfu/100mL]	03-Mar-22	16:55	07-Mar-22	08:59	66000	---



*Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

24-March-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 16 March 2022
LR Report: CA12618-MAR22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Eff Eff-Final Effluent (Grab) Bacti	7: Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					16-Mar-22 08:45	16-Mar-22 08:45	16-Mar-22 08:55
Temperature Upon Receipt [°C]	---	---	---	---	6.0	6.0	6.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	17-Mar-22	16:34	22-Mar-22	13:25	26	---	78
Dissolved Oxygen [mg/L]	17-Mar-22	09:46	18-Mar-22	13:29	7.3	---	---
Total Suspended Solids [mg/L]	17-Mar-22	15:03	21-Mar-22	16:10	38	---	132
Alkalinity [mg/L as CaCO3]	17-Mar-22	13:54	21-Mar-22	10:40	---	---	330
pH [No unit]	17-Mar-22	10:24	21-Mar-22	10:40	7.50	---	7.65
Phosphorus (total) [mg/L]	21-Mar-22	09:58	22-Mar-22	13:21	0.78	---	2.70
Total Kjeldahl Nitrogen [as N mg/L]	17-Mar-22	18:12	18-Mar-22	11:52	4.0	---	16.9
Ammonia+Ammonium (N) [as N mg/L]	17-Mar-22	17:09	18-Mar-22	10:06	2.2	---	13.3
Nitrite (as N) [mg/L]	21-Mar-22	14:06	24-Mar-22	15:28	0.79	---	---
Nitrate (as N) [mg/L]	21-Mar-22	14:06	24-Mar-22	15:28	10.6	---	---
Nitrate + Nitrite (as N) [mg/L]	21-Mar-22	14:06	24-Mar-22	15:28	11.4	---	---
E. Coli [cfu/100mL]	17-Mar-22	11:01	21-Mar-22	08:23	---	104000	---



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

25-March-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 21 March 2022
LR Report: CA12818-MAR22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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Phone: 519-925-1938 ext. 225
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Hold Hld1-SW1-Upgradient Background	6: Hold Hld3-SW3-W Thin Main Pond	7: Hold Hld4-SW4-Outlet From Main Pond	8: Hold Hld5-SW5-Upgradient Tributaries at County Rd. No. 34	9: Hold Hld6-SW6-Outlet From Property
Sample Date & Time					21-Mar-22 13:20	21-Mar-22 12:52	21-Mar-22 12:45	21-Mar-22 13:12	21-Mar-22 13:02
Temperature Upon Receipt [°C]	---	---	---	---	9.0	9.0	9.0	9.0	9.0
Field pH [no unit]	---	---	---	---	7.8	8.5	8.3	8.0	8.4
Field Temperature [celcius]	---	---	---	---	7.4	7.2	8.8	7.7	7.5
Phosphorus (total) [mg/L]	22-Mar-22	16:30	23-Mar-22	16:05	0.03	< 0.03	< 0.03	< 0.03	< 0.03
Ammonia+Ammonium (N) [as N mg/L]	22-Mar-22	16:52	23-Mar-22	10:51	< 0.1	0.1	0.2	< 0.1	0.2
Total Kjeldahl Nitrogen [as N mg/L]	22-Mar-22	16:28	24-Mar-22	09:17	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5
Nitrite (as N) [mg/L]	22-Mar-22	17:58	25-Mar-22	13:25	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Nitrate (as N) [mg/L]	22-Mar-22	17:58	25-Mar-22	13:25	0.17	0.07	0.20	0.24	0.15
Nitrate + Nitrite (as N) [mg/L]	22-Mar-22	17:58	25-Mar-22	13:25	0.17	0.07	0.20	0.24	0.15
E. Coli [cfu/100mL]	22-Mar-22	10:59	24-Mar-22	09:21	3	0	1	0	0



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Phone: 519-925-1938 ext. 225
Fax:

Works #: 1418S
Project : PO#017844

28-March-2022

Date Rec. : 21 March 2022
LR Report: CA12819-MAR22

Copy: #1

CERTIFICATE OF ANALYSIS

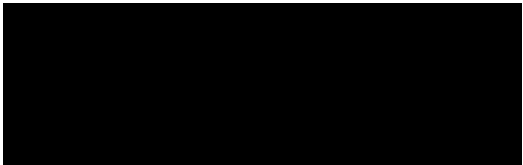
Final Report

Sample ID	Sample Date & Time	Temperature Upon Receipt °C	Carbonaceous Biochemical Oxygen Demand (CBOD5) mg/L	Total Suspended Solids mg/L	Dissolved Organic Carbon mg/L	Phosphorus (total) mg/L	Total Kjeldahl Nitrogen as N mg/L	Ammonia+Ammonium (N) as N mg/L
1: Analysis Start Date		---	22-Mar-22	22-Mar-22	22-Mar-22	22-Mar-22	22-Mar-22	22-Mar-22
2: Analysis Start Time		---	16:03	11:09	13:57	16:30	16:28	16:52
3: Analysis Completed Date		---	28-Mar-22	23-Mar-22	24-Mar-22	23-Mar-22	24-Mar-22	23-Mar-22
4: Analysis Completed Time		---	13:27	10:12	08:19	16:05	09:17	10:51
5: Well Wel1-Monitoring Well #1 (MW-1)	21-Mar-22 11:17	9.0	< 4	473	19	0.17	3.2	2.7
6: Well Wel2-Monitoring Well #2 (MW-2)	21-Mar-22 10:07	9.0	< 4	2	2	< 0.03	< 0.5	< 0.1
7: Well Wel4-Monitoring Well #4 (MW-4)	21-Mar-22 09:55	9.0	< 4	< 2	1	< 0.03	< 0.5	< 0.1
8: Well Wel5-Monitoring Well #5 (MW-5)	21-Mar-22 10:39	9.0	< 4	4	1	< 0.03	< 0.5	< 0.1
9: Well Wel6-Monitoring Well #6 (MW-6)	21-Mar-22 10:47	9.0	< 4	< 2	1	< 0.03	< 0.5	< 0.1
10: Well Wel7-Monitoring Well #7 (MW-7)	21-Mar-22 10:58	9.0	< 4	4	2	< 0.03	< 0.5	< 0.1
11: Well Wel8-Monitoring Well #8 (MW-8)	21-Mar-22 11:07	9.0	< 4	39	7	< 0.03	1.6	1.8
12: Well Wel9-Monitoring Well #9 (MW-9)	21-Mar-22 10:22	9.0	< 4	15	4	0.05	< 0.5	0.1
13: Well We10-Monitoring Well #10 (MW-10)	21-Mar-22 09:30	9.0	< 4	6	1	< 0.03	< 0.5	< 0.1
14: Well We11-Monitoring Well #11 (MW-11)	21-Mar-22 11:40	9.0	4	29	6	< 0.03	4.8	4.8
15: Well We12-Monitoring Well #12 (MW-12)	21-Mar-22 11:52	9.0	< 4	9	1	< 0.03	< 0.5	< 0.1

OnLine LIMS

0002844085

Sample ID	Nitrite (as N) mg/L	Nitrate (as N) mg/L	Nitrate + Nitrite (as N) mg/L	E. Coli cfu/100mL
1: Analysis Start Date	22-Mar-22	22-Mar-22	22-Mar-22	22-Mar-22
2: Analysis Start Time	17:58	17:58	17:58	10:59
3: Analysis Completed Date	25-Mar-22	25-Mar-22	25-Mar-22	24-Mar-22
4: Analysis Completed Time	13:25	13:25	13:25	09:21
5: Well Wel1-Monitoring Well #1 (MW-1)	< 0.03	< 0.06	< 0.06	0
6: Well Wel2-Monitoring Well #2 (MW-2)	< 0.03	8.43	8.43	0
7: Well Wel4-Monitoring Well #4 (MW-4)	< 0.03	8.20	8.20	0
8: Well Wel5-Monitoring Well #5 (MW-5)	< 0.03	0.71	0.71	0
9: Well Wel6-Monitoring Well #6 (MW-6)	< 0.03	0.72	0.72	0
10: Well Wel7-Monitoring Well #7 (MW-7)	< 0.03	< 0.06	< 0.06	0
11: Well Wel8-Monitoring Well #8 (MW-8)	< 0.3	< 0.06	<0.3	0
12: Well Wel9-Monitoring Well #9 (MW-9)	< 0.03	< 0.06	< 0.06	0
13: Well We10-Monitoring Well #10 (MW-10)	< 0.03	< 0.06	< 0.06	0
14: Well We11-Monitoring Well #11 (MW-11)	< 0.03	< 0.06	< 0.06	0
15: Well We12-Monitoring Well #12 (MW-12)	< 0.03	1.52	1.52	0



*Hawley Anderson, Hon.B.Sc
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

08-April-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 31 March 2022

LR Report: CA14628-MAR22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent	Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					30-Mar-22 09:05	30-Mar-22 10:09
Temperature Upon Receipt [°C]	---	---	---	---	9.0	9.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	31-Mar-22	16:56	05-Apr-22	13:11	13	174
Dissolved Oxygen [mg/L]	31-Mar-22	16:17	01-Apr-22	12:56	7.4	---
Total Suspended Solids [mg/L]	01-Apr-22	10:58	04-Apr-22	14:14	30	164
Alkalinity [mg/L as CaCO3]	01-Apr-22	06:27	01-Apr-22	15:52	---	302
pH [No unit]	01-Apr-22	08:09	04-Apr-22	09:31	7.50	7.57
Phosphorus (total) [mg/L]	01-Apr-22	21:13	04-Apr-22	11:18	0.77	3.06
Total Kjeldahl Nitrogen [as N mg/L]	02-Apr-22	07:54	04-Apr-22	09:34	3.1	17.0
Ammonia+Ammonium (N) [as N mg/L]	01-Apr-22	09:15	05-Apr-22	13:01	2.2	14.4
Nitrite (as N) [mg/L]	01-Apr-22	23:23	07-Apr-22	21:31	0.46	---
Nitrate (as N) [mg/L]	01-Apr-22	23:23	07-Apr-22	21:31	10.4	---
Nitrate + Nitrite (as N) [mg/L]	01-Apr-22	23:23	07-Apr-22	21:31	10.9	---
E. Coli [cfu/100mL]	31-Mar-22	16:12	04-Apr-22	08:45	106000	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

22-April-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 13 April 2022

LR Report: CA12624-APR22

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L9V 3K5, Canada

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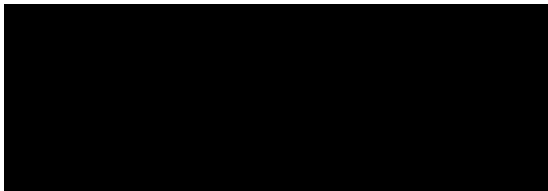
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent (Grab)	Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					13-Apr-22 09:15	13-Apr-22 09:10
Temperature Upon Receipt [°C]	---	---	---	---	12.0	12.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	14-Apr-22	14:15	19-Apr-22	16:09	11	70
Dissolved Oxygen [mg/L]	14-Apr-22	10:00	18-Apr-22	11:31	6.1	---
Total Suspended Solids [mg/L]	20-Apr-22	11:08	22-Apr-22	10:49	18	65
Alkalinity [mg/L as CaCO3]	20-Apr-22	15:11	21-Apr-22	11:51	---	292
pH [No unit]	20-Apr-22	15:11	21-Apr-22	11:51	7.99	7.65
Phosphorus (total) [mg/L]	14-Apr-22	14:02	18-Apr-22	08:37	0.60	1.90
Total Kjeldahl Nitrogen [as N mg/L]	14-Apr-22	15:23	18-Apr-22	13:02	3.0	13.7
Ammonia+Ammonium (N) [as N mg/L]	15-Apr-22	10:00	18-Apr-22	13:22	2.1	10.2
Nitrite (as N) [mg/L]	19-Apr-22	18:20	20-Apr-22	11:31	0.66	---
Nitrate (as N) [mg/L]	19-Apr-22	18:20	20-Apr-22	11:31	9.10	---
Nitrate + Nitrite (as N) [mg/L]	19-Apr-22	18:20	20-Apr-22	11:31	9.76	---
E. Coli [cfu/100mL]	14-Apr-22	10:50	18-Apr-22	09:50	24000	---



*Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

10-May-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 28 April 2022

LR Report: CA15824-APR22

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Shelburne, ON
L9V 3K5, Canada

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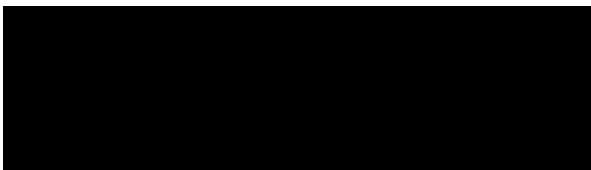
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent	6: Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					27-Apr-22 10:30	27-Apr-22 10:25
Temperature Upon Receipt [°C]	---	---	---	---	6.0	6.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	28-Apr-22	15:35	04-May-22	14:13	14	84
Dissolved Oxygen [mg/L]	28-Apr-22	16:04	29-Apr-22	12:39	9.1	---
Total Suspended Solids [mg/L]	02-May-22	14:38	04-May-22	13:40	23	116
Alkalinity [mg/L as CaCO3]	29-Apr-22	07:32	02-May-22	11:42	---	283
pH [No unit]	28-Apr-22	16:17	02-May-22	11:42	7.56	7.47
Phosphorus (total) [mg/L]	06-May-22	16:38	10-May-22	13:36	0.59	2.91
Total Kjeldahl Nitrogen [as N mg/L]	02-May-22	16:32	03-May-22	14:14	3.6	15.4
Ammonia+Ammonium (N) [as N mg/L]	29-Apr-22	21:21	03-May-22	13:17	3.1	15.9
Nitrite (as N) [mg/L]	02-May-22	18:57	03-May-22	10:36	0.77	---
Nitrate (as N) [mg/L]	30-Apr-22	11:52	03-May-22	10:36	6.28	---
Nitrate + Nitrite (as N) [mg/L]	02-May-22	18:57	03-May-22	10:36	7.05	---
E. Coli [cfu/100mL]	28-Apr-22	17:18	02-May-22	09:12	62000	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

16-June-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 08 June 2022

LR Report: CA14951-JUN22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent	Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					08-Jun-22 12:25	08-Jun-22 12:35
Temperature Upon Receipt [°C]	---	---	---	---	18.0	18.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	09-Jun-22	16:43	14-Jun-22	14:34	27	132
Dissolved Oxygen [mg/L]	09-Jun-22	14:26	10-Jun-22	11:10	4.8	---
Total Suspended Solids [mg/L]	09-Jun-22	12:42	13-Jun-22	11:18	110	148
Alkalinity [mg/L as CaCO3]	10-Jun-22	08:13	13-Jun-22	09:09	---	320
pH [No unit]	09-Jun-22	11:24	13-Jun-22	09:09	7.46	7.79
Phosphorus (total) [mg/L]	13-Jun-22	13:57	15-Jun-22	13:38	2.40	4.02
Total Kjeldahl Nitrogen [as N mg/L]	10-Jun-22	16:14	13-Jun-22	12:27	13.6	38.7
Ammonia+Ammonium (N) [as N mg/L]	10-Jun-22	20:16	14-Jun-22	09:33	7.1	24.1
Nitrite (as N) [mg/L]	15-Jun-22	08:34	16-Jun-22	08:42	0.09	---
Nitrate (as N) [mg/L]	15-Jun-22	08:34	16-Jun-22	08:42	0.08	---
Nitrate + Nitrite (as N) [mg/L]	15-Jun-22	08:34	16-Jun-22	08:42	0.17	---
E. Coli [cfu/100mL]	09-Jun-22	13:03	13-Jun-22	13:25	44000	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2HO
Phone: 705-652-2000 FAX: 705-652-6365

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Phone: 519-925-1938 ext. 225
Fax:

Works #: 1418S
Project : PO#017844

20-June-2022

Date Rec. : 08 June 2022
LR Report: CA14996-JUN22

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CERTIFICATE OF ANALYSIS Final Report

Sample ID	Sample Date & Time	Temperature Upon Receipt °C	Carbonaceous Biochemical Oxygen Demand (CBOD5) mg/L	Total Suspended Solids mg/L	Dissolved Organic Carbon mg/L	Phosphorus (total) mg/L	Total Kjeldahl Nitrogen as N mg/L	Ammonia+Ammonium (N) as N mg/L	Nitrite (as N) mg/L	Nitrate (as N) mg/L	Nitrate + Nitrite (as N) mg/L	E. Coli cfu/100mL
1: Analysis Start Date		---	09-Jun-22	13-Jun-22	10-Jun-22	13-Jun-22	13-Jun-22	10-Jun-22	15-Jun-22	15-Jun-22	15-Jun-22	09-Jun-22
2: Analysis Start Time		---	16:43	14:39	21:49	13:57	16:02	22:25	06:18	06:18	06:18	13:03
3: Analysis Completed Date		---	14-Jun-22	15-Jun-22	13-Jun-22	17-Jun-22	14-Jun-22	13-Jun-22	20-Jun-22	20-Jun-22	20-Jun-22	13-Jun-22
4: Analysis Completed Time		---	14:42	12:59	10:47	11:25	13:01	11:52	09:26	09:26	09:26	13:26
5: Well Wel1-Monitoring Well #1 (MW-1)	08-Jun-22 10:30	10.0	< 4	37	15	0.08	3.3	2.8	< 0.03	< 0.06	< 0.06	< 2
6: Well Wel2-Monitoring Well #2 (MW-2)	08-Jun-22 09:05	10.0	< 4	9	2	< 0.03	< 0.5	< 0.1	< 0.03	4.04	4.04	< 2
7: Well Wel4-Monitoring Well #4 (MW-4)	08-Jun-22 08:56	10.0	< 4	2	< 1	< 0.03	< 0.5	< 0.1	< 0.03	7.64	7.64	< 2
8: Well Wel5-Monitoring Well #5 (MW-5)	08-Jun-22 09:41	10.0	< 4	5	< 1	< 0.03	< 0.5	< 0.1	< 0.03	0.18	0.18	< 2
9: Well Wel6-Monitoring Well #6 (MW-6)	08-Jun-22 09:55	10.0	< 4	< 2	1	< 0.03	< 0.5	< 0.1	< 0.03	0.58	0.58	< 2
10: Well Wel7-Monitoring Well #7 (MW-7)	08-Jun-22 10:05	10.0	< 4	6	2	< 0.03	< 0.5	< 0.1	< 0.03	< 0.06	< 0.06	< 2
11: Well Wel8-Monitoring Well #8 (MW-8)	08-Jun-22 10:20	10.0	< 4	26	5	< 0.03	2.3	2.3	< 0.03	< 0.06	< 0.06	< 2
12: Well Wel9-Monitoring Well #9 (MW-9)	08-Jun-22 09:24	10.0	< 4	18	12	0.13	3.7	3.2	< 0.03	< 0.06	< 0.06	< 2
13: Well We10-Monitoring Well #10 (MW-10)	08-Jun-22 08:43	10.0	< 4	< 2	1	< 0.03	< 0.5	< 0.1	< 0.03	< 0.06	< 0.06	< 2
14: Well We11-Monitoring Well #11 (MW-11)	08-Jun-22 10:51	10.0	< 4	13	4	< 0.03	4.1	4.0	< 0.03	< 0.06	< 0.06	< 2
15: Well We12-Monitoring Well #12 (MW-12)	08-Jun-22 11:05	10.0	< 4	3	< 1	< 0.03	< 0.5	< 0.1	< 0.03	1.14	1.14	8



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Phone: 519-925-1938 ext. 225

Fax:

Works #: 1418S
Project : PO#017844

20-June-2022

Date Rec. : 08 June 2022
LR Report: CA14998-JUN22

Copy: #1

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Hold Hld1-SW1-Upgradi ent Background	6: Hold Hld3-SW3-Within Main Pond	7: Hold Hld4-SW4-Outlet From Main Pond	8: Hold Hld5-SW5-Upgradi ent tributaries at County Rd No. 34	9: Hold Hld6-SW6-Outlet From Property
Sample Date & Time					08-Jun-22 12:03	08-Jun-22 12:14	08-Jun-22 12:26	08-Jun-22 12:34	08-Jun-22 12:39
Temperature Upon Receipt [°C]	---	---	---	---	20.0	20.0	20.0	20.0	20.0
Field pH [no unit]	---	---	---	---	8.0	8.1	7.9	8.1	8.1
Field Temperature [celcius]	---	---	---	---	20.2	23.1	25.1	21.4	24.5
Phosphorus (total) [mg/L]	13-Jun-22	13:57	14-Jun-22	13:27	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Total Kjeldahl Nitrogen [as N mg/L]	13-Jun-22	16:02	16-Jun-22	10:27	0.7	< 0.5	0.8	< 0.5	< 0.5
Ammonia+Ammonium (N) [as N mg/L]	10-Jun-22	22:25	13-Jun-22	11:52	< 0.1	< 0.1	0.3	< 0.1	0.1
Nitrite (as N) [mg/L]	15-Jun-22	21:39	20-Jun-22	14:29	0.04	< 0.03	< 0.03	< 0.03	< 0.03
Nitrate (as N) [mg/L]	15-Jun-22	21:39	20-Jun-22	14:29	0.14	0.12	< 0.06	0.45	< 0.06
Nitrate + Nitrite (as N) [mg/L]	15-Jun-22	21:39	20-Jun-22	14:29	0.18	0.12	< 0.06	0.45	< 0.06
E. Coli [cfu/100mL]	09-Jun-22	13:03	13-Jun-22	13:26	16	48	36	50	28



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

04-July-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 23 June 2022
LR Report: CA13773-JUN22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

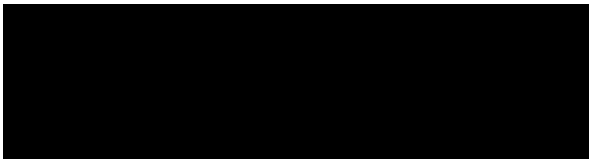
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Phone: 519-925-1938 ext. 225
Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					22-Jun-22 09:58	22-Jun-22 09:56
Temperature Upon Receipt [°C]	---	---	---	---	19.0	19.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	23-Jun-22	17:01	29-Jun-22	13:26	8	80
Dissolved Oxygen [mg/L]	23-Jun-22	15:40	27-Jun-22	14:56	3.9	---
Total Suspended Solids [mg/L]	28-Jun-22	14:39	29-Jun-22	15:43	42	184
Alkalinity [mg/L as CaCO3]	24-Jun-22	08:19	28-Jun-22	08:11	---	272
pH [No unit]	24-Jun-22	08:19	28-Jun-22	08:59	7.64	7.67
Phosphorus (total) [mg/L]	25-Jun-22	14:50	27-Jun-22	12:47	0.79	2.79
Total Kjeldahl Nitrogen [as N mg/L]	25-Jun-22	12:50	27-Jun-22	13:24	3.6	21.2
Ammonia+Ammonium (N) [as N mg/L]	27-Jun-22	09:24	28-Jun-22	08:47	1.8	13.6
Nitrite (as N) [mg/L]	28-Jun-22	12:28	04-Jul-22	15:30	0.58	---
Nitrate (as N) [mg/L]	28-Jun-22	12:28	04-Jul-22	15:30	5.29	---
Nitrate + Nitrite (as N) [mg/L]	28-Jun-22	12:28	04-Jul-22	15:30	5.87	---
E. Coli [cfu/100mL]	23-Jun-22	15:49	27-Jun-22	10:05	28000	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

26-May-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 12 May 2022

LR Report: CA13431-MAY22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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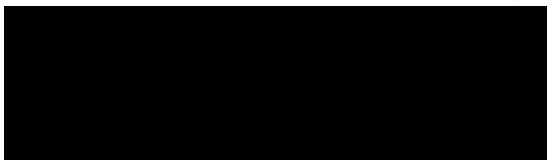
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent	6: Raw Raw-Primary Clairfier
Sample Date & Time					11-May-22 09:15	11-May-22 09:12
Temperature Upon Receipt [°C]	---	---	---	---	13.0	13.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	13-May-22	16:06	18-May-22	14:34	6	96
Dissolved Oxygen [mg/L]	13-May-22	10:31	13-May-22	12:21	6.1	---
Total Suspended Solids [mg/L]	16-May-22	08:16	17-May-22	14:42	13	73
Alkalinity [mg/L as CaCO3]	13-May-22	13:18	17-May-22	10:56	---	264
pH [No unit]	13-May-22	13:18	17-May-22	10:56	8.17	7.28
Phosphorus (total) [mg/L]	16-May-22	08:15	18-May-22	11:13	0.33	1.76
Total Kjeldahl Nitrogen [as N mg/L]	17-May-22	11:09	19-May-22	13:33	3.8	13.5
Ammonia+Ammonium (N) [as N mg/L]	16-May-22	21:20	17-May-22	13:49	2.2	11.6
Nitrite (as N) [mg/L]	18-May-22	15:47	26-May-22	14:38	1.05	---
Nitrate (as N) [mg/L]	18-May-22	15:47	26-May-22	14:38	6.37	---
Nitrate + Nitrite (as N) [mg/L]	18-May-22	15:47	26-May-22	14:38	7.42	---
E. Coli [cfu/100mL]	12-May-22	16:44	16-May-22	09:57	42000	---



*Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

03-June-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 26 May 2022

LR Report: CA15531-MAY22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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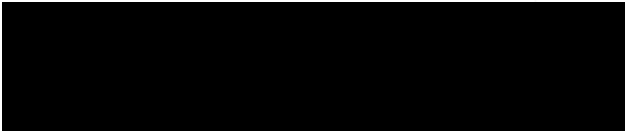
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent	6: Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					25-May-22 12:25	25-May-22 12:40
Temperature Upon Receipt [°C]	---	---	---	---	11.0	11.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	26-May-22	13:06	01-Jun-22	15:19	8	91
Dissolved Oxygen [mg/L]	26-May-22	17:48	27-May-22	13:06	8.7	---
Total Suspended Solids [mg/L]	28-May-22	11:18	30-May-22	16:10	11	72
Alkalinity [mg/L as CaCO3]	27-May-22	06:32	30-May-22	08:10	---	323
pH [No unit]	27-May-22	10:49	30-May-22	10:12	7.71	7.41
Phosphorus (total) [mg/L]	31-May-22	16:16	01-Jun-22	13:09	0.50	2.67
Total Kjeldahl Nitrogen [as N mg/L]	31-May-22	16:04	01-Jun-22	14:28	6.2	30.2
Ammonia+Ammonium (N) [as N mg/L]	01-Jun-22	08:00	03-Jun-22	12:54	2.6	20.8
Nitrite (as N) [mg/L]	31-May-22	10:36	02-Jun-22	09:50	0.60	---
Nitrate (as N) [mg/L]	31-May-22	10:36	02-Jun-22	09:50	3.96	---
Nitrate + Nitrite (as N) [mg/L]	31-May-22	10:36	02-Jun-22	09:50	4.56	---
E. Coli [cfu/100mL]	26-May-22	16:55	30-May-22	13:43	7300	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

11-August-2022

Date Rec. : 04 August 2022
LR Report: CA12158-AUG22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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CERTIFICATE OF ANALYSIS

Final Report - Revised

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Eff Eff-Final Effluent (Grab) - Bacti	7: Raw Raw-Primary Clarifier (Grab)
Sample Date & Time					03-Aug-22 10:30	03-Aug-22 10:30	03-Aug-22 10:28
Temperature Upon Receipt [°C]	---	---	---	---	18.0	18.0	18.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	05-Aug-22	17:24	10-Aug-22	14:21	< 4	---	32
Dissolved Oxygen [mg/L]	05-Aug-22	10:42	05-Aug-22	10:50	5.4	---	---
Total Suspended Solids [mg/L]	08-Aug-22	15:01	09-Aug-22	13:51	31	---	56
Alkalinity [mg/L as CaCO3]	05-Aug-22	07:03	05-Aug-22	13:32	---	---	280
pH [No unit]	05-Aug-22	11:04	05-Aug-22	15:20	7.61	---	7.47
Phosphorus (total) [mg/L]	05-Aug-22	15:24	08-Aug-22	10:53	0.86	---	1.43
Total Kjeldahl Nitrogen [as N mg/L]	05-Aug-22	15:08	08-Aug-22	15:41	4.0	---	24.6
Ammonia+Ammonium (N) [as N mg/L]	05-Aug-22	21:49	11-Aug-22	10:32	1.1	---	16.4
Nitrite (as N) [mg/L]	06-Aug-22	17:15	10-Aug-22	16:33	1.01	---	---
Nitrate (as N) [mg/L]	06-Aug-22	17:15	10-Aug-22	16:33	5.89	---	---
Nitrate + Nitrite (as N) [mg/L]	06-Aug-22	17:15	10-Aug-22	16:33	6.90	---	---
E. Coli [cfu/100mL]	04-Aug-22	16:39	05-Aug-22	16:15	---	6600	---

*Report Revised - Sample IDs corrected as per chain of custody.



SGS Canada Inc.
 P.O. Box 4300 - 185 Concession St.
 Lakefield - Ontario - KOL 2H0
 Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

30-August-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 18 August 2022
LR Report: CA12682-AUG22

136 Main St., E.
 Shelburne, ON
 L9V 3K5, Canada

Copy: #3

Phone: 519-925-1938 ext. 225
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					17-Aug-22 14:10	17-Aug-22 14:15
Temperature Upon Receipt [°C]	---	---	---	---	18.0	18.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	18-Aug-22	16:53	23-Aug-22	13:36	7	18
Dissolved Oxygen [mg/L]	18-Aug-22	15:04	19-Aug-22	10:54	7.0	---
Total Suspended Solids [mg/L]	22-Aug-22	11:29	24-Aug-22	13:30	23	61
Alkalinity [mg/L as CaCO3]	18-Aug-22	15:51	19-Aug-22	15:25	---	284
pH [No unit]	18-Aug-22	15:51	19-Aug-22	15:25	8.04	8.02
Phosphorus (total) [mg/L]	18-Aug-22	15:20	25-Aug-22	14:44	0.50	1.30
Total Kjeldahl Nitrogen [as N mg/L]	18-Aug-22	16:40	19-Aug-22	17:16	2.2	37.8
Ammonia+Ammonium (N) [as N mg/L]	20-Aug-22	07:54	22-Aug-22	12:48	0.7	---
Nitrite (as N) [mg/L]	22-Aug-22	15:35	30-Aug-22	12:32	0.69	---
Nitrate (as N) [mg/L]	22-Aug-22	15:35	30-Aug-22	12:32	10.7	---
Nitrate + Nitrite (as N) [mg/L]	22-Aug-22	15:35	30-Aug-22	12:32	11.4	---
E. Coli [cfu/100mL]	18-Aug-22	13:00	22-Aug-22	14:26	52000	---



*Hawley Anderson, Hon.B.Sc
 Project Specialist,
 Environment, Health & Safety*



SGS Canada Inc.
 P.O. Box 4300 - 185 Concession St.
 Lakefield - Ontario - KOL 2H0
 Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

13-September-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 01 September 2022
LR Report: CA13034-SEP22

136 Main St., E.
 Shelburne, ON
 L9V 3K5, Canada

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Phone: 519-925-1938 ext. 225
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					31-Aug-22 09:50	31-Aug-22 09:47
Temperature Upon Receipt [°C]	---	---	---	---	16.0	16.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	02-Sep-22	14:49	07-Sep-22	15:25	7	39
Dissolved Oxygen [mg/L]	01-Sep-22	16:02	07-Sep-22	09:48	5.7	---
Total Suspended Solids [mg/L]	02-Sep-22	11:41	07-Sep-22	12:23	31	83
Alkalinity [mg/L as CaCO3]	02-Sep-22	07:49	02-Sep-22	13:54	---	283
pH [No unit]	06-Sep-22	12:58	06-Sep-22	13:51	7.70	7.36
Phosphorus (total) [mg/L]	01-Sep-22	17:53	06-Sep-22	10:36	0.54	1.66
Total Kjeldahl Nitrogen [as N mg/L]	01-Sep-22	18:35	02-Sep-22	14:13	3.0	14.1
Ammonia+Ammonium (N) [as N mg/L]	01-Sep-22	21:07	02-Sep-22	08:48	0.9	---
Nitrite (as N) [mg/L]	05-Sep-22	19:26	13-Sep-22	14:47	1.09	---
Nitrate (as N) [mg/L]	05-Sep-22	19:26	13-Sep-22	14:47	6.36	---
Nitrate + Nitrite (as N) [mg/L]	05-Sep-22	19:26	13-Sep-22	14:47	7.46	---
E. Coli [cfu/100mL]	01-Sep-22	17:29	06-Sep-22	10:42	74000	---



*Carrie Greenlaw
 Project Specialist,
 Environment, Health & Safety*



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

14-July-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 07 July 2022
LR Report: CA13304-JUL22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

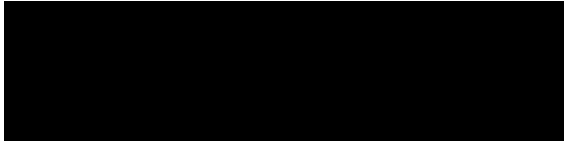
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Clairfier Raw Sewage (Grab)
Sample Date & Time					06-Jul-22 09:53	06-Jul-22 09:50
Temperature Upon Receipt [°C]	---	---	---	---	18.0	18.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	08-Jul-22	17:07	13-Jul-22	14:55	7	61
Dissolved Oxygen [mg/L]	07-Jul-22	09:53	12-Jul-22	13:23	6.2	---
Total Suspended Solids [mg/L]	11-Jul-22	10:18	12-Jul-22	16:18	33	66
Alkalinity [mg/L as CaCO3]	08-Jul-22	08:06	12-Jul-22	09:56	---	276
pH [No unit]	08-Jul-22	08:06	12-Jul-22	10:27	7.53	7.51
Phosphorus (total) [mg/L]	08-Jul-22	15:48	11-Jul-22	15:35	0.40	1.26
Total Kjeldahl Nitrogen [as N mg/L]	08-Jul-22	15:05	12-Jul-22	13:59	2.4	15.9
Ammonia+Ammonium (N) [as N mg/L]	08-Jul-22	21:29	12-Jul-22	09:39	2.8	15.2
Nitrite (as N) [mg/L]	08-Jul-22	16:51	14-Jul-22	15:31	0.30	---
Nitrate (as N) [mg/L]	08-Jul-22	16:51	14-Jul-22	15:31	5.90	---
Nitrate + Nitrite (as N) [mg/L]	08-Jul-22	16:51	14-Jul-22	15:31	6.20	---
E. Coli [cfu/100mL]	07-Jul-22	17:51	11-Jul-22	08:18	8300	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

29-July-2022

Date Rec. : 21 July 2022
LR Report: CA12547-JUL22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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Phone: 519-925-1938 ext. 225
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Eff Eff-Final Effluent (Grab) Bacti	7: Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					20-Jul-22 10:38	20-Jul-22 10:38	20-Jul-22 10:35
Temperature Upon Receipt [°C]	---	---	---	---	19.0	19.0	19.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	21-Jul-22	17:49	27-Jul-22	15:44	5	---	20
Dissolved Oxygen [mg/L]	21-Jul-22	15:59	22-Jul-22	12:41	8.2	---	---
Total Suspended Solids [mg/L]	25-Jul-22	11:12	26-Jul-22	15:29	35	---	49
Alkalinity [mg/L as CaCO3]	25-Jul-22	08:04	26-Jul-22	09:46	---	---	276
pH [No unit]	22-Jul-22	08:31	28-Jul-22	10:50	7.44	---	7.56
Phosphorus (total) [mg/L]	21-Jul-22	15:03	22-Jul-22	12:31	0.76	---	1.29
Total Kjeldahl Nitrogen [as N mg/L]	21-Jul-22	16:47	22-Jul-22	14:32	5.6	---	17.4
Ammonia+Ammonium (N) [as N mg/L]	21-Jul-22	22:19	25-Jul-22	12:31	2.0	---	12.4
Nitrite (as N) [mg/L]	22-Jul-22	20:16	29-Jul-22	11:46	2.03	---	---
Nitrate (as N) [mg/L]	22-Jul-22	20:16	29-Jul-22	11:46	3.92	---	---
Nitrate + Nitrite (as N) [mg/L]	22-Jul-22	20:16	29-Jul-22	11:46	5.95	---	---
E. Coli [cfu/100mL]	21-Jul-22	17:27	25-Jul-22	11:58	---	2900	---



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

21-September-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 15 September 2022

LR Report: CA12591-SEP22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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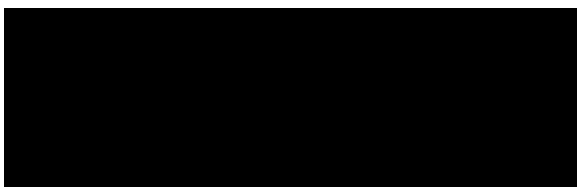
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent	6: Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					14-Sep-22 09:20	14-Sep-22 09:15
Temperature Upon Receipt [°C]	---	---	---	---	15.0	15.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	15-Sep-22	17:32	20-Sep-22	15:11	8	33
Dissolved Oxygen [mg/L]	15-Sep-22	16:31	20-Sep-22	11:14	5.4	---
Total Suspended Solids [mg/L]	17-Sep-22	08:28	20-Sep-22	09:38	22	66
Alkalinity [mg/L as CaCO3]	16-Sep-22	08:30	16-Sep-22	15:16	---	260
pH [No unit]	16-Sep-22	08:30	19-Sep-22	10:45	7.55	7.65
Phosphorus (total) [mg/L]	20-Sep-22	15:25	21-Sep-22	13:27	0.35	1.92
Total Kjeldahl Nitrogen [as N mg/L]	17-Sep-22	14:17	19-Sep-22	15:54	2.3	14.1
Ammonia+Ammonium (N) [as N mg/L]	19-Sep-22	18:19	21-Sep-22	14:37	0.8	---
Nitrite (as N) [mg/L]	16-Sep-22	12:39	20-Sep-22	12:18	1.97	---
Nitrate (as N) [mg/L]	16-Sep-22	12:39	20-Sep-22	12:18	8.62	---
Nitrate + Nitrite (as N) [mg/L]	16-Sep-22	12:39	20-Sep-22	12:18	10.6	---
E. Coli [cfu/100mL]	15-Sep-22	17:08	19-Sep-22	10:28	4600	---



*Hawley Anderson, Hon.B.Sc
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

21-September-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 15 September 2022

LR Report: CA12594-SEP22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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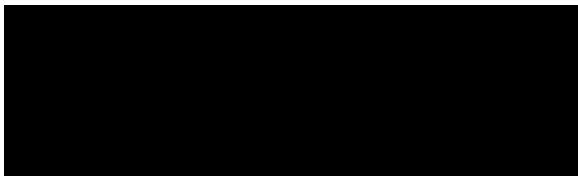
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Well We11-Monitoring Well #11 (MW-11)	Well We12-Monitoring Well #12 (MW-12)
Sample Date & Time					14-Sep-22 12:31	14-Sep-22 12:23
Temperature Upon Receipt [°C]	---	---	---	---	15.0	15.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	15-Sep-22	17:32	20-Sep-22	15:11	< 4	< 4
Total Suspended Solids [mg/L]	17-Sep-22	09:51	19-Sep-22	14:36	12	32
Dissolved Organic Carbon [mg/L]	16-Sep-22	11:14	19-Sep-22	08:39	5	1
Phosphorus (total) [mg/L]	20-Sep-22	15:25	21-Sep-22	13:28	< 0.03	< 0.03
Total Kjeldahl Nitrogen [as N mg/L]	17-Sep-22	14:17	19-Sep-22	15:54	3.0	< 0.5
Ammonia+Ammonium (N) [as N mg/L]	19-Sep-22	18:19	21-Sep-22	14:37	2.7	< 0.1
Nitrite (as N) [mg/L]	16-Sep-22	12:39	20-Sep-22	12:19	1.28	< 0.03
Nitrate (as N) [mg/L]	16-Sep-22	12:39	20-Sep-22	12:19	< 0.06	0.52
Nitrate + Nitrite (as N) [mg/L]	16-Sep-22	12:39	20-Sep-22	12:19	1.28	0.52
E. Coli [cfu/100mL]	15-Sep-22	17:03	19-Sep-22	10:18	< 2	< 2



*Hawley Anderson, Hon.B.Sc
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2HO
Phone: 705-652-2000 FAX: 705-652-6365

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Phone: 519-925-1938 ext. 225

Fax:

Works #: 1418S
Project : PO#017844

28-September-2022

Date Rec. : 15 September 2022
LR Report: CA12628-SEP22

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CERTIFICATE OF ANALYSIS Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Hold Hld1-SW1-Upgradient Background	6: Hold Hld3-SW3-Within Main Pond	7: Hold Hld4-SW4-Outlet From Main Pond	8: Hold Hld5-SW5-Upgradient Tributaries at County Rd No. 34	9: Hold Hld6-SW6-Outlet From Property
Sample Date & Time					14-Sep-22 12:49	14-Sep-22 13:00	14-Sep-22 13:06	14-Sep-22 13:13	14-Sep-22 13:10
Temperature Upon Receipt [°C]	---	---	---	---	15.0	15.0	15.0	15.0	15.0
Phosphorus (total) [mg/L]	20-Sep-22	15:25	22-Sep-22	13:01	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Total Kjeldahl Nitrogen [as N mg/L]	20-Sep-22	16:54	20-Sep-22	12:56	0.5	< 0.5	< 0.5	< 0.5	< 0.5
Ammonia+Ammonium (N) [as N mg/L]	19-Sep-22	18:19	20-Sep-22	08:47	< 0.1	< 0.1	< 0.1	< 0.1	< 0.1
Nitrite (as N) [mg/L]	16-Sep-22	20:48	28-Sep-22	14:58	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Nitrate (as N) [mg/L]	16-Sep-22	20:48	28-Sep-22	14:58	0.08	< 0.06	< 0.06	0.57	< 0.06
Nitrate + Nitrite (as N) [mg/L]	16-Sep-22	20:48	28-Sep-22	14:58	0.08	< 0.06	< 0.06	0.57	< 0.06
E. Coli [cfu/100mL]	15-Sep-22	17:03	19-Sep-22	10:21	800	640	92	76	104
Field pH [no unit]	---	---	---	---	8.1	8.0	8.0	8.0	8.0
Field Temperature [celcius]	---	---	---	---	21.3	23.3	23.8	24.5	24.7



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2HO
Phone: 705-652-2000 FAX: 705-652-6365

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Phone: 519-925-1938 ext. 225
Fax:

Works #: 1418S
Project : PO#017844

28-September-2022

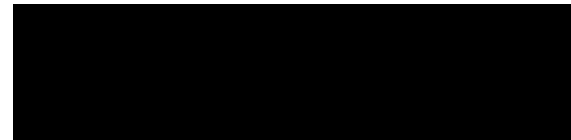
Date Rec. : 15 September 2022
LR Report: CA13539-SEP22

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CERTIFICATE OF ANALYSIS Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Well Well1-Monitoring Well #1 (MW-1)	6: Well Well2-Monitoring Well #2 (MW-2)	7: Well Well4-Monitoring Well #4 (MW-4)
Sample Date & Time					14-Sep-22 11:55	14-Sep-22 11:04	14-Sep-22 10:50
Temperature Upon Receipt [°C]	---	---	---	---	15.0	15.0	15.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	15-Sep-22	17:32	21-Sep-22	16:26	< 4	< 4	< 4
Total Suspended Solids [mg/L]	17-Sep-22	08:28	19-Sep-22	14:37	89	12	7
Dissolved Organic Carbon [mg/L]	16-Sep-22	11:14	19-Sep-22	08:40	16	2	1
Phosphorus (total) [mg/L]	20-Sep-22	15:25	21-Sep-22	13:37	0.09	< 0.03	< 0.03
Total Kjeldahl Nitrogen [as N mg/L]	17-Sep-22	14:17	19-Sep-22	15:56	1.8	< 0.5	< 0.5
Ammonia+Ammonium (N) [as N mg/L]	19-Sep-22	18:19	20-Sep-22	08:50	1.3	< 0.1	< 0.1
Nitrite (as N) [mg/L]	16-Sep-22	16:22	27-Sep-22	22:11	< 0.03	< 0.03	< 0.03
Nitrate (as N) [mg/L]	16-Sep-22	16:22	27-Sep-22	22:11	< 0.06	2.04	5.28
Nitrate + Nitrite (as N) [mg/L]	16-Sep-22	16:22	27-Sep-22	22:11	< 0.06	2.04	5.28
E. Coli [cfu/100mL]	15-Sep-22	17:30	19-Sep-22	10:49	< 2	0	< 2

Analysis	8:	9:	10:	11:	12:	13:
	Well Wel5-Monitoring Well #5 (MW-5)	Well Wel6-Monitoring Well #6 (MW-6)	Well Wel7-Monitoring Well #7 (MW-7)	Well Wel8-Monitoring Well #8 (MW-8)	Well Wel9-Monitoring Well #9 (MW-9)	Well We10-Monitoring Well #10 (MW-10)
Sample Date & Time	14-Sep-22 11:19	14-Sep-22 11:29	14-Sep-22 11:38	14-Sep-22 11:47	14-Sep-22 12:11	14-Sep-22 10:28
Temperature Upon Receipt [°C]	15.0	15.0	15.0	15.0	15.0	15.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	< 4	< 4	< 4	< 4	< 4	< 4
Total Suspended Solids [mg/L]	8	2	3	2	23	< 2
Dissolved Organic Carbon [mg/L]	1	2	2	6	10	< 1
Phosphorus (total) [mg/L]	< 0.03	< 0.03	< 0.03	0.03	0.16	< 0.03
Total Kjeldahl Nitrogen [as N mg/L]	< 0.5	< 0.5	< 0.5	2.1	3.8	< 0.5
Ammonia+Ammonium (N) [as N mg/L]	0.1	< 0.1	< 0.1	1.9	3.2	< 0.1
Nitrite (as N) [mg/L]	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Nitrate (as N) [mg/L]	0.44	0.77	< 0.06	< 0.06	< 0.06	< 0.06
Nitrate + Nitrite (as N) [mg/L]	0.44	0.77	< 0.06	< 0.06	< 0.06	< 0.06
E. Coli [cfu/100mL]	< 2	< 2	< 2	< 2	< 2	< 2



*Hawley Anderson, Hon.B.Sc
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

06-October-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 29 September 2022

LR Report: CA15535-SEP22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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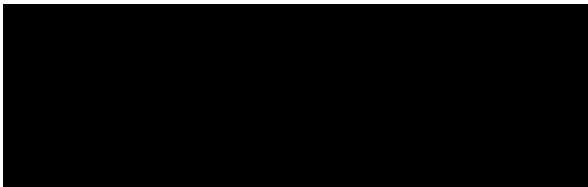
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					28-Sep-22 10:25	28-Sep-22 10:21
Temperature Upon Receipt [°C]	---	---	---	---	10.0	10.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	30-Sep-22	16:12	05-Oct-22	13:33	4	20
Dissolved Oxygen [mg/L]	30-Sep-22	09:44	05-Oct-22	19:29	8.3	---
Total Suspended Solids [mg/L]	03-Oct-22	08:21	06-Oct-22	07:48	19	80
Alkalinity [mg/L as CaCO3]	01-Oct-22	10:53	04-Oct-22	11:56	---	269
pH [No unit]	01-Oct-22	10:53	04-Oct-22	11:57	7.97	7.08
Phosphorus (total) [mg/L]	30-Sep-22	17:27	05-Oct-22	10:40	0.36	---
Total Kjeldahl Nitrogen [as N mg/L]	30-Sep-22	16:25	03-Oct-22	14:02	3.0	---
Phosphorus (total) [mg/L]	03-Oct-22	19:02	05-Oct-22	10:18	---	2.0
Total Kjeldahl Nitrogen [as N mg/L]	03-Oct-22	19:02	05-Oct-22	10:18	---	14.2
Ammonia+Ammonium (N) [as N mg/L]	01-Oct-22	21:52	04-Oct-22	12:47	0.7	---
Nitrite (as N) [mg/L]	05-Oct-22	09:58	06-Oct-22	12:54	1.66	---
Nitrate (as N) [mg/L]	05-Oct-22	09:58	06-Oct-22	12:54	7.48	---
Nitrate + Nitrite (as N) [mg/L]	05-Oct-22	09:58	06-Oct-22	12:54	9.14	---
E. Coli [cfu/100mL]	29-Sep-22	16:15	03-Oct-22	13:31	6600	---



Carrie Greenlaw
**Project Specialist,
Environment, Health & Safety**



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

31-October-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 13 October 2022

LR Report: CA13509-OCT22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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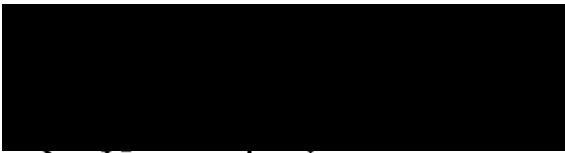
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent (Grab)	6: Raw Raw-Primary Raw (Grab)
Sample Date & Time					12-Oct-22 10:35	12-Oct-22 10:40
Temperature Upon Receipt [°C]	---	---	---	---	15.0	15.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	13-Oct-22	16:39	19-Oct-22	16:03	10	46
Dissolved Oxygen [mg/L]	13-Oct-22	16:09	18-Oct-22	11:05	6.0	---
Total Suspended Solids [mg/L]	15-Oct-22	13:04	17-Oct-22	16:09	23	82
Alkalinity [mg/L as CaCO3]	14-Oct-22	06:29	14-Oct-22	15:11	---	270
pH [No unit]	14-Oct-22	06:29	19-Oct-22	11:31	8.12	7.56
Phosphorus (total) [mg/L]	17-Oct-22	16:50	18-Oct-22	15:09	0.41	2.01
Total Kjeldahl Nitrogen [as N mg/L]	17-Oct-22	15:32	18-Oct-22	11:15	2.3	12.1
Ammonia+Ammonium (N) [as N mg/L]	17-Oct-22	22:27	18-Oct-22	10:32	0.7	10.8
Nitrite (as N) [mg/L]	18-Oct-22	21:49	31-Oct-22	08:53	1.27	---
Nitrate (as N) [mg/L]	18-Oct-22	21:49	31-Oct-22	08:53	6.71	---
Nitrate + Nitrite (as N) [mg/L]	18-Oct-22	21:49	31-Oct-22	08:53	7.98	---
E. Coli [cfu/100mL]	13-Oct-22	17:00	17-Oct-22	13:26	3600	---



*Carrie Greenlaw
Project Specialist,
Environment, Health & Safety*



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

07-November-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 27 October 2022

LR Report: CA15821-OCT22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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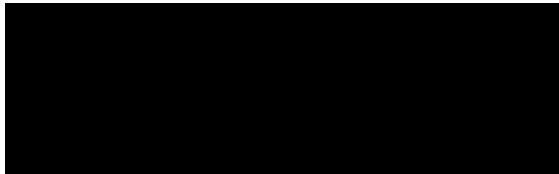
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent	Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					26-Oct-22 14:45	26-Oct-22 14:50
Temperature Upon Receipt [°C]	---	---	---	---	10.0	10.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	27-Oct-22	16:50	01-Nov-22	15:35	8	54
Dissolved Oxygen [mg/L]	27-Oct-22	17:42	31-Oct-22	11:29	7.8	---
Total Suspended Solids [mg/L]	01-Nov-22	17:15	03-Nov-22	13:57	76	98
Alkalinity [mg/L as CaCO3]	28-Oct-22	09:48	31-Oct-22	10:43	---	303
pH [No unit]	28-Oct-22	11:43	31-Oct-22	10:42	7.90	7.91
Phosphorus (total) [mg/L]	01-Nov-22	11:23	02-Nov-22	14:35	0.65	---
Total Kjeldahl Nitrogen [as N mg/L]	31-Oct-22	17:35	01-Nov-22	14:55	3.2	---
Phosphorus (total) [mg/L]	28-Oct-22	07:31	04-Nov-22	13:34	---	3.9
Total Kjeldahl Nitrogen [as N mg/L]	28-Oct-22	07:31	02-Nov-22	12:03	---	28.6
Ammonia+Ammonium (N) [as N mg/L]	03-Nov-22	08:50	07-Nov-22	13:31	1.2	17.2
Nitrite (as N) [mg/L]	29-Oct-22	00:25	02-Nov-22	14:34	0.41	---
Nitrate (as N) [mg/L]	29-Oct-22	00:25	02-Nov-22	14:34	7.93	---
Nitrate + Nitrite (as N) [mg/L]	29-Oct-22	00:25	02-Nov-22	14:34	8.33	---
E. Coli [cfu/100mL]	27-Oct-22	15:43	31-Oct-22	09:03	5100	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

22-November-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 10 November 2022

LR Report: CA13441-NOV22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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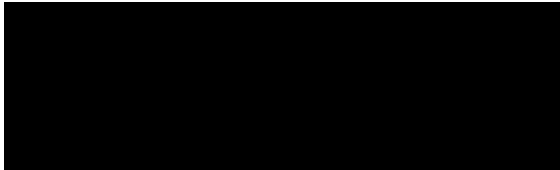
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent	Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					09-Nov-22 13:05	09-Nov-22 13:10
Temperature Upon Receipt [°C]	---	---	---	---	9.0	9.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	10-Nov-22	17:33	15-Nov-22	16:27	12	104
Dissolved Oxygen [mg/L]	10-Nov-22	15:45	11-Nov-22	11:18	7.5	---
Total Suspended Solids [mg/L]	15-Nov-22	13:01	16-Nov-22	11:29	25	102
Alkalinity [mg/L as CaCO3]	11-Nov-22	06:33	15-Nov-22	11:26	208	296
pH [No unit]	11-Nov-22	06:33	15-Nov-22	11:31	7.86	7.54
Phosphorus (total) [mg/L]	12-Nov-22	12:55	14-Nov-22	14:48	1.08	---
Total Kjeldahl Nitrogen [as N mg/L]	12-Nov-22	12:33	14-Nov-22	13:56	3.4	---
Phosphorus (total) [mg/L]	11-Nov-22	11:20	16-Nov-22	13:19	---	4.3
Total Kjeldahl Nitrogen [as N mg/L]	11-Nov-22	11:20	15-Nov-22	12:51	---	27.7
Ammonia+Ammonium (N) [as N mg/L]	12-Nov-22	13:41	14-Nov-22	11:28	1.4	16.1
Nitrite (as N) [mg/L]	16-Nov-22	22:34	21-Nov-22	16:45	0.70	---
Nitrate (as N) [mg/L]	16-Nov-22	22:34	21-Nov-22	16:45	8.25	---
Nitrate + Nitrite (as N) [mg/L]	16-Nov-22	22:34	21-Nov-22	16:45	8.95	---
E. Coli [cfu/100mL]	10-Nov-22	16:41	14-Nov-22	12:36	66000	---



Carrie Greenhaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

01-December-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 24 November 2022

LR Report: CA12978-NOV22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

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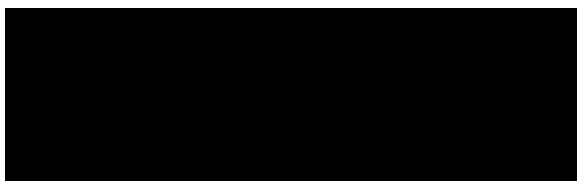
Phone: 519-925-1938 ext. 225

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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Eff Eff-Final Effluent	6: Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					23-Nov-22 09:00	23-Nov-22 09:05
Temperature Upon Receipt [°C]	---	---	---	---	11.0	11.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	24-Nov-22	17:04	29-Nov-22	13:17	10	38
Dissolved Oxygen [mg/L]	24-Nov-22	14:38	25-Nov-22	11:51	7.9	---
Total Suspended Solids [mg/L]	25-Nov-22	11:11	29-Nov-22	11:59	24	83
Alkalinity [mg/L as CaCO3]	24-Nov-22	15:30	25-Nov-22	13:14	---	236
pH [No unit]	24-Nov-22	15:30	25-Nov-22	13:14	7.67	7.50
Phosphorus (total) [mg/L]	24-Nov-22	15:40	29-Nov-22	10:05	0.70	2.22
Total Kjeldahl Nitrogen [as N mg/L]	24-Nov-22	17:09	25-Nov-22	12:52	2.4	8.6
Ammonia+Ammonium (N) [as N mg/L]	28-Nov-22	10:34	29-Nov-22	14:16	1.6	6.0
Nitrite (as N) [mg/L]	28-Nov-22	10:15	01-Dec-22	08:59	0.67	---
Nitrate (as N) [mg/L]	28-Nov-22	10:15	01-Dec-22	08:59	11.9	---
Nitrate + Nitrite (as N) [mg/L]	28-Nov-22	10:15	01-Dec-22	08:59	12.6	---
E. Coli [cfu/100mL]	24-Nov-22	17:26	28-Nov-22	08:36	62000	---



Carrie Greenlaw
Project Specialist,
Environment, Health & Safety



SGS Canada Inc.
P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

20-December-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 08 December 2022
LR Report: CA12312-DEC22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

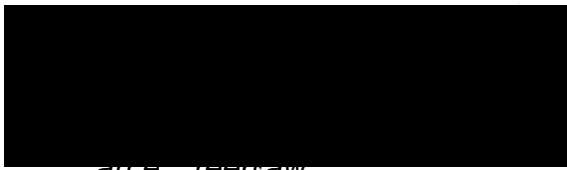
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Phone: 519-925-1938 ext. 225
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CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent	Raw Raw-Primary Clairfier Raw Sewage
Sample Date & Time					07-Dec-22 09:48	07-Dec-22 09:52
Temperature Upon Receipt [°C]	---	---	---	---	9.0	9.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	09-Dec-22	16:13	14-Dec-22	14:27	10	51
Dissolved Oxygen [mg/L]	09-Dec-22	12:36	12-Dec-22	10:59	8.0	---
Total Suspended Solids [mg/L]	13-Dec-22	08:14	14-Dec-22	11:45	24	94
Alkalinity [mg/L as CaCO3]	09-Dec-22	07:06	12-Dec-22	11:56	---	230
pH [No unit]	09-Dec-22	07:06	12-Dec-22	11:56	7.67	7.44
Phosphorus (total) [mg/L]	08-Dec-22	16:57	13-Dec-22	11:41	0.78	2.24
Total Kjeldahl Nitrogen [as N mg/L]	09-Dec-22	16:04	13-Dec-22	11:30	2.8	12.0
Ammonia+Ammonium (N) [as N mg/L]	09-Dec-22	19:19	12-Dec-22	12:01	1.2	8.5
Nitrite (as N) [mg/L]	13-Dec-22	09:38	20-Dec-22	10:56	0.82	---
Nitrate (as N) [mg/L]	13-Dec-22	09:38	20-Dec-22	10:56	18.6	---
Nitrate + Nitrite (as N) [mg/L]	13-Dec-22	09:38	20-Dec-22	10:56	19.4	---
E. Coli [cfu/100mL]	08-Dec-22	15:37	09-Dec-22	15:36	15600	---



*Project Specialist,
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P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - K0L 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

20-December-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 08 December 2022
LR Report: CA12346-DEC22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

Phone: 519-925-1938 ext. 225
Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1: Analysis Start Date	2: Analysis Start Time	3: Analysis Completed Date	4: Analysis Completed Time	5: Hold Hld1-SW1-Upgrad ent background	6: Hold Hld3-SW3-Within main pond	7: Hold Hld4-SW4-Outlet from main pond	8: Hold Hld5-SW5-Upgrad ent Tributaries at County Rd No. 34	9: Hold Hld6-SW6-Outlet from property
Sample Date & Time					07-Dec-22 12:04	07-Dec-22 12:16	07-Dec-22 12:21	07-Dec-22 12:25	07-Dec-22 12:28
Temperature Upon Receipt [°C]	---	---	---	---	9.0	9.0	9.0	9.0	9.0
Phosphorus (total) [mg/L]	08-Dec-22	16:57	09-Dec-22	11:35	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Total Kjeldahl Nitrogen [as N mg/L]	09-Dec-22	16:04	12-Dec-22	13:24	< 0.5	< 0.5	0.5	< 0.5	< 0.5
Ammonia+Ammonium (N) [as N mg/L]	09-Dec-22	19:19	15-Dec-22	13:21	< 0.1	0.2	0.3	0.1	< 0.1
Nitrite (as N) [mg/L]	12-Dec-22	16:59	20-Dec-22	10:56	< 0.03	< 0.03	< 0.03	< 0.03	< 0.03
Nitrate (as N) [mg/L]	12-Dec-22	16:59	20-Dec-22	10:56	< 0.06	0.11	< 0.06	< 0.06	0.62
Nitrate + Nitrite (as N) [mg/L]	12-Dec-22	16:59	20-Dec-22	10:56	< 0.06	0.11	< 0.06	< 0.06	0.62
E. Coli [cfu/100mL]	08-Dec-22	16:31	12-Dec-22	09:01	2220	34	6	8	4

*E. Coli was processed from a unsterilized container as per client's request.



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2HO
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S
Project : PO#017844

20-December-2022

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 08 December 2022
LR Report: CA13296-DEC22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

Phone: 519-925-1938 ext. 225
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CERTIFICATE OF ANALYSIS Final Report

Sample ID	Sample Date & Time	Temperature Upon Receipt °C	Carbonaceous Biochemical Oxygen Demand (CBOD5) mg/L	Total Suspended Solids mg/L	Dissolved Organic Carbon mg/L	Phosphorus (total) mg/L	Total Kjeldahl Nitrogen as N mg/L	Ammonia+Ammonium (N) as N mg/L	Nitrite (as N) mg/L	Nitrate (as N) mg/L	Nitrate + Nitrite (as N) mg/L	E. Coli cfu/100mL
1: Analysis Start Date		---	08-Dec-22	10-Dec-22	09-Dec-22	09-Dec-22	12-Dec-22	09-Dec-22	13-Dec-22	13-Dec-22	13-Dec-22	08-Dec-22
2: Analysis Start Time		---	17:34	10:40	01:37	17:07	15:16	21:49	05:15	05:15	05:15	16:31
3: Analysis Completed Date		---	13-Dec-22	12-Dec-22	12-Dec-22	13-Dec-22	14-Dec-22	13-Dec-22	20-Dec-22	20-Dec-22	20-Dec-22	12-Dec-22
4: Analysis Completed Time		---	13:00	15:50	13:36	14:09	13:06	10:24	13:21	13:21	13:21	09:01
5: Well We1-Monitoring Well #1 (MW-1)	07-Dec-22 11:17	11.0	< 4	70	17	0.11	5.1	4.7	< 0.03	0.42	0.42	< 2
6: Well We2-Monitoring Well #2 (MW-2)	07-Dec-22 10:27	11.0	< 4	5	1	< 0.03	< 0.5	< 0.1	< 0.03	0.60	0.60	< 2
7: Well We4-Monitoring Well #4 (MW-4)	07-Dec-22 10:20	11.0	< 4	7	1	< 0.03	< 0.5	< 0.1	< 0.03	6.63	6.63	< 2
8: Well We5-Monitoring Well #5 (MW-5)	07-Dec-22 10:41	11.0	10	37	1	< 0.03	< 0.5	< 0.1	< 0.03	0.34	0.34	< 2
9: Well We6-Monitoring Well #6 (MW-6)	07-Dec-22 10:51	11.0	< 4	< 2	1	< 0.03	< 0.5	< 0.1	< 0.03	0.74	0.74	< 2
10: Well We7-Monitoring Well #7 (MW-7)	07-Dec-22 10:59	11.0	< 4	< 2	2	0.04	< 0.5	< 0.1	< 0.03	0.08	0.08	< 2
11: Well We8-Monitoring Well #8 (MW-8)	07-Dec-22 11:06	11.0	< 4	3	6	0.04	2.5	2.2	< 0.03	< 0.06	< 0.06	< 2
12: Well We9-Monitoring Well #9 (MW-9)	07-Dec-22 11:29	11.0	< 4	16	7	0.10	0.7	0.4	< 0.03	1.66	1.66	< 2
13: Well We10-Monitoring Well #10 (MW-10)	07-Dec-22 10:12	11.0	< 4	2	< 1	< 0.03	< 0.5	< 0.1	< 0.03	< 0.06	< 0.06	< 2
14: Well We11-Monitoring Well #11 (MW-11)	07-Dec-22 11:49	11.0	< 4	7	5	< 0.03	1.7	1.3	1.37	< 0.06	1.37	< 2
15: Well We12-Monitoring Well #12 (MW-12)	07-Dec-22 11:41	11.0	< 4	14	1	< 0.03	< 0.5	< 0.1	< 0.03	0.23	0.23	< 2

*E. Coli was processed from a unsterilized container as per client's request.



SGS Canada Inc.

P.O. Box 4300 - 185 Concession St.
Lakefield - Ontario - KOL 2H0
Phone: 705-652-2000 FAX: 705-652-6365

Works #: 1418S

Project : PO#017844

04-January-2023

OCWA-Highlands (Mini Lakes RBC WWTP)

Attn : Don Irvine

Date Rec. : 22 December 2022

LR Report: CA12857-DEC22

136 Main St., E.
Shelburne, ON
L9V 3K5, Canada

Copy: #1

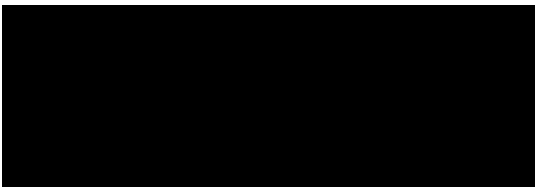
Phone: 519-925-1938 ext. 225

Fax:

CERTIFICATE OF ANALYSIS

Final Report

Analysis	1:	2:	3:	4:	5:	6:
	Analysis Start Date	Analysis Start Time	Analysis Completed Date	Analysis Completed Time	Eff Eff-Final Effluent	Raw Raw-Primary Clairfier (Grab)
Sample Date & Time					21-Dec-22 13:55	21-Dec-22 14:00
Temperature Upon Receipt [°C]	---	---	---	---	8.0	8.0
Carbonaceous Biochemical Oxygen Demand [(CBOD5) mg/L]	22-Dec-22	17:38	28-Dec-22	13:30	19	66
Dissolved Oxygen [mg/L]	22-Dec-22	13:29	28-Dec-22	15:08	9.0	---
Total Suspended Solids [mg/L]	23-Dec-22	11:31	28-Dec-22	13:51	38	83
Alkalinity [mg/L as CaCO3]	23-Dec-22	07:52	28-Dec-22	11:01	---	242
pH [No unit]	22-Dec-22	17:10	28-Dec-22	17:48	7.33	7.14
Phosphorus (total) [mg/L]	22-Dec-22	16:12	29-Dec-22	09:48	1.25	2.81
Total Kjeldahl Nitrogen [as N mg/L]	22-Dec-22	15:26	23-Dec-22	12:00	1.8	15.2
Ammonia+Ammonium (N) [as N mg/L]	22-Dec-22	20:30	04-Jan-23	09:50	0.8	12.8
Nitrite (as N) [mg/L]	23-Dec-22	08:22	04-Jan-23	13:44	0.61	---
Nitrate (as N) [mg/L]	23-Dec-22	08:22	04-Jan-23	13:44	19.0	---
Nitrate + Nitrite (as N) [mg/L]	23-Dec-22	08:22	04-Jan-23	13:44	19.6	---
E. Coli [cfu/100mL]	22-Dec-22	14:55	28-Dec-22	10:44	9200	---



*Project Specialist,
Environment, Health & Safety*

APPENDIX D

O&M Contract

SERVICES AGREEMENT

BETWEEN

WELLINGTON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 214

A N D

ONTARIO CLEAN WATER AGENCY

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the First (1) day of January, 2018 (the "Effective Date"),

B E T W E E N

WELLINGTON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 214

hereinafter called the "Owner" of the FIRST PART

AND

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

hereinafter called the "Contractor" of the SECOND PART

RECITALS

WHEREAS the Owner owns and is responsible for the operation, maintenance and management of the water and wastewater treatment systems, as more particularly set out in Schedule A attached hereto (the "Facilities");

AND

WHEREAS the Owner is desirous that the Facilities be operated and maintained by the Contractor in accordance with the provisions of this agreement (the "Agreement");

AND

WHEREAS the Contractor is a corporation that provides operation, maintenance and management services for water and wastewater (treatment) facilities and distribution and collection systems;

AND

WHEREAS the Owner and Contractor (collectively, the "Parties" and each a "Party") are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities;

AND

WHEREAS the owner retains a professional property management firm to act as their Authorized Representative for purposes of coordination with service providers as noted in Section 2.4 of the agreement (The Agreement)

NOW THEREFORE in consideration of other good and valuable consideration, and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Owner and Contractor agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

Section 2.1 - Retention of the Contractor

- (a) The Owner retains the Contractor to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the "Services").

Section 2.2 - Performance of Services

- (a) The Contractor shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Sections 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Owner not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by the Contractor as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Owner to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to the Contractor's negligence;

- (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities' treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities' design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities' treatment processes;
 - (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
- (b) The Contractor may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. The Contractor shall, when practicable, try to give the Owner reasonable advance notice of any such occurrence.
 - (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by the Contractor, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Owner if and to the extent caused by occurrences or circumstances beyond the reasonable control of the Contractor (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Section 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
 - (d) The Owner recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, the Contractor's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that the Contractor may be required to correct a deficiency or deal with the emergency situation without obtaining the Owner's prior approval. Should such a situation arise, the Contractor shall advise the Owner as soon as reasonably possible and shall provide as much information as possible to the Owner and will work with the Owner to ensure the emergency situation is appropriately addressed.
 - (e) The Contractor shall be required to continue the delivery of the Services to the best of its ability, during an Uncontrollable Circumstance

Section 2.3 - Contractor as Independent Contractor

In performing the Services, the Contractor shall be acting as an independent Contractor and only to the extent and for the specific purposes expressly set forth herein. Neither the Contractor nor its employees, agents or subcontractors shall be subject to the direction and control of the Owner, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of the Contractor and the Owner shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Owner

- (a) The Contractor shall exonerate, indemnify and hold harmless the Owner, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Owner to the extent that such Claim is solely attributed to the Contractor's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to the Contractor's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Owner. The Contractor, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Owner shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Owner's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Section 2.5(a) above, the Contractor shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Owner for indemnification from the Contractor will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive

damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) The Contractor shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Owner and the Municipality of the Township of Puslinch, shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Owner acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Owner will be notified if there is a change in coverage or price increase.
- (b) The Owner specifically recognizes and agrees that neither the Contractor nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, the Contractor is not required to obtain insurance for this purpose and the Owner has or will obtain its own insurance.
- (c) The Owner shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Owner acknowledges that the Contractor's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by the Contractor's staff. The Owner further acknowledges that it will have no recourse under the Contractor's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) No later than thirty (30) days following the Effective Date of this Agreement, the Owner will provide certificates of insurance for its property and boiler and machinery insurance policies to the Contractor. The insurance coverage for both policies should be on a full replacement cost basis. The Contractor will be named as an additional insured on both policies.
- (f) The policies of insurance obtained by the Owner in connection with this Agreement shall be primary, notwithstanding other insurance obtained and maintained by the Contractor.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

Section 3.1 - Obligations of the Owner

- (a) The Owner has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Owner has all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Ministry of the Environment and Climate Change), and the Authorizations are in good standing.
- (c) As the Owner of the Facilities, the Owner is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.
- (d) The Owner confirms that there are no Pre-existing Conditions existing at the Facilities which would affect the Contractor's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Owner acknowledges and agrees that the Owner shall be responsible for addressing such Pre-existing Conditions.
- (e) The Owner confirms that as of the date of execution of this Agreement, to the best of the Owner's knowledge, the Facilities are in compliance with all Applicable Laws
- (f) The Owner is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities. The Owner acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify the Contractor of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Owner

The Owner hereby covenants the following for the benefit of the Contractor:

- (a) The Owner agrees to promptly pay all amounts owing to the Contractor under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Owner agrees to promptly provide the Contractor with any information relating to the Facilities which could have a bearing on the provision of Services by the Contractor, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.

- (c) The Owner agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Owner shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an Owner of a like facility, all water works that belong to or are under the control of the Owner and that distribute water from the Facilities.
- (e) The Owner shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an Owner of a like Facility, all wastewater works that belong to or are under the control of the Owner and that collect and transmit wastewater to the Facilities.
- (f) The Owner agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by the Contractor which are the responsibility of the Owner.
- (g) The Owner shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Owner's sewer use by-law and any Environmental Laws. If requested by the Contractor, the Owner shall provide the Contractor with copies of the Owner's inspection reports (sewer usage, cross-connections, sump pump connections), if available.

Section 3.3 - Exoneration and Indemnification of Contractor

- (a) Subject to Section 3.3(c) below, the Owner shall exonerate, indemnify and hold harmless the Contractor, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment and Climate Change and all directors, officers, employees and agents of the Ministry of the Environment and Climate Change (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Owner's negligence or willful misconduct.
- (b) The Contractor shall be deemed to hold the provisions of this Article 3 that are for the benefit of the Contractor's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by the Contractor for indemnification from the Owner will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Section 3.3(a) above, the Owner shall not be liable in respect of any Claim:

- (i) to the extent that such Claim is covered by the Insurance; however, the Owner shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
- (ii) to the extent that such Claim is caused solely by the Contractor's negligence or willful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall commence on the Effective Date January 1, 2018 and shall continue in effect for an initial term of five (5) years, ending on December 31, 2022 (the "Initial Term") and then may be renewed for successive five (5)-year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Owner shall pay the Contractor a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Owner and the Contractor. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the "Current Term"), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Owner shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Owner shall pay the Contractor the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on November 1, 2017. Payment shall be made by the Owner by pre-authorized bank debit from a bank account designated by the Owner.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule "D", for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Section 4.7(a) below) or costs resulting from any failure of the Owner to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Section 4.8(a) below);
- (d) Hydro/Utility costs;
- (e) charges for any Optional Services that are provided by the Contractor to the Owner.

Section 4.6 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than September 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, the Contractor will provide the Owner with rolling three (3)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Owner’s written approval of the estimate or revised estimate, in the form set out in Schedule “H” where is this Schedule?, authorizes the Contractor to incur the Major Maintenance Expenditures included in the estimate (the “Approved Major Maintenance Expenditures”).
- (c) The Contractor will invoice the Owner for the Approved Major Maintenance Expenditures together with supporting documentation and the Owner shall pay the invoice within thirty (30) days of the date of invoice.

Section 4.7 - Capital Projects

- (a) “Capital Projects” means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Owner may request the Contractor to undertake Capital Projects for the Owner. The terms and conditions of such Capital Projects including the fee shall be negotiated by the Contractor and the Owner.

- (c) During the term of this Agreement, the Contractor may also make reasonable recommendations to the Owner with respect to Capital Projects expenditures for the Facilities. The terms and conditions of such Capital Projects, including the fee, shall be negotiated by the Contractor and the Owner

Section 4.8 - Unexpected Expenses

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that the Contractor reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MOECC or MOL) or identified through an inspection (e.g. ESA, MOECC, MOL) that is not solely the result of the Contractor’s negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that the Contractor is required to incur Unexpected Expenses, the prior approval of the Owner with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, the Contractor will provide the Owner with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Owner together with appropriate supporting documentation, and the Owner shall pay the invoice within thirty (30) days of the date of the invoice.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Owner’s monthly payment of the Annual Fee is not available in the Contractor’s designated bank account on the agreed to date of payment, the Contractor will notify the Owner that the funds were not available. Interest will be charged to the Owner starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Owner disputes any portion of an invoice, the Owner shall pay to the Contractor the undisputed portion of the invoice by the due date set out herein and provide the Contractor with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of

the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Owner shall pay to the Contractor all amounts determined to be payable to the Contractor, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

The Contractor is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Owner shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

- (a) If requested by the Owner, the Contractor may provide Optional Services to the Owner by Change Order as set out in Schedule G, provided that the Owner and the Contractor agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which the Contractor agrees to provide to the Owner shall be billed directly to the Owner on a time and materials basis as described in Schedule D.
- (c) Once the Contractor has agreed to provide Optional Services to the Owner, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by the Contractor and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule G which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Owner and the Contractor which cannot be resolved within 90 days, then the issue shall be referred to a mediator.
- (c) (b) The fees and expenses of the mediator shall be divided equally between the Parties. Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Owner shall notify the Contractor in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, the Contractor reserves the right to decline to renew the Agreement by notifying the Owner in writing of its decision to decline, within thirty (30) days of receipt of the Owner's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Owner or Contractor by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) For greater clarity, a material breach shall include, but not be limited to, the Owner's failure or refusal to implement the Contractor's reasonable recommendation(s) with respect to Capital Projects expenditures for the Facilities, as set out in section 4.7(c).
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the (Current Term, then the Owner shall pay the Contractor for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between the Contractor and its employees); the costs associated with the removal of remote monitoring and control systems installed by the Contractor; the costs of cancelling agreements with suppliers and sub-

Contractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

The Contractor and the Owner will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If the Contractor no longer operates the Facilities at termination of this Agreement, the Contractor shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Owner for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Owner will either reimburse the Contractor for any excess or the Contractor may take possession of any excess, as the Contractor may determine.

Section 6.4 - Final Settlement

If the Contractor ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by the Contractor and amounts owing by or to the Owner under this Agreement, no later than ninety (90) days after the Contractor ceases to provide the Services or thirty (30) days after the Contractor has provided the Owner with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, the Contractor will return the following to the Owner:

- (a) The log books for the Facilities.
- (b) A list of emergency phone numbers from the contingency plan binders used by the Contractor staff in respect of the Facilities.
- (c) Maintenance and repair records of equipment at the Facilities in electronic format.
- (d) Any operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of Contractor's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Owner shall not solicit or recruit any employee of the Contractor, nor induce any Contractor employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Owner and the Contractor.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Owner acknowledges and agrees that in providing the Services, the Contractor may utilize certain technology developed by or for the Contractor, for example, the Contractor's WMMS, Outpost 5 and/or PDM (the "Technology"). The Owner further agrees that use of the Technology by the Contractor with respect to the Facilities does not in any way give the Owner any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring the Contractor to provide the Owner with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Contractor with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Owner and the Contractor with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Owner:

Wellington Common Elements Condominium Corporation No. 214
c/o MF Property Management Limited
28 Bett Court
Guelph ON N1C 0A5

Telephone: 519-824-4208
Email:mfprop@mfproperty.com
Attention: Property Manager

(ii) if to the CONTRACTOR:

ONTARIO CLEAN WATER AGENCY
30 Woodland Drive
Wasaga Beach
Ontario, L9V 2Z4

Telephone: 705-715-6865
Fax: 705-429-7967
Attention: Regional Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to the Contractor through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

By



By

(Authorized Signing Officer)

**WELLINGTON COMMON ELEMENTS
CONDOMINIUM CORPORATION NO. 214**

By



(Authorized Signing Officer)

By:



(Authorized Signing Officer)

Jan 31/18
Date of Signing

Jan 31/2018
Date of Signing

Feb 1/18
Date of Signing

FEB 1-18
Date of Signing

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

Wellington Common Elements Condominium Corporation No.214
c/o MF Property Management Limited
28 Bett Court
Guelph, Ontario
N1C 0A5

WATER

As per PERMIT TO TAKE WATER - Ground Water, NUMBER 7137-AG7SV2

For the water

taking from: Four Wells (Well PW1, Well PW2, Well PW3, Well PW4)

Located at: Lot 21, Concession 8, Geographic Township of Puslinch, County of Wellington

WASTEWATER

Existing sewage works comprising of a sanitary collection system, pumping stations and forcemains, a sewage treatment and subsurface disposal system re-rated at approx. 158 m³/d average daily flow serving the Mini Lakes Subdivision and Wellington Common Elements Condominium Corporation No. 214 comprising of a maximum of 292 units (from the original 400 units) for year round use in the Township of Puslinch

SCHEDULE B – Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this Agreement together with Schedules A, B, C, D, E, F, G and H attached hereto and all amendments made hereto by written agreement between Owner and the Contractor.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws. As well as the agreement between the Township and the Client dated 2014/12/15 for wastewater and 2014/12/16 for water.

“Approved Major Maintenance Expenditures” is defined in Section 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 7:30 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “G” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to

the CPI of September of the current Year. For example, the CPI Adjustment for Year 2017 is the CPI of September 2016 divided by the CPI of September 2015.

“Current Term” means the period of time in which the Contractor is providing the Services, whether during the Initial Term or during any Renewal Term.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“(DWS)” is defined as Drinking Water System and further described in 8(d), Schedule C of this Agreement.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“**Indemnified Parties**” is defined in Section 3.3(a) of this Agreement.

“**Indemnifying Party**” means the Party responsible for dealing with any Claims and paying out any Claims.

“**Initial Term**” is defined in Sections 4.1, 4.3, 4.4, 4.5, 6.1 and 6.2 of this Agreement. ”

“**Insurance**” is defined in Section 2.7(a) and further described in Schedule E.

“**Intellectual Property Rights**” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“**Major Maintenance Expenditures**” is defined in Section 4.6(a) of this Agreement.

“**MOECC**” means the (Ontario) Ministry of the Environment and Climate Change.

“**MOL**” means the (Ontario) Ministry of Labour.

“**OHSA**” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“**Optional Services**” means any services not included in the Annual Price that the Owner and the Contractor agree in writing to designate as “Optional Services” subject to Section 4.12.

“**Outpost 5**” means a remote monitoring and control system designed and constructed by the Contractor and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“**Overall Responsible Operator**” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“**OWRA**” means the *Ontario Water Resources Act*, R.S.O. 1990.

“**Parties**” is defined in the Recitals to the Agreement.

“**PDM**” or “**Process Data Management**” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“**Pre-existing Condition**” is defined in Section 2.5 of this Agreement.

“**Renewal Term**” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Section 4 of Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Township” is defined as The Corporation of the Township of Puslinch.

“Uncontrollable Circumstance” is defined in Section 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Section 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“WWTF” is defined as Waste Water Treatment Facility

“Year” means the three hundred and sixty-five (365) day period from January 1 to December 31 of the calendar year.

SCHEDULE C - The Services

A - Services for Water Distribution, Supply System and Water Wells

Part 1 - Services included in the Annual Price

The Contractor will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Owner in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory Reporting

- (a) prepare and submit all reports to the Owner, Township and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Owner and Township, either correct or negotiate with the MOECC amendments to a deficiency and to deal with Township Peer reviews (i.e. Council, Township Engineer or Township Hydrogeologist), if required
- (c) report to the Owner, Township and the MOECC non-compliance with a regulatory requirement;
- (d) maintain a Drinking Water Quality Management System plan.

3. Operations Manuals

- (a) recommend to the Owner, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain an inventory of the Owner's original equipment tools and attractables in place as of the effective date of the Agreement;
- (b) develop an inventory of critical spare parts.

5. Change In Laws

- (a) notify the Owner of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Owner approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws, and Confined Space Entry Policy, if applicable.
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by inspecting fences and gates and locking same and notifying the Owner of the need for any repairs;
- (c) provide mobile communications services;
- (d) annual flow meter calibrations;
- (e) For both water and wastewater a total of four (4) hours per day have been included in the Estimate (Monday to Friday). Weekends and stat holidays are excluded. Regular call-ins are estimated at 3 a month for both the water and wastewater system. The estimated 36 call-ins a year include a four hour minimum charge at Contractor's overtime rate. This would also include travel time to site.

8. Operations & Maintenance

(a) in providing routine operation of the Facilities, the Contractor will conduct:

- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
- (ii) instrumentation cleaning, verification of meters;
- (iii) sampling of groundwater and surface water and/or on-site analysis and will cover the cost of the laboratory testing as well;
- (iv) sample collection of groundwater and surface water, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
- (v) laboratory sampling, analysis and reports including costs of the laboratory testing as required by Applicable Laws at the time of the commencement of this Agreement;
- (vi) coordination of chemical supply with chemical vendors including the cost of the chemicals and sampling;
- (vii) checks and response to alarms during Business Hours;
- (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemical system;
- (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
- (x) consolidation and processing of the Contractor's internal operational data forms for statistical input into a reporting system for the annual report;
- (xi) detection of significant water loss based on monitoring of flow readings,
- (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
- (xiii) utilize Owner's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (xiv) before September 30th (as per Agreement Section 4.6(b)), prepare a rolling three year (3) report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Owner's budgeting purposes;
- (xv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (xvi) flushing, opening, exercising and winterizing of water hydrants as required;
- (xvii) main distribution shut-off valves and dedicated distribution system sampling stations exercising on a routine basis.

- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system.
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.
- (d) complete a visual inspection of the Facilities at Agreement commencement, The Facilities visual inspection would take place during the initial month of the Agreement and continue in the first quarter from the Effective Date.

Part 2 - Optional Services

The Contractor may provide additional services to the Owner including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) operation manual updates;
- (b) water service disconnect and reconnect;
- (c) new water service installation or connection inspection;
- (d) well cameraing/well level monitoring;
- (e) back flow prevention measures.

2. Capital Projects Plans

- (a) prepare a detailed Capital Projects Plan for the facility(ies)

3. Watermain Services

- (a) water infrastructure locates;
- (b) contract repair for watermain breaks including road restoration;
- (c) inspection of repaired water pipes;
- (d) thawing water pipes;
- (e) new watermain conditioning;
- (f) watermain swabbing;
- (g) intake inspection;
- (h) exercising secondary valves;
- (i) leak detection;
- (j) chamber inspections, monitoring.

B – Services for Wastewater Treatment System

Part 1 – Services included in the Estimate

CONTRACTOR will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, Agreement Terms and Scope of Work (SOW), including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Owner in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities

2. Regulatory Reporting

- (a) prepare and submit all reports to the Owner, Township and the MOECC respecting the operation and maintenance of the Facilities as required by the MOECC or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MOECC in respect of the Facilities and, subject to any approvals of the Owner and Township may correct or negotiate with the MOECC amendments to a deficiency.
- (c) and to deal with Township Peer reviews (i.e. Council, Township Engineer or Township Hydrogeologist), if required;
- (d) report to the Owner and Township and the MOECC non-compliance with a regulatory requirement.

3. Operations Manuals

- (a) recommend to the Owner, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised

approach to operating the Facilities, which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain inventory of the Owner's original equipment tools and attractables in place as of the date of the Agreement;
- (b) develop inventory of critical spares.

5. Change In Laws

- (a) notify the Owner of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Owner approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws, and Confined Space Entry Policy, if applicable;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by inspecting any fences and any future replacement fencing and gates and locking same and notifying the Owner of the need for any repairs ;
- (c) provide mobile communications services;
- (d) Annual flow meter calibrations;
- (e) regular call-ins are required and are included at 3 a month for both the water and wastewater system. The call-ins include a four hour minimum charge at Contractor's overtime rate. This would also include travel time to site, less than an hour.

8. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, the Contractor will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;

- (iii) sampling of wastewater effluent, groundwater and surface water and will also cover the cost of the laboratory testing as well and/or on-site analysis;
- (iv) sample collection of wastewater effluent, groundwater and surface water, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
- (v) laboratory sampling, analysis and reports including costs of the laboratory testing as required by Applicable Laws at the time of the commencement of this Agreement;
- (vi) coordination of chemical supply with chemical vendors including the cost of the chemicals (alum, carbon source) and sampling;
- (vii) checks and response to alarms during Business Hours;
- (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
- (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
- (x) consolidation and processing of the Contractor's internal operational data forms for statistical input into a reporting system for the report;
- (xi) calculation, recording and analysis of the amount of wastewater treated;
- (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
- (xiii) monitor and adjust dosages of process chemicals;
- (xiv) utilize Owner's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (xv) before September 30th (as per Agreement Paragraph 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Owner's budgeting purposes;
- (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (xvii) removal of grit and screening;
- (xviii) clean valve chambers and exercise valves;
- (xix) development and implementation of a hauling plan for land application and/or alternative disposal methods by January 31, 2018.
- (xx) coordination and removal of biosolids, haulage and disposal from the Facilities in accordance with applicable MOECC Guidelines for sludge disposal to the sites approved and permitted by the Owner to receive such sludge and biosolids. All work to be in accordance with MOECC's "Guideline for Sludge Utilization on Agricultural Lands", dated October 1992;

- (xxi) OCWA is responsible for the first \$5,000 for sludge haulage costs in the Estimate
 - (xxii) No service fee will be charged by OCWA for sludge haulage administration.
 - (xxiii) OCWA is responsible for the first \$5,000 for preventive and breakdown maintenance costs in the Estimate.
-
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system.
 - (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.
 - (d) develop a specific Standard Operational Procedure (SOP), in collaboration with the Owner for timely and effective communication of any critical wastewater infrastructure problem incident (eg. Power outage taking pumping station off-line) to Mini Lakes Residents, pursuant to OWRA section 53 and best management practices;
 - (e) The Contractor and Owner shall conduct a yearly joint comprehensive inspection of the Facilities to evaluate the Facilities' condition, safety and other items. The Contractor shall prepare a capital budget for any recommendations.
 - (f) The Contractor will attend quarterly Mini Lakes Community Board meetings as requested to present information concerning the Facilities.

Part 2 – Optional Services (To Be Provided at the Request of the Owner)

The Contractor may provide additional services to the Owner including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) operation manual updates;
- (b) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (c) sewer system locates as set out by applicable legislation and Ontario One Call;
- (d) new sewer service installation or connection inspection;
- (e) contract repair for sewer line breaks including road restoration;
- (f) inspection of repaired sewer services;
- (g) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (h) high pressure sewer flushing;
- (i) acoustic pipe inspection;
- (j) infiltration surveys, sewer cameraing;
- (k) adjust and leveling manholes;
- (l) odour control system;
- (m) manage the existing stormwater systems on the development lots and Elm street, and carry out periodic flushing of catch basins and storm pipes and the maintenance of stormceptor when required

2. Capital Projects Plans

- (a) prepare a detailed Capital Projects Plan for the Facility(ies).

3. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) provide assistance and/or complete applicable funding applications;
- (d) financial plans.

4. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE D - The Annual Price And Other Charges**1. Annual Price for the Initial Term**

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Owner shall pay the Contractor a price for the Services for each Year of the Initial Term in the following amounts (the "Annual Price"):

- (i) For January 1, 2018 through to December 31, 2018 inclusive the annual price will be : \$221,032.00;
- (ii) For Year Two and subsequent Years: \$221,032 plus the CPI Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by the Contractor. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment shall be added to the Annual Price for Year One of the Agreement and for Subsequent Years, on a cumulative basis.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$18,419.33

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which the Contractor agrees to provide to the Owner shall be billed directly to the Owner on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, 07:30-04:00 shall be billed at \$90.00/hour/person for a Senior Operations Manager, and \$65.00/hour/person for an operator or mechanic, plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for a Senior Operations Manager, and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., Contractors), used by the Contractor staff to provide the Optional Services shall be billed to the Owner, and the Owner will pay such costs together with a Service Fee;

4. Service Fee

“**Service Fee**” means an additional fee charged to the Client when the Contractor purchases materials, supplies, equipment or Contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% on the first \$10,000; plus
- (b) 10% on the amount in excess of \$10,000 but less than \$30,000
- (c) 5% on the amount in excess of \$30,000.

SCHEDULE E - Insurance

A summary of the insurance coverage that the Contractor will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for the Contractor owned or leased vehicles.

Limit: \$5,000,000

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by the Contractor's negligence arising out of the Contractor's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2017; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of the Contractor sums which the Contractor shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against the Contractor, and reported to the insurer, in writing during the policy period, automatic extended reporting period (60 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by the Contractor, or by any person for whose acts errors or omissions the Contractor is legally responsible, and arising out of the conduct of the Contractor's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by the Contractor.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 for Professional Liability Insurance

Deductible: \$100,000 for the year 2017; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

Water

- No automatic switch over for chemical pumps.
- No air gap for sampling locations.

Wastewater

- SCADA controls and access in treatment building
- Septic beds
- Known issues with RBC and main gear replacement.
- Continuous feed to RBC , not enough food (**influent flow**)
- Float issues with pumping stations.
- No separate chemical storage building.
- No separated sewers which can result in "Variable Flows" higher than normal, higher than design parameters.

Background.

- The WWTP was originally designed for 400 homes with an Average Daily Flow Rate of 216m³/d. Somewhere along the way this was down rated to 262 homes with an Average Daily Flow Rate of 158m³/d. Now it will need to be adjusted again to suit the extra 31 homes under construction.
- The monthly BODS have been up and down, which as you know can be adjusted by the adding/decreasing chemicals, carbon etc. but the readings are still within the required MOECC limits.
- Same with the Nitrogen levels which of course fluctuate with the chemicals used but again are within the MOECC limits.
- Generally speaking the WWTP has been operating fairly well and been in accordance with the MOECC requirements (see previous Monitoring Reports).
- Recently we have been experiencing solids in the Leaching Beds but as noted the BODS and nitrogen levels are still within the required MOECC limits.

Problem.

- The WWTP is under pressure to perform when there is a heavy rainfall.
- Water is seeping into the sanitary system due to the system being old (around manholes due to settlement cracks, possible cracked pipes, whatever).
- When this happens, this water is flowing too fast for the RBC to cope.
- Under this condition, the pumps in the Final Clarifiers are unable to pump the excess effluent back to the Primary Clarifier.
- The flow is so fast that solids do not have time to drop to the bottom of the Final clarifiers and therefore some solids flow over the Weir into the Effluent Tank.

Suggested Solution.

- Immediately install filters/strainers between the Final Clarifiers and the Effluent Tank. This would be a solution no matter what the problem is and probably should have been installed originally, in any case.
- Flush out the Leaching Beds as necessary.
- Carry out remedial repairs/replacements to the sanitary system as time and money permits, as this would be a major undertaking.

SCHEDULE G - Change Order Form



**Ontario Clean Water Agency
Agence Ontarienne Des Eaux**

Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (CONTRACTOR)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Owner	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	

Adjustment	
Check Appropriate Type of Change	
Apply (Y/N)	Type of Change:
	Adjustment to Annual Price
	Change to Service
	Impact

Adjustment to Annual Price
Description – Attach Additional Documentation if Required

Change in Services
Description – Attach Additional Documentation if Required

SCHEDULE H - Expenditure Request and Approval to Proceed



Hub Name
Hub Address
City, ON Code
Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. CONTRACTOR will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- Maintenance Project
- Out of Scope Work
- Contingency
- Emergency
- Health & Safety

Description of Project or Expenditure:

Submission Prepared By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 2

Approval to Proceed:

Approved Declined Deferred Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-Contractors, consulting firms, etc. as required. The OWNER agrees to pay CONTRACTOR the costs associated with this work upon its completion based on the terms of the OWNER's agreement with CONTRACTOR.

Approved By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 3

CONTRACTOR Internal Use Only:			
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Owner PO / Project #:	Date:
Project Start Date:	Project Completion Date:
CONTRACTOR Invoice #	Date:
CONTRACTOR Account Code:	CONTRACTOR Work Order #

Cost Breakdown for Change in Services

Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

APPENDIX E

Process Optimization and Technical Services (POTS) Site Visit Report

Site Visit Summary - Mini Lakes Sewage Treatment Facility

REPORT TO: Don Irvine, Senior Operations Manager, Georgian Highlands Region
 Emanuel Castro, Senior Operator, Georgian Highlands Region
 Melissa Cortes, Process and Compliance Technician (PCT)
 Geordie Wheeler, Operator Mechanic
FROM: Yaldah Azimi, PhD, P. Eng., Senior Wastewater Program Manager, Process Optimization and Technical Services (POTS)
REVIEWED BY: Sangeeta Chopra, M. Eng., Director (POTS)
DATE: November 1st, 2021
SUBJECT: Mini Lakes RBC

Background

On September 24th, 2021, the Process Optimization and Technical Services (POTS) Team visited the Mini Lakes Community Sewage Treatment Facility. The visit was in response to a request from Operations Staff to assist with the challenge with recent high effluent nitrate levels.

The process consists of a primary clarifier feeding into two parallel trains, each with an RBC and a clarifier (i.e., intermittent clarifiers), alum dosing for phosphorus removal, a denitrification chamber with carbon dosing (for alkalinity addition), and a final clarifier. The effluent from both trains then flows into a pumping chamber where the treated effluent is discharged to a subsurface disposal system. The system provides wastewater treatment to the Mini Lakes Subdivision and Common Elements Condominium comprising of a maximum of 292 units. The facility is operated under the most current Environmental Compliance Approval (ECA) no. 8154-AR4J2T. A simplified process schematic is provided below in Figure 1.

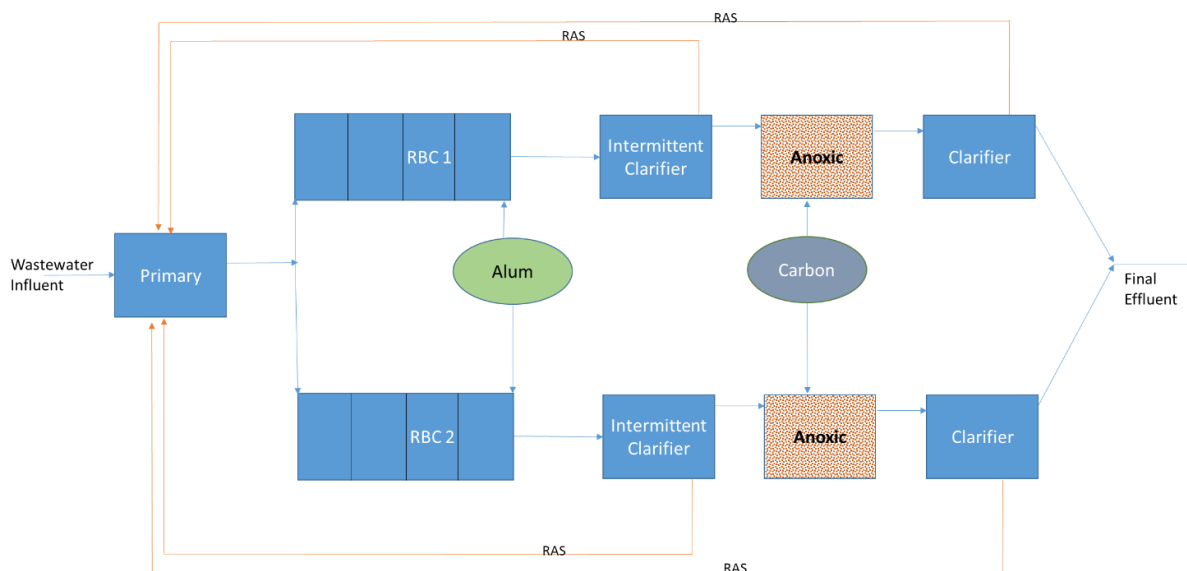


Figure 1. Schematic of Mini Lakes Sewage Treatment Process

There are discrepancies on the reported rated capacity of the sewage treatment facility in the ECAs that have been approved over the years. Since its construction in 1999, the plant has had 7 ECA-related documents and amendments. Key information from each ECA is summarized below in Table 1. The amended 2016 and 2017 ECAs state an average day rated capacity of 158 m³/d. The ECAs from 2000, 2006 and 2009 state the rated capacity as 216 m³/d, which is the average design flow of the RBC system. Based on engineering drawings and the Operations and Maintenance (O&M) manual (by Stantec and Hannah Environmental), the sewage treatment facility was designed to treat an average daily flow of 216 m³/d and peak flow of 319 m³/d. The average day and maximum day flows for 2020 were 122 m³/d and 245 m³/d, respectively. Hence, in 2020, the sewage treatment facility was operating at 56 percent of its design capacity.

The proposed changes in the 2016 ECA include upgrades to the chemical dosing system, improvements to the primary/equalization tank and providing process crossovers between the two anoxic tanks for improving operational flexibility. Also, the number of households serviced by the facility reduces from 400 to 292 in the 2016 iteration of the ECA, and it appears that the reduction of rated capacity from 216 m³/d to 158 m³/d is directly proportional to the change in number of households. It should be emphasized here that the number of houses serviced by a facility *should not* change the rated capacity of a sewage treatment facility. The firm sewage pumping capacity of all five pumping stations is at a maximum of 622 m³/d and the maximum effluent pumping capacity with the five pumps is at 1,166 m³/d. This means that there is sufficient capacity upstream and downstream the sewage treatment facility and the actual system was not the reason for the reduction in the 2016 ECA rated capacity. Further investigation and communication with the MECP is needed to determine the cause of the change in the rated capacity in 2016.

Nitrate (NO₃-N) in the final effluent is measured by a grab sample on a monthly basis and the ECA lists an effluent nitrate limit of 8 mg/L as an annual average concentration. The historical monthly effluent nitrate sampling results (obtained from WISKI), since 2018 are displayed in Figure 2. As seen in the figure, since 2018 the frequency of NO₃-N concentration above 8 mg/L in the effluent has increased. This has led to a higher risk of exceeding effluent NO₃-N compliance in the recent years.

Table 1. Review of Mini Lakes Sewage Treatment Facility ECAs							
ECA No. (year)	3-0356-99-006 (2000)	3-0356-99-006 (2000) Notice 1	3-0356-99-006 (2000) Notice 2	6792-6U8JKA (2006)	2113-7M8RBP (2009)	2391-9KCJUS (2016)	8154-AR4J2T (2017)
Rated Capacity, m ³ /d	216	216	216	216	216	158	158
Effluent Total Nitrogen limit, mg/L	5	-	-	-	-	-	-
Effluent Nitrate Limit, mg/L	-	5	5	5	5	8	8
Key Changes in Compliance Limits	Not Applicable	This notice corrected the effluent limit from 5 mg/L Total Nitrogen to 5 mg/L Nitrate	None	None	None	Decreased the rated capacity from 216 m ³ /d to 158 m ³ /d. The effluent nitrate limit was increased from 5 mg/L to 8 mg/L.	None
Key Changes in Sampling Requirements	Not Applicable	None	Added 2 new surface water monitoring locations (SW2 and SW5)	None	Removed BOD5 and Total Coliform requirements for effluent, added cBOD5 and E. Coli requirement. Removed BOD5, Total Coliform, pH, Conductivity, Sodium and Chloride groundwater sampling requirements, added cBOD5 and E. Coli. Changed the frequency of groundwater sampling from monthly to quarterly. Removed TSS and Total Coliform requirement for surface water sampling, added E. Coli.	Removed one surface water sampling location (SW2). Removed one ground water sampling location (MW-3).	None
Key Process Changes	Not Applicable	None	None	Proposed Specific use of molasses as a carbon source for denitrification (900L Tank)	The Works became subject to the Ministry's "Limited Operational Flexibility Criteria for Modifications to Sewage Works"	Proposed upgrades to add a partition wall, influent baffle, outlet weir and sludge recirculation piping to the primary clarifier. Proposed to add cross-train piping between the two anoxic tanks for redundancy and to operate 1 RBC train and 2 tertiary trains. Proposal to add a chemical storage building with a 600L carbon storage tank and 2,300 L alum tank.	Proposed carbon storage requirement changed from 600 L to 900 L

Notes:

The final effluent cBOD5, TSS and TP requirements have remained consistent among all ECAs at 20 mg/L, 20mg/L and 1 mg/L, respectively

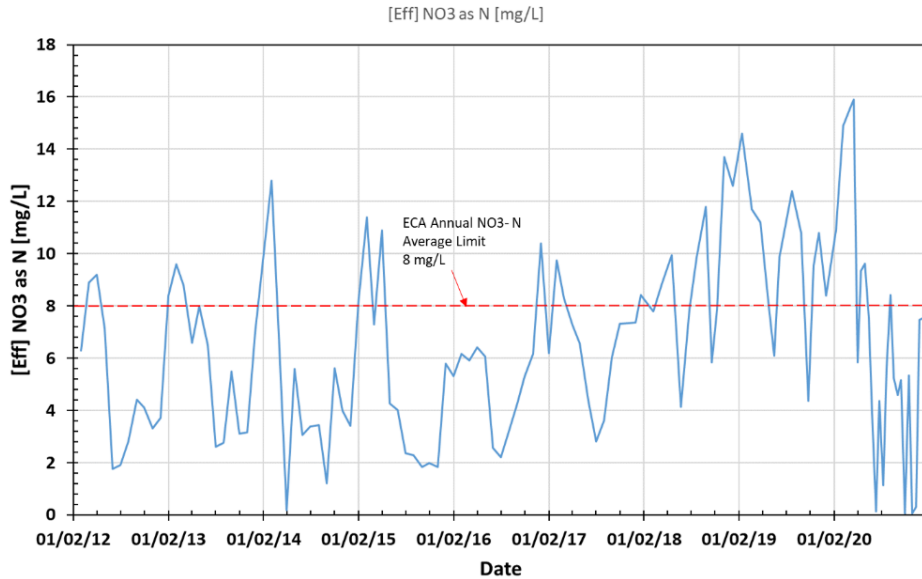


Figure 2. Historical Monthly Effluent Nitrate Concentration at Mini Lakes

Process Review and Site Observations

RBCs

- Currently, flow is divided between the two RBC process trains and they operate in parallel with no cross over lines between the two trains. Analysis of the flow and carbonaceous biological oxygen demand (cBOD5) loads demonstrate that the RBCs are under loaded. Figure 3 and Figure 4 show the historical hydraulic and cBOD5 loading to the RBCs considering equal division of flow (as currently operated) between the two RBC process trains.

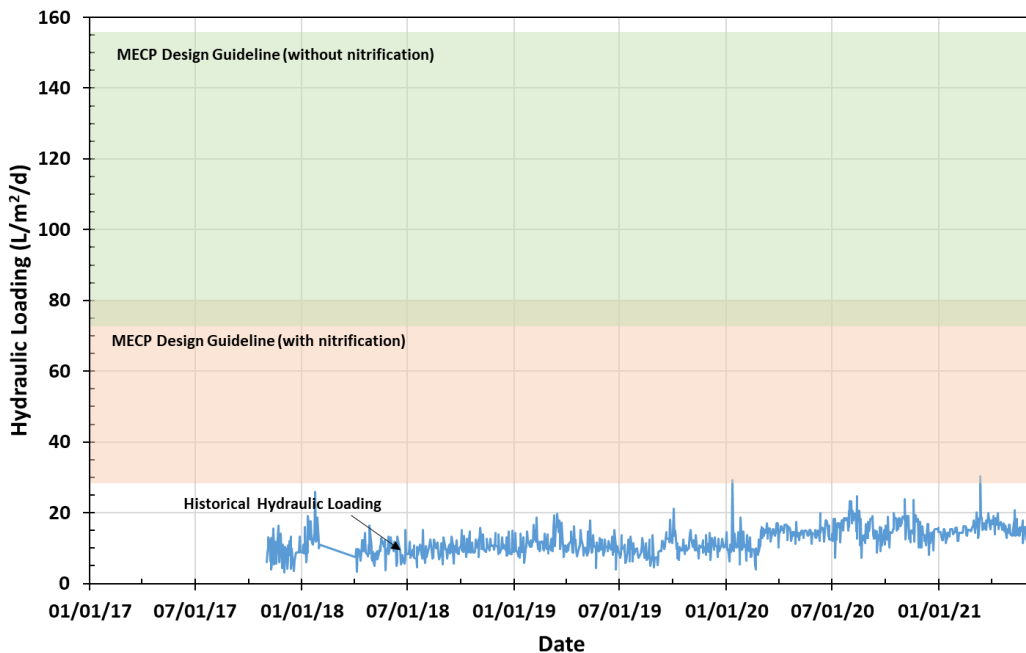


Figure 3. Historical (2018 – Present) Hydraulic Loading to the Mini Lakes RBCs (Equal Flow Distribution between the Two RBCs Considered) – The RBCs at Mini Lakes have Nitrification Requirement

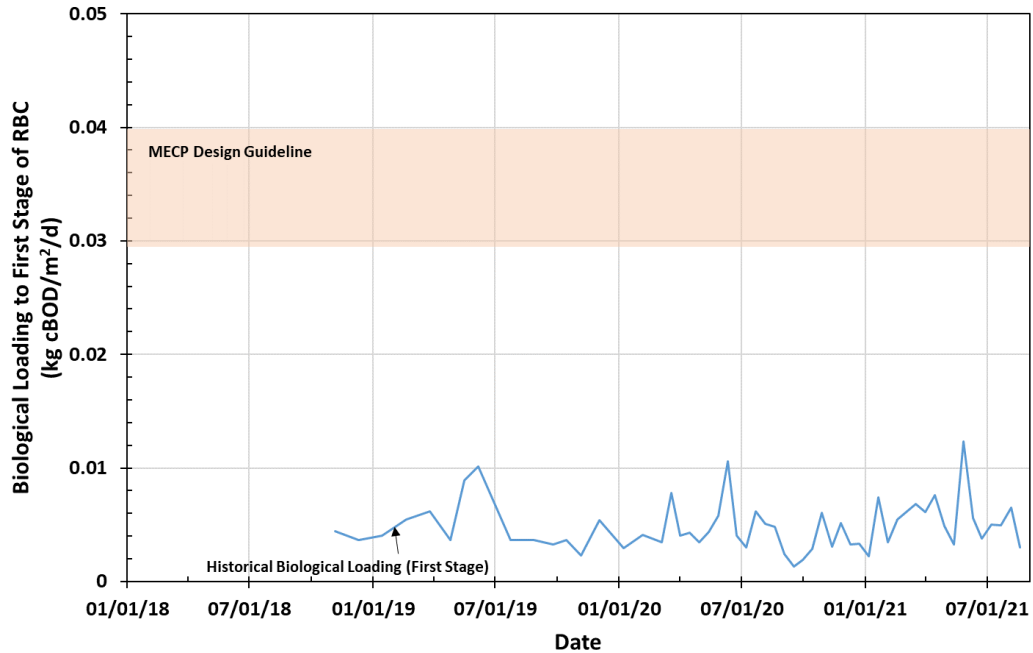


Figure 4. Historical (2018 – Present) cBOD5 Loading to the Mini Lakes RBCs (Equal Flow Distribution between the Two RBCs Considered)

- In under loaded RBCs, the biofilm uses oxygen in the early stages to treat all the carbon and ammonia, leading to high dissolved oxygen (DO) at the later stages of the RBC. The uneven distribution of biofilm (weight) on the RBC shaft, as a result of being under loaded, leads to mechanical issues. Mini Lakes’ RBCs and intermittent clarifiers are followed by anoxic tanks to further treat the nitrates and nitrites generated via denitrification. The denitrification process occurs in the anoxic tanks where in the absence of DO, nitrates and nitrites are converted to nitrogen gas. In the case where the RBC discharge flow has high DO (> 2 mg/L), oxygen levels will not reduce sufficiently before the anoxic process. The DO of the flow leaving the two RBCs were measured during site visit and were at 5.8 and 4.5 mg/L. Dissolved oxygen was measured at all four stages of the two RBCs during site visit. Since the DO in RBC 1 is higher, the results show that RBC 2 is likely receiving more flow than RBC 1 and the flow distribution is currently not equal.
 - RBC 1 from inlet to outlet – 0.9 mg/L, 3.5 mg/L, 5.5 mg/L and 5.8 mg/L.
 - RBC 2 from inlet to outlet – 0.5 mg/L, 2.9 mg/L, 3.8 mg/L and 4.5 mg/L.
- The historical measured effluent flow at Mini Lakes is displayed in Figure 5. As noted earlier, the measurements prior to 2020 have lower accuracy than after 2020, and based on the 2020 average day flow the plant is operating at 56% of design capacity.

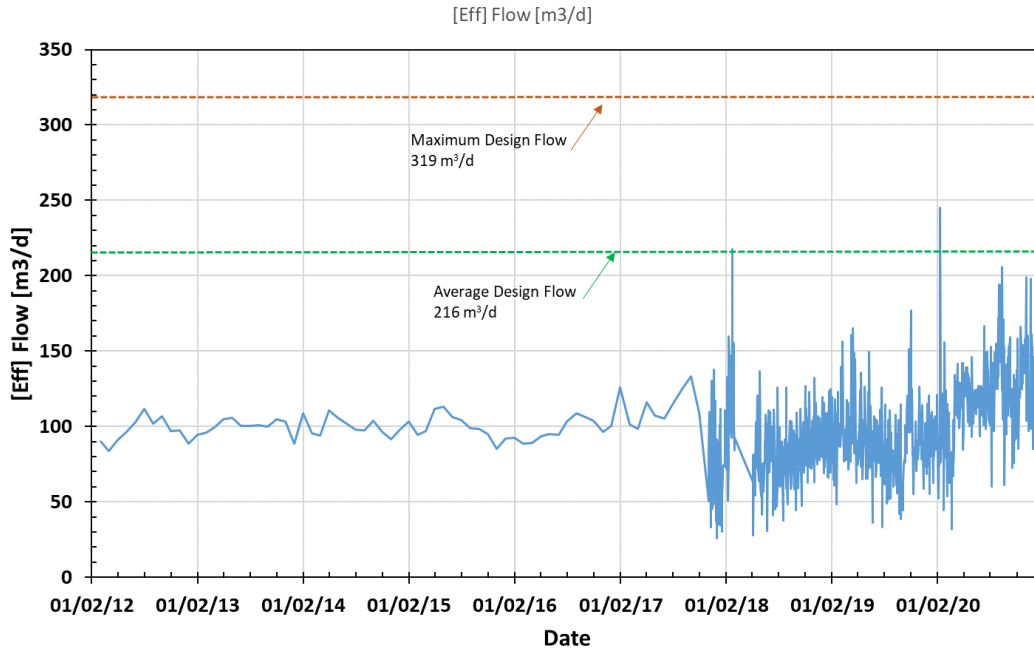


Figure 5. Historical Measured Effluent Flow at Mini Lakes Sewage Treatment Facility

- The RBC system was designed for a cBOD load of 43.2 kg/d. The Plant received an average cBOD load of 9.3 kg/d between 2018 and 2020 (Figure 6). This shows that the plant is receiving cBOD loads significantly less than the intended Stantec/Hannah design.

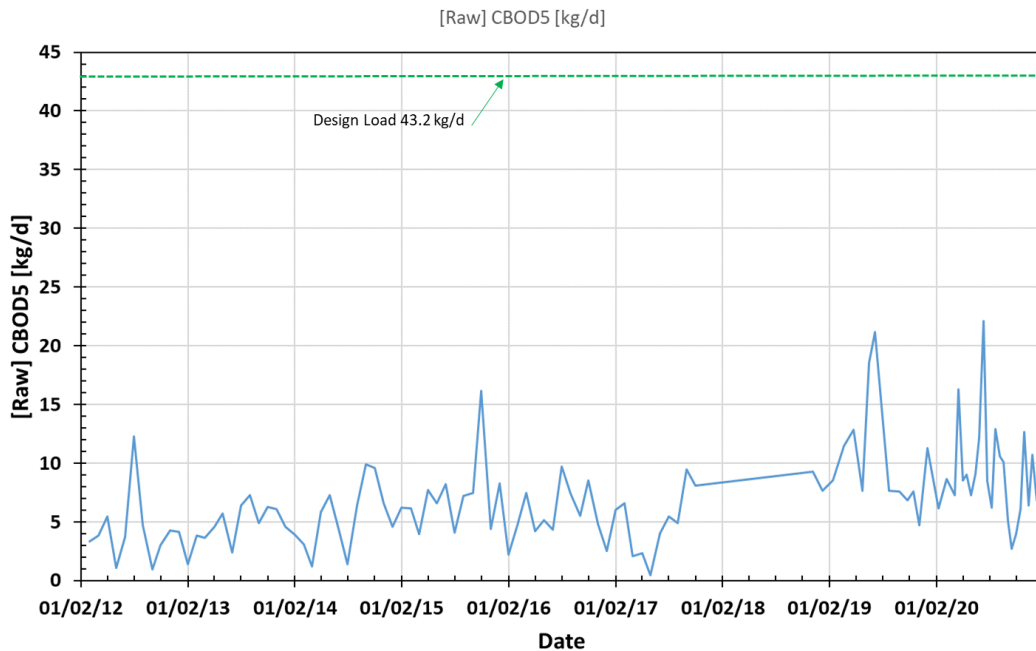


Figure 6. Historical BOD Loading to the Mini Lakes Sewage Treatment Facility

Anoxic Tanks

- Target operating DO for the anoxic tanks is < 0.5 mg/L. Based on field measurements during site visit, the DO level in various points of the anoxic tanks ranged from 1.8 to 4.8 mg/L. This is the main reason why the plant is unable to consistently meet the effluent nitrate limit of 8 mg/L. As noted in

the RBC section, this issue originates from the RBC where the DO leaving the RBCs were measured to be 4.5 and 5.8 mg/L.

- The proposed works listed in amended ECA No. 8154-AR4J2T (2016- revoked) and ECA No. 8154-AR4J2T (2017- current) include modifications to the inlet of the denitrification tank to allow for crossover between trains for redundancy and for the option to operate one RBC train and two tertiary treatment (i.e., anoxic tank ad final clarifier) systems. The crossover, however, does not exist in the field. This is an important modification that will allow for the division of flow between the two RBCs, making full use of the anoxic tanks which will lower the DO levels in the system and resolve the issues the plant is currently experiencing with denitrification.
- MICROC2000™ is added to the inlet of the anoxic tanks for denitrification, as denitrifying bacteria require readily biodegradable carbon in the absence of oxygen to convert nitrates and nitrites to nitrogen gas. The chemical feed system noted in the 2016 ECA proposed modification section, does not exist on site. Using peristaltic pumps, carbon is dosed directly from the MICROC2000 totes to the troughs upstream of the anoxic tanks. Due to high DO in the anoxic tanks, a large fraction of the added carbon is not used for denitrification and is oxidized in the presence of aerobic organisms.

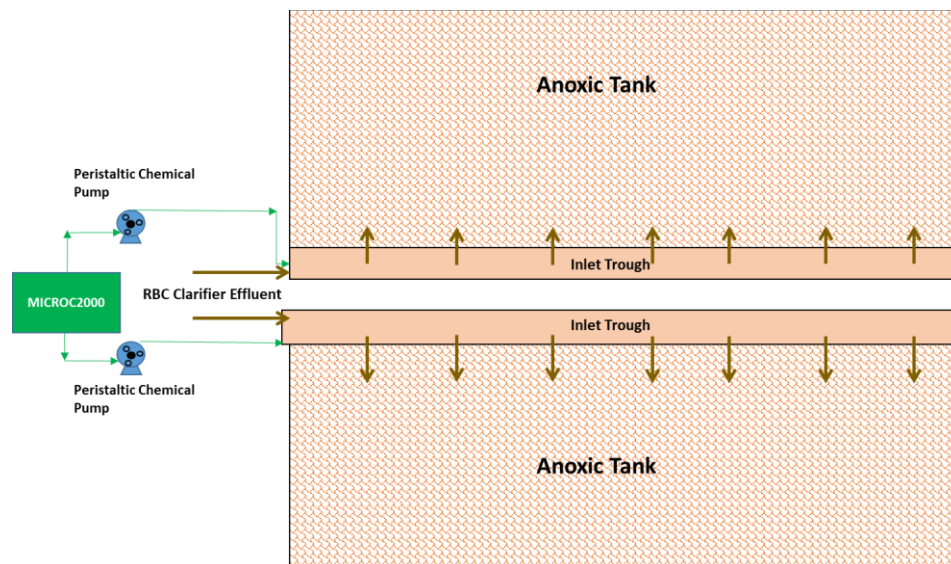


Figure 7. Simple Schematic of the Anoxic Tanks and Chemical Dosing at the Mini Lakes Sewage Treatment Facility

Process Diagnostics Sampling Protocol

As part of process diagnostic for this study, a comprehensive sampling program was recommended by POTS to the Operations Group for late September and early October 2021 to determine nitrification and denitrification performance, phosphorus removal and clarifier operation. Figure 8 in conjunction with Table 2 demonstrate the sampling locations and measured parameters.

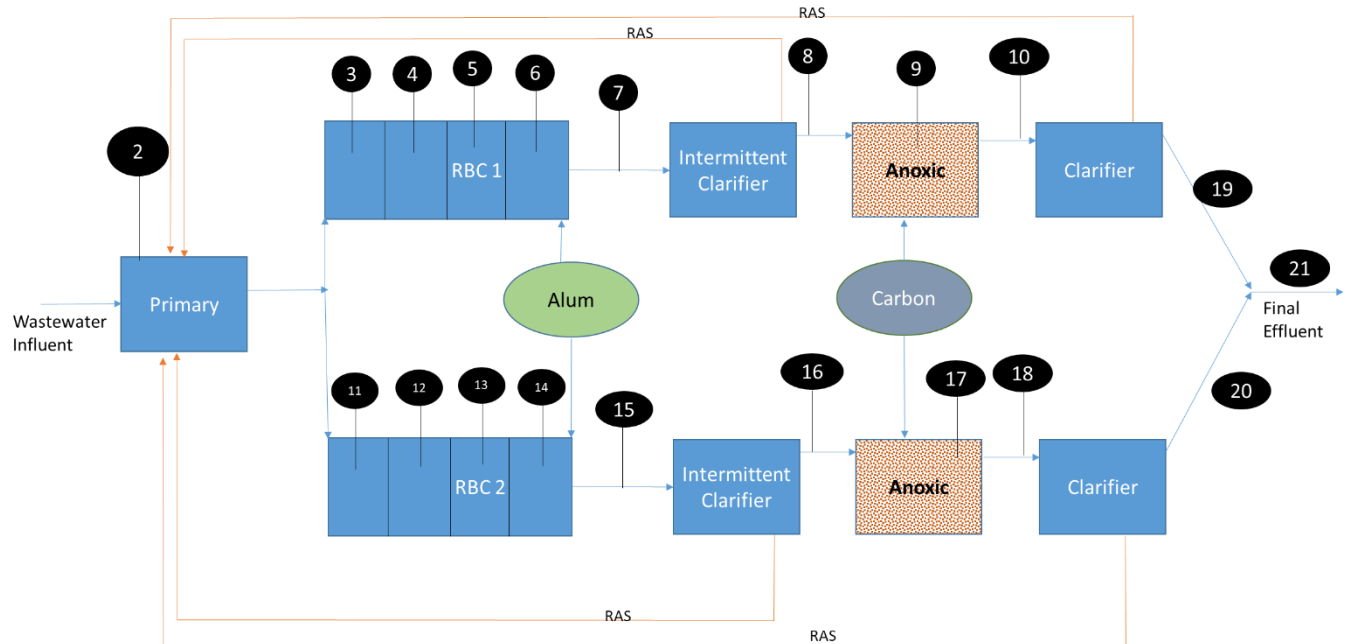


Figure 8. Mini Lakes Sewage Treatment Schematic Demonstrating OCWA POTS Recommended Sampling for Process Troubleshooting on September 1, 2021.

Table 2. Recommended Sampling by POTs Team for Process Troubleshooting for September and October 2021, Communicated on September 1, 2021			
Sampling Point, as shown in Figure 8	Parameters	Sampling	Comment
2	TSS, TP, cBOD, TKN, TAN, pH, Alkalinity	Biweekly for September and October	Send out to lab
3, 4, 5, 6, 11, 12, 13, 14, 9, 17	DO, pH (take photos of biofilm from each stage of the RBC weekly)	Biweekly for September and October	Operator to measure these parameters using a hand held probe
7 and 15	TSS, TP cBOD, NH3,	Biweekly for September and October	Send out to lab
8, 10, 16, 18	NO3, NO2, NH3, cBOD, TSS	Biweekly for September and October	Send out to lab
8,16	TP	Biweekly for September and October	Send out to lab
19 & 20	cBOD, TSS, TKN, TP, pH, NO3, Alkalinity	Biweekly for September and October	Send out to lab
21	As Required by ECA	As Required by ECA	
All Five Clarifiers	Sludge Level	Biweekly for September and October	Measure on Site

Findings from Recent Sampling

The results from three sampling instances (September 10th, September 15th and September 29th) are shown in Figure 9. The following can be concluded:

- Insufficient nitrate removal across the anoxic tank – From the nitrate balance around the anoxic tank (points 8 and 10), it can be seen that the denitrification process is not complete. This is likely a result of the high DO across the system.
- RBC is performing well – Based on low TAN levels in points 7 and 15, and low cBOD levels in points 8 and 16.
- Unequal distribution of flow between the two process trains – Differences in the quality of flow discharged from the two RBCs (points 7 and 15) demonstrate that the flow is likely not equally distributed between the two process trains.

- Improved sludge blanket monitoring and RAS pump adjustments required – The TSS balance around the intermittent and final clarifiers show that improved sludge blanket monitoring and RAS operation is needed.
- TP removal is effective – Alum dosing appears to be sufficient for the removal of phosphorus across the process train (low TP levels at points 19 and 20).
- Alkalinity looks healthy – Alkalinity seems to be in good balance across the system. Sufficient alkalinity is present for ammonia removal (nitrification).
- Nitrification is complete – Due to the excess oxygen available in the system, nitrification reaction is complete (all ammonia is converted to nitrate) and the presence of nitrites is minimal (as shown in points 8 and 16).
- There is a risk of a cBOD5 exceedance due to incomplete denitrification – The cBOD increases from points 8 to 10 and 16 to 18 due to incomplete denitrification and carbon (MICROC2000) addition to the system.

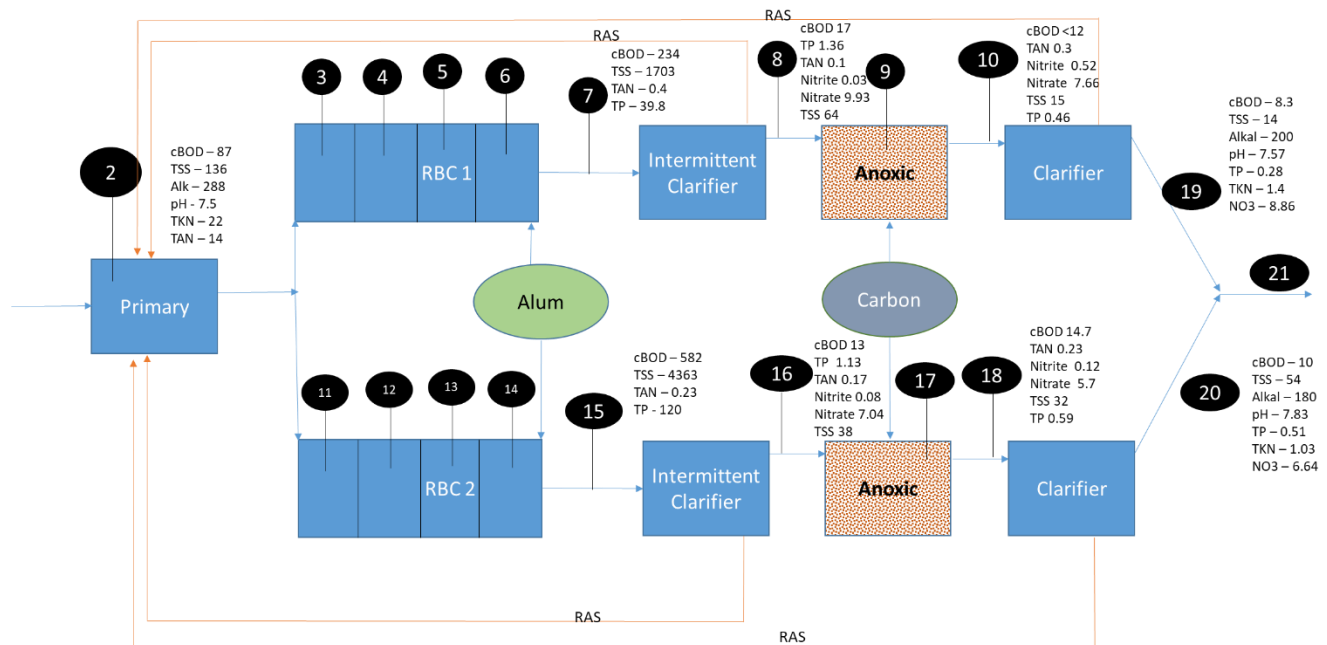


Figure 9. Three- Sample Average Results at Mini Lakes Sewage Treatment Facility. All Values have Unit mg/L. Sampling Point 2 Results Show the 2021 Average Data. The Plant has been Collecting Data Twice a Month on Raw Wastewater Collected from Sampling Point 2. .

Recommendations

Process & Mechanical Recommendations

It is evident that the main cause of nitrate exceedances is directly related to the high DO concentration in the RBC effluent and in the anoxic tank. The following summarizes recommendations for improved process performance and reliability.

Reducing DO Upstream of the Anoxic Tank

Short-term

- Enable diversion of a higher percentage of the incoming flow to one RBC train. This will increase the hydraulic and organic loading onto the one RBC and a larger amount of oxygen will be consumed in

the tank. Currently, the operator can manually divert more flow to one RBC. The following should be considered when implemented this strategy:

1. Ensure that change is gradual. With the diversion of more flow to one RBC, it will take time for additional biofilm to grow on the media. Ensure that no more than 10% change (in flow diversion) is made over a two to three-week time period. Monitor the ammonia (TAN), DO and pH exiting the RBC (sampling points 7 and 15 as shown in Figure 8). To ensure full nitrification is still taking place. Depending on the limitations of diverting flow in the field, supplementing load to the RBC receiving lower flow maybe required.
 2. Monitor TSS exiting the intermittent primary clarifier (sampling points 8 and 16).
 3. Monitor DO across the RBC (points 3, 4, 5, 6, 11, 12, 13, 14 as shown in Figure 8) and ensure that the DO in the last stage of the RBC (points 6 and 14) doesn't go below 2 mg/L.
 4. Monitor sludge blanket in the clarifiers following the RBCs. RAS pump to be adjusted to maintain a sludge blanket level of 1-3 ft in both train 1 and train 2. Given that flow distribution is not equal, the frequency of RAS pumping would be higher for one clarifier vs. the other. Frequent monitoring of sludge blanket in these clarifiers (two or three times a week) is highly recommended for good process control and RAS pump adjustments.
 5. We don't recommend completely shutting down one RBC as this can sometimes lead to start up issues and process failure. In this case, the process equipment is also currently at end of its service life.
- Increase recirculation by increasing the RAS pumping rates from the intermittent clarifiers will reduce the hydraulic retention time in the RBC basin. This can also help reduce the DO. Add sampling ports to all four RAS lines so that the mass balance of solids across the clarifiers can be calculated and monitored.
 - Add step feeding of wastewater to the RBC will encourage better DO distribution across the tank. This will entail the addition of a wastewater inlet point halfway down the RBC tank. Again, with this option the TAN, DO and pH across the RBC should be monitored carefully to make process adjustments. If this method is implemented, plant staff should start by feeding 10 percent of the influent flow to the middle section of the RBC and monitor performance before increasing this flow. As with any change in biological systems, changes should be made slowly and gradually to ensure the system is not shocked.
 - Improve operational flexibility by providing the cross overs between the two anoxic tanks. This will enable the use of full denitrification capacity of the sewage treatment facility, while using only one RBC. This is a proposed modification in the 2016 ECA and should be made as soon as possible to improve operation and reduce nitrate levels at the facility.
 - The RBC rotational speed could significantly influent DO levels, and no adjustment are possible at this time. We recommend that operations establish the existing rotational speed of the RBCs (i.e., measure the RBC speed). We recommend that an RBC shaft speed adjustment be added to the process (e.g., with a variable frequency drive). This will assist operators in controlling DO and biofilm thickness, leading to a lower DO leaving the RBCs. Engineering options for modifying the existing motor and gearbox should be further explored to provide some level of rotational speed adjustment. Increased torque and heat generation as a result of reducing rpm, and potential impacts on equipment should be reviewed carefully and considered in developing options before any changes are engineered and implemented.

Long-term

- Integrate online monitoring and logging of temperature, DO and pH in the RBCs could help with process control.

Chemical Dosing System

Short-term

- The chemical dosing pumps (both for alum and MICROC2000) have passed their service life (10-15 years). Installation of new peristaltic pumps is recommended. We recommend that new pumps be installed and drum mixers be purchased (for the totes used as day tanks) at the facility to ensure chemical addition is homogeneous and adequate.
- Chemical system upgrades as detailed in the 2016 ECA to be completed.
- Chemical dosing for phosphorus removal is currently practiced. Alum is not diluted and it is directly added to the process downstream of the RBCs (between the RBC and the intermittent clarifier). We recommend that the operator adjust chemical dosing based on the last three samples average (rolling) concentration of total phosphorus (TP) as measured in raw wastewater (Sampling point 2). Our understanding from the review of background information is that the dosing point was relocated from the intermittent clarifiers to the last stage of RBC a few years ago. We have provided a calculation excel sheet with this report to help the operator with calculating chemical dosing rates to each process train. An example of this calculation is shown below in Figure 10.

Alum Flowrate Calculation		
3 Week Rolling Average Phosphorus Loading		
TP Concentrations		
Raw Wastewater TP (Sampling Point 2)	3.6	mg/L
Train Flows		
Train 1 Flow	70	m3/d
Train 2 Flow	55	m3/d
Phosphorus Loads		
TP Load, Train 1	0.252	kg/d
TP Load, Train 2	0.198	kg/d
Chemical Information		
Chemical Name	Formula WW 8210	
Active Ingredient	Aluminum	
Density	1.3	kg/L
% Active Ingredient	4.30%	%
Active Ingredient to Phosphorus Ratio	1.3	kg Al/ kg P
Dilution Ratio	1	L Mixed Solution / L Alum
Required Chemical Dose		
Train 1 Chemical Dose		
Dose of "Pure" Alum	7.62	kg/d
Dose of Diluted Alum	5.86	L/d
Dose of Diluted Alum	244	mL/h
Train 2 Chemical Dose		
Dose of "Pure" Alum	5.99	kg/d
Dose of Diluted Alum	4.60	L/d
Dose of Diluted Alum	192	mL/h

Figure 10. Example Calculation for Alum Addition at Mini Lakes Sewage Treatment Facility. Blue Numbers are Input by Operator, Red Numbers are Input Specific to the Chemical and Black Numbers are Automatically Calculated.

- Chemical dosing for denitrification should be adjusted based on the nitrate and nitrite levels entering the anoxic tank. Based on the WEF MOP No. 37., carbon dosing should be applied at a ratio of 6.5:1 (mass to mass) for carbon to nitrogen for MICROC2000. Dosing MICROC2000 above the required (calculated) dose to complete denitrification could potentially cause an increase in final effluent cBOD5. It is important to monitor the nitrates and nitrites and adjust

the MICROC2000 dosage, accordingly. We have provided a calculation excel sheet with this report to help the operator with calculating chemical dosing rates to each process train based on measured nitrate and nitrite levels (last three measurements rolling average) at sampling points 8 and 16. An example of this calculation is shown below in Figure 11.

MICROC2000 Flowrate Calculation		
3 Week Rolling Average Nitrate and Nitrite Loading		
Nitrate and Nitrite (as N) Concentrations		
NO3-N Concentration, Train 1 (Point 8)	7.22	mg/L
NO2-N Concentration, Train 1 (Point 8)	0.01	mg/L
NO3-N Concentration, Train 2 (Point 16)	6.49	mg/L
NO2-N Concentration, Train 2 (Point 16)	0.01	mg/L
Train Flows		
Train 1 Flow	70	m3/d
Train 2 Flow	55	m3/d
Nitrate (as N) Loads		
NO3-N Load, Train 1	0.5054	kg/d
NO2-N Load, Train 1	0.0007	kg/d
NO3-N Load, Train 2	0.35695	kg/d
NO2-N Load, Train 2	0.00055	kg/d
Chemical Information		
Chemical Name	MicroC2000	
Active Ingredient	Glycerine, Methanol	
Density	1.225	kg/L
% Active Ingredient	72.00%	%
Active Ingredient to Nitrate Ratio	1.2	kg / kg NO3-N
Active Ingredient to Nitrite Ratio	1.6	kg / kg NO2-N
Dilution Ratio	6	L Mixed Solution / L MicroC
Required Chemical Dose		
Train 1		
Dose of "Pure" MicroC2000	0.84	kg/d
Dose of "Pure" MicroC2001	0.69	L/d
Dose of Diluted MicroC2000	4.13	L/d
Dose of Diluted MicroC2000	172	mL/h
Train 2		
Dose of "Pure" MicroC2000	0.60	kg/d
Dose of "Pure" MicroC2001	0.49	L/d
Dose of Diluted MicroC2000	2.92	L/d
Dose of Diluted MicroC2000	122	mL/h

Figure 11. Example Calculation for MICROC2000 Addition at Mini Lakes Sewage Treatment Facility. Blue Numbers are Input by Operator, Red Numbers are Input Specific to the Chemical and Black Numbers are Automatically Calculated.

Other

Short-term

Safety Related:

- The building housing the RBCs is old, has a leaking roof and is poorly lit. The ventilation system also needs to be upgraded.
- The control room houses MCCs and disconnect switches. This room is not properly water-proofed and water seeps into the building and rusts the electrical component. This is a safety problem that needs to be addressed.
- Proposed works per 2016 ECA should be completed. The need for compartmentalizing the primary clarifier (suggested in proposed works) should be further investigated. With unequal flow division between the two RBCs it may be advantageous to keep the primary clarifier as a shared tank between the two process trains.

Long-term

- All the major process equipment on site are over 20 years old at this point in time and passed their effective service life. For the more reliable operation of the RBCs into the future and to reduce the probabilities of non-compliance, the supplier (Hannah Environmental) should be engaged to replace

all the failing process mechanical equipment, such as the RBC shaft, RBC and anoxic tank media, all RAS and chemical dosing pumps.

- As part of the process-reliability upgrade to the RBC system, the following is recommend:
 - Add cross over line and valves to enable the operation of the two intermittent clarifiers in series;
 - Electronic strain gauge cell to enable continuous monitoring of RBC shaft load. This is a useful parameter that alarms the operator on shaft failure but also provides information on biofilm growth across the RBC. Communicate with the supplier to obtain more information on the maintenance and failure frequency of this piece.
 - Add instrumentation to the primary clarifier for the operator to be able to assess water level in the tank.
 - Add two small hatches in the primary tank at a location closer to the middle of the tank for sludge removal and for the operator to monitor sludge levels.
- Depending on the electrical upgrades required to support the process and ventilation upgrades to the RBC for improving process reliability, long-term, the requirement for three phase power needs further investigation. The addition of this service could benefit the community in other ways too. This could be further explored with the client.
- The plant currently has no SCADA system for record keeping and control. We recommend that SCADA integration be carried out.
- Currently, no odour issues have been reported at the sewage treatment facility. Given that residential properties are very close (about 2 to 3 meters) to the sewage treatment site property line, we recommend that any upgrade to the existing facility consider odourous air treatment and control.
- As RBCs operate best with consistent flow and loads, reducing excess flows from stormwater will assist with reducing flow fluctuations to the facility. OCWA is undertaking separate road and drainage upgrades to resolve flooding issues and these projects should also consider raising sanitary manholes in low areas where stormwater may enter the sanitary system. This provision will help with reducing flow fluctuations to the sewage treatment facility.

Future Sampling Requirements (From November 2021 Onwards)

The comprehensive sampling scheme recommended in Table 2 for September and October 2021 was to obtain information on the current operation of the plant. From November 2021 onwards, we recommend that the plant continue sampling across the process in accordance with Table 3.

Table 3. Recommended Sampling by POTs Team for Process Monitoring Starting November 2021			
Sampling Point, as shown in Figure 8	Parameters	Sampling Frequency	Comment
2	TSS, TP, cBOD, TKN, TAN, pH, Alkalinity	Weekly	Send out to lab
3, 4, 5, 6, 11, 12, 13, 14, 9, 17	DO, pH	Biweekly	Operator – Using a Weekly Calibrated Hand Held Probe. For Points 9 and 17 measure DO in a few locations at various distances from the trough.
7 and 15	TSS and TAN	Twice a month	Send out to lab
8, 10, 16, 18	NO3, NO2, NH3, cBOD, TSS	Twice a month	Send out to lab
8,16	TP	Twice a month	Send out to lab
19 & 20	NO3, NO2, NH3, cBOD, TSS, TP	Twice a month	Send out to lab

21	As Required by ECA	As Required by ECA	Send out to lab
All Five Clarifiers	Sludge Blanket	Biweekly	Operator – Using Sludge Judge



KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
F 519.837.1909
E kimc@wellington.ca

74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

October 6, 2023

Wellington County
Member Municipality Clerks

Amanda Knight, Township of Guelph/Eramosa
Lisa Campion, Town of Erin
Kerri O'Kane, Township of Centre Wellington
Larry Wheeler, Township of Mapleton
Annilene McRobb, Town of Minto
Karren Wallace, Township of Wellington
Courtenay Hoytfox, Township of Puslinch

aknight@get.on.ca
Lisa.campion@erin.ca
kokane@centrewellington.ca
LWheeler@mapleton.ca
annilene@town.minto.on.ca
kwallace@wellington-north.com
choytfox@puslinch.ca

Good day,

At its meeting held September 28, 2023 Wellington County Council approved the following recommendation from the Planning Committee:

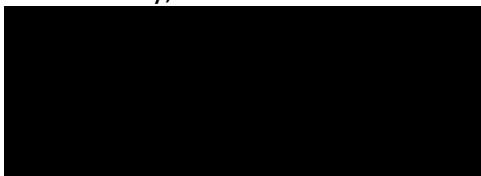
That the report New Provincial Housing Fund – Building Better Faster Fund be received for information; and

That the County Clerk circulate this report to Member Municipalities and AMO for information.

Enclosed is the New Provincial Housing Fund – Building Faster Fund Report.

Should you have any questions, please contact Sarah Wilhelm, Manager of Policy Planning at sarahw@wellington.ca.

Sincerely,



Kim Courts
Deputy Clerk



Committee Report

To: Chair and Members of the Planning Committee
From: Sarah Wilhelm, Manager of Policy Planning
Date: Thursday, September 14, 2023
Subject: **New Provincial Housing Fund - Building Faster Fund**

1.0 Background

On August 21, 2023 the Province released background information and a press release about a new Provincial housing fund for municipalities called the “Building Faster Fund”.

2.0 Key Facts

- This new three-year, \$1.2 billion programme is to provide funding for municipalities on track to meet (or exceed) their provincial housing target for 2031.
- There are now 50 municipalities with municipal housing targets assigned by the Province. This includes the original 29 large and fast-growing lower- and single-tier municipalities with a population projected to be over 100,000 by 2031, and an additional 21 municipalities that are projected to have a population of 50,000 by 2031.
- Municipalities with housing targets must submit a pledge to the Province to show how they will accelerate construction of new homes to meet their target. Those municipalities with pledges will have access to the Building Faster Fund (and strong mayor powers).
- Municipalities are allocated funds depending on how much they contribute to the overall plan to build 1.5 million homes by 2031 and whether they deliver at least 80% of their annual housing target. Municipalities receive no funding if they are under 80%, partial funding for 80% and over, full funding for meeting their target, and a bonus of double funding for every 1% above 100% of their target.
- While eligible expenses have not yet been determined, the Province intends to direct funding toward “housing-enabling” infrastructure and other related costs that support community growth.
- 10% of the overall funding (\$40 million per year) will be reserved for small, rural and northern communities that have not yet been assigned a housing target by the Province to support unique needs and circumstances.

3.0 Discussion

The County of Wellington and Member Municipalities do not meet the current Provincial criteria for having a housing target assigned at this time because:


- the Province has not assigned targets to “upper-tier” municipalities like Wellington County¹; and
- none of the “lower-tier” municipalities in Wellington County are forecast to achieve a population of 50,000 by 2031.

¹ Norfolk and Haldimand County were assigned targets, but they differ from Wellington as they are single-tier municipalities

Since none of the municipalities in the County have been assigned a housing target by the Province, Member Municipalities would need to submit under the \$40 million per year funding reserve for small, rural and northern communities. The Province has not provided details about how to access this funding and how much funding might be available to individual communities.

The Provincial housing targets for new municipalities added to the list range from 9,500 to 1,000 new homes. While provincial targets assigned to municipalities may exceed local forecasts, for comparison purposes, the urban and rural housing forecasts by municipality are shown below.

Table 1 Housing Forecast by Member Municipality²

	2021 to 2031 homes	Annual Average homes/year	 County-wide Housing Forecast 7,760 776 to 2031 annually
Centre Wellington	2,960	296	
Erin	1,750	175	
Guelph/Eramosa	220	22	
Mapleton	520	52	
Minto	870	87	
Puslinch	170	17	
Wellington North	1,270	127	

In the background material (see attachment), the Province has prepared sample calculations for a large municipality with a housing target. While County municipalities are not eligible to access that part of the funding pool, staff has completed calculations so that Member Municipalities can see how much funding similar sized, but qualifying communities can access (Table 2). For example, if a municipality has a total housing target of 3,000 homes by 2031, this represents 0.20% of Ontario’s target of 1.5 million homes and makes them eligible for \$800,000 in annual funding.

Table 2 Sample Funding Calculations for Small Municipalities with a Housing Target

Sample Housing Target to 2031	% of Ontario's 1.5 Million Target	Annual Funding for meeting 80% of Annual Housing Target	Annual Funding for meeting 100% of Annual Housing Target	Annual Funding for meeting 110% of Annual Housing Target
		80%	100%	110%
3,000 homes	0.20 %	\$ 640,000	\$ 800,000	\$ 960,000
2,000 homes	0.13 %	\$ 426,667	\$ 533,333	\$ 640,000
1,000 homes	0.07 %	\$ 213,333	\$ 266,667	\$ 320,000

NOTES: Municipalities meeting less than 80% of annual housing target receive no funding. Performance is based on housing starts and additional residential units created in a given calendar year. A housing start is defined by the CMHC as the beginning of construction work on the building where the dwelling unit will be located.

² Source: Watson & Associates Economists Ltd.

4.0 Bill 23 Funding Gap

Bill 23, the More Homes Built Faster Act, reduces development charge revenues and creates a funding gap for municipalities across Ontario. Development charges are used by Wellington County and Member Municipalities to fund important housing-related infrastructure and services such as:

Wellington County

- Roads
- Police
- Ambulance
- Child Care
- Long-Term Care
- Waste Collection and Recycling
- Growth-related Studies

Member Municipalities

- Roads
- Public Works
- Fire
- Parks and Recreation
- Water
- Wastewater
- Growth-related Studies

Without alternative sources of funding to make up the difference, the shortfall would need to be made up by existing taxpayers.

In response to this significant issue, the Minister of Municipal Affairs and Housing has made commitments to ensure that municipalities are “kept whole” for any Bill 23 impacts to their ability to fund housing enabling infrastructure and services. If the new Building Faster Fund is meant to deliver on that promise, it is important to consider that the fund:

- excludes 30 upper-tier municipalities (like Wellington);
- is mainly directed toward 50 large and fast-growing single- and lower-tier municipalities; and
- puts 364 remaining small, rural and northern communities in competition for a 10% funding reserve.

The Building Faster Fund is a temporary fund to reward municipalities that build housing, subject to conditions. The County does not qualify for funding. It is unclear if, or how much, Member Municipalities could benefit from the fund.

All municipalities (upper-tier, lower-tier and single-tier) require permanent and reliable funding for critical housing-related infrastructure and services that have been reduced or exempted by Bill 23 so that the cost is not passed on to the taxpayer.

5.0 Recommendations

That the report New Provincial Housing Fund - Building Faster Fund be received for information; and

That the County Clerk circulate this report to Member Municipalities and AMO for information.

Respectfully submitted,

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

Sarah Wilhelm, RPP, MCIP
Manager of Policy Planning

Attachment: "Ontario Providing New Tools to Municipalities to Build More Homes Sooner" Backgrounder,
Ministry of Municipal Affairs and Housing, August 21, 2023.

BACKGROUND

Ontario Providing New Tools to Municipalities to Build More Homes Sooner

August 21, 2023

[Office of the Premier](#)

[Municipal Affairs and Housing](#)

The Ontario government has assigned housing targets to 21 additional municipalities as part of its plan to build at least 1.5 million homes by 2031. Once these municipalities, through their heads of council, have pledged to achieve their targets, they will have access to the new Building Faster Fund, which will reward municipalities that are on track to meet their housing targets.

Building Faster Fund

The three-year, \$1.2 billion fund will provide up to \$400 million per year to municipalities that have committed in writing to achieve their overall 2031 housing target. Ten per cent of the overall funding will be reserved for small, rural and northern communities that have not yet been assigned a housing target by the province to support unique needs and circumstances.

For municipalities with targets, each municipality's portion of the \$400 million annually will be determined based on their share of the greater provincial housing supply goal, as well as their performance compared to their annual assigned targets. For example, if a municipality's target represents 10 per cent of the province-wide target, that municipality will be eligible for 10 per cent of funding through the Building Faster Fund.

Performance will be evaluated by comparing the municipality's number of housing starts and additional residential units created in a given calendar year against the annual target. Municipalities that are achieving 80 per cent or more of their annual target will be able to access a portion of their allocation. Those that exceed their target will be eligible to receive additional funding. Municipalities that are not achieving at least 80 per cent of their annual target will receive no funding.

If a municipality has a total housing target of 150,000 homes by 2031, this represents 10 per cent of Ontario's target of 1.5 million homes and makes them eligible for \$40 million in annual funding, plus bonus. The Building Faster Fund provides double the funding for every one per cent above 100 per cent of a municipality's target.

If this municipality hits 80 per cent of their annual housing target, they receive \$32 million ($\$40 \text{ million} \times 80\% = \32 million).

If this municipality hits 90 per cent of their annual housing target, they receive \$36 million ($\$40 \text{ million} \times 90\% = \36 million).

If this municipality hits 105 per cent of their annual housing target, they receive \$44 million ($\$40 \text{ million} \times 100\% + (5\% \times 2 = 10\%) = \44 million).

If this municipality hits 110 per cent of their annual housing target, they receive \$48 million ($\$40 \text{ million} \times 100\% + (10\% \times 2 = 20\%) = \48 million).

For the first year of the program, 2023, province-wide housing targets will start at 110,000 new housing starts, which would represent a historic year for Ontario. From there, housing targets will ramp up over time until the province is on track to achieve at least 1.5 million homes by 2031.

Expanding Strong Mayor Powers

Municipalities with targets would also be given strong mayor powers if their head of council has committed to meeting these targets, in writing, by October 15, 2023. These municipalities would then receive strong mayor powers by October 31, 2023 and would be eligible for the Building Faster Fund.

There are now 50 municipalities with assigned municipal housing targets in Ontario:

Municipality	Housing Target to 2031
1. Halton Hills (new)	9,500
2. Aurora (new)	8,000
3. Bradford West Gwillimbury (new)	6,500
4. Kawartha Lakes (new)	6,500
5. Whitchurch-Stouffville (new)	6,500
6. New Tecumseth (new)	6,400
7. Innisfil (new)	6,300
8. Georgina (new)	6,200
9. Norfolk County (new)	5,700
10. Woodstock (new)	5,500
11. Peterborough City (new)	4,700
12. East Gwillimbury (new)	4,300
13. Welland (new)	4,300
14. Haldimand County (new)	4,200
15. Greater Sudbury (new)	3,800
16. Belleville (new)	3,100
17. Thunder Bay (new)	2,200
18. Sault Ste. Marie (new)	1,500

19. Chatham-Kent (new)	1,100
20. North Bay (new)	1,000
21. Sarnia (new)	1,000
22. Toronto	285,000
23. Ottawa	151,000
24. Mississauga	120,000
25. Brampton	113,000
26. Hamilton	47,000
27. London	47,000
28. Markham	44,000
29. Vaughan	42,000
30. Kitchener	35,000
31. Oakville	33,000
32. Burlington	29,000
33. Richmond Hill	27,000
34. Oshawa	23,000
35. Barrie	23,000
36. Milton	21,000
37. Cambridge	19,000
38. Guelph	18,000

39. Whitby	18,000
40. Ajax	17,000
41. Waterloo	16,000
42. Windsor	13,000
43. Clarington	13,000
44. Pickering	13,000
45. Caledon	13,000
46. Newmarket	12,000
47. St. Catharines	11,000
48. Brantford	10,000
49. Kingston	8,000
50. Niagara Falls	8,000

Media Contacts

Caitlin Clark

Office of Premier Ford

Caitlin.Clark2@ontario.ca

Victoria Podbielski

Minister Clark's Office

Victoria.Podbielski2@ontario.ca

Communications Branch

MMA.media@ontario.ca



KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
F 519.837.1909
E kimc@wellington.ca

74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

October 6, 2023

Wellington County
Member Municipality Clerks

Amanda Knight, Township of Guelph/Eramosa
Lisa Campion, Town of Erin
Kerri O’Kane, Township of Centre Wellington
Larry Wheeler, Township of Mapleton
Annilene McRobb, Town of Minto
Karren Wallace, Township of Wellington
Courtenay Hoytfox, Township of Puslinch

aknight@get.on.ca
Lisa.campion@erin.ca
kokane@centrewellington.ca
LWheeler@mapleton.ca
annilene@town.minto.on.ca
kwallace@wellington-north.com
choytfox@puslinch.ca

Good day,

At its meeting held September 28, 2023 Wellington County Council approved the following recommendation from the Planning Committee:

That the report County Official Plan Review – Future Development Land (OPA 123) be received for information; and

That the County Clerk circulate this report to Member Municipalities for information; and

That the draft Future Development Land Amendment (OPA 123) be circulated for comments; and

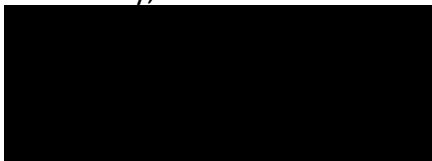
That staff be directed to schedule and hold an open house(s) under the Planning Act to provide the public with opportunities to review and comment on the amendment; and

That the Planning Committee be authorized to hold a public meeting under the Planning Act at the appropriate time.

Enclosed is the County Official Plan review – OPA 123 Future Development Lands Report.

Should you have any questions, please contact Jameson Pickard, Senior Policy Planner at jamesonp@wellington.ca.

Sincerely,



Kim Courts
Deputy Clerk



Committee Report

To: Chair and Members of the Planning Committee
From: Jameson Pickard, Senior Policy Planner
Date: Thursday, September 14, 2023
Subject: **County Official Plan Review – OPA 123 Future Development Lands**



PLANWELL

1. Purpose:

This report provides an overview of draft Official Plan Amendment (OPA) 123 which continues the implementation of the County's completed growth management work through the redesignation of future development lands and other housing and employment policy updates. This is the third Amendment of the County's phased Municipal Comprehensive Review.

2. Background

When the County launched the Official Plan Review ([report PD2019-17](#)), staff kept the option open to do phased official plan amendments to complete the work if there were shifting Provincial, County and local priorities. This has been the case. Since that time, the Province has released the several legislative and growth-related initiatives:

- Amending the 2019 Growth Plan and extending the planning horizon to 2051;
- New land needs assessment methodology;
- Amending the Provincial Policy Statement in 2020;
- Expanding the Greenbelt Plan into Wellington County;
- Provincial approval of OPA 119 with significant modifications; and
- Bill 23, More Homes Built Faster Act, 2022
- Bill 109, More Homes for Everyone Act, 2022
- Bill 97, Helping Homebuyers, Protecting Tenants Act 2023
- Most recently the release of a new Draft Provincial Planning Statement, which is set to replace the current 2019 Growth Plan for the Greater Golden Horseshoe and the 2020 Provincial Policy Statement.

Since the initiation of the County Official Plan Review our consultants, Watson & Associates, have prepared a [Phase 1 MCR Report: Urban Structure and Growth Allocations](#) and a [Phase 2 MCR Report: Land Needs Assessment](#). These documents have served as the basis for Official Plan Amendments 119 and 120 that have been prepared under the Official Plan Review and adopted by County Council.

3. Purpose of Official Plan Amendment

The main purpose of this amendment is to further implement recommendations of the County's Land Needs Assessment and growth management work to ensure suitable lands are available to accommodate forecasted growth in the County to 2051 and beyond. This amendment will:

- Redesignate certain Future Development lands within urban areas to address the results of the Land Needs Assessment.
- Redesignate additional Future Development lands to a Residential designation with a Special Policy Area limiting development until servicing and comprehensive planning requirements are met.
- Introduce new Special Policy Areas in Mapleton to recognize future expansion areas identified through the Township’s approved Growth Management Strategy.
- Implement recommendations from the Township of Wellington North’s approved Community Growth Plan in Arthur.
- Implement supported employment area conversion request in Mount Forest.
- Make housing focused updates to the Central Business District, Residential Transition Area and Highway Commercial policies in the Plan.
- Add new policies to the Industrial and Rural Employment Area sections of the Plan to address the definition change of “area of employment” under the Planning Act.
- Update Additional Residential Unit policies to reflect recent Planning Act changes.
- Redesignate certain lands that were modified by the Province through OPA 119 to an appropriate land use designation. (Centre Wellington has its own Official Plan, Provincial modifications applicable to Fergus and Elora urban centres will be addressed through a local Official Plan Amendment process.)

Other changes proposed through this amendment include minor updates to the existing Future Development, Residential Conversion and Medium Density Development sections of the Plan to provide additional clarity in the application of these policies. Other housekeeping changes proposed include redesignating already developed Future Development lands to an appropriate land use designation and clarifying land use designation applicable to certain properties in Palmerston, Arthur, Mount Forest, and Rockwood.

4. Main Changes Proposed to the Official Plan

The following sections of this report provide a more detailed assessment of the various changes proposed through this amendment.

Redesignation of Future Development Lands

Future Development lands are lands located within some urban centres in the County that are generally vacant, unserviced, and not needed over the planning horizon for development. These areas were placed into the Future Development designation to limit development until such time as a comprehensive review demonstrates that there is a need for the lands. Through this proposed amendment there are three main categories of changes proposed to Future Development lands.

a) Redesignating Future Development Lands to Accommodate Forecasted Growth

The basis for this category of redesignation is tied to the County’s completed Land Needs Assessment work. Through the preparation of the Land Needs Assessment, Future Development

lands were reviewed and, where appropriate, factored into the Land Needs Assessment as suitable lands to help accommodate forecasted growth. Approximately 195 ha (482 ac) of Future Development lands were recommended to be brought online across the County to help address identified land needs and offset the need for urban boundary expansions.

Attached in Appendix 1 of this report is a table summarizing the Land Needs Assessment report findings with suitable Future Development land factored into the land need results. Redesignation of Future Development lands has been identified in the Town of Erin, Township of Mapleton, Town of Minto, and the Township of Wellington North. It is noted that the Town of Erin will be required to review and redesignate Future Development lands in the Village of Erin and Hillsburgh through a locally initiated amendment process to the Town's official plan.

b) Redesignating Future Development Land to Residential Subject to a New Special Policy Area

The basis for this category of redesignation is tied to supporting long-term growth needs and streamlining future development approval processes. In addition to the Future Development land redesignation discussed above, staff are proposing to redesignate additional lands, in some instances beyond what has been rationalized through the Land Needs Assessment. Staff note that with the introduction of the new Draft Provincial Planning Statement, a more flexible environment related to long-term growth management in Ontario has been introduced and offers opportunities to look beyond the current 2051 limit imposed by the previous Provincial policy framework.

Where appropriate, and with consultation of member municipalities, the proposed amendment designates certain lands within the settlement areas of Arthur, Mount Forest, and Drayton as Residential, subject to a Special Policy Area that delays development on these lands until full municipal servicing is available and comprehensive planning has occurred. The benefit of this approach is to remove the requirement of a County Official Plan amendment for lands where the future use is generally known and allow development to proceed faster once the technical aspects needed to support development are in place.

c) Redesignating Future Development Lands that are Developed/Constrained to an Appropriate Land Use Designation

The basis for this category of amendment is more housekeeping in nature and mainly serves to give developed Future Development lands an appropriate land use designation reflective of their built status. Beyond that, some Future Development lands in the County are currently zoned for development and are being redesignated to an appropriate designation to reflect their zoning status. Further, other Future Development lands are vacant, have natural environment constraints for development, or are not anticipated to be serviced by the municipality. The redesignation of these lands provides a limited opportunity for development only where technical challenges can be addressed. It should be noted that this category of Future Development land redesignation accounts for approximately 53 ha (131 ac) of Future Development land redesignation and does not support the long-term growth needs of the County or local municipalities given their occupied or constrained status.

Appendix 2 outlines the total Future Development land areas proposed for redesignation in the Town of Minto, Township of Mapleton, Township of Wellington North, and the Township of Puslinch. In total the amendment proposes to redesignate approximately 278 ha (687 ac) of Future Development land to various community and employment area uses. Schedules A-4, A-7 to A-16 of the draft amendment outline where the various redesignations are proposed to occur in more detail.

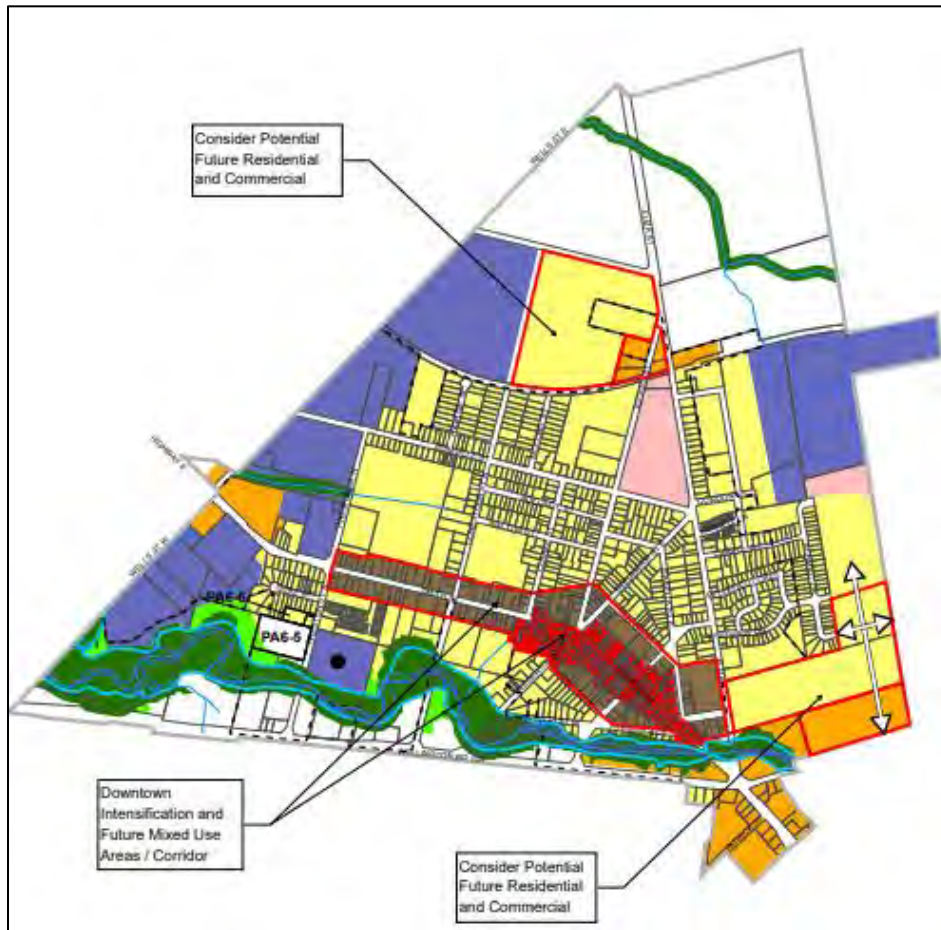
Local Growth Management Strategy Implementation

The Township of Wellington North and the Township of Mapleton have prepared and approved comprehensive growth management strategies to guide future growth decisions in their municipalities. The amendment proposes to implement certain recommendations from these strategies as follows:

a) Expand the Residential Transition Area in Downtown Arthur

The proposed mapping changes to the B6-2 Arthur Land Use Schedule introduce a Residential Transition Area designation in Arthur, as proposed in the Township’s [Community Growth Plan](#). Figure 1 below is an excerpt from the Community Growth Plan showing various recommendations for Arthur Village, with the brown areas representing the proposed location for the Residential Transition Area.

Figure1: Township of Wellington North- Community Growth Plan- Arthur Village Map (2018)

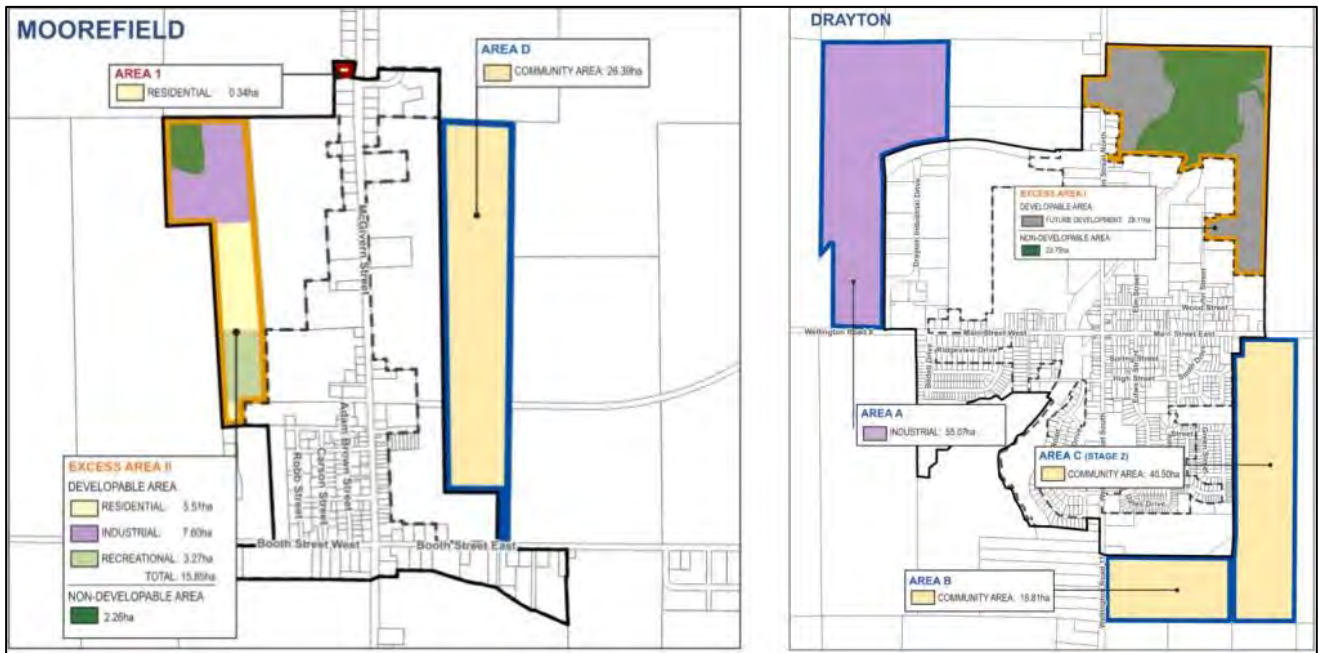


The Residential Transition Area designation provides opportunities for a mix of housing options, jobs, and services in the urban area while not compromising the retail focus of the Downtown Central Business District. The area of redesignation is reflected on Schedule A-14 to A-15 of the draft amendment.

b) Establish New Policy Areas on Lands Outside of Drayton and Moorefield Identified as Urban Expansion Areas by the Township of Mapleton

Through the Township’s recent growth management work, areas in Drayton and Moorefield were identified as future urban expansion areas to help the Township optimize their land supply and support future long-term residential and employment growth in the community. Figure 2 below shows the recommended land optimizations for Drayton and Moorfield (areas A, B, C, and D). The Township has also recently completed a Water and Wastewater Master Plan where these future expansion areas were factored in for future servicing and infrastructure needs.

Figure 2: Township of Mapleton Growth Management Summary- Appendix B Potential Land Optimization (2022)



The amendment proposes to add new Policy Areas as shown on schedules A-5 and A-6 of the amendment, which identify lands as future expansion areas for either employment or community area purposes. Until such time as a comprehensive assessment of applicable Provincial and County policies related to settlement area expansion occurs, these lands will remain in the Prime Agricultural Area designation. The special policy would require the lands be placed in a holding zone in the Township zoning by-law to restrict uses on these lands to current uses.

Further, the Policy Area would clarify how Minimum Distance Separation (MDS) would be measured for new and existing livestock and manure storage facilities to the Policy Area. This is intended to protect the future expansion areas from further incompatible development. Direction is also proposed in the Policy Area to guide future development on the expansion lands once an expansion does occur. The policy areas would require the strategic location of future stormwater

management infrastructure, parkland, parking, and storage areas in the areas of influence by the livestock operations. This is intended to mitigate impacts on agricultural operations immediately adjacent to the future expansion areas. The policy areas also recognize that it may be appropriate to permit MDS II variances for certain livestock operations in the future to allow for their continued and controlled expansion.

Employment Area Conversion Requests

The Growth Plan for the Greater Golden Horseshoe (Growth Plan) requires employment area conversion requests to be considered and evaluated through a Municipal Comprehensive Review (MCR). Accordingly, the County put out a call for employment area conversion requests in April of 2021 and received a total of six requests made by members of the public and local municipalities.

Through the County's growth management work, these requests were reviewed, and recommendations were made to support four of the six requests. The supported requests are in Mount Forest (1), Elora (1), and Fergus (2). The detailed review and recommendations related to these requests are contained in section 5 of the County's [Phase 2 M.C.R. Report: Urban Land Needs Assessment](#).

The proposed amendment looks to implement the supported employment area conversion request in Mount Forest along Sligo Road by redesignating a small 2 ha (5 ac) portion of the lands to Highway Commercial as shown on Schedule A-10 of the draft amendment. We note that the original conversion request for this property was significantly larger in area. The County's review determined that the larger conversion had the effect of impacting the broader employment area in northeast Mount Forest and that a smaller conversion was appropriate.

Staff note that a local amendment to the Centre Wellington Official Plan will be needed to implement the Fergus conversion requests. Further we note that two of the employment area conversion requests received by the County in Arthur and Elora were recently included in the Provincial modifications made to Official Plan Amendment 119. These are discussed in more detail below.

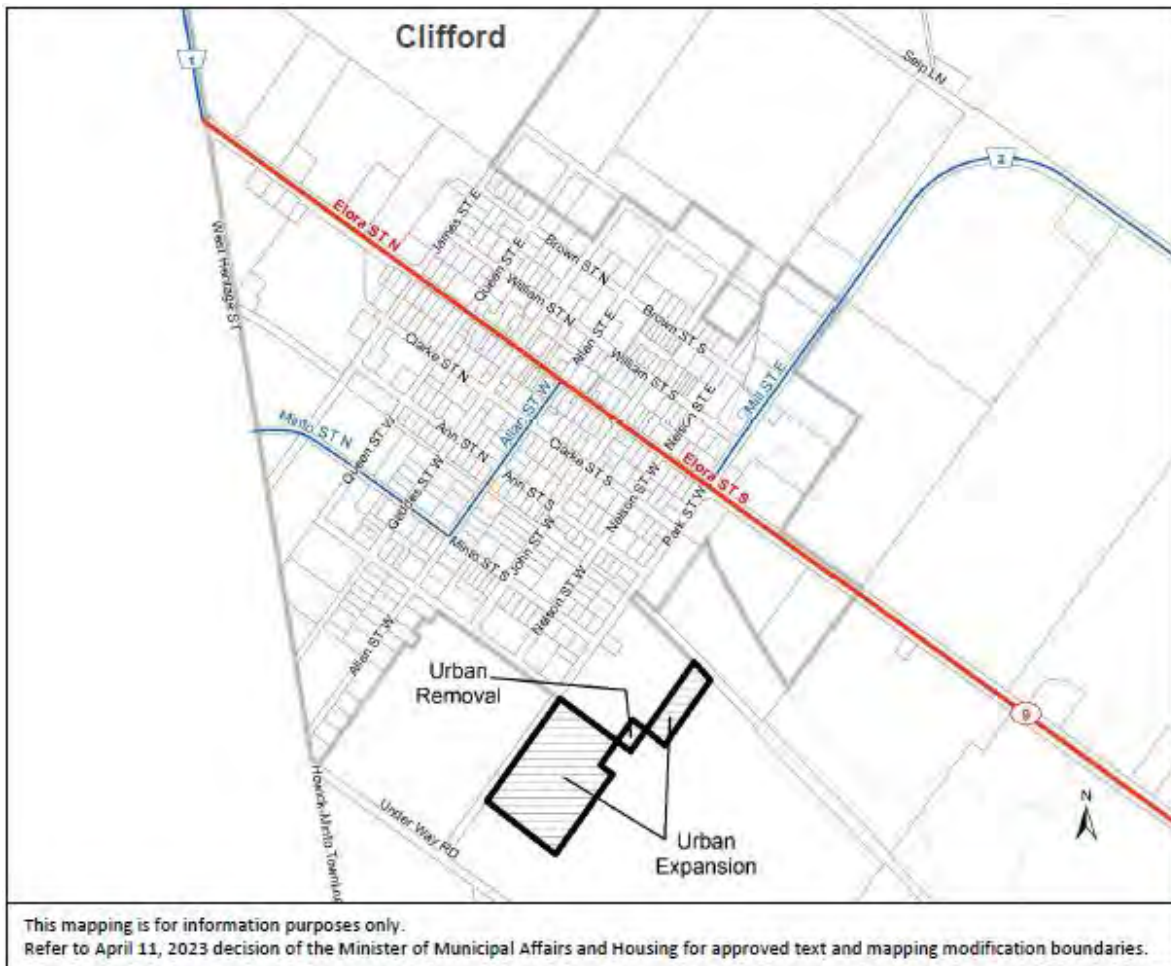
Implementation of Official Plan Amendment 119 Provincial Modifications

The Province made significant text and mapping modifications to County Official Plan Amendment 119 when it issued its decision on April 11, 2023. Several of the mapping modifications require additional mapping changes to place these lands into an appropriate land use designation in the Official Plan. The proposed amendment will redesignate three modification areas as follows:

a) Clifford Urban Boundary Expansion – Lands will be Redesignated Residential

The Provincial boundary expansion of Clifford was approximately 6 ha (15 ac), as shown in Figure 3 below. The redesignation of these lands to a residential designation is appropriate given that there was a Community Area land need identified in the Town of Minto through the County Land Needs Assessment work, and our municipal infrastructure assessment determined that Clifford's water and wastewater services had surplus capacity to accommodate growth beyond their 2051 forecast. Schedule A-7 of the draft amendment shows the redesignation of these lands in more detail.

Figure 3: Provincial Urban Expansion (Clifford)

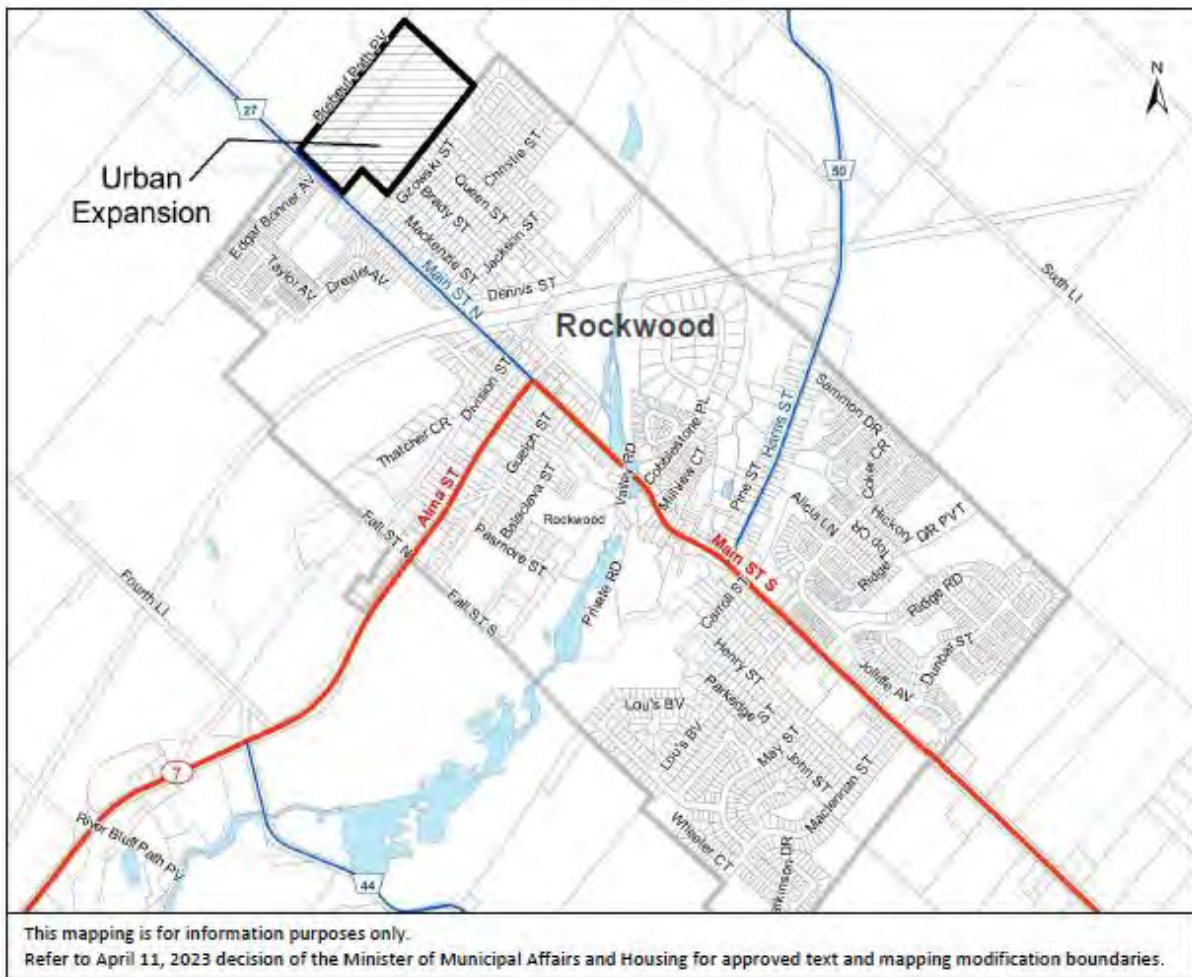


b) Rockwood Urban Boundary Expansion – Lands will be Redesignated Future Development

The Provincial expansion to Rockwood was approximately 15 ha (37 ac), as shown in Figure 4 below. The redesignation of these lands to the Future Development designation is appropriate considering the limited wastewater capacity available to service these lands over the long term. The redesignation of these lands will be subject to the future development policies, which limit development until such time as the County or Township demonstrate that there is a need for the lands and that appropriate servicing is available.

It is noted that Planning Staff are also proposing a slight modification to the urban limits to better align the urban boundary with the parcel fabric in the area. This is shown on Schedule A-1 to A-3 of the draft amendment. This minor adjustment will result in a reduction of the Rockwood urban centre by approximately 2 ha (5 ac) and remove parcels that would otherwise be fragmented by the urban limit.

Figure 4: Provincial Urban Expansion (Rockwood)

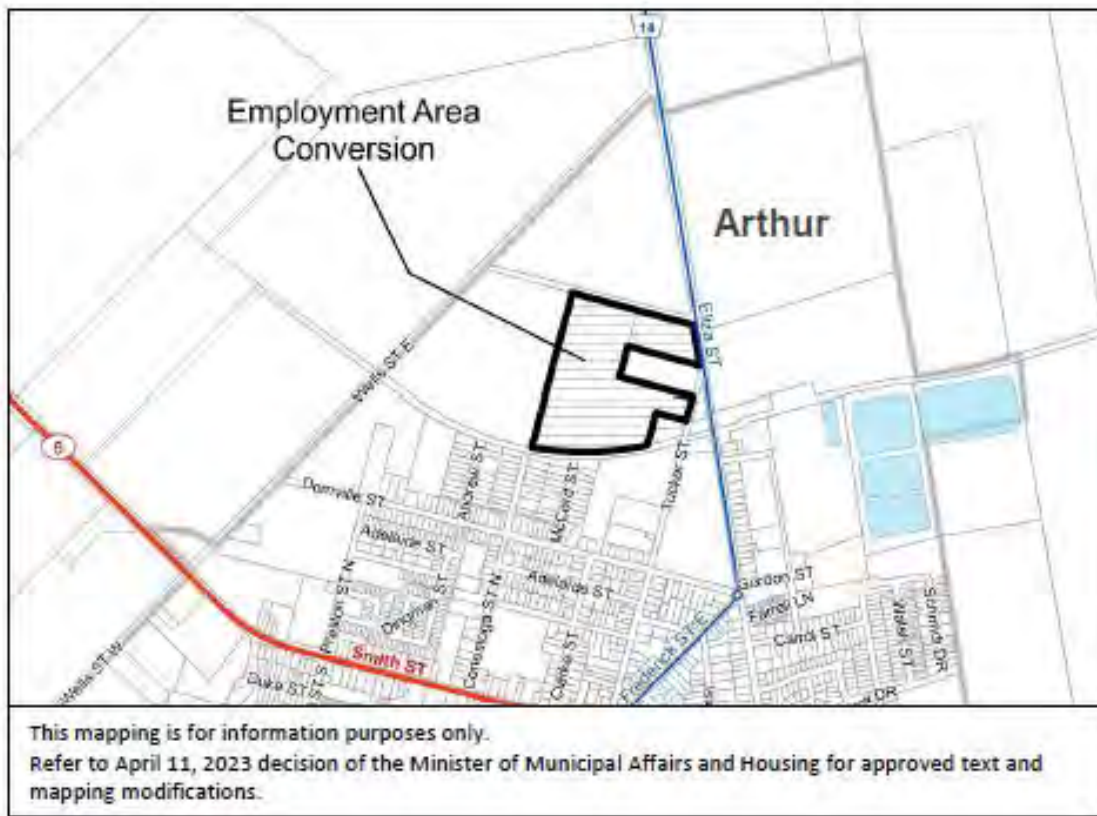


c) Arthur Employment Area Conversions – Lands will be Redesignated Residential Subject to a Special Policy Area

The employment area conversion request located in North Arthur along Eliza St./Tucker St. was not supported by the County’ growth management work and was recommended to remain within the industrial land use designation. The Province, through the approval and modification of OPA 119, removed these lands from the industrial designation and placed them within the Greenfield Area.

The subject lands are approximately 14 ha (35 ac) and are shown in Figure 5 below. Its proposed that these lands be designated Residential, subject to a Special Policy Area that limits development on these lands until full municipal servicing is available and comprehensive planning has occurred. This is an appropriate designation that implements the anticipated designation for these lands in the Township’s Community Growth Plan and respects the current capacity issues that exist at the Arthur wastewater treatment plant. The local municipality, through future growth management exercises, infrastructure investment, and servicing allocation, will dictate the phasing of future growth in the Village of Arthur.

Figure 5: Provincial Employment Area Conversion (Arthur)

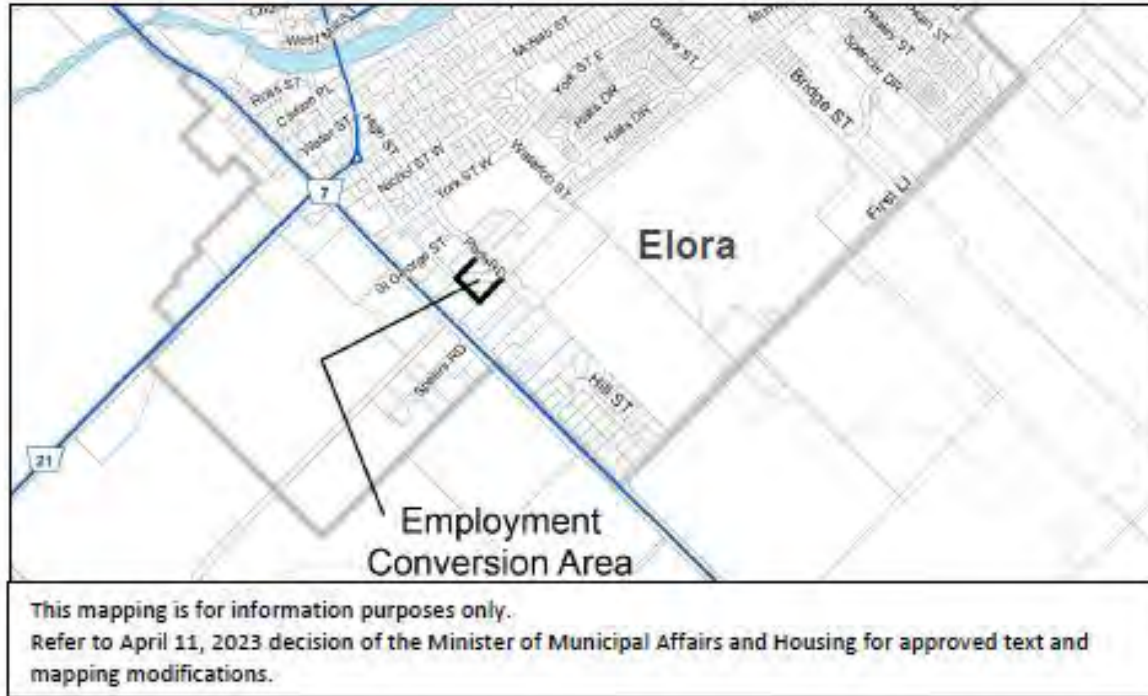


d) 22 Park Road Employment Area Conversion Request (For Information, Not being addressed through this Amendment)

It's noted that the employment area conversion request at 22 Park Road in Elora was received by the County and supported by our growth management work.

The Employment Area Conversion request was to convert the 0.17 ha (1.7 ac) property to a Highway Commercial designation from an Industrial designation, as shown in Figure 6 below. During the Provincial approval and modification of Official Plan Amendment 119, the Province advanced this request by removing the industrial designation of these lands from the County Official Plan. At the time of preparing this report, Township Planning Staff had received local planning applications to redesignate and rezone the lands to an appropriate highway commercial category.

Figure 6: Provincial Employment Area Conversion (Elora)



Housing Updates to Central Business District, Residential Transition Area, and Highway Commercial Official Plan Policies

County Staff are proposing to make housing supportive updates to the Central Business District, Residential Transition Area, and Highway Commercial Official Plan policies. These designations already permit various forms of housing and mixed-use development but offer limited direction on the design and scale of these uses. Proposed changes look to provide more guidance around mixed-use and multi-unit developments to ensure that compatibility and function are prioritized and link to the appropriate residential development policies in the Official Plan.

Continuation of Permitted Employment Uses

The Planning Act was recently amended through Bill 97, Helping Homebuyers, Protecting Tenants Act, 2023. Included in the changes was a revised definition of area of employment under the Act. We note that Bill 97 received royal assent on June 8th, 2023, however, the revised definition will come into effect on a date to be proclaimed by the Lieutenant Governor.

Below is a table that compares the old and new definitions of area of employment. The new definition has created a more restrictive definition and expressly excludes institutional and commercial uses from employment areas. A transition provision was included in the legislation that allows municipalities to put in place Official Plan policies that authorize the continuation of uses that are now not permitted in “areas of employment”, provided that these uses were lawfully established before the day the transition provision is proclaimed into force (subsection 1(1) of Schedule 6 to the Helping Homebuyers, Protecting Tenants Act, 2023).

As a first step, this amendment proposes to add new policies under Section 6.8 (Rural Employment Area) and Section 8.7 (Industrial), to permit the continuation of lawfully established commercial and institutional uses in employment areas. This is a time sensitive change and will ensure that these uses are protected and recognized in policy once the new definition is proclaimed into force. Through a separate amendment, County Staff will comprehensively review and address the Official Plan employment policies to align with the new area of employment definition under the Planning Act.

Area of Employment - Planning Act Definition Comparison	
Old	New
<p>1.(1) interpretation</p> <p>“area of employment” means an area of land designated in an official plan for clusters of business and economic uses including, without limitation, the uses listed in subsection (5), or otherwise prescribed by regulation;</p> <p>(5) Uses re “area of employment”</p> <p>The uses referred to in definition of “area of employment is subsection (1) are,</p> <ul style="list-style-type: none"> a) Manufacturing uses; b) Warehousing uses; c) Office uses; d) retail uses thar are associated with uses mention in clause a) to c); and e) facilities that are ancillary to uses mention ins clause a) to d). 	<p>1.(1) interpretation</p> <p>“area of employment” means an area of land designated in an official plan for clusters of business and economic uses, those being uses that meet the following criteria:</p> <ul style="list-style-type: none"> 1) the uses consist of business and economic uses, other than uses referred to in paragraph 2, including the following: <ul style="list-style-type: none"> i. Manufacturing uses. ii. Uses related to research and development in connection with manufacturing anything. iii. Warehousing uses, including uses related to the movement of goods. iv. Retail uses and office uses associated with uses mentioned in subparagraphs i to iii. v. Facilities that are ancillary to uses mentioned in subparagraphs i to iv. vi. Any other prescribed business and economic use. 2) The uses are not any of the following uses: <ul style="list-style-type: none"> i. Institutional uses ii. Commercial uses, including retail and office uses not referred to in subparagraph 1 iv.

Additional Residential Units

On October 25, 2022, the Ontario government introduced Bill 23, More Homes Built Faster Act. This Bill made several changes to the Planning Act, including updates to the additional residential unit provisions under the Act. These changes took effect on November 28, 2022.

The table below provides a comparison of the old and new legislative direction related to Additional Residential Units. Staff note that the legislative changes were generally in line with the County’s current policy approach for additional residential units, however, there was a provision added that clarifies that up to two additional residential units are permitted within a single detached, semi-detached, and townhouse dwelling. This unit arrangement is currently not contemplated in our policies, and the draft amendment proposes to clarify this additional permission in Section 4.4.6 (Additional Residential Units) of the Official Plan.

Planning Act - Recent Additional Residential Unit Changes	
Old	New
<p>Additional residential unit policies</p> <p>(3) An official plan shall contain policies that authorize the use of additional residential units by authorizing,</p> <ul style="list-style-type: none"> (a) the use of two residential units in a detached house, semi-detached house or rowhouse; and (b) the use of a residential unit in a building or structure ancillary to a detached house, semi-detached house or rowhouse. 2019, c. 9, Sched. 12, s. 2 (1). 	<p>Restrictions for residential units</p> <p>(3) No official plan may contain any policy that has the effect of prohibiting the use of,</p> <ul style="list-style-type: none"> (a) two residential units in a detached house, semi-detached house or rowhouse on a parcel of urban residential land, if all buildings and structures ancillary to the detached house, semi-detached house or rowhouse cumulatively contain no more than one residential unit; (b) three residential units in a detached house, semi-detached house or rowhouse on a parcel of urban residential land, if no building or structure ancillary to the detached house, semi-detached house or rowhouse contains any residential units; or (c) one residential unit in a building or structure ancillary to a detached house, semi-detached house or rowhouse on a parcel of urban residential land, if the detached house, semi-detached house or rowhouse contains no more than two residential units and no other building or structure ancillary to the detached house,

	<p>semi-detached house or rowhouse contains any residential units. 2022, c. 21, Sched. 9, s. 4 (1).</p> <p>Same, parking</p> <p>(3.1) No official plan may contain any policy that has the effect of requiring more than one parking space to be provided and maintained in connection with a residential unit referred to in subsection (3) other than the primary residential unit. 2022, c. 21, Sched. 9, s. 4 (1); 2023, c. 10, Sched. 6, s. 3.</p> <p>Same, minimum unit size</p> <p>(3.2) No official plan may contain any policy that provides for a minimum floor area of a residential unit referred to in subsection (3). 2022, c. 21, Sched. 9, s. 4 (1).</p> <p>Policies of no effect</p> <p>(3.3) A policy in an official plan is of no effect to the extent that it contravenes a restriction described in subsection (3), (3.1), or (3.2). 2022, c. 21, Sched. 9, s. 4 (1)</p>
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Other Changes

There are a number of other minor or housekeeping changes that are being contemplated through the proposed amendment, which include the following:

- Minor policy changes to the Medium Density Development policy section (8.3.5) of the Plan to provide clarification around density targets applicable for townhouse developments. The proposed changes look to modernize this policy to appropriately address modern forms of townhouse development, such as stacked and back-to-back townhouses, that we see today.
- Minor policy changes to the Future Development section (8.10) of the Plan to clarify when these lands can be redesignated and developed.
- Minor policy changes to the Residential Conversion section (8.3.6) of the Plan to clarify that this policy applies when more than two additional residential units are proposed to be added to a single detached dwelling.

- Other mapping changes proposed would correct or clarify the appropriate land use designation and boundaries applicable to certain properties in Palmerston, Arthur, and Mount Forest.

5. Shifting Land Use Planning Context

As the Planning Committee is aware, the new Provincial Planning Statement (PPS 2023) is actively being reviewed by the Province and is anticipated to be released in the fall of 2023. This will replace the current 2020 Provincial Policy Statement and 2019 Growth Plan for the Greater Golden Horseshoe. The proposed PPS 2023 will significantly alter the land use planning framework in the County and create a more flexible policy environment, particularly related to growth management.

The continual policy changes that have occurred at the Provincial level over the past few years have created a difficult environment for policy development and implementation. The proposed amendment sets out certain changes that will be dependent on the flexible policy environment proposed in the new Provincial Planning Statement. Particularly, redesignating more Future Development lands than justified through the Land Needs Assessment and not identifying certain Future Development lands as excess lands in Mount Forest and Mapleton.

Planning Staff are attempting to strike a reasonable balance in proposed policies and redesignations that limits risk and still permits some level of advancement with our Official Plan updates. Planning Staff discussed this amendment with Ministry Staff and received some level of comfort that this approach was appropriate given the circumstances.

6. Conclusion

This amendment is of strategic importance to the successful implementation of a growth strategy to support anticipated housing and population growth in the County to 2051. Planning staff are satisfied that the proposed amendment should be circulated to County departments, local municipalities, Indigenous communities, commenting agencies, and individuals or organizations on the mailing list and should be made available to the public for comment and discussion at a public meeting.

The Draft Future Development Land Amendment (OPA 123) is attached to this report in Appendix 3 and posted online at:

<https://www.wellington.ca/en/resident-services/pl-official-plan-review.aspx>

Recommendation:

That the report County Official Plan Review – Future Development Land (OPA 123) be received for information.

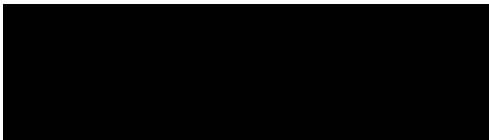
That the County Clerk circulate this report to Member Municipalities for information.

That the draft Future Development Land Amendment (OPA 123) be circulated for comments.

That staff be directed to schedule and hold an open house(s) under the Planning Act to provide the public with opportunities to review and comment on the amendment.

That the Planning Committee be authorized to hold a public meeting under the Planning Act at the appropriate time.

Respectfully submitted,



Jameson Pickard B.URPL , MCIP, RPP
Senior Policy Planner

- Appendix A - Land Need Assessment Results Summary
- Appendix B – Summary of Future Development Land Redesignation
- Appendix C - Draft Official Plan Amendment No.123 (Future Development Lands)

APPENDIX 1

Land Need Assessment Results Summary

Figure 6-1
County of Wellington
Summary of Land Needs, Adjusted for Recommended Employment Area Conversions

Area Municipality	Redesignation of Future Development Lands to Community Area	Community Area S.A.B.E., ha	Community Area Excess, ha	Urban Employment Area S.A.B.E., ha	Rural Employment Area Needs, ha	Urban Employment Area Excess, ha
Centre Wellington	-	238	-	160	-	-
Mapleton	15	34	-	9	-	-
Minto	61	18	-	-	-	-
Wellington North	81	-	89	-	-	40
Puslinch	-	-	-	-	30	-
Guelph-Eramosa	-	-	-	-	-	-
Erin	38	-	-	23	-	-
County of Wellington	195	290	89	192	30	40

Note: Adjusted for recommended Employment Area to Community Area conversions in the Township of Wellington North (2 ha) and the Township of Centre Wellington (14 ha). Conversion of sites in the Township of Centre Wellington includes 5 ha in the B.U.A. and 9 ha in D.G.A. Lands in the B.U.A. provide intensification opportunities and do not reduce Community Area land needs.

[Source: Phase 2 M.C.R Report: Urban Land Needs Assessment- Final Report](#)

APPENDIX 2

Proposed Future Development Land Redesignations

Town of Minto Future Development Land Redesignation (Area in Ha)

Community Area Redesignations				
Official Plan Designation	Clifford	Harriston	Palmerston	Total
Residential	6	13	48	67
Recreational	0	0	1	1
Total	6	13	49	68 ha
Employment Area Redesignation				
Official Plan Designation	Clifford	Harriston	Palmerston	Total
Industrial	0	2	4	6
Total	0	2	4	6 ha

Township of Mapleton Future Development Land Redesignation (Area in Ha)

Community Area Redesignations			
Official Plan Designation	Drayton	Moorefield	Total
Residential	15	0	15
Residential (New SPA)	21	0	21
Total	36	0	36 ha
Employment Area Redesignation			
Official Plan Designation	Drayton	Moorefield	Total
Industrial	0.20	0	0.20
Total	0.2	0	0.20 ha

Township of Wellington North Future Development Land Redesignation (Area in Ha)

Community Area Redesignations			
Official Plan Designation	Mount Forest	Arthur	Total
Residential	9	25	34
Residential (New SPA)	113	2	115
Highway Commercial	1	6	7
Recreational	0.2	2	2.2
Total	123.2	35	158.2 ha
Employment Area Redesignation			
Official Plan Designation	Mount Forest	Arthur	Total
Industrial	4	0	4
Total	4	0	4 ha

Township of Puslinch Future Development Land Redesignation (Area in Ha)

Community Area Redesignations		
Official Plan Designation	Aberfoyle	Total
Residential	6	6
Total	6	6 ha

APPENDIX 3

Draft Official Plan Amendment No.123 (Future Development Lands)

AMENDMENT NUMBER 123
TO THE OFFICIAL PLAN FOR THE
COUNTY OF WELLINGTON

September 14, 2023
Circulation Draft

COUNTY OF WELLINGTON
GENERAL AMENDMENT
(Future Development Lands)

Important Notice: This draft Amendment to the Official Plan for the County of Wellington may be revised at any point prior to County Council's consideration as a result of public input, agency comments, and further review by the County of Wellington.

THE CORPORATION OF THE COUNTY OF WELLINGTON

BY-LAW NO. _____

A By-law to adopt Amendment No. 123
to the Official Plan for the County of Wellington.

The Council of the Corporation of the Wellington, pursuant to the provisions of the Planning Act, R.S.O. 1990, as amended, does hereby enact as follows:

1. THAT Amendment Number 123 to the Official Plan for the County of Wellington, consisting of the text and attached maps and explanatory text, is hereby adopted.
2. THAT this By-law shall come into force and take effect on the day of the final day of passing thereof, subject to the provisions of the Planning Act, R. S. O., 1990 as amended.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 202__.

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 202__.

WARDEN

CLERK

**AMENDMENT NUMBER 123
TO THE
COUNTY OF WELLINGTON OFFICIAL PLAN**

INDEX

PART A - THE PREAMBLE

The Preamble provides an explanation of the proposed amendment including the purpose, location, and background information, but does not form part of this amendment.

PART B - THE AMENDMENT

The Amendment describes the changes and/or modifications to the Wellington County Official Plan, which constitute Official Plan Amendment No. 123.

PART C - THE APPENDICES

The Appendices, if included herein, provide information related to the Amendment, but do not constitute part of the Amendment.

PART A - THE PREAMBLE

PURPOSE

The main purpose of this amendment is to further implement recommendations of the County's Land Needs Assessment (LNA) and growth management work to ensure suitable lands are available to accommodate forecasted growth in the County to 2051 and beyond. This amendment will:

- Redesignate certain Future Development lands to address the results of the LNA.
- Redesignate additional Future Development lands to a Residential designation with a Special Policy Area delaying development until servicing and comprehensive planning requirements are met.
- Introduce new Special Policy Areas in Mapleton to recognize future expansion areas identified through the Township's approved Growth Management Strategy.
- Implement recommendations from the Township of Wellington North's approved Growth Management Strategy for Arthur.
- Implement supported employment area conversion request in Mount Forest.
- Make housing focused updates to the Central Business District, Residential Transition Area and Highway Commercial designations.
- Add new policies to the Industrial and Rural Employment Area sections of the Official Plan to address the definition change of "area of employment" under the Planning Act.
- Update Additional Residential Unit policies to reflect recent Planning Act changes.
- Redesignate certain lands that were modified by the Province through OPA 119 to an appropriate land use designation.
- Refine Provincially-expanded limit of Rockwood to follow logical lot lines.

Other changes proposed through this amendment include updates to the existing Future Development, Residential Conversion, and Medium Density Development sections to provide additional clarity in the application of these policies. Other housekeeping changes proposed include redesignating already developed Future Development lands to an appropriate land use designation and clarifying land use designation applicable to certain properties in Palmerston, Arthur, Mount Forest, and Rockwood.

LOCATION

The lands subject to the proposed amendment are located within the Township of Guelph/Eramosa, Township of Mapleton, Town of Minto, Township of Puslinch and the Township of Wellington North and more specifically, in the Urban Centres of Rockwood, Drayton, Clifford, Harriston, Palmerston, Aberfoyle, Mount Forest and Arthur. Certain policy changes proposed will apply broadly across the County of Wellington.

BACKGROUND

In September 2019, County Council authorized the Planning and Development Department to proceed with the County Official Plan Review, which includes a municipal comprehensive review (MCR) component under the Growth Plan for the Greater Golden Horseshoe (Growth Plan, 2019 as amended). The Minister of Municipal Affairs and Housing has advised that municipalities may choose to use a phased approach, which includes more than one official plan amendment, to achieve conformity with the Growth Plan.

This is the third Amendment of the County's phased MCR. The first amendment was OPA 119, which was adopted by County Council on May 26, 2022, and approved with modifications by the Province on April 11, 2023. The second amendment was OPA 120, which was adopted by County Council on February 23, 2023, and at the time of preparing this amendment was still before the Province for approval.

BASIS

The County of Wellington, as the upper-tier government, is responsible for long range growth management and planning in Wellington. In this role Wellington is tasked with ensuring that there is sufficient land available in our member municipalities to accommodate forecasted growth to the 2051 and that a modern policy framework is in place to guide growth to achieve healthy vibrant communities.

The policy basis for this amendment is set out in A Place to Grow: Growth Plan for the Greater Golden Horseshoe ("Growth Plan"), Provincial Policy Statement, 2020 (PPS) and further in the County's recently completed land needs assessment report.

Together these Provincial policies and technical documents establish a framework and technical rationale to support forecasted growth in Wellington to 2051 and ensures adequate lands are available to accommodate that growth within Wellington County's communities. This amendment is being processed under Section 26 of the Planning Act.

PUBLIC AND AGENCY INPUT

A Special Meeting of County Official was held in June 2021 for the Official Plan Review.

This Official Plan Amendment (OPA 123) has been informed by previous consultations on the Phase 2 MCR Report: Land Needs Report- Final which included:

- Technical Resource Team (TRT) meetings through 2021
- Ongoing discussions with Ministry of Municipal Affairs and Housing staff
- Virtual Public Information Centre (PIC) to present Draft Phase 2 Report in December 13th, 2021
- Circulation of draft Phase 2 Report for comment from April to May 2022 to Member Municipalities, Indigenous communities, agencies, members of the public and stakeholders

- Local Council Presentations and meetings by request
- Documentation of Municipal feedback is reported in Planning Committee report PD2022-20
- Municipal Growth Management Strategies for the Township's of Mapleton and Wellington North.

Documentation of growth forecasts and allocations and feedback is reported in Planning Committee Report PD 2022-07.

PART B - THE AMENDMENT

All of this part of the document entitled **Part B - The Amendment**, consisting of the following text and mapping constitutes **Amendment No.123** to the Official Plan for the County of Wellington.

DETAILS OF THE AMENDMENT

The Official Plan of the County of Wellington is hereby amended as follows:

Part 4 – GENERAL COUNTY POLICIES

1) THAT Section 4.4 Housing is amended by:

- a. Deleting bullet a) in section 4.4.6 Additional Residential Units and replacing it will the following:

“a) The use of up to two Additional Residential Units in single detached dwelling, semi-detached dwelling or rowhouse; and”

- b. Deleting the phrase “one Additional Residential Unit” in the first paragraph of section 4.4.6.1 Additional Residential Units within a Main Residence and replacing it with the phrase “up to two Additional Residential Units”.
- c. Adding the following new text immediately after the phrase “a residential unit does not exist in an *ancillary* building on the property” in the first paragraph of section 4.4.6.2 Additional Residential Units within an Ancillary Building or Structure:

“or where two additional residential units exist in the primary dwelling.”

PART 6 - THE RURAL SYSTEM

2) THAT Section 6.8 Rural Employment Areas is amended by adding the following new subsection:

“6.8.5 Continuation of Permitted Use

Pursuant to subsections 1 (1.1) and (1.2) of the Planning Act, uses in the Rural Employment Area that do not conform with the definition of “area of employment” as identified in the Planning Act as:

- Manufacturing uses;
- Uses related to research and development in connection with manufacturing anything;
- Warehousing uses, including uses related to the movement of goods;

- Retail uses and office uses that are associated with manufacturing and warehousing;
- Facilities that are ancillary to manufacturing and warehousing; and
- Any other prescribed business and economic uses.

are permitted where the use has been lawfully established on the parcel of land before [Month, Day, Year¹].

1 Day before subsection 1 (1) of Schedule 6 to the Helping Homebuyers, Protecting Tenants Act, 2023 came into force.”

PART 8 - DETAILED PRIMARY AND SECONDARY URBAN CENTRE POLICIES

3) THAT Section 8.3 Residential is amended by:

- Deleting the “ ; ” at the end of the bullet a) in section 8.3.5 Medium Density Development and adding a “ . ”.
- Adding the following new paragraph to the end of bullet a) in section 8.3.5 Medium Density Development:

“Notwithstanding the above, stacked or back-to-back townhouses, which exceed the 35 units per hectare density, will be considered apartments for purposes of this section;”

- Deleting the first paragraph in section 8.3.6 Residential Conversion and replacing it with the following:

“The Zoning By-law may also provide for the conversion of existing single detached dwellings where more than two additional residential units are proposed to be added provided that the following criteria are satisfactorily met:”

- Deleting the phrase “one or” in bullet a) of section 8.3.6 Residential Conversion.
- Adding the following paragraph to the end of section 8.3.6 Residential Conversion:

“ Proposals which seek to add no more than two additional residential units within a single detached dwelling will be subject to section 4.4.6 of this Plan.”

4) THAT Section 8.4 Central Business District is amended by:

- Adding the following new bullet c) to the list of bullets in section 8.4.2 Objectives and renumbering the subsequent bullets:

“c) to provide opportunities for higher density residential mixed-use *development* that support viable downtowns and provides additional housing choices in the community;”

- b. Deleting the second paragraph in section 8.4.3 Permitted Uses and replacing it with the following:

“Residential *development* may be permitted through mixed-use developments within this designation provided that retail, office or service commercial uses are located at street level. Where residential development is proposed it shall conform with the policies of the residential designation, except where this section provides more detailed direction.”

- c. Deleting the second sentence of the first paragraph in section 8.4.4 Scale of Development.

- d. Deleting the first paragraph in section 8.4.6 Design Considerations and replacing it with the following:

“When considering any *development* or *redevelopment* within the CBD, site design standards which provide aesthetically acceptable and pedestrian friendly development will be encouraged. Site plan control will be used to ensure effective design of new *development* is achieved.

Council shall ensure the design of the *development* with respect to building height, bulk, setback, landscaping, parking and vehicular circulation is functional and integrated with surrounding *development*. Adequate parking, loading and waste collection areas for permitted land uses shall be provided on site and will be directed to the rear yard, where practical, and be appropriately screened from adjacent land uses.

In addition, where mixed-use *development* is proposed commercial and residential uses on the site will be designed to minimize potential conflicts and provide a safe and attractive pedestrian environment for residents and visitors.”

- e. Adding new subsection 8.4.7 and re-numbering the subsequent sections as follows:

“8.4.7 Zoning By-law

Within the CENTRAL BUSINESS DISTRICT municipalities may establish zoning provisions to permit and regulate land use.

The Zoning by-law may require on-site parking, landscaping, buffering, setbacks, maximum lot coverage and building heights and other provisions deemed appropriate by the municipality to achieve desirable development and appropriate transition to adjacent land uses.”

5) THAT Section 8.5 Residential Transition Area is amended by:

- a. Deleting the two paragraphs in section 8.5.1 Overview and replacing it with the following:

“ The RESIDENTIAL TRANSITION AREA as illustrated on Schedule “B” is intended to provide an opportunity for non-retail commercial uses as well as other community services outside of the Central Business District. These uses do not generate the same level of vehicular and pedestrian traffic as the Central Business District, which is intended to be the primary focus for retail commercial uses catering to local community needs.”

- b. Deleting bullet b), in section 8.5.2 Objectives and replacing it with the following:

“b) to provide opportunities for residential *development* in close proximity to downtown cores through compatible residential and mixed-use developments.”

- c. Adding the phrase “and where appropriate incorporated into new *development*” after the phrase “are protected” in bullet f), of section 8.5.2 Objectives.

- d. Deleting the first paragraph in section 8.5.3 Permitted uses and replacing it with the following:

“ The RESIDENTIAL TRANSITION AREA as illustrated on Schedule “B” of the Plan, is designated to accommodate a range of uses, including mixed-use *development*. In addition to the uses allowed in the RESIDENTIAL designation, a wide variety of non-retail and service function uses may be permitted. These may include, but are not limited to, professional offices, studios, clinics, personal service establishments, day care centres and nursing homes. Ancillary retail uses secondary to the main service function use may also be permitted.”

- e. Deleting the last sentence in the second paragraph of section 8.5.3 Permitted Uses.

- f. Deleting the last sentence of the first paragraph in section 8.5.4 Scale of Development and replacing it with the following:

“Residential and mixed-use *development* may take a variety of forms ranging from single detached dwellings to appropriately scaled multi-unit and mixed-use buildings with commercial uses located at street level.”

- g. Adding the following text immediately before the first paragraph in section 8.5.5 Design Considerations:

“When considering any *development* or *redevelopment* site design standards will be encouraged which provide aesthetically acceptable and pedestrian friendly *development*. Site plan control will be used, where permitted, to ensure effective design of new *development* is achieved.

Council shall ensure the design of the *development* with respect to building height, bulk, setbacks, landscaping, and vehicular circulation is functional and integrated with surrounding *development*. Adequate parking, loading and waste collection areas for permitted land uses shall be provided on the site and will be directed to the rear yard, where practical, and be appropriately screened from adjacent land uses.

In addition, where a mixed-use *development* is proposed the commercial and residential uses on the site will be designed to minimize potential conflicts and to provide a safe and attractive pedestrian environment for residents and visitors.”

- h. Adding new subsection 8.5.6 and re-numbering the subsequent sections as follows:

“8.5.6 Zoning By-law

Within the RESIDENTIAL TRANSITION AREA municipalities may establish zoning provisions to permit and regulate land use.

The Zoning by-law may require on-site parking, landscaping, buffering, setbacks, maximum lot coverage and building heights and other provisions deemed appropriate by the municipality to achieve desirable development and appropriate transition to adjacent land uses.”

- 6) THAT Section 8.6 Highway Commercial area is amended by:

- a. Adding the following new bullet d) to the end of the list of bullets within section 8.6.2 Objectives:

“d) to provide opportunities for mixed-use *development* that does not negatively impact the planned function of HIGHWAY COMMERCIAL areas.

- b. Adding the phrase “grocery stores and other” after the phrase “automotive sales and services,” in the first paragraph of section 8.6.3 Permitted Uses.
- c. Deleting the phrase “subject to the provisions of the Zoning By-law” at the end of the first paragraph in section 8.6.3 Permitted Uses.
- d. Deleting the second and third paragraph in section 8.6.3 Permitted Uses and replacing it with the following:

“Residential *development* may be permitted through mixed-use *developments* provided that commercial uses are located at street level, and land use compatibility can be addressed. Where residential *development* is proposed it shall conform with policies of the residential designation, except where this section provides more detailed direction.”

- e. Deleting the paragraph in section 8.6.4 Scale of Development and replacing it with the following:

“ Low density and low coverage commercial *development* will be directed to HIGHWAY COMMERCIAL areas.”

- f. Deleting the paragraph in section 8.6.6 Design Considerations and replacing it with the following:

“When considering any new *development* or *redevelopment* site design standards will be encouraged which provide aesthetically acceptable and pedestrian friendly *development*. Site plan control will be used to ensure effective design of new *development* is achieved.

Council shall ensure the design of the *development* with respect to building height, bulk, setbacks, landscaping, and vehicular circulation is functional and integrated with surrounding *development*. Adequate parking, loading, storage and waste collection areas for permitted land uses shall be provided on the site and be appropriately screened from adjacent land uses.

In addition, where a mixed-use *development* is proposed the commercial and residential uses on the site will be designed to minimize potential conflicts and to provide a safe and attractive pedestrian environment for residents and visitors.”

- g. Adding new section 8.6.7 and renumbering the subsequent sections as follows:

“8.6.7 Restricting Residential Uses

Not all lands within the HIGHWAY COMMERCIAL designation are appropriate for residential mixed-use *development* due to their proximity to incompatible land uses or significance as a commercial node in the community. Local municipalities, through the Zoning by-law, may restrict residential uses on incompatible HIGHWAY COMMERCIAL lands.

Municipalities may consider requests to permit residential uses where it has been demonstrated that the potential incompatibilities with non-residential uses can be adequately addressed.”

- h. Adding new subsection 8.6.8 and renumbering the subsequent sections as follows:

“8.6.8 Zoning By-law

Within the HIGHWAY COMMERCIAL area, municipalities may establish zoning provisions to permit and regulate land use.

The Zoning by-law may require on-site parking, landscaping, buffering, setbacks, maximum lot coverage and building heights and other provisions deemed appropriate by the municipality to achieve desirable development and appropriate transition to adjacent land uses.”

- 7) THAT Section 8.7 Industrial is amended by adding the following new subsection:

“8.7.7 Continuation of Permitted Use (Industrial)

Pursuant to subsections 1 (1.1) and (1.2) of the Planning Act, uses in the Industrial area that do not conform with the definition of “area of employment” as identified in the Planning Act as:

- Manufacturing uses;
- Uses related to research and development in connection with manufacturing anything;
- Warehousing uses, including uses related to the movement of goods;
- Retail uses and office uses that are associated with manufacturing and warehousing.
- Facilities that are ancillary to manufacturing and warehousing; and
- Any other prescribed business and economic uses.

are permitted where the use has been lawfully established on the parcel of land before [Month, Day, Year¹].

1 Day before subsection 1 (1) of Schedule 6 to the Helping Homebuyers, Protecting Tenants Act, 2023 came into force.”

8) THAT section 8.10 Future Development is amended by:

- a. Adding the phrase “to current uses” after the phrase “such lands” in bullet b) of section 8.10.2.
- b. Deleting the phrase “any major” in bullet c) of section 8.10.2.
- c. Deleting the second paragraph in section 8.10.3 Permitted Uses and replacing it with the following:

“Consideration may be given to a consent in accordance with section 10.6.3 of this plan.”

- d. Deleting the phrase “Redesignation of” in first sentence in the second paragraph of section 8.10.4 and replacing it with the phrase “An official plan amendment to redesignate”.
- e. Deleting the word “comprehensive” in the second sentence of the second paragraph in section 8.10.4.
- f. Deleting bullet, a) in section 8.10.4 and replacing it with the following:

“a) it has been determined by the County and/or Local Municipality that additional lands are required in the municipality to accommodate future growth;”
- g. Deleting bullet, d) in section 8.10.4 and replacing it with the following:

“that the proposed development is compatible and a contiguous logical extension of existing development;”

PART 9 - LOCAL PLANNING POLICY

9) THAT Section 9 Local Planning Policy is amended by:

- a. Adding the following new special policy area to the end of section 9.5.3 Policy Areas:

“PA4-10 Residential Reserve Area

The areas identified as PA4-10 on schedule “B4-1” represent large undeveloped lands within the settlement area of Drayton. Current conditions related to the location of available water and wastewater infrastructure and/or servicing capacity make these areas unavailable for development at this time, however the intended future use is for residential purposes. Until such time full municipal water and wastewater services are made available, development will be restricted to the current land uses and be placed in a holding “H” zone in the Township’s Comprehensive Zoning by-law. Once servicing infrastructure and sufficient water and wastewater capacity is available to these lands, the holding “H” provision may be removed.

New development will proceed by plan of subdivision or condominium in accordance with the policies of this plan and will address the following:

- a) Provide a concept plan to support the cohesive and functional development of the lands which:
 - I. identifies land use boundaries and a transportation framework for the lands, which may include lands under different ownership;
 - II. identifies parks, pedestrian linkages, bicycle pathways and natural heritage areas;
 - III. outlines development phasing of the lands considering existing development and the availability infrastructure.
 - b) proposals will support a diverse mixture of land uses that support walkability and convenience in the community, including a broad mix of housing options, mixed use buildings and other land uses including institutional, local commercial and other community service uses.
 - c) Applicants will provide all necessary supporting studies as identified by the County and Township through pre-consultation.”
- b. Adding the following new special policy area to the end of section 9.5.3 Policy Areas:

“PA4-11 – Future Community Area Expansions

The lands identified as PA4-11 are future community growth areas for Drayton and Moorefield that have been identified by the Township through recent growth management work approved by Township Council. These lands are within the Prime Agricultural area and may be added to Drayton and Moorefield urban centres through a future County amendment or Provincial modification to this plan in accordance with applicable Provincial and County policy. Until such time

an amendment or modification occurs the Prime Agricultural policies will continue to apply. Once an amendment or modification occurs, these lands will be subject to the Residential, Highway Commercial, and applicable Greenland System policies of this Plan and the following:

- a) the use of the lands will be restricted to current agricultural use and be placed in a holding “H” zone in the Township’s Comprehensive Zoning by-law until such time the lands are added to the Drayton or Moorfield urban centres.
- b) For the purposes of measuring Minimum Distance Separation (MDS) setbacks to the Drayton and Moorefield urban centres, new livestock and manure storage facilities or expanding livestock and manure storage facilities will utilize the limits of this policy area, which will be considered a Type B land use for purposes of MDS.
- c) In order to mitigate impacts on adjacent livestock facilities, future development on the urban lands, where practical, will be planned to have stormwater management infrastructure, parkland and other infrastructure located along the limit of the policy area adjacent to the existing livestock operations.

MDS II relief for potential expansions of the livestock operations located at 8313 Concession 8 (Moorefield) and 7937 Wellington Road 8 (Drayton) may be necessary to ensure their continued success. Minor variance applications will be used to consider future expansions to these operations and ensure their growth is controlled and impacts on the urban area will be mitigated.”

- c. Adding the following new special policy area to the end of section 9.5.3 Policy Areas:

“PA4-12 - Future Employment Area Expansion

The land identified as PA4-12 is a future employment growth area for the urban centre of Drayton that has been identified by the Township through recent growth management work approved by Township Council. These lands are within the Prime Agricultural area and will be added to the Drayton urban centre through a future amendment or modification to this plan in accordance with applicable Provincial and County policy. Until such time an amendment or modification occurs the Prime Agricultural policies will continue to apply to these lands. Once an amendment or modification occurs, these lands will be subject to the Industrial and applicable Greenland System policies of this Plan and the following:

- a) The use of the lands will be restricted to current agricultural use and be placed in a holding “H” zone in the Township’s Comprehensive Zoning by-law until such time these lands are incorporated into the Drayton urban centre.
- b) For the purposes of measuring Minimum Distance Separation (MDS) setbacks to the Drayton urban centre, new livestock and manure storage facilities or expanding livestock and manure storage facilities will utilize the limits of this policy area, which will be considered a Type B land use for purposes of MDS.
- c) In order to mitigate impacts on adjacent livestock facilities, future *development* on the urban lands, where practical, will be planned to have stormwater management infrastructure, storage and parking areas located along the limit of the policy area adjacent to the existing livestock operation to the northwest.

MDS II relief for potential expansions of the livestock operations located at 8085 Wellington Road 8 and 8110 Wellington Road 8 may be necessary to ensure their continued success. Minor variance applications will be used to consider future expansions to these operations and ensure additional impacts on the urban areas will be mitigated while providing consideration to the industrial nature of the urban use and existing limitations to the agricultural operations.

- d. Adding the following new special policy area to the end of section 9.7.2 Policy Areas:

“PA6-10 – Residential Reserve Areas

The areas identified as PA6-10 on schedule “B6-1” and “B6-2” represent large undeveloped lands within the settlement areas of Arthur and Mount Forest. Current conditions related to the location of available water and wastewater infrastructure and/or servicing capacity make these areas unavailable for *development* at this time, however the intended future use is for residential purposes. Until such time full municipal water and wastewater services are made available, *development* will be restricted to the current land uses and be placed in a holding “H” zone in the Township’s Comprehensive Zoning by-law. Once servicing infrastructure and sufficient water and wastewater capacity is available to these lands, the holding “H” provision may be removed.

New *development* will proceed by plan of subdivision or condominium in accordance with the policies of this plan and will address the following:

- a) Provide a concept plan to support the cohesive and functional development of the lands which:

- I. identifies land use boundaries and a transportation framework for the lands, which may include lands under different ownership;
 - II. identifies parks, pedestrian linkages, bicycle pathways and natural heritage areas;
 - III. outlines development phasing of the lands considering existing development and the availability infrastructure.
- b) proposals will support a diverse mixture of land uses that support walkability and convenience in the community, including a broad mix of housing options, mixed use buildings and other land uses including institutional, local commercial and other community service uses.
- c) Applicants will provide all necessary supporting studies as identified by the County and Township through pre-consultation.”

PART 10 - CREATING NEW LOTS

10) THAT Section 10.6 URBAN SYSTEM be amended by adding the following new subsection:

“10.6.3 Future Development Areas

Generally, lot creation in the Future Development designation is prohibited. Consideration may be given to a consent in the Future Development designation if the application is to facilitate the assembly of land for a comprehensive future *development.*”

SCHEDULES

11) THAT Land Use Schedule B3-1 (Rockwood) be amended to change the limits of the Rockwood urban centre and change the designation as shown on Schedule “A-1” from **Prime Agricultural to Future Development.**

12) THAT County Growth Structure and Employment Area Schedule A (County Growth Structure) and Schedule A3 (Guelph/Eramosa) be amended to change the limits of the Rockwood urban centre and remove the Designated Greenfield Area as shown on schedule “A-2”.

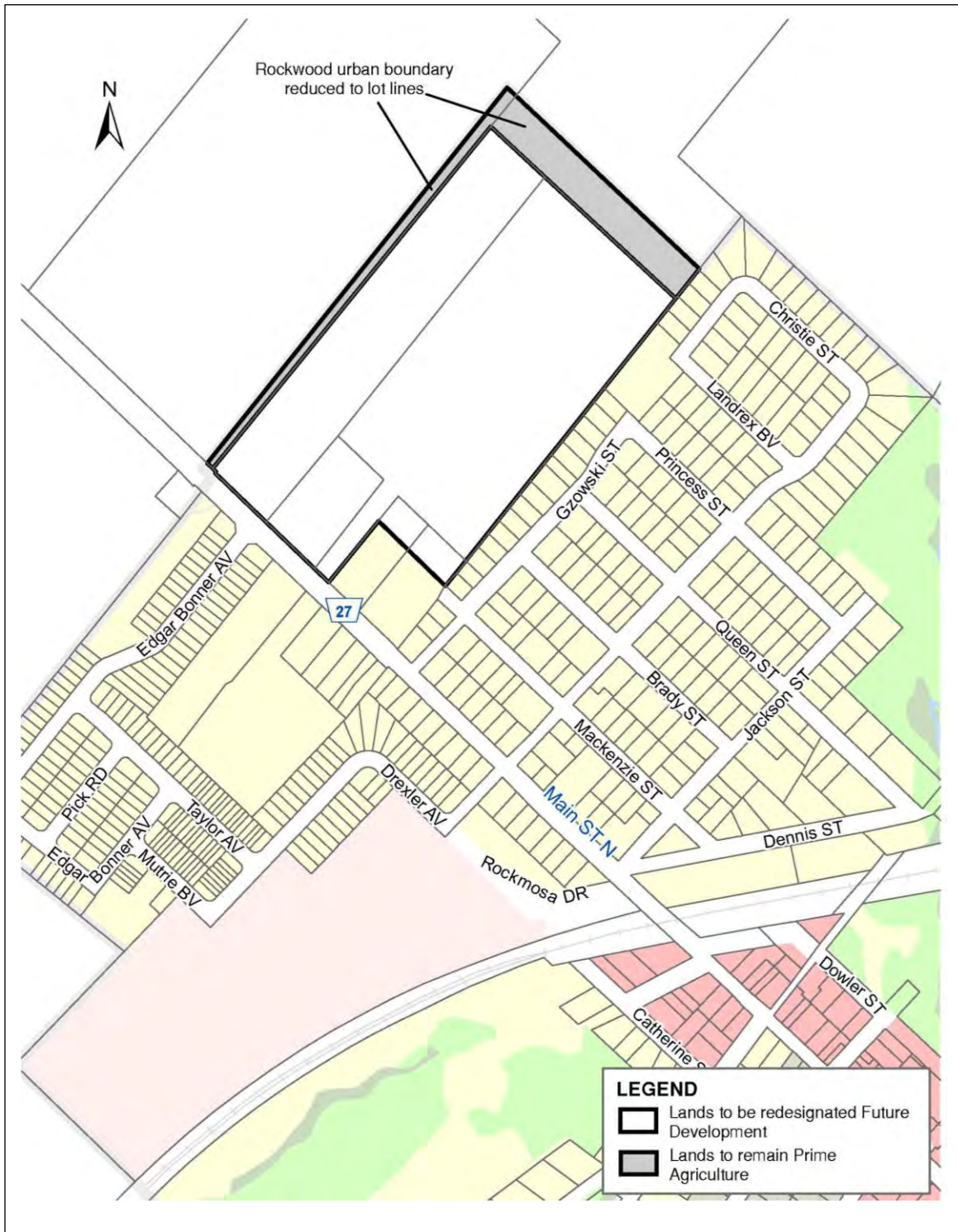
13) THAT Well Head Protection Schedule C3 (Rockwood) and the Mineral Aggregate Resource Overlay Schedule D be amended to change the limits of the Rockwood urban centre as shown on schedule “A-3”

- 14) THAT Land Use Schedule B4-1 (Drayton) be amended to change the designation as shown on Schedule “A-4” from **Future Development** to **Residential, Industrial and Special Policy Area PA4-10**.
- 15) THAT Land Use Schedule B4 (Mapleton) be amended by adding **Special Policy Area PA4-11** and **PA4-12** on to the subject lands shown in Schedule A-5 and A-6
- 16) THAT Land Use Schedule B5-1 (Clifford) be amended to change the designation as shown on Schedule “A-7” from **Future Development** to **Residential**.
- 17) THAT Land Use Schedule B5-2 (Harriston) be amended to change the designation as shown on Schedule “A-8” from **Future Development** to **Residential and Industrial**.
- 18) THAT Land Use Schedule B5-3 (Palmerston) be amended to change the designation as shown on Schedule “A-9” from **Future Development and PA5-7** to **Residential, Highway Commercial, and Industrial**.
- 19) THAT Land Use Schedule B6-1 (Mount Forest) be amended to change the designation as shown on Schedules “A-10” to “A-12” from **Future Development, Industrial, Highway Commercial, Special Policy area PA6-2 and Special Policy Area PA6-3** to **Residential, Recreational, Highway Commercial, Industrial and Special Policy Area PA6-10**.
- 20) THAT Land Use Schedule B6-2 (Arthur) be amended to change the designation as shown on Schedule “A-13” to “A-15” from **Future Development, Residential and Industrial** to **Residential, Recreational, Highway Commercial, Residential Transition Area and Special Policy Area PA6-10**.
- 21) THAT Land Use Schedule B7-1 (Aberfoyle) be amended to change the designation as shown on Schedule “A-16” from **Future Development** to **Residential**.

THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

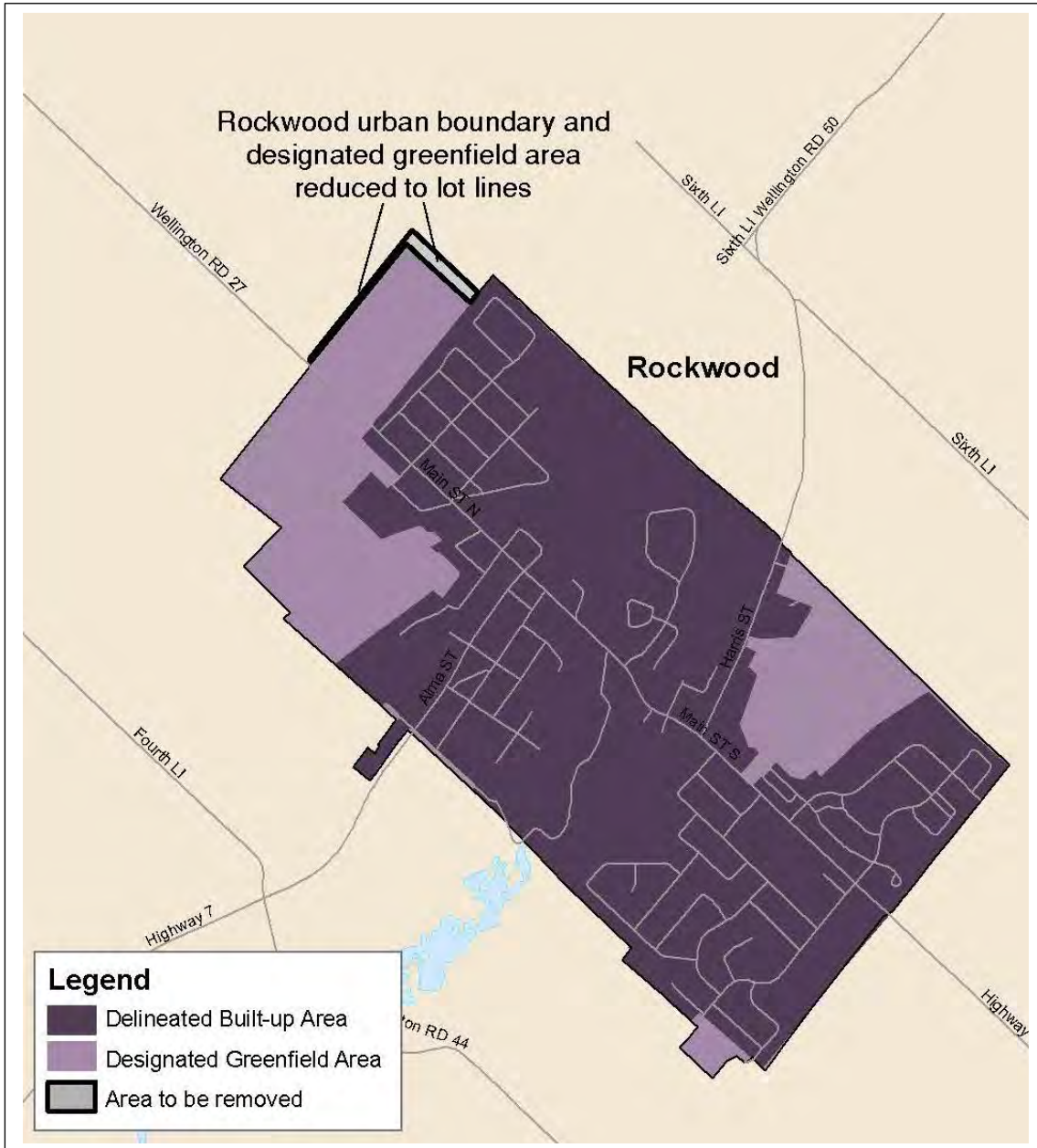
SCHEDULE "A-1"
Rockwood



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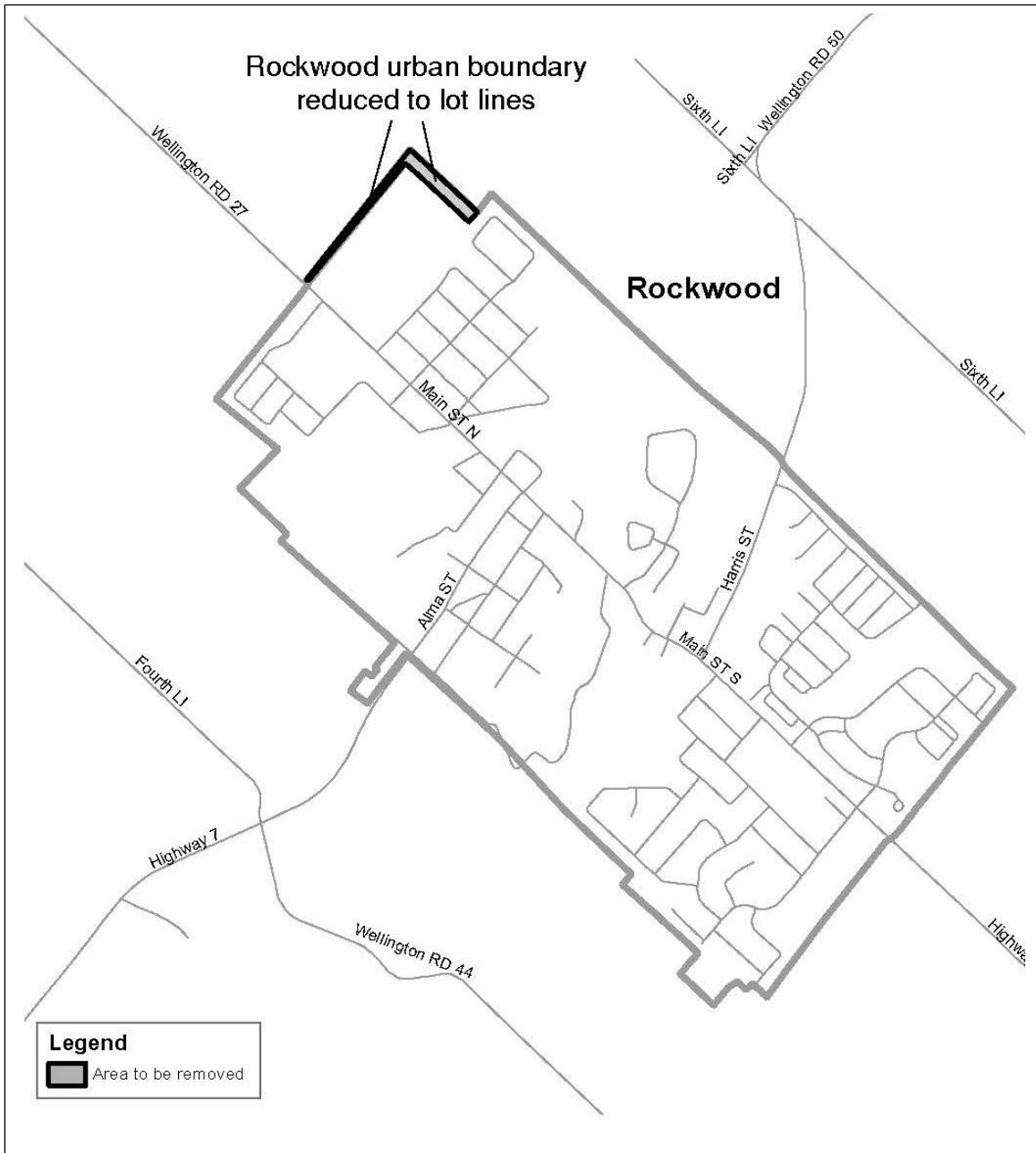
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Rockwood



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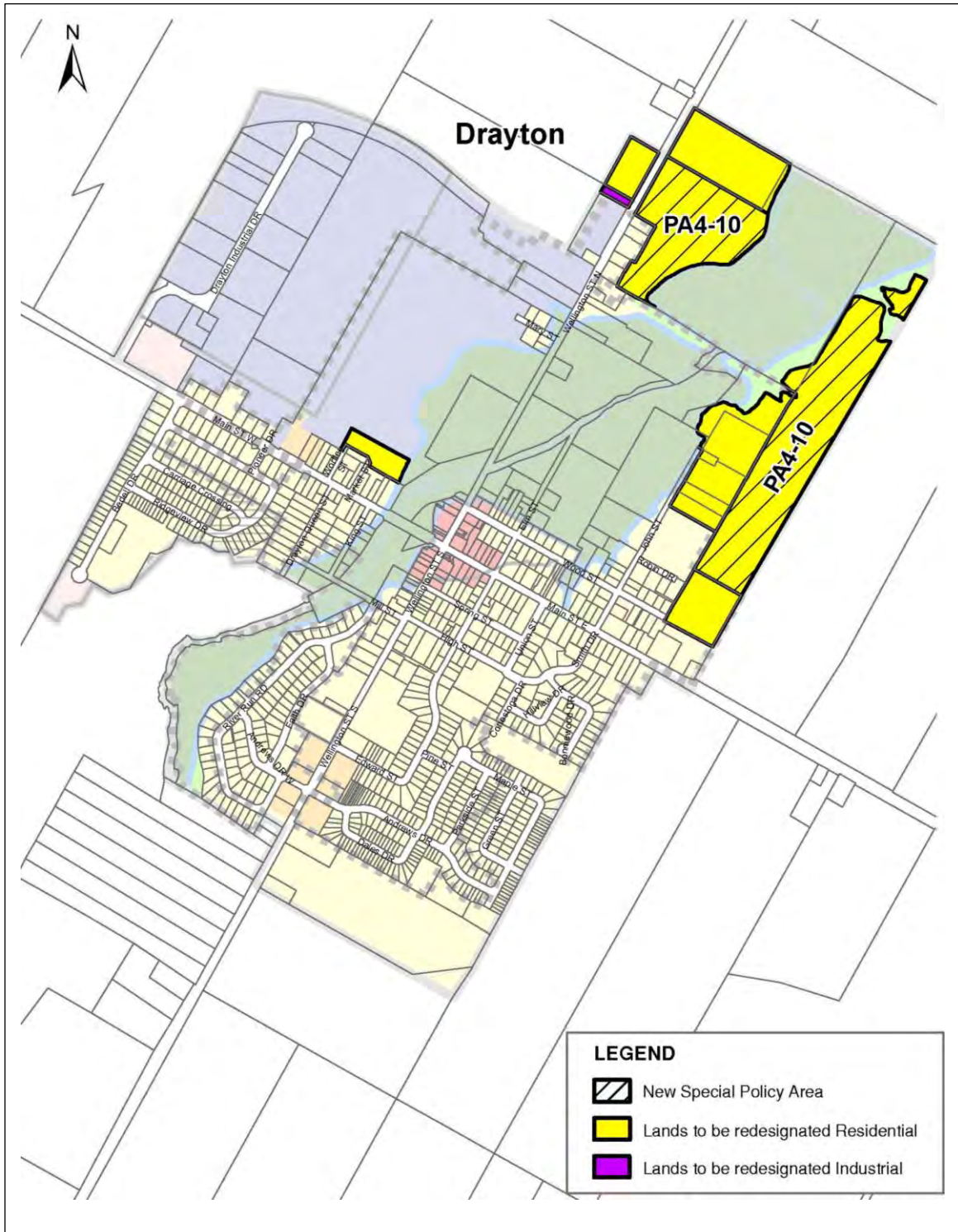
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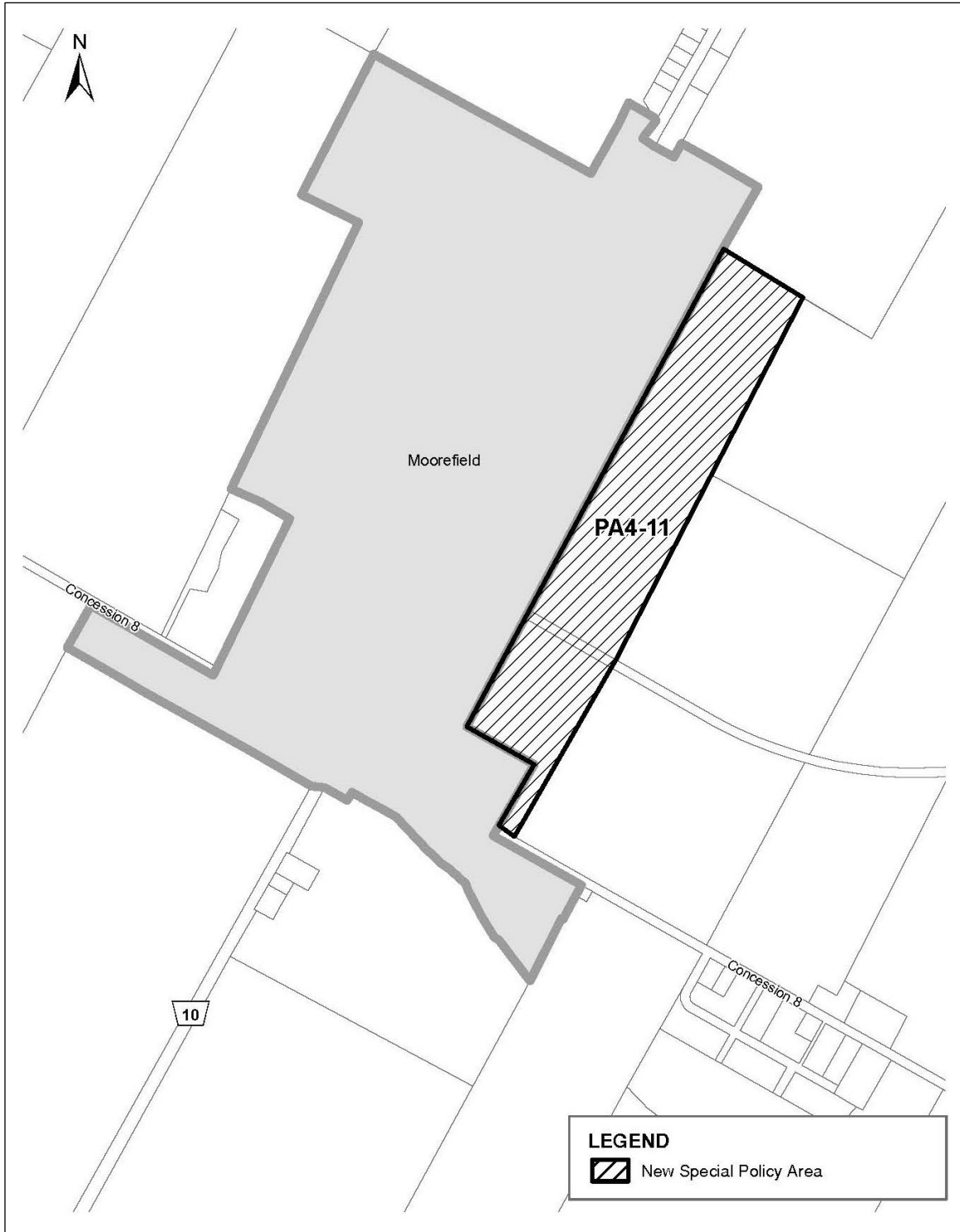
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Drayton



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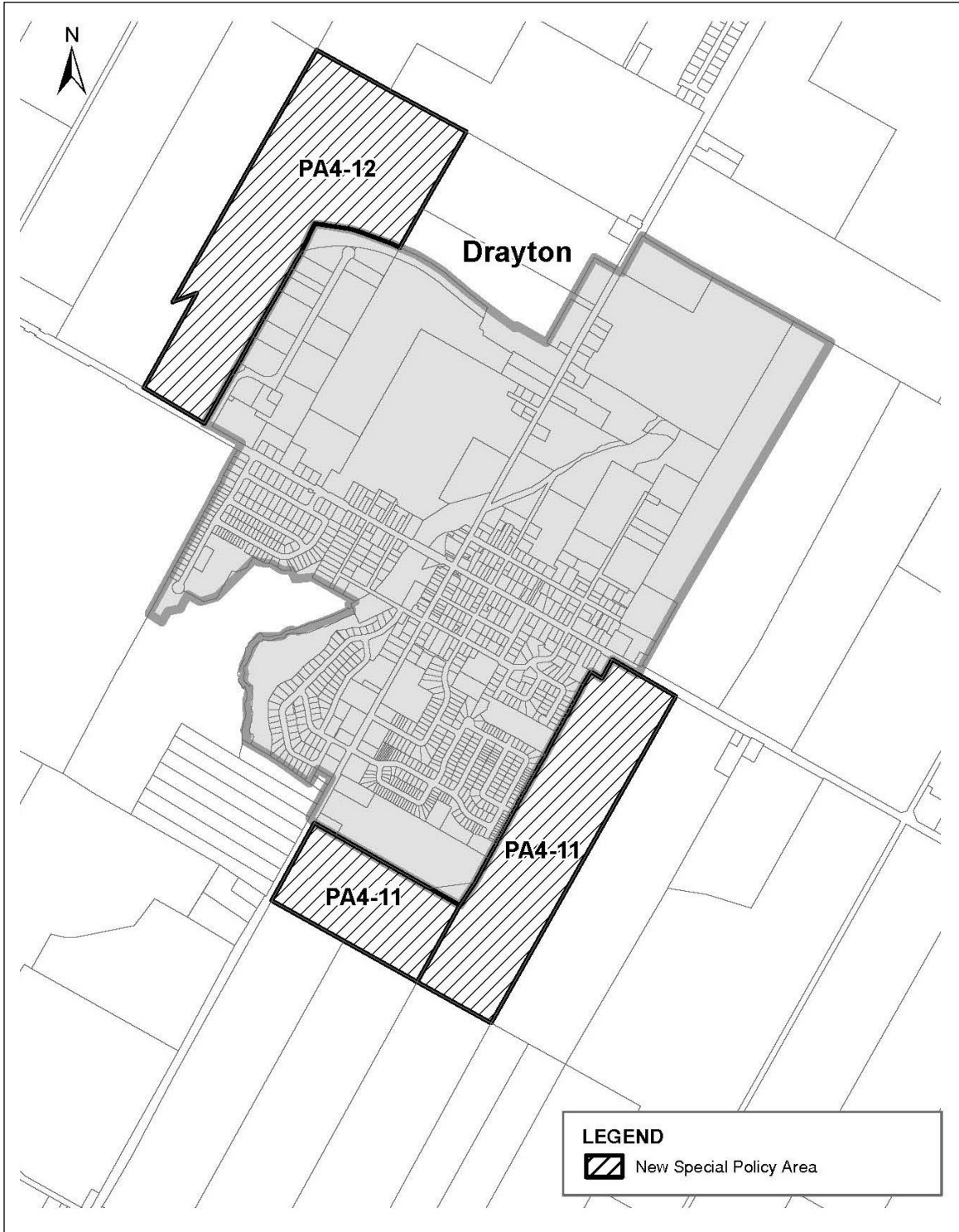
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Mapleton



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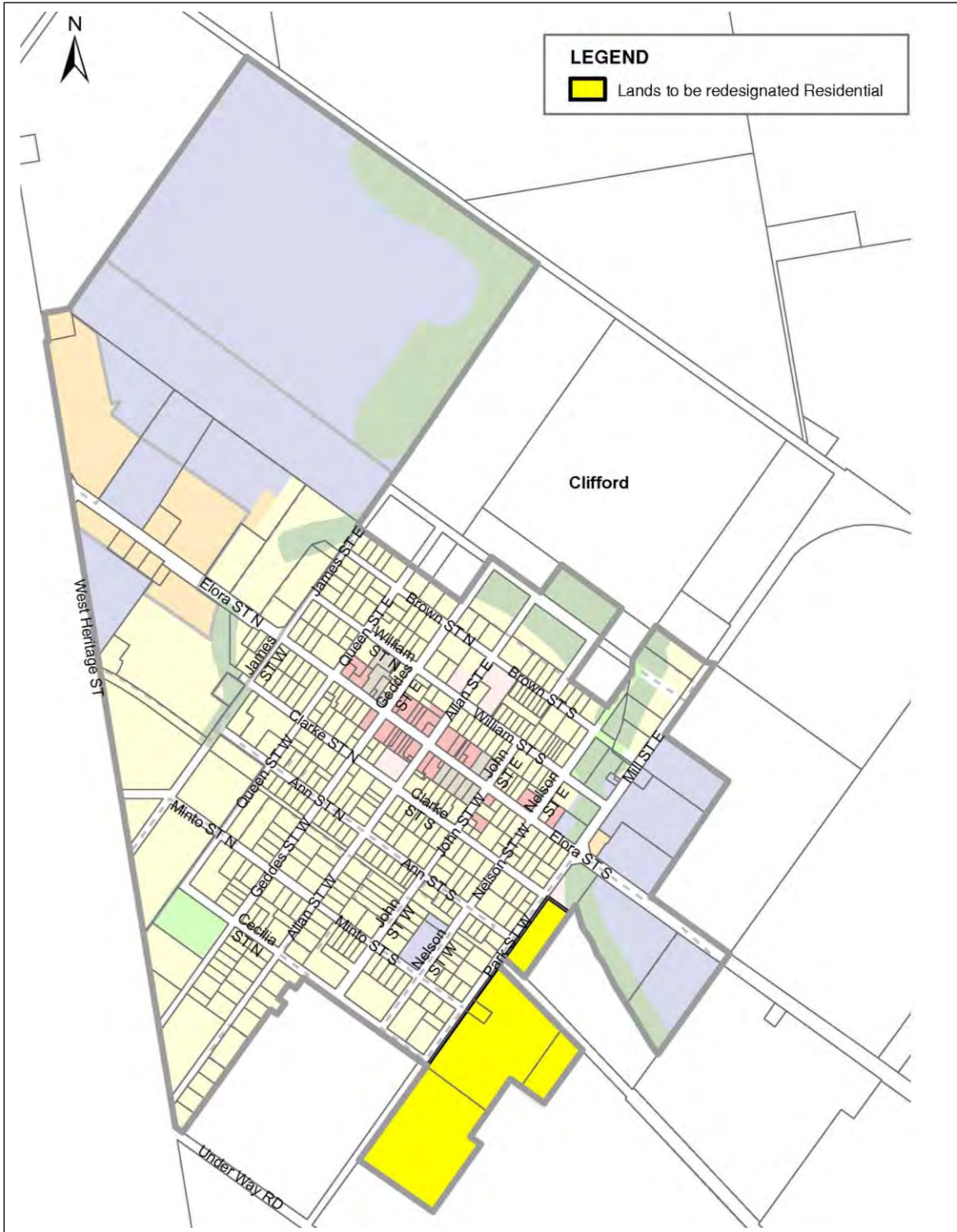
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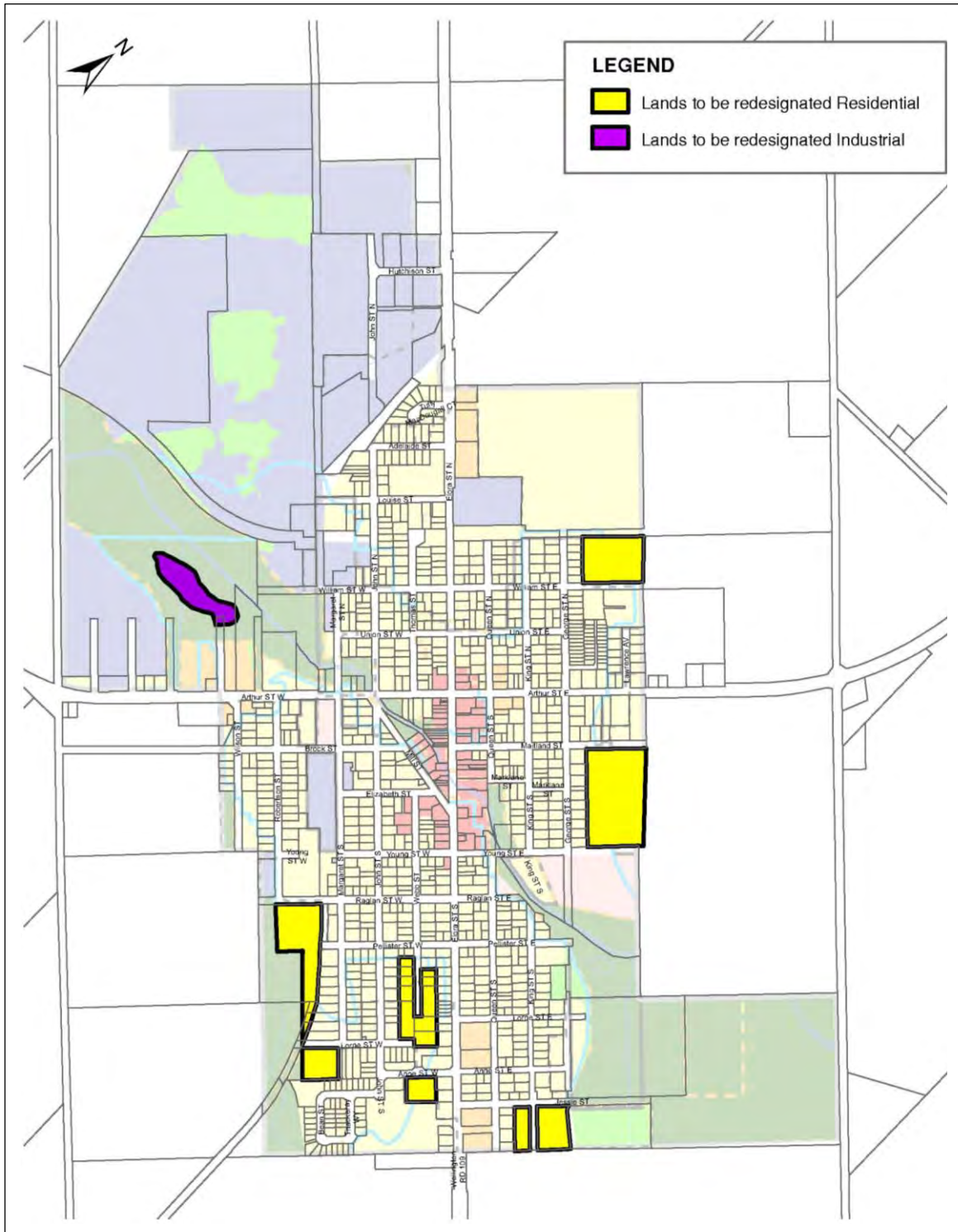
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Clifford



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

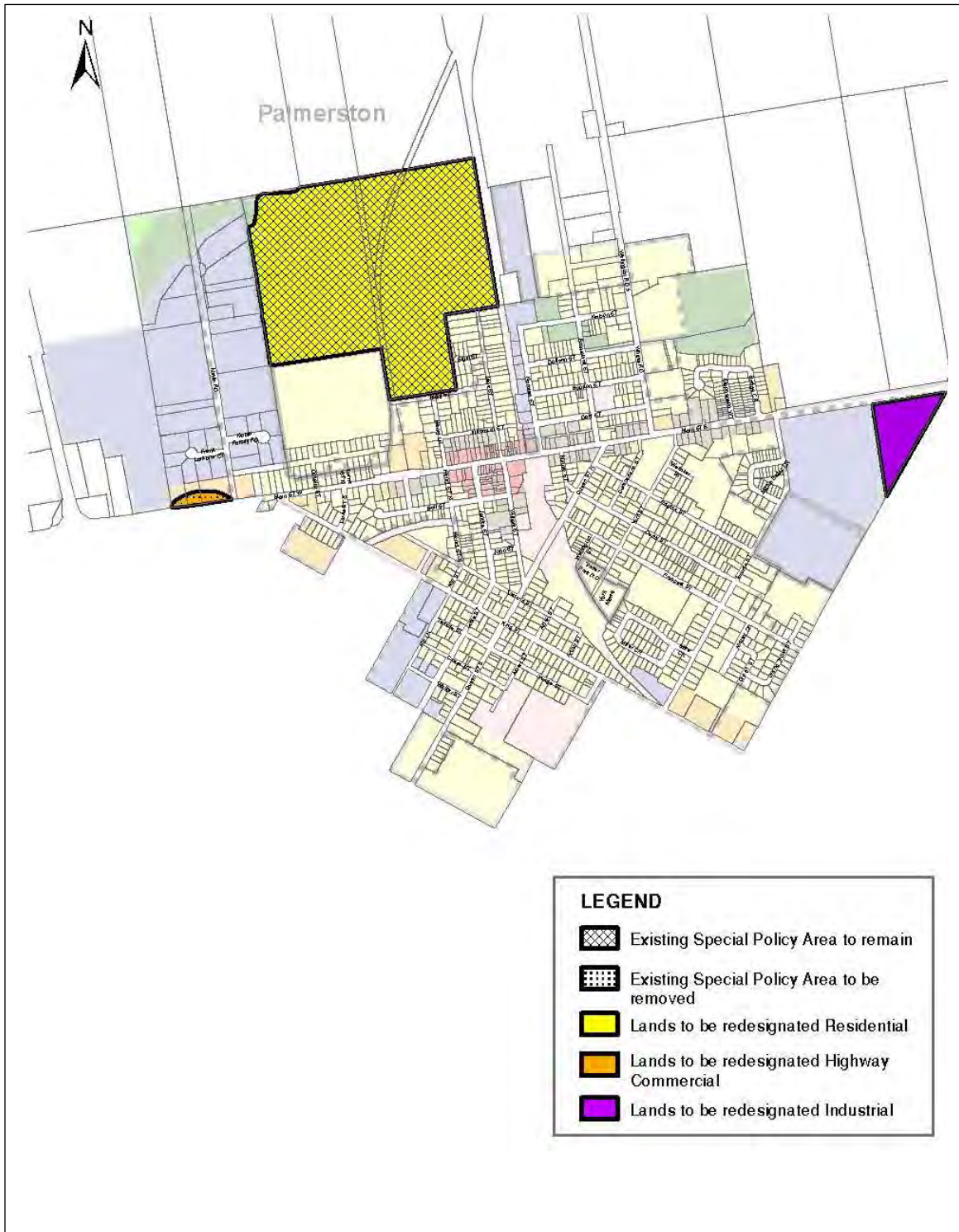
SCHEDULE "A-8"
Harriston



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

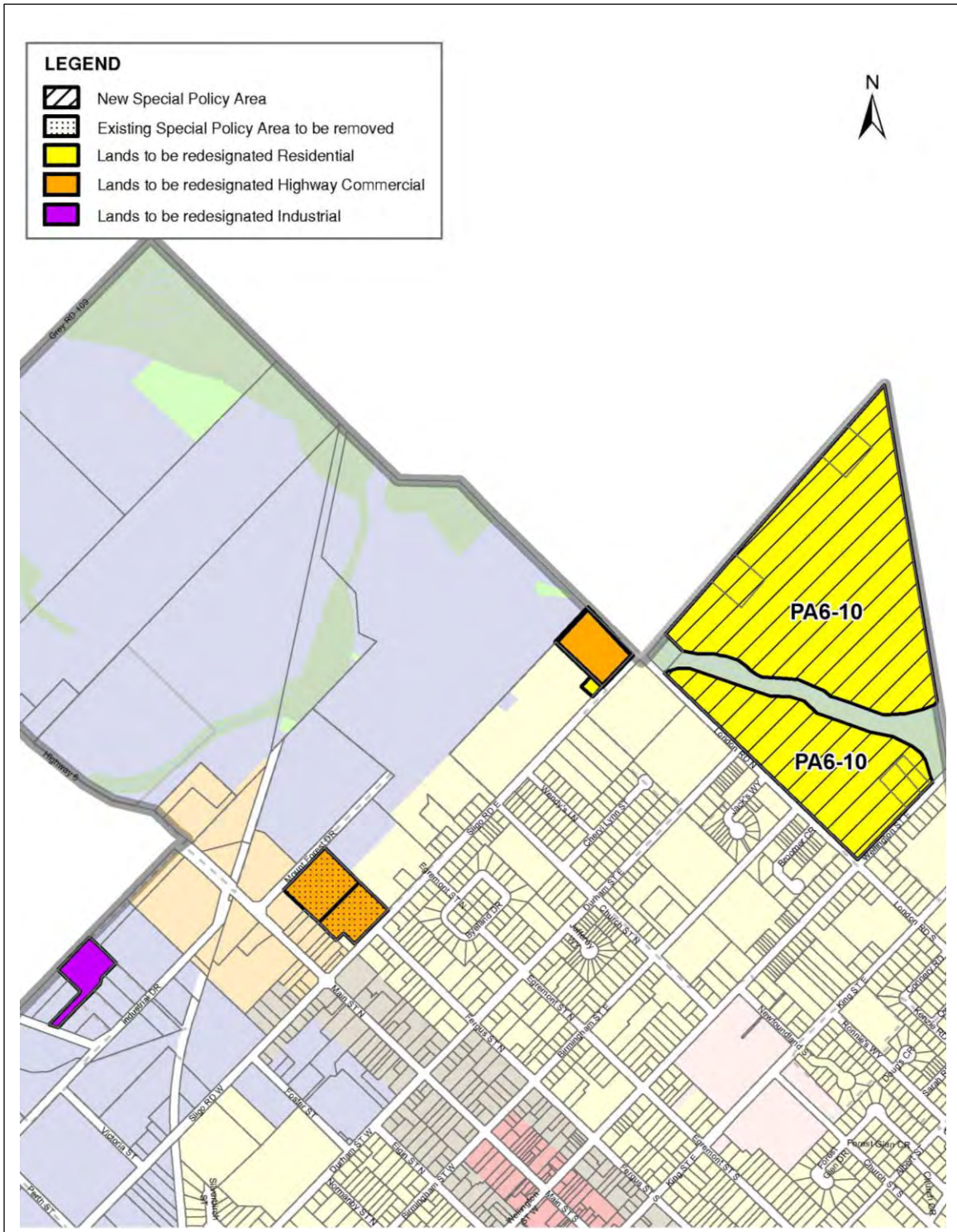
SCHEDULE "A-9"
Palmerston



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

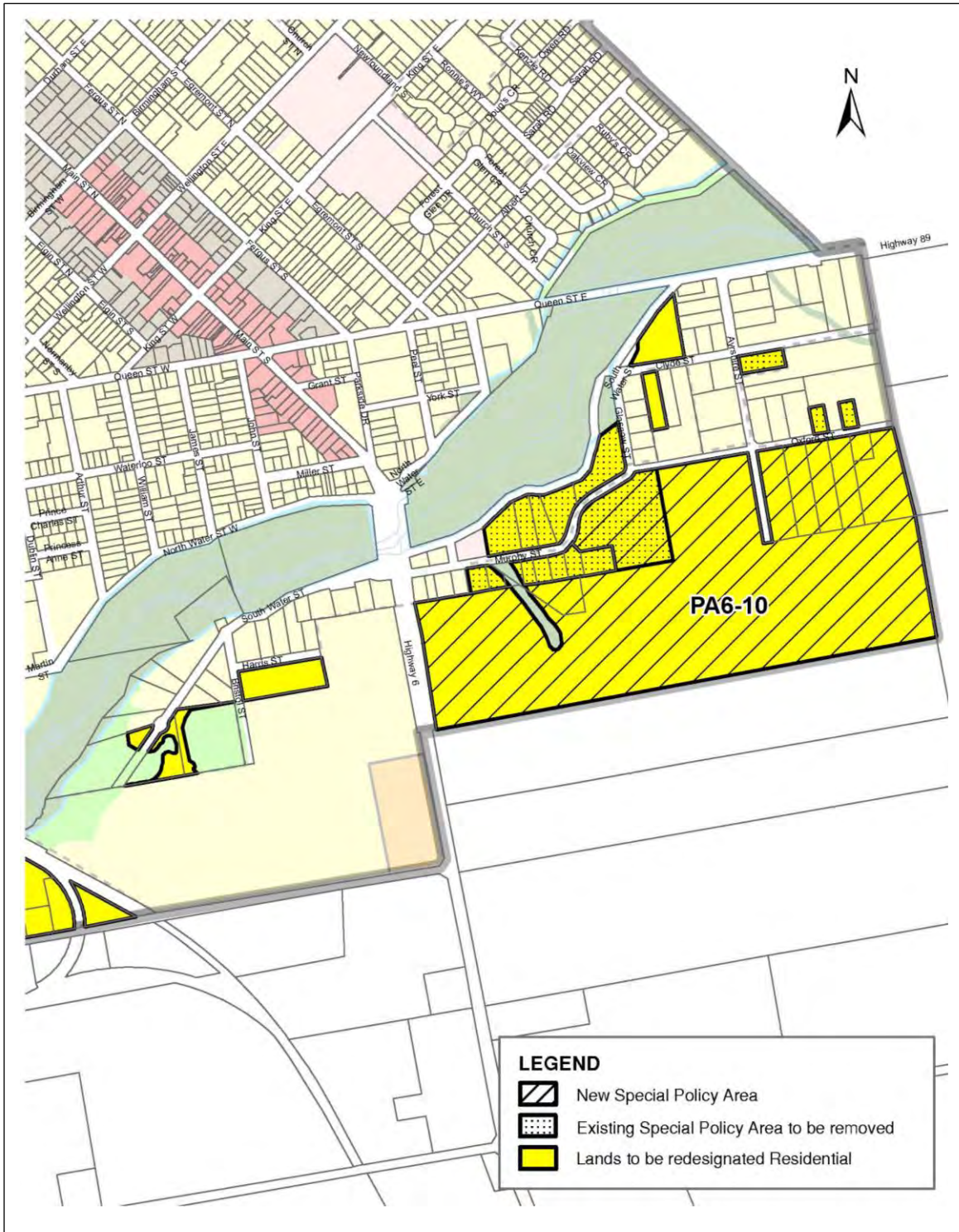
SCHEDULE "A-10"
Mount Forest



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

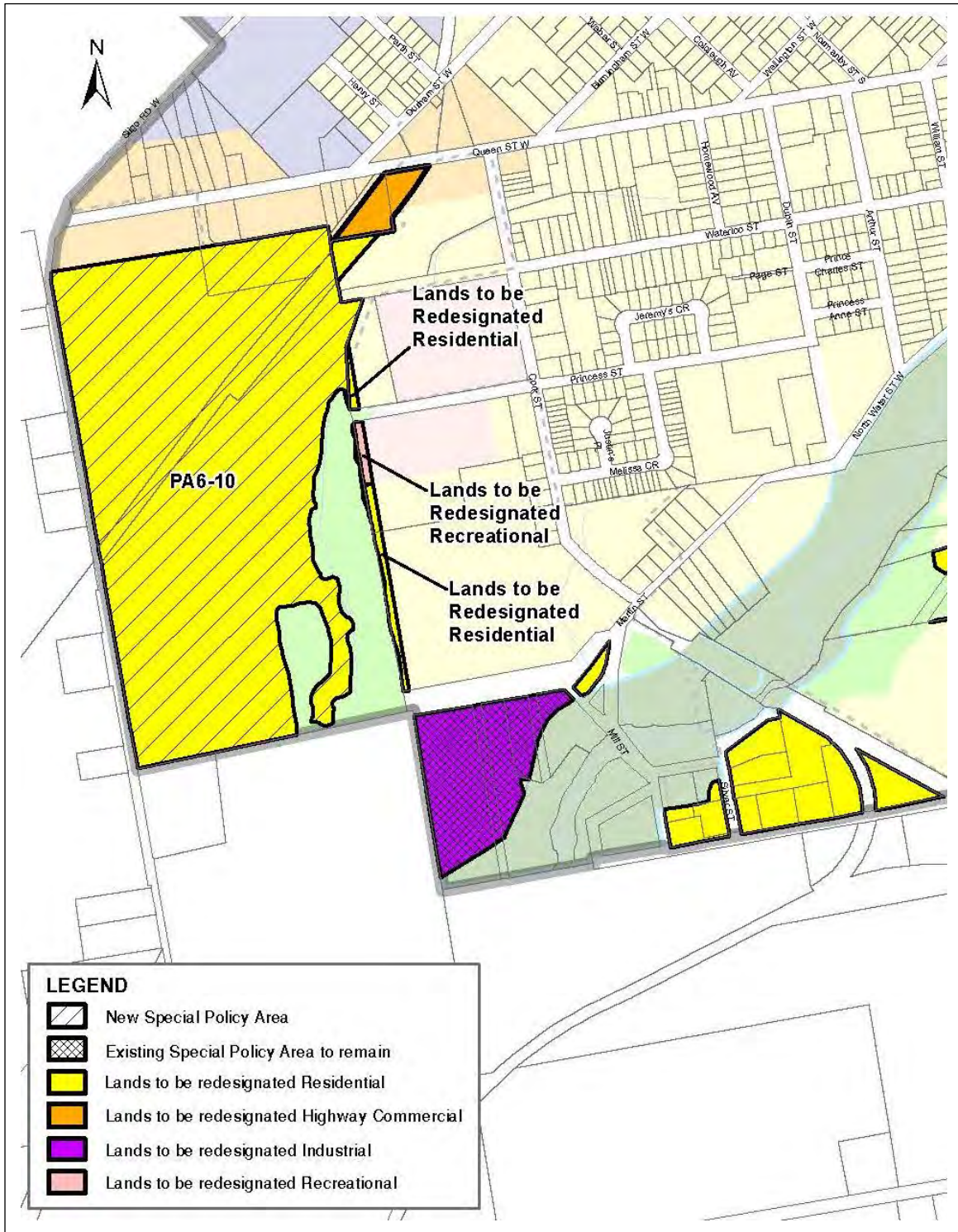
SCHEDULE "A-11"
Mount Forest



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

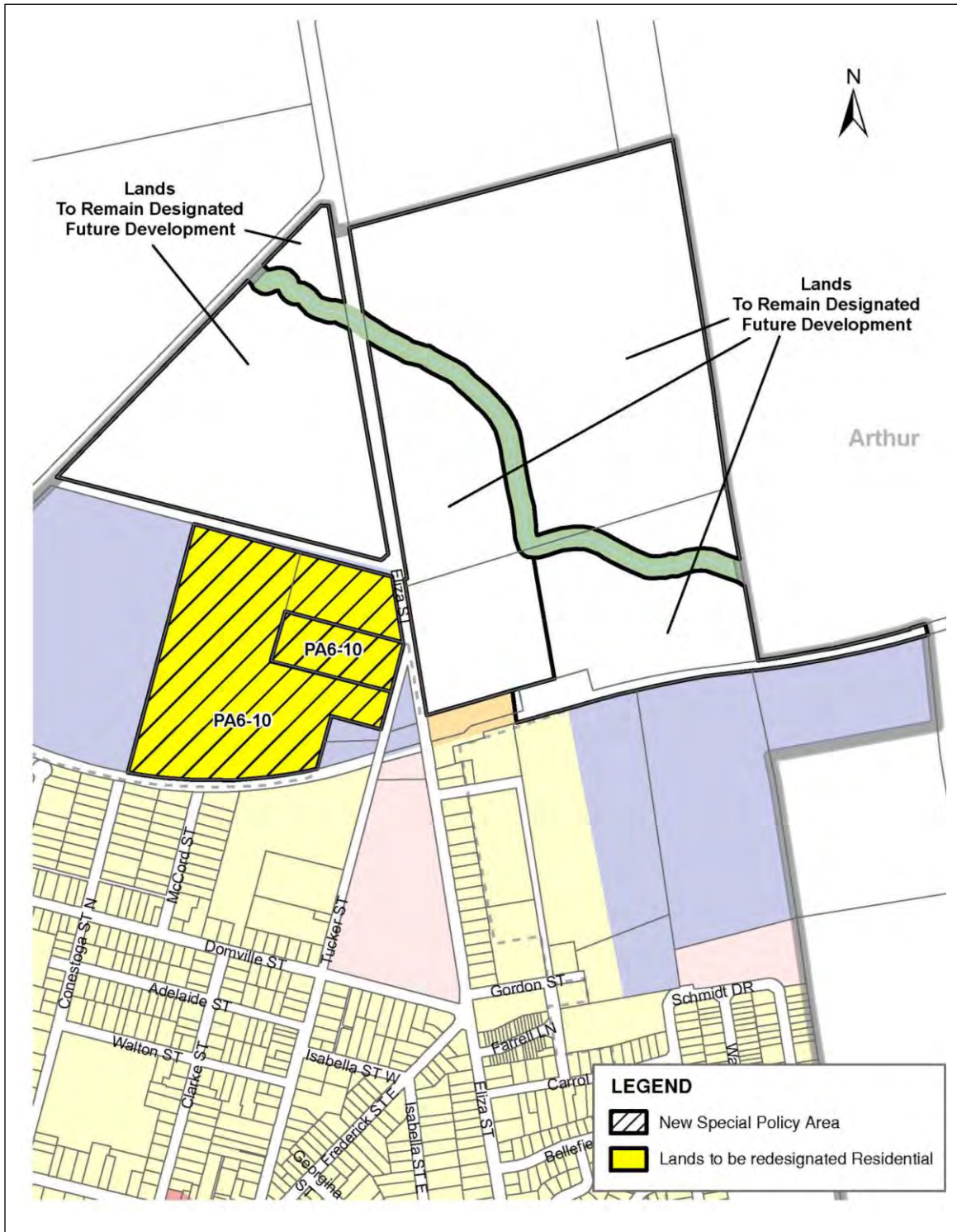
SCHEDULE "A-12"
Mount Forest



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

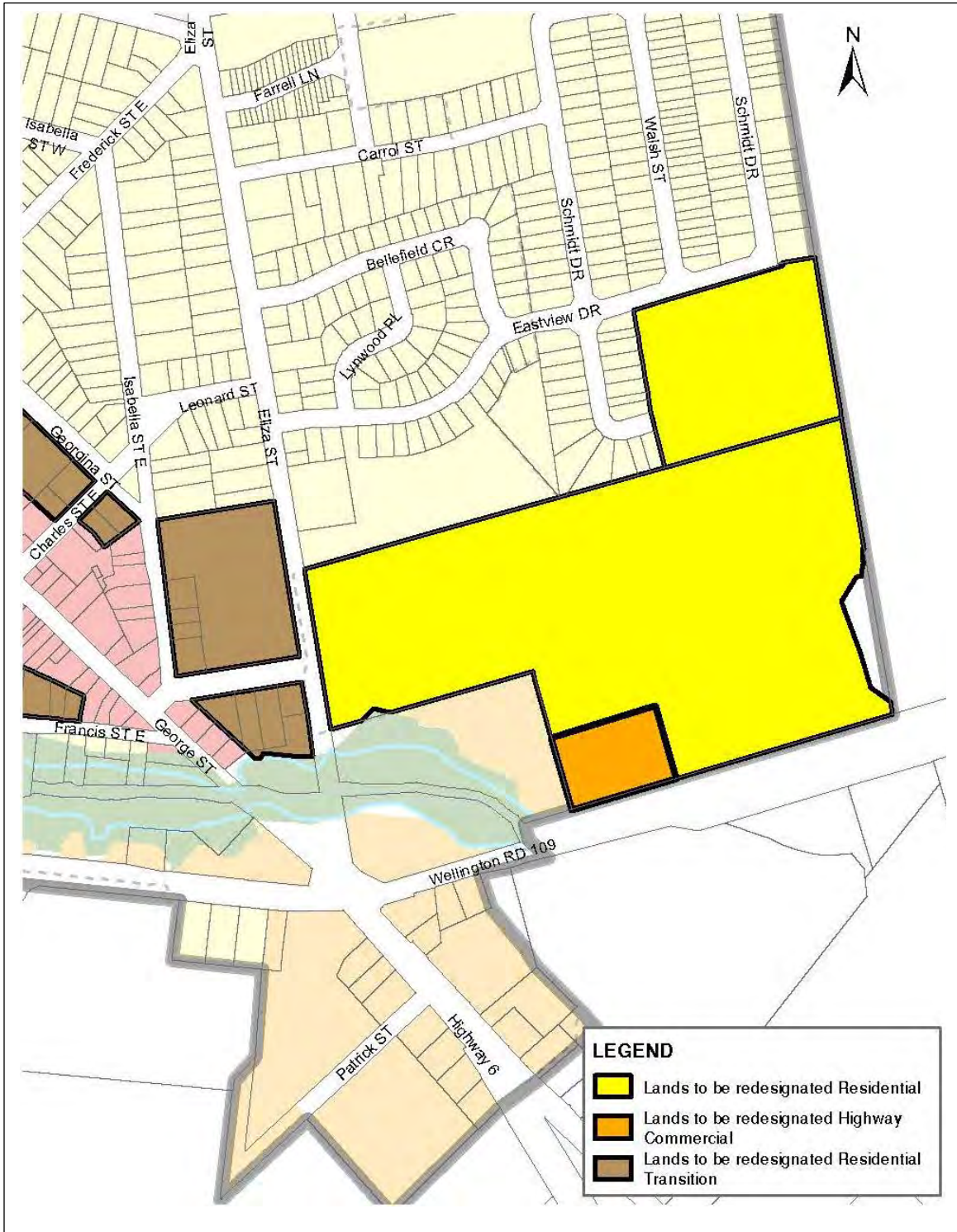
SCHEDULE "A-13"
Arthur



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

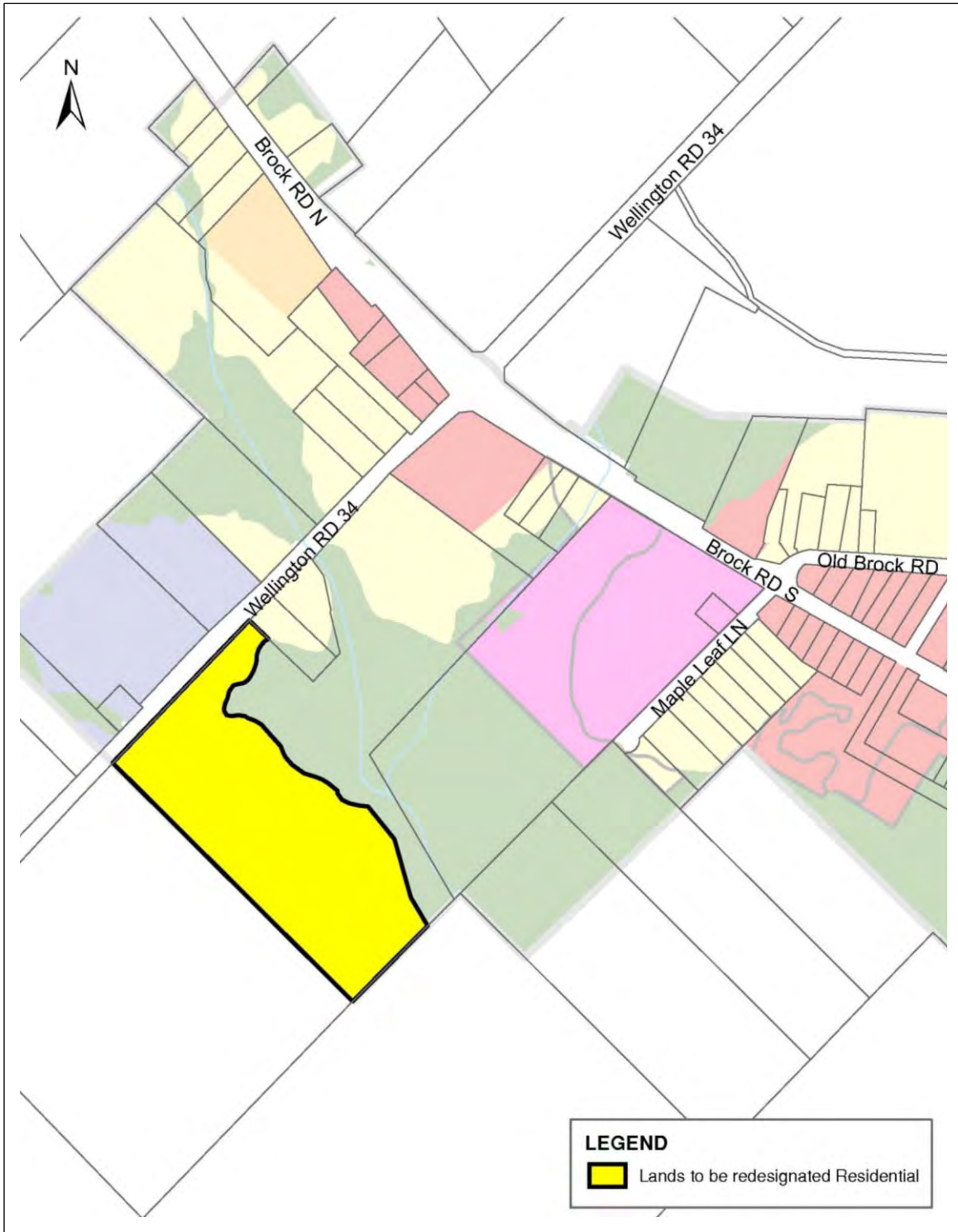
SCHEDULE "A-14"
Arthur



THE CORPORATION OF THE COUNTY OF WELLINGTON

OFFICIAL PLAN AMENDMENT NO. 123

SCHEDULE "A-16"
Puslinch



THE TOWNSHIP OF

Puslinch



Henry Ford - ***"Coming together is the beginning. Keeping together is progress. Working together is success"***



There are more than 193 private P&C insurers actively competing in Canada to sell insurance policies on homes, cars and businesses.

Top 20 private P&C insurers by direct written premiums.

1. Intact Group 15.08%
2. Desjardins Group 8.50%
3. Aviva Group 8.35%
4. The Co-operators Group 5.76%
5. Wawanesa Mutual Insurance Co. 5.69%
6. Lloyd's Underwriters 5.45%
7. TD Insurance Group 5.42%
8. RSA Group 4.81%
9. Economical Group 3.86%
10. Northbridge Group 3.08%
11. Allstate Group 3.00%
12. Travelers Group 2.69%
13. CAA Group 2.13%
14. AIG Insurance Co. of Canada 1.95%
15. La Capitale Group 1.84%
16. Chubb Group 1.76%
17. Groupe Promutuel 1.33%
18. Zurich Insurance Co. Ltd. 1.18%
19. Genworth Financial Mortgage Insurance Co. 1.08%
20. Allianz Global Risks U.S. Insurance Co. 0.99%

**Top 20
represent
83.95% of
market share**



IBC  BAC | Insurance Bureau of Canada
Bureau d'assurance du Canada

2020 Facts
of the Property and Casualty Insurance
Industry in Canada

Sources: IBC, MSA

Your Property Insurance Policy includes Fire Department Service Charges!

(ix) Fire Department Service Charges

Key language in this contract:

**“25,000.00 dollar limit...
liability of the Insured
assumed by contract or
agreement prior to the loss”**

to loss

Your Property Insurance Policy includes Fire Department Service Charges!

5. Fire Department Charges

The Company agrees to indemnify the insured up to \$1000. for charges for which the insured is legally responsible, if the fire department is called to the insured building or premises. This amount is

Key language in this contract:

“\$1,000.00 limit...for charges for which the insured is legally responsible”

What is Indemnification Technology ®?

A red fire truck is parked in front of a building. The truck is the central focus of the background image, which is slightly blurred. The building behind it has a dark roof and light-colored walls. The sky is a clear, light blue.

Legal Definition

1,478,801. 2010/04/28. Fire Marque Inc., c/o 15th Floor, Bankers Court, 850-2nd Street SW, Calgary, ALBERTA T2P 0R8

Representative
FRASER MILNE
1420, OTTAWA,

INDEMN

SERVICES: Fire and property insurance billing opportunities insurance companies with respect to in early as March 2010

SERVICES: Procurement of fire insurance policy d'assurance

Fire department incident reporting, data collection and property insurance policy wording interpretation

to maximize billing opportunities on behalf of fire departments by invoicing insurance companies

for costs of fire department attendance with respect to insured perils.

facturation pour le compte des services d'incendie par la facturation aux sociétés d'assurances des coûts de surveillance des services d'incendie en ce qui a trait aux risques couverts. Employée au CANADA depuis au moins aussi tôt que le 22 mars 2010 en liaison avec les services.



Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

Numéro d'enregistrement
Registration Number TMA792,198

Numéro de dossier
File Number 1478801

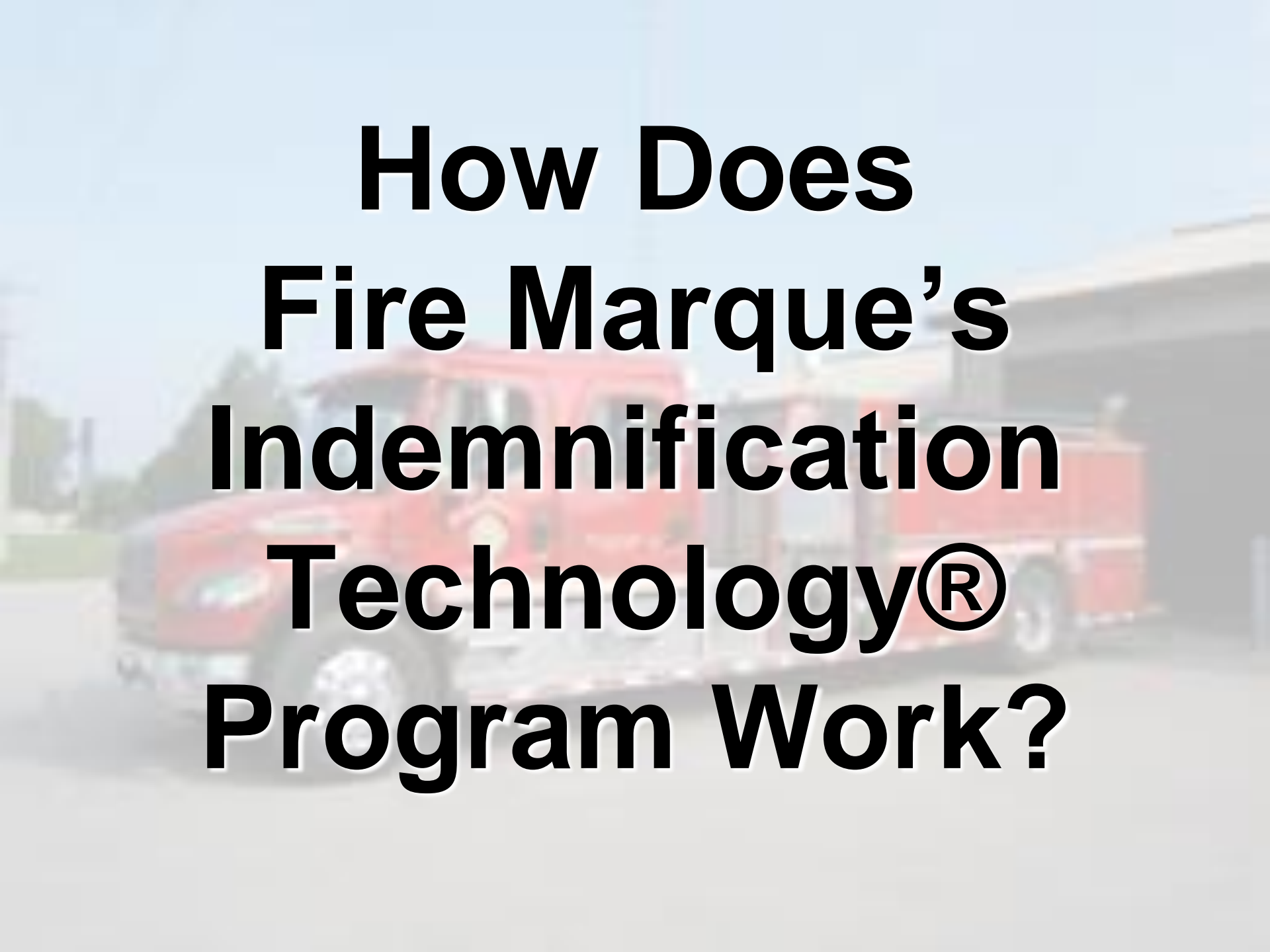
Date d'enregistrement
Registration Date 7 mars/Mar 2011

Canada

Registraire des marques de commerce
Registrar of Trade-marks
(CIPO 198)11-10



mark,
extract
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been
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a true
of its
ation.
sions
, this
every
date.

The background of the slide is a blurred photograph of several red fire trucks parked in a lot. The trucks are out of focus, with the primary focus on the text overlaid on top.

**How Does
Fire Marque's
Indemnification
Technology®
Program Work?**

New Stand Alone By-law to Authorize Cost Recovery Specific to Fire Department Response

**THE CORPORATION OF THE
BY-LAW No.**

BEING A BY-LAW TO AUTHORIZE COST RECOVERY (FEES) WITH RESPECT TO FIRE DEPARTMENT SPECIFIC RESPONSE

WHEREAS pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the “Municipal Act”), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS pursuant to section 391 of the Municipal Act, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to section 398 of the Municipal Act, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Council of the _____ deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

NOW THEREFORE the Council of the _____ hereby enacts as follows:

Why is a by-law required?

Because Insurance Policy Wordings Require It!

Allstate – Elite Homeowner Wordings

Are the Municipalities' By-Laws enforceable?

Yes. The Insurance Bureau of Canada's (IBC), Director of Media and Digital Communications, Steve Kee forwarded the following response from the IBC's Consumer Information Centre staff to Eric Lai at Wheels.ca *"I can tell you from experience that these By-Laws are enforceable. I tried the argument that fire departments operating expenses are paid for by my taxes but to no avail. If there is a claim covered by an insured peril, then the Fire Department charges are covered up to a specific limit."*

The Process for the New Cost Recovery Program

1.

Fire Dept.

- Sends already completed Standard Incident Report (SIR)
- Scene Release Form
- Initial Report Form



2.

Fire Marque

- Reviews
- Indemnity
- Stats
- Subrogation
- Trust Acct.



3.

Fire Department

- Allocates funds

Revenues Stay Within the Fire Budget in 3 Areas!

Public Education!



Revenues Stay Within the Fire Budget in 3 Areas!

Personnel Training!



Revenues Stay Within the Fire Budget in 3 Areas!

Capital Purchases!



The Municipal Act and User Fees

Section XII Sub-section 394 (1) Restriction, fees and charges-No fee or charge by-law **shall** impose a fee or charge that is based on, is in respect of or is computed by reference to,

A) The income of a person, however it is earned or received, **except that a municipality or local board may exempt, in whole or in part, any class of person from all or part of a fee or charge on the basis of inability to pay;**

Legislatures have reversed the way in which cities exercise their jurisdiction:

Under the old scheme, any bylaw or resolution had to be expressly allowed by the governing statute.

With the **natural person powers**, councils are no longer restricted to the words of the statute, but **are allowed to do what logically flows** from the general powers granted by the Act (except where to do so would conflict with the express wording of the statute).

Insurance Rates will not go up

“The price for premiums is based, in part, on an insurer’s best estimate of the amount it will be required to pay out in claims on the policies it wrote in any given year. Insurers pool the premiums of their many policyholders to cover the losses claimed by the few in that year.

Along with covering claim costs, premiums are calculated to cover taxes, operating expenses and expected profits.”

IBC Insurance Bureau of Canada 2022 Fact Book

How profitable was Canada’s P&C industry last year?

Last year saw the lowest-ever combined ratio in the Canadian P&C insurance industry, making it the third most profitable year for Canada’s P&C insurance industry since 1975, according to the Property and Casualty Insurance Compensation Corporation (PACICC).

“The 2021 industry combined ratio was 85.2%,” PACICC chief economist Grant Kelly and research assistant Zhe (Judy) Peng write in the latest *Solvency Matters* quarterly report, released Wednesday. “This is the lowest combined ratio ever recorded by Canada’s insurance industry, beating the previous best of 87.5% recorded in 2006.”



Only in 2003 and 2004 did the industry post a higher return on equity (ROE) than the 17% recorded in 2021.

Let's look at from a small market share Mutual Insurance Company Statement of Income

20000000

18 The Annual Report 2017-2018 from the Superintendent of
16 Insurance www.fsco.gov.on.ca/en/about/annual_reports/Documents/pc-2017.html, this
14 insurer had 26,359 Direct Written Premiums.

12000000

10000000

8 “Insurers pool the premiums of their many policyholders to
6 cover the losses claimed by the few in that year.” IBC 2020 Fact Book.

4 The loss incurred within this “insurers pool of premiums” for
2 the Fire Department Expenses paid out by was \$0.11 – there
is ZERO risk to a premium increase due to our cost recovery
program.

\$18,821,361.00

Example of a Property Insurance Comprehensive Policy Premium is \$1,510.00

Coverage Summary

■ Building \$382,100.00

Identified Premiums including extended water coverage for \$120.00 and home business package for \$300.00 totals \$1,485.00 or 98.3% of the total premium.

■ Personal Property Replacement Cost \$382,100.00

Remainder of Premium (\$1,510.00) is \$25.00

Coverage Summary

■ By-law (Fire) \$2,000.00

Remaining Premium Total is \$25.00. As a ratio the Fire Department Coverage is insignificant within the additional coverages in the policy. No adverse effect will occur to the policy holder by accessing the Fire Dept. Expense coverage within the Insurance Policy.

\$2,000.00

■ Voluntary Damage to Property
\$500.00

Remainder of Premium (\$1,510.00) is \$25.00

Coverage Summary

■ By-law (Fire) \$2,000.00

Our research indicates the Fire Department Expense coverage premium is between \$1.90 to \$3.40 per thousand dollars of coverage.

■ Legal Liability \$1,000,000.00

So to be perfectly clear the \$2,000.00 coverage in this policy is consistent with our position; it cost the policy holder \$3.80 to \$6.80 or 0.27% to 0.45% of the total premium cost.

Will Property Owners be required to pay a Deductible?

No. Homeowner Property policies state that no deductible is applied to this coverage.



Will the Fire Department Charges reduce the insurance payment?

No. The Fire Department Charges are additional coverage in the policy. Should this situation change Fire Marque would not seek indemnity under the building insurance policy.

If Property Owners pay taxes, which include Fire Department Services then Why should your Fire Department recovery some of their costs?

The Indemnification Technology® program is not a typical fee. It is a cost recovery mechanism to comply with insurance policy language.

Just as property owners have paid taxes for fire services, they have also bought and paid for fire service expense coverage in their property insurance policies.

By requesting insurance companies pay those expenses, the insurance companies are being asked to honour the contractual agreement of the policy they issued.



Why do we need Fire Marque to do it-- can't we just do it ourselves?

“Fire Marque Incorporated has the **knowledge, staff and infrastructure** to perform cost recovery from insurance companies through an agency agreement. They are former insurance professionals who are experienced in insurance policy wording interpretation, data collection, policy review with respect to insured perils, invoicing and recordkeeping.”
- **Town of Bradford West Gwillimbury Staff Report, October 2nd 2012**

“Council could consider submitting claims and collecting funds using City Staff. This alternative is also **NOT recommended** as the **City does not have the staff resources and expertise necessary for the submission of the claims and the follow-up required with various insurance companies.**”
- **City of North Bay Staff Report, July 18th 2013**



Why do we need Fire Marque to do it-- can't we just do it ourselves?

Angus Tornado in Essa Township June 2014



103 separate property incidents/claims

41 different insurance companies, 103 insurance adjusters working on the various claims



Fire Marque's Technical Team received the files 11 months after the incident. Our Team took an additional 10 months to recover the Fire Department Expenses for Essa Township and 4 responding neighbouring Departments.

On June 14th 2014, disaster struck in our municipality in the form of an F2 tornado. With Fire Marque's Indemnification Technology® the expenses for the Fire Department's emergency services were recovered.

Based on our success, I have no hesitation in recommending the Fire Marque Program.

Sincerely,

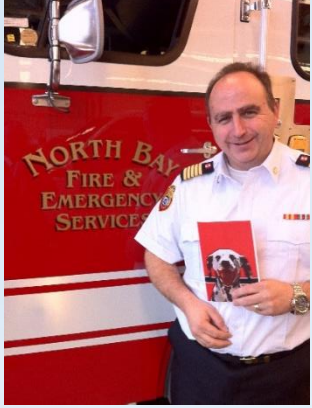
A handwritten signature in black ink, appearing to read "Terry Dowdall".

Terry Dowdall
Mayor



Why Fire Marque?

Experts in INDEMNIFICATION TECHNOLOGY®



FIRE MARQUE



**Questions,
comments,
concerns?**





www.firemarque.com

1-855-424-5991

chris@firemarque.com

1-705-888-7230

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NO 042-2023

A by-law to permit the Municipality to impose fees or charges with respect to services or activities provided, related costs payable, and for the use of its property, and to repeal By-law 044-2022.

WHEREAS Section 391(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may pass By-laws imposing fees or charges for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board, and for the use of its property including property under its control; and

WHEREAS Section 7(1) of the Building Code Act, 1992, S.O. 1992, c. 23, as amended, provides that a municipality may pass By-laws imposing fees and charges; and

WHEREAS Section 69 of the Planning Act, R.S.O. 1990, c.P.13, as amended provides that the Council of a municipality may by By-law establish a tariff of fees for the processing of applications made in respect of planning matters; and

WHEREAS The Council of the Corporation of the Township of Puslinch deems it appropriate to update the Township's User Fees and Charges By-law.

NOW THEREFORE the Council of the Corporation of the Township of Puslinch enacts as follows:

1. For the purpose of this By-law:
 - a.) **"Cost(s)"** means any and all disbursements incurred by the municipality, and includes, but is not restricted to, any registration costs, title search costs, corporate search costs, survey costs, reference plan costs, advertising costs, outside counsel fees, paralegal fees, site inspection costs and any applicable taxes;
 - b.) **"Fire Department"** means a fire department established by the Township of Puslinch in accordance with the provisions of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 as amended;
 - c.) **"Fire Department Specific Response Fees"** means cost recovery fees for **fire department** attendance at a **property** for which the **property owner(s)** have **fire department** insurance coverage;
 - d.) **Indemnification Technology®** shall mean **fire department** incident reporting, data collection and **property** insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;
 - e.) **"Property"** means any real property located within the geographical boundaries of the Township of Puslinch. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided. Real property can also include **property** to which the **fire department** is under a service agreement to provide **fire department** response services, automatic aid or mutual aid.
 - f.) **"Property Owner(s)"** means the registered owner of **property** or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the **property** or any portion thereof;
 - g.) **"Township"** means the Corporation of the Township of Puslinch.

2. The fees, costs and charges, as outlined in the schedules attached hereto and forming part of this By-law shall be automatically adjusted annually based on the Consumer Price Index for Ontario from May to May.
3. Any person requesting, applying or utilizing the services, applications or approvals listed in the attached schedules and forming part of this By-law shall pay the fees listed for that service, application or approval as set out in the attached schedules.
4. These fees, **costs**, and charges are applicable to residents and non-residents at the rates noted unless there is a specified exemption in the attached schedules.
5. No request by any person for a service, application or approval listed in the attached schedules shall be acknowledged or performed by the **Township** unless and until the person requesting the service, application or approval has paid the fees, **costs** or charges as set out in the attached schedules, unless noted otherwise.
6. All **Township** accounts and invoices are due and payable when rendered.
7. All unpaid fees, **costs** or charges imposed by this By-law on a person constitute a debt of the person to the **Township**.
8. The Treasurer shall add the fees, **costs** and charges imposed pursuant to this By-law to the tax roll for any **property** in the **Township** for which all of the **property owners** are responsible for paying the fees, **costs** and charges under this By-law and collect them in the same manner as municipal taxes in accordance with Section 398 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.
9. If peer or legal review **costs** are incurred by the **Township** in the processing of an application or approval by the **Township**, the applicant is required to pay these **costs** to the **Township**. The following are the applications or approvals subject to peer or legal review **costs**:
 - a. Agreements – Major, Minor, Registered
 - b. Garden Suites and Renewals (Zoning)
 - c. Lifting of Holding Designation (Zoning)
 - d. Minor Variance – Type 1 and Type 2
 - e. Part Lot Control Exemption By-law
 - f. Pre-Consultation Fee - Mandatory
 - g. Site Alteration Permit Application
 - h. Site Plan Application
 - i. Zoning By-law Amendment
 - j. Zoning By-Law Amendment – Aggregate
10. The **Township** is not obligated to further process an application or approval until all outstanding third party **costs**, fees and other disbursements have been paid by the applicant.
11. The fees, **costs** and charges listed in the schedules to this By-law shall, where applicable, be subject to any applicable provincial and federal taxes.
12. Any fee, **cost** or charge:
 - a. authorized by a by-law or council resolution that comes into effect on the same or a later date than this By-law; or
 - b. included in a valid agreement entered into by the **Township** and one or more other parties,

shall be the approved and imposed fee, **cost** or charge for the service, activity or use of **property** specified.
13. The payment of any fee, **cost** or charge in this By-law shall be in Canadian currency.

14. The following Schedules form part of this By-law:

Schedule	Department
A	Administration
B	Finance
C	Public Works
D	Fire and Rescue Services
E	Building
F	Planning and Development
G	By-law
H	Parks
I	Optimist Recreation Centre
J	Puslinch Community Centre

15. The fees, **costs** and charges, as outlined in the schedules attached hereto and forming part of this By-law, shall be implemented and take effect on January 1, 2024.

Fire Department Specific Response Fees

16. The **property owner** shall be responsible for the payment of **fire department specific response fees** imposed by this By-law in accordance with Schedule D attached to this By-law.

17. The **Township** may use **Indemnification Technology®** to assess applicable insurance coverage for **fire department specific response fees**.

18. Where the **Township** believes and/or **Indemnification Technology®** indicates **fire department specific response fees** are applicable but the **property owner** does not have, in part or in full, insurance coverage for **fire department** charges for the **property**, the **Township** may adjust the **fire department specific response fees** to the extent of insurance coverage upon provision by the **property owner** of evidence, to the satisfaction of the **Township**, that no such insurance coverage exists or to demonstrate the limits of such coverage.

Cancellation Terms – Parks, Optimist Recreation Centre, Puslinch Community Centre

19. A refund of 80 percent will be provided where 30 days' notice of cancellation is given prior to the rental date for the following:

- a. Puslinch Community Centre rentals.
- b. Parks and Optimist Recreation Centre rentals of eight or more bookings.

20. A full refund will be provided where 72 hours or 3 days' notice of cancellation is given prior to the rental date for Parks rentals and Optimist Recreation Centre rentals.

Payment Terms – Parks, Optimist Recreation Centre, Puslinch Community Centre

21. One-Time Rentals - Payment is required within five business days of contract creation.

22. Recurring Rentals Throughout the Year - Payment is required on a quarterly basis. The first payment is required within five business days of contract creation. Future payments are required quarterly.

23. Recurring Seasonal Bookings - Payment is required in two instalments. The first payment is required within five business days of contract creation. The second payment is required halfway through the season.

Exemptions, Fee Waivers, Fee Reductions

24. Government organizations are exempt from the agreement fees imposed by this By-law.

25. The Optimist Club of Puslinch is exempt from the photocopy fees imposed by this By-law for **Township** Clean-up and Remembrance Day. The Aberfoyle Agricultural Society is exempt from the photocopy fees imposed by this By-law for the Fall Fair.

26. The following events are exempt from the rental fees imposed by this By-law:

- a. Fall Fair
- b. Santa Claus Parade
- c. Canada Day
- d. Family Day
- e. Remembrance Day

27. The Winter Classic Tournament held during the Family Day Long Weekend including events held on the statutory holiday are exempt from the payment of rental fees with the exception of part-time staffing **costs**.

28. The following requests are not eligible for a fee reduction or waiver:

- a. Religious services
- b. Licences, development charges, cash in lieu of parkland, planning fees, permits, inspections, insurance, personnel costs

29. Eligible organizations can obtain one complimentary two-hour room rental for one meeting during non-prime times in the Meeting Room.

30. Usage of **Township** property must comply with the **Township's** requirements including necessary insurance, permits and approvals within the required timelines.

31. Reduced rates are not offered during prime-time for facilities or parks that have a prime-time and non-prime time rate.

32. A 75% reduced rate shall apply to organizations that meet the eligibility criteria.

33. A 90% reduced rate shall apply to Seniors' Events or Programs.

34. A 90% reduced rate shall apply to Whistle Stop Co-operative Pre-school and Guelph Community Health Centre (The Playgroup).

Reduced Rate Eligibility Criteria

35. Organizations applying for a reduced rate must meet the following eligibility criteria:

- a. Be in existence for at least one year; and
- b. have its principal address in the **Township**; and
- c. be a not-for-profit organization or an unincorporated community group; and
- d. offer services that benefit the **Township** and its residents; and
- e. be in good financial standing with the **Township** and not in litigation with the **Township**; and
- f. be in compliance with any other **Township** by-laws and policies.

For the purposes of this By-law, Puslinch Minor Sports Organizations, Puslinch Religious Organizations, Guelph Community Health Centre (The Playgroup), YMCA/YWCA of Guelph, and the Aberfoyle Agricultural Society are deemed to meet the eligibility criteria.

36. For the purposes of this By-law, services that benefit the **Township** and its residents include:

- a. Charitable community services

- b. Artistic endeavours, including literature, dance, music, theatre, painting, sculpture, movies, photography and live performances
- c. Specific cultural and heritage activities
- d. Programs that improve the health and well-being of the community
- e. Programs that encourage participation in organized athletic activities
- f. Services or events directed for youth and older adults
- g. Public safety enhancement services

37. The following organizations are not eligible for a reduced rate:

- a. Adult sports organizations ie. Old Timers, Puslinch Kodiak's, Morriston Men's League, The Aberfoyle Dukes.
- b. County, Provincial and Federal organizations.
- c. Groups or organizations affiliated with any political party or event.
- d. Individuals, commercial organizations, and coalitions such as ratepayer associations.
- e. Hospitals, hospital foundations and hospital auxiliary groups or agencies.
- f. Educational institutions including universities, colleges, schools and associated auxiliary groups.

38. The following information will be required to review an organization's eligibility:

- a. A copy of the letters patent or articles of incorporation, if applicable.
- b. A copy of its Notification of Charitable Registration letter from the Canada Revenue Agency with any supporting documentation indicating the organization's status and terms of registration, if applicable.
- c. A copy of mandate, constitution and by-laws, as applicable.

39. Should any part of this By-law including any part of the schedules, be determined by a Court of competent jurisdiction to be invalid or of no force and effect, such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of the Schedules, as applicable, shall continue to operate and to be in force and effect.

40. This By-law shall be known as the "User Fees and Charges By-law".

41. That By-law No. 044/22 is hereby repealed, effective January 1, 2024.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18th DAY OF OCTOBER 2023.

James Seeley, Mayor

Courtenay Hoytfox, Clerk

**SCHEDULE A: ADMINISTRATION REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Agreements - Major - Not Registered *	Administration fee	\$569.00	\$586.00	\$0.00	\$586.00	3.0%	E	For recovery of the costs of facilitating and preparing agreements, ie. a lease agreement on Township lands.
Agreements - Minor - Not Registered *	Administration fee	\$284.00	\$292.00	\$0.00	\$292.00	2.8%	E	For recovery of the costs of facilitating and preparing agreements, ie. miscellaneous agreements.
Agreements - Registered *	Administration fee	\$871.00	\$898.00	\$0.00	\$898.00	3.1%	E	For recovery of the costs of facilitating and preparing agreements, ie. an encroachment agreement or a conditional building permit.
Doors of Puslinch Poster	Per Poster	N/A	\$17.70	\$2.30	\$20.00	100.0%	T	See Report FIN-2023-025.
Freedom of Information	Charged at the rate permitted per the legislation.						E	Regulated by Statute - See Report FIN-2017-024.
Routine Disclosure	Per Request	\$5.00	\$5.00	\$0.00	\$5.00	0.0%	E	Note 1
Signature of Commissioner	Per Document	\$22.81	\$23.51	\$3.06	\$26.57	3.1%	T	
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices						T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs - See Report FIN-2020-034
* the fees denoted with an asterisk are also subject to the Township's disbursements and third party consultant fees incurred for the processing of the application.								
Note 1: Routine Disclosure								
Applies to records that may not be subject to the Municipal Freedom of Information and Protection of Privacy Act and may include but are not limited to the following types of record requests:								
*building drawings, septic drawings, surveys, occupancy permits, Committee of Adjustment or PDAC records, environmental records, site plan records, detailed financial records/invoices and Council records that are not available in a digital format (agendas and minutes) \$5.00 per request including the first 15 minutes of search time; \$7.50 shall be charged for each additional 15 minutes spent by Township staff to search for the records.								

**SCHEDULE B: FINANCE REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS	
Online Service Fee	Total Transaction Amount	1.75 Percent	1.75 Percent			0.0%	E	In accordance with Visa and Mastercard merchant recommendations. See Report FIN-2022-029	
Photocopy	Per Page	\$0.30	\$0.31	\$0.04	\$0.35	3.3%	T	Photocopy fees are exempt for Township Clean-up and Remembrance Day in accordance with Council Resolution No. 2017-363.	
Returned Cheque Fee	Per Returned Cheque	\$43.12	\$44.00	\$0.00	\$44.00	2.0%	E	For any cheques that do not clear the Township's bank account.	
Tax Certificate	Per Certificate	\$64.68	\$66.00	\$0.00	\$66.00	2.0%	E		
Tax Sale Charges	Actual costs incurred							T	Cost recovery of fees and disbursements as charged by consultants and solicitors.
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices							T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs - See Report FIN-2022-029.
Tile Drainage Loan Application and Inspection Fee	Flat Fee	\$227.61	\$234.00	\$0.00	\$234.00	2.8%	E	See Report FIN-2018-028	

**SCHEDULE C: PUBLIC WORKS REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Entrance Permit - Commercial/Industrial	Flat Fee	\$446.00	\$460.00	\$0.00	\$460.00	3.1%	E	See Report FIN-2019-027 and By-law No. 2020-032
Entrance Permit - Farm	Flat Fee	\$241.00	\$248.00	\$0.00	\$248.00	2.9%	E	See By-law No. 2020-032
Entrance Permit - Field/Woodlot	Flat Fee	\$223.00	\$230.00	\$0.00	\$230.00	3.1%	E	See Report FIN-2019-027 and By-law No. 2020-032
Entrance Permit - Residential	Flat Fee	\$268.00	\$276.00	\$0.00	\$276.00	3.0%	E	See Report FIN-2019-027
Entrance Permit - Temporary	Flat Fee	\$165.00	\$170.00	\$0.00	\$170.00	3.0%	E	See By-law No. 2020-032
Entrance Permit Deposit	Per Application	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.0%	E	Deposit fully refundable upon completion of the entrance and pending no damages to the roadway. See Report FIN-2021-025
Municipal Street Naming: Initial Application Review	All costs associated with any third party review, if required.						T	This fee is applicable to all Municipal Street Naming and Renaming requests in accordance with the Municipal Street Naming Policy - See Report FIN-2022-029.
Municipal Street Renaming: Application Notice Requirement	Flat Fee	\$700.00	\$722.00	\$0.00	\$722.00	3.1%	E	This fee is applicable to Municipal Street Renaming requests that comply with the naming standards in accordance with the Municipal Street Naming Policy - See Report FIN-2022-029.
Municipal Street Renaming: Aid Distribution Per Residential Property (if opted in) on the Street Proposed to be Renamed	Flat Fee	\$200.00	\$206.00	\$0.00	\$206.00	3.0%	E	This fee is to be paid in full by the Requester for Municipal Street Renaming requests that comply with the naming standards - See Report FIN-2022-029. This fee is to be shared equally by the Township and the Requester for Municipal Street Renaming requests that do not comply with the naming standards - See Report FIN-2022-029.

**SCHEDULE C: PUBLIC WORKS REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Municipal Street Renaming: Aid Distribution Per Legal Business (if opted in) on the Street Proposed to be Renamed	Flat Fee	\$500.00	\$515.00	\$0.00	\$515.00	3.0%	E	This fee is to be paid in full by the Requester for Municipal Street Renaming requests that comply with the naming standards - See Report FIN-2022-029. This fee is to be shared equally by the Township and the Requester for Municipal Street Renaming requests that do not comply with the naming standards - See Report FIN-2022-029.
Municipal Street Renaming: Street Name Signage	Per Sign	\$250.00	\$257.00	\$33.41	\$290.41	2.8%	T	This fee is applicable to Municipal Street Renaming requests that comply with the naming standards in accordance with the Municipal Street Naming Policy - See Report FIN-2022-029.
Municipal Street Renaming: Street Name Signage Installation	Flat Fee	\$100.00	\$103.00	\$13.39	\$116.39	3.0%	T	This fee is applicable to Municipal Street Renaming requests that comply with the naming standards in accordance with the Municipal Street Naming Policy - See Report FIN-2022-029.
Municipal Street Renaming: Private Streets	To a Maximum of	\$500.00	\$515.00	\$0.00	\$515.00	3.0%	E	Additional fees may be borne by the owner of a private street where the street re-naming requires the amendment of existing documents. Upon verification, the Township shall notify the requester of the additional fees and the Township and the requester shall each be responsible to pay 50% of the cost to a maximum of \$1,000 total (\$500 paid by the Township and \$500 paid by the requester). Any amount exceeding \$1000 shall be the responsibility of the private street owner.
Oversize-Overweight Load Permits	Per Trip	\$113.00	\$116.00	\$0.00	\$116.00	2.7%	E	

SCHEDULE C: PUBLIC WORKS REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices						T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs

**SCHEDULE D: FIRE AND RESCUE SERVICES REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Burning Permit Violations or Unauthorized Open Air Burning	Note 1						E	Emergency responses to illegal burning or burning without a permit.
Carbon Monoxide Alarms	Per Alarm	\$22.00	N/A removal of fee recommended				T	See Report FIN-2023-025
Daycare & Home Daycare Inspections	Per Inspection	\$113.26	\$116.00	\$15.08	\$131.08	2.4%	T	As mandated in the Fire Code.
Emergency Responses to Incidents such as Collisions/Fires/Hazardous Material Releases on Roadways	Note 1						E	Township residents are exempt from payment of fee for emergency responses where emergency occurs on a Township of Puslinch or County of Wellington Road.
Fire Alarm False Alarm Calls	Note 1						E	A false alarm call after the second false alarm in any calendar year.
Fire Department Specific Response Fees	Note 1 and Note 2						T	FIR-2019-010
Fire Extinguisher Training	Per Person	\$17.05	\$17.58	\$2.29	\$19.87	3.1%	T	
Fire Safety Plan Review	Per Plan	\$136.35	\$140.00	\$18.20	\$158.20	2.7%	T	
Industrial/Commercial/Institutional /Assembly/Apartment	Base Inspection	\$113.26	\$116.00	\$15.08	\$131.08	2.4%	T	Any inspections completed by the fire department that are new, complaint driven, requested or mandated.
Industrial/Commercial/Institutional /Assembly/Apartment	Plus each tenant/occupant/apartment unit	\$28.49	\$29.00	\$3.77	\$32.77	1.8%	T	Any inspections completed by the fire department that are new, complaint driven, requested or mandated.
Information or Fire Reports	Per Report	\$85.56	\$88.00	\$0.00	\$88.00	2.9%	E	Requested for emergency incidents.
Key Boxes	Per Box	\$168.43	\$173.00	\$22.49	\$195.49	2.7%	T	For rapid entry for firefighters. See Report FIN-2020-044.
Occupancy Load	Flat Fee	\$113.26	\$116.00	\$0.00	\$116.00	2.4%	E	
Open Air Burning Permit Inspection Fee	Per Inspection	\$45.64	\$47.00	\$6.11	\$53.11	3.0%	T	As a result of a request to modify the terms and conditions of the Open Air Burning Permit.
Open Air Burning Permit	Per Permit	\$22.77	\$27.00	\$0.00	\$27.00	18.6%	E	Permit must be renewed annually. Report FIN-2023-030.
Post Fire Watch	Note 1						E	

**SCHEDULE D: FIRE AND RESCUE SERVICES REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Replacement of Equipment and Resources Used	Actual costs incurred						T	Materials used in emergency responses.
Sale of Fireworks Permit	Per Permit	\$113.26	\$116.00	\$0.00	\$116.00	2.4%	E	
Setting Off or Discharge of High Hazard Fireworks Permit	Per Permit	\$113.26	\$116.00	\$0.00	\$116.00	2.4%	E	
Smoke Alarms	Per Alarm	\$8.14	N/A removal of fee recommended				T	See Report FIN-2023-025
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices						T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs - See Report FIN-2022-029.
Water Tank Locks	Per Lock	\$20.24	\$20.87	\$2.71	\$23.58	3.1%	T	For locking water tank lids closed.
Special Events	No fee at this time							Requests for Attendance.
Authorized Requester Agreement - Search Fee	No fee at this time							Standard information product per record search fee - See Report FIN-2017-024.

Note 1: Standard Rate as approved by the Ministry of Transportation (MTO) adjusted periodically in accordance with the consumer price index:

MTO rate in effect as of November 1, 2022: \$543.03 Per Hour Per Truck

MTO rate in effect as of November 1, 2023: Not released at time of by-law preparation.

MTO rate in effect as of November 1, 2024: Not released at time of by-law preparation.

Note 2: Fire Department Specific Response Fees

Fire department specific response fees shall be the total of:

- a. Current MTO* rate per unit per hour or portion thereof for each unit
- b. rate per person per hour or portion thereof for each firefighter
- c. other costs including but not limited to: foam, metered water, and any other consumable supplies. Air tank re-filling, cleaning equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs from automatic/mutual aid agreements, fire protection agreements, water bomber drops, etc.

* The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each **fire department** vehicle attending, resources consumed in attendance to the **property** incident. The time shall be measured from the time of departure of each unit from the **fire department's** facilities to the time the unit is cleared for the next call out.

**SCHEDULE E: BUILDING REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS	
Minimum Permit Fee	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E	For all work unless otherwise noted	
<u>NEW BUILDING, ADDITIONS, MEZZANINES</u>									
<u>Group A & B: Assembly & Care and Detention Buildings</u>									
Shell	Per Sq. Foot	\$2.75	\$2.83	\$0.00	\$2.83	2.9%	E	See Report FIN-2017-024	
Finished	Per Sq. Foot	\$3.07	\$3.16	\$0.00	\$3.16	2.9%	E	See Report FIN-2017-024	
<u>Group C: Residential Buildings</u>									
Houses, Townhouses, and Apartments	Per Sq. Foot	\$2.20	\$2.26	\$0.00	\$2.26	2.7%	E		
Manufactured Home	Per Sq. Foot	\$1.65	\$1.70	\$0.00	\$1.70	3.0%	E		
Garage/carport/shed/boathouse	Per Sq. Foot	\$0.87	\$0.89	\$0.00	\$0.89	2.3%	E	See Report FIN-2018-028	
Deck, porch, dock	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E		
<u>Group D & E: Business and Personal Service and Mercantile Buildings</u>									
Shell	Per Sq. Foot	\$2.08	\$2.14	\$0.00	\$2.14	2.9%	E	See Report FIN-2017-024	
Finished	Per Sq. Foot	\$2.45	\$2.52	\$0.00	\$2.52	2.9%	E	See Report FIN-2017-024	
<u>Group F: Industrial Buildings</u>									
Shell	Per Sq. Foot	\$0.84	\$0.86	\$0.00	\$0.86	2.4%	E	See Report FIN-2017-024	
Finished	Per Sq. Foot	\$1.07	\$1.10	\$0.00	\$1.10	2.8%	E	See Report FIN-2017-024	
<u>Farm Buildings</u>									
New Building	Per Sq. Foot	\$0.35	\$0.36	\$0.00	\$0.36	2.9%	E	See Report FIN-2017-024	
<u>INTERIOR FINISHES AND ALTERATIONS - ALL CLASSIFICATIONS</u>									
Finishes to all areas	Per Sq. Foot	\$0.59	\$0.60	\$0.00	\$0.60	1.7%	E		
<u>SEWAGE SYSTEMS</u>									
New Installation	Flat Fee	\$709.00	\$731.00	\$0.00	\$731.00	3.1%	E		
Replacement or alteration	Flat Fee	\$532.00	\$548.00	\$0.00	\$548.00	3.0%	E		
<u>ALTERNATIVE SOLUTIONS</u>									
All buildings/systems within scope of Part 9	Flat Fee	\$569.00	\$586.00	\$0.00	\$586.00	3.0%	E	See Report FIN-2017-024	
All buildings/systems within scope of Part 3	Flat Fee	\$1,139.00	\$1,174.00	\$0.00	\$1,174.00	3.1%	E	See Report FIN-2017-024	
<u>SPECIAL CATEGORIES AND MISCELLANEOUS</u>									
Change of Use Permit (No Construction)	Flat Fee	\$227.00	\$234.00	\$0.00	\$234.00	3.1%	E	See Report FIN-2017-024	
Construction prior to issuance of a permit	100% of permit fee							E	Fee is in addition to all other required permit fees.

**SCHEDULE E: BUILDING REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Conditional Permits	20% of permit fee						E	Fee is in addition to all other required permit fees.
Demolition Permit	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E	
Designated Structure Permit	Flat Fee	\$473.00	\$487.00	\$0.00	\$487.00	3.0%	E	Listed per Div.A, 1.3.1.1 Solar installation
Fireplace/Woodstove	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E	
Inspection of works not ready	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E	At the discretion of the Chief Building Official. Includes code violations and deficiencies.
Occupancy Permit	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E	
Occupancy without an Occupancy Permit	Flat Fee	\$284.00	\$292.00	\$0.00	\$292.00	2.8%	E	At the discretion of the Chief Building Official. This fee is not imposed as it relates to the current initiative of closing old open building permits as approved by Council in the 2018 Budget.
Portables	Flat Fee	\$227.00	\$234.00	\$0.00	\$234.00	3.1%	E	
Reproduction of Digital Drawings	Per Page	\$5.00	\$5.15	\$0.67	\$5.82	3.0%	T	Current rate covers the cost for the digital reproduction of (1) digital copy of drawings - See Report FIN-2022-029.
Revision to Approved Plans	Flat Fee	\$354.00	\$365.00	\$0.00	\$365.00	3.1%	E	Before or after a permit is issued - significant changes to approved plans requiring further review. Minor revisions which result in no fee include eliminating a closet, finishing a three-piece bathroom, cosmetic changes, layout changes, removing non-load bearing walls, etc.
Sign Permits	Flat Fee	\$295.00	\$304.00	\$0.00	\$304.00	3.1%	E	With building permit
Storefront replacement	Flat Fee	\$227.00	\$234.00	\$0.00	\$234.00	3.1%	E	
Tents	Flat Fee	\$237.00	\$244.00	\$0.00	\$244.00	3.0%	E	Tents and air-supported structures shall be in conformance with the Building Code and Section 2.9 of the Fire Code. Report FIN-2019-031
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices						T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs - See Report FIN-2020-034
Transfer of Permit	Flat Fee	\$176.00	\$181.00	\$0.00	\$181.00	2.8%	E	

INTERPRETATION

The following requirements are to be applied in the calculation of permit fees:

- Floor area of the proposed work is to be measured to the outer face of exterior walls and to the centre line of party walls or demising walls.
- Unfinished loft space, habitable attics, mezzanines and interior balconies are to be included in all floor area calculations.
- Unfinished basement space and attached residential garages are not included in floor area calculations.
- The occupancy categories in this Schedule correspond with the major occupancy classifications in the Ontario Building Code. For multiple occupancy floor areas, the permit fees for each of the applicable

**SCHEDULE E: BUILDING REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
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occupancy categories may be used.

- In the case of interior alterations or renovations, area of proposed work is the actual space receiving the work, e.g. tenant suite.
- Additional permit fees are not required for an attached deck to a residential dwelling, when the deck is shown on the approved residential building plans.
- For classes of permits not described in this Schedule, a reasonable permit fee shall be determined by the Chief Building Official.

**SCHEDULE F: PLANNING AND DEVELOPMENT REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Agreements - Minor - Not Registered *	Administration fee	\$284.00	\$292.00	\$0.00	\$292.00	2.8%	E	For recovery of the costs of facilitating and preparing agreements, ie. maintenance and operations agreement
Agreements - Registered *	Administration fee	\$872.00	\$899.00	\$0.00	\$899.00	3.1%	E	For recovery of the costs of facilitating and preparing agreements, ie. planning act applications and building permit agreements (ie. permission to have a second dwelling while another is being built), etc.
Compliance Letter - Type 1	Flat Fee	\$85.00	\$87.00	\$0.00	\$87.00	2.4%	E	Note 3
Compliance Letter - Type 2	Flat Fee	\$128.00	\$132.00	\$0.00	\$132.00	3.1%	E	Note 4
Consent Review and Condition Clearance	Flat Fee	\$152.00	\$156.00	\$0.00	\$156.00	2.6%	E	
Consent Review and Condition Clearance - Safe Access Clearance	Flat Fee	\$55.00	\$56.00	\$0.00	\$56.00	1.8%	E	Report FIN-2022-029
Garden Suites and Renewals (Zoning) *	Administration fee	\$1,342.00	\$1,383.00	\$0.00	\$1,383.00	3.1%	E	Report FIN-2019-034
Lifting of Holding Designation (Zoning) *	Administration fee	\$668.00	\$1,472.00	\$0.00	\$1,472.00	120.4%	E	Report FIN-2023-025
Minor Variance - Type 1 *	Administration fee	\$806.00	\$830.00	\$0.00	\$830.00	3.0%	E	Note 1
Minor Variance - Type 2 *	Administration fee	\$1,365.00	\$1,407.00	\$0.00	\$1,407.00	3.1%	E	Note 2
Ownership List Confirmation	Flat Fee	\$77.00	\$79.00	\$0.00	\$79.00	2.6%	E	See Report FIN-2019-027
Part Lot Control Exemption By-law *	Administration fee	\$667.00	\$1,472.00	\$0.00	\$1,472.00	120.7%	E	Report FIN-2023-025
Pre-Consultation Fee - Mandatory *	Administration fee	\$686.00	\$1,052.00	\$0.00	\$1,052.00	53.4%	E	Report FIN-2022-029 and Report FIN-2023-025
Site Plan Application *	Administration fee	\$1,500.00	\$4,124.00	\$0.00	\$4,124.00	174.9%	E	Report FIN-2022-029 and Report FIN-2023-025
Telecommunication Tower Proposals	Flat Fee	\$2,803.00	\$2,890.00	\$0.00	\$2,890.00	3.1%	E	Report FIN-2021-25 - Township administration fee and third party fee.
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices						T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs - See Report FIN-2020-034
Zoning By-Law Amendment - Aggregate *	Administration fee	\$17,111.00	\$25,044.00	\$0.00	\$25,044.00	46.4%	E	Report FIN-2023-025
Zoning By-Law Amendment *	Administration fee	\$2,500.00	\$9,980.00	\$0.00	\$9,980.00	299.2%	E	Report FIN-2022-029 and Report FIN-2023-025

INTERPRETATION

* the fees denoted with an asterisk are also subject to the Township's disbursements and third party consultant fees incurred for the processing of the application.

SCHEDULE F: PLANNING AND DEVELOPMENT REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES

EFFECTIVE 2024

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
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Note 1: Minor Variance - Type 1

Any minor variance application to permit any of the following on residential properties:

- Lot line setbacks for single family dwellings and accessory structures
- Height variances for single family dwellings and accessory structures
- Maximum size of accessory structure variances
- Maximum size of accessory unit variances

Note 2: Minor Variance - Type 2

All other minor variance applications not listed under Type 1.

Note 3: Compliance Letter - Type 1

Includes known building permit history and status as well as applicable zoning designation and permitted uses.

Note 4: Compliance Letter - Type 2 (Type 1 fee plus 50%)

Includes known building permit history and status as well as applicable zoning designation and permitted uses, the status of registered site plans and securities but does not include a title search.

Refund of Application Fees

In the case of a withdrawal or abandonment of an application, staff shall determine the amount of paid fees that may be refunded to the applicant, if any, in accordance with the following:

- a.) 80 percent (80%) if administrative functions have only been performed;
- b.) 70 percent (70%) if administrative and zoning functions have only been performed;
- c.) 45 percent (45%) if administrative, zoning, and a completed application has been circulated with comments;
- d.) 35 percent (35%) if application has been sent for second submission and comments have been received;
- e.) no refund shall be made if the application has been approved by Committee and/or Council

**SCHEDULE G: BY-LAW REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Dog Tags	Per Tag	\$32.99	\$34.00	\$0.00	\$34.00	3.1%	E	No more than 3 dogs are permitted per dwelling unit, to a maximum of 5 dogs per property (only where a legal accessory apartment is permitted).
Replacement Dog Tag	Per Tag	\$11.00	\$11.34	\$0.00	\$11.34	3.1%	E	See Report FIN-2020-044
Fence Viewer's Application	Per Application	\$341.97	\$352.00	\$0.00	\$352.00	2.9%	E	
Filming Permit Fee	Flat Fee	\$569.58	\$587.00	\$0.00	\$587.00	3.1%	E	Filming of special events on Township lands/roads.
Filming Permit Security Deposit	Per Filming Permit - days 1 to 3	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0%	E	For filming projects one (1) to three (3) days in duration - see Report FIN-2022-029 and Filming Policy No. 2022-005.
Filming Permit Security Deposit	Per Filming Permit - each subsequent day after day 3	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.0%	E	After three days of filming, an additional \$2,000 will be required for each subsequent day. See Report FIN-2022-029 and Filming Policy No. 2022-005.
Kennel Licence - New Application	Per Application	\$539.00	\$555.00	\$0.00	\$555.00	3.0%	E	See By-law No. 024-2021
Kennel Licence - Renewal Application	Per Application	\$215.60	\$222.00	\$0.00	\$222.00	3.0%	E	See By-law No. 024-2021
Kennel Licence - Alteration Application	Per Application	N/A	\$222.00	\$0.00	\$222.00	100.0%	E	Report FIN-2023-025
Kennel Licence - Retiring Application	Per Application	\$80.85	\$83.00	\$0.00	\$83.00	2.7%	E	See By-law No. 024-2021
Liquor License Letter	Per Inspection	\$177.03	\$182.00	\$0.00	\$182.00	2.8%	E	Requested or required inspection of licensed sales establishments (as defined by the Liquor Licence Establishment Board of Ontario) that requires an inspection and/or a letter.
Lottery Licence	3% of prize value						E	Fee regulated by AGCO (Nevada, Raffle, Bazaar, etc.).
Municipal Addressing Sign	Flat Fee	\$23.10	\$23.82	\$3.10	\$26.92	3.1%	T	
Municipal Addressing Post	Flat Fee	\$23.10	\$23.82	\$3.10	\$26.92	3.1%	T	
Property Standards Appeal Fee	Flat Fee	\$290.29	\$299.00	\$0.00	\$299.00	3.0%	E	Report FIN-2019-031
Publicized Displays Application Fee	Flat Fee	\$150.00	\$154.00	\$0.00	\$154.00	2.7%	E	Report FIN-2022-029 and Publicized Displays By-law No. 2022-008
Publicized Displays Appeal Fee	Flat Fee	\$30.00	\$30.93	\$0.00	\$30.93	3.1%	E	Report FIN-2022-029 and Publicized Displays By-law No. 2022-008

**SCHEDULE G: BY-LAW REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS	
Reinspection Fee	Flat Fee Per Reinspection	\$75.00	\$77.00	\$0.00	\$77.00	2.7%	E	Not charged on first inspections (ie. the inspection to determine if a violation is occurring). Reinspection will be charged each subsequent time the By-law Enforcement, Property Standards, and Licensing Officer attends the site to inspect and compliance has not been achieved (does not include inspections for the purpose of gathering further information). See Report FIN-2022-029.	
Septic Compliance Letter	Flat Fee	\$85.56	\$88.00	\$0.00	\$88.00	2.9%	E	Fee charged is consistent for all Township departments.	
Sign Permits	Flat Fee	\$113.26	\$116.00	\$0.00	\$116.00	2.4%	E	Without building permit.	
Site Alteration Permit Application *	Administration Fee	\$1,800 plus \$75 per hectare (rounded to the greater whole aggregate).					E		
Site Alteration Permit Application - Normal Farm Practices *	Administration Fee	See Third Party Cost Recovery Fee Below	\$103.00	\$0.00	\$103.00	100.0%	E	See Report FIN-2023-025	
Site Alteration Permit Service Fee	Per m ³	\$0.06	\$0.06	\$0.00	\$0.06	0.0%	E	Paid at time of application.	
Special Events Permit	Per Letter	\$85.56	\$88.00	\$0.00	\$88.00	2.9%	E	Report FIN-2022-029	
Swimming Pool Enclosure Permit	Flat Fee	\$244.11	\$251.00	\$0.00	\$251.00	2.8%	E		
Third Party Cost Recovery	Actual costs incurred + \$100.00 cumulative administration fee for all invoices							T	Material, equipment, labour/benefits, administration costs, third party consultant/specialist costs - See Report FIN-2020-034
* the fees denoted with an asterisk are also subject to the Township's disbursements and third party consultant fees incurred for the processing of the application.									

**SCHEDULE H: PARKS REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER Note 1	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Ball Diamonds - No Lights	Per Hour	\$23.76	\$24.50	\$3.19	\$27.69	3.1%	T	
75% Reduced Rate - Ball Diamonds - No Lights	Per Hour	\$5.94	\$6.12	\$0.80	\$6.92	3.0%	T	
90% Reduced Rate - Ball Diamonds - No Lights	Per Hour	\$2.37	\$2.44	\$0.32	\$2.76	3.0%	T	Note 2
Ball Diamonds - Lights	Per Hour	\$35.63	\$36.74	\$4.78	\$41.52	3.1%	T	after 8:30 p.m.
75% Reduced Rate - Ball Diamonds - Lights	Per Hour	\$8.80	\$9.07	\$1.18	\$10.25	3.1%	T	after 8:30 p.m.
90% Reduced Rate - Ball Diamonds - Lights	Per Hour	\$3.56	\$3.67	\$0.48	\$4.15	3.1%	T	after 8:30 p.m. Note 2
All Ball Diamonds	Per Day	\$178.25	\$183.78	\$23.89	\$207.67	3.1%	T	
75% Reduced Rate - All Ball Diamonds	Per Day	\$44.54	\$45.93	\$5.97	\$51.90	3.1%	T	
90% Reduced Rate - All Ball Diamonds	Per Day	\$17.83	\$18.39	\$2.39	\$20.78	3.1%	T	Note 2
Ball Diamonds - Dragging	Per Occurrence	\$45.53	\$46.95	\$6.10	\$53.05	3.1%	T	Upon request and approval - June 15, 2016 Special Council Meeting.
75% Reduced Rate - Ball Diamonds - Dragging	Per Occurrence	\$11.38	\$11.73	\$1.52	\$13.25	3.1%	T	Upon request and approval - June 15, 2016 Special Council Meeting.
90% Reduced Rate - Ball Diamonds - Dragging	Per Occurrence	\$4.55	\$4.69	\$0.61	\$5.30	3.1%	T	Upon request and approval - June 15, 2016 Special Council Meeting. Note 2
Soccer Field - No Lights	Per Hour	\$30.24	\$31.18	\$4.05	\$35.23	3.1%	T	Development of a fee - Report FIN-2017-012
75% Reduced Rate - Soccer Field - No Lights	Per Hour	\$7.59	\$7.82	\$1.02	\$8.84	3.0%	T	Development of a fee - Report FIN-2017-012
90% Reduced Rate - Soccer Field - No Lights	Per Hour	\$3.02	\$3.11	\$0.40	\$3.51	3.0%	T	Development of a fee - Report FIN-2017-012 Note 2
Soccer Field - Lights	Per Hour	N/A	\$38.00	\$4.94	\$42.94	100.0%	T	Development of a fee - Report FIN-2023-025
75% Reduced Rate - Soccer Field - Lights	Per Hour	N/A	\$9.50	\$1.24	\$10.74	100.0%	T	Development of a fee - Report FIN-2023-025
90% Reduced Rate - Soccer Field - Lights	Per Hour	N/A	\$3.80	\$0.49	\$4.29	100.0%	T	Development of a fee - Report FIN-2023-025 Note 2
Soccer Field - No Lights	Per Day	\$307.67	\$317.21	\$41.24	\$358.45	3.1%	T	Development of a fee - Report FIN-2017-012
75% Reduced Rate - Soccer Field - No Lights	Per Day	\$76.87	\$79.26	\$10.30	\$89.56	3.1%	T	Development of a fee - Report FIN-2017-012
90% Reduced Rate - Soccer Field - No Lights	Per Day	\$30.77	\$31.73	\$4.12	\$35.85	3.1%	T	Development of a fee - Report FIN-2017-012 Note 2
Soccer Field - Lights	Per Day	N/A	\$386.59	\$50.26	\$436.85	100.0%	T	Development of a fee - Report FIN-2023-025
75% Reduced Rate - Soccer Field - Lights	Per Day	N/A	\$96.65	\$12.56	\$109.21	100.0%	T	Development of a fee - Report FIN-2023-025
90% Reduced Rate - Soccer Field - Lights	Per Day	N/A	\$38.66	\$5.03	\$43.68	100.0%	T	Development of a fee - Report FIN-2023-025 Note 2
Ball Diamond Advertising	Per Season	\$199.58	\$205.77	\$26.75	\$232.52	3.1%	T	Available from May to October

**SCHEDULE H: PARKS REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER Note 1	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
75% Reduced Rate - Ball Diamond Advertising	Per Season	\$49.82	\$51.37	\$6.68	\$58.05	3.1%	T	Available from May to October
90% Reduced Rate - Ball Diamond Advertising	Per Season	\$19.96	\$20.58	\$2.68	\$23.26	3.1%	T	Available from May to October Note 2
Horse Paddock	Per Day	\$228.06	\$235.13	\$30.57	\$265.70	3.1%	T	Rental restricted to horse paddock and tractor pull area.
75% Reduced Rate - Horse Paddock	Per Day	\$56.97	\$58.74	\$7.64	\$66.38	3.1%	T	Rental restricted to horse paddock and tractor pull area.
90% Reduced Rate - Horse Paddock	Per Day	\$22.81	\$23.52	\$3.06	\$26.58	3.1%	T	Rental restricted to horse paddock and tractor pull area. Note 2
Picnic Shelter	Per Hour	\$22.77	\$23.48	\$3.05	\$26.53	3.1%	T	
75% Reduced Rate - Picnic Shelter	Per Hour	\$5.69	\$5.86	\$0.76	\$6.62	3.0%	T	
90% Reduced Rate - Picnic Shelter	Per Hour	\$2.27	\$2.34	\$0.30	\$2.64	3.1%	T	Note 2
Picnic Shelter	Per Day	\$91.16	\$93.99	\$12.22	\$106.21	3.1%	T	
75% Reduced Rate - Picnic Shelter	Per Day	\$22.79	\$23.50	\$3.06	\$26.56	3.1%	T	
90% Reduced Rate - Picnic Shelter	Per Day	\$9.11	\$9.39	\$1.22	\$10.61	3.1%	T	Note 2
Tennis Courts - No Lights	Per Hour	\$21.56	\$22.23	\$2.89	\$25.12	3.1%	T	See Report FIN-2021-025
75% Reduced Rate - Tennis Courts - No Lights	Per Hour	\$5.39	\$5.55	\$0.72	\$6.27	3.0%	T	See Report FIN-2021-025
90% Reduced Rate - Tennis Courts - No Lights	Per Hour	\$2.15	\$2.21	\$0.29	\$2.50	2.8%	T	See Report FIN-2021-025 Note 2
Tennis Courts - Lights	Per Hour	\$32.34	\$33.35	\$4.34	\$37.69	3.1%	T	See Report FIN-2021-025
75% Reduced Rate - Tennis Courts - Lights	Per Hour	\$8.09	\$8.34	\$1.08	\$9.42	3.1%	T	See Report FIN-2021-025
90% Reduced Rate - Tennis Courts - Lights	Per Hour	\$3.23	\$3.34	\$0.43	\$3.77	3.1%	T	See Report FIN-2021-025 Note 2
Fireworks Security Deposit	Per Display	\$500.00	\$500.00	\$0.00	\$500.00	0.0%	E	Clean up of Township lands after fireworks display.
Baseball Equipment and Lights Security Deposit	Per Season	\$50.00	\$50.00	\$0.00	\$50.00	0.0%	E	Lights key provided to ball diamond rentals with light use. Equipment key provided to renters with a minimum of eight rentals.
Picnic Shelter Washroom Key Security Deposit	Per Rental	\$50.00	\$50.00	\$0.00	\$50.00	0.0%	E	
Horse Paddock Security Deposit	Per Rental	\$300.00	\$300.00	\$0.00	\$300.00	0.0%	E	
Note 1: Booking availability of Township fields are dependent on field conditions.								
Note 2: A 90% reduced rate shall apply to Seniors' Events or Programs, Whistle Stop Co-operative Pre-school and Guelph Community Health Centre (The Playgroup).								

**SCHEDULE I: OPTIMIST RECREATION CENTRE REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Arena Floor	Per Hour	\$76.87	\$79.26	\$10.30	\$89.56	3.1%	T	Includes use of change rooms
75% Reduced Rate - Arena Floor	Per Hour	\$19.14	\$19.74	\$2.57	\$22.31	3.1%	T	Includes use of change rooms
90% Reduced Rate - Arena Floor	Per Hour	\$7.69	\$7.93	\$1.03	\$8.96	3.1%	T	Includes use of change rooms Note 2
Ice - Non - Prime	Per Hour	\$64.11	\$66.10	\$8.59	\$74.69	3.1%	T	Includes use of change rooms Note 1
75% Reduced Rate - Ice - Non-Prime	Per Hour	\$15.95	\$16.45	\$2.14	\$18.59	3.1%	T	Includes use of change rooms Note 1
90% Reduced Rate - Ice - Non-Prime	Per Hour	\$6.41	\$6.61	\$0.86	\$7.47	3.1%	T	Includes use of change rooms Note 1 and Note 2
Ice - Prime	Per Hour	\$184.18	\$234.00	\$30.42	\$264.42	27.0%	T	Includes use of change rooms. Report FIN-2023-030. Note 1
Gymnasium	Per Hour	\$34.98	\$36.07	\$4.69	\$40.76	3.1%	T	
75% Reduced Rate - Gymnasium	Per Hour	\$8.69	\$8.96	\$1.16	\$10.12	3.1%	T	
90% Reduced Rate - Gymnasium	Per Hour	\$3.47	\$3.57	\$0.46	\$4.03	2.9%	T	Note 2
Rink Board Advertising	Per Year	\$399.15	\$411.53	\$53.50	\$465.03	3.1%	T	
75% Reduced Rate - Rink Board Advertising	Per Year	\$99.74	\$102.84	\$13.37	\$116.21	3.1%	T	
90% Reduced Rate - Rink Board Advertising	Per Year	\$39.92	\$41.16	\$5.35	\$46.51	3.1%	T	Note 2

Note 1:

- Ice - Non-Prime: Weekdays from 9:00 am to 5:00 pm
- Ice - Prime: Weekdays from 5:00 pm to 10:00 pm, Saturdays, Sundays

Note 2: A 90% reduced rate shall apply to Seniors' Events or Programs, Whistle Stop Co-operative Pre-school and Guelph Community Health Centre (The Playgroup).

**SCHEDULE J: PUSLINCH COMMUNITY CENTRE REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Meeting Room - Non Resident Rental or Commercial Rental	Per Hour	\$37.12	\$38.28	\$4.98	\$43.26	3.1%	T	Maximum 8 hour charge if renting with a full day booking of the Hall. Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031
Meeting Room	Per Hour	\$29.69	\$30.62	\$3.98	\$34.60	3.1%	T	Maximum 8 hour charge if renting with a full day booking of the Hall.
75% Reduced Rate - Meeting Room	Per Hour	\$7.36	\$7.59	\$0.99	\$8.58	3.1%	T	Maximum 8 hour charge if renting with a full day booking of the Hall.
90% Reduced Rate - Meeting Room	Per Hour	\$2.96	\$3.05	\$0.40	\$3.45	3.0%	T	Maximum 8 hour charge if renting with a full day booking of the Hall. Note 3
Hall - Non-Prime - Non Resident Rental or Commercial Rental	Per Hour	\$79.71	\$82.18	\$10.68	\$92.86	3.1%	T	Minimum of a 3 hour booking required. Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031 Note 1 and Note 2
Hall - Non-Prime	Per Hour	\$63.78	\$65.76	\$8.55	\$74.31	3.1%	T	Minimum of a 3 hour booking required. Note 1 and Note 2
75% Reduced Rate - Hall - Non-Prime	Per Hour	\$15.95	\$16.45	\$2.14	\$18.59	3.1%	T	Minimum of a 3 hour booking required. Note 1 and Note 2
90% Reduced Rate - Hall - Non-Prime	Per Hour	\$6.37	\$6.57	\$0.85	\$7.42	3.1%	T	Minimum of a 3 hour booking required. Note 1, Note 2, and Note 3
Hall - Non-Prime - Non Resident Rental or Commercial Rental	Full Day Rental	\$542.08	\$558.88	\$72.65	\$631.53	3.1%	T	Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031 Note 1 and Note 2
Hall - Non-Prime	Full Day Rental	\$433.67	\$447.12	\$58.13	\$505.25	3.1%	T	Note 1 and Note 2
75% Reduced Rate - Hall - Non-Prime	Full Day Rental	\$108.43	\$111.80	\$14.53	\$126.33	3.1%	T	Note 1 and Note 2
90% Reduced Rate - Hall - Non-Prime	Full Day Rental	\$43.33	\$44.68	\$5.81	\$50.49	3.1%	T	Note 1, Note 2, and Note 3
Hall - Prime - Non Resident Rental or Commercial Rental	Full Day Rental	\$711.01	\$818.00	\$106.34	\$924.34	15.0%	T	Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031 and Report FIN-2023-030. Note 1 and Note 2
Hall - Prime	Full Day Rental	\$568.81	\$586.45	\$76.24	\$662.69	3.1%	T	Note 1 and Note 2
Hall - Set-up Fee - Non Resident Rental or Commercial Rental	Per Hour	\$79.72	\$82.20	\$10.69	\$92.89	3.1%	T	Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031 Note 1, Note 2 and Note 5
Hall - Set-up Fee	Per Hour	\$63.78	\$65.76	\$8.55	\$74.31	3.1%	T	Note 1, Note 2 and Note 5

**SCHEDULE J: PUSLINCH COMMUNITY CENTRE REVIEW OF MUNICIPAL RATES AND SERVICE CHARGES
EFFECTIVE 2024**

TYPE OF REVENUE/USER	Unit/Descr	2023 RATE (NO TAX)	2024 RATE (NO TAX)	13% HST	RATE INCL HST	% CHANGE	HST STATUS	COMMENTS
Use of Kitchen Facilities - Non Prime - Non Resident Rental or Commercial Rental	Per Hour	\$38.91	\$40.12	\$5.22	\$45.34	3.1%	T	Minimum of a 3 hour booking required. Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031 Note 1 and Note 2
Use of Kitchen Facilities - Non Prime	Per Hour	\$31.13	\$32.10	\$4.17	\$36.27	3.1%	T	Minimum of a 3 hour booking required. Note 1 and Note 2
75% Reduced Rate - Use of Kitchen Facilities - Non Prime	Per Hour	\$7.78	\$8.02	\$1.04	\$9.06	3.1%	T	Minimum of a 3 hour booking required. Note 1 and Note 2
90% Reduced Rate - Use of Kitchen Facilities - Non Prime	Per Hour	\$3.11	\$3.20	\$0.42	\$3.62	2.9%	T	Minimum of a 3 hour booking required. Note 1, Note 2, and Note 3
Licensed Events Using Patio - Non Resident Rental or Commercial Rental	Flat Rate	\$81.52	\$84.05	\$10.93	\$94.98	3.1%	T	Example of Commercial Rentals include Auctions, Sale of Merchandise - See Report FIN-2019-031 Note 6
Licensed Events Using Fenced Outdoor Patio	Flat Rate	\$65.21	\$67.24	\$8.74	\$75.98	3.1%	T	Note 6
75% Reduced Rate - Licensed Events Using Fenced Outdoor Patio	Flat Rate	\$16.30	\$16.80	\$2.18	\$18.98	3.1%	T	Note 6
90% Reduced Rate - Licensed Events Using Fenced Outdoor Patio	Flat Rate	\$6.52	\$6.72	\$0.87	\$7.59	3.1%	T	Note 3 and Note 6
Personnel Costs	Per Hour Per Personnel	Actual Costs Incurred					T	See Report REC-2023-004 and Report FIN-2023-030. Personnel Costs are applicable for any additional staffing requirements for events at the discretion of the Director of Public Works, Parks and Facilities subject to operational demands and staff availability
Facility Rental Security Deposit - Hall Rental Only or Hall and Meeting Room Rental	Per Booking	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	0.0%	E	See Report FIN-2022-029 and Note 4
Facility Rental Security Deposit - Meeting Room/Kitchen Facility Only	Per Booking	\$365.00	\$365.00	\$0.00	\$365.00	0.0%	E	See Report FIN-2022-029 and Note 4

Note 1: Hall rentals include the use of the kitchen facility (dishes, silverware, cooking utensils, dishwasher, coffee maker, etc. included)

Note 2: Hall - Non-Prime: Monday to Thursday and Sunday Rentals; Hall - Prime: Friday and Saturday

Note 3: A 90% reduced rate shall apply to Seniors' Events or Programs, Whistle Stop Co-operative Pre-school and Guelph Community Health Centre (The Playgroup).

Note 4: The security deposit is fully refundable after the Event, provided there are no damages to the facility, the access key is returned, and all terms of the Township's Alcohol Risk Management policy, the Special Occasion Permit or Caterer's Endorsement, any Township agreements and all applicable federal, provincial and municipal laws, policies, guidelines, regulations and by-laws, including without limitation, the Liquor Licence and Control Act, 2019 are adhered to.

Note 5: Set-up is after 5:00 p.m. on Friday only and must include a Saturday rental. This service is only available if the hall is not booked 7 days prior to the event date.

Note 6: If the outdoor patio has been included on the Special Occasion Permit or Caterer's Endorsement, Township Staff will fence the outdoor patio.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER 043-2023

Being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Puslinch at its Council meeting held on OCTOBER 18, 2023.

WHEREAS by Section 5 of the *Municipal Act, 2001, S.O. 2001, c.25* the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Section 5, Subsection (3) of the *Municipal Act*, a municipal power including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Puslinch at its Council meeting held on OCTOBER 18, 2023 be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Puslinch hereby enacts as follows:

- 1) The action of the Council of the Corporation of the Township of Puslinch, in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by the Council at said meeting are hereby adopted and confirmed.
- 2) The Head of Council and proper official of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.
- 3) The Head of Council and the Clerk are hereby authorized and directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and the Clerk authorized and directed to affix the seal of the said Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18 DAY OF OCTOBER, 2023.

James Seeley, Mayor

Courtenay Hoytfox, Clerk